



HINDUSTAN PETROLEUM CORPORATION LIMITED

(A Government of India Enterprise)

**Central Procurement Organization – Mktg.
(9th Floor, Marathon Futurex Building, 'A Wing', Mafatlal Mills Compound,
Lower Parel, N.M. Joshi Marg, Mumbai – 400 013)**

**WORKING TIME: 9.00 AM TO 5.00 PM
(EXCEPT SATURDAY/SUNDAY/PUBLIC HOLIDAYS)**

**TENDER
for
BIOMASS PROCUREMENT
AT
BUDAUN**

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Section I: Notice Inviting Tender (NIT)

1. Notice Inviting Tender (NIT)

Head - Central Procurement Organisation, Hindustan Petroleum Corporation Limited (hereinafter referred to as 'the Authority' / 'the Head of Procurement' / 'the Procuring Entity' and 'the Procuring Organisation' respectively), invites bids for entering into a contract for providing Works / Services (hereinafter referred to as 'the Works' / 'the Services' as the case may be). This Tender Document reference number, Tender (hereinafter referred to as 'the Tender Document'), gives further details.

2. The Tender Document

2.1. Bidders must read the complete 'Tender Document'.

This NIT is an integral part of the Tender Document and serves a limited purpose of invitation, and does not purport to contain all relevant details for submission of bids. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the tender information. Any generic reference to NIT shall also imply a reference to TIS as well. However, Bidders must go through the complete Tender Document for details before submission of their Bids.

2.2. Availability of the Tender Document

The Tender Document shall be published on the eProcurement Portal / GeM Portal as the case may be. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. Unless otherwise stipulated in TIS, the downloaded Tender Document is free of cost. If the Procuring Entity happens to be closed on the deadline for submitting the bids as specified above, this deadline shall *not* be extended. Any query/clarification regarding downloading Tender Documents and uploading Bids on the e-Procurement portal / GeM portal may be addressed to the Help Desk (contact details given in TIS).

2.3. Clarifications

A Bidder requiring any clarification regarding the Tender Document may ask questions in writing/ electronically from Office/ Contact Person as mentioned in TIS, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 7 days of the deadline for the bid submission). This deadline shall not be extended in case of any intervening holidays.

3. Eligibility Criteria for Participation in this Tender

Subject to provisions in the Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria'. Bidder should meet the following eligibility criteria as of the date of his bid submission and should continue to meet these till the award of the contract. Bidder shall be required to declare fulfilment of Eligibility Criteria in Form 1.2 (Eligibility Declarations). The Bidder, unless otherwise stipulated in TIS/ AITB:

- a) Must meet the criteria as per Annexure – 1.
- b) Must fulfil any other additional eligibility condition, if any, as may be prescribed, in Tender Document.
- c) Must provide such evidence of their continued eligibility to the Procuring Entity if so requested.

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- d) The bidder, unless otherwise stipulated in TIS/AITB, of Class-II Local Suppliers and Non-Local Suppliers (as defined in Make-in-India policy) shall be eligible subject to certain conditions as detailed in the ITB-clause 4.1.
- e) The bidder, unless otherwise stipulated in TIS/AITB from specified countries having land borders with India (but not in development partnership with India) shall be eligible subject to certain conditions as detailed in the ITB-clause 3.3.
- f) If TIS/ AITB declares this to be a procurement process for the second stage of two-stage/ Pre-Qualification Bidding (PQB) after shortlisting qualified bidders in the EoI/ PQB stage, then only the bidders shortlisted/ qualified in the first stage shall be eligible to participate.

4. Purchase Preference Policies of the Government

As detailed in the Tender Document, the Procuring Entity reserves its right to grant preferences to eligible Bidders under various Government Policies/ directives (policies relating to Make in India; MSME; Start-ups etc.).

5. Pre-bid Conference:

If so indicated in TIS, Bidders are requested to attend a Pre-bid conference for clarification on the Tenders' technical specifications and commercial conditions, on the time, date, and place mentioned therein. Participation in such a Pre-bid Conference is not mandatory. If a bidder does not participate or submit any query, then no subsequent representations from them regarding the Technical/ commercial specifications/ conditions shall be entertained.

6. Submission of Bids:

- 1) Bids must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the bids as specified above, this deadline shall not be extended.
- 2) If specified in TIS, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.
- 3) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause above). Bidder must comply with the conditions of the eProcurement portal / GeM Portal, including registration, compatible Digital Signature Certificate (DSC) etc. In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- 4) Requirement for payment of EMD and Tender fees is Tender specific. In case EMD or Tender fee is defined in the tender, it will be mandatory on part of vendor to make payment for EMD or Tender fee or both through online (in case tender floated on HP Portal) or offline mode. In case the online mode is chosen for payment of EMD or tender fee, the payment has to be effected prior to submission of bid in the portal. In case of GeM, Bank Guarantee is to be submitted against EMD or Tender fee. Hard copy of EMD should reach at below address by

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due date and time if tender is floated in HP Portal and within five days of due date if tender is floated in GeM.

