



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 नं. 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

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

From: (Name & Address to be written below by the tenderer) Tender No: HBL/TEN/PUB/21-22/205

M/s _____

Tender Date: 16.10.2021

Direct Queries To: Gangadhar Jha/ Rajesh Kumar

Designation: DGM-Ethanol / Manager

Location : Sugauli / Lauriya

Telephone No: +91-9771791135 / 8208229050

Attention: _____.

Title : TRANSPORTATION OF ANHYDROUS ETHANOL FROM HBL ETHANOL PLANT AT SUGAULI, EAST CHAMPARAN, BIHAR & LAURIYA, WEST CHAMPARAN, BIHAR TO HPCL BIHTA & BARAUNI TERMINAL.

Tender to be received on or before 06/11/2021 by 1430 Hrs at the address mentioned below.

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

**HPCL Biofuels Limited.
1st Floor, Shree Sadan,
Plot No. 09, Patliputra Colony,
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 Grievance Redressal cell/CEO of HPCL Biofuels Limited (HBL) at above address.
2. All unit rates in **Indian Rupees** (Specify currency)

Part - A

Please quote your most competitive rate for Transportation of Anhydrous Ethanol from HBL Ethanol Plant at Sugauli to HPCL Bihta & Barauni Terminal.

Deliver from: HPCL Biofuels Ltd, Village Sugauli, Nr.Sugauli Railway Station, Dist - East Champaran, Bihar - 845456 in the following format.

SPECIMEN JOB DESCRIPTION: NOT TO BE QUOTED HERE

Item No.	Item short Description	Qty	Unit	Rate (Rs per KL/RTKM)
1A	TRANSPORTATION OF ANHYDROUS ETHANOL FROM HBL SUGAULI TO HPCL BARAUNI TERMINAL WITH AVERAGE 436 APPROX RTKM	1,200	KL/KM	NOT TO BE QUOTED HERE
2A	TRANSPORTATION OF ANHYDROUS ETHANOL FROM HBL SUGAULI TO HPCL BIHTA TERMINAL WITH AVERAGE 425 APPROX RTKM	3,500	KL/KM	NOT TO BE QUOTED HERE
A	SUB TOTAL (BASIC PART - A)			NOT TO BE QUOTED HERE
Taxes/Duties/ Levies (Extra if Any)				
B	GST @ _____%			NOT TO BE QUOTED HERE
C	Any other _____ (Please write N/A if not applicable)			NOT TO BE QUOTED HERE
	GRAND TOTAL (a+b+c)			NOT TO BE QUOTED HERE

Please Note: The purchase order quantity shall be split between two parties L1:L2 at 60: 40 ratios. Please refer clause No. 19 of Tender Terms and Conditions (Unpriced Bid).

ORDER WILL BE EXECUTED PURELY "AS & WHEN REQUIRED BASIS".

THE TRANSPORTER/TENDERER SHALL QUOTE THE TRUCK DETAILS OFFERED FOR ETHANOL TRANSPORTATION AGAINST THIS TENDER IN THE FIELD BELOW:

SL NO	CAPACITY OF TANK TRUCK (T/T)	MINIMUM REQUIREMENT OF T/T BY HBL FOR THIS TENDER #	NOS OF T/T OFFERED BY THE TRANSPORTER /TENDERER
1	18 KL and above	3 NOS #	_____NOS

MINIMUM NOS OF TANK TRUCK OWNED/UNDER PHYSICAL POSSESSION BY THE TENDERER/TRANSPORTER (NOTE : MINIMUM T/T IS 2 NOS TO BE OWNED BY THE TRANSPORTER DURING BID SUBMISSION & SHALL FORM THE TENDER QUALIFICATION CRITERIA	2 NOS
--	-------

IN CASE THE TENDERER / TRANSPORTER DOES NOT MEET THE MINIMUM REQUIREMENT OF T/Ts (AS ABOVE) & MINIMUM OWNED/POSSESSED T/T CRITERIA AND IN TOTAL THEN THE BID OF THE TENDERER /TRANSPORTER SHALL BE SUMMARILY REJECTED.
PLEASE MENTION DETAILS OF THE TANK TRUCKS OFFERED AS CATEGORIZED BELOW:

TANK TRUCK OFFERED OWNED AND UNDER PHYSICAL POSSESSION DURING BID SUBMISSION:	_____ NOS
TANK TRUCK OFFERED AGAINST AFFIDAVIT:#	_____ NOS

Note: Vendor may quote for either or for both the Part.

The evaluation of Part 'A' shall be done separately and independently for assessing the successful bidder in this part. Evaluation shall be done on overall basis for accessing the successful bidder which shall be based on the landed cost including all taxes, duties, levies etc. applicable.

Note in case any of the above fields (i.e from "a" to "c") is left blank without mentioning taxes, levies, duties component etc. then the applicable taxes, levies, duties, or any statutory charges if found applicable during the billing time shall be considered inclusive of the rate quoted by the tenderer and shall be borne by the tenderer. Please note no extra cost shall be re-imbursed to the contractor/supplier.

Note : RTKM of any supply-delivery locations shall be established by joint verification RTKM distance by HBL officer and Transporter's authorized representative.

Part - B

Please quote your most competitive rate for Transportation of Anhydrous Ethanol from HBL Ethanol Plant at Lauriya to HPCL Bihta & Barauni Terminal.

Deliver from: HPCL Biofuels Ltd, Village Lauriya, Lauriya Bagha Highway, Dist - West Champaran, Bihar - 845453.

SPECIMEN JOB DESCRIPTION: NOT TO BE QUOTED HERE

Item No.	Item short Description	Qty	Unit	Rate (Rs per KL/RTKM)
1B	TRANSPORTATION OF ANHYDROUS ETHANOL FROM HBL LAURIYA TO HPCL BARAUNI TERMINAL WITH AVERAGE 534 APPROX RTKM	1,000	KL/KM	NOT TO BE QUOTED HERE
2B	TRANSPORTATION OF ANHYDROUS ETHANOL FROM HBL LAURIYA TO HPCL BIHTA TERMINAL WITH AVERAGE 530 APPROX RTKM	2,500	KL/KM	NOT TO BE QUOTED HERE
A	SUB TOTAL (BASIC PART - B)			NOT TO BE QUOTED HERE
Taxes/Duties/ Levies (Extra if Any)				
B	GST @ _____ %			NOT TO BE QUOTED HERE
C	Any other _____ (Please write N/A if not applicable)			NOT TO BE QUOTED HERE
	GRAND TOTAL (a+b+c)			NOT TO BE QUOTED HERE

Please Note: The purchase order quantity shall be split between two parties L1:L2 at 60: 40 ratios. Please refer clause No. 19 of Tender Terms and Conditions (Unpriced Bid).

ORDER WILL BE EXECUTED PURELY "AS & WHEN REQUIRED BASIS".

THE TRANSPORTER/TENDERER SHALL QUOTE THE TRUCK DETAILS OFFERED FOR ETHANOL TRANSPORTATION AGAINST THIS TENDER IN THE FIELD BELOW.

SL NO	CAPACITY OF TANK TRUCK (T/T)	MINIMUM REQUIREMENT OF T/T BY HBL FOR THIS TENDER #	NOS OF T/T OFFERED BY THE TRANSPORTER /TENDERER
1	18 KL and above	3 NOS #	_____ NOS

MINIMUM NOS OF TANK TRUCK OWNED/UNDER PHYSICAL POSSESSION BY THE TENDERER/TRANSPORTER (NOTE : MINIMUM T/T IS 2 NOS TO BE OWNED BY THE TRANSPORTER DURING BID SUBMISSION & SHALL FORM THE TENDER QUALIFICATION CRITERIA	2 NOS
--	-------

IN CASE THE TENDERER / TRANSPORTER DOES NOT MEET THE MINIMUM REQUIREMENT OF T/Ts (AS ABOVE) & MINIMUM OWNED/POSSESSED T/T CRITERIA AND IN TOTAL THEN THE BID OF THE TENDERER /TRANSPORTER SHALL BE SUMMARILY REJECTED.

PLEASE MENTION DETAILS OF THE TANK TRUCKS OFFERED AS CATEGORIZED BELOW:

TANK TRUCK OFFERED OWNED AND UNDER PHYSICAL POSSESSION DURING BID SUBMISSION:	_____ NOS
TANK TRUCK OFFERED AGAINST AFFIDAVIT:#	_____ NOS

Note: Vendor may quote for either or for both the Part.

The evaluation of Part 'B' shall be done separately and independently for assessing the successful bidder in this part. Evaluation shall be done on overall basis for accessing the successful bidder which shall be based on the landed cost including all taxes, duties, levies etc. applicable.

Note in case any of the above fields (i.e from "a" to "c") is left blank without mentioning taxes, levies, duties component etc. then the applicable taxes, levies, duties, or any statutory charges if found applicable during the billing time shall be considered inclusive of the rate quoted by the tenderer and shall be borne by the tenderer. Please note no extra cost shall be re-imbursed to the contractor/supplier.

Note : RTKM of any supply-delivery locations shall be established by joint verification RTKM distance by HBL officer and Transporter's authorized representative.

NOTE: Tenderer may offer TTs of 18 KL and above capacity, even if they do not own/possess the said tank truck at the time of opening of tender (however minimum 2 nos shall be possessed/ owned during bid submission). Tenderers intending to offer tank trucks can do so if they can take possession of the Tank Trucks by the time of contract execution. In such cases, they need to book the chassis and submit an affidavit in the prescribed format that they will have physical possession/ownership of the vehicle within 30 days from the date of issue of LOI/PO whichever is earlier. Proof of booking the chasis is required to be submitted along with the affidavit.

In case of attached Tank Trucks offered by the tenderer, owners of such Tank Trucks should execute affidavit attaching the Tank Truck with the tenderer for the entire period up to last date of proposed Agreement period. Format of Affidavit is enclosed with tender form. HBL will not deal with the owners of the attached Tank Trucks. For any claim, losses, damages, etc. for the attached Tank Truck, the liability will solely rest with the tenderer.

Tank trucks offered against affidavit shall be physically possessed /positioned at the location within 30 days from the issue of LOI / Purchase Order (PO).

In the event the bidder fails to physically possessed/position the tank trucks, SD submitted in respect of the tank trucks so offered shall be forfeited.

Chassis shall be booked through authorized sales representatives / show rooms of the original equipment manufacturers (Tata / Ashok Leyland / Eicher etc). Proof of booking shall be attached along with the tender.

PLEASE NOTE: RATES OF TRANSPORTATION SHOULD BE QUOTED (IN PRICED BID ONLY) WHICH SHALL BE INCLUSIVE OF ALL TAXES, SERVICE TAXES, LEVIES , TOLL TAXES, OCTROI , ROYALTIES ETC. COMPLETE IN THE PRICED BID ONLY.

1. INSTRUCTIONS FOR SUBMISSION OF BIDS:

A. TENDERERS ARE REQUESTED TO SUBMIT THEIR RATES IN THE PRICED BID (SCHEDULE OF RATES) ONLY WHICH IS ENCLOSED. THE “PRICED BID” WILL BE ENCLOSED AND SEALED IN ENVELOPE DULY MENTIONING IN BODY OF ENVELOPE AS “PRICED BID”. NAME OF THE BIDDER AND TENDER NO. SHALL BE MENTIONED CLEARLY IN THE BODY OF THE ENVELOPE.

B. SIMILARLY UNPRICED BID SHALL BE ENCLOSED & SEALED IN THE SECOND ENVELOPE DULY MENTIONING AS “UNPRICED BID”. NAME OF THE BIDDER, AND TENDER NO. SHALL BE CLEARLY MENTIONED IN BODY OF ENVELOPE AND SEALED

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

- f) Every invoice of the vendor shall contain invoice number, date, GSTIN number and HSN/SAC code (Harmonized system of Nomenclature/service accounting code) for the items being supplied or services being provided along with tax rate.
- g) The Vendor shall mention their registration status (Registered / Composition / Unregistered) on the bill/invoice. In case there is change in the Registration status of the vendor during the execution of the contract the same should be advised immediately. Due to change in the Registration status from Composition to Registered vendor etc. Corporation will not be liable for any additional tax payments.
- h) **GST (CGST/SGST/IGST/UTGST) as applicable shall be reimbursed for the supplies/services.**
- i) **Company will be liable to pay only those taxes and levies as indicated by vendor at the time of Price Bid submission/as agreed subsequently (prior to opening of priced bids).**
- j) **Any tax, levies or any other form of statutory levies or cost as on closing date of the tender will be treated as included in Priced bid. Taxes, Duties, and Levies not indicated by vendor in the unpriced**

Bid, but payable, shall be to Vendor's account.

