

NOTICE INVITING FOR TENDER

MECHANICAL & CIVIL WORKS FOR TT GANTRY EXPANSION AT KONDAPALLI LPG PLANT



# NIT (NOTICE INVITING TENDER)

## THIS NIT SHALL FORM THE PART OF TENDER DOCUMENT.



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## MECHANICAL & CIVIL WORKS FOR TT GANTRY EXPANSION AT KONDAPALLI LPG PLANT



#### 1. INTRODUCTION

M/s Hindustan Petroleum Corporation Limited (HPCL), issues this Notice Inviting Tender (NIT) for MECHANICAL & CIVIL WORKS FOR TT GANTRY EXPANSION AT KONDAPALLI LPG PLANT.

Detailed terms, conditions and scope are provided in the tender attachments. Vendors may go thru the same & quote accordingly. HPCL T&C shall supersede.

#### 2. SCOPE OF WORK:

As defined in tender document.

#### 3. PRE-BID MEETING: Pre-bid meeting is scheduled on 12.09.2024 via VC.

You can join the VC using the following link:

Hi,		
HPCL is inviting you to a scheduled Zoom meeting.		
Join Zoom Meeting More Ways to join:	2	
Web Browser:	https://hpcl- in.zoom.us/j/95954506237?pwd=g1P07tneHN2raK2bLvGZAniSrOrsmz.1	
Meeting ID:	959 5450 6237	
Passcode:	085362	
One tap mobile:	India: <u>+918071279440,,95954506237#,,,,*085362#</u> or <u>+911164802722,,95954506237#,,,,*085362#</u>	
Join by Telephone		
For higher quality, dial a number based on your current location.		





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Dial:	India: +91 80 71 279 440 or +91 116 480 2722 or +91 22 48 798 004 or +91 224 879 8012 or +91 226 480 2722 or +91 22 71 279 525 or +91 406 480 2722 or +91 446 480 2722 or +91 806 480 2722	
Meeting ID:	959 5450 6237	
Passcode:	085362	
International numbers		
Join from a Video Conference Device (SIP/ H.323)		
SIP:	<u>95954506237@zoomcrc.com</u>	
Passcode:	085362	
	Or	
H.323:	115.114.131.7 (India Mumbai)	
	115.114.115.7 (India Hyderabad)	
Meeting ID:	959 5450 6237	
Passcode:	085362	

#### 4. CONTACT PERSON DETALS:

NITHIN KUMAR KOKKISA Plant Manager, Kondapalli LPG Plant 7813990909 <u>nithinkokkisa@hpcl.in</u>

ADDRESS OF THE LOCATION

Hindustan Petroleum Corporation Ltd. KONDAPALLI LPG BOTTLING PLANT IDA KONDAPALLI, VIJAYAWADA NTR DISTRICT, ANDHRA PRADESH, 521228



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# 5. EARNEST MONEY DEPOSIT (EMD): Applicable – Rs. 15,16,000/- (Fifteen Lakhs Sixteen Thousand Only)

#### Bids received without EMD are liable for rejection.

5.1 Earnest Money Deposit (EMD): Vendors can submit the online EMD only through Net Banking from selected Banks- RTGS or through BG.

Please attach the acknowledgment of online EMD details along with bid document.

Name	: Hindustan Petroleum Corporation Ltd
Bank	: State Bank of India
Branch	: Industrial Finance Branch
Account no	: 10404415390
Branch Code	: 9930
IFSC Code	: SBIN0009930
Address	: 155, Anna Salai, Chennai - 600002, Tamil Nadu

BG CONFIRMATION THRU SFMS:

HPCL has opted to rely on Structured Financial Messaging System (SFMS) based BG confirmations which are received through Banking channel. BG to be obtained from Bank Branch which is live on SFMS.

Bank should send the BG issuance advice through SFMS to HPCL designated Banker:

HPCL Designated Banker: ICICI BANK, BACKBAY BRANCH, MUMBAI

IFSC: ICIC0000393

CUSTOMER ID: 508902133

SFMS MESSAGE TYPE: 760COV

FIELD 7037: HPCL508902133WE

While sending BG issuance advice, Vendor/ customer Bank should mention the Unique Identifier code UIC on HPCL South Central Zone HPCL508902133WE in the row/field number 7037 of SFMS delivery report

Validity of the EMD to be beyond 45 days from the final bid validity period.



