

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	17-06-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	17-06-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (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	1
वस्तु श्रेणी /Item Category	TA 26: PROCUREMENT OF VARIOUS GASKETS
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	TA 26: PROCUREMENT OF VARIOUS GASKETS
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Category not available on GeM for the text string uploaded by the buyer
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> <li>Gasket Sheet-IS:11149</li> <li>Metal Jacketed Gasket</li> <li>Spiral Wound Metallic Gasket</li> </ul>
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	Experience Criteria,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Compliance of BoQ specification and supporting document *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 मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
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	3
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	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Payment Timelines	Payments shall be made to the Seller within <b>10</b> days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
वित्तीय दस्तावेज की आवश्यकता है / Financial Document Required	Yes
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईएमडी राशि/EMD Amount	1000000

#### 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).	20

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b). 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 :**

HPCL

PO Box 15, Hindustan Petroleum Corporation Limited, Visakh Refinery, Malkapuram, Visakhapatnam, Andhra Pradesh - 530011

(Hindustan Petroleum Corporation Limited)

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
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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	100

### ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

**This Bid provides for Trade Receivables Discounting System (TReDS) as Preferred mode of payment. For MSME sellers, payments may be processed through a TReDS exchange in which the Buyer is registered, subject to applicable policy and regulatory guidelines. Accordingly, sellers intending to avail payment through TReDS are required to be registered with at least one TReDS exchange in which the buyer is registered.**

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 100% (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. 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

एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :

Tender Line Items - [1779865046.xlsx](#)

## TA 26: PROCUREMENT OF VARIOUS GASKETS ( 1 Lot )

(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	<a href="#">Download</a>
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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	Devaram Nitish Reddy	530011,HPCL, Visakh Refinery, Refinery Warehouse, Malkapuram, Visakhapatnam - 530011	1	70

### 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. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

#### 3. 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](#)

#### 4. **Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

#### 5. **Scope of Supply**

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

#### 6. **Warranty**

Warranty period of the supplied products shall be as given in specifications from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

#### 7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

##### **A. HOW TO QUOTE:**

1. Vendor is requested to quote their rate as per the required technical specifications, terms and conditions mentioned in the tender documents. In case of technical deviations, vendor should submit the same in the Deviation List, failing which it shall be construed that all the terms and conditions are acceptable to the vendor.
2. Due to GeM limitations, BOQ could not be created. Hence, only **LUMPSUM PRICE** is sought for all the tender line items. **Vendor or shall quote LUMPSUM PRICE IN GeM for the tender line item which shall be inclusive of all overheads, charges, any other duties and including applicable taxes (GST) for door delivery basis to HPCL - Visakh Refinery.**
3. Please refer the attached excel uploaded for detailed line items along with quantities. Bidder shall provide item wise rate in the excel file. **DO NOT UPLOAD THIS EXCEL WITH THE TECHNICAL BID. This sheet shall be uploaded as part of financial document. Offers from vendors uploading this excel sheet or any other document indicating prices along with technical bid shall be rejected without any further correspondence.**
4. If there is a mismatch between the rates quoted in Excel Sheet & the Rates quoted in GeM Priced Bid (online), then the rates in the GeM Priced Bid (online) shall be considered for evaluation. Bidder shall provide unit rates accordingly matching with GeM price.
5. **Declaration:** During bid submission, vendor shall mandatorily upload following declarations:
  - i) Not Banned / Holiday Listing declaration.
  - ii) Relationship with other vendors.
  - iii) Land Border Form - I.
  - iv) MII Declaration.
  - v) Additional documents (like NSIC / ISO Certificate / any other relevant documents others than previous POs/RN) to substantiate claim towards manufacturer of the offered product.
  - vi) Declaration that the rates quoted are inclusive of all the all overheads, charges, any other duties and including applicable taxes (GST).
  - vii) Any other declarations as per tender.
6. Tender will be evaluated on **overall lowest basis.**

## **B. SCOPE & NOTES TO BIDDERS:**

### **1.0 SCOPE OF SUPPLY:**

- 1.1 Supply of Various Gaskets for TA26 as per tender specifications, attached drawings & QAPs.
- 1.2 **Due to size limitation, drawings & QAPs could not be attached to the tender. Bidders to download the same using the following link:**

<https://drive.google.com/drive/folders/1j-v8E1vdwgkLxu98bkTDqCmB3p33W8sf?usp=sharing>

### **2.0 DELIVERY PERIOD:**

- 2.1 Materials to be delivered at HPCL- VR Warehouse within 10 Weeks from the date of PO/LOA, whichever is earlier.
- 2.2 Agency has to take dispatch clearance in case materials to be supplied after the CDD. Acceptance of materials delivered beyond CDD is at the discretion of HPCL.