- k) **New taxes / change in tax rates / levies imposed by the Indian/State Governments through Gazette notification after the date of submission of last Price Bid but prior to Contractual Delivery Date, the Corporation shall reimburse/ adjust the increase/ decrease in taxes on satisfactory supporting documents being provided by the vendor.**
- 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 e-way bill shall be issued through national portal of GST E-Way bill website address. Kindly visit the below address for issuing E-way bill.

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

4) GSTIN Number:

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

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

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

2. 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.
3. 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.

- ❖ 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 (both) will not be considered for evaluation and shall be liable for rejection.
- ❖ 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.
- ❖ **REJECTION OF TENDERS:**

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

 - a) Tenders without Annexure- (i to iv) as attached with the tender documents with required documents shall liable for rejection
 - b) 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.
 - c) 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.
 - d) OWNER reserve the right to accept or reject any or all the tenders in part or in totality without assigning any reason whatsoever.
- ❖ **EMD:- EARNEST MONEY DEPOSIT : NOT REQUIRED FOR THIS TENDER.**
- ❖ **SECURITY DEPOSIT: AS PER TENDER TERMS & CONDITIONS**
- ❖ Please Note that the Purchase order may be split between two parties L1:L2 at 60: 40 ratios. L1 will be given 60% quantity of the tender and L2 will be given 40% of the quantity, subject to L2 matches the L1 rate. Please refer clause No. 19 of Tender Terms and Conditions.
- ❖ **PREBID MEETING IS SCHEDULED TO BE HELD ON 22/10/2021 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 **06/11/2021** at **1430 Hrs.** The tenders (unpriced bids) received may be opened on the same day by 1530 Hrs. **Bidders and other interested bidders may witness the opening of the tender.**
- ❖ **The priced bid opening date and time of the technically qualified bidder/s shall be intimated later.**
- ❖ **Completion Period: Transporter has to place TT on as & when required basis as per Call up letter/schedule provided respective Plant.**
- ❖ **Contract Period: Contract Period shall be valid for 01 year from the date of LOI/PO whichever is earlier.**
- ❖ **Payment terms: Partial Payment shall be allowed but preferably billing shall be on monthly basis. Payment shall be released from respective HBL Plants within 30 days from the date of**

submission of HBL certified to account department of respective HBL Plant, i.e ex-supply HBL Plants.

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: BQC/ITB (Yes/No)

Signature: _____.

Name: Atul Kumar

Designation: Manager-Purchase

CONDITIONS & INSTRUCTIONS TO BIDDERS

PART A

1. This is only a Tender Enquiry and not a Purchase 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**, A wholly subsidiary of Hindustan Petroleum Corporation Limited, Govt. of India Enterprise (hereafter called HPCL) invites this tender for placement of Transportation of Anhydrous Ethanol from HBL Ethanol Plant at Sugauli & Lauriya to HPCL Bihta & Barauni Terminal. Contractor shall be technically and financially competent to carry out the contract /supplies.

The tender should be submitted at **HPCL Biofuels Limited, 1st Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Patna - 800013, Bihar**, 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. Without this tender shall be liable for rejection
- c. Assumption, Exception & Deviation if any on page in the bidder's letter head.
- d. GST Registration Certificate

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, loading, unloading, 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 enquiry, enquiry 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.
13. Since this tender is for standing order for jobs/supplies will be entrusted “as and when required basis”.

PART B

1.0 SITE VISIT

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

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

1.3 To address and clarify doubts and queries of the bidders a prebid meeting may be scheduled, if required, at HPCL Biofuels Limited Office, 1st Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Patna - 800013, Bihar at 1000 hrs.

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.
- d) 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.

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 CRITERIA:

Evaluation will be done inclusive of all taxes as under:

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

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

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

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

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

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

11.0 REBATE

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

12.0 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 familiarise 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 follows :

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**

**TENDER FOR TRANSPORTATION OF ANHYDROUS ETHANOL BY
ROAD EX HBL PLANT SUGAULI & LAURIYA ADDRESS OF WHICH IS
GIVEN BELOW:**

**INTEGRATED SUGAR, ETHANOL & CO-GEN PLANT AT SUGAULI,
VILLAGE SUGAULI, NEAR SUGAULI RAILWAY STATION, DIST- EAST
CHAMPARAN, BIHAR - 845456.**

&

**INTEGRATED SUGAR, ETHANOL & CO-GEN PLANT AT LAURIYA,
VILLAGE LAURIYA, LAURIYA-BAGAHA HIGHWAY, DIST- WEST
CHAMPARAN, BIHAR - 845453.**

HPCL BIOFUELS LIMITED (HBL), (a wholly owned subsidiary company of Hindustan Petroleum corporation limited Company), invites sealed tenders under Two-Bid system, from Tank Truck (TT) owners/ Transporters for award of contract for road transportation of bulk anhydrous Ethanol for a period of **One year.**

Tenderers are required to read the tender document carefully and submit the entire set of documents containing the tender document and all attachments duly signed and stamped. In case any page is found missing, it is deemed that the tenderer has reviewed and understood all the tender terms and conditions and submitted the entire set accordingly.

1. Scope of work:

ROAD TRANSPORTATION OF ANHYDROUS ETHANOL FROM HBL ETHANOL PLANT AT SUGAULI & LAURIYA TO HPCL BARAUNI & BIHTA TERMINAL.

THE SCOPE SHALL INCLUDE TRANSPORTATION OF ANHYDROUS ETHANOL BY TANK TRUCKS CONFIRMING TO THE EXPLOSIVES RULES FOR TRANSPORTATION OF ETHANOL PRODUCED AT HBL PLANT SUGAULI UNDER EAST CHAMPARAN & LAURIYA UNDER WEST CHAMPARAN DISTRICT OF BIHAR TO **HPCL BIHTA & BARAUNI TERMINAL.**

THE TANK TRUCKS SHALL HAVE THE ETHANOL CARRYING CAPACITY OF 18 KL CAPACITY & ABOVE CAPACITY AS PER REQUIREMENT OF THE RESPECTIVE ITEMS OF THE TENDER WITH A VALID EXPLOSIVE/RTO LICENSE FOR ETHANOL TRANSPORTATION AS PER THE REQUIRED STANDARDS OF EXPLOSIVES AND HPCL/OIL INDUSTRY STANDARDS AND MEET THE REQUIRED NORMS FOR TRANSPORTATION OF CLASS "A" GRADE PETROLEUM PRODUCT AS CCOE EXPLOSIVES/PESO RULES.

THE TANK TRUCKS (T/T) SHOULD HAVE THE PROVISION FOR LOCKING/SEALING IN THE DELIVERY VALVES AS WELL AS ON THE TOP DOME COVERS. THE LOCK/SEALS WILL BE PROVIDED BY HBL/EXCISE DEPT.

THE T/T SHOULD HAVE VALVES ATTACHED TO EACH COMPARTMENTS AND HAVE PROVISIONS FOR LOCKING/SEALING ALSO. THE TRANSPORTERS SHALL HAVE TO OFFER TRUCK WHICH ARE IN ROADWORTHY CONDITIONS AND FIT AS PER RTO/EXPLOSIVE RULES.

THE RESPONSIBILITY OF TRANSPORTATION /SUPPLYING THE PRODUCT AS PER LOADED SPECIFICATION AND LOADED QUANTITY SHALL BE RESPONSIBLE OF THE TRANSPORTER. ANY SHORTAGE /ACCIDENTAL LOSS/REFUSAL TO ACCEPT PRODUCT BY THE CONSIGNEE/CUSTOMER IN THE EVENT OF FAILURE TO TRANSPORT ETHANOL AS PER LOADED QUANTITY AND SPECIFICATION UPTO THE ACCEPTABLE LIMITS AS PER INDUSTRY NORMS SHALL LEAD TO IMPOSITION OF PENALTY ON THE TRANSPORTER.

THE PENALTY FOR THE ABOVE SHALL BE DEDUCTED FROM THE TRANSPORTER'S ACCOUNT @ OF MOTOR SPIRIT PRICING PREVALENT UNDER PATNA MUNICIPAL LIMITS AT THE TIME OF DEDUCTION) MULTIPLIED BY THE SHORTAGE OF QUANTITY OR QUANTITY EQUIVALENT TO THE OFF SEPCS QUANTITY WHICH WILL BE PAID TO HBL AND IN ADDITION TO THIS THE TRANSPORTER ALSO HAS TO PAY THE APPLICABLE PENALTY FROM HIS ACCOUNT TO EXCISE DEPT. THE PENALTY SO IMPOSED ON TRANSPORTER SHALL BE FINAL AND BINDING ON THE TRANSPORTER. THE TRANSPORTER SHALL HAVE VALID EXPLOSIVE LICENCE TO SUPPLY DENATURED /NATURED ANHYDROUS ETHANOL CONFIRMING TO IS 15464:2004 AND OTHER PERMISSIONS FROM ROAD TRANSPORT/EXCISE /SALES TAX AUTHORITIES .

THE CREW OF THE T/T SHOULD BE FULLY CONVERSANT WITH HAZARDOUS CHEMICAL HANDLING RULES AND SHOULD BE IN POSSESSION OF CERTIFICATE ISSUED UNDER MV ACT. THE HOSES OF THE TT SHOULD BE OF NITRILE RUBBER HOSE OR ANY MATERIAL SUITABLE FOR CARRING ETHANOL OR GRADE A PETROLEUM PRODUCT. THE TRANSPORTES HAVE TO OBTAIN THE NECESSARY PERMISSIONS RELATING TO TANK TRUCKS FOR TRANSPORTATION OF THE ETHANOL TO VARIOUS LOCATIONS. THE ANHYDROUS ETHANOL SHALL BE LOADED AT THE SUGAR MILLS BY FLOW METERS AND ALSO SHALL BE CHECKED BY THEM WITH CALIBRATED CHARTS OF THE METEOROLOGICAL DEPARTMENT.

THE T/T WILL BE FILLED AT THE PLANTS AND CHECKED AT THE CUSTOMER'S LOCATION AT NORMAL OR NATURAL TEMPERATURES. THE ETHANOL SHALL BE ACCEPTED AFTER CHECKING /TESTING AT THE CUSTOMER'S LOCATION AND ACCEPTANCE OF THE PRODUCT WILL BE ONLY IF SPECIFICATIONS MEETING THE NORMS. IN CASE OF ANY DISPUTE BETWEEN THE TRANSPORTES AND THE CUSTOMER/OIL COMPANY, THE MUTUAL DECISION OF HBL ALONGWITH THE CUSTOMER /OIL COMPANY WILL PREVAIL OVER THE TRANSPORTER.

THE ACCOUNTING OF ETHANOL LOADED AND RECEIVED WILL BE AT NORMAL TEMPERATURE. IS:2302:1989 ON ETHANOL CONCENTRATION & AS PER APPENDIX J OF IS 2302-1989 & IS 15464:2004 ON SPECIFIC GRAVITY /DENSITY CONVERSION TABLE FOR ETHANOL MAY BE FOLLOWED. THE BILL OF THE TRANSPORTES FOR TRANSPORTING ETHANOL TO BE PAID BY HBL ON RECEIPT OF THE CLEAN AND COMPLETE INVOICE /CHALLAN FROM THE CONSIGNEE WITHOUT ANY SHORTAGE/PRODUCT ADULTRATION. THE SHORTAGE HAS TO BE BORNE BY THE TRANSPORTERS AND WILL BE DEBITED TO HIM AT THE RATE OF MOTOR SPIRIT (MS) RATE APPLICABLE AT THE TIME OF DEDUCTION MULTIPLIED BY THE SHORTAGE/EQV OFF SPEC QUANTITY. THE MS RATE SHALL BE TAKEN BASIS THE RATE PREVALENT AT PATNA (WITHIN MUNICIPAL LIMITS). IN ADDITION TO THIS THE TRANSPORTER HAS TO PAY PENALTY TO EXCISE DEPARTMENT AS PER EXCISE NORMS FROM HIS ACCOUNT. THE TRANSPORTER SHALL ABSOLVE HBL FROM ANY LEGALITIES FROM EXCISE FOR PENALTY PURPOSE. THE TRANSPORTER HAS TO TRANSPORT THE PRODUCT IN TANK TRUCK WHICH WILL BE LOCKED/SEALED UNDER SECURITY SEALS WITH NOTINGS OF THE SEAL NOS IN THE INVOICE AT THE TIME OF DESPATCH FROM THE PLANTS.

