

PRE-QUALIFICATION CRITERIA

Financial:

Average Annual Financial Turnover during the last 3 years, ending 31st March, of the financial Year 2023-24, should not be less than as given below :

North: 5 Lacs , For MSE 4 Lacs

West: 10 Lacs, For MSE 9 Lacs

East: 3 Lacs, For MSE 2.5 Lacs

South: 5 Lacs, For MSE 4 Lacs

North East: 1 Lacs, 0.7 Lacs

If Bidder wishes to quote for all zones : 23 Lacs for MSE 20 Lacs.

(For bidders quoting for multiple zones, they have to meet cumulative PQC for the respective zones)

Against the Financial PQC, notarized copy of Audited Balance sheet for the years 2021-22, 2022-23 and 2023-24 should be submitted or a declaration duly attested by the statutory auditor/ Chartered Accountant to be submitted. Bidder to ensure that any Attestation / Certification/ Audited Financial Statement by Chartered Accountant submitted in Bid document should bear Unique Document Identification Number (UDIN).

In Case where Audited results for the last accounting Year, as on the date of submission of the tender is not available, bidders shall submit the Audited results of three consecutive Accounting years proceeding the last Accounting Year i.e 2020-21, 2021-22 and 2022-23 and a certificate signed by CEO/CFO/Partner/ proprietor of the Bidder shall be submitted stating that the Accounting results of the last Accounting year of the company/firm are under audit as on the date of submission of the bid.

Bidder shall ensure that any Certification/Audited Financial Statement by Chartered Accountant submitted in Bid Document shall bear Unique Document Identification Number (UDIN)

Technical:

Bidders shall have experience of having successfully carried out and completed similar work during the last 7 years ending last day of the month previous to the one in which applications are invited, which experience shall be as below –

- One similar work costing not less than the amount -

North: 6 Lacs

West: 14 Lacs

East: 4 Lacs

South: 6 Lacs

North East: 1 Lacs

If Bidder wishes to quote for all zones , Bidder may submit one similar work not less than the amount 32 Lacs.

(For bidders quoting for multiple zones, they have to meet cumulative PQC for the respective zones)

Similar Works:

Similar works include conducting inventory counts, stock audits, or verification processes for fast-moving consumer goods which handle items packed in buckets, barrels, or cartons, stored in warehouses on Racking or on ground, within industries like Oil & Gas, Chemical Industry, food and beverage, personal care, Electrical goods and household goods, ensuring compliance with inventory management, safety, and regulatory standards.

Documents acceptable against the Technical Qualification.

1. Copy of Purchase Order or Work Order placed on the bidder or Agreement on Stamp Paper between the bidder and the Client ##

AND

Any One of the below mentioned documents:

- a) Certificate of Completion of Work **, Or
- b) Certified Bills, Or
- c) Proof of Payment

** Completion certificate on client's letterhead indicating a) Brief of work (b) Contract period (c) Date of completion (d) Work Order reference (e) Value of Work executed for each work order being claimed as per above criterion.

OR

Self-certification from Bidder's Country Head or CEO or equivalent authority on company's letter head indicating a) Brief of work (b) Contract period (c) Date of completion (d) Work Order reference (e) Value of Work executed and (f) client's references for each work order being claimed as per above criterion. However, HPCL reserves the right to verify the authenticity of the documents submitted by the bidders.

##: Submission of the Purchase Order / Work Order/ Contract Agreement is mandatory, and it shall clearly have the details of work to enable us to identify whether the bidder meets the technical criteria stipulated above or not. Purchase orders and Work Orders against single project/tender will be considered.

For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of bid opening

Evaluation:

Evaluation Shall be carried out zone wise. Bidder to quote for all locations in each zone. Bids that will not quote for all lines within the same zone shall be disqualified.

There shall be no division of work within zones.

**DOCUMENT FOR INSPECTION AND INVENTORY COUNT OF PLANTS,
WAREHOUSES, DEPOTS, CODs**

HP Lubricants, a vertical of **Hindustan Petroleum Corporation Limited (HPCL)**, is one of the largest and most well-established lubricant manufacturers in India. It plays a pivotal role in meeting the country's demand for automotive, industrial, and specialty lubricants across various sectors, including transportation, manufacturing, and heavy industries.

HP Lubricants operates modern, state-of-the-art blending plants that manufacture a wide variety of lubricants. The supply chain is designed to ensure efficient product distribution:

- Blending Plants: HPCL operates blending plants located strategically across the country.
- Warehousing and Storage: Products are stored in large warehouse facilities at multiple locations, designed to cater to all our customers.

This tender is floated for Third Party Stock Audit for Lube Plants, Warehouse, Depots, Company operated Depots across locations in the country. Stock includes Lubricants (Engine Oils, Hydraulics Oils etc) packed in pouches, containers, cartons, buckets and barrels. Generally, all Cartons are stacked over racking system of configuration G+4. Buckets and Barrels are stored on ground. All cartons are to be placed under covered godowns. The addresses of current locations are provided with the schedule of quantities.

The Locations are divided as per 5 Zones- North, West, East, South and North East.

- a) North Zone- Line Nos 1- 10
- b) West Zone- Line Nos 11-26
- c) East Zone- Line Nos 27-32
- d) South Zone – Line Nos 33-38
- e) North East- Line no 39

SCHEDULE OF QUANTITIES:

Sl No	Qty	UOM	Warehouse Location	Zone	City
1	12	EAC	BHATINDA MEGA WAREHOUSE	North	Bhatinda
2	6	EAC	ZIRAKPUR PB COD	North	Zirakpur
3	24	EAC	JAMMU LUBE COD	North	Jammu
4	24	EAC	CHANDIGARH LUBE REGIONAL OFFIC	North	Ludhiana
5	6	EAC	DELHI WAREHOUSE - II	North	Delhi
6	24	EAC	DHARUHERA MEGA WAREHOUSE	North	Dharuhera
7	24	EAC	LUCKNOW STATE WARE HOUSE	North	Lucknow
8	24	EAC	LUCKNOW STATE WARE HOUSE	North	Varanasi
9	6	EAC	LUCKNOW STATE WARE HOUSE	North	Bareilly
10	24	EAC	NALAGARH COD	North	Nalagarh

11	24	EAC	AGARWALPACKERS JAIPUR CLMWH	West	Jaipur
12	24	EAC	JAIPUR LUBES REGIONAL OFFICE	West	Sanganer
13	6	EAC	KOTA-LUBE-COD	West	Kota
14	24	EAC	AHMEDABAD HP MEGA WAREHOUSE	West	Ahmedabad
15	24	EAC	HPCL PIMPRI LUBE DEPOT	West	Pimpri
16	24	EAC	LONI WAREHOUSE LUBES	West	Loni
17	24	EAC	NAGPUR LUBES REGIONAL OFFICE	West	Nagpur
18	24	EAC	A 1 INFRA BHIWANDI CLMWH	West	Bhiwandi
19	24	EAC	CREST-PKG-PSD	West	Raigad
20	24	EAC	CREST PACKAGING	West	Mumbai
21	24	EAC	SURAKSHA PACKNSEAL PVT LTD .	West	Bhiwandi
22	24	EAC	PETER AND MILLER PACKERS	West	Panvel
23	24	EAC	MAZGAON TML LUBES	West	Plant
24	24	EAC	MAZGAON TML LUBES	West	Standipack
25	6	EAC	NANDAN IMPEX KHADKI CLMWH	West	Valsad
26	24	EAC	SILVASA LUBE TML	West	Silvassa
27	24	EAC	INDORE CO OWNED LUBE WAREHOUSE	East	Indore
28	24	EAC	CHHATTISGARH STATE WAREHOUSE	East	Raipur
29	6	EAC	S D ENTERPRISES CUTTACK COLD	East	Cuttack
30	24	EAC	BUDGE BUDGE I - LUBES	East	Budge Budge Plant
31	6	EAC	WESTBENGAL STATE MEGAWAREHOUSE	East	Ramnagar
32	24	EAC	SAMBALPUR LUBE COD	East	Sambalpur
33	24	EAC	SMCN GUNTUR CLMWH	South	Guntur
34	24	EAC	DPWORLD ELPL HYDERABAD CLMWH	South	Hyderabad
35	24	EAC	DPWORLD ELPL BENGALURU CLMWH	South	Bengaluru
36	24	EAC	DP WORLD ELPL VELLIYUR CLMWH	South	Velliyur
37	24	EAC	CHENNAI TML-LUBE	South	Chennai
38	24	EAC	KOCHI TERMINAL	South	Cochin
39	24	EAC	RITA AGENCIES GUWAHATI CLMWH	North East	Guwahati

General Terms & Conditions

- 1) Unit of Measurement for this order = Per Audit (EA)
- 2) The service provider has to comply with all statutory requirements including GST as applicable during the time of invoicing.
- 4) Contract Period: 2 years from the date of PO/LOI.
- 5) Payment Terms: Payment against invoices will be made within 15 days by our Disbursement Section at IFS Mumbai after submission of necessary backup i.e Audit report, visit pictures, pictures of damaged stock. Invoices to be made at the end of inspection.
- 6) Intimation to Bidder shall be given by HPCL for the audit date. Bidder to comply with dates as requested by HPCL and contact details of Auditor i.e Email ID/Mobile No of the authorized

person to whom information is to be given to be provided to HPCL Officer for further coordination.

7) HPCL reserves the right to increase the no of Audits by 6 Nos (25%) for each location at the same rates, Terms & Conditions within period of validity of this

SCOPE OF WORK AND TERMS AND CONDITIONS:

The scope of the Third party inspection/audit is indicated below:

- Checking of physical stock available - Quantity 100% - Product /Package wise against available stock in SAP.
- Checking of Leaky & Damaged Product - Quantity 100% - Product/ Package wise
- Housekeeping of the premises
- Checking of Documentation being carried out by Warehouse personnel including the sampling details of product by HPCL Officials,
- Witnessing an unloading operation and checking the unloaded contents vis-a-vis stock transfer document - randomly one Truck during Inspection.
- Checking of one loaded truck and checking the loaded contents vis-a-vis loading slip & invoice/stock transfer document - randomly one Truck during Inspection.
- Stacking being done vis-a-vis stacking norms applicable.
- Checking of relevant records as applicable.
 - a) Stock Register
 - b) IN/OUT Document for Truck , stamping being done for IN/OUT.
 - c) Reversal records of Invoices being maintained properly including mails of request by Sales Officers, Approval etc.
 - d) Damaged stock records being updated timely.
 - e) Weighing Machines, MHEs(Material handling equipment like Forklift, stacker, hand held devices etc in working condition)
 - f) DCP, Sand buckets are kept in place and their maintenance records.
- Checking of Implementation of FIFO(First In, First Out of Grades)
- Checking of Tagging/Identification of the Products being Stored and daily up- dation/display of the quantity of the same and to be viewed in WMS.
- Checking of Truck Turnaround time for loading & unloading operation - Random two Trucks for each operation.
- Checking of any other observed anomalies and recording of the same.(scope shall be mutually arrived at)
- Frequency of Inspection- Once in a month to be completed within 1 day.
- Type of Inspection: Unannounced/Without any intimation to the Third Party Logistics Provider.
- Reports: The above activities & any other observation to come out clearly in the report, and submission within 03 days of the inspection
- Reporting Structure: Only to HPCL. Confidentiality of the reports to be maintained and addressed to Senior Regional Manager of the Delhi Lubes RO.
- Standard Operating Practices for storage, Loading Unloading of Lubes in Trucks is provided with this Tender document.



SECTION 1

SECURED SHIPMENT OF PACKED LUBES (STANDARD OPERATING PROCEDURE)

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Secured shipment of Packed Lubes

(Standard Operating Procedure)

Q: What is the objective of this section of the document?

A: This document encompasses guidelines for loading and arranging packed Lubes as Finished Goods (FG) (i.e Pails, Drummies, Cartons & Barrels) and also securing the truck given as step wise procedure in the form of FAQ

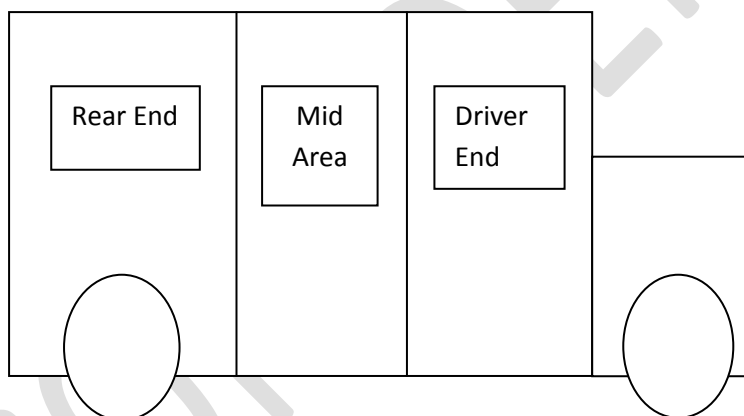
Q: Who will be the user of this document?