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Vendor is advised to take print out of SFMS delivery report from the BG issuing Branch and attach copy of the same along with hard copy of BG while submitting the same to HPCL.

5.2 Bidders desirous of submitting EMD in form of Bank Guarantee shall fill in the proforma complete in all respects in Non-Judicial Stamp Paper of appropriate denomination and having authorized seal and signatory of the issuing bank.

#### 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 Udyam Registration Certificate should be uploaded in the relevant space provided during bidding.

5.3. Applicability and consideration of MSE (Udyam Registration Certificate) concessions will be basis:

Policy as per GOI notification of prevailing government guidelines on Registration of MSE vendors (Manufacturing/ services) under Udyam as on due date of the tender.

Note: Udyam registration under category trading/distributor/reseller will not be considered for MSE exemption.

- 5.4 PROCESS OF SUBMITTING EMDs in case of BGs:
  - a. EMDs shall be put in an envelope super scribed
  - b. Performa as prescribed in the tender document to be printed completed, and along with separate DDs/BGs for each lot, put in the EMD envelope and sealed. (PLEASE MENTION VENDOR'S NAME, ADDRESS, And TENDER NO. ON THE REVERSE SIDE OF DEMAND DRAFT, AND AT DESIGNATED PLACE IN BANK GUARANTEE)

Sealed EMD envelope shall be submitted on or before due date & time to MANAGER PURCHASE/TENDER BOX at:

#### DGM-Procurement, CPO HINDUSTAN PETROLEUM CORPORATION LIMITED

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(A Government of India Enterprises) South Central Zone Parishrama Bhawan 7th Floor, 5-9-58/B, Fateh Maidan Road, Basheer bagh, Hyderabad, Pin 500004

- a. In case EMD is not received by due date and time, Bids of such bidders will be rejected and unpriced bids will not be opened online. HPCL shall not be responsible for delay in receipt of original BG of the EMD amount due to any reason whatsoever. Responses received after the stipulated time and date for whatsoever reasons will not be considered as valid responses. Similarly, responses received by Fax/ email/ telegram/ telex will also not be considered. HPCL will also not be responsible for any postal/ courier delays etc. for whatsoever reasons occurring
- b. EMD of unsuccessful bidders will be refunded after finalisation of the contract.
- c. EMD of successful parties will be refunded after submission of Security Deposit of 2% of PO value or CPBG of 10% of P.O. Value as advised by HPCL during award of order.
- 5.5 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.

EMD will be refunded to all the unsuccessful tenderers after finalisation of the Tender. For successful tenderers, refund will be made only on payment of Security Deposit against LOI / PO, as placed. EMD shall not bear any interest and shall be refunded by Cheque. While claiming refund, the original Cash Receipt issued by HPCL must be surrendered.

#### 6. SUBMISSION OF BIDS

This tender is floated in GeM on 2 bid basis.

Part 1: Techno Commercial bid &

Part 2: Priced bid



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Bids will be evaluated on OVERALL NETT DELIVERED COST TO HPCL BASIS. Quoted rate shall be inclusive of all components viz. packing charges, loading unloading charges, insurance, Third party Inspection Charges, transportation to site etc if any.

i. Bidders are 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.

ii. The offer from the tenderer should be strictly in accordance with Terms & Conditions of the tender.

iii. All the enclosed Tender documents along with the covering letter will form part of the tender.

iv. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful. Tenderer 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.

#### 6.1 UNPRICED BID (TECHNO COMMERCIAL BID):

Techno commercial bid shall include the following -

a. Integrity Pact duly signed & witnessed if applicable, as specified in the tender document.

b. Attachments/ Annexures only as sought thru the tender enquiry duly filled in, signed & stamped needs to be provided as per requirement.

c. Copies of Tax Registrations, if applicable.

d. Copies of Registration Certificate under NSIC, MSE etc.

e. Declarations – Delisting, Particulars of Tenderer etc. as specified in the tender document.

f. Bidders to ensure that Rates/Prices are not mentioned anywhere in Techno Commercial bid, failing which the bid is liable to be rejected.