TESTING AND MEASUREMENTS AT THE CUSTOMER'S PREMISES:

THE CUSTOMER WILL TAKE DIP FOR MEASUREMENTS OF EACH COMPARTMENTS AND NOTE THE SHORTAGE ON THE CHALLANS/INVOICE COMPARTMENTWISE. THE MEASUREMENTS HAS TO BE BY THE DIP ROD CALIBRATED BY WEIGHTS

AND MEASURES FOR THAT VEHICLE AND THE DIP AND PROOF READINGS IS TO BE MATCHED AS PER THE DIP CHART OF THE VEHICLE AS CALIBRATED BY LEGAL METEOROLOGY DEPARTMENT. THE SHORTAGES HAS TO BE BOOKED BY THIS PROCESS. COMPARTMENT WISE SHORTAGES IN CMS AND LITRES AFTER CONVERSION HAS TO BE NOTED ON ALL COPIES OF INVOICES DULY ACKNOWLEDGED BY THE DRIVER OR AUTHORISED PERSON OF THE TRANSPORTER. IN CASE OF ANY DISPUTE DEDUCTION / PENALTY WILL BE IMPOSED ON THE TRANSPORTER AS MENTIONED ABOVE.

2. Timelines for the tender :

Sr. No.	Particulars	Date	Time
1	Prebid Meeting Date & Time	22/10/2021	1000 HRS
2.	Last Date & Time for Submission of Tender.	06/11/2021	1430 HRS
3.	Opening Date & Time for the Tender (unpriced bid)	06/11/2021	After 1530 HRS

3. Minimum Tank truck requirement (for Part A & B):

The tenderer shall provide minimum tank trucks for each location as follows which shall be the qualification criteria of the tender.

SI No	Tank truck capacity	Minimum nos of the tank truck
1	18 KL and above	Minimum 2 nos
2	T/Ts Owned and physical possession by the tenderer/transporter during bid submission.	Minimum 1 nos

In the event the transporter fails to offer the above minimum criteria then the bid will be summarily rejected and will not be considered for further evaluation.

4. Earnest Money Deposit (EMD) : EMD is not required for this tender.

NOTE: Tenderer may offer TTs of 18 KL and above capacity, even if they do not own/possess the said tank truck at the time of submission/opening of tender (however minimum 2 nos shall be possessed/owned and these shall be under physical possession during the time of tender submission/due date).

Tenderers intending to own and offer tank trucks can do so if they can take possession of the Tank Trucks by the time of contracts execution. In such cases, they need to book the chassis and submit an affidavit in the prescribed format that they will have physical possession/ownership of the vehicle within 30 days from the date of issue of LOI/PO whichever is earlier. Proof of booking the chassis is required to be submitted along with the affidavit.

In case of attached Tank Trucks offered by the tenderer, owners of such Tank Trucks should execute affidavit attaching the Tank Truck with the tenderer for the entire period up to last date of proposed Agreement period. Format of Affidavit is enclosed with tender form. HBL will not deal with the owners of the attached Tank Trucks. For any claim, losses, damages, etc. for the attached Tank Truck, the liability will solely rest with the tenderer.

Tank trucks offered against affidavit shall be physically possessed / positioned at the location within 30 days from the issue of LOI / Purchase Order (PO).

In the event the bidder fails to physically possess/position the tank trucks, SD submitted in respect of the tank trucks so offered shall be forfeited.

Chassis shall be booked through authorized sales representatives / show rooms of the original equipment manufacturers (Tata / Ashok Leyland / Eicher etc.). Proof of booking shall be attached along with the tender.

5. Submission of Tender:

- a) Tenders duly completed and sealed (both priced and unpriced bid) are to be put in the Tender Box provided by **06/11/2021** Hrs on or before 1430 hrs at the following address :-

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

Note: No tender document shall be accepted after closing time and date.

6. Opening of tender: The 'Technical Bids' of the tender will be opened in the presence of the attending tenderers after 1530 Hrs. on 06/11/2021 at the address given below:

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

7. Tenders will be rejected in the event of the bidders not complying with any of the following tender conditions:
- No. of tank trucks offered is not in line with the minimum tender criteria.
 - Age of the TTs offered not meeting tender criteria
 - Tender documents not submitted in stipulated format (Priced and un-priced bids to be to put in separate sealed envelops.
 - Tenders without the required documents
 - Tenders not meeting the tender terms & conditions or incomplete in any respect or with any additions/ deletions or modifications are liable to be summarily rejected without any further communication to the tenderers and decision of HBL in this regard will be final and binding

In case it is observed that, all the tenderers or a group of tenderers have quoted in cartel, HBL reserves the right to reject some or all the bids of the tenderers who have quoted in cartel.

After scrutiny of the 'Technical bids', the eligible tenderers will be notified regarding date, time and venue for opening of the 'Price bids'. The tenders will remain valid for 90 days from the closing date unless extended by mutual consent in writing.

HBL reserves the right to accept or reject any or all the tenders in part or in totality, or to negotiate with any or all the tenderers, or to withdraw/ cancel/ modify this tender without assigning any reason whatsoever, or to accept some or all of the Tank Trucks offered.

**TENDER FOR TRANSPORTATION OF BULK ETHANOL BY ROAD EX
SUGAULI & LAURIYA PLANT**

TENDER TERMS & CONDITIONS

A. GENERAL:

1. Relatives (as per list enclosed) of officer/s responsible for award and execution of this contract in the Company are not permitted to quote against this tender. The tenderer shall be obliged to report the name/s of person/s who are relatives of any officers of the Company or any officer in the State or Central Government, and who are working with the tenderer in their employment or are subsequently employed by them. Any violation of this condition even if detected subsequent to the award of contract, would amount to breach of contract on tenderer's part entitling the Company to all rights and remedies available thereof including termination of contract.
2. **All rates quoted (In the priced bid only) should be both in words and figures. In case of any difference between the two, the rates quoted in words shall be considered as final and authentic.**
3. **Rates offered would be valid and binding on the tenderer for 90 days from the date of opening of tender unless extended by mutual consent in writing. During the validity period, tenderer will not be allowed to either withdraw or revise his offer on his own. Breach of this provision will entail forfeiture of the Earnest Money Deposit. Once the tender is accepted and work awarded, the rates will be valid for the entire contractual period (except for the fuel escalation clause - Schedule A).**
4. **The Company reserve the right, at their sole discretion, and without assigning any reason whatsoever, to:**
 - a) **Negotiate with any or all tenderers,**
 - b) **Divide the work among contractor(s),**
 - c) **Reject any or all tenders either in full or in part,**
 - d) **Assign the offered and accepted Tank Trucks to any location, and**
 - e) **Engage additional contractors / Tank Trucks at any time without giving any notice whatsoever to the contractor/s already appointed against this Tender.**
5. For Tank Trucks under operation with any other Company (but under ownership of the tenderer/transporter), a "No Objection Certificate" is to be obtained from the concerned Company for placing the same fully in the service of HBL against this tender. (This activity will be carried out at the time of signing the transport contract).
6. The tenderer should study all the operations/ local conditions at the loading/ unloading point/s and route/s. Tenderers would be presumed to have acquainted themselves with the working conditions existing at the locations, before submission of the tender.
7. Tenderer should deposit the sealed tender well before the closing time and date in the tender Box earmarked for this purpose at the office mentioned in the tender notice. No tender document shall be entertained after due date and time of submission of tender. HBL will not be responsible for the delay under any circumstances whatsoever if the tender is not submitted before the closing date and time and in the correct tender box.
8. Tenders not meeting the tender terms & conditions or incomplete in any respect or with any additions/

deletions or modifications are liable to be summarily rejected without any further communication to the tenderers and decision of HBL in this respect will be final and binding

9. (a) HBL reserves the right to give preference to award transport contract to their consumers for transporting their own load requirements subject to their acceptance of rates offered by the Company.
- (b) In the case of multiple rates, the Corporation reserves its right to give loads to tenderers accepting lowest rate and also the preference of loads as far as possible will be given to these T/Ts. In other words, the tenderer accepting the lowest rate may get better %age of business.
- (c) T/Ts running on any fuel other than High Speed Diesel (HSD), are not acceptable.
- (d) Tenderer may offer TTs of 18 KL and above capacity, even if they do not own/posses the said tank trucks at the time of opening of tender. Tenderers intending to offer tank trucks can do so if they can take possession of the Tank Trucks by the time of contracts execution. In such cases, they need to book the chassis and submit an affidavit in the prescribed format that they will have physical possession of the vehicle within 30 days from the issue of LOI/PO whichever is earlier. Proof of booking the chasis is required to be submitted along with the affidavit.

Tank trucks offered against affidavit shall be physically positioned at the location within 30 days from the issue of LOI / Purchase Order (PO).

In the event the bidder fails to take physical possession of the tank trucks, SD submitted in respect of the tank trucks so offered shall be forfeited.

Chassis shall be booked through authorized sales representatives / show rooms of the original equipment manufacturers (Tata / Ashok Leyland / Eicher etc). Proof of booking shall be attached along with the tender.

- 10(a) **The transporters have to offer a minimum of 3 (Three) tank trucks, with ownership and under physical possession of at least 2 (Two) tank trucks, in their name i.e. Firm or Partner or Proprietor during bid submission time. Additional Tank Trucks offered may be owned or attached.**

Total of 3 nos of tank trucks shall be required which is indicative. The nos of T/Ts can increase and decrease based on HBL's business requirement. The nos of transporter/s finalized for this contract for each HBL plant shall be 2 in nos (which is indicative) but the same can increase or decrease based on HBL's Business requirement. HBL will have the sole discretion to decide the nos of transporters for plants and nos of trucks to be placed per plant.

In case there is tie in rate quotes for award of contract, preference will be given to the Tank Trucks owned & physically possessed by the tenderer.

(b) In case of attached Tank Trucks offered by the tenderer, owners of such Tank Trucks should execute affidavit attaching the Tank Truck with the tenderer for the entire period up to last date of proposed Agreement period. Format of Affidavit is enclosed with tender form. HBL will not deal with the owners of the attached Tank Trucks. For any claim, losses, damages, etc for the attached Tank Truck, the liability will solely rest with the tenderer.

11. **Age of vehicle offered should not exceed more than 07 years old as on date of submission of the tender. Replacement of T/T may be considered, provided**

- a) The newly offered T/T is of a later model than the existing T/T.

b) The capacity of the new offered TT is higher than the capacity of the TT to be replaced.
However, replacement of the existing TT, as above, shall be subject to the business requirement of the Location/HBL.

12. Tenderer should submit all the details and enclosures as have been asked for in the tender form. In case any of the information is not applicable to the tenderer, "Not applicable" may be written against such item. Not submitting any information/ enclosure sought for may be a ground for rejecting the tender.

13. Tenderer may witness the opening of tender on the appointed date and time by deputing authorized representative.

14. Sampling procedure:

Sampling and testing of purity of ethanol for comparison before accepting at the customer's premises.

The procedure to be followed for ensuring the purity of the product is as below:

At the supply location:

The supply or loading location will keep the following equipment for testing of anhydrous ethanol content as per the laid out industry procedure in vogue:

1. Hydrometers/Alcoholmeters (IS: 3608 Part 2:1987)
2. Thermometers.
3. Glass Cylinders
4. 100ml graduated glass cylinders (A class) with stopper.

The supply location will provide test certificate for the ethanol being loaded in the tank truck as per ISI specifications: IS: 321: 1964 & IS: 2302:1962 giving analysis of colour visual, specific gravity at 15.6 degree cent., ethanol content, miscibility with water, alkalinity, acidity, residue on evaporation, aldehyde content, copper, water present.

A copy of the above mentioned test certificate as per the ISI specification: IS: 321: 1964 & IS: 2302:1962 giving analysis of colour visual, specific gravity at 15.6 degree cent., ethanol content, miscibility with water, alkalinity, acidity, residue on evaporation, aldehyde content, copper, water present, above will be kept at the loading location in records with the signature of the driver/transporters representative.

The same certificate has to be given to the consignee for comparing the properties of the tank truck with the original loaded product.

At the DELIVERY LOCATIONS:

The consignee is to also to maintain the similar set of equipment as stated above for the supply location along with the BIS 2302 table for anhydrous ethanol specific gravity conversion and test the tank truck as per the laid down procedure of oil industry.

In case of any dispute about the quality of the ethanol in the TT received by the customer, the product will be tested for comparison with the mother sample as per the procedure of the industry in presence of HBL officer, transporter and consignee and may be compared with the mother sample of the particular tank truck kept at

the loading point. In case if the quality dispute is not solved then the decision of the consignee will be final and binding on the transporter.