A: This Standard Operating Procedure (Referred as SOP in this document) is meant for all dispatch locations, terminals & depots who handle packed lubes for outward moment.

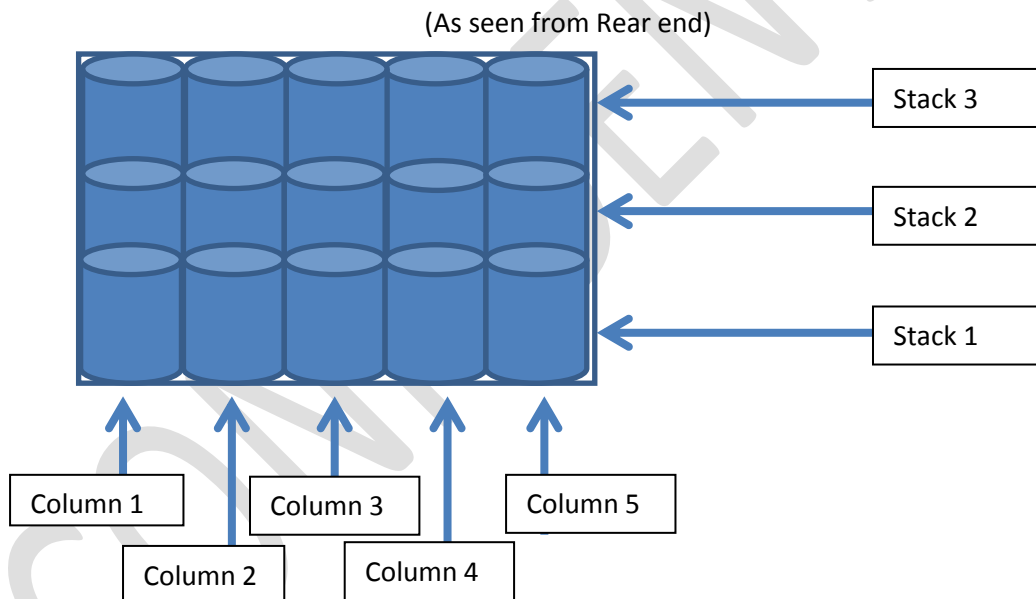
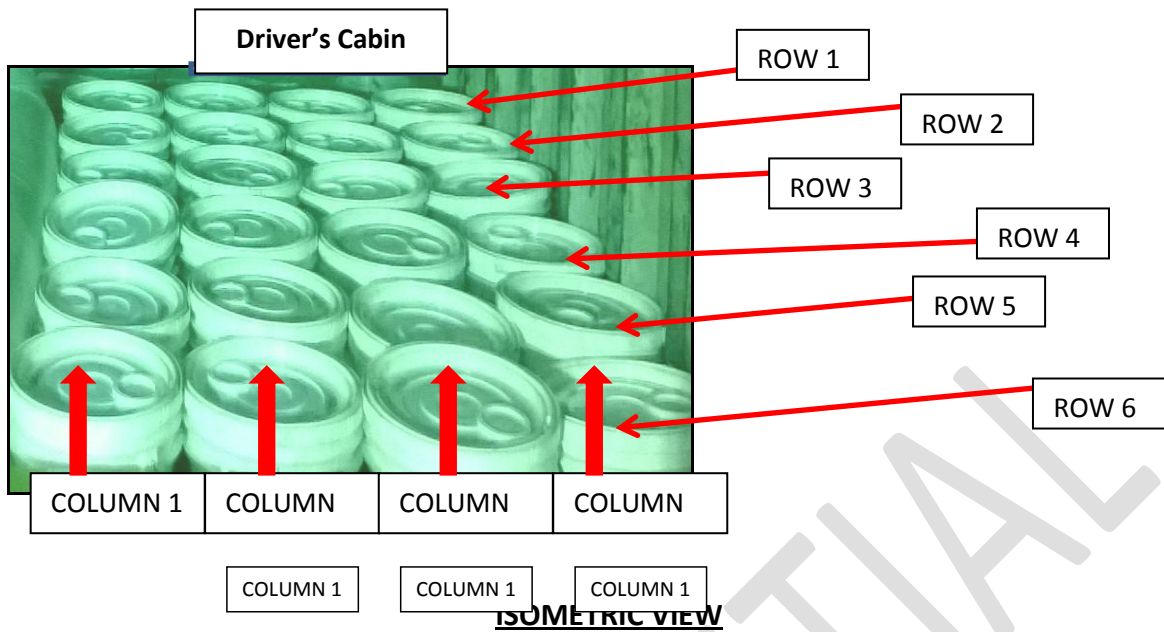
Q: Can important terminology for container truck, stacking terms & securing materials be explained?

A: Truck Terminology as below;

Following are a few terms which will be frequently used to describe loading pattern in a truck. The below diagrams show different views of a truck:



SIDE VIEW OF TRUCK



FRONT VIEW OF TRUCK

You are here

When seen from the Top View, the term used will be ROWS (Counting from Driver End to Rear End) and when seen from the Front View, the term used will be COLUMNS (Counting from Left Hand Side to Right Hand Side) and STACKS (Counting from Bottom to Top).

Q: What is an open body truck & a container truck?

Open body truck:



Container truck:



Q: Can you give container truck dimensions which are generally available in Indian market?

A: CONTAINER DIMENSIONS:

Internal Dimensions for 20 ft Container: (All figures in mm)

- 1) Length-5886-5940
- 2) Width- 2340- 2370
- 3) Height- 2380 -2410

Internal Dimensions (mm) for 40 ft Container:

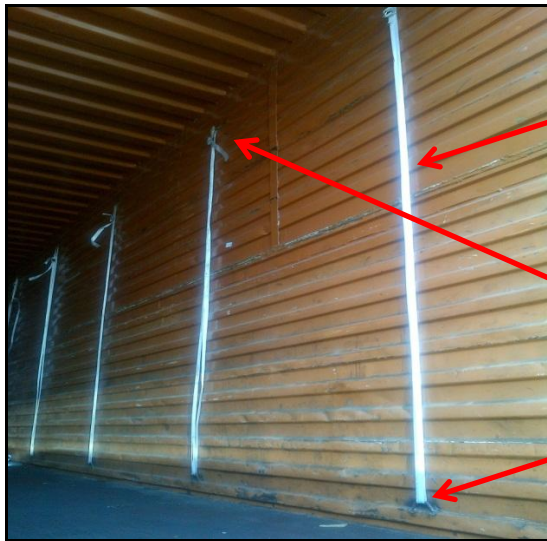
- 1) Length- 12040-12062
- 2) Width- 2340 - 2355
- 3) Height- 2370-2377

Internal Dimensions (mm) for High Cube Container:

- 1) Length- 12000
- 2) Width- 2330
- 3) Height – 2690

Q: How container looks from in-side?

A: Inside view of container is as below. Hooks are welded to support strapping activity as shown in figure



PP Strap

Hooks for strapping

Q: Are hooks essential and integral part of a container ?

A : No, Hooks are not essential part of the container body, in case a truck reports to a dispatch location not having hooks inside, the transporter needs to be communicated for placing a containerized truck with hooks ; as without hooks a truck cannot be properly secured.

Q: What is the max allowable height of stacks for different pack sizes?

PACKAGE TYPE	SIZES OF CONTAINERS	TOTAL STACK HEIGHT	ALLOWABLE LOAD ON BOTTOM STACK
Carton	100 ml PET Bottle (160 x 100 ml)	4	54 Kgs
Carton	250 ml, HDPE Cont	6	50 Kgs
Carton	500 ml HDPE Cont	5	80 Kgs
Carton	500 ml PET Bottle	11	120 Kgs
Carton (10x1), (20x1)	1L HDPE Cont / PET Bottle	8	70 Kgs
Carton	2.5 L HDPE Cont	7	60 Kgs

Carton	3/3.5/4/5 L HDPE Container	6	3/3.5L – 70 Kgs 4L/5L – 100 Kgs
Pails	6.5/ 7.5/ 8.5 L	8	6.5/7.5L – 53Kgs 8.5L – 60 Kgs
Pails	10 L	7	60 Kgs
Pails	15 L	6	75 Kgs
Pails / Drummy	20L	5	80 Kgs
Drummy	50L	2	50 Kgs
HDPE	210 L	2 pallet	210 Kgs
MS Drum	210 L	4 Pallet	360 Kgs

Q: What are securing material? Give its specifications.

A: Following securing materials to be used for securing truck loads:

1) Composite (PET/PP) Straps:



19 mm width, Linear Breakload capacity = 600 Kgs

25 mm width, Linear Breakload capacity = 1000 Kgs

32 mm width, Linear Breakload capacity = 1600 Kgs

Corresponding sizes of galvanized buckles should be used.

2) Corrugated Sheets:

Size: 1.2 m x 1.2 m

Ply Configuration: 3 or 5 ply, Burst Strength = Min
20 Kg/sq cm

Recycled kraft paper to be used.





3) Angle Boards :

Made of Kraft paper liner

Dimensions: 75 mm x 75 mm x 5mm, Length: 1m

Strapping Strength: 685N

4) Plywood sheet: 1200 mm x 2400 mm x 6 mm

Q: How do you make truck load when you have drums, pails & cartons on hand?

A: Ideally, we take min 50 % of 210 L drums to make truck load. Remaining load is distributed between cartons & pails. In any case we must not exceed pails more than 35 % of total truck load. E.g. we shall make truckload of 16 MT by using 40 nos of 210 L drums + 280 nos of 20 L pails OR 500 nos of 10 L pails + 120 nos of Cartons



50%

+

15%

+

35%

Final truckload should be secure as below with help of Dunnage Air Bags (DAB), corrugated sheets & straps.

The Dunnage Air Bag is to fill the gaps and prevent relative moment



Q: How will you load & secure complete truckload of drums?

A: 50 % of truckload (e.g. 8 MT /16MT) will be loaded at base with barrels then single layer of corrugated sheet (as per specs 1.2mx1.2m) will be placed on base drums. Then remaining 50 % drums will be loaded on this corrugated layer. After each 3 rows of drums, strapping should be done with 25 mm straps and corresponding size of hook. If situations demands, corrugated sheets can be replaced by ply sheets (3 to 4 mm)



Q: What should I do when my container truck is not a regular dimension truck and while loading pails some gap remains between two pail stack?

A: Here we can use Dunnage Air Bag (DAB) as shown in the fig below.



Q: How to secure pails load?

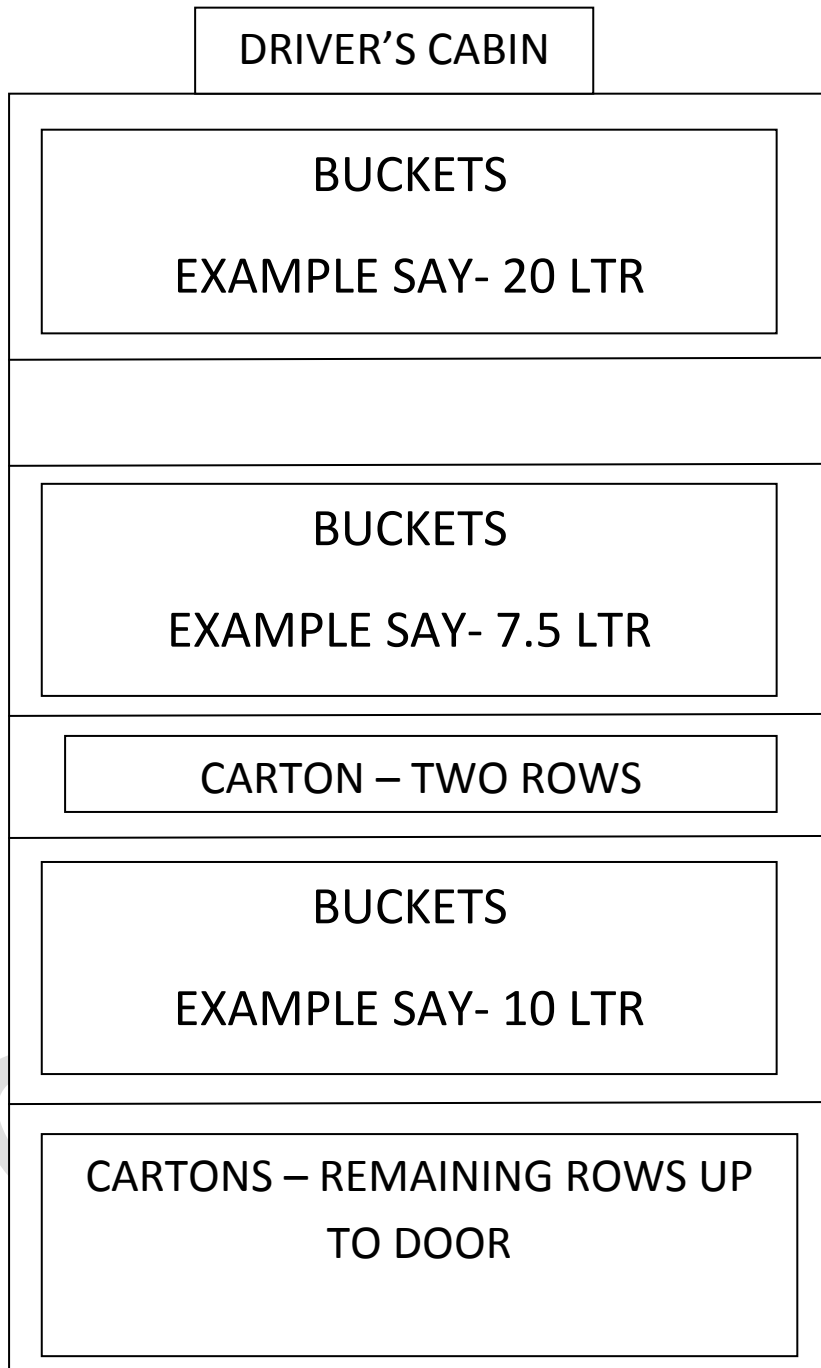
A: Generally pails are stacked above 210 L drums in 3 stacks high. In this case, Pails should be unitized by using 19 mm strap with 3 rows and 4 columns & straps to be tied on top layer. If Pails are stacked without drums directly on container floor, then pails should be stacked Max 5 high & to be unitized by using straps at top layer & 3rd layer. Any gap between two columns should be filled by DAB.