#### 6.2. PRICED BID:

The prices are to be offered only in the price bid document of tender against the tendered items.



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- a. Price bid shall not contain anything else other than the rates. No terms and conditions or exception / deviation are permitted in price bid.
- b. HPCL shall not be responsible for any delays whatsoever in receiving as well as submitting offers. HPCL shall not be responsible for any postal or other delays in submitting EMD, wherever applicable.
- c. HPCL will not be responsible for the cost incurred in preparation and submission of bids, regardless of the conduct of outcome of the biding process.
- d. Bidders are not to mention any quotes/rates in any other parts of the tender.
- e. The Bidders shall be fully responsible for the payment of any and all taxes, duties, rates and statutory payments payable under all or any of the statutes etc.

#### 7. TAXES

## Vendors to quote taxes as per their GST registration status and applicable GST pertaining to HSC/SAC of tender items.

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

Please be guided by GST clause attachment in the tender document.

## Vendors to quote taxes as per their GST registration status and applicable GST pertaining to HSC/SAC of tender items.

#### 8. PAYMENT TERMS

- 1. Payment will be made within 15 days after successful supply of materials as defined in tender and receipt of Bill with relevant details.
- Vendor is advised to submit bill/ invoice details through portal "https://vss.hpcl.co.in/vss/login" and upload a scanned copy of bill or as advised in VSS portal.
- 3. Original invoice should be forwarded to :

Hindustan Petroleum Corp. Ltd., Integrated Finance Services, Priyadarshini Building, 2nd Floor, Eastern Express Highway,



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Sion, Mumbai-400022, Maharashtra

4. Duplicate copy of bill/invoice should be submitted at Concerned RO for processing.

<u>E-Payment</u>: Please note that payments against the PO finalised through this tender will be effected through e-payment only. In case the order is finalised on vendor and the mandate for processing e-payment has not been submitted, then the payment will not be effected till the submission of e - mandate by vendor and updating of necessary records at our end. Any consequent delays in payments will be to vendor's account and HPCL shall not be responsible for the same.

#### 9. INFORMATION TO BIDDERS

- i. HPCL may issue clarifications/amendments in the form of addendum/corrigendum during the bidding period and may also issue amendments subsequent to receiving the bids. For the addendum/corrigendum issued during the bidding period, Bidders shall confirm the inclusion of addendum/corrigendum in their bid. Bidders shall follow the instructions issued along with addendum/corrigendum.
- Bidders shall examine the Bidding Document thoroughly and submit to HPCL any queries. HPCL shall issue appropriate clarifications or amendments, if required. Any failure by Bidders to comply with the aforesaid shall not excuse the Bidders from performing the Services in accordance with the contract if subsequently awarded.
- iii. In case of public tenders, Bidders to thoroughly go thru the Pre-Qualification criteria attached in the tender document for Commercial & Technical eligibility.
- iv. Request for extension of tender submission due date, if any, received from Bidders within 48 hours of tender submission due date / time, shall not be considered
- v. Nonattendance in the pre-bid meeting will not be a cause for disqualification of the Bidders.
- vi. All certificates and qualifying documents of successful vendors are subject to verification with originals before award of contract. Vendors to mandatorily produce originals for verification at the time of award of contract order/PO whichever is earlier. Should any of the documents submitted/furnished by the vendor turn out to be invalid/incorrect HPCL reserves the right reject/cancel the offer and take appropriate measures as deemed suitable in line with the Terms & Conditions of the Contract.
- vii. The BIDDERSS/SELLER or any employee of the BIDDERSS/SELLER or any person acting on behalf of the BIDDERSS/SELLER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the



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BUYER has financial interest/stake in the BIDDERSS/SELLER's firm, the same shall be disclosed by the BIDDERSS/SELLER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

viii. "Holiday Listing (Banning of Business dealing)" shall mean officially debarring or forbidding an Agency from participating as Vendor/Supplier with HPCL, for its requirement related to procurement.