5) Integrity Pact: If so indicated, in the TIS/ AITB, all Bidders shall have to sign the Integrity Pact with the Procuring Entity as per 'Form 8: Integrity Pact'. Bids without a signed Integrity Pact shall be rejected.

7. Bid Opening

Bids received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the bids, the opening shall be done on the next working day at the same time.

8. Disclaimers and Rights of Procuring Entity

The issue of the Tender Document does not imply that the Procuring Entity is bound to select bid(s), and it reserves the right without assigning any reason to:

- a) reject any or all of the Bids, or
- b) cancel the tender process; or
- c) abandon the procurement of the Services; or
- d) issue another tender for identical or similar Services

Note: For further details, please refer to appended TIS and the complete Tender Document.

Digitally Signed by

Madhu Jasrai
GM – Category Management
Central Procurement Organization
Hindustan Petroleum Corporation Limited
A Wing, 9th Floor, Marathon Futurex Building
N M Joshi Marg, Lower Parel, Mumbai – 400013
India

madhukap@hpcl.in

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Appendix to NIT: Tender Information Summary

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Type	Two Bid - Domestic	Form of Contract	Lumpsum
Tender Category	Goods	No. of Covers	Two Covers
Bidding System	Two Bid	*Price Structure	Lumpsum
e-Reverse Auction to be held after Financial bid opening (See AITB also in case of Yes)	Yes		
The Procuring Organisation:	Hindustan Petroleum Co. Ltd.	The Procuring Entity:	Central Procurement Organisation
Authority on whose behalf Tender is invited	Head CPO	Through	Head - Category Management, CPO
Tender Inviting Authority (TIA)	Head - Category Management, CPO	Address	Central Procurement Organisation, 9th Floor, A Wing, Marathon Futurex Building, Lower Parel, Mumbai - 400 013, Maharashtra, India
Appointing Authority for Conciliation	Director - HR		
2.0 Requirement Details (ITB 5.0)			
Evaluation Basis	Overall	Part quotation allowed or not	NA
Inspection Type	Not applicable	Inspection Agency	Not applicable

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Contract Period:	Provided in tender document	¹ Form of Contract (ITB-clause 5.5)	Lumpsum
Schedule	Overall		
Indicative HSN Code:	-	Consignee/ State:	Provided in tender document
Terms of Delivery	Please refer Special Terms and Conditions	Completion date of Delivery:	Provided in tender document
3.0 Critical Dates (ITB-clause 7.0; 8.0; 9.0, 10.0 and 11.0)			
Published Date	Refer Tender Header	Bid Validity (Days from the date of Tender Opening) – ITB-clause 9.3	Refer Tender Header
Document Download Start Date & Time	Refer Tender Header	Document Download End Date & Time	Refer Tender Header
Clarification Start Date & Time	Refer Tender Header	Clarification End Date & Time	Refer Tender Header
Bid Submission Start Date & Time	Refer Tender Header	Bid Submission Closing Date & Time	Refer Tender Header
Tender Opening (techno-commercial bid) Date & Time	Refer Tender Header	Tender Opening (Financial bid) Date & Time	Refer Tender Header
4.0 Eligibility to Participate (NIT-clause 3 and ITB-clause 3.2)			
Is this item reserved for exclusive Procurement from MSEs	No		
Nature of Bidders eligible	Refer Bidder's eligibility Criteria		

¹ Based on BOQ Template: Item-wise or Mixed or Item-rate Templates

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Minimum local content for eligibility to participate ITB-clause4.1.4 (Make in India Policy)	Refer Bidder's eligibility Criteria
Classes of Local Suppliers eligible to participate ITB-clause4.1.4 (Make in India Policy)	Only Class-I and Class-II local Suppliers eligible (Domestic Tenders)
Mandatory Joint venture with Indian Company ITB-clause4.1.7(Make in India Policy)	Not applicable
5.0 Thresholds for Eligibility to Participate and Preference under Make in India Policy (ITB-clause 4.1.4)	
Classification of Local Suppliers based on Minimum local content (ITB-clause4.1.1)	Class-I Local Suppliers: 50% Class -II Local Supplier: more than 20% but less than 50% Non-Local Supplier less than 20%
The margin of purchase preference (ITB-clause 4.1.4)	20%
Is the requirement divisible for preference (ITB-clause 4.1.5)	indivisible Tender
Would the contract be split among more than one bidder (ITB-clause 4.1.5)	indivisible Tender
6.0 Obtaining the Tender Document and clarifications (ITB 7.0)	
eProcurement/ GeM Portal and helpdesk for Document availability and submission	eProcurement/GeM Portal 022-41146666 or +91 7710911191 eprochelpdesk@mail.hpcl.co.in for HPCL eProcurement GeM Help Desk for GeM Portal
Cost of Tender Document (INR)	EMD as mentioned in tender document
Office/ Contact Person/ email for clarifications	As mentioned in Contact Details
7.0 Pre-bid Conference (ITB-clause 8)	
Pre-bid Conference applicable or not	11:00 on 9th jan'26
Place, time, and date of the Pre-bid Conference	Web https://hpcl.in Browser: in.zoom.us/j/95755655549?pwd=okbcNbPp0gXRsKjkTf8HJ73aZ5ld4X.1

