

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	14-01-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	14-01-2026 16:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Na
संगठन का नाम/Organisation Name	Hindustan Petroleum Corporation Ltd
कार्यालय का नाम/Office Name	Petroleum House
कुल मात्रा/Total Quantity	4
वस्तु श्रेणी /Item Category	36 INCH TRIPLE OFFSET BUTTERFLY VALVE
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	TRIPLE OFFSET VALVE
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Offset Printing Ink, Triple Sugar Iron Agar, Ring Wrenches (Spanners) as per IS 2029, Offset printing cleaning Chemical, Offset Four Colour Machine (MHA), Copper Alloy Gate Valve for Waterworks Purpose as per IS 778, Offset ink, Black as per IS 6830, Twister - Outdoor Gym Equipment, Four Colour Web Offset Printing Machine, Triple Purpose Nozzle as per IS 2871
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Butterfly Valves (V2) as per IS 13095 • Butterfly Valves for General Purposes ISI Marked to 13095
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	2
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	3 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	Yes
Inspection to be carried out by Buyers own empanelled agency	Yes
Type Of Inspection	Stage-wise Inspection
Name of the Empanelled Inspection Agency/ Authority	Board of Officers
Quality Assurance Plan document	1766392707.pdf
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	18

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

Mumbai Refinery
 HPCL Mumbai Refinery, B D Patil Marg, Chembur, Mahul road, Mumbai 400074
 (Hpcl)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25
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1. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023.

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

2. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Inspection of Stores by Nominated Inspection Authority / Agency of buyer or their authorized representatives

An independent third party Professional Inspection Body can help buyer in mitigating buyer's risk with pre-dispatch/post-dispatch inspection in order to ensure that equipment, components, solutions and documentation conform to contractual requirements. The buyer has a right to inspect goods in reasonable manner and within reasonable time at any reasonable place as indicated in contract. Inspection Fee/ Charges (as pre-greed between buyer and Inspection Agency) would be borne by the buyer as per their internal arrangement but may be recovered from the seller if the consignment failed to conform to contractual specification and got rejected by the Inspection Officer .If so requested and accepted by the seller , initially seller may pay for inspection charges as applicable and get the same reimbursed from buyer if consignment accepted by the Inspecting Officer . For reimbursement seller has to submit proof of payment to Inspection Agency.

Seller/OEM shall send a notice in writing / e-mail to the Inspecting officer / inspection agency specifying the place of inspection as per contract and the Inspecting officer shall on receipt of such notice notify to the seller the date and time when the stores would be inspected. The seller shall, at his own expenses, afford to the Inspecting officer, all reasonable facilities as may be necessary for satisfying himself that the stores are being and or have been manufactured in accordance with the technical particulars governing the supply. The decision of the purchaser representative /inspection authority regarding acceptance / rejection of consignment shall be final and binding on the seller.

The Seller shall provide, without any extra charge, all materials, tools, labour and assistance of every kind which

the Inspecting officer may demand of him for any test, and examination, other than special or independent test, which he shall require to be made on the seller's premises and the seller shall bear and pay all costs attendant thereon.

The seller shall also provide and deliver store / sample from consignment under inspection free of charge at any such place other than his premises as the Inspecting officer may specify for acceptance tests for which seller/OEM does not have the facilities or for special/ independent tests.

In the event of rejection of stores or any part thereof by the Inspecting officer basis testing outside owing to lack of test facility at sellers premises, the seller shall, on demand, pay to the buyer the costs incurred in the inspection and/or test. Cost of test shall be assessed at the rate charged by the Laboratory to private persons for similar work.

Inspector shall have the right to put all the stores or materials forming part of the same or any part thereof to such tests as he may like fit and proper as per QAP/governing specification. The seller shall not be entitled to object on any ground whatsoever to the method of testing adopted by the Inspecting officer.

Unless otherwise provided for in the contract, the quantity of the stores or materials expended in test will be borne by seller.

Inspecting officer is the Final Authority to Certify Performance / accept the consignment. The Inspecting officer's decision as regards the rejection shall be final and binding on the seller.