In case of Mixed load of Carton & pails, layer of 2 carton rows to be placed after first three rows of pails. Here, pails should be stacked directly on container floor and max height should be as per max stacking height chart on page 4. Each bundle of 3 rows & 4 columns should be strapped with 19 mm straps at its first two layers.



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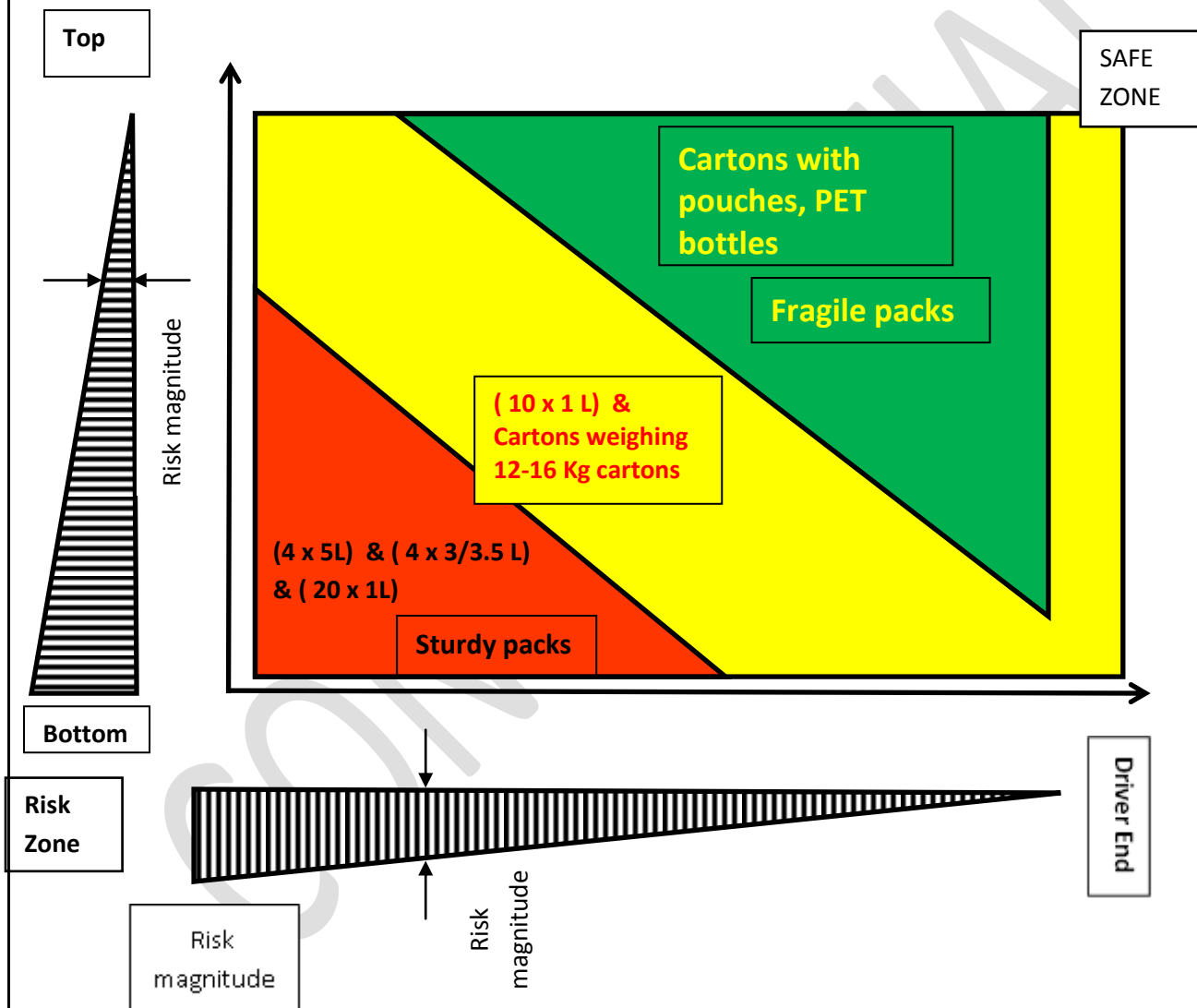
Seen from Rear End



(AS SEEN FROM TOP)

Q: In case of complete carton load, what should be the preference from driver end to rear end?

A: In case of complete carton load, HDPE container cartons like (4 x 5L) & (4 x 3/3.5 L) & (20 x 1 L) should be placed at bottom and rear end of truck (red area of quadrant), 10 x 1 L & 12-16 Kg cartons should be placed in yellow colour quadrant and cartons with pouches, PET bottles should be placed in green area i.e. top layer & near driver end as these are fragile in nature)

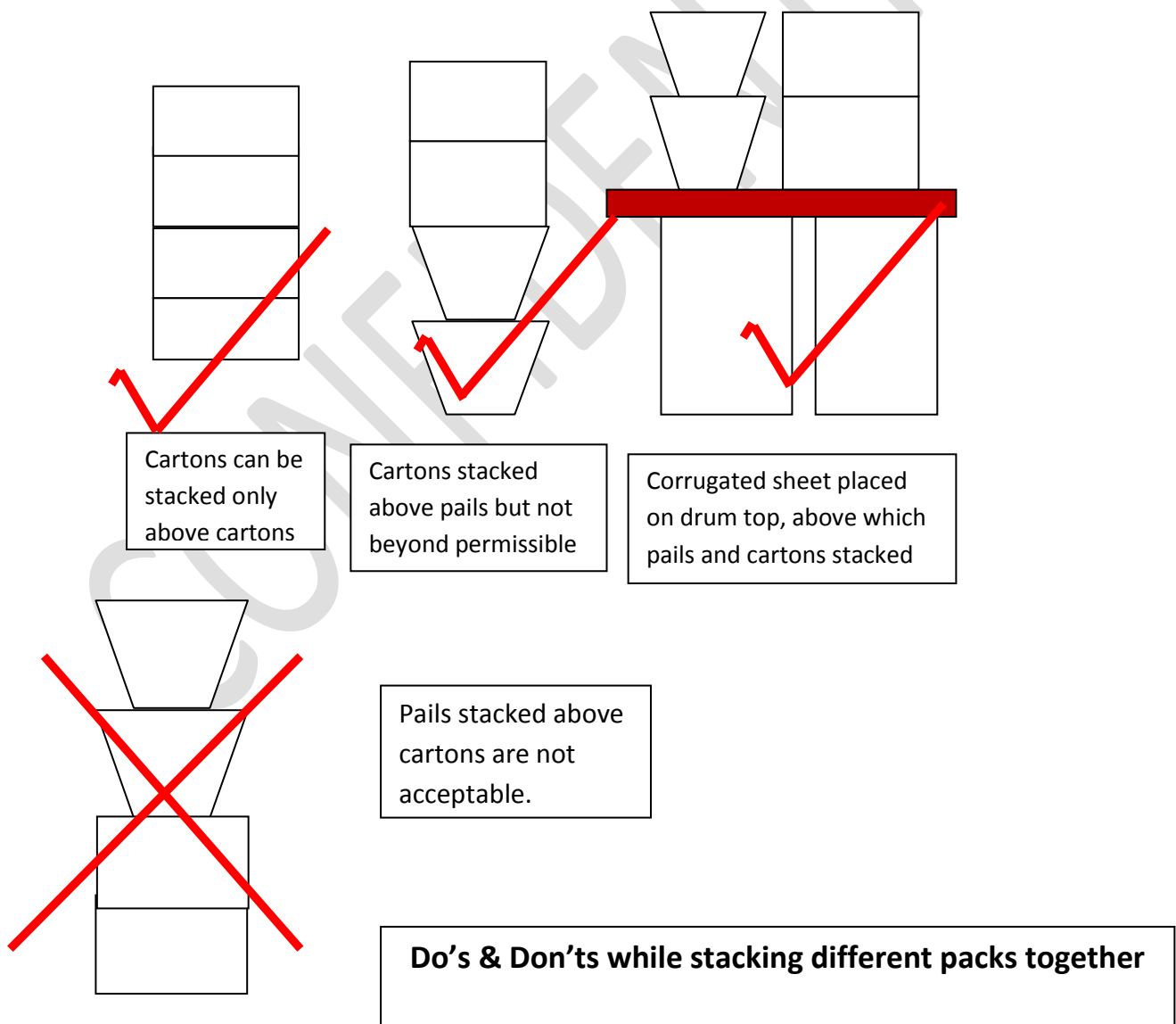


Q: In case of mixed load i.e Drum, Bucket and Cartons, what can be placed on what?

A: For a particular stack, cartons should be kept above cartons only. Under no circumstance pails stacking is allowed above cartons.

Pails also should be stacked above pails only. Only under exceptional cases where sufficient pails are not available for dispatch, max 2 stack of carton is permissible above pails provided the max load on the bottom pail does not exceed the permissible value as stated in the above table. It may so happen that in one consignment buckets (pails) belonging to different manufacturers (moulder) may be required to be stacked, making stacking a little difficult, in such a case due precaution needs to be taken for proper arrangement.

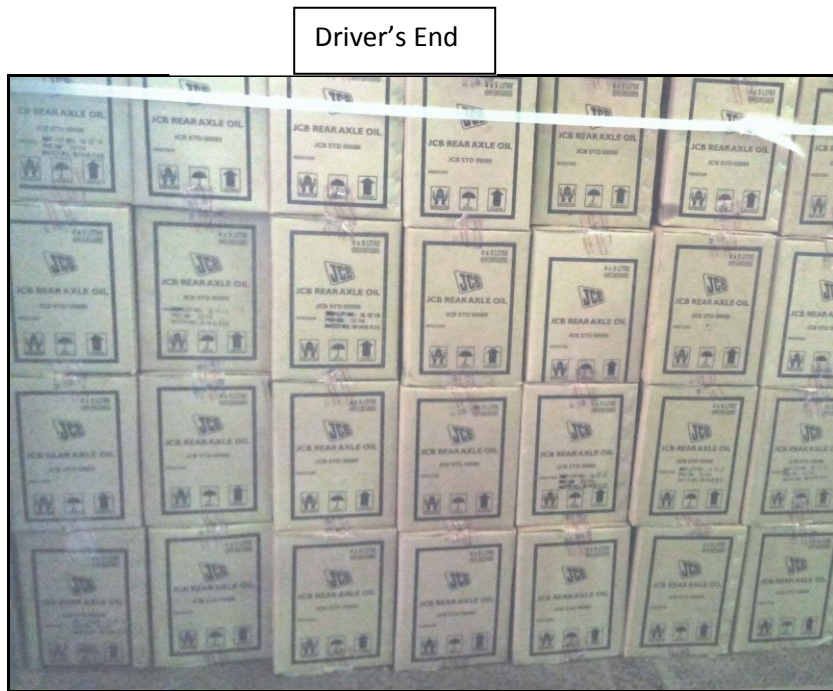
Stacking of cartons/pails over Drums is safe only if a layer of corrugated sheet is layered over the drum top. The sheet layer will compensate for the undulations on the drum surface, sharp edges of the rim and gap created due to placement of drums



Q: How to stack packs when complete truckload is of cartons?

A: All cartons should be placed compulsorily in upright direction.

The shorter face of the carton should face the driver cabin. This gives more stability to carton stack in dynamic condition.