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	Meeting 957 5565 5549 ID: Passcode: 654130
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8.0 Preparation and Submission and Opening of Bids (ITB-clause 9.0 and 10.0)			
Bids to be Addressed to	Head – Central Procurement Organisation, Hindustan Petroleum Corporation Limited / Head - Category Management, Central Procurement Organisation, Hindustan Petroleum Corporation Limited		
Instructions for Online bid Submission	<i>As per GeM Portal</i> https://etenders.gov.in/eprocure/app?page=HelpForContractors&service=page for HPCL tenders		
Tender Opening Place	On e-procurement portal(s) mentioned above / GeM Portal		
Alternate Bids allowed or not ITB-clause 9.1.6	Only one bid meeting the conflict-of-interest criteria (as mentioned in this document) shall be considered as valid from a bidder.		
9.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded (ITB-clause 10.3)			
Physical documents required/ permitted to be submitted	Yes		
If Yes, List of Documents to be submitted physically	Form 7: Documents related to Bid Security, i.e. EMD		
Deadline for physical submission of originals/ self-attested copies of Originals of uploaded scanned documents	As per GeM GTC. Tender due date in case Tender floated on HPCL Portal		
Address of Physical Submission of Originals	Box no. 3, Hindustan Petroleum Co. Ltd., A Wing, 9th Floor, Marathon Futurex, Mafatlal Mill Compound, NM Joshi Marg, Lower Parel, Mumbai – 400013.		
10.0 Documents relating to Bid Security (ITB-clause 9.4) and Performance Security (ITB-clause 13.2.4)			
In lieu of Bid Security, EMD is to be submitted by all bidders as per Form 7			
Performance Security	CPBG - Applicable @ 5% of Order value	Form of Security and To whom to be addressed	Online or Bank Guarantee if Tender is floated on e-procurement

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	Security Deposit: 2% of Order value		Bank Guarantee if Tender is floated on GeM
Additional Clauses			
Clause	Description		
Integrity Pact to be Signed and Submitted along with bid ITB-clause 9.2.1	Yes	Independent External Monitor, Name and Contact Details	<p>1. Capt. Anoop Kumar Sharma (anoop21860@gmail.com)</p> <p>2. Shri Rajesh Ranjan (rajeshranjan2@gmail.com)</p> <p>3. Bhagwan Shankar (bhagwan.shankar1@gmail.com)</p> <p>C/o The Company Secretary, HPCL, 6thFloor, Petroleum House, 17, Jamshedji Tata Road, Churchgate, Mumbai 400020</p>
Price Variation (ITB-clause 6.2.2)	No	Advance Payments Provided	No
Quantity Splitting/ Parallel Orders ITB-clause 13.1.2	No	If yes, the Ratio of Distribution among L-1 and others	

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Section II: Instructions to Bidders (ITB)

1. The Tender Document

1.1. Basic Tender Details

The 'Tender Document' (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for delivery of the Services / Works mentioned in Section VI: "Schedule of Requirements" (hereinafter called 'the Services' / 'the Works'). Bidders must go through the Tender Document for further details. 'Tender Information Summary' (TIS) is appended to Section I: Notice Inviting Tender (NIT) for ready reference. The 'Services' / 'Works' may include incidental Goods and Works if so indicated. In this Tender Document, any generic reference to 'Services' / 'Works' shall be deemed to include such incidental Goods and Works.

The terms 'services' when used in a generic form in this tender document, shall also include 'works', 'consultancy' etc.

1.2. Interpretations, Definitions, Abbreviations and Document Conventions

Section IV: General Conditions of Contract (GCC) / General Terms and Conditions (GTC) shall also apply to the rest of the Tender Document.

1.3. Overview of Contents

Unless otherwise stipulated in TIS/ AITB, the Sections, Forms and Formats comprising this Tender Document are described in ITB-clauses 1.4, 1.5 and 1.6 below. A BOQ file separately available on the eProcurement Portal / GeM Portal (if so specified) is also part of this Tender Document. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOQ file or other files that comprise this Tender Document.