The seller shall if so required at his own expense shall mark or permit the Inspecting officer to mark all the approved stores with a recognised Government or purchaser's mark.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

36 INCH TRIPLE OFFSET BUTTERFLY VALVE (4 pieces)

(क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक/Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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परेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Shailendra Singh	400071,HPCL, Mumbai Refinery, B.D.Patil Marg, Mahul Road, Mumbai-400074.	4	224

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/**Buyer Added Bid Specific Terms and Conditions**

1. **Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. **Scope of Supply**

Scope of supply (Bid price to include all cost components) : Only supply of Goods

3. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

SALIENT INSTRUCTIONS TO BIDDER - (superseding GeM GTC)

Please fill-up the required details and attached with un-priced bids

Vendor Name	
Name & Designation of the Contact Person	
Contact Number of person (Mobile)	
Email -ID	
PAN No. (Pls Attach PAN Copy along with Bid)	
GSTIN Number (Pls Attach GSTIN Certificate Copy along with Bid)	
Applicable GST% on the offer items *(please ensure quoted price is inclusive of applicable GST and other extras)	

Vendor to submit declaration regarding status of debarment/holiday listing by other PSUs

Please see that submitting signed and stamped Integrity Pact along with the bid is mandatory. Bid will be rejected if integrity pact is not submitted

*Payments Terms-

- 75% of the bill amount duly recommended by user on receipt of materials / docs. At HPCL shall be paid within 7 days of receipt of bill.

- 25% to be paid after verification/ certification within 15 days of receipt of bill. However, the final bill pay

ment will not exceed 30 days.

*Price Reduction Clause for Delayed Delivery: Applicable as per GTC Supply

In case of delay in delivery, prices will be reduced @0.5% of the total basic order value for every week of delay or part thereof subject to a maximum of @5% of the total basic order value.

Note- (a) Price reduction shall be applicable only on the basic cost and on full complete week(s) and for fractional days, price reduction shall be applicable on pro-rata, if any.

(b) Initially price reduction shall be applicable for total basic order value and final price reduction settlement to be on undelivered portion in the contractual delivery period.

PRC will be levied for undelivered quantity on basic invoice value, not on total RPO / PO/ contract value.

*Security Deposit: Not applicable

*Retention Money/Performance Bank Guarantee: Applicable (5% of total PO value)

HPCL PBG format, as below-

PERFORMANCE BANK GUARANTEE

(on non-judicial stamp paper of appropriate value)

To,

Hindustan Petroleum Corporation Ltd.,

(Address as applicable)

IN CONSIDERATION OF THE HINDUSTAN PETROLEUM CORPORATION LTD. a

Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay - 400 020 (hereinafter called "the Corporation" which expression shall include its successors and assigns) having awarded to M/s

_____ a partnership firm/sole

proprietor business/a company registered under the Companies Act, 1956 having its office at

_____ (hereinafter referred to as "the Supplier" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Corporation's" Order No. _____ dated _____ and the General procurement conditions of "the Corporation" and upon the condition of "supplier's" furnishing security for the performance of "the Supplier's" obligations and/or discharge of "the supplier's" liability under and/or in connection with the said supply contract upto a sum of _____ (Rupees _____) amounting to 5% (five percent) of the total contract value.

We, _____ (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Corporation" in rupees forth with on demand in writing and without protest or demur of any and all moneys anywise payable by "the Supplier" to "the Corporation" under, in respect of or in connection with the said supply contract inclusive of all the Corporation's losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys anywise payable in respect of the above as specified in any notice of demand made by "the Corporation" to the Bank with reference to this Guarantee upto and aggregate limit of _____ (Rupees _____) and "the Bank" hereby agrees with "the Corporation" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee /Undertaking and shall remain valid and irrevocable for all claims of "the Corporation" and liabilities of "the Supplier" arising upto and until midnight of _____.

2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Supplier's" obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the

Bank" from its full liability hereunder.

3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Supplier's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the supplier" of the said supply contract or to grant time and/or indulgence to "the Supplier" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement of all or any of the obligations of "the supplier" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the supplier" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".

4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the supplier" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Corporation" in terms hereof.

