



**Notice Inviting Tender**

**Title: Fabrication and Supply of Inlet and Outlet Piping Spools of 99AFC01 as per attached drawings and applicable codes and standards, for LOUP Unit, Lube Refinery, Mumbai Refinery**

**1.0 INTRODUCTION:**

- 1.1** Hindustan Petroleum Corporation Ltd. also called HPCL (herein referred to as Purchaser) wishes to receive e-procurement bids against the subject tender document for the supplies to be carried out at HPCL Mumbai Refinery.
- 1.2** For the purpose of this document, the words "Owner", "Purchaser", "HPCL", "Corporation" have been used interchangeably and would mean same in the expression and intent in proper context. Also the words "Bidder", "Tenderer", "Contractor", "Vendor" have been used interchangeably and would mean same in expression and intent in proper context.

- 2.0** HPCL invites online bids at HPCL Mumbai Refinery, Mumbai 400074 in e-Tender system at <https://etender.hpcl.co.in> under two bid envelope system (Part-I : Integrity Pact + Techno-commercial bid and Part-II : Price bid) from competent bidders with sound technical and financial capabilities fulfilling the Qualification Criteria stated under Sr. No. 4.0 and its sub clauses below.

**3.0 SALIENT FEATURES OF THE BIDDING DOCUMENT:**

Description	Fabrication and Supply of Inlet and Outlet Piping Spools of 99AFC01 as per attached drawings and applicable codes and standards, for LOUP Unit, Lube Refinery, Mumbai Refinery
Tender No	22000452-HD-48002
Due date	<b>September 16, 2022 at 14:00 HRS IST.</b>
Last date & time for receipt of Bids	<b>September 16, 2022 at 14:00 HRS IST. (On e-tender portal <a href="https://etender.hpcl.co.in">https://etender.hpcl.co.in</a> Only).</b>
Offer Validity	120 days from Due date/Extended due date
Earnest Money Deposit (EMD)	Rs. 1,48,000/-
Tender Type	Public
Tender Document Charges	Nil
HPCL eproc Help desk phone no.	022-41146666, 022-61548595
Reverse Auction	Applicable
Evaluation criteria	Overall lowest basis
Price reduction clause for delayed delivery	Applicable as per HPCL GTC
No. of Vendors required	<b>One</b>
Delivery	Within 6 months from the date of PO/LOA (please refer tender document also)
RM/Performance Bank Guarantee (PBG)	Applicable, 3% of PO value
Address for communication with HPCL	For Technical queries: • Mr. Homesh Garg, Senior Manager- Maintenance Planning, HPCL, through Telephone: 022-2507-6944 or E-mail: homeshgarg@hpcl.in • Mr. Vaibhav Singh, Sr. Manager - Maintenance Planning, Ph: 022 25076946, Email: vaibhavsingh@hpcl.in <b>For Commercial queries:</b> Mr. Yogesh Verma, Manager –Purchase, E-mail ID: yogeshverma@hpcl.in, Tel. 022 25076820 Mr. Abhishek Jaiswal, Ch. Manager - Materials, E-mail ID: <a href="mailto:abhishekjaiswal@hpcl.in">abhishekjaiswal@hpcl.in</a> , Tel. 022 25076416



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**4.0 BIDDER QUALIFICATION CRITERIA:**

S NO	DESCRIPTION
1.0	<b>Job: Fabrication and Supply of Inlet and Outlet Piping Spools of 99AFC01 as per attached drawings and applicable codes and standards, for LOUP Unit, Lube Refinery, Mumbai Refinery.</b>
2.0	This is a Purchase Order for Fabrication, Testing and Supply of Inlet and Outlet Piping Spools of 99AFC01 as per attached drawings and applicable codes and standards, for LOUP Unit, Lube Refinery, Mumbai Refinery. Scope of work in brief includes: a. Procurement of all materials including pipes, flanges, fittings, plates, valves, fasteners etc. for the fabrication and testing of Piping Spools of 99AFC01 Inlet and Outlet. Fabrication and testing of Piping Spools as per enclosed drawing with conformance to all QAP's and applicable standards. Supply of fabricated piping spools after receipt of Delivery Clearance from HPCL Inspection.
3.0	PRE QUALIFICATION CRITERIA: All the criteria under clause 3.1 to 3.4 shall be met with by the bidder in the capacity of principal contractor.