Bidder must submit the bid in the Forms/ Formats mentioned in ITB-clauses 1.5 and 1.6 below. The sections mentioned in ITB-clause 1.4 below need not be signed or returned by the bidders; however, Bidder must declare in his bid Form (Form 1) that he has read, understood, complied, and stands bound by all requirements of these sections:

1.4. Sections of the Tender Document (need not be signed or uploaded)

1.4.1 Sections of the Tender Document

Unless otherwise stipulated in TIS/ AITB, the Tender Document contains the following sections, which are described in subsequent sub-clauses:

- 1) Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS), Annexure 1 (Eligibility criteria)
- 2) Section II: Instructions to Bidders (ITB) along with Annexures 2 to 5
- 3) Section III: Appendix to Instructions to Bidders (AITB)
- 4) Section IV: General Conditions of Contract (GCC) /General Terms and Conditions (GTC)
- 5) Section V: Special Conditions of Contract (SCC)
- 6) Section VI: Schedule of Requirements
 - i. Section VI-1: Services and Activities Schedule
- 7) Section VII: Performance Standards and Quality Assurance
 - i. Section VII-1: Method Statement
 - ii. Section VII-2: Work Plan Section
 - iii. Section VII-3: Critical Material Schedule

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8) Section VIII: Qualification Criteria

- i) Section VIII-1: Key Personnel Schedule
- ii) Section VIII-2: Critical Equipment Schedule

1.4.2 Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)

Section I – Notice Inviting Tender (NIT) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Bidder to decide on participating in the Tender. Any generic reference to NIT shall also imply a reference to TIS as well. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from this Schedule.

1.4.3 Section II: Instructions to Bidders (ITB) and Section III: Appendix to Instructions to Bidders (AITB)

Section II: "Instructions to Bidders" - ITB along with Section III: "Appendix to Instructions to Bidders – AITB" provides the relevant information as well as instructions to assist the prospective Bidders in preparation and submission of Bids. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of Bids, and contract award. In case of a conflict, provisions of AITB shall prevail over those in the ITB. Any generic reference to ITB shall also imply a reference to AITB as well. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from this Schedule.

1.4.4 Section IV: General Conditions of Contract (GCC) / General Terms and Conditions (GTC) and Section V: Special Conditions of Contract (SCC)

Section IV – General Conditions of Contract (GCC) / General Terms and Conditions (GTC) and Section V – Special Conditions of Contract (SCC) describe the conditions that shall govern the resulting contract. In case of a conflict, provisions of SCC shall prevail over those in the GCC / GTC. Any generic reference to GCC / GTC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/GTC & SCC shall prevail over those in ITB/ AITB. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from terms and conditions of this and other Schedules.

1.4.5 Section VI: Schedule of Requirements and Section VI-1: Services Schedule

Section VI: Schedule of Requirements and Section VI-1: Service and Activities Schedule describe the background, purpose/ objectives, description/ scope, deliverables/ outcomes, quantum, timelines of Services / Works required etc. The requirements may consist of more than one schedule. Each schedule may contain more than one Service/ Works. Bidders must fill up 'Form 2: Schedule of Requirements - Compliance' and its sub-forms regarding these Schedules.

1.4.6 Section VII: Performance Standards and Quality Assurance

Section VII – Performance Standards and Quality Assurance stipulates the quantitative/ qualitative parameters/ limits/ thresholds for Performance standards/ Service Levels and functional/ technical specifications to which the service must be performed. It shall stipulate procedures for measurement, reporting and monitoring of performance parameters, including institutional or third-party arrangements for this purpose. It shall also stipulate the procedure for resolution and escalation in case of deficiency in performance/ quality/ service levels. In the case of long-term and complex services, it may stipulate a Service-Level Agreement (SLA) agreement which must be complied with during delivery of Services. Performance Standards

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shall also include statutory compliance required for Occupational Safety, Health and Working Conditions requirements during delivery of Services.

Procuring Entity may, if considered necessary, specify Section VII-1: Method Statement, Section VII-2: Work Plan and Section VII-3: Critical Material Schedule required for the performance of services to desired quality and standards. Otherwise, these may be left to be quoted by the Bidder.

1.4.7 Section VIII: Qualification Criteria; Section VIII-1: Key Personnel Schedule and Section VIII-2: Critical Equipment Schedule:

- 1) These Sections lay down the Qualifying Criteria for a bid/ Bidder to be considered a responsive bid/ bidder for further evaluation. Bids/ bidders not meeting these Qualification criteria shall be rejected as nonresponsive. It may indicate the extent of dispensation allowed for Start-ups under ITB-clause4.3.2-2) and Make in India -JVs under ITB 4.1.7-2. Unless otherwise stipulated in Section VII: Qualification Criteria, the Qualification Criteria shall include:
 - a) Criteria 1: Experience and Past Performance
 - i) Similar Experience
 - ii) Non-performing Contracts and Litigation
 - b) Criteria 2: Performance Capability
 - i) Key Personnel
 - ii) Critical Equipment
 - c) Criteria 3: Financial Capability
 - i) Financial Ratios
 - ii) Turnover
 - iii) Financial Liquidity
- 2) Bidders must fill up the following Forms regarding this Schedule. Forms quoted by the Bidder under Form 3 shall also be evaluated for determining compliance to qualification criteria.:
 - a) Form 4: Qualification Criteria - Compliance
 - b) Form 4.1: Performance Statement.
 - b) Form 4.2: Non-performance, Litigation Statement
 - c) Form 4.3: Financial Capability Statements

Following Forms quoted by the Bidder under Form 3 shall also be evaluated for determining compliance to qualification criteria.