5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this

Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anywise affected or suspended by reason of any dispute having been raised by "the suppliers" (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the supplier" or any other order of communication whatsoever by "the supplier" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.

6. The amount stated in any notice of demand addressed by "the Corporation" to "the Bank" as liable to be paid to "the Corporation" by "the supplier" or as suffered or incurred by "the

Corporation" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Corporation" be conclusive of the amount so liable to be paid to "the Corporation" or suffered or incurred by "the Corporation", as the case may be, and payable by "the Bank" to "the Corporation", in terms hereof.

7. Notwithstanding anything contained herein above:

i. Our liability under this guarantee shall not exceed

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

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

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 supplier" and "the Bank" in this regard.

IN WITNESS Where of _____ Bank, has executed this document at

_____ on _____ 199 .

_____ Bank

(by its constituted attorney) (signature of a person authorized to sign on behalf of "the Bank

—

PRE QUALIFICATION CRITERIA

The bidders, intending to participate shall fulfil the following qualification criteria (technical & financial), otherwise their bid will be rejected.

S.NO.	DESCRIPTION
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1.0	TITLE: This tender is for supply of Supply of Triple Offset Butterfly Valve for FR NVPS at H PCL-Mumbai Refinery.
2.0	PRE-QUALIFICATION CRITERIA: All the Financial & Technical criteria under shall be met with by the bidder, otherwise the offer shall be rejected.
3.0	PRE-QUALIFICATION CRITERIA: All the Financial & Technical criteria shall be met with by the bidder, otherwise the offer shall be rejected.

TECHNICAL CRITERIA:

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

Sr. No	No. of Completed Works	Value of Completed Works (in Rs. lakhs.)	
		For Non-MSEs	For MSEs
1	One similar work having value not less than	54.11	46

Notes:

The above-indicated amounts in PQC are basic value only and exclusive of all taxes. Bidder needs to submit documents accordingly.

Definition of similar work:

Bidder should have supplied Triple offset butterfly Valve(s) to Petroleum or Petro-chemical or Fertilizer Industry.

Technical criteria shall be met for qualification of bidder. Bidder shall furnish documentary evidence to substantiate their claims on the above requirements.

DOCUMENTS:

Bidder should submit "EIL enlistment certificate for Triple offset butterfly Valves". The certificate validity shall be minimum up to the due date of the tender. In case of non-submission of this documentary proof, the bid shall be rejected.

The Bidder should submit all the Documents, in support of fulfilling their Pre-Qualification Criteria till technical review stage. HPCL reserves right to complete the evaluation based on the details furnished along with the Bid, without seeking any additional information. HPCL also reserves right to ask for additional document clarifications/submissions during technical evaluation, bidder has to submit it. However final decision shall vest with HPCL.

Complete Documentary evidence to be provided in support of their fulfilling the Qualification Criteria as given, for the following:

- a. Copy of Purchase Order along with relevant drawing copy
- b. Completion Report or Client acceptance letter or Client confirmation email or Copy of Inspection Release note along with Invoice and payment advice against the invoice amount or CRAC document of GEM order.
- c. Audited Balance Sheets and Profit & Loss Account Statements with UDIN no.

FINANCIAL CRITERIA:

3.2	Average Annual financial turnover of the bidder during the last three years ending 31.03.2025 shall be a minimum of				
	Average Annual financial turnover of the bidder during the last three years				
	<table border="1"><thead><tr><th>For Non-MSEs</th><th>For MSEs</th></tr></thead><tbody><tr><td>₹ 40.58 Lakhs</td><td>₹ 34.5 Lakhs</td></tr></tbody></table>	For Non-MSEs	For MSEs	₹ 40.58 Lakhs	₹ 34.5 Lakhs
For Non-MSEs	For MSEs				
₹ 40.58 Lakhs	₹ 34.5 Lakhs				
	In case of companies, stand-alone financial statement may be considered.				
3.3	<p>In case, the last financial year closing date is within 9 months of bid due date and audited annual report of immediately preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.</p> <p>Example, in case, audited annual report of immediately preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.</p>				