Bids received from parties who have been banned/blacklisted / put on holiday list or parties in respect of whom the action for blacklisting and holiday listing has been initiated by HPCL/any Government/ Quasi Government Agencies or PSUs, may not be considered for either evaluation or for award of work.

The Bidders should give a written declaration (attached in tender doc) indicating that they are not on holiday list/banned/blacklisted as on due date of this tender.

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.

- ix. The vendor shall comply with all the provisions of the GST Act/Rules/requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HPCL to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.
- x. Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied accrued to the Corporation on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.
- xi. Statutory variations in taxes, duties and cess shall be to Contractor's account. Owner shall make from Contractor's bills such tax deductions as are required as per rules and regulations in force from time to time.
- xii. Any new taxes/duties/cess/levies notified/imposed after the submission of last/final price bid but before the contractual date of completion of work shall be to OWNER's account.
- xiii. It is for the Bidders to assess and ascertain the rates of applicable Taxes & Duties for the tendered work. It is clearly understood that HPCL will not have any additional liability

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towards payment of applicable Taxes & Duties as a result of Bidders' wrong assessment / interpretation of applicable taxes & duties.

- xiv. In case there is change in the Registration status (Registered/Composition/Unregistered) of the vendor during the execution of the contract the same should be advised immediately. Due to change in the Registration status from Composition to Registered vendor etc. Corporation will not be liable for any additional tax payments.
- xv. Authorized Signatory: All the tender documents and Annexures, Techno-commercial details and Price Bids shall be required to be signed by the authorized signatory.

The authorized signatory shall be:

- i. Proprietor in case of proprietary concern.
- ii. Authorized partner in case of partnership firm.
- iii. Director, in case of a limited Company, duly authorized by its board of directors to sign.

If for any reason, the proprietor or the authorized partner or director as the case may be, are unable to sign the document, the said document should be signed by the constituted attorney having full authority to sign the tender document and a copy of such authority letter as also the power of attorney (duly signed in the presence of a Notary public) should be submitted with the tender.

Submission of the tender under the signature of the authorized signatory shall be considered as token of having read, understood and totally accepted all the terms and conditions.

#### **10. DEVIATIONS TO TENDER REQUIREMENTS**

The Bidders are required to submit offers strictly as per the terms and conditions/specifications given in the Bidding Document and not to stipulate any deviations. The offer of Bidders stipulating deviations to any of the following terms/conditions will not be considered for priced bid opening. However, HPCL reserves the right to give opportunity to Bidders for withdrawal of deviation to the following clauses. In case, Bidders refuse to withdraw the deviation against following clauses, the offers shall be rejected without any further correspondence with them.

- i) Security Deposit
- ii) Defect Liability period
- iii) Suspension & Termination
- iv) Liquidated Damages

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- v) Force Majeure
- vi) Scope of work & Specifications
- vii) Retention Money & PBG
- ix) Arbitration
- x) Payment terms
- xi) Integrity Pact
- xii) Completion Period longer than specified in bid document
- xiii) Firm Prices
- xv) Price change/ implication by the Bidders unilaterally after submission of bid.

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

#### 11. GRIEVANCE REDRESSAL MECHANISM

Hindustan Petroleum Corporation Limited (HPCL) has developed a "Grievance Redressal Mechanism" to deal with references / grievances if any that are received from parties who participated / intend to participate in the Corporation Tenders. The details of the same are available on our website <u>www.hindustanpetroleum.com.</u>

#### 12. CONCILIATION

The parties to the contract may seek to resolve all their disputes and differences amicably by conciliation in accordance with the Conciliation Rules of HPCL ( as in force and may be amended from time to time ), provided however that the disputes(s)/ difference(s) amount to a claim is in excess of Rs. One Crore. If however the disputes or differences are not resolved by Conciliation, the Parties shall be free to approach a Court of competent jurisdiction.