- d) Form 3.3: Personnel Deployment Plan
- e) Form 3.4: Equipment Deployment Plan

1.5. Forms (Tobe filled, digitally signed, and uploaded by Bidders)

Please refer to ITB-clause 1.4 above to relate the following forms to the corresponding Sections.

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- 1) Form 1:bid Form – (To serve as a covering letter to both the Techno-commercial and Financial Bids)
 - a) Form 1.1: Bidder Information
 - b) Form 1.2: Eligibility Declarations
 - c) Form 1.3: Declaration by Agents/ Associates of Foreign Principals
- 2) Form2: Schedule of Requirements - Compliance
- 3) Form 3: Performance Standards and Quality Assurance - Compliance
 - a) Form 3.1: Method Statement
 - b) Form 3.2: Work-Plan
 - c) Form 3.3: Personnel Deployment Plan
 - d) Form 3.4: Equipment Deployment Plan
 - e) Form 3.5: Materials Deployment Plan
- 4) Form4: Qualification Criteria- Compliance
 - a) Form 4.1: Performance Statement
 - b) Form 4.2: Non-performance, Litigation Statement
 - c) Form 4.3 Financial Capability Statements
- 5) Form5: Terms and Conditions - Compliance
- 6) Form6: Checklist for the Bidders
- 7) Form7: Documents Relating to Bid Security / EMD
- 8) Form8: Integrity Pact

Bidder to submit duly filled forms attached along with this tender document and ignore reference of forms which are not attached at the end of this tender document.

1.6. Other Formats

- 1) Format 1: Contract Form(Required after Letter of Award)
 - a) Format 1.1: Description of Services / Works
 - i) Format 1.1.1: Personnel Deployment Plan
 - ii) Format 1.1.2: Equipment Deployment Plan
 - iii) Format 1.1.3: Materials Deployment Plan
 - b) Format 1.2: Price Schedule
 - c) Format 1.3: Bank Guarantee Format for Performance Security
 - d) Format 1.4: Certification by Prospective Arbitrators

Format 2: Authorization for Attending Pre-bid Conference. (To be filled up, if required, by Bidder)

Format 3: Declaration for Non Blacklisted / Non Banned/Non Holiday Listed Party

Format 4: Declaration on GST

Format 5: Declaration on Relative of Director

Format 6: Particulars of Bank/ E Mandate

Format 7: Undertaking for Correctness of Information

2. Procuring Entity - Rights and Disclaimers

2.1. The Procuring Entity

Bids are to be addressed to Head - Category Management, Central Procurement Organisation (headed by Head of the Central Procurement Organisation). The Tender Inviting Authority is the designated officer for uploading and clarifying this Tender Document. The contract may be subject to the terms and conditions of the Contract Document.

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designate, as required, counterpart Contract Manager (or Contract Management Team); interim/ ultimate Beneficiaries of Services and Paying authority who shall discharge designated function during contract execution.

2.2. Right to Intellectual Property and confidentiality:

The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.

However, Bidders may share these to prepare and submit its bid with its employees, subcontractor(s), or holding Company. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.

This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.

The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:

- a) now or hereafter is or enters the public domain through no fault of Bidder;
- b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or
- c) otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.

The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

2.3. Right to Reject any or all Bids

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods / Services / Works at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

2.4. Disclaimers

2.4.1 Regarding Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

2.4.2 Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such

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documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

2.4.3 Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

2.4.4 Regarding Tender Document:

The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

3. Bidders – Eligibility and Preferential Policies

3.1. Bidders

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the 'Eligibility Criteria' and 'Qualification Criteria' stipulated in the Tender Document. In the case of the Second Stage (of two Stage Bidding or PQB) or Special Limited Tenders, this invitation is open only to such bidders who have been previously shortlisted or specifically invited.

3.1.1 Sub-Contractors

Subject to the restrictions outlined in this Tender Document, any Bidder may propose to sub-contract a part of the contract for specialized items of services, provided that the names and details of the sub-contracts are clearly stated in the bid submitted by Bidder and provided further that such sub-contractor should not circumvent the eligibility condition laid down below. Procurement of material, hire of equipment or engagement of labour shall not be considered as sub-contracting. Despite any approval granted by the Procuring Entity for such arrangements, the Bidder/ Contractor shall be solely and directly responsible for executing sub-contracted portions of the contract. The total value of the sub-contracting portion of services must not exceed the per cent of the contract price as specified in the Tender Document/ Contract (if not so specified 25 (twenty-five) percent). Sub-contracting by the contractor without the approval of the Procuring Entity shall be a breach of contract.