15. Delivery Valves:

Each of the compartments is provided with a set of delivery valves. In both empty and loaded condition the valves are tightened to the maximum and the stem wheel is locked with seals.

As per the Gazette Notification dtd. 16.09.2005, all the N2 (Gross Vehicle weight between 3.5 T to 12 T) and N3 (Gross Vehicle weight more than 12 T) category vehicles other than tractor-trailer combination manufactured on and after the 1st day of October 2006, meant for carrying hazardous goods and liquid petroleum products shall be fitted with Anti –locking Braking System conforming to IS: 11852: 2003 (part 9).

However, HBL requires that all the vehicles offered by the tenderers for transportation of Ethanol are fitted with the Anti-lock Braking system (ABS) conforming to IS: 11852: 2003 (part 9) irrespective of the year of manufacturer.

In case any transporter does not comply with any of the above requirements, action shall be taken against the transporter as per terms of the tender and Transport Discipline Guideines. HBL reserves the right to get the jobs carried out through an external agency at the risk and cost of the transporter and all costs incurred in carrying out the jobs shall be recovered from the transporter. All admistrative charges incurred by HBL for carrying out the job also shall be recovered.

In addition to the above, HBL also reserves the right to recover penal charges towards non compliance and the amount decided by the Corporation shall be binding on the transporters. Each time the transporter defaults, amount shall be recovered separately.

16. Total Body Inspection: The tank truck is of cylindrical shape. TT calibration has a bearing on the shape of the vehicle. Total body of the tank truck would be checked to find out any abnormalities, bumps or dents distorting the overall shape of the tank truck.

17. Dome Cover and manhole

Each of the compartments has been provided with 4 nos. of fittings / nozzles viz. Fill Pipe, Dip hatch, Emergency Valve and Pressure Valve at the top. All the 4 nozzles are encased with a Dome cover. Regular Checks includes the following.

- The Dome covers to be checked for loose welding, gap between the TT top and the dome edge and any hole in the body of the dome.
- The locking arrangement and latch of the Dome Cover to be checked for loose welding and to ensure that the locking system is in place.
- There is no additional fittings in the top Dome Cover.
- The manhole cover to be opened to check for any concealed compartment.
- Dip rod datum reference height to be checked for any tampering.
- Dip pipe contains perforations through out its length which needs to be checked and confirmed.
- The Dip pipe opens to the compartment. During checking open ending of the Dip pipe to be ensured.
- The Dip pipe top mouth is welded to the pipe. It is to be checked that the top mouth is properly welded and not threaded.
- Whether vent openings are covered with two layers of wire-mesh of size not less than 11 meshes per centimeter.

- Check whether manhole is flushed with the top of the tank shell and all fittings on the manhole base plate are projected above the shell only to the minimum extent necessary.
- Fill pipe shall be of mild steel of size 100 mm nominal bore and flange mounted to the manhole base plate. Internally, the pipe shall be extended till almost bottom of the compartment leaving a clearance of 25 mm. Fill pipe shall not be slotted. However it should have an opening which should be above the maximum level of the tank contents in order to provide a pressure balance (maximum 4 holes permitted).
- Whether inner end of the fill pipe is provided with a splash deflector arrangement (45 deg angular cut).

Additional Modifications to the TT fittings and /or any of the above requirements:

HBL may from time to time bring in modifications to the various requirements mentioned above which may, accordingly, require changes to be made in the tank truck(s). These have to be implemented without any cost to the corporation.

18. Vehicle and crew check

- Whether the vehicle is in possession of two fire extinguishers which are in operating condition.
- Whether the fire extinguisher provided in T/T is having all desired details i.e. Tank truck registration number, date of servicing along with the due date. The tank truck registration number should be painted on the body of the fire extinguisher.
- Whether the crew is trained for hazardous nature of petroleum products, emergency procedures, emergency communication etc.
- Whether the Exhaust is wholly in front of tank truck and has ample clearance from Fuel Oil system and combustible material.
- Whether approved quality spark arrestors have been provided on the engine exhaust and Muffler /Silencer is not cut off from the exhaust. Spark arrestor should be firmly attached to the exhaust pipe by a proper bolting system.
- Whether fuel tank is positioned so that leaking or spilled fuel can directly drain to the ground without impinging on the engine or exhaust system. Also, check whether it is located on the side opposite to the tank lorry discharge faucets.
- Whether the fuel tank is protected by stout steel guards and has provision for locking.
- Whether the Vehicle Design conforms to the Petroleum rules 2002 and has been approved by CCOE.
- Whether the vehicle is in good condition and the RTO has issued a fitness certificate.
- Check whether RLW is less than registered weight of the vehicle as approved by transport authorities.
- Whether the gross and tare weight painted on the vehicle tally with the permit.
- Whether the Tank Truck is conspicuously marked on each side and rear, in bold letters at least 7 cm high and on a background of sharp contrasting colour (the word "flammable" and name of product).
- Whether maximum net carrying capacity is less than 97% of gross carrying capacity.
- Whether the vehicle has First Aid Box, Tool Box and Emergency Lighting.
- Distance between two partitions and any adjacent tank end shall not exceed 2500 mm.
- Whether driver is carrying valid driving license, calibration certificate and explosives certificates in the vehicle.
- Whether the Driver has a copy of the standing instruction.
- Whether the health checks of T/T crew have been carried out periodically as desired, at least once in six months. Whether eye sight of the driver is good.

- xix. Whether the engine is positioned so that it is protected from any spillage or leakage of flammable product.
- xx. Whether fusible link which will permit automatic closing of the emergency valves in the event of fire is provided as per specification.
- xxi. Check the condition of the fire extinguisher for effectiveness and record whether it is in good working condition.
- xxii. Whether the vehicle has a cut off master switch for electrical system and is in easily accessible position.
- xxiii. Whether all electrical circuits including battery terminals have protective insulation along with fuses.

It shall be mandatory to get the T/T crew trained for safe driving practices to be observed while carrying hazardous goods. The subject programmes will be organized by HBL at the Plants and applicable charges shall be borne by the concerned transporter.

SAMPLING FOR RETAINING SAMPLES IN BOTTLES IS NOT REQUIRED FOR ETHANOL AS IT IS CERTIFIED AND SEALED BY EXCISE AS WELL AS BY HBL. HOWEVER IN CASE OF ANY DISPUTE REGARDING THE QUALITY OF ETHANOL BEING SUPPLIED IS BEYOND THE ACCEPTABLE LIMITS THEN COMPARISON SHALL BE MADE WITH THE RECORD OF SAMPLES TESTED AT CONSIGNEE'S END WITH THE DAILY PRODUCTION TEST CERTIFICATES AT HBL'S PLANT FOR THE LOADING DAY AND APPROPRIATE ACTION ON THE TRANSPORTERS SHALL BE TAKEN UPON MUTUAL CONSENT FROM CONSIGNEE'S AND HBL'S END. THE ACTION SO IMPOSED SHALL BE BINDING ON THE TRANSPORTER.

19. Evaluation of the tenders:

- a. This Public Tender is floated in two bid system i.e. technical bid & price bid. First technical bid will be opened on scheduled date and will be evaluated. Price bids of only the technically qualified tenderers, based on technical evaluation, will be opened on the notified date.
- b. **Ranking of the tenderers i.e. L-1, L-2, L-3, etc will be decided on minimum financial outgo to HBL by considering the landed rates quoted inclusive of all taxes, duties, levies etc.**

THE ORDER MAY BE SPLIT BETWEEN TWO PARTIES AT 60:40 RATIO AS PER CLAUSE GIVEN BELOW:

The job may be awarded to two parties in ratio 60:40 in the order of their original ranking, subject to matching of our counter offer rates by L2 bidder. L1 shall be Awarded 60% of total job/supplies & L2 Shall be awarded 40% of the total job /supplies subject to matching L1 rates.

In case, L2 PARTY does not agree to match L1 rates, the counter offer shall be extended to other parties in the order of their original rankings and P.O shall be placed for 40% job on the party, matching L1 rates. In case none of the parties matches L1 rates then HBL Shall award 60% job to L1 party and balance 40% job shall be re-tendered.

Note: In case there is tie in L1 rates between tenderers then preference for L1 standing shall be given to the tenderer/transporter having the maximum owned tank truck under possession during the time of bid submission.

In case two or more parties becomes L1 (in terms of rates and maximum owned trucks), then entire job will be equally divided among L-1 parties.

In case two or more parties become L2 in terms of rates and owned trucks, then counter offer shall be extended for matching L1 rates to all L2 bidders. 40% job shall equally divided among L2 parties accepting our counter offered rates. Same procedure will be adopted for L3, L4 & other lowest parties (in line with PARA No. 2 of this clause) in case counter offer is extending to them.

HBL reserves the right at its sole discretion to reject tenders in which unworkable / unviable rates are quoted. Such tenders will be treated as disqualified and will be rejected. The decision of HBL in this regard will be final and binding.

Tenderer quoting rate for such capacity of tank truck which has not been offered in the tender will not be considered for evaluation.

In case it is observed that all the tenderers or a group of tenderers have quoted in cartel, HBL reserves the right to reject some or all the bids of the tenderers who have quoted in cartel, without assigning any other reasons for the same.

20. Earnest Money Deposit (EMD): EMD is not required for this tender.

21. Negotiations:

1. HBL reserves the right to negotiate with any or all the tenderers.
2. Tenderers may be required to visit HBL plant/office for negotiations/ verification of documents, entirely at the cost of tenderers.
3. Only the proprietor of the firm or the legally authorized representative of the firm may personally attend such negotiations, as commitments made and/ or clarifications given during the negotiations will be binding on the tenderer/s. He/ She should carry the necessary authorization to attend such negotiations and to hand over an authenticated copy of the same to HBL's representative/s participating in negotiations.
4. Originals of the documents submitted as copies along with the tender documents, as well as documentation to substantiate statements made in the tender document are to be produced for verification by HBL during negotiations or at any other time at the discretion of HBL.
5. Tenderers would be intimated by Regd Post / Telegram / UCP / on the date and time fixed for negotiations. All the bidders to whom intimations are sent shall participate in the negotiation process. In the event of L-1 bidder not attending the negotiations, despite advance intimation, HBL will proceed with the negotiation process with other tenderers in the set of L1 tenderers. The original L-1 tenderer would be placed at the revised ranking based on the negotiated rates arrived after negotiations with other tenderers. However, ranking as per the original quoted rates shall be maintained in line with the prevailing purchase procedures for meeting any additional requirement of tank trucks.
6. Revised offers submitted by the tenderers based on negotiations / counter offers shall not be more than the rates already offered earlier in the original offer or during the previous negotiations. In case the tenderer submits a revised offer which is higher than the rates quoted earlier, such tender will be disqualified and shall not be processed for further evaluation.

Security Deposit (SD):

1. Successful tenderers will be required to furnish SD within 15 days of issuance of LOI/ Work Order at the following rates:

The security deposit will be Rs. 2,50,000/- (Rs. Two Lakh Fifty Thousand) Per Contract.

SD shall be paid either in the form of Demand Draft or Bank Guarantee. The DD shall be drawn on any Scheduled Bank (other than co-operative bank) in favour of HPCL Biofuels Limited, Payable at Patna. Bank Guarantee shall be strictly in specified proforma, valid for six months beyond the maximum possible tenure of the contract.

2. Cash receipts for SD paid by DD will be issued by HBL.
3. Interest is not payable on SD.
4. Any loss/ claim and/ or damage arising out of the performance of the contract would be adjustable against the SD. Any loss/ claims/ damages higher than SD will be recovered from payments due to the contractor under this contract or deposits made by or payments due to the contractor under any other contract with the Oil Company.
5. Security deposit would be refunded after expiry of six months of completion of the contract on written request from the contractor and with surrender of the original cash receipt, subject to satisfactory performance. In the event of loss / misplacement of the cash receipt of the SD, the refund would be made only after the contractor furnishes an Indemnity Bond in the prescribed proforma, on non-judicial stamp paper of appropriate value (at contractor's cost), duly notarized.
6. Successful tenderer will be entrusted with transportation work only after signing of Agreement and payment of Security Deposit amount.