### **3.0 REJECTION CRITERIA:**

- 3.1 Agency to supply as per tender specifications. Any offered specification not as per HPCL requirement will be liable for rejection.
- 3.2 Any deviation in QAP may result in rejection of offer. Vendors not meeting the PQC will be rejected without any communications.

### **4.0 THIRD PARTY INSPECTION (TPI):**

- 4.1 TPI is required and the cost of the same to be borne by the vendor. Vendor to submit the offer including the cost of TPI and other NDTs. TPI & NDT scope specified in the QAP is to be complied without any deviation. Stage wise clearance to be obtained as per QAP. At every stage of QAP vendor shall forward relevant certificates / documents in support of the satisfactory completion of inspection activity at that stage as per QAP and shall take clearance from HPCL in writing prior to proceeding further.
- 4.2 All Original TPI clearance certificates to be furnished to HPCL along with the delivery.
- 4.3 The following TPI agencies are approved by HPCL, based on the past performance of TPI agencies.
  - a) Bureau Veritas ( BVIS )
  - b) Certification Engineers International Ltd. ( CEIL )
  - c) Det Norske Veritas ( DNV )
  - d) Indian Register of Shipping ( IRS )
  - e) Lloyd's Register Inspection Services ( LRIS )
  - f) Quality Evaluation & Systems Team Pvt. Ltd. ( QUEST )
  - g) Societe Generale de Surveillance ( SGS )
  - h) Tata Projects Ltd. ( TPL )
  - i) TUV Sud South Asia (Affiliated to TUV Sud, Germany)
  - j) TUV India Pvt. Ltd. (Affiliated to TUV Nord, Germany)
  - k) Projects Development India Ltd. ( PDIL )
  - l) IRCLASS Systems & Solutions Pvt. Ltd
  - m) Meenar Global Consultants Lip

### **5.0 APPLICABLE QAP:**

- 5.1 For Spiral Wound Gaskets, QAP S-9A is applicable without any deviations.
- 5.2 For Exchanger jacketed gaskets, QAP S-9G is applicable without any deviations.
- 5.3 For Rubber gaskets, QAP S-9E is applicable without any deviations.
- 5.4 For Soft Iron and SS Plug Gaskets for AFCs, QAP S-9D is applicable without any deviations.

- 5.5 For Insulating gaskets, QAP S-9K is applicable without any deviations.
- 5.6 For RJT gaskets, QAP S-9C is applicable without any deviations.
- 5.7 For Kammprofile gasket, QAP S-9F is applicable without any deviations.
- 5.8 For Non asbestos gaskets, QAP S-9J is applicable without any deviations.
- 5.9 Also agency has to submit the copies of the signed QAPs as acceptance for NIL deviations.

#### **6.0 STENCILING/MARKING:**

- 6.1 Carry out stencil & permanently mark the size, thickness of the gaskets and Metallurgy of the gaskets. TPI stamp area to be circled with paint for easy visibility.
- 6.2 The centering ring of each spiral wound gasket shall be permanently marked. The lettering height shall be a minimum of 0.1 inch. The following information shall be included with the centering ring markings.

#### **7.0 WARRANTY / GUARANTEE:**

The supplies made against this tender/order shall be fully guaranteed against any manufacturing defects/poor workmanship/inferior quality etc. for a period of 12 months from the date of usage or 18 months from the date of supply whichever is earlier. In case, any defect arises during this period, agency shall replace the defective components at no extra cost. Other terms as per GeM GTC.

#### **8.0 LIQUIDATED DAMAGES (LD):** As per GeM GTC.

#### **9.0 PAYMENT TERMS:** As per GeM GTC.

#### **10.0 LIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH BID:**

- a) PQC documentations
- b) Signed QAP

#### **11.0 LIST OF DOCUMENTS TO BE PROVIDED ALONG WITH SUPPLY:**

- a) Copy of VIT Transmittal slip
- b) Copy of Invoice
- c) Original TPI and Warranty/Guarantee Certificate
- d) Relevant Test Certificate
- e) Original IRN

#### **12.0 Performance Bank Guarantee / Insurance Surety Bond:**

12.1 Vendor / contractor shall furnish Performance Bank Guarantee in favour of HPCL or Insurance Surety Bond for Performance Security from Insurance Regulatory and Development Authority of India (IRDAI) regulated Insurance Company only in favour of HPCL for 5% of contract value valid during the above guarantee period.