4.0	<p>Documents.</p> <p>A. Bidder shall submit the complete audited Balance sheets, profit and loss account/Financial Statements for the immediate (3) three preceding financial years duly signed/ stamped by Chartered Accountant along with Valid UDIN number.</p> <p>B. In case, the last financial year closing date is within 9 months of bid due date and audited annual report of immediately preceding financial year is not available, bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate three preceding financial years.</p> <p>Example, in case, audited annual report of immediately preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.</p> <p>Bidder shall provide postal address, E-mail address, contact details of their customers whose documents are submitted as proof of meeting the PQC of the tender. HPCL has right to contact the clients of the bidder for seeking their feedback on the performance. HPCL's decision is final with regard to acceptance or rejection of the bid, if the feedback received from customer of bidder is not satisfactory.</p> <p>Bidder shall meet all the above conditions to qualify their bid. In the event of bidder not meeting any of PQC conditions, the bid submitted shall be summarily rejected.</p> <p>Note 1: PQC is relaxed by 15% for Micro and Small Enterprises subject to meeting the prescribed quality and technical specification of the tendered items.</p> <p>Note 2: The condition of prior turnover and prior experience (PQC) may be relaxed for Startups as defined by Department for Promotion of Industry & Internal Trade (DPIIT) (only for Goods / Services) subject to making suitable provisions in the bidding document. As per Department of Expenditure's OM No.F.20/2/2014-PPD dated 20.09.2016, relaxation regarding the prior turnover and prior experience (PQC) is applicable only to all startups recognized by Department for Promotion of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise.</p> <p>Development order(s) of a certain percentage (say maximum 10% of the tender quantities) may be considered on a case to case basis in the case of startups in Goods/Services.</p>
5.0	<p>Vendors who are qualifying PQC criteria may make site visit prior to bidding for understanding the detailed job scope, if they think it is necessary. HPCL will arrange necessary gate passes and arrangement inside the refinery for site visit. HPCL shall not be responsible for any expenses incurred by bidders in connection with the preparation & acceptance of bid, site visit if any and other expenses incurred.</p>
6.0	<p>Bidders shall understand the detailed scope of work as mentioned in the tender document and obtain clarifications, if any, on the scope in its entirety.</p>

7.0 HPCL shall not be responsible for any expenses incurred by Vendors in connection with the preparation & acceptance of the Bid, Site visits, if any and other expenses incurred.

8.0 HPCL also reserves right to use their in-house information for assessment of Bidder's capabilities. Basis such evaluations & findings, HPCL reserves right to reject a Bidder's offer without assigning any further reason whatsoever. HPCL may ask contact number, email ids of the users who have issued completion certificates or documents in support of PQC, bidder has to submit those.

Eligibility Criteria

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; or

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:

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. See Annexure. (PARENT COMPANY GUARANTEE)

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 (make in India) 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. See Annexure. 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).

NOTES TO VENDOR:

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1. Scope of Job:

- 1). Supply the valves as per attached valve specification sheet N-3347A
- 2). P&F and transportation is in scope of vendor at no extra cost to HPCL.
- 3). All Valves have to be supplied in fully finished, operatable (gear box as per Valve spec sheet) and ready to use condition.
- 4). Attached HPCL approved QAP- 160 to be followed strictly.
- 5). **Vendor needs to submit the drawing of valve based on attached datasheet within 21 days of order placement for HPCL review. HPCL will provide comments/approval of drawings within 10 working days of submission of drawings by the Vendor. HPCL review/approval does not absolve vendor from the responsibility of overall safe design and performance of the supplied items.**
- 6). **Any query or clarification related to Valve Specification sheet and QAP-160 shall be asked during the tendering stage only, no such query shall be entertained post PO placement.**
- 7). Third Party Inspection agency shall be deputed by HPCL as per QAP requirements for stage wise
inspection of material within India.
- 8). For inspection Outside India, third party inspection is in the vendor's scope. Vendor to quote
accordingly.
- 9). Any manufacturing defects which are not related to unloading activity or which are due to
improper and unsafe transportation shall be in vendor's scope.