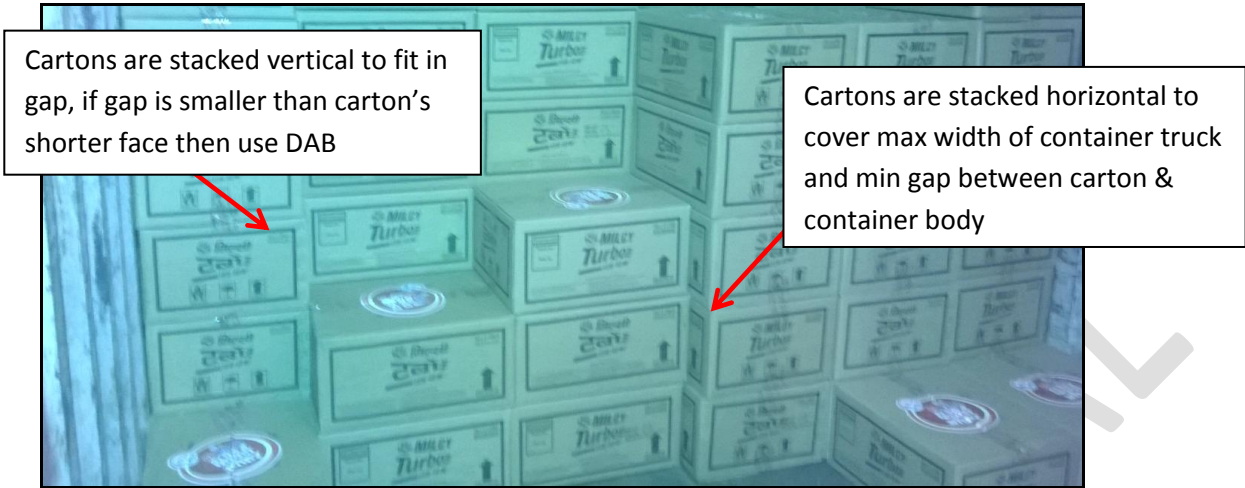


Cartons are stacked at Driver's end with shorter face

As seen from Rear End

The orientation of packs across the width of the vehicle should be such that minimum gap is left between the last pack and the vehicle body. The gap, if any should be filled by Dunnage Air Bag.

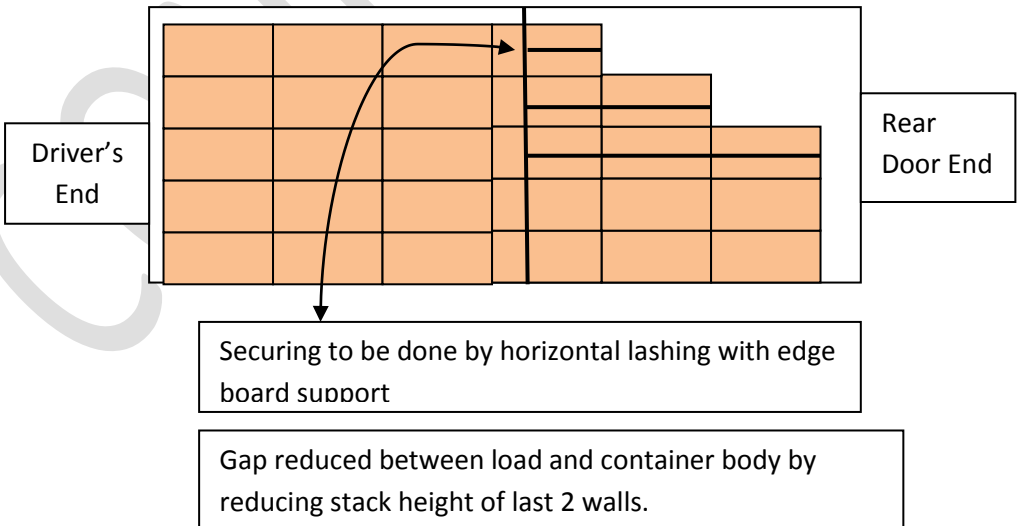
Q: How to arrange middle portion of truck Load?



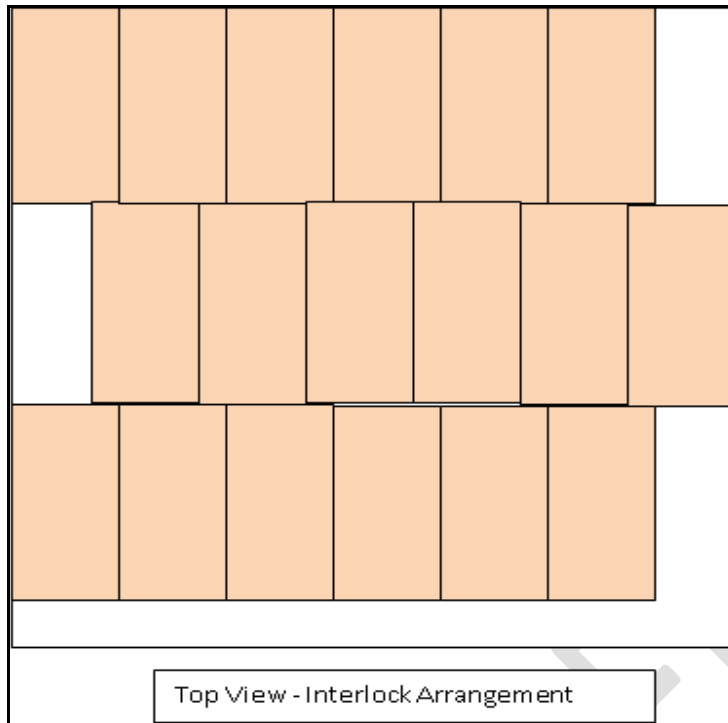
As seen from Rear End

In case there is a significant gap left between the last wall of the truck container, the stack height of the last few walls of the load should be reduced such that the gap can be compensated. For Example, if we have cartons with Max 7 high stack capacity and with this norm, truckload can be completed with space remaining at rear end. Then, stack height to be reduced to 6 high as to spread carton load up to door which gives more stability to loading pattern.

Side View of Container Load



Q: Can inter lock be done as shown in figure

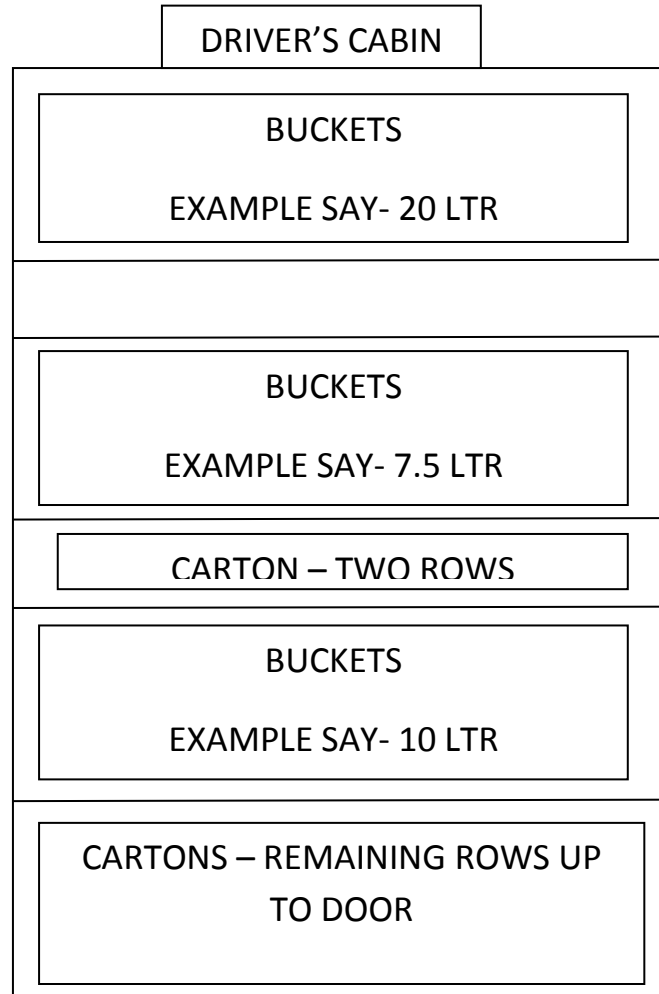


A: No, It is not recommended. In such cases, gaps may create instability and it may not be possible to use dunnage air bag due to dimension constraint. The orientation of packs across the width of the vehicle should be such that minimum gap is left between the last pack and the vehicle body.

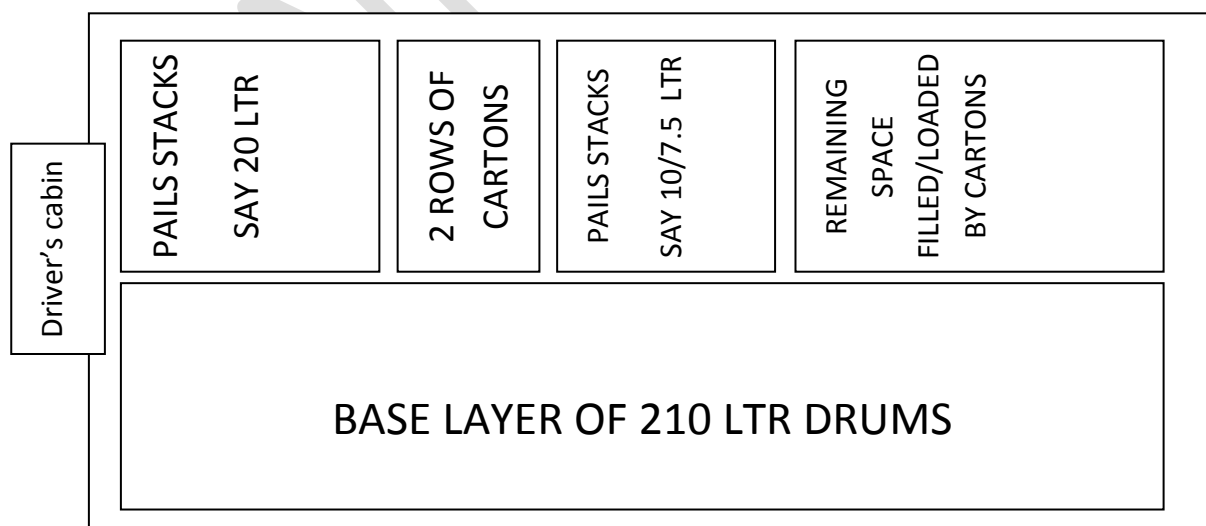
Q: If I am Warehouse officer/depot officer and I do not have any provision for truck lashing equipment/service, then what is the recommended loading pattern for different packages?

A: Wherever, there is unavailability of strapping/lashing service for transportation, following pattern should be used for loading;

- 1) Never plan complete bucket load. Plan only 35 % bucket load of total truck load.
- 2) Load 210 L Barrels at bottom (Min. 50 % of total truck load). Use Liner/old cartons on drums to give cushioning effect to buckets or carton stacked on it.
- 3) In case of mixed load of Drum, Bucket & Carton, first load buckets on base of the Drums at driver's end. Complete remaining truck load with cartons.
- 4) Use ropes to tie last row of base drums.
- 5) In case of open body truck, ensure cover truck with tarpaulin



Top view of the truck



Side view of the truck

Q: What is the basis of this document generation? Is there any study conducted to establish the contents of this document?

A: This document is formed on the basis of industrial experience & different trials conducted from Lube terminals.

Agencies have been consulted that do contract job for truck securing in India. These agencies are working with Oil, Paint & Chemical segments for same nature of job. HQO Packaging discussed with different companies to get their handling & securing patterns & related damage control during transshipment. A feedback was also obtained from our own depots, re packers & terminals to improve existing loading & handling practices. These practices are documented after proper study & technical support from experts.

Team packaging also conducted no of patterns through different trials; some of the pictures are as shown below;



Rear End view at a time of truck unloading

Dunnage Air Bag



Stack of bucket & Dunnage Air Bag with secured straps while unloading of truck



Stack of drums & pails at middle

Although, this document is prepared on the basis of experience & industrial practices, there is always a scope of improvement for which suggestions & technical sharing will be considered from Lube plant officers, depot officers & even from transporter. Once there suggestions are validated, we shall modify this document and circuted to all concerns.

SECTION II

STANDARD OPERATING PROCEDURE FOR PACKAGE HANDLING AND STORAGE AT LUBE PLANTS & STORAGE POINTS

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Q: What is the objective of this section of the document?

A: To ensure good practices of storing and handling of Empty & filled packages at depots and terminals

Q: How to store different empty packages after receipt at Lube Terminals?