12.2 Vendors are required to submit Bank Guarantee from Nationalized Bank / Scheduled Bank (other than Cooperative bank). The list of Scheduled Banks as per RBI (Schedule II of RBI Act) is available on RBI website at [https://m.rbi.org.in/scripts/bs\\_viewcontent.aspx?ld=3657](https://m.rbi.org.in/scripts/bs_viewcontent.aspx?ld=3657)

From the list available under above link, Bank Guarantees from the following categories are only acceptable:

- i) Scheduled Public Sector Banks
- ii) Scheduled Private Sector Banks

- iii) Scheduled Foreign banks in India
- iv) Scheduled Small Finance Banks - **AU Small Finance Bank Limited.**

12.3 BGs will not be accepted from Payments Bank and Small Finance Bank other than bank(s) specifically mentioned above.

12.4 In case of submission e-BG by vendor: In addition to regular format, following highlighted para also should be incorporated in appropriate place of e-BG:

- a) "We.....the bank hereby under-take that no amendment or changes, if any, to this Bank Guarantee shall be carried out except with the prior consent of HPCL in writing.
- b) "Notwithstanding anything contained herein above:
  - i) Our liability under this guarantee shall not exceed Rs. ....
  - ii) This Bank Guarantee shall be valid upto and including ..... (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 (including through NeSL portal or any other mode) 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."

12.5 Please note the, following details also for issuance of e-BG:

Sl.	Description	HPCL Details	Mandatory / Optional
1	PAN / UIN*	AAACH1118B	Beneficiary- Yes   Applicant- Yes
2	Name	Hindustan Petroleum Corporation Limited	Beneficiary- Yes   Applicant- Yes
3	Date of Incorporation	15-07-1974	Beneficiary- Yes   Applicant- Yes
4	Email ID	User E-Mail ID	Beneficiary- Yes   Applicant- Yes
5	Contact number	User contact No	Beneficiary- Yes   Applicant- Yes
6	Legal Constitution	Company	Beneficiary- Yes   Applicant- Yes
7	Registered office address	Hindustan Petroleum corporation Limited, PB No 17, JAMSHEDJI TATA ROAD, Mumbai	Beneficiary- Yes   Applicant- Yes
8	Registered office address Pin code	400020	Beneficiary- Yes   Applicant- Yes
9	Communication address*	User Location address	Beneficiary- Yes   Applicant- Yes
10	Communication address Pin code*	User Location pin code	Beneficiary- Yes   Applicant- Yes

11	Business Unit Code*	User to provide basis PO	Mandatory for Applicant for e-BG to HPCL
12	Contract Reference Number*	SAP PO Number/ Tender No	Mandatory for Applicant for e-BG to HPCL
13	Vendor Code*	SAP Vendor code	Mandatory for Applicant for e-BG to HPCL
14	e-Portal ID*	Procurement Portal (GEM, CPPP etc )	Mandatory for Applicant for e-BG to HPCL

### 13.0 Updating Bank Mandate:

Please login to Vendor Self Service Portal (<https://vss.hpcl.co.in/vss/login>) and confirm if your bank mandate is updated in the system. In case NOT UPDATED, to initiate the bank mandate update process, vendor needs to log in to the VSS Portal and navigate to the "My Profile" tab where the bank mandate option is available. Please upload the following documents:

- (i) Bank Mandate on Vendor's letter head in HPCL's format, duly signed by vendor's bankers and the authorized signatory of the vendor.
- (ii) Copy of Cancelled Cheque
- (iii) Copy of PAN Card
- (iv) Copy of Board Resolution / Necessary authorization of the signatory signing the bank mandate
- (v) In case of change in Bank Account details, reason for such change should be given on the letter head of the vendor (Applicable only for existing vendors)

#### NOTE:

- (a) Please refer enclosed manual for bank mandate update procedure.
- (b) Vendors will have to courier ORIGINAL Bank Mandate Form to HPCL.
- (c) In case of New Vendor, the above specified documents shall be submitted to Purchase Department.
- (d) In case of Existing Vendor, the above specified documents shall be submitted to User Department.
- (e) Upon receipt of the same in original, Bank details shall be updated in our records and One Rupee test payment will be processed.
- (f) Updating bank account details and providing original documents for updation of bank mandate is mandatory to ensure timely payment against Purchase Orders.

### 14.0 Force Majeure:

The following provision shall be read as part of Force Majeure provisions contained in the GeM GTC:

"Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor/Seller has no entitlement and Owner/Buyer has no liability for:

- a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and

b) any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.”

#### **15.0 Dispute Resolution:**

The dispute resolution and arbitration clauses in the GeM GTC shall not apply for this tender/PO/contract. The parties expressly agree that there does not exist any arbitration clause and arbitration cannot be resorted to in case of disputes or disagreements between the Seller and the Buyer.