Contract Period:

The contract is awarded for a period of 1 year w.e.f the date of LOI/PO whichever is earlier. The Corporation shall endeavour to finalise contract for the next tenure before the expiry of the existing Contract Period. However if the new contract is not finalized before the expiry of the existing contract, Corporation reserves the right to extend the existing contract beyond the period of three years, and upto maximum three months on adhoc basis and continue utilizing the tank trucks for making supplies. During the period of adhoc operation, transportation rates, terms and conditions as per the contract agreement shall be applicable

Execution of Agreement:

Successful tender/s will be required, before undertaking the contract, to execute the Agreement, within 15 days of the date of issue of the LOI/work-order (whichever is earlier) and should physically place the TT at the location within 30 days from the issue of LOI / Work Order (whichever is earlier). In case of failure, HBL will have the right to reject the induction of such TTs.

Tank trucks placed for induction shall meet with all the terms and conditions stipulated in the tender document. Any modifications required to be carried for complying with the tender conditions shall be carried out prior to placing the tank trucks.

Tank trucks completed in all respects shall be placed for induction. Incomplete tank trucks will not be inducted and shall be rejected. Not fulfilling any of the tender conditions shall be deemed as noncompliance of tender requirements and appropriated action as per terms of tender shall be taken.

All the tank trucks offered shall be inspected through Third Party Inspecting agency and the certificate issued by the agency shall be produced at the time of placing the tank truck for inspection.

Specimen Transport Agreement is enclosed along with the tender document. Tenderers are advised to carefully go through the terms and conditions of the contract agreement before submitting their tender. Signed copy of the specimen agreement also shall be submitted along with the tender, duly signed by the tenderer on all pages over the official seal, as token of acceptance of the terms and conditions thereof.

When the person signing the tender is not the authorized signatory, necessary power of Attorney authorizing the signatory to act on behalf of the proprietor/ firm should be produced before signing the agreement, and an authenticated copy of the power of Attorney should be submitted for the record of Oil Company.

Failure to execute the agreement and/ or furnish required Security Deposit within 15 days time and/ or physical placement of TTs at the location within 30 days time may render the tenderer liable for forfeiture of Earnest Money Deposit and termination of contract without prejudice to the rights of the Oil Company to recover the damages under Law.

All terms & conditions stipulated in the Notice Inviting Tender, Guidelines for Tenderers, Tender Terms & Conditions, Declarations, Agreement and other documents furnished with the Tender and related correspondence shall form part of the contract.

Miscellaneous:

1. Tank Trucks provided for transportation of bulk ethanol should preferably be covered by National Permit/ Zonal Permit at Contractor(s) cost. The contractor's shall have to provide specified number of Tank Trucks for operation within the state where the loading/ unloading locations are situated and within the same state and sections where axle load restrictions are imposed, they shall supply T/T's meeting axle load restrictions.
2. HBL reserve the right to reject the tender of any or all the tenderers without assigning any reason whatsoever at its absolute discretion. The Company reserves the rights to withdraw/ cancel/ modify this tender without assigning any reason whatsoever.
3. HBL reserves the right to accept all or some of the Tank Trucks offered by the successful tenderers, without assigning any reason whatsoever. The decision of the Company shall be final and binding.
4. HBL will have the right to assign the Tank Trucks offered in the tender to any contract for HBL in any other Region/ Zone/ Location, on any route, temporarily or permanently, and the decision of HBL will be final and binding on the successful tenderers/ contractors.
5. The Tank Trucks offered should comply at all times with valid permits, rules and regulations of Statutory/ Government authorities. Inspection of tank trucks shall be carried out as per the periodicity and valid certificate issued by the third party inspecting agency shall be available.

6. Wherever the word T/T or Tank Truck or TTs has been mentioned, the same applies to Ethanol Tank Trucks.
7. No unsolicited correspondence/ queries will be entertained while the award of the transport contract is under review/ consideration. HBL regret their inability to answer individual queries.
8. If any of the information submitted by the tenderer is found to be incorrect at any time including the contract period, HBL reserves the right to reject the tender/ terminate the transportation contract and reserves all rights and remedies available.
9. Each page of the tender document including notice inviting tender enclosed along with the tender document must be signed by the legally authorized representative of the tenderer, with the official seal, for having fully read and understood the terms and conditions of this tender.
10. The terms "HBL", "The Corporation", "Corporation" and "Company" in the appropriate context means HPCL Biofuels Limited, a wholly owned subsidiary company of Hindustan Petroleum Corporation with registered office at 1st Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Patna - 800013, Bihar.

Duplication of Clause:

Whenever there is duplication of clause either in the terms and conditions or in the Agreement, the clause, which is beneficial to HBL, will be considered applicable at the time of any dispute.

Signed in acceptance of the aforesaid tender conditions.

Date:

Signature _____

Name of Person signing _____

Tenderer's Name
and address with seal _____

GUIDELINES FOR TENDERERS

1. General:

- 1.1 This tender is being invited for road transportation of bulk Ethanol from Bulk Ethanol Storage & handling locations at **HBL Plant at Sugauli under district of East Champaran & Lauriya under district of West Champaran** of Bihar. Tender set shall be duly filled is to be submitted. Each page of the tender document is to be signed by the legally authorized representative of the tenderer, with the official seal.
- 1.2 If additional sheets are required, photocopies may be used and pasted accordingly. The number of such extra pages used should be indicated in the Covering letter
- 1.3 All entries are to be made in ink. No over-writing / whitening / erasing out is permitted. All corrections are to be made by scoring out incorrect entries, and such corrections are to be signed by the legally authorized representative of the tenderer, with the official seal. Tenders deficient in this respect are liable to be rejected.
- 1.4 For any further clarification, concerned officials at **HBL as referred in 1st page of the tender** may be contacted.
- 1.5 Copies of Registration Certificate, Certificate of Fitness, Licence, etc, enclosed along with Tender Form, shall be attested by a Gazetted Officer.
- 1.6 This tender is in 2 bid system, comprising of Technical Bid and Price Bid.

2. Technical Bid:

- 2.1 Covering letters listing all enclosures.
- 2.2 Particulars of tenderer (Attachment-1).
- 2.3 Particulars of Tank Truck/s (TT/s) offered (Attachment-2).
- 2.4 Affidavit/s from the Owners of the attached (hired) TTs / Proposed purchase of T/Ts (Annexure to Attachment-2).
- 2.5 Details of the relationship with Directors of HBL and Declarations 'I', 'II' and 'III' (Attachment-3).
- 2.6 Attested copies of caste certificate (wherever applicable) (Attachment-4).
- 2.7 Attested copy (acknowledged copy) of the latest Income Tax Return Filed.
- 2.8 Attested copies of Trading Licence or Company Registration Certificate.
- 2.9 Attested copies of Partnership Deed or Certificate of Incorporation.
- 2.10 Attested copies of valid Registration Certificate, Certificate of Fitness, CCOE Licence, Insurance Policy and Calibration Certificate for each of the TTs offered.
- 2.11 Bulk Petroleum Products Road Transport Agreement (Attachment-5).
- 2.12 Bank Guarantee for Security Deposit (Attachment-6).
- 2.13 Power of Attorney (Attachment-7).
- 2.14 Undertaking for the TTs offered (Attachment-8).
- 2.15 Integrity pact (Attachment 9)
- 2.16 Enclose Demand Draft towards Tender Fee, which should be drawn on a scheduled Bank (other than co-operative bank) payable at the location of the office receiving the Demand Draft.
- 2.17 Bank Mandate for E-payment.

All the documents of the Technical bid are to be submitted in the envelope after pasting page no. XX duly filled in on the top. The envelope is to be closed and sealed by gum/ adhesive.

3. Price Bid:

All the documents of the price bid/ rate schedule are to be submitted in the envelope. The envelope is to be closed and sealed by gum/ adhesive and the envelope should clearly specify the tenderers name, tender no and :Priced bid" in the body of the priced bid envelope.

INSTRUCTION TO BIDDER/TENDERERS

The tenderers shall tick the following in the unprice bid.

ENVELOPE (TECHNICAL BID):

- | | | | |
|-----|--|---|-----|
| 1. | Covering letter listing all enclosures. | - | Y/N |
| 2. | Particulars of Tenderer (Attachment-1). | - | Y/N |
| | Participating as Transporter / | | Y/N |
| | Distributor/Consumer | - | Y/N |
| 3. | Particulars of T/T's offered (Attachment-2). | - | Y/N |
| 4. | Affidavit/s from the Owners of the attached (hired) TTs / Proposed purchase of T/Ts (Annexure to Attachment-2). | - | Y/N |
| 5. | Details of relationship with Directors of HBL/HPCL & Declaration 'I' 'II' and 'III' (Attachment-3). | - | Y/N |
| 6. | Caste certificate (wherever applicable) issued by Competent Authority as per format (Attachment-4). | - | Y/N |
| 7. | Attested copy (acknowledged copy) of the latest Income Tax Return Filed | - | Y/N |
| 8. | Attested copies of Trading license or Company Registration Certificate. | - | Y/N |
| 9. | Attested copies of Partnership Deed or Certificate of Incorporation. | - | Y/N |
| 10. | Attested copies of valid Registration Certificate, Certificate of Fitness, CCOE Licence, Insurance Policy and Calibration Certificate for each of the TTs offered. | - | Y/N |
| 11. | Bulk Ethanol Road Transport Agreement (Attachment-5). | - | Y/N |
| 12. | Bank Guarantee for Security Deposit (Attachment-6). | - | Y/N |
| 13. | Power of Attorney (Attachment-7). | - | Y/N |
| 14. | Undertaking for the TTs offered (Attachment-8). | - | Y/N |
| 15. | Integrity pact (Attachment 9) | - | Y/N |
| 16. | Bank mandate for e-payment (Attachment – 10) | - | Y/N |

17. Checklist for tanktruck inspection (Attachment -11) - Y/N

ENVELOPE (PRICE BID):

Price Bid - Y/N

I am/ We are authorized to sign this tender as Proprietor or as per Power of Attorney issued by all other Partners/ Directors as per enclosure no. _____

Thanking you,

Yours Faithfully,

Date:

Signature_____

Name of Person signing_____

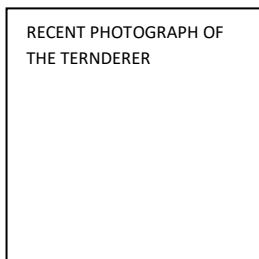
Tenderer's Name and address with seal_____

PARTICULARS OF TENDERER**TENDER NO: HBL/TEN/PUB/21-22/205, DTD. 16.10.2021**

1	Name of the firm of Tenderer:	M/s.													
2	Registered Office Address:														
	Address for Correspondence:														
3	Contact Details:	Phone	Fax:												
		Email:	Mobile:												
4	Status of the Tenderer: (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	Registration NO:	Year of Establishment:													
6	Permanent Account No: (PAN issued by Income Tax Dept.)	<table border="1"> <tr> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> </table>													
7	Name and Address of Proprietor /Partners/ Directors:														
	S.No	Name		Address for Correspondence											
8	Name of authorized Signatory														

9	Whether tenderer/ Proprietor/ any of the Partners/ Directors are related (as defined under Companies Act 1956) to any of Directors of Company to which tender is being submitted, if so, name of Director of HBL & nature of relationship.
10	We confirm that neither tenderer nor any Tank Truck (TT) offered are blacklisted by any company.
11	We confirm that neither tenderer nor any Tank Truck (TT) offered are involved in any litigation, which would render the performance of any obligation impossible in case, the contract is awarded to us.
12	We confirm that rates offered by us shall remain valid for acceptance by you up to 90 days from the date of opening of this tender.

Date



Signature _____

Name of Person signing _____

Tenderer's Name & Address with seal _____

PARTICULARS OF TANK TRUCKS OFFERED FOR ETHANOL

a) For TTs of capacities 18 KL AND ABOVE

Sr. No.	RTO Registration No.	Make & Model	Engine No.	Chassis No.	Capacity In KL	Owned by Tenderer or Attached	Name of Owner

- For Tank Trucks not owned by the tenderer, an affidavit from owner of the TT in the format enclosed with tender document is required to be enclosed in addition to documents required as per Technical bid.
- Age of Tank truck offered should not exceed 12 years as on the date of commencement of contract.

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

(On Non-Judicial Stamp Paper as prescribed in the respective State)

AFFIDAVIT

I / We _____ S/O Shri _____ resident of _____ do hereby solemnly affirm and declare as under:

That I / We are the owners of Tank Trucks bearing the following particulars

SI No	TT Regn No.	Capacity of TT	Make & model	Engine no.	Chassis no.

- That I / We have attached / shall keep attached the above mentioned Tank Truck with M/S ___(Name of the tenderer)___ till the validity of Petroleum Products Road Transport Contract awarded by ___(Name of the Company)___ in favour of M/S ___(Name of the tender)___.
- That during above period, M/S ___(Name of the tenderer)___ alone shall have all the rights of operating the said Tank Truck and receiving consideration for such operation.