**TECHNICAL CRITERIA:**

**3.1** Bidders shall have experience of having successfully carried out and completed similar work during the last 7 years ending 31-May-2022, which experience should be any one of the following:

S. No.	No. of completed works	Value of completed works	
		For non-MSEs (Rs.)	For MSEs (Rs.)
1	Three similar completed works, each costing not less than	0.30 Crores	0.25 Crores
2	Two similar completed works, each costing not less than	0.37 Crores	0.31 Crores
3	One similar completed work costing not less than	0.60 Crores	0.51 Crores

Notes:

Similar works shall be "fabrication and supply of piping spools and/or equipment including material supply in any petroleum industries or petrochemical industries or fertilizer industries or steel industries or power plants. Documentary proof should be provided for the same."

Documentary proof should be provided for the same.

Bidder to submit supporting documents i.e. Purchase Order copies & proof of successful completion for the above mentioned jobs from the client / end users. HPCL may verify the details if required.

Note: The above-indicated Amounts in table are Basic Value only and exclusive of all Taxes. Bidder needs to submit their Qualification Documents accordingly.



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3.2	<p><b>In addition to the above criteria, vendor should have fabricated piping and/or equipment for high pressure service with HT Pressure greater than 200 kg/cm<sup>2</sup>.</b></p> <p><b>Bidder will be rejected if the above criteria is not fulfilled.</b></p>
<b>FINANCIAL CRITERIA:</b>	
3.3	Average Annual Financial Turnover during the last 3 years, ending 31-March-2022, should be at least Rs. 0.22 crores for non-MSEs and 0.18 crores for MSEs.
3.4	<p>In case, the last financial year closing date is within 9 months of bid due date and audited annual report of immediate 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 immediate 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>Complete documentary evidence to be provided for the following <b>duly attested by Notary</b>:</p> <ul style="list-style-type: none"> <li>A) Copy of Purchase Order(s), clearly indicating work involving</li> <li>B) Copy of Completion Certificate/s by “end user” against each purchase order towards successful completion of each purchase order indicating the <u>basic value</u> of the work completed for the subject order/ orders. Contact details of end user in terms of telephone, email ID of the concerned people issuing completion certificate are to be provided in the bid for HPCL to cross verify the same.</li> <li>C) The above purchase order and completion certificates should have been issued by the end user [in whose installation/premises the work has been done], directly in the name of the bidder.</li> <li>D) Audited balance sheets and profit &amp; loss accounts statements.</li> </ul>
5.0	HPCL reserves the right to assess workability of the plan submitted by the bidder and reject the bidder’s bid technically if found not workable
6.0	Vendors who are qualifying PQC criteria may make site visit prior to bidding for checking the existing AFC’s at site, 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.
7.0	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.
8.0	<b>HPCL reserves the right to assess workability of the plan submitted by the bidder and reject the bidder’s bid technically if found not workable.</b>

**Hindustan Petroleum Corporation Limited**  
**(Mumbai Refinery)**

B D Patil Marg, Mahul, Mumbai-400 074  
Phone : +91-22-2507 6820/25076416 Fax : +91-22-25541054



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10.0	Bidders shall study and understand the scope of work and obtain clarifications, if any, on the scope in its entirety.
11.0	<p>Clarification, if any, can be obtained from</p> <ul style="list-style-type: none"><li>• Mr. Homesh Garg, Senior Manager- Maintenance Planning, HPCL, through Telephone: 022-2507-6944 or E-mail: homeshgarg@hpcl.in</li><li>• Mr. Vaibhav Singh, Sr. Manager - Maintenance Planning, Ph: 022 25076946, Email: vaibhavsingh@hpcl.in</li></ul>

- 4.0.1** 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. However, up to 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to a consortium shall apply to them.