A: The relevance of these extents to Lube plants only. All Empty packages should be stored under shade. If permanent shade is not available then temporary shade to be arranged, packages should be covered with help of tarpaulin. Packages should **not be exposed** to sunlight, dust and rain water. FIFO method should be followed to maintain effective inventory control. All empty packages should be stored in place of marked area and board to be displayed which should bear no of quantity receipt, consumed & balance for that date.

a) Pails

- 1) Following should be observed while packing pails in a bundle:
7.5L – 35 nesting, 10L – 30 nesting, 15L – 30 nesting, 20L – 25 nesting
- 2) Every bundle should be made of PP woven sack with a label mentioning Vendor Name, Quantity, brand name and Month & Year of manufacture.
- 3) While nesting of pails, all handles to be positioned in the same direction.
- 4) Pails should be stored vertically downward/notch of the bundle should be vertically upward.
- 5) Pails must be stored indoor or under shades.

b) Barrels (Above 200 Ltr-MS & HDPE)

- 1) All drums should be stretch wrapped with PE film.
- 2) For HDPE drum, bung should be closed with LDPE caps & barrels should be packed in poly bag.
- 3) For MS drums, 2 ply corrugated sheet to be wrapped, PP/HDPE woven sack should be used for transportation of individual MS drums if necessary.
- 4) If drums are to be unloaded manually, use a rubber tyre as a cushion on the ground so that the drop impact is not directly transferred to the drum.
- 5) All drums to be stacked in horizontal position. Not more than 4 high.
- 6) Use pallets at the base if stacking on the ground and a wooden stick as a stopper not more than 1.5 feet long.
- 7) If drums need to be stored outdoor, use temporary shades of tarpaulin preferably dark colored like black or blue.



Above drums are over stacked. Its 6 layer stacking which makes bottom layer drums bend at rim and body deformed. If stack remains for more than 10 days, body breaks & permanent de-shaping may possible at chime/collar.

Empty HDPE drums ideally stacked 4 layers which is easy to unload for filling and no deformation in bottom layer.



c) Cartons

- 1) Strapping should be done along the length & breadth of the carton.
- 2) 10 cartons to be bundled together using a PP Strap (6mm width). No ropes allowed.
- 3) Vendor name, Quantity and Size to be mentioned above the packing slips.
- 4) A max of 70% RH and 30 °C should be maintained while storing. Sufficient no. of fans required in case of extreme fluctuations of climate.
- 5) It is always good to bring the cartons near the packing line for a period of time to condition them to a more normal atmosphere before using them.

- 6) To avoid overhead moistures in a store room, cover the top layer of the cartons by a plastic sheet.
- 7) Stack cartons only on smooth and clean surfaces.
- 8) Cartons should not be stacked more than 20 bundles per pallet

d) HDPE Containers:

- 1) One polybag should have the following no. of containers:
1/2L – 100, 1L – 60, 3/3.5/4L – 16, 5L – 16 containers
- 2) Every polybag should have a label mentioning Vendor Name, Quantity, and Size of container, Month and Year of manufacture.
- 3) Containers should not be more than 10 stacks high.

Q: How to store filled packages or in other words Finished Goods?

A: All packages should be stored under shade. If permanent shade is not available then only METAL DRUMS can be stored under temporary shade to be arranged or to be covered with help of tarpaulin. FIFO method should be followed to maintain effective inventory control. All filled packages should be stored in place of marked area and board to be displayed which should bear no of quantity receipt, consumed & balance for that date.

Packages should be stacked as per following stack height.

PACKAGE TYPE	SIZES OF CONTAINERS	TOTAL STACK HEIGHT	ALLOWABLE LOAD ON BOTTOM STACK
Carton	100 ml PET Bottle (160 x 100 ml)	4	54 Kgs
Carton	250 ml, HDPE Cont	6	50 Kgs
Carton	500 ml HDPE Cont	5	80 Kgs
Carton	500 ml PET Bottle	11	120 Kgs
Carton (10x1), (20x1)	1L HDPE Cont / PET Bottle	8	70 Kgs
Carton	2.5 L HDPE Cont	7	60 Kgs
Carton	3/3.5/4/5 L HDPE Container	6	3/3.5L – 70 Kgs 4L/5L – 100 Kgs
Pails	6.5/ 7.5/ 8.5 L	8	6.5/7.5L – 53Kgs 8.5L – 60 Kgs
Pails	10 L	7	60 Kgs
Pails	15 L	6	75 Kgs
Pails / Drummy	20L	5	80 Kgs
Drummy	50L	2	50 Kgs
HDPE	210 L	2 pallet	210 Kgs
MS Drum	210 L	4 Pallet	360s

a) Cartons

- 1) Every pallet load should have the bottom 2 rows stacked in columnar style and rows above them in interlock pattern. All rows in interlock pattern reduces carton strength by 40%
- 2) There should not be any overhang (misalignment) of cartons in any of the patterns. Even 1 inch misalignment in carton corners is estimated to reduce compression strength by 43%.
- 3) Top layer of a pallet load should be tied with a rope to avoid risk of falling.
- 4) Following are some interlock base patterns which can be used as per compatibility of pallet dimensions



As seen from the Top



As shown in the picture, cartons have been over stacked to 14 high against recommended 7 high stacks. This causes leakages & cap breakages, if kept for more than one month.

b) Pails

- 1) Pails with same size and brand should be stacked.
- 2) No pail should be stacked over a carton or any other package.
- 3) While placing the bottom most row of pail care should be taken that the void space left between the last pail and pail color should touch each other.
- 4) Top 2 layers should be tied by ropes to the truck body. Every 3rd vertical layer should have the above done properly.
- 5) Stack height should be as per chart

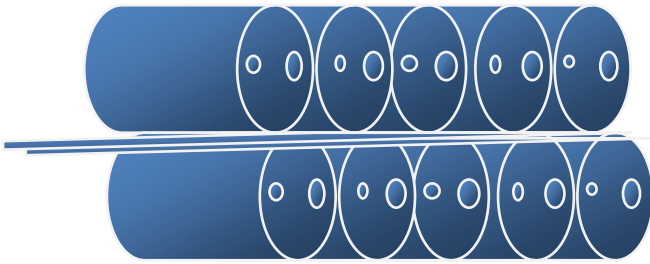


20 L - Pail over stack 1+ 6 and results

c) Drums

- 1) Drums should be stacked max 4 pallet high (MS Barrels)
- 2) Drums should be stacked max 2 pallets high (HDPE barrels)
- 3) MS Drums should be positioned such that the rolling hoops of the drum touch each other.
- 4) Stacked pallet load should always be columnar and never interlock.
- 5) Always palletized indoor storage should be preferred. In case of unavailability of indoor storage, drums should be stored outside but in tarpaulin shade or temporary shade.
- 6) If palletized storage is not possible then drums should be stored horizontal with bung position of 3 O'Clock-9 O'Clock (shown in fig).
- 7) HDPE drums should be inspected and cleaned for drain holes periodically.

Metal Drums horizontal stack

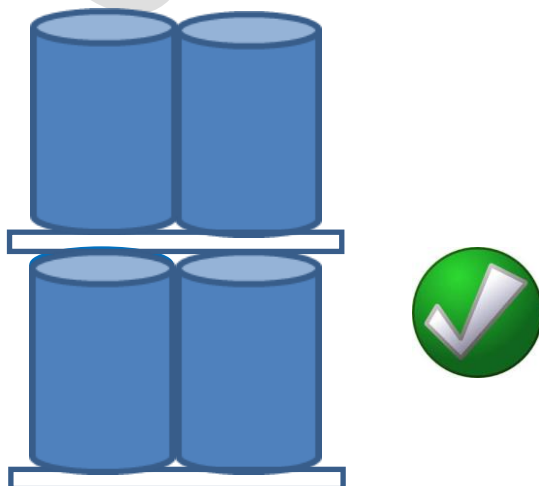


Filled drums stacked horizontally in 3 O' Clock - 9 O' Clock position



Filled drums stacked horizontally in 6 O' Clock - 12 O' Clock position

HDPE drum stack 1 + 1pallet



Storage of HDPE filled drums horizontal manner will cause deforming of drums at body due to breathing cycle in HDPE drums. Same time chime/collar of drums deforms permanently which makes leakage issues.

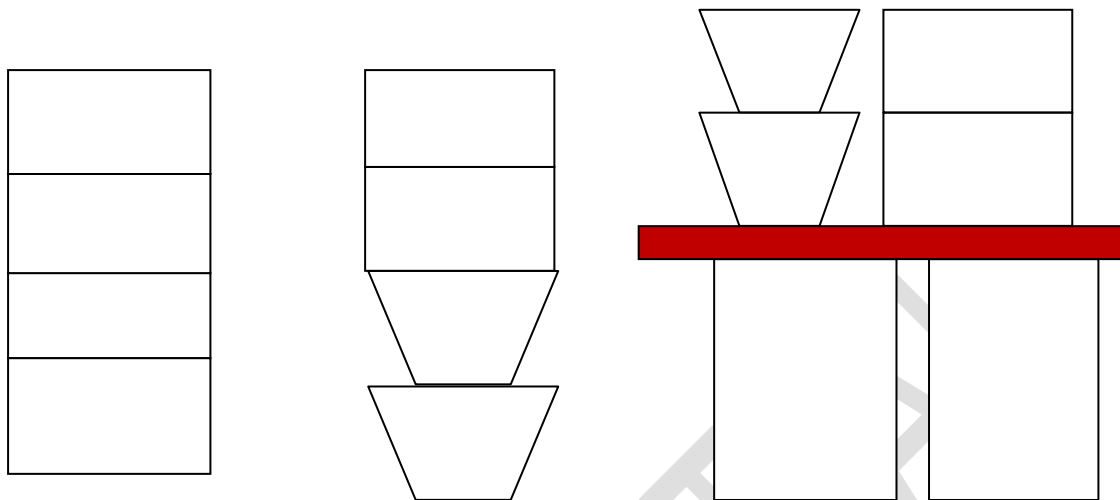


Q: What should be the stacking pattern while loading/stacking mixed load of Drums,

Buckets & Cartons

A: At a time of loading/ Stacking/storing mixed filled packages like Drums, Buckets & Cartons, following points to be considered.

- I. For a particular stack, cartons should be kept above cartons only. Under no circumstances a pail stacking is allowed above cartons.
- II. Pails also should be stacked above pails only. Only under exceptional cases where sufficient pails are not available for dispatch, max 2 stack of carton is permissible above pails provided the max load on the bottom pail does not exceed the permissible value as stated in the above table.
- III. Stacking of cartons/pails over Drums is safe only if a layer of corrugated sheet is laid over the drum top. The sheet layer will compensate for the undulations on the drum surface, sharp edges of the rim and gap created due to placement of drums
- IV. Lift and carry the filled pails by holding them at the centre of the handles and stack them one over the other by ensuring the bottom of the top pail exactly sits in the stacking ring provided on the lid
- V. A general rule says any pack kept on the driver end is safer than a pack kept in the rear end. A thumb rule would be to concentrate pail loads more towards the driver end. Lesser towards the mid area and few or no pails towards the rear end of the truck. This is so because maximum vibrations are experienced in the rear end of truck.
- VI. All packs should be placed compulsorily in upright direction.
- VII. For 50L HDPE containers, only 2 stacks are allowed. Carton stacks are allowed above the 2nd stack such that the bottom stack doesn't experience a load more than 100 Kg.



- VIII. To load or unload the packages forklifts to be used. When fork lifts are not allowed or drums needs to be handled manually then wooden rippers to be used.
- IX. While unloading the packages do not throw pails or cartons on floor. Small packs should be transferred carefully on pallets & pallets should be kept in racks as per markings.
- X. Drums should be rolled on rolling hoops and loaded or unloaded the trucks by using wooden rippers.



Q: What is the cleanliness procedure for empty packages used for NAS grade oil?

A: Below given is the procedure for empty packages cleanliness;

- 1) If stencilling operation is desired in case of unavailability of online printing facility, each pails should be clean internally with help of cotton cloth
- 2) In case of NAS grade oil filling, each pail should be clean by vacuum cleaner with vacuum pressure of min 17 kPa or 0.18 Kg/sqcm.
- 3) Ensure cleaning of pail/drum should take place as near as possible to filling point
- 4) Ensure that NAS filling should take place in close room so that dust & foreign particles should not contaminate the filled oil.

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For any queries & interpretation please contact, HQO – DS – Packaging Group:

Glossary of Terms

SOP: Standard Operating Procedure

FAQ: Frequently Asked Question

PP Straps: Polypropylene Straps

PET: Polyethylene Terephthalate

HDPE: High Density Poly Ethylene

LDPE: Low Density Polyethylene

PE Film: Polyethylene Film

Angle Board: It is "L" shaped column made by Kraft paper & used to secure edges of cartons, boxes etc. rectangular object

Pail: Bucket with an open top and a handle

Carton: a box or container usually made of paperboard and sometimes of corrugated fiberboard

CFB: Corrugated Fiber Board (used to make boxes)

Barrel/Drum: Hollow cylindrical container made up of Metal/Plastic/wood

Bung: stopper or cork is a truncated cylindrical or conical closure to seal a container, such as a bottle, tube or barrel

Dunnage Air Bags (DAB): also known as airbags, air cushions are used to secure and stabilize cargo.