DEPONENT

VERIFICATION

Verified that the contents of the above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

DEPONENT

Verified at _____ on _____

Notary Public

(On Non-Judicial Stamp Paper as prescribed in the respective State)

AFFIDAVIT

I / We _____ S/O Shri _____ resident of _____ do hereby solemnly affirm and declare as under:

1. That I / we have booked for _____ Nos. of chassis as per the particulars given below.

SI No	TT capacity	Make & model	Supplier name	Booking order/ invoice reference

2. That I / we confirm, if the transport contract is awarded to me/us, the tank trucks offered as per above details shall be positioned before signing of the transport contract agreement.

DEPONENT

VERIFICATION

Verified that the contents of the above affidavit are true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.

DEPONENT

Verified at _____ on _____

Notary Public

Note: Proof of booking the chassis shall be attached in respect of tank trucks offered against affidavit. Tank trucks without proof of booking shall be summarily rejected.

DETAILS OF RELATIONSHIP WITH HBL/HPCL DIRECTORS, ETC.

Tenderers should furnish following details in the appropriate part based on their organization structure.

Organizational structure	Part of the form applicable.
--------------------------	------------------------------

- Sole Proprietor PART – A
- Partnership Firm PART – B
- Company Private / Public / Co- operative Society. PART -- C

PART – A

(Applicable where Tenderer is Sole Proprietor)

1. Name:
2. Address:
3. State whether tenderer is related to any of the Director(s) of HBL: YES / NO
4. If 'YES' to 2, State the name(s) of HBL Director(s) and Tenderer's relationship with him / her.

Strike off whichever is not applicable.

Date: _____ Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

PART – B

(Applicable where the Tenderer is a partnership firm)

1. Name of the partnership firm responding to the tender:
2. Address:
3. Names of partners:
4. State whether any of the partner of the tenderer is a Director of HBL: Yes/No
5. If 'Yes' to (4) state the name(s) of the HBL Director(s).
6. State whether any of the partner of the tenderer is related to any of the Director(s) of HBL: Yes/No
7. If 'Yes' to (6) state the name(s) of HBL Director(s) & the concerned partner's (of the tenderer) relationship with him/ her.

Strike off whichever is not applicable.

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

PART – C

(Applicable where the Tenderer is a Public/ Private Limited Company/ Co-operative Society)

1. Name of the Company/ Co-operative Society responding the tender:
2. Address of: (a) Registered Office:

(b) Principal Office:
3. State whether the Company is a Pvt. Ltd. Co. or Public Co. or Co-operative Society.
4. Names of Directors of the Company/ Co-operative Society
5. State whether any of the Director Of the Tenderer/ Company is a Director of HBL: Yes/No
1. If 'Yes' to (5) state the name(s) of the HBL Director(s).
7. State whether any of the Director of the Tenderer Company is related to any of the Director(s) of HBL:
Yes/No
8. If 'Yes' to (7) state the name(s) of HBL Director(s) & the concerned Director's (of the tenderer Co.) relationship with him/her.

Strike out whichever is not applicable.

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

DECLARATION 'I'

We declare that we have complied with and have not violated any clause of the standard Agreement.

Date: _____ Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

DECLARATION 'II'

We declare that we do not have any employee who is related to any officer of the Oil Company/ Central/ State Government.

OR

We have the following employees working with us who are relatives of the officers of the Oil Company/ Central /State Government.

Name of the Employee

Name and Designation of

Of the Contractor

the Officer of the Oil Company/ Central/ State

Government and relation.

1. _____

2. _____

Strike off whichever is not applicable.

Date: _____ Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

DECLARATION 'III'

The Tenderer is required to state whether he/ she is a relative of any Director of the HBL/HPCL or the tenderer is a firm in which Director of HBL or his relative is a partner or is any other partner of such a firm or alternatively the Tenderer is a private company in which Director of HBL is member or Director, (the list of relative(s) for this purpose is given below)

N.B: Strike off whichever is not applicable. If the tenderer employs any person subsequent to signing the above declaration and the employee so appointed happens to be relative of the Officer of the HBL/ Central/ State Government, the tenderer should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of the HBL/ Central/ State Government.

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

LIST OF RELATIVES

A person shall be deemed to be a relative of another, if any and only if,

- i) He / She / They are members of Hindu Undivided family or**
 - ii) He / She / They are Husband & Wife or**
 - iii) The one is related to the other in the manner indicated below.**
- 1. Father**
 - 2. Mother (including Step Mother)**
 - 3. Son (including Step Son)**
 - 4. Son's Wife**
 - 5. Daughter (including Step Daughter)**
 - 6. Father's Father**
 - 7. Father's Mother**
 - 8. Mother's Mother**
 - 9. Mother's Father**
 - 10. Son's Son**
 - 11. Son's Son's Wife**
 - 12. Son's Daughter**
 - 13. Son's Daughter's Husband**
 - 14. Daughter's Husband**
 - 15. Daughter's Son**
 - 16. Daughter's Son's Wife**
 - 17. Daughter's Daughter**
 - 18. Daughter's Daughter's Husband**
 - 19. Brother (including Step Brother)**
 - 20. Brother's Wife**
 - 21. Sister (including Step Sister)**
 - 22. Sister's Husband**

BULK ETHANOL ROAD TRANSPORT AGREEMENT

THIS AGREEMENT made _____ day of _____ 2018 (year) between _____ a Company registered under Indian Companies Act, 1913/1956 having registered office at _____ hereinafter called 'THE COMPANY' (which expression unless repugnant to the context shall include its successors and assigns) of the ONE PART and M/S _____ a Proprietorship / Partnership Firm / Private Limited / Limited Company having registered office / place of business at _____ hereinafter called "THE CARRIER" or Carrier (which expression shall be deemed to include legal heirs and executors of the present constituents in case of firm or official liquidator in case of Company) of the OTHER PART.

WHEREAS the Company is engaged in ethanol Manufacturing and storing, distributing and selling of the product and for this purpose require Tank Trucks for Road transportation of bulk Ethanol from their various storage points to customers / other storage points.

WHEREAS the Carrier is engaged in the business of operating Tank Trucks and is interested in above transportation job of the Company.

Now therefore, it is agreed between the parties as follows: -

1. The Carrier will provide the Company with _____ nos. of Tank Trucks for transporting petroleum products as per LOI / Work Order issued by the Company. Carrier has certified that it is the owner and / or sufficiently entitled to operate these Tank Trucks throughout the Agreement period and these Tank Trucks are not under Agreement with any other party. Further, these Tank Trucks shall remain under exclusive use with the Company throughout the Contract period.
- 2 (a) Each of the Tank Truck would be attached to a particular loading location / storage point of the Company as per LOI / Work Order issued by the Company. The Tank Truck would be required to carry bulk ethanol from the particular loading location (Sugauli) to Company's Customers or other storage points as would be instructed by the Company from time to time.
 - (b) In the event of change of loading location of the Company/ realignment of market, Tank Trucks attached to the old loading location would get automatically attached to the resited / changed loading location and the transportation rate applicable to the old loading location shall apply to the new loading location. All other terms and conditions of the new location shall be applicable.
 - (c) In the event of resitement / closure of a location company reserves the right to terminate all or any of the transport contracts
 - (d) In case of exigency, Company would be entitled to utilise any Tank Truck attached to a particular loading location for bringing the ethanol (bridging) from another loading location to the base loading location, where the Tank Truck is contracted. In such event, the rate as detailed in LOI / Work Order issued to the Carrier at the base loading location shall be applicable. In case of any disputes arising out of such movements, the terms and conditions including Arbitration Clause of this Agreement would be applicable.

- (e) In case of exigency, Company would be entitled to utilise any Tank Truck attached to a particular loading location for movements of the Ethanol from another loading location to Company's Consumers / other receiving locations which are normally fed from that base loading location, where the Tank truck is contracted. In such event, the rate as detailed in LOI / Work Order issued to the Carrier at the base loading location shall be applicable. In case of any disputes arising out of such movements, the terms and conditions including Arbitration Clause of this Agreement would be applicable.
 - (f) In case the Company desires to change the basis of loading of Tank Truck i.e. volume to weight or vice versa, the transportation rates shall be altered considering the standard conversion factors applied by the Company.
 - (g) Company shall be free to engage one or more additional Carriers, either to run concurrently or separately, for transportation jobs from the same loading location.
3. Carrier will ensure that Tank Trucks listed in the LOI / Work Order are always:
- (a) Maintained in sound mechanical conditions and having all the fittings up to the standards laid down by the Company from time to time.
 - (b) Meeting requirement of the Company as regards safety and operational norms.
 - (c) Conform to the statutory regulations like Indian Petroleum Act, Petroleum Rules, Motor Vehicle Act etc. as applicable from time to time.
 - (d) Properly calibrated / stamped under the Weights & Measures Act. These shall be calibrated for single capacity up to maximum permitted under Motor Vehicles Act. Company would be entitled for insisting for calibration at Company's premises at the cost of Carrier.
 - (e) Have adequately trained Crew (driver and cleaner) for efficient operations. The driving licence of the drivers should be endorsed for transportation of hazardous goods. Transporter shall obtain Police verification in respect of the crew engaged by them.
 - (f) Have the Crew wearing uniforms, safety shoes, safety goggles and safety helmets. All costs incurred in procuring the uniform and other equipment shall be borne by the transporter. Design and the material specifications for the tank truck uniform as decided by the company shall be binding on the transporter.
 - (g) Be equipped with sufficient number of ISI mark hoses suitable for ethanol decanting and loading having suitable couplings at both ends, bonding/ earthing with heavy-duty crocodile clips and dip-rods duly certified by Weights & Measures Department.
 - (h) Covered by Insurance Policy.
- The officials of the Company would be entitled to inspect at any time, the Tank Trucks and / or the documents of the Carrier / its crew is liable to carry under any statute / regulation or this Agreement. Further, Carrier shall submit to the Company certified true copies of calibration certificate and Explosive Licence and their renewals for every Tank Truck.
- 4 (a) The Tank Trucks listed in the LOI / Work Order will be made available to the Company at all times during the Agreement period at the loading location.

- (b) In case any of the Tank Trucks is not made available by the Carrier on any day, Company would be free to use the services of any other Tank Truck and recover the difference in transportation charges from the Carrier.
 - (c) In the event of breakdown or major repair of any of the Tank Truck, Company at its sole discretion, may accept any other Tank Truck of the Carrier for the period of break-down / major repair. Further, in the event Carrier request for the replacement of Tank Truck/s, Company at its sole discretion may accept the same.
 - (d) Age of vehicle offered should not exceed more than 07 years old as on date of submission of the tender. Replacement of T/T may be considered, provided
 - (e) In case the transporter with draws any tank truck without informing the location in charge for a continuous period of 15 days, Corporation at its sole discretion may terminate the contract.
 - (f) If the carrier(s) or their crew participate in a flash strike or incite other carriers to participate in flash strike resulting in disruption of the loading activities at the location, the tank trucks operating under the contract of such carrier(s) shall be suspended immediately without any notice and the contract is liable to be terminated.
- 5 (a) Carrier will be responsible for all taxes, levies and other costs of running the Tank Trucks / transportation business, which shall also include-
- i. Salary, wages and other benefits and claims of Crew of Tank Trucks and all members of Carrier's staff;
 - ii. Carrier shall ensure opening of individual bank accounts in respect of all crew members and staff in any Schedule Bank (other than Co operative Bank) and deposit wages and all other amounts legitimately payable into their accounts.
 - ii) Payment of road tax, insurance and any other fees like permit, route fee etc., levied by statutory authorities;
 - iii) Cost of fuel, lubricants, tyres, repair etc;
 - iv) Calibration fees and other fee payable to Weights & Measures Department;
 - v) Compensation or any other benefit payable to Tank Truck Crew and it's other staff or third party under any statute or regulation both under regular working and arising from accident etc.;
- (b) Carrier shall keep Company indemnified in respect of above. In case, Company is made liable to pay any part of above cost, the same shall be recovered from the Carrier. The Company shall not be obliged to contest any claim made upon it for payment.
 - (c) It is agreed that the Tank Trucks covered by this Agreement shall operate at the sole risk of the Carrier. In no case, Company would be held responsible for any loss or damage done to / by the Tank Truck while on the Company's work or parked in their premises or anywhere else.
 - (d) Carrier shall make their own arrangement for parking of their vehicle overnight and / or during holidays.
 - (e) The Carrier shall comply with all statutory provisions relating to his trade / business / profession including his own employees or employees engaged by the Carrier and Oil Company shall not be responsible for his omission or commission.