“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.

- 4.0.2** Bids may be submitted by:

- a. a single person/ entity (called sole bidder);
- b. a newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;
- c. a consortium (including an unincorporated JV) having a maximum of 3 (three) members;
- d. an Indian arm of a foreign company.

Fulfilment of Eligibility criteria and certain additional conditions in respect of each of the above 4 types of bidders are stated below, respectively:

- a. The bidders (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfil each eligibility criteria on individual / combined basis.

- 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 eligibility criteria or any one constituent member/ promoter of such a JV shall fulfil each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfils each eligibility criteria, 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 Owner. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.

- c. In case the bidder(s) is/are a consortium (including an unincorporated JV), then the following conditions shall apply:

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- i. Each member in a consortium may only be a legal entity and not an individual person;
- ii. the Bid shall specifically identify and describe each member of the consortium;
- iii. the consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
- iv. One participant member of the consortium shall be identified as the “Prime member” and contracting entity for the consortium;
- v. this prime member shall be solely responsible for all aspects of the Bid/Proposal including the execution of all tasks and performance of all consortium obligations;
- vi. the prime member shall fulfil each eligibility criteria;
- vii. a commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the member’s commitment to perform all relevant tasks and obligations in support of the Prime/lead member of the Consortium and a commitment not to withdraw from the consortium;
- viii. No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre- qualification, without the prior written permission of the Owner.
- ix. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
- x. No consortium member shall hold less than 25% stake in a consortium;
- xi. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
- xii. Any person or entity can bid either singly or as a member of only one consortium.

**4.0.3 Number of vendors required:- One .**

**4.0.4 Evaluation Criteria:-** Overall lowest basis.

**5.0 EMD**

Tenders received without Earnest Money Deposit will be rejected. The following categories of tenderers are exempted from EMD:

- i. Public Sector Enterprises in India
- ii. Vendors registered as Micro/Small Enterprises (MSEs) or National Small Scale Industries Corporation (NSIC) in India. For this purpose, in the event of the tendering company being a Public Sector Enterprise in India, a declaration to that effect and in the case of Vendors registered with NSIC or a MSEs, a copy of the registration certificate or acknowledged copy of Entrepreneurs Memorandum Part II (EM – II) should be submitted.

**EMD can be submitted:-**

By way of pay order/demand draft or non-revocable bank guarantee on **any scheduled bank (other than cooperative banks)** and valid for Six (6) months from the due date of submission of bid or **online thru Net banking.**

BG in lieu of EMD is to be confirmed by the issuing Bank directly to the Owner preferably through Structured Financial Messaging System (SFMS), as it provides an RBI supported Integrated Platform for Bank Guarantee Verification. For details, please see attached documents of “BG Confirmation”.

If the EMD in physical form does not reach before tender due date and time, such bids will not be considered at all. Scanned copies of EMD should be uploaded along with bidding document on <http://etender.hpcl.co.in>

EMD in physical form shall be submitted to the following office on or before tender due date and time/extended due date and time as the case may be. The Envelope should indicate as **“Tender No. 22000161-HD-48002: Fabrication and Supply of Inlet and Outlet Piping Spools of 99AFC01 as per attached drawings and applicable codes and standards, for LOUP Unit, Lube Refinery, Mumbai Refinery**

**Hindustan Petroleum Corporation Limited  
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If applicable, valid EMD amount received by HPCL either thru electronic receipts or other acceptable means, on or before the due date/ time will be considered as if the same is received with the Bid. Refund of EMD may be through e payment or cheque.

If the EMD is not in line with the amount called for, the EMD will be returned to the tenderer and online bid would be rejected. Vendor to contact undersigned for submitting EMD if needed.