3.2. Eligibility Criteria for Participation in this Tender

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Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the 'Eligibility' and 'Qualification criteria'. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the 'Eligibility Criteria' detailed in NIT-clause 3, which shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity). Bidder shall submit a declaration about the 'Eligibility Criteria' compliance in Form 1.2 – Eligibility Declarations.

3.3. Eligibility of bidders from specified countries

Orders issued by the Government of India restricting procurement from bidders from certain countries that share a land border with India shall apply to this procurement.

- 2) Any bidder from a country that shares a land border with India², excluding countries as listed on the website of the Ministry of External Affairs³, to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered⁴ with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard in Form 1 - bid Form.
- 3) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate in Form 1:Bid Form.
- 4) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries' vendors, such vendors shall not require registration.
- 5) "Bidder from such Restricted Countries" means: -
 - d) An entity incorporated, established, or registered in such a country; or
 - e) A subsidiary of an entity incorporated, established, or registered in such a country; or
 - f) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
 - g) An entity whose beneficial owner is situated in such a country; or
 - h) An Indian (or other) agent of such an entity; or
 - i) A natural person who is a citizen of such a country; or
 - j) A consortium/ joint venture where any member falls under any of the above
- 6) The beneficial owner shall mean:
 - (a) In a company or Limited Liability Partnership, the beneficial owner is the natural person(s). Whether acting alone or together or through one or more juridical persons, controlling ownership interest or exercises control through other means.

²<https://mea.gov.in/india-and-neighbours.htm>

³<http://meashboard.gov.in/indicators/92>

⁴<https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>

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Explanation-

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

3.4. Conflict of Interest

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. Bidder shall be required to declare the absence of such conflict of interest in Form 1.2 - Eligibility Declarations. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- 1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- 2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- 3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- 4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- 5) participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a

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party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or

- 6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or
- 7) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

3.5. Regulation of Indian Agents/Associates of Foreign Principals

Wherever the foreign principal desires to involve in this tender process, an Indian Agent/ associate, their dealings shall be regulated. Foreign Principals and their Agents/ Associates must provide required declarations in Form 1.4 – Declarations by Agents/ Associates of Foreign Principals:

- 1) The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal authorizing them specifically to make an offer in India in response to tender either directly or through the agents/ representatives.
- 2) Such Agents/ Associates shall provide self-attested documentary evidence about their identity, business details to establish that they are a bonafide business and conform to regulations.
- 3) The Bidder/ Foreign Principal must commit to submitting after the Financial bid opening, due to price-sensitive information, the Agreement between them, including the amount of commission/ remuneration included in the price (s).
- 4) Confirmation on behalf of the foreign principals that the commission/ remuneration, if any, reserved for Indian Agents/ Associates in the quoted price(s), shall be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Goods and Spares.
- 5) Failure to furnish correct and detailed information shall render Foreign Principal's bid liable to be rejected as nonresponsive in addition to other punitive actions against the Foreign Principal and their Indian Agents/ Associates for violation of Code of Integrity as per the Tender Document.

4. Purchase Preference Policies of the Government

Unless otherwise stipulated in TIS/ AITB, the Procuring Entity reserves its right to grant preferences to the following categories of eligible Bidders under various Government Policies/ Directives:

- 1) Class I Local Suppliers under Public Procurement (Preference to Make in India) Order 2017" (MII) of Department for Promotion of Industry and Internal Trade, (DPIIT - Public Procurement Section) as revised from time to time.

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- 2) Bidders from Micro and/ or Small Enterprises (MSEs) under Public Procurement Policy for the Micro and Small Enterprises (MSEs) Order, 2012 as amended from time to time.
- 3) Start-ups Bidders under Ministry of Finance, Department of Expenditure, Public Procurement Division OM No F.20\212014-PPD dated 25.07.2016 and subsequent clarifications; and/ or
- 4) Any other category of Bidders, as per any Government Policies, announced from time to time, if so provided in the TIS/ ITB/ AITB

4.1. Make in India Order

Orders issued by the Government of India regarding eligibility to participate and for purchase preference to "Local Suppliers" to encourage 'Make in India' and promote manufacturing and production of goods and services in India shall apply to this procurement, as detailed below.

Annexure – 2: MII PPLC guidelines for calculation of local content.

4.1.1 Categories of Local Suppliers

Bidders/Contractors are divided into three categories based on Local Content. Local content in the context of this policy is the total value of the service procured (excluding net domestic indirect taxes) minus the value of imported content in the service/ incidental Goods (including all customs duties) as a proportion of the total value, in percent):

- 1) 'Class-I local Supplier' with local content equal to or more than that prescribed in TIS or 50% if not prescribed.
- 2) 'Class-II local Supplier' with local content equal or more than that prescribed in TIS or 20% if not prescribed, but less than that applicable for Class-I local Supplier.
- 3) 'Non - Local Supplier' with local content less than that applicable for Class-II local Supplier, in sub-clause above.