Cartons with pouches, PET bottles

Drummy/ Drummies : It is cylindrical plastic container with small opening at top for filling or decanting of liquid

Moulder: Manufacturer of moulded component

Rear End: Back end/ opposite to Driver's end of vehicle

FIFO: First In First Out

NAS: National Aerospace standard for measurement of hydraulic oil cleanliness

Pallet: A flat transport structure that supports goods in a stable fashion while being lifted by a forklift, pallet jack, front loader,

-----XXXXXXXXXX-----

ERRATA

Section I, Q.13 (Page no 10) – How to secure pails load?

A: We have conducted trials for using ply wood sheet & found best results for complete pail load. We have put usage of plywood in tender terms & condition in month of May'14.

In addition to the regular loading pattern mentioned in this document for securing pail load; Plywood can be used if complete truckload of pail is unavoidable. Keeping all strapping norms same as regular form, insertion of plywood of 6 mm thickness is advisable after third stack of pail.

CONFIDENTIAL

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	INSPECTION AND INVENTORY COUNT OF PLANTS, WAREHOUSES, DEPOTS, CODs	



HINDUSTAN PETROLEUM CORPORATION LIMITED

(A Government of India Enterprise)

Central Procurement Organization - Mktg.

**(9th Floor, Marathon Futurex Building, 'A Wing', Mafatlal Mills Compound,
N.M. Joshi Marg, Lower Parel-East, Mumbai - 400 013)**

WORKING TIME: 9.00 AM TO 5.00 PM

(EXCEPT SATURDAY/SUNDAY/PUBLIC HOLIDAYS)

**INSPECTION AND INVENTORY COUNT OF PLANTS, WAREHOUSES, DEPOTS,
CODs**



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Introduction:

Hindustan Petroleum Corporation Limited (HPCL), issues this Notice Inviting Tender (NIT) for INSPECTION AND INVENTORY COUNT OF PLANTS, WAREHOUSES, DEPOTS, CODs

Bidders are required to read the tender document carefully and upload the requisite set of documents.

Vendors to note that consignee ID in the bid doc may only be used to configure the tender on case-to-case basis.

Actual deployment may be in different locations across India, details of which shall be shared with the successful bidder.

Billing & GST to be configured accordingly by successful bidder while submitting their invoices.

Instructions to Bidders:

1. Earnest Money Deposit (EMD):

APPLICABLE as mentioned in bid doc. Bids received without EMD are liable for rejection.

Beneficiary for EMD: Hindustan Petroleum Corporation Ltd.

The following categories of tenderers are exempted from EMD:

- i. Public Sector Enterprises
- ii. Vendors registered as Micro / Small Enterprises (MSEs) with UDYAM
- iii. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) formerly known as Department of Industrial Policy & Promotion (DIPP)

For this purpose, in the event of the tendering company being a Public Sector Enterprise, a declaration to that effect and in the case of Vendors registered as Micro or Small Enterprises, a copy of valid Udyam Registration Certificate as on tender due date should be uploaded in the relevant space provided during bidding.

EMD shall be reimbursed as per T&C of GeM.

The EMD is liable to be forfeited, in the event of:

- (i) Withdrawal of offers during the validity period of the offer.
- (ii) Bidder being L1 and qualifies for placement of PO and withdraws his offer.
- (iii) Non-acceptance of LOI / PO, if and when placed.
- (iv) Non-confirmation of acceptance of Orders, within the stipulated time after placement of orders.
- (v) Any unilateral revision in the offer made by the tenderer during the validity of the offer.
- (vi) Non - execution of LOI / PO for any reason whatsoever.
- (vii) Non-payment of Security Deposit, against LOIs / POs within the stipulated period of 15 days from date of placement of LOIs / POs, whichever is earlier.

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The EMD should be dropped in a separate envelope marked “EMD for TENDER NO. _____” in EMD Drop Box Tender Box for CPO-Marketing (placed in the Main Reception Area) or sent by Registered Post/Courier so as to reach on or before the due date and time at the following address:

EMD Box No. 7

GM- Category Management- CPO (Mktg.)

Hindustan Petroleum Corporation Limited.

9th Floor, Marathon Futurex Building – A Wing,

Mafatlal Mills Compound,

N.M. Joshi Marg, Lower Parel-East

Mumbai – 400 013

A vendor while submitting a bank guarantee (BG) on SFMS platform towards Earnest Money Deposit (EMD)/Performance/Composite Performance etc., is required to ensure that

- i. Beneficiary Name: Hindustan Petroleum Corporation Limited.
- ii. The issuing bank is on SFMS platform
- iii. SFMS Message type used is 760 COV and SMFS Delivery report/Message Copy is sent along with original BG
- iv. SFMS Message from issuing Bank is sent to following:
Beneficiary's bank Name: ICICI Bank
ISFC Code: ICIC0000393
Field no 7037 of SFMS Message is updated with HPCL CPO UIC as HPCL508902133CP

All Bidders should submit Bank Guarantees drawn from SFMS enabled Scheduled Banks (other than Co-operative bank) in India.

2. **Rejection Criteria:** Offers of Bidders shall be liable for Rejection in case of the following:

- a. Offers of Bidders submitted in any language other than English and unit of measure not being metric system will be rejected.
- b. Offers of Bidders where the Prices quoted are not firm.
- c. Vendor has submitted the offer with conditions.
- d. Offers of Bidders where the offer is made through by Representatives/Agents etc.
- e. In case of non-submission of any affidavit/declaration.
- f. Tenders not submitted in E-mode.
- g. Non-payment of EMD / Insufficient EMD / MSE certificate /not submitted.
- h. Tenders not meeting the tender terms & conditions or incomplete in any respect or with any additions/ deletions / deviations or modifications are liable to be

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summarily rejected without any further communication to the Bidders and decision of HPC in this regard will be final and binding

- i. The bidder is a terminated/holiday listed/banned vendor in Oil Companies.

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

3. Pre-Bid Meeting:

As mentioned in Bid doc, if applicable.

IMPORTANT:

- No tenders will be accepted in physical form.

5. Usage of TReDS Platform by MSME Vendors

The Government has introduced Trade Receivable e-Discounting System (TReDS) which is a platform approved by the Reserve Bank of India specially for Micro, Small and Medium Enterprises (MSMEs) to ease and facilitate constraints faced by them in obtaining adequate working capital finance, particularly in terms of their ability to convert their trade receivables into liquid funds.

To facilitate the same, HPCL has been registered as Buyer with all three RBI recognized TReDS platform provider as below:

- Invoice Mart (A.TREDS Ltd)
- M1 Exchange (Mynd Solutions)
- RXIL (Receivables Exchange of India Ltd)

All MSME vendors with UDYAM REGISTRATION CERTIFICATE are encouraged to get themselves registered with any one or all of the aforesaid TReDS platforms to avail benefit of TReDS bill discounting facility. HPCL has also enabled TReDS discounting option in its Bill Tracking System (BTS) for ease of process during payments post PO placement.

6. BIDDING ENTITY:

Parties who are affiliates of one another can decide which affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification.

“Affiliate” of a Party shall mean any company or legal entity which:

- a) controls either directly or indirectly a Party, or
- b) which is controlled directly or indirectly by a Party;

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c) is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a Party. "Control" means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity..

2. Bids may be submitted by:

a) Sole bidder : a single person (Sole Proprietorship) or entity;

b) A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;

c) Subsidiaries / Affiliates of Indian or foreign companies

Fulfilment of Eligibility criteria and certain additional conditions in respect of each of the above types of bidders are stated below, respectively:

a) The bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfil each qualification criteria (PQC).

b) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfil each qualification criteria (PQC) or any one constituent member/promoter of such a JV shall fulfil each qualification criteria (PQC). If the bid is received with the proposal that one constituent member/ promoter fulfils each qualification criteria (PQC), then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by the Corporation. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.

c) Subsidiaries / Affiliates of Indian or foreign companies which are registered in India and having manufacturing facilities or establishment towards providing services in India are allowed to participate in this tender, subject to meeting the local content provisions as per the MII clause enclosed with the tender. Such entities can participate either on the basis of their credentials (Technical or Financial) or on the basis of the credentials (Technical or Financial) of their parent/ affiliate company, as per the PQC requirements applicable for this tender. If credentials of parent/ affiliate are sought to be relied upon, then the Indian subsidiary must meet the other PQC, either Technical or Financial. Moreover the parent/affiliate will also provide suitable Guarantees to ensure completion of the work in all respects.

In case the parent / affiliate company is from a country which shares a land border with India, then the subsidiary / affiliate company will be eligible to bid in this tender only if the parent / affiliate company is registered with the Competent Authority constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

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3. General Eligibility and Qualification conditions

- i) All eligible bidders meeting the eligibility criteria as defined in Instruction to Bidders (ITB) can participate in the tender.
- ii) A firm determined non-performing by the Corporation shall not be eligible to bid during the period so determined.
- iii) Even if a bidder meets the eligibility criteria and PQC, he shall be subject to disqualification if he or any of the constituent partners is found to have:
 - a. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
 - b. records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, (The rescission of a contract of venture JV on account of reasons other than non- performance, such as the most experienced partner (major partner) of JV pulling out) and so on:

Abbreviations used in this Tender

Sr. No.	Abbreviation	Meaning
1	PO	Purchase Order
2	CAMC	Comprehensive Annual Maintenance Contract
3	PQC	Pre-qualification Criteria
4	PAN	Permanent Account Number
5	EMD	Earnest Money Deposit
6	BG	Bank Guarantee
7	CPBG	Composite Performance Bank Guarantee
8	SD	Security Deposit
9	MSE	Micro & Small Enterprises
10	GST	Goods & Services Tax
11	DD	Demand Draft
12	GTC	General Terms and Conditions
13	SBI	State Bank Of India
14	PLR	Prime Lending Rate

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Qualification Criteria

As provided in the tender document, if applicable.

1. Submission of Bids:

- i. Bids are required to be submitted in 2 parts- **Techno Commercial Bid** and **Priced Bid**
- ii. Eligible Bidders are required to submit their offer only online by the tender due date / time as specified in the tender. Late/ delayed tenders submitted after the due date and time, for whatsoever reasons will not be considered. Physical bids shall not be accepted.
- iii. The Techno Commercial as well as Price Bid shall both be submitted online along with the documents as required in this tender.
- iv. It may be noted that response in any other form (through post, telegram, fax, telex, e-mail, and courier) shall not be accepted.
- v. All details, revisions, clarifications, corrigenda, addenda, time extensions, etc., to the tender will be hosted only on this website. Bidders should regularly visit GEM website to keep themselves updated.
- vi. Bidder is advised to study all the Tender Documents carefully and understand the Tender/Contract Conditions, Specifications etc., before quoting. If there are any doubts, they should get clarification in writing but this shall not be a justification for late submission of tender or extension of opening date. Tender should be strictly in accordance with Terms & Conditions, Specifications.
- vii. The offer from the Bidder should be strictly in accordance with Terms & Conditions of the tender, Specifications.
- viii. All the enclosed Tender documents along with the covering letter will form part of the tender.
- ix. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful Bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- x. For bidding, it is suggested that bidders should not wait for last date/ tender due date for their bid preparation as several documents are to be uploaded in the offer and prices are to be entered on screen for all items. There is a facility to keep the

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bid ready in the system for final submission, however bidders are requested to keep sufficient time margin with them for modifications, connectivity issues etc.

2. Techno Commercial Bid

The techno commercial bid shall include the following –

- a. **Integrity Pact duly signed & witnessed**
- b. Attachments/ Annexures only as sought thru the e-tender duly filled in, signed & stamped needs to be uploaded as per requirement.
- c. Copies of Tax Registrations.
- d. Copies of Registration Certificate under MSE etc.
- e. Declarations – Delisting, Particulars of Bidder for Service Tax, PAN No.
- f. Particulars of Bidder & Organization details in
- g. **Bidders have to ensure that Rates/Prices are not mentioned anywhere in Techno Commercial bid, failing which the bid is liable to be rejected.**

3. Price Bid

- a. The prices are to be offered only in the price bid document of e-tender against the tendered quantity.
 - b. Price bid shall not contain anything else other than the rates. No terms and conditions or exception / deviation are permitted in price bid.
 - c. Validity of the Offer: The offer shall be valid for a period of 180 days from the due date/ extended due date of opening of the un-priced bid.
4. All communication regarding the tender including queries, if any, and submission of bids shall be done electronically through GEM Portal
 5. HPCL shall not be responsible for any delays whatsoever in receiving as well as submitting on-line offers, including connectivity issues. HPCL shall not be responsible for any postal or other delays in submitting EMD, wherever applicable.
 6. HPCL will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.
 7. Bidders are not allowed to mention any quotes in any other parts of the tender.
 8. The bidder shall be fully responsible for the payment of any and all taxes, duties, octroi, rates, cess, levies and statutory payments payable under all or any of the statutes etc. as per clause of General Terms & Conditions of the tender.
 9. Request for extension of tender submission due date, if any, received from bidders within 48 hours of tender submission due date / time, may not be considered.