#### **13.** ORDER OF PRECEDENCE

• Special Terms & Conditions, if any, shall be read in Conjunction with the General conditions of Contract, specification of work, Drawings and any other documents forming part of this Contract wherever the context so requires. Where any portion of the General Terms & Conditions of Contract (GTC) is repugnant to or at variance with any provisions of the Special Terms and Conditions of Contract, unless a different intention appears, the provisions of the Special Terms and Conditions of Contract (STC) shall be deemed to over-ride the provisions of the General Conditions of Contract and shall to the extent of such repugnancy, or variations,



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prevail.

• In case of an irreconcilable conflict between Indian and other applicable standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings or Schedule of Rates and any other portion of Bidding Document the following shall prevail to the extent of such irreconcilable conflict in order of precedence.

The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence (Refer Annexure 22 – Govt. Guideline Sr. No. 12)

- 1. Contract Agreement
- 2. Detailed Letter of Acceptance along with its enclosures
- 3. Letter of Award / Fax of Acceptance
- 4. Job Specifications (specific to particular job only)
- 5. Drawings
- 6. Special Conditions of Contract
- 7. Technical Specifications
- 8. Instructions to Bidders
- 9. General Conditions of Contract
- 10. Other Documents

Any amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its annexuresIt will be the Contractor's responsibility to bring to the notice of Engineer-in-Charge any irreconcilable conflict in the contract documents, before starting the work(s) or making the supply with reference, which the conflict exists.

#### 14. TAX COLLECTION AT SOURCE U/S 206C(1H) OF INCOME TAX ACT 1961:

Bidders shall not quote TCS rate/amount anywhere in their bid; otherwise the bid is liable to be rejected. TCS claim to be made on Face of Invoices/Debit note and routed through BTS.

A Seller of Goods ("Vendor") within the requirement of Sec.206C (1H) of Income Tax Act, 1961, shall claim applicable Tax Collected at Source ("TCS") in the Invoice to be issued to HPCL or can claim the same through mutually agreed separate document. The payment of such TCS shall be made by HPCL once TCS amount deposited by vendor with the Tax authorities is reflected in Tax Credit Portal [Form 26AS] of HPCL. HPCL's PAN Number for the purpose of TCS is AAACH1118B which is required to be uploaded by the Vendor for every TCS deposit.

The Vendor is obliged to claim TCS as per the extant statutory provision. HPCL shall be liable to reimburse appropriate TCS only. HPCL shall not be made liable for reimbursement of any higher TCS mistakenly deposited by the Vendor or in case any wrong deposit of TCS is made by the Vendor to the Tax authorities on account of HPCL. The Vendor shall be solely responsible for compliance of TCS provisions, viz. its collection at appropriate percentage, its remittance to Tax Authorities, filing of applicable/appropriate returns in stipulated time and issuance of TCS Certificate to HPCL matching with TCS collected by it from HPCL.

Any liability, claim, proceedings regarding and arising out of TCS compliance shall be the sole responsibility of Vendor. In case any such claim, liability, proceedings are initiated against HPCL, which are solely attributable to the non-compliance of Vendor with the TCS provision, the Vendor



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undertakes to indemnify HPCL against all such claims, liabilities and proceedings. Further, HPCL shall be entitled to deduct any such additional payment liability from the running bill of the Vendor or its total outstanding.

All other attachments / documents/drawings form part of the tender. If there is any revision / modification in the tender, the same is hosted thru corrigendum.

#### 15. CLAUSE:

Planning and Designing in purview of Vulnerability Atlas of India

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT - ¬wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i. Seismic zone (II to V) for earthquakes,
- ii. Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii. Area liable to floods and Probable max. surge height
- iv. Thunderstorms history

v. Number of cyclonic storms / severe cyclonic storms and max sustained wind specific to coastal region

- vi. Landslides incidences with Annual rainfall normal
- vii. District wise Probable Max. Precipitation

Integrity Pact: Name and contact details of IEMs are available in hindustanpetroleum.com portal and any communication to IEMs can be forwarded to the following address:



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#### 17, Jamshedji, Tata Road, Mumbai-400020

Independent external monitor care of company secretary HPCL.