4.1.2 Eligibility Restrictions based on Reciprocity.

If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term entity of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

4.1.3 Eligibility to participate

- 1) **Minimum local content for eligibility to participate:** Only bidders meeting the minimum prescribed local content for the product shall be eligible to participate subject to the following conditions.
- 2) **Classes of Local Suppliers eligible to Participate:** Based on the Make in India Policy, classes of local/ non-local Suppliers eligible to participate in the tender shall be declared in TIS/ AITB/ Schedule of Requirements. If not so declared, only Class-I and Class-II local Suppliers shall be eligible to participate and not non-local Suppliers.

4.1.4 Thresholds

- 1) Following thresholds shall be declared in the Tender Document.
 - a) **Minimum local content for Contractor classification:** local content percentage prescribed to qualify as Class-I or Class-II local Suppliers for various products
 - b) **Minimum local content for eligibility to participate:** Minimum local content percentage prescribed for eligibility for a bid to be considered.

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- c) **The margin of purchase preference:** The bid price quoted by Class-I Local Supplier should be within this percentage from the L-1 price quoted by Non-local or Class-II bidders for being eligible for purchase preference.
- 2) If not so declared, the default threshold shall be as follows:
- a) Local content for eligibility for Class-I; Class-II local Suppliers and Non-local Suppliers shall be 50% and above; 20% and above but less than 50%; and less than 20%, respectively.
 - b) Minimum local content for eligibility to participate shall be 50%,
 - c) The margin of purchase preference shall be 20%

4.1.5 Purchase preference to Class-I local Suppliers

- 1) Where the Services / Works are divisible by nature:
 - a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract for full quantity shall be awarded to L-1.
 - b) If the L-1 bid is not a 'Class-I local Supplier', 50% of the order quantity shall be awarded to L-1. After that, the lowest bidder among the 'Class-I local' whose quoted price falls within the margin of purchase preference shall be invited to match the L-1 price for the remaining 50% quantity, and a contract for that quantity shall be awarded him, subject to matching the L-1 price. In case such lowest eligible 'Class-I local Supplier' fails to match the L-1 price or accepts less than the offered quantity, the next higher 'Class-I local Supplier' within the margin of purchase preference shall be invited to match the L-1 price for the remaining quantity and so on, and the contract shall be awarded accordingly. If some quantity is still left uncovered on Class-I local Suppliers, such balance quantity shall also be ordered on the L-1 bidder.
- 2) Where the Services / Works are not divisible, and in the procurement of Services where the bid is evaluated on price alone:
 - a) Among all qualified bids, the lowest bid shall be termed as L-1. If L-1 is 'Class-I local Supplier', the contract shall be awarded to L-1.
 - b) If L-1 is not 'Class-I local Supplier', the lowest bidder among the 'Class-I local Supplier' shall be invited to match the L-1 price subject to Class-I local Supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local Supplier' subject to matching the L-1 price.
 - c) If such lowest eligible 'Class-I local Supplier' fails to match the L-1 price, the 'Class-I local Supplier' with the next higher and so on, bid within the margin of purchase preference shall be invited to match the L-1 price, and the contract shall be awarded accordingly. If none of the 'Class-I local Supplier' within the margin of purchase preference matches the L-1 price, the contract shall be awarded to the L-1 bidder.
- 3) Where parallel contracts are to be awarded to multiple bidders: In Bids where parallel contracts are to be awarded to multiple bidders subject to matching of L-1 rates or otherwise, the 'Class-I local Supplier' shall get purchase preference over 'Class-II local Supplier' as well as 'Non-local Supplier', as per following procedure:

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- a) If there is sufficient local capacity and competition for the service to be procured, as notified by the nodal Ministry, only Class I local Suppliers shall be eligible to bid. As such, the multiple Contractors, who would be awarded the contract, should be all and only 'Class I, Local Suppliers'.
- b) In Bids, other than those mentioned above, 'Class II local Suppliers' or both 'Class II local Suppliers' and 'Nonlocal Suppliers' may also participate in the tender process along with 'Class I Local Suppliers'. If 'Class I Local Suppliers' qualify for the contract award for at least 50% of the tendered quantity in tender, the contract shall be awarded to all the qualified bidders as per award criteria stipulated in the Tender Documents. However, in case 'Class I Local Suppliers' do not qualify for the contract award for at least 50% of the tendered quantity as per award criteria, purchase preference should be given to the 'Class I local Supplier' over 'Class II local Suppliers' / 'Non-local Suppliers' provided that their quoted rate falls within the margin of purchase preference of the highest bid considered for award of contract. To ensure that the 'Class I Local Suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity, first purchase preference has to be given to the lowest among such eligible 'Class-I local Suppliers', subject to its meeting the prescribed criteria for the award of contract as also the constraint of the maximum quantity that can be sourced from any single Contractor. If the lowest among such 'Class-I local Suppliers' does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity shall be given to next higher among such 'Class-I local Supplier', and so on.