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10. The Bid document is not transferable.

11. The Corporation reserves the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on any Bidder and their decision in this regard will be final. No disputes could be raised by any Bidder(s) whose tender has been rejected.

12. **Purchase Preference:** Central Public Sector Enterprises / SSI units registered with MSE (certified copy required) shall be extended purchase preference as per government guidelines in force from time to time.

In order to avail Purchase preference against MSE and MII clause on Gem, vendors should upload qualifying documents against the MSE and MII Status tab on gem. Udyam registration and Local content declaration in the format prescribed under MII clause of tender are the only acceptable documents

13. **Black List/Ban/Holiday List**

a) Bidder to give a declaration that they have not been suspended or banned or delisted or blacklisted or put on holiday list by any Government or quasi Government agencies or PSUs or GeM. If a bidder has been banned by any Government or quasi Government agencies or PSU or GeM and this declaration is not given, the bid will be rejected as nonresponsive.

14. **Address of tender floating department:**

General Manager – CPO(Mktg.), Corporate Category
Tender box no. 7
Hindustan Petroleum Corporation Limited.
9th Floor, Marathon Futurex Building – A Wing,
Mafatlal Mills Compound,
N.M. Joshi Marg,, Mumbai – 400 013
Tel. No. 022- 23030075, 23030080

15. **Integrity Pact:**

a. Integrity Pact is a Pact between HPCL (as a purchaser) on one hand and the prospective Bidder/contractor (vendor) on the other hand stating that the two parties shall make certain commitments to each other in regard to ensuring transparency and fair dealings in the procurement activities of the Corporation Pro-forma of Integrity Pact (which is issued along with the bidding document – shall be returned by the Bidder along with the 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.

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b. Note: Bidder's failure to return the Integrity Pact along with the bid, duly signed by both HPCL and Bidder, shall lead to outright rejection of such bid.

c. If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, HPCL shall be entitled to demand and recover Liquidated Damages amount from Bidder by encashing the EMD/Bid security (Bid Bond) submitted by the Bidder, as per provisions of Integrity Pact.

d. If the contract has been terminated according to provisions of the Integrity Pact, or if HPCL is entitled to terminate the contract according to provisions of Integrity Pact, HPCL 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.

The Buyer has appointed competent and credible Independent External Monitors (IEMs) for this Pact after approval by Central Vigilance Commission. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under the Integrity Pact.

The IEMs appointed by the buyer are:

1. Shri Ashwani Kumar Email: ashwani.ashwani282@gmail.com
2. Shri. Rajesh Ranjan Email: rajeshranjan2@gmail.com

Address:

C/o. The Company Secretary,
Hindustan Petroleum Corporation Ltd.
6th Floor, Petroleum House, 17, Jamshedji Tata Road,
Churchgate, Mumbai 400020.

Note: Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.

The Integrity Pact is for compliance with relevant laws of the land, regulations, economic use of resources and of fairness /transparency in its relation between buyer and Bidder. The IEMs monitor the tender process and the execution of the contract for compliance with Integrity Pact.

Therefore only grievances related to the Tender process as detailed in the Integrity Pact may be addressed to the IEMs.

16. Grievance Redressal Mechanism:

Hindustan Petroleum Corporation Limited (HPCL) has developed a 'Grievance Redressal Mechanism' to deal with references/grievance if any that are received from parties who participated/intend to participate in the Corporation Tenders.

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The details of the same are available on our website www.hindustanpetroleum.com

17. Subcontracting prohibited:

If a contractor submits his bid, qualifies and does not get the contract because of his being not the lowest, he will be prohibited from working as a subcontractor for the contractor who is executing the contract.

18. Acceptance of the Offer by the Corporation:

Incomplete or conditional submissions, and those with deviations/ subjective or counter conditions/ quantity restrictions or those not accompanied by the requisite documents shall be liable to be rejected and no further correspondence/ enquiries on this issue by the Bidder shall be entertained. Any Terms and Conditions attached / printed overleaf of the Bidder's offer will not be binding on HPCL.

The Corporation is not bound to accept the lowest offer and reserve the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on one or more Bidders in the manner considered appropriate by the Corporation. Corporation also reserves the right to reject any Un-workable offer. Purchase / price preference as applicable would be given to Central Public Sector Enterprises / MSE registered vendor as per directives of Government of India, in vogue from time to time. Bidders may have to attend the concerned office of the Corporation for negotiations / clarifications if required at their own cost, in respect of their quotations without any commitment from the Corporation.

19. Please note that all the terms and **conditions** of this tender are required to be accepted by bidders and no counter conditions will be entertained.

20. Any bid that does not meet the Pre-Qualification requirement or the requirement in the Techno-commercial bid is liable for rejection without further notice. HPCL reserves the right to accept/ reject any or all of the bids at their sole discretion without assigning any reason.

21. Bidder to ensure that any Attestation/Certification/Audited Financial Statement by Chartered Accountant submitted in Bid Document should bear Unique Document Identification Number (UDIN) "

22. HPCL reserves the right to extend the tender due date.

23. HPCL is not responsible for any delay in submission of bids by the vendor.

24. Corrigenda/Addenda:

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- (i) At any time prior to the bid due date, HPCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify this tender Document.
- (ii) The modifications, amendments, clarifications, corrigenda, addenda, time extensions, etc. to this tender will be hosted only on the GEM Portal.
- (iii) All corrigenda published are deemed to have been accepted as part of tender terms and conditions irrespective of the date a bid is submitted.
- (iv) Bidder shall be responsible to ensure that the bid submitted has taken into consideration all the corrigenda published as above.

25. Extension of Due date:

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, HPCL may, at its discretion, also extend the bid due date.

26. HPCL reserves the right to make any changes in the terms and conditions without any intimation.

27. HPCL reserves the right to reject any or all bids received incomplete.

28. HPCL reserves the right to reveal the contents of the bid documents submitted by the bidder / Bidder during the process of opening of witness bid as per prevailing policy of the corporation.

29. Order of Precedence:

- i. The Special Terms & Conditions and the Technical Specification of the tender shall always supersede the General Terms & Conditions of the tender for the related terms/clauses.
- ii. In case of contradictions between various sections of the tender document, the **Work Description** shall supersede Specification And Drawings and **Special Terms & Conditions** shall supersede instructions to Bidders, particular clauses of General Terms & Conditions or clauses stated elsewhere

30. **Queries pertaining to any contradictions in the tender must be raised within the due date and time of the tender. After the due date and time, HPCL will not be held responsible for any contradictions which the bidder may feel is present in the tender.**

31. Miscellaneous

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

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- b. HPCL shall follow Purchase Preference / Price Preference as per prevailing guidelines of Government of India
- c. This Tender is not transferable . All enclosed tender documents along with the Annexures / Attachments will form part of the tender.
- d. The prices quoted by the Bidder shall be firm during the validity period of the bid and Bidder agrees to keep the bid alive and valid during the said period. In case the Bidder revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Bidder forfeits the right to the refund of the Earnest Money paid along with the tender.
- e. Payment of bills 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. Corporation reserves the right to make payment in any alternate mode also.
- f. Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.
- g. Courts in the city of Mumbai alone shall have Jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during the finalization of the tender.
- h. Corporation reserves the right to take action as deemed fit which is inclusive of placing the Bidder under suspension / holiday for a period as decided by the Corporation, in case of withdrawal of offer at any stage, non - acceptance of LOA / PO or non - execution of order or any other breach of tender terms and conditions.
- i. In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.

32. Other:

- a) Bidder should ensure that they submit their offer before the due date & time of tender.
- b) An offer may not be considered, if HPCL is unable to evaluate the same for want of any information.

32. Security Deposit/ Performance Bank Guarantee /Retention Money/Liquidated Damages: Please refer scope of works & special terms for tender specific applicability.

SECURITY DEPOSIT: Applicable

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The tenderer, with whom the contract is decided to be entered into and intimation is so given will have to make a security deposit of one percent (2%) of the total HPCL contract value in the form of account payee crossed demand draft drawn in favour of the Owner, within 15 days from the date of intimation of acceptance of their tender, failing which the Owner reserves the right to cancel the Contract and forfeit the EMD.

2% of PO/Contract value as Security deposit will be acceptable in the form of Demand draft or through e-payment upto ₹ 50,000/- and in the form of Demand draft / Bank guarantee or through e-payment beyond ₹ 50,000/-.

Demand Draft should be drawn on Scheduled Banks, other than co-operative bank.

COMPOSITE PERFORMANCE BANK GUARANTEE: Quantum of Performance Bank Guarantee inclusive of Security Deposit should be 5% of PO value

- i. PBG of above value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted. Such composite PBG shall be valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks)
- ii. Original Bank Guarantee towards CPBG is required to be submitted in hard copy. Details of submission authority shall be intimated in LOA/PO.
- iii. The Bank guarantee shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank. The security deposit shall be in Indian Rupee in the case of domestic
- iv. PBG should be supported by SFMS Report.
- v. PBG should contain Purchase Order No. (applicable for all tenders) and GEM Contract No. (applicable for GEM Tenders only)
- vi. In case of extension of the PO basis satisfactory performance vendor needs to extend the BG validity.
- vii. PBG should contain following details:
Beneficiary Name: Hindustan Petroleum Corporation Limited.
Beneficiary bank Name: ICICI Bank
ISFC Code: ICIC0000393.
HPCL Customer ID: HPCL508902133CP
Vendors are required to attach a copy of SFMS Delivery Report showing HPCL customer ID in row or field number 7037 of SFMS Delivery Report
- viii. Successful Bidder would be required to furnish a PBG for 5% of HPCL contract value, within 30 days of issuance Letter of Intent/ Confirmation of award of contract by the Corporation, failing which, Corporation may cancel the award without giving further notice. The Bank Guarantee should be drawn on any Nationalised/Scheduled Bank other than co-operative banks.
- ix. PBG will be towards faithful performance of the tender / order terms and satisfactory completion of job as per tender specifications and will not

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bear any interest. PBG shall be refunded to successful Bidder directly by our Disbursement Section, after producing a satisfactory completion certificate from the location(s) where materials is supplied. PBG shall be liable to be forfeited wholly or in part in case the successful Bidder fails to comply with any of their contractual obligations.

- x. Interest is not payable on PBG.
- xi. Any loss/ claim and/ or damage arising out of the performance of the contract would be adjustable against the PBG. Any loss/ claims/ damages higher than PBG 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.
- xii. PBG would be refunded after expiry of six months of completion of the contract on written request from the contractor, subject to satisfactory performance as certified by the location-in-charge.
- xiii. The Contractor shall also take the following Insurance Policies from an established Insurance Company as applicable.

LIQUIDATED DAMAGES: LD shall be calculated at 0.5 percent of the undelivered quantity/contract value for every week or part thereof of the delay, subject to a maximum of 5 percent of the total contract value.

33. Deviations:

- a. 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.
- b. Offers received from bidders, stipulating deviations to any of the following clauses, will not be considered for priced bid opening:
 - a. Security Deposit & Retention Money.
 - b. Suspension & Termination
 - c. Price Reduction Clause
 - d. Force Majeure
 - e. Scope of work
 - f. Arbitration & Integrity Pact
 - g. Firm Prices
 - h. Delivery Period
- c. However, HPCL reserves the right to give opportunity to bidder for withdrawal of deviation to the above clauses. In case, bidders refuse to withdraw the deviation against above clauses, the offers shall be liable for rejection without any further correspondence with them.

General Terms & Conditions:

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1. Relatives (as per list enclosed) of officer/s responsible for award and execution of this contract in the Oil Company are not permitted to quote against this tender. The Bidder shall be obliged to report the name/s of person/s who are relatives of any officers of the Oil Company or any officer in the State or Central Government, and who are working with the Bidder 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 Bidder's part entitling the Oil Company to all rights and remedies available thereof including termination of contract.
2. **Rates offered would be valid and binding on the Bidder for 120 days from the date of opening of tender unless extended by mutual consent in writing.** During the validity period, Bidder will not be allowed either to 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.
3. The Oil Company reserve the right, at their sole discretion, and without assigning any reason whatsoever, to:
 - a) Negotiate with any or all Bidders,
 - b) Divide the work among contractor(s),
 - c) Reject any or all tenders either in full or in part,
4. Bidders would be presumed to have acquainted themselves with the working conditions existing at the location, before submission of the tender.
5. Tenders not meeting the tender terms & conditions or incomplete in any respect or with any additions/ deletions or modifications or omission/hiding of any fact are liable to be summarily rejected without any further communication to the Bidders and decision of HPC in this respect will be final and binding
6. Bidder should submit all the details and enclosures as has been asked for in the tender form. In case any of the information is not applicable to the Bidder, "Not applicable" may be written against such item. Not submitting any information/ enclosure sought for may be a ground for rejecting the tender.
7. **Negotiations:**
 - a) HPCL reserves the right to negotiate with any or all the Bidders.
 - b) Bidders may be required to visit HPC office for negotiations/ verification of documents, entirely at the cost of Bidders.
 - c) 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 Bidder/s. He/ She should carry the necessary authorization to attend such negotiations and to hand over an authenticated copy of the same to HPC's representative/s participating in negotiations.