2. Important Notes:

1. **DELIVERY PERIOD:** Material shall be delivered to HPCL, Mumbai Refinery within 32 weeks

(including the review/approval period) from the PO/ LOI date, whichever is earlier. Offers of the bidders quoting higher delivery period shall be liable for rejection.

2. **PRICE REDUCTION CLAUSE:** Applicable

3. **PAYMENT TERMS:** As per HPCL GTC

4. **RM/PBG:** Applicable

5. **Warranty:** Warranty for supplied valve is 18 months from date of supply or 12 months from the date of commissioning, whichever is earlier.

Note: Warranty clause mention above point-5, shall supersede the condition anywhere else mention in the tender.

6. Bid Rejection Criteria- Non-confirmation to delivery period as per tender, Non-compliance to PQC

1. HPCL's Scope:

a) Tools and tackle to unload the Valves within HPCL- Mumbai Refinery after dispatch clearance sought by vendor from HPCL.

b) HPCL shall depute the TPI within India, vendor needs to intimate HPCL before 72 hours (Charges against same not to be incorporate).

2. Vendor's Scope: -

•Third party inspection is in the vendor's scope (For Inspection outside India) from below 3 TPIA

1.Lloyd's Register Inspection Services (LRIS)

2.American Bureau of Shipping (ABS)

3.Tata Projects Limited

Hence vendor needs to quote accordingly

•All required consumables, tools & tackles, Manpower, Power, and accessories required to complete the job as per attached HPCL approved QAP and Valve spec sheet.

•Any other requirement not specifically mentioned in the tender but is required to complete the job.

•Transit Insurance is in the scope of vendor.

3. GENERAL INSTRUCTION (as applicable and as per the advice of HPCL):

1. For final dimensional checks, valve should be properly levelled in horizontal/vertical plane and all Tools, facilities, etc. to be provided by Vendor for accurate checking.

2. All Welding Electrodes/Filler Wire materials shall be used from any the HPCL approved Manufacturers only, as given in the Attachment to this Tender.

3. All Paint materials shall be used from any of the HPCL approved Paint Manufacturers only, as

given in the Attachment to this tender.

4. While inside the Refinery, Vendor shall mandatorily follow all prevailing Safety rules and

regulations.

5. In case of any controversy, HPCL's decision shall be final.

6. While carrying out the jobs, if any additional jobs of minor nature is found required, the same shall

be performed by the Vendor at no extra cost.

7. Packing & Forwarding: The material shall be suitably packed such that there is no damage to the material during transit. Each valve supplied shall be stenciled, indicating material specification & dimensions of the valve and the spec sheet 3347A.

8. Vendor shall strictly supply as per purchase order quantity.

9. Vendor shall ensure that the transporter's copy of Excise invoice (if applicable) is forwarded along with material supply.

10. If any rejection is found vendor shall have to replace the rejected material within 15 days from date of intimation letter from HPCL. Vendor shall send his authorized personnel to sign on the out-going gate passes for withdrawing the rejected material. In case the vendor does not replace or withdraw the rejected lot within 15 days, HPCL shall not be responsible for the loss of material.

11. Vendor shall dispatch the material through reliable transporter on door delivery basis.

12. For SMOOTH ENTRY AT REFINERY MAIN GATE, Vendor shall clearly mention the Purchase order no. on the delivery challan and shall instruct his transporter to contact the following persons from CISF Main gate.

13. Technical Clarification regarding the Tender/Scope of Work, if any, can be sought from

A. Mr. Shailendra Singh, Officer- Maintenance Planning, HPCL Mumbai Refinery, 022 2507 6926 or

Email: shailendra.singh2@hpcl.in

B. Mrs. Shefali Ameya Bannore- Sr. Manager, Maintenance Planning, HPCL Mumbai Refinery, 022-

2507- 7862 or Email: shefalidodal@hpcl.in

4. Generic

Buyer Organization specific Integrity Pact shall have to be complied by all bidders. Bidders shall have to

upload scanned copy of signed integrity pact as per Buyer organizations policy along with bid. [Click here to view the file](#)

अस्वीकरण/Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The

Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

[यह बिड सामान्य शर्तों के अंतर्गत भी शासित है /This Bid is also governed by the General Terms and Conditions](#)

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---