- 6(a) The Company will pay to the Carrier for the transportation work undertaken from the loading location and at the rates detailed in LOI / Work Order. This rate shall be valid for all roads and weather conditions and are calculated from loading location.
- (b) The above rates are subject to escalation / de-escalation as per formula given in Schedule- A & B.
- (i) Subject to compliance with TDS (as applicable) by the carrier, payments will be made on monthly basis by 15th of succeeding month.
 - (ii) The payment shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in alternate mode also.
 - (iii) The contractor shall provide accurate particulars of PAN number as required, to enable issuance of TDS (Tax deduction at source) certificate.
 - (iv) Octroi charges levied on the product would be reimbursed by the Company against production of original receipts.
 - (v) Entry / Transit / Bridge / Toll (Pathkar) taxes paid by the Carrier for their Tank Trucks while transporting petroleum products under this Contract would be reimbursed by the Company on round-trip basis subject to production of original receipts for payment. Company's decision whether any charge is reimbursable or not would be final and binding on the Carrier.
- (c) The transport charges payable under this Agreement are based on shortest route approved by the Company on the round trip basis (called RTKM). A list of current RTKMs applicable to storage points where subject Tank Trucks are based is available with concerned storage point. Company would, however, be entitled to revise these RTKMs from time to time, including retrospectively, which would be binding on the Carrier. Difference in transportation charges arising out of this revision will be recoverable / payable from the date of Agreement or effective date of such revision, whichever is later.
- (d) Company reserves the right to use the Tank Trucks on their return trip based on Company's own operational convenience / requirement for delivery of petroleum products. Payment in such case would be made only to the extent of any additional distance covered beyond the normal RTKM route for which the movement was undertaken.
- (e) The procedure for payment of transport bills and reimbursement of entry / transit / bridge / toll tax / octroi charges prevalent in the Company from time to time would be binding on the Carrier.
- (f) The Company has not guaranteed any minimum billings / mileage or loads for any period whatsoever. Hence, Company will not be responsible for their inability in offering any load on any day or during any particular period and no idle charges etc. would be payable.
- (g) The Company will endeavor to arrange unloading of the Tank Trucks within reasonable time. However, no detention charges etc. are payable if, for any reason, such unloading is delayed at the receiving location.
- 7(a) The Carrier shall deposit a sum of Rs. _____ as Security Deposit for due fulfillment of terms of this Agreement. This sum shall not bear any interest.
- (b) Company shall be entitled to adjust any sum due to it from the Security Deposit amount and / or any transport / other charges / dues pending for payment to the Carrier against any other contract. The decision of the Company will be final and binding on the Carrier.
- 8 (a) The Carriers will be responsible for loading and discharging of the Tank Trucks. All the instructions of the Company with regard to the same would be binding on the Carrier.

- (b) Only the Crew of the Tank Truck and authorized representative of the Carrier shall be allowed entry inside the Company's loading / unloading locations.
- 9 (a) The Carrier shall be responsible for quantity and quality of the products received by him for transportation. Acknowledgement by any member of Crew of the Tank Truck or by any other authorized person of the Carrier by way of signing on the Challan or any other Dispatch Document would be sufficient proof of acceptance of product quantity and quality by the Carrier.
- (b) The Carrier will comply with and give full cooperation to the Company rules and regulations of sampling and any guidelines provided by HBL from time to time.
- (c) If any shortage in quantity and / or variation in quality of product is found at any stage after Tank Truck leaves the Dispatch Storage Point up to Receiving location, the Carrier would be responsible for the same irrespective of reason and Company would be entitled to following -
- (i) In case of quantity shortage, recovery will be at the following rate:
- The recovery will be the shortage quantity multiplied by the rate of Motor spirit (MS) prevalent during the time of deduction. The rate of MS will be taken of Patna municipal limits). MS means PETROL.
- (ii) In case of variation in quality, Company at its' discretion may dispose off the contaminated product. All expenses / losses and cost/penalty of product in this connection as determined by the excise department and the company shall be recoverable from the transporter/Carrier. The recoverable rate for the off specs products shall be the rate of MS prevalent at Patna (WMC) at the time of disposal multiplied by the quantity disposed by HBL. The cost of disposal as aforementioned shall be deducted / recovered from the transporter's account. In addition to this the transporter shall pay penalty/fine to Excise dept.as decided by Excise department and the transporter shall absolve HBL from paying such penalty to Excise department.
- (a) Above would be in addition to and without prejudice to the Company's right of termination of this Agreement as per clause 15.
- (b) Carrier will allow representative of Company and the party, to whom the products are being sent, to travel with him.
10. Carrier will be responsible for ensuring that:
- (a) Rules and regulations of the Company in force are followed by him, his staff and Crew of Tank Truck.
- (b) All fittings in TT should be ISI marked. Each TT should carry at least 2 nos of ISI marked fire extinguishers. One extinguisher shall be kept in an easily accessible position away from the TT unloading facilities and one fire extinguisher in driver's cabin. Company may ask for additional fittings / equipments as per requirement.
- (c) Each TT should have double pole wiring system and should have security system arrangement as required by the company.
- (d) Any security system (for e.g.: locking/sealing system) decided by company to guard against malpractices will be unconditionally accepted by contractor. Cost of modification / modifications of fittings if any on TT will be borne by the Carrier. Carrier shall be responsible for safety / maintenance of such security systems.

iv)) As per the Gazette Notification dtd. 16.09.2005, all the N2 (Gross Vehicle weight between 3.5 T to 12 T) and N3 (Gross Vehicle weight more than 12 T) category vehicles other than tractor-trailer combination manufactured on and after the 1st day of October 2006, meant for carrying hazardous goods and liquid petroleum gas shall be fitted with Anti-lock Braking System conforming to IS: 11852 : 2003 (part 9).

(v) HBL reserves the right not to use the TT if any of the gadgets is found not functioning

However, HBL requires that all the vehicles offered by the tenderers for transportation of Ethanol are fitted with the Anti-lock Braking system conforming to IS :11852 : 2003 (part 9) irrespective of the year of manufacturer.

The tenderers shall comply with the above requirement. In case any non compliance / violation is brought to the notice of the Corporation during processing of the tender or execution of the contract, disciplinary action as per the guidelines shall be taken against the tenderer, and may include termination of the contract.

11. Vehicle and crew check

- i. Whether the vehicle is in possession of two nos. 10 Kg DCP fire extinguishers which are in operating condition.
- ii. Whether the fire extinguisher provided in T/T is having all desired details i.e. Tank truck registration number, date of servicing along with the due date. The tank truck registration number should be painted on the bottom ring of the fire extinguisher.
- iii. Whether the crew is trained for hazardous nature of petroleum products, emergency procedures, emergency communication etc.
- iv. Whether the Exhaust is wholly in front of tank truck and has ample clearance from Fuel Oil system and combustible material.
- v. Whether approved quality spark arrestors have been provided on the engine exhaust and Muffler /Silencer is not cut off from the exhaust. Spark arrestor should be firmly attached to the exhaust pipe by a proper bolting system.
- vi. Whether fuel tank is positioned so that leaking or spilled fuel can directly drain to the ground without impinging on the engine or exhaust system. Also, check whether it is located on the side opposite to the tank lorry discharge faucets.
- vii. Whether the fuel tank is protected by stout steel guards and has provision for locking.
- viii. Whether the Vehicle Design conforms to the Petroleum rules 2002 and has been approved by CCOE.
- ix. Whether the vehicle is in good condition and the RTO has issued a fitness certificate.
- x. Check whether RLW is less than registered weight of the vehicle as approved by transport authorities.
- xi. Whether the gross and tare weight painted on the vehicle tally with the permit.
- xii. Whether the Tank Truck is conspicuously marked on each side and rear, in bold letters at least 7 cm high and on a background of sharp contrasting colour (the word "flammable" and name of product) as per UN code.
- xiii. Whether maximum net carrying capacity is less than 97% of gross carrying capacity.
- xiv. Whether the vehicle has First Aid Box, Tool Box and Emergency Lighting.
- xv. Distance between two partitions and any adjacent tank end shall not exceed 2500 mm.
- xvi. Whether driver is carrying valid driving license, calibration certificate and explosives certificates in the vehicle.
- xvii. Whether the Driver has a copy of the standing instruction and TREM card.
- xviii. Whether the health checks of T/T crew have been carried out periodically as desired, at least once in six months. Whether eye sight of the driver is good.

- xix. Whether the engine is positioned so that it is protected from any spillage or leakage of flammable product.
- xx. Whether fusible link which will permit automatic closing of the emergency valves in the event of fire is provided as per specification. Fusible alloy should melt at 93 deg C. in the event of fire.
- xxi. Operate the fire extinguisher for effectiveness and record whether it is in good working condition.
- xxii. Whether the vehicle has a cut off master switch for electrical system and is in easily accessible position.
- xxiii. Whether all electrical circuits including battery terminals have protective insulation along with fuses
12. Carrier shall submit details of TT crew, antecedents of the TT crew obtained from local Police & a copy of valid driving license of the driver to the base location and obtain entry pass from the location. It shall be mandatory to get the T/T crew trained for safe driving practice, while carrying hazardous goods from Terminal/ Depots. The subject programs will be organized by HBL at the Plants , and applicable charges shall be borne by the concern transporter.
13. In case any of the Tank Trucks meets with an accident while it is loaded with Company's product, the Carrier shall:
- i) Arrange conveying of information to dispatch storage points as also nearest police station;
 - ii) Guard the Tank Truck and product till arrival of rescue agencies;
 - iii) Arrange another fit Tank Truck to salvage the product from Accident Tank Truck;
 - iv) Bring such transhipped / salvaged product to Dispatch Storage Point or other location as directed by the Company at Carrier's cost.
 - v) Be responsible and liable for loss / claims as determined by the Company.
- 14 (a) Carrier shall be responsible for any damage or loss caused to the Company's product or property by negligence or default of it's Crew, authorized representative or Tank Truck. This will also include confiscation of Company's product delivered to the Carriers by any statutory authorities.
- 15 (a) The Carrier shall not be entitled to assign, subrogate, sublet or part with it's right, title and interest under this Agreement for any reason whatsoever, or change the ownership of / their right on the Tank Trucks.
- (b) The Carrier shall not cause or allow any change in the constitution of its firm without obtaining the previous written consent of the Company.
16. Neither party to this Agreement shall be liable for the non-performance of any of its obligations under this Agreement so far as such non-performance is occasioned by conditions of the force majeure. The Force Majeure means natural calamities like floods, earthquake and other acts of God and riots, etc.
- The affected party shall give the notice of occurrence of any such calamities within a period of 24 hours of occurrence of such calamities. The performance of the respective obligations of the parties under this Agreement shall be resumed as soon such calamities, which have resulted in the non-performance cease to occur.
17. **This Agreement is valid for a period of one year w.e.f. _____ However, Company reserves the right to terminate this Agreement by giving two months advance notice without assigning any reasons and contractor is not entitled to claim any compensation from the Corporation.**
- Notwithstanding anything to the contrary contained hereinabove, Company reserves the right to terminate this Agreement forthwith upon or at any time after happening of any of the following -

- (a) If the Carrier, its' proprietor or any partner is adjudicated insolvent or become bankrupt or goes into liquidation whether voluntary or otherwise.
- (b) If attachment in execution of a decree is passed against the Carrier, its proprietor or any of its' partners.
- (c) If road permits or statutory licenses / permissions granted to Carrier / it's Tank Trucks by transport or any statutory authorities is cancelled or revoked.
- (d) If any of the information submitted by the Carrier in the tender is found incorrect at any time.
- (e) Breach of any of the terms or conditions of this Agreement by the Carrier.
- (f) If the Carrier commits or suffers to be committed any act which in the opinion of the Company whose decision shall be final, is prejudicial to the good name / image of the Company or its' products or its services.
- (g) If the Carrier causes disruption in transportation of bulk Ethanol products. The decision of Company will be final and binding on the Carrier.
- (h) On the death or retirement of proprietor or any of the partners of the Carrier firm. However, in case, Company does not exercise this option, the Agreement shall continue as between the Company and surviving / continuing partners of the Carrier. The legal representatives of the deceased partner or the retiring partner himself shall be liable for all the obligation of the carrier incurred up to the date of death or retirement but shall not be entitled to claim from the company any portion of Security Deposit.

Company shall account for Security Deposit to the surviving or continuing partners. The death or retirement of any partners shall be notified by the Carriers to the Company in writing within 24 hours of such death or retirement.