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- d) 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 HPC before Signing of agreement with the corporation.
- e) Bidders would be intimated by Regd Post / Telegram / UCP / E-mail/Fax 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, HPC will proceed with the negotiation process with other Bidders in the set of L1 Bidders. The original L-1 Bidder would be placed at the revised ranking based on the negotiated rates arrived after negotiations with other Bidders.
- f) Revised offers submitted by the Bidders 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 Bidder 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.

Vendor Upload Annexures

Annexure 1

ORGANISATION DATA

Bidder & Organization Details		Bidder Response
Name of Bidder		
Vendor Code		
Type of Organisation & Entity Details	Status (Prop/HUF/Partnership/Ltd Co)	
	NAME OF Proprietor/Partners/Directors)	
	Office Address with Pin Code & Telephone Number	
	Factory Address with Pin Code & Telephone Number	
	E Mail ID and address	
	Name of Contact Person & Contact Number (Landline/Mobile) for correspondence	

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	Contact details of concerned Tax / Finance official	
PAN NUMBER (copy to be uploaded)		
Whether registered under NSIC/MSME (certificates to be uploaded)	If NSIC - Certificate No. & validity	
	If MSE - Certificate No. & validity	
	Whether SC/ST under MSME (Certificate attached Yes/No)	
GST Details	GSTIN number/numbers	
	Whether Composition dealer under GST Act or not. If NO, provide following details: i,ii.	
	i. Month for which latest GSTR 1 has been filed. Attach acknowledgement thereof.	
	ii. Month for which latest GSTR 3B has been filed. Attach acknowledgement thereof	

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Annexure 2

Declaration regarding relative of HPCL Directors

The Tenderer is required to state whether he/ she is a relative of any Director of the HPCL or the tenderer is a firm in which Director of HPCL 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 HPCL 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 HPC/ 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 HPC/ Central/State Government.

Date: _____

Name: _____

Place: _____

Designation: _____

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

12. Son's Daughter

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- | | |
|---------------------------------------|--------------------------------------|
| 2. Mother (including Step Mother) | 13. Son's Daughter's Husband |
| 3. Son (including Step Son) | 14. Daughter's Husband |
| 4. Son's Wife | 15. Daughter's Son |
| 5. Daughter (including Step Daughter) | 16. Daughter's Son's Wife |
| 6. Father's Father | 17. Daughter's Daughter |
| 7. Father's Mother | 18. Daughter's Daughter's Husband |
| 8. Mother's Mother | 19. Brother (including Step Brother) |
| 9. Mother's Father | 20. Brother's Wife |
| 10. Son's Son | 21. Sister (including Step Sister) |
| 11. Son's Son's Wife | 22. Sister's Husband |



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Annexure 3

DECLARATION FOR BLACKLISTING / HOLIDAY LIST

(To be submitted along with un-priced / Technical bid)

We M/s _____ hereby declare/ clarify that we have not been banned or delisted or blacklisted or put on holiday list by any government or quasi Government agencies or PSUs.

NOTE: If a bidder has been banned or delisted or blacklisted or put on holiday list by any Government or Quasi Government Agencies or Public Sector Undertakings, the fact must be clearly stated with details. If this declaration is not given along with unpriced bid, the tender will be rejected as non-responsive. False declarations if proved shall be treated at par with non-responsive bids. False declaration shall also make bidder face actions by HPCL like putting on Holiday listing / black listing as deemed fit. No further correspondence on this at latter stage shall be entertained.

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Annexure 4

LAND BORDER DECLARATION

(The following declaration should be submitted by the bidder and should be duly signed by an authorized signatory clearly stating the name and designation of the signatory)

We confirm that _____ (bidder's name) does not fall under the definition of **"Bidder from a country which shares a land border with India"**.

- I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. *Further, any bidder (including bidder from India) having specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.*
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order means: -
 - a) An entity incorporated, established or registered in such a country; or
 - b) A subsidiary of an entity incorporated, established or registered in such a country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above
- IV. The beneficial owner for the purpose of (iii) above will be as under:
 - a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation:

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- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b) "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- c) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- d) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
- e) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. [Applicable for Works contracts, including Turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.
- VIII. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution

We also shall not assign any part of the contract to any affiliate / branch / subsidiary from a country which shares a land border with India unless such entity is registered with the Competent Authority. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

Name of Bidder _____

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Signature & Seal of Bidder _____

Annexure 5

Purchase Preference to Local Content: UNDERTAKING (if applicable)

Tender no. _____ dated _____

We, M/s _____ (*Name of Bidder*) hereby confirm that purchase preference may be extended as per the provisions of Purchase Preference under **Public Procurement Policy for MSE / Purchase Preference (linked with Local Content)**, (retain whichever is applicable and remove the other option) for our bid submitted against the above mentioned tender.

||Note (Only for the information of bidders and not be included in the final declaration) :

- (i) In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against any one of the two policies i.e., either PP-LC or MSE policy.
- (ii) In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (iii) The option once exercised, cannot be modified subsequently.
- (iv) In case PPP – MSE option is selected, then the bidder can delete the balance portion of this declaration. In case, PP – LC option is selected, then the bidder has to submit the balance portion of this declaration, without which, the purchase preference under applicable PP – LC Policy is not liable to be extended.||

We hereby state and undertake that we meet all the requirements of the PP-LC / DMEP / DMTP (retain whichever is applicable and remove the balance options) Policy as set out in the tender document and hereby confirm that we are eligible for purchase preference under this policy.

In case our declaration is found to be incorrect at any point of time during the tender process or contract execution or thereafter, HPCL shall have the right to impose sanctions as stated in the subject PP - LC policy.

We hereby declare that the local content of Goods / Services / EPC / Works Contract (retain whichever is applicable and remove the balance options) as per the scope of job to be executed under this tender is _____ % at the time of bidding.

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

(In case quoted value exceeds Rs. 10 Crores, the undertaking should be supported by a certificate from Statutory Auditor engaged by the bidder certifying that the bidder meets the mandatory local content requirement.)



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Formats for Use/Reference, as applicable:

FORMAT OF BANK GUARANTEE IN LIEU OF EARNEST MONEY (On Non-Judicial stamp paper of appropriate value)

TO: Hindustan Petroleum Corporation Limited
(Address as applicable)

IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The Corporation" which expression shall include its successor in business and assigns) issued a tender on Messrs. a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the Tenderer" which expression shall include its executors, administrators and assigns) against Tender no..... dated (hereinafter called "the tender" which expression shall include any amendments/ alterations to "the tender" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed not to insist upon immediate payment of Earnest Money for the fulfilment of the said tender in terms thereof on production of an acceptable Bank Guarantee for an amount of `..... (Rupees only).

1. We, Bank having office at Bombay (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the Tenderer" hereby agree to pay to the Corporation without any demur on first demand an amount not exceeding `..... (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 Tenderer" of any of the terms and conditions of the said "tender".
2. We, Bank further agree that "the Corporation" shall be sole Judge whether the said "Tenderer" has failed to perform or fulfill the said "tender" in terms thereof or committed breach of any of the 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 favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Tenderer" 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" to undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Tenderer" or any suit or other legal

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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 "tender"/or to extend time of performance by "the Tenderer" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Tenderer" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the tenderer" 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. NOTWITHSTANDING anything hereinbefore contained, our liability under this Guarantee is restricted to ` (Rupees..... only). Our liability under this guarantee shall remain in force until expiration of six months from the due date of opening of the said "tender". Unless a demand or claim under this guarantee is made on us in writing within said period, that is, on or before all rights of "the Corporation" under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

6. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in Writing.

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

8. "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 Tenderer" 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 authorized
to sign on behalf of "the Bank")

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COMPOSITE BANK GUARANTEE FOR, SECURITY DEPOSIT/ RETENTION MONEY/PERFORMANCE GUARANTEE

(On Non-Judicial stamp paper of appropriate value)

To: Hindustan
Petroleum Corporation
Limited (Address as
applicable)

IN CONSIDERATION OF HINDUSTAN PETROLEUM CORPORATION LIMITED,
a Government Company registered under the Companies Act, 1956, having
its registered office at 17, Jamshedji Tata Road, Churchgate, Mumbai-
400020 hereinafter called "The Corporation" (which expression shall include
its successors in business and assigns) having placed an order on
M/s..... a sole proprietor business/a company registered under
the Companies Act its office at hereinafter called "the supplier" (which
expression shall include its 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 work/
providing 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 and agreed to accept a Bank Guarantee in lieu thereof;
- b. not to deduct retention money from the bills of the supplier and accept a Bank Guarantee in lieu thereof;
- c. that "the supplier" shall furnish a security for the performance of "the supplier's" obligations and/or discharge of "the supplier's" liability in connection with the said "order"; and "the Corporation" having agreed

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with "the supplier" to accept a composite Bank Guarantee for the security deposit, retention money and performance guarantee;

2) We, _____ Bank having its office at _____ (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the supplier", hereby unconditionally and irrevocably agree to pay to "the Corporation" without any demur, on first demand, an amount not exceeding r..... (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 supplier" of any of the terms and conditions of the said "order".

3) We, Bank further agree that "the Corporation" shall be the Sole Judge as to whether the said "Supplier" 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 the loss, damage, cost, charges and expenses suffered or incurred or which would be suffered or incurred by "the Corporation" on account thereof and we waive in favour of "the Corporation" all the rights and defences to which, we as guarantors and/or "the Supplier" may be entitled to.

4) 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 Supplier" or the pendency of any suit or other legal proceedings including arbitration or conciliation pending before any court, tribunal or arbitrator or conciliator(s) relating thereto, our liability under this guarantee being absolute and unconditional.

5) 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

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and conditions of the said "order" or to extend time of performance by "the Supplier" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Supplier" 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 Supplier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Supplier" 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.

6) However, it has been agreed between "the Supplier" and "the Corporation" that there shall be only one Composite Bank Guarantee for the security deposit and performance guarantee/Retention Money @ __ ____% of the Contract Value, valid till the end of the defect liability period as per the terms of the P.O. No. dated ____ . This guarantee shall stand and remain valid towards the ___% retention money/defects liability, fully valid in all respects unto a further period of 3 (three) months, as per the Purchase Order of "the Corporation".

7) Notwithstanding anything contained herein above :

- i. Our liability under this guarantee shall not exceed r
- ii. This Bank Guarantee shall be valid upto and including _ _ _ _ _ (date) ; 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 60 days from the date of expiry of this guarantee.
- iv. This Guarantee may be invoked in parts and our liability shall remain for the entire value/ balance value of the Guarantee till its expiry.

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

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

IN WITNESS WHEREOF the Bank has executed this document on this

day of, 20__ .

For

.....

Bank

(by its constituted attorney)

(Signature of a person authorised to sign on behalf of "the Bank")*



GENERAL IRREVOCABLE POWER OF ATTORNEY

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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 petroleum 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 HPC.

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
the within named partners/
Directors of M/S _____

1) Shri _____
2) Shri _____
3) Shri _____

Before me.
Notary public
(Notary's Stamp)

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Specimen Bank Mandate

PARTY'S LETTER HEAD

To: Hindustan Petroleum Corporation Ltd

The following is a confirmation / updation of my Bank account details and I hereby affirm my / our choice to opt for payment of amount due to me / us under various contracts thru Electronic mode. I understand that Hindustan Petroleum Corporation Limited also reserves the right to send the payments due to me / us by a cheque / Demand Draft Banker's Cheque or Electronic mode.

A. SUPPLIER / CONTRACTOR DETAILS :

1. Vendor Name
2. Vendor Code
3. Vendor Address
4. Controlling Office Name
5. PAN NO.
6. E-mail ID

B PARTICULARS OF BANK ACCOUNT

1. Bank Name
2. Branch Name and Branch Code
3. Bank Address
4. 9 Digit MICR No. Of Bank and Branch as appearing in cheque
5. Account type
6. Account Number
7. IFSC Code of Branch (for RTGS)
8. IFSC Code of 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. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, I shall not hold Hindustan Petroleum Corporation 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 Vendor:
Signature of the Authorised person :
Official Rubber Stamp :
Date :

Name of Bank Official:
Signature of Authorised Bank Official:
Official Rubber Stamp:
Date:

- Note:
1. Bank details to be confirmed by the Banker. Such confirmation shall be duly signed and Stamped by the Banker.
 2. Please enclose cancelled / photocopy of a cheque.