The dispute resolution and arbitration clauses in the GeM GTC stands deleted as between Seller and Buyer, and shall stand replaced by the below provision:

##### **“DISPUTE RESOLUTION**

###### **(A) Discussions and Resolution**

(i) The parties shall attempt to resolve all dispute and difference arising out of or relating to this contract through negotiations in good faith. If any dispute or difference remains unresolved, then all such unresolved disputes or differences shall be referred to the Executive Director/SBU Head of HPCL of the concerned department and the Director/Owner / authorized Senior Official of the contractor/supplier for an amicable solution.

(ii) If any dispute or difference remains unsettled within sixty (60) days from the date on which either Party has served a written notice on the other Party making claims and for discussions, then the provisions of Part B (i.e., Conciliation) of this Clause shall apply.

###### **(B) CONCILIATION**

(i) All disputes and differences covered under the Conciliation Rules, 2019 arising out of or relating to this contract including its performance or interpretation, shall be fully and finally settled through Conciliation as per the Conciliation Rules, 2019 of HPCL, as amended from time to time.

(ii) The Conciliation Rules, 2019 of HPCL and any modification thereof shall be binding upon the Parties

(iii) The language of the conciliation shall be English;

(iv) The governing law of this contract shall be of India.

(v) In case the Conciliation fails, or if there are any disputes or differences which are not covered under Conciliation Rules, 2019, then the parties shall be free to take appropriate legal remedies for adjudication of their disputes.

(vi) The Courts having jurisdiction over the place where the contract was performed, except for enforcement of decree/judgment, shall be the court having jurisdiction to adjudicate the disputes between the parties.”

#### **16.0 Governing Law / Jurisdiction:**

The parties agree that GeM GTC clause on Governing Law/Jurisdiction shall stand deleted and replaced as follows:

##### **“JURISDICTION**

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

#### **17.0 Recovery of Sums Due:**

The following clause shall be in addition to the provisions of GeM GTC and shall form part of GTC:

#### **RECOVERY OF SUMS DUE**

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

#### **18.0 Termination/Cancellation and Risk Purchase:**

In addition to the termination/cancellation provisions contained in GeM GTC, the following provisions shall apply:

##### **“CANCELLATION / RISK PURCHASE CLAUSE:**

a. The Corporation/Buyer reserves the right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part with a written notice to the vendor if:

- i. The vendor/Seller fails to comply with the terms of this purchase order.
- ii. The vendor/Seller fails to deliver the goods on time and / or replace the rejected goods promptly.
- iii. The Vendor/Seller becomes bankrupt or goes into liquidation.
- iv. The vendor/Seller makes a general assignment for the benefit of creditors.
- v. A receiver is appointed for any of the property owned by the vendor.

b. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the Purchase Order and matters connected with it. The vendor/Seller is aware that the said goods are required by the Corporation/Buyer for the ultimate purpose of materials production and that non delivery may cause loss of production and consequently loss of profit to the Corporation/Buyer.

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

d. The provision of this clause shall not prejudice the right of the Corporation/Buyer from invoking the provisions of Liquidated Damages.”

#### **19.0 Holiday Listing Guidelines:**

The guidelines for Holiday Listing as adopted and available on HPCL website shall be applicable to all tenders floated and all Purchase Orders/Contracts placed by HPCL.

#### **20.0 General Terms:**

HPCL's interpretation of job scope and conditions contained in contract shall be treated as final and binding on the agency.

All other terms & conditions which are not mentioned either in tender document and / or in specification document shall be as per GeM GTC.

### C. CONTACT PERSONS:

1. For Technical Queries:

Mr. Utpal Das, Manager - Warehouse

Mr. Kasireddi Sreedhar, DGM - Warehouse

Tel: 0891 - 289 4320 / 4321

E-mail: [utpal.das@hpcl.in](mailto:utpal.das@hpcl.in) / [sreedhar@hpcl.in](mailto:sreedhar@hpcl.in)

2. For Commercial Queries:

Mr. Praneeth Maxim Noronha, Senior Manager - Procurement (Refinery)

Mr. Bharat Pandharinath Barve, DGM - Category Management (Refineries)

Tel: 022-22038394 / 8733

Email: [PraneethMaxim.Noronha@hpcl.in](mailto:PraneethMaxim.Noronha@hpcl.in) / [bpbarve@hpcl.in](mailto:bpbarve@hpcl.in)

**3. Vendor shall share their contact details like email address and phone numbers along with bid for post tender correspondence.**

**8. Buyer Added Bid Specific ATC**

Buyer uploaded ATC document [Click here to view the file.](#)

### अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer, is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.

10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. 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 catalogues 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. 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.**

**This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.**

**However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.**

[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 कार्यवाई 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---**