Udyam Registration Portal has a facility through which an entrepreneur can opt for linking itself with Government e-market (GeM) place by selecting an option on Udyam Portal. The enterprise will be linked to GeM portal and flow of information will start between these two portals. With this facility, MSEs can link themselves with the Government's procurement system and can participate in Government's mandatory procurement programme from MSEs.

#### **16. JOB DISTRIBUTION**

100% PO shall be placed on L1 bidder.

#### **17. PURCHASE PREFERENCE:**

Purchase preference under MII is applicable

Purchase preference is not applicable for Start ups

Purchase preference under MSE is applicable

#### **18. SECURITY DEPOSIT**

On receipt of Intimation / LOI (letter of Intent), vendor to submit Security Deposit

- a. 2% of PO/Contract value as Security deposit will be acceptable in the form of E-payment / Bank guarantee.
- b. 10% of PO/Contract value as performance guarantee will be acceptable in the form of Epayment / Bank guarantee in lieu of retention money.
- c. Composite Performance Bank Guarantee (CPBG) for 10% of PO value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money); such CPBG shall be valid up to a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks, other than co-operative bank. In case CPBG of 10% of PO value is submitted, SD of 2% of PO value need not be submitted.

For e-payment use the below bank details

Name	: Hindustan Petroleum Corporation Ltd
Bank	: State Bank of India
Branch	: Industrial Finance Branch



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Account no	: 10404415390
Branch Code	: 9930
IFSC Code	: SBIN0009930
Address	: 155, Anna Salai, Chennai - 600002, Tamil Nadu

d. For submitting SD/PBG/CPBG in form of BG, HPCL has opted to rely on Structured Financial Messaging System (SFMS) based BG confirmations which are received through Banking channel.

BG to be obtained from Bank Branch which is live on SFMS.

Bank should send the BG issuance advice through SFMS to HPCL designated Banker:

HPCL Designated Banker: ICICI BANK, BACKBAY BRANCH, MUMBAI

IFSC: ICIC0000393

CUSTOMER ID: 508902133

SFMS MESSAGE TYPE: 760COV

FIELD 7037: HPCL508902133WE

While sending BG issuance advice, Vendor/ customer Bank should mention the Unique Identifier code UIC on HPCL South Central Zone HPCL508902133WE in the row/field number 7037 of SFMS delivery report. Vendor is advised to take print out of SFMS delivery report from the BG issuing Branch and attach copy of the same along with hard copy of BG while submitting the same to HPCL.

e. Security Deposit documents/PBG/CPBG details to be submitted at Kondapalli LPG Plant.

#### **19. FIRM RATES**

The rates shall remain unchanged till the expiry of Contract and no Revision of Rates shall be entertained from parties for any reason. No Escalation / De-escalation of rates are applicable.

#### 20. 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: ,



NOTICE INVITING FOR TENDER

## MECHANICAL & CIVIL WORKS FOR TT GANTRY EXPANSION AT KONDAPALLI LPG PLANT



Invoice Mart (A.TREDS Ltd)

Ml 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.

All other attachments / documents/drawings form part of the tender. If there is any revision / modification in the tender, the same is hosted thru corrigendum.

It is mandatory as regulated by government for the vendors to onboard into TReDS platform. Hence PO shall be issued only after confirmation that onboarding has been completed.

#### **21. RETENTION MONEY**

10% of the total value of the Running Account and Final Bill will be deducted and retained by the Owner as retention money on account of any damage/defect liability that may arise for the period covered under the defect liability period clause of the Contract free of interest. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by contractor or in workmanship shall be rectified or replaced by the contractor at his own expense failing which the Owner shall be entitled to rectify the said damage/defect from the retention money. Any excess of expenditure incurred by the Owner on account of damage or defect shall be payable by the Contractor. The decision of the Owner in this behalf shall not be liable to be questioned but shall be final and binding on the Contractor. Thus, deduction towards retention money is applicable only in case of job/works contracts (civil, mechanical, electrical, maintenance etc.) Where any damage or defect may arise in future (i.e. Within 12 months from the date of completion of job) or lie undiscovered at the time of issue of completion certificate.

#### 22. Reverse Auction – Not Applicable