**Yogesh Verma, Sr. Manager- Purchase**  
**New Admin Building (Room no.250B)**  
**Materials Department, Hindustan Petroleum Corporation Ltd,**  
**Mumbai Refinery, B D Patil Marg, Mahul, Mumbai-400 074, India**  
**Email: [yogeshverma@hpcl.in](mailto:yogeshverma@hpcl.in). Ph: +91 22 25076820/6416**

Or

**C.G.M- Materials**  
**Room no. 332, 3rd Floor, New Admin Building**  
**HPCL Refinery, B D Patil Marg, Mahul**  
**Mumbai – 400074, India Ph. No. +91 22 25077005**

Or

EMD shall be dropped in the Refinery Purchase Tender box (Box No. 2) kept at the Refinery Main Gate, on or before due date or extended due date, and time.

EMD will be forfeited if

1. Bidder withdraws their offer during the period of validity.
2. In case of the successful bidder if he fails to furnish the security deposit as required.
3. Any other reason warranting the forfeiture of EMD at the sole discretion of HPCL.
4. In situations of unwillingness of tenderers to participate in Reverse Auction if applicable (Refer Page 1), after technical acceptance, but before commencement of Reverse Auction, EMD to be forfeited.

At any point of time after opening of the Un-Priced Bids, if the Demand Draft/ Pay Order submitted towards the Cost of the Tender Document and/ or the Demand Draft/ Pay Order/ Bank Guarantee submitted towards EMD, is found to be not authentic, the Bids of such Vendors shall be summarily rejected, without any reference to and/ or correspondence with the Vendor.

**6.0 INTEGRITY PACT (IP):**

Uploading of integrity pact is mandatory in the e Procurement application. The IP shall be digitally signed by the bidder and there shall be no requirement for physical/digital signature of witnesses. The Integrity Pact digitally signed by the authorized official of HPCL and the Contractor, will form part of this contract/ supply order/ sale order as applicable. **Non submission of IP along with tender would lead to outright bid rejection.** The bidder shall comply with the requirements of the Integrity Pact enclosed with the tender. Proforma of Integrity Pact, which is issued along with the bidding document shall be submitted by the bidder on or before due date to HPCL. If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, HPCL shall be entitled to demand and recover from bidder liquidated damages amount by forfeiting the EMD/Bid security (Bid Bond) as per provisions of Integrity Pact.

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

**7.0** Bids shall be submitted in <https://etender.hpcl.co.in> only. For any website related technical issues, HPCL Help Desk No. is 22-41146666

- (a) Unpriced part of the Bids shall be opened at 1400 Hrs IST, on the last date for submission of bids, bidders can witness the same in the portal. Time and date of opening of Price Bids shall be notified to the qualified and



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acceptable bidders at a later date.

(b) Telex / Telegraphic / Fax / E-mail bids shall not be accepted.

- 8.0 If a contractor submits his bid, qualifies and does not get the contract because of his being not the lowest, he will be prohibited from working as a subcontractor for the contractor who is executing the contract
- 8.1 By submitting the bids the Bidder to give a declaration that they have not been banned or delisted by any government or quasi government or PSUs. If a bidder has been banned by any government or quasi government or PSUs, please note that it may not necessarily be a cause for disqualifying bidder. However **if this declaration is not given, the bid will be liable to be rejected as non-responsive.**

9.0 DELIVERY PERIOD: Delivery period required by HPCL is as follows:

Within 6 months from the date of PO/LOA (please refer tender document also)

**9.1 RIGHT TO ACCEPT / REJECT THE TENDER**

HPCL reserves the right to accept / reject any or all the bids including the lowest bid without assigning any reason whatsoever. The decision of HPCL shall be final and no correspondence will be entertained in this regard. Communication would be sent to all vendors conveying reasons for cancellation of tender

In the case of public tenders, the Bid Evaluation Report shall be available, to all qualified bidders on demand at a price to be fixed by the HPCL, provided the bidders themselves have no objection to the details of their financial status being revealed. In any case, the technical evaluation part of the report can be made available to the qualified bidders on demand at a price to be fixed by HPCL. The disqualified bidder in the case of public tenders may demand and be given at a price to be fixed by HPCL, the reasons for disqualifying them.