Company shall endeavour to finalize contracts for the next contracts before expiry of the existing transport contracts. However, if the new contracts could not be finalized before expiry of the existing contracts, Company reserves the right to extend the contracts beyond the period of three years upto maximum three months on adhoc basis and continue utilizing the tank trucks for making supplies. During the period of the adhoc operation, transportation rates, terms and conditions as per the contract agreement shall be applicable.

- (i) The irregularities mentioned below shall be deemed to have the complicity of the carrier and the carrier will be blacklisted for the first offence itself as a penal action.
 - a. **Unauthorised Fabrication such as hidden chamber / facility to siphon product from the tank etc.**
 - b. **Duplication of any Seal pertaining to the security locking system.**

18. ARBITRATION

- 18.1 All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the Parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the Parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either Party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

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

20. This Agreement covers entire understanding between the parties. No alteration / variation of any of the terms of this Agreement shall be valid unless made with the consent of both the parties and evidenced in writing duly signed by authorized representatives of both the parties.
21. All notices and other communications to be given under this Agreement by either party to the other shall unless otherwise specifically agreed be given in writing by Registered Post or hand delivery against acknowledgement to the following addresses of the respective parties.

To CEO
HPCL Biofules Limited.
REGD Office, Patna.

To, Name of Carrier,
Address,

Signed and witnessed at _____ on _____.

For COMPANY

WITNESS 1.
2.

M/s. _____

(Authorized Signatory)

For CARRIERS

WITNESS 1.
2.

M/s. _____

(PROP. /PARTNER/DIRECTORS)

8.2.3 Period of blacklisting

The period for blacklisting for the carrier & TTs shall be two years. However, the company reserves the right to extend the ban on the concerned carrier/ TT after the period of two years is over. Depending upon the seriousness of the offence, the carrier/ TT may be banned permanently.

(On Non-Judicial Stamp Paper as prescribed in the respective State)

BANK GUARANTEE

BANK GUARANTEE FOR SECURITY DEPOSIT

(On Non-Judicial stamp paper of appropriate value)

TO : HPCL Biofuels Limited

(Address as applicable)

IN CONSIDERATION OF MESSRS. HPCL BIOFULES LIMITED, a Wholly owned subsidiary Company of Hindustan Petroleum Corporation Limited and registered under the Companies Act, 1956, having its registered office at 1st Floor, Shree Sadan, Plot No. 09, Patliputra Colony, Patna - 800013, Bihar (hereinafter called "The Corporation" (which expression shall include its successor in business and assigns) having placed an order on Messers..... a partnership firm/sole proprietor business/a company registered under the Companies Act,1956 having its office at (Hereinafter called "the Carrier(s)") (Which expression shall include executors, administrators and assigns) vide order No.....dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed :

- a) not to insist upon immediate payment of Security Deposit for the fulfilment and performance of the said order
- b) that "the carrier(s)" shall furnish a security for the performance of the carrier's" obligations and/or discharge of "the carrier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the carrier" to accept Bank Guarantee for the security deposit.

We, Bank having office at(hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) at the request and on behalf of "the carrier" hereby agree to pay to "the Corporation"without any demur on first demand an amount not exceeding Rs.....(Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non performance and fulfilment or for any breach on the part of "the carrier" of any of the terms and conditions of the said "order".

2. We, Bank further agree that "the Corporation" shall be sole judge whether the said "Carrier" has failed to perform or fulfill the said "order" in terms thereof or committed breach of any terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in the favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Carrier" may be entitled to.

3. We, Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank's" liability to pay and the amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Carrier" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "order"/or to extend time of performance by "the Carrier" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Carrier" and to forbear to enforce any of the terms and conditions relating to "the order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Carrier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Carrier" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

5. However, it has been agreed between "the Carrier" and "the Corporation" Bank Guarantee for security deposit is Valid upto a period of 3 (Three) months beyond the expiry of the defects liability period as per the terms of the Order No. _____ dated _____.

6. Notwithstanding anything contained herein above :

i) Our liability under this guarantee shall not exceed Rs.....

ii) This Bank Guarantee shall be valid upto and including; and

iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # *before the expiry of 30 days from the date of expiry of this guarantee.*

7. We, Bank further undertake not to evoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.

8. We, Bank lastly agree that "the Bank"'s liability under this guarantee shall not be affected by any change in the constitution of "the Carrier".

9. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Carrier" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on this day of

For Bank

(by its constituted attorney)

(Signature of a person authorised

to sign on behalf of "the Bank")*

(On Non-Judicial Stamp Paper as prescribed in the respective State)

GENERAL IRREVOCABLE POWER OF ATTORNEY

We, the undersigned (1) Shri _____ (2) Shri _____ (3) Shri _____ all residing at _____ the Partners / Directors of M/S _____ having its registered office at _____ do hereby nominate, authorize and appoint Shri _____ & Shri _____ who are our Partners/Directors in the firm to act as attorneys of our firm M/S _____ with full power and authority to exercise the following powers or any of them on our behalf and on behalf of our firm:

- i) To sign, seal, execute, perfect and/or complete the tender document of transportation of petroleum products and also other relevant documents required by M/S _____ Corporation Ltd. (hereinafter called The Company) in respect thereof.
- ii) To negotiate, enter into correspondence with the Company and do all and everything necessary suitable or proper with regard to the said tender for transportation of Ethanol products.
- iii) To sign, seal, execute, perfect and/or complete Transport Contract Agreement and all and/or any other document, Indemnity Bond etc. Required by the Company in connection with the said Transport Contract Agreement.
- iv) To do all acts, deeds, as may be necessary for and incidental to the execution of proper performance of the said transport contract agreement with HBL.

We the said partner(s) do hereby agree to allow verify and confirm all and whatsoever the said Shri. _____, and Shri _____ shall or may do or cause to be done in or about the said tender and the Transport Contract Agreement, the execution and proper performance thereof by virtue of these presents.

This Power of Attorney shall remain irrevocable till the validity period of our quotation/Transport Contract Agreement / or refund of our Security Deposit whichever is later.

In witness whereof, we have hereunto set and subscribed our hands at _____ this _____ day of _____ Two thousand two _____.

Signatures

Signed, Sealed and delivered by	1) Shri _____
the within named partners/	2) Shri _____
Directors of M/S _____	3) Shri _____

Before me.

Notary public
(Notary's Stamp)

UNDERTAKING

We declare as under:

1. **That the Tank Trucks offered under contract to HBL has not been withdrawn from any other contract with any other PSU Company or any Zone/ Region/ Location of the HPCL .(In case trucks are plying with other companies NOC from OMC to be obtained before inducting into contract)**
2. **That the Tank Trucks under reference are not attached with any other Party/ Contractor/ Distributor and have not been withdrawn without their prior consent.(Applicable from date of contract)**
3. **That the subject Tank Trucks are not involved in any litigation other than routine cases of road accident or any violation of Motor Vehicles Act.**
4. **That we have not been blacklisted so far by any of the PSU Company.**
5. **We further confirm that the details as furnished by us have been verified and found correct. We undertake to place the Tank Trucks at the disposal of HBL in case the contract is awarded in our favour. If any information is found to be incorrect, the contract if awarded to us shall be liable to be cancelled and we shall be liable to pay to the Company such damages/ losses/ claims as the Company may put to due to termination of the contract. We also undertake that should there be any action against Company resulting in damages of whatsoever nature to Company on account of award of contract in our favour on the basis of the misrepresentations, we shall keep the Company completely indemnified against all the claims/ losses/ damages/ litigations/ court action etc.**

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

Integrity Pact

The Integrity Pact duly signed by the authorized official of HPCL/HBL and the Contractor, will form part of this contract / supply order.

Proforma of Integrity Pact (which is issued along with the bidding document) shall be returned by the bidder along with technical bid, duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory. Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.

If the contract has been terminated according to provisions of the Integrity Pact, or if HPCL/HBL is entitled to terminate the contract according to provisions of Integrity Pact, HPCL/HBL shall be entitled to demand and recover from the Contractor liquidated damages amount by forfeiting the Performance Bank Guarantee / Security Deposit as per Integrity Pact.

AGREEMENT

No.

Dated.

To,

HPCL BIOFUELS LIMITED

Sub: Purchase of Bidding Documents

Ref.: TENDER NO: HBL/TEN/PUB/21-22/205, DT. 16.10.2021.

HBL and the Bidder agree that the Tender is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of 90 days AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

They confirm acceptance and compliance with the Integrity Pact in letter and spirit. They further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by HBL.

The consideration for this separate initial contract preceding the main contract is that HBL is not agreeable to sell the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for 90 days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with HBL.

HBL promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions, HBL shall have unqualified, absolute and unfettered right to encash / forfeit the bid security submitted in this behalf.

Yours faithfully,

Yours faithfully

(BIDDER)

(PURCHASER)

(One copy of this agreement duly signed must be returned alongwith offer).

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

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

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

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

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

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

Section 2 - Commitments of the Bidder / Contractor

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

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

The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission

or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

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

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

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

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

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

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

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous Transgression

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

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

Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

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

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

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

Section 7 - Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or 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

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

Shri. _____

Shri. _____

Shri. _____

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

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

The 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.

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

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no

right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

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

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

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

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

Section 9 - Pact Duration

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

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

Section 10 - Other provisions

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

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

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

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

For the Principal

For the Bidder/Contractor

Place.....

Witness 1:

Date.....

Witness 2:

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

To,
HPCL Biofuels Limited
1St Floor, Shree Sadan
Plot No. 09, Patliputra Colony
Patna, Bihar - 800013.

Dear Sir,

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

A. Supplier / Contractor Details

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

HQO PATNA/LAURIYA/SUGAULI

B. Particulars of Bank Account

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

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

Name (in Capitals) of supplier / contractor

Authorised Signatory

Date:

Official Rubber Stamp

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

SCHEDULE - A

The transporter shall be re-imbursed cost incurred only in case of price/rate escalation of HSD (Diesel) is equal or more than Rs 1 per litre of fuel hike slab. In this case the base rate taken for HSD shall be rate during the due date of Tender/unpriced bid Opening AT Patna WMC.

Similarly the cost shall be recovered from the transporter's bill in case the three is de-escalation of Diesel (HSD) price at the tune of Rs 1 per litre or more per fuel de-escalation slab. In this case the base rate taken for HSD shall be rate during the due date of Tender/unpriced bid Opening at Patna WMC.

The formula for working out the escalation/de-escalation or rates due to revision in HSD price is given hereunder:

Increase/ decrease in the transportation rate in Rs per KL: (Irrespective of capacity of Tank trucks)

ΔA (in Rs/KL) = 0.0156 x [(+) increase or (-) decrease in per litre Diesel (HSD) RSP under Patna Municipal limits} X RTKM of the supply-delivery location (which will be verified jointly by transporter and HBL).

Hence billing rate in case of escalation / de-escalation of HSD prices shall be = PO item rate (Rs./KL) + ΔA

RSP = Retail selling Price

NOTE:

1. The retail-selling price of HSD as on the date of opening of the tender will be the base price.
2. The escalation/ de-escalation of transportation rates will be allowed every quarter i.e. on 1st July, 1st October, 1st January to 1st April.
3. Escalation/ de-escalation shall be applicable in slabs as per increase/ decrease in RSP (Retail Selling Price) of HSD is equal or more than Rs 1.0 per Litre which will be the weighted average of RSPs of HSD during immediate previous three months, and the new transportation rates arrived at on the above dates shall be applicable for a period of subsequent three months.
4. Only the increase/ decrease in RSP of HSD at the State Capital cities i.e Patna (Within Municipal Limits) of the supply point concerned shall be considered and the escalation/ de-escalation factor shall apply for all the Locations coming under the respective State. In case of any dispute, the decision of the Oil Company shall be final and binding.
5. RTKM of any supply-delivery locations shall be established by joint verification RTKM distance by HBL officer and Transporter's authorized representative.

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	Service Tax Registration No:		
*10	PF Registration No:		
*11	Type of Job Expertise		
12	Financial Limit of contract sought for (in Rs Lacs)		
*13	Particulars (latest) of contracts handled in PSU/Govt/Reputed Firms		
*14	Annual Turnover of the firm during last three years		
*15	Please mention whether your firm / company is registered in NSIC Unit/ PSE Unit/ SSI		
16	Name & Address of Proprietor/Partner's/Directors:		
	Name	Address For Correspondence	
*	Please Enclose copy of above documents.		
Date			
Place :		Signature & Stamp of Vendor	

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