**9.2 The contents of this NIT shall prevail, in case of any contradiction with the clauses mentioned elsewhere. List of Stipulations/Deviations if any to the tender, referring the relevant clause number should be uploaded as a separate attachment or mentioned online in the tender.**

Vendors not meeting our delivery period or our technical specifications or not in right format of quoting may lead to rejection. All tender terms and conditions including scope of job, other attachments wherever applicable will remain valid in purchase order also.

**9.3 REJECTION CRITERIA**

The mandatory conditions, for deviations to any of which the offer may stand rejected are:

- 9.3.1 Non-submission of offer made in 2 (two) parts as specified in the tender
- 9.3.2 Non-submission of EMD and EMD value as specified in the tender
- 9.3.3 Telex / Telegraphic / Fax / E-mail bids shall be rejected
- 9.3.4 Revealing prices directly or indirectly in the un-priced bid
- 9.3.5 The price bid should not contain any conditions. Any pre-conditions in the priced bid will make the bid liable for rejection
- 9.3.6 Non-submission of Integrity Pact on or before tender due date and time.
- 9.3.7 Non-submission of bidder declaration.
- 9.3.8 Not meeting the technical specifications.
- 9.3.9 Non-submission of complete documentation towards Prequalification Criteria.
- 9.3.10 Not meeting the Prequalification Criteria based on documentation submitted with the bid.
- 9.3.11 Non-acceptance of submission of composite Performance Bank Guarantee as specified in the tender, in the event of placement of Purchase Order.

HPCL decision in this matter is final.

**Stages of Tender Opening:**

**(i) Stage-I – Pre-qualification / Technical Bid Opening:**

Prequalification documents will be checked by HPCL officials during technical evaluation. HPCL's decision on compliance of pre-qualification criteria shall be final. Deviations if any, shall be indicated separately online. Such deviations may lead





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to loading of prices or rejection of offer, at the sole discretion of HPCL without any reference to the bidder.

**(ii) Stage -II – Reverse Auction / Priced Bid Opening:**

HPCL may or may not open the Priced Bid of qualified bidders received in online Form. HPCL reserves right to adopt 'reverse auction' process for selection of lowest bid. In case HPCL decides to open priced bid received in online Form, the date and time of opening of the **Priced Bid** will be intimated to the qualified bidders only through e-mail.

**Salient Terms & Conditions of this Tender:-**

**I. GENERAL PURCHASE CONDITIONS:**

For any contracts/Purchase agreements HPCL's General Terms & Conditions [enclosed shall solely apply]. Payment terms are as per HPCL's General Terms & Conditions if specifically not mentioned elsewhere in tender.

**II. PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY:**

During the execution of order if the vendor fails to deliver any or all the goods within the time period (s) specified in the contract., HPCL may deduct from the contract price, as liquidated damages @ 0.5% per week of delay subject to a max. of 5% of the PO value for delayed delivery. Please refer HPCL's General Terms & Conditions of supply.

**III. PERFORMANCE BANK GUARANTEE:**

BG for 3% of basic contract value towards Performance Bank Guarantee shall be applicable. Such PBG which shall be valid for the Guarantee period and further one (1) month claim period. Please see attached BG confirmation document.

**IV. ARBITRATION:**

Refer detailed Arbitration clause as per clause of General Terms & Conditions of supply which will solely be applicable. Please refer HPCL's General Terms & Conditions as attached in annexure.

In case of contracts/agreement to be executed between Public Sector Enterprises / Government Departments, the following clause will be applicable.

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary"). The Arbitration & Conciliation Act, 1996 shall not be applicable to the Arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, that any party aggrieved by such award may appeal for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and Conclusively. The said appeal should be filed within the period specified in the award of the arbitrator."

**V. RISK PURCHASE CLAUSE:**

Refer detailed Cancellation/Risk purchase clause as per General Terms & Conditions. Please refer HPCL's General Terms & Conditions of supply.