4.1.6 Verification of local content and violations:

- 1) The 'Class-I local Supplier' / 'Class-II local Supplier' at the time of tender, bidding, or solicitation shall be required to indicate the percentage of local content and provide self-certification that the service offered meets the local content requirement for 'Class-I local Supplier' / 'Class-II local Supplier', as the case may be.
- 2) In cases of procurement for a tender value above Rs. 10 crores, the 'Class-I local Supplier' / 'Class-II local Supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or a practicing cost accountant or practicing chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.
- 3) Complaints about Local content declarations may be made through the channels of Procuring Entity. Procuring Entities and Nodal Ministries may prescribe fees for such complaints.
- 4) Bids with false declarations regarding Local contents shall be rejected as nonresponsive, in addition to punitive actions under the MII orders and for violating the Code of Integrity as per the Tender Document.

4.1.7 Manufacture under license/ technology collaboration agreements with phased indigenization

- 1) If so declared in TIS and/ or AITB, foreign companies shall enter into a joint venture with an Indian company to participate.
- 2) The Procuring Entity reserves its right, but without being under any obligation to do so, to grant exemption from meeting the stipulated local content to Bidders manufacturing indigenously a product developed abroad under a license from a foreign manufacturer

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(who holds intellectual property rights) under a technology collaboration agreement/ transfer of technology agreement with a precise phasing of increase in local content. Bidder must obtain such an exemption letter and submit it along with his bid to avail such an exemption.

4.1.8 Information to be provided by Bidders regarding Make in India policy

Bidder shall provide required self-declaration as detailed in Form 1.2 – Eligibility Declarations:

- 1) Self-declaration of their local content (and required certificate, in case of procurements above Rs 10 Crores) and their status as Class-I/ Class-II/ Non-local Supplier and their eligibility to participate as per this clause.
- 2) If the Tender Document indicates countries identified as not allowing Indian companies to participate in their Government procurement, then a declaration that they are not an 'Entity' of such countries (as per criteria of the FDI Policy of DPIIT as amended from time to time) and are therefore eligible to participate in this tender.
- 3) If a Bidder is claiming exemption (as obtained from relevant authorities) from meeting the stipulated local content on account of manufacturing the product in India under a license from a foreign manufacturer with the precise phasing of increase in local content, he must provide proof thereof.

4.2. Support/ Preferential Treatment to Micro & Small Enterprises (MSEs)

Policies of the Government to support Micro and Small Industries (MSEs, registered as per the following sub-clause) in comparison to non-MSE enterprises shall apply for services contracts. No preference would be applicable for Works Contracts.

4.2.1 Registration of MSEs

- 1) MSEs interested in availing such benefits must enclose in Form 1.2 with their offer the Udyam Registration Certificate with the Udyam Registration Number as proof of their being MSE registered on the Udyam Registration Portal. The certificate shall be of latest but before the deadline for the bid submission.
- 2) MSEs shall be treated as owned by SC/ ST or women entrepreneurs:
 - a) The proprietor(s) shall be SC/ ST or women in proprietary MSEs
 - b) At least 51% shares shall be held by the SC/ ST or women partners in a partnership MSEs.
 - c) At least a 51% share shall be held by SC/ ST or women promoters in Private Limited Companies MSEs.

4.2.2 Support to MSEs

- a) Tender sets shall be provided free of cost to MSEs.
- b) MSEs shall be exempted from payment of Earnest Money.(as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)

4.2.3 Reservation of specific items for procurement

If so stipulated in Tender Information Summary (TIS Appendix to NIT), this procurement is reserved as per the Public Procurement Policy for the Micro, and Small Enterprises Order, 2012, for exclusive purchase from Micro and Small Enterprises (MSEs) registered with agencies, as mentioned in clause 4.2.3 below. In such a case, only such MSEs shall be eligible to submit a bid and be considered.

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4.2.4 Purchase Preference to MSEs (Not applicable for Works Contracts)

The Procuring Entity reserves its option to give purchase preference to MSEs compared to the non-MSE enterprises as per policies of the Government from time to time. This preference shall only apply to products produced and services rendered by Micro and Small Enterprises. If an MSE bidder quotes a price within the band of the lowest (L-1) +15 percent in a situation where the L-1 price is quoted by someone other than an MSE, the MSE bidders are eligible for being awarded up to 25 percent of the total quantity being procured if they agree to match the L-1 price. In case of more than one such eligible MSE, this 25 percent quantity shall be distributed proportionately among these bidders.

4.3. Support to Start-up Enterprises

4.3.1 Definition of Start-up Enterprises

- 1) As defined by DPIIT, an entity shall be considered as a 'Start-up':
 - a) Up to a period of ten years from the date of incorporation/ registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India, and
 - b) Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded one hundred crore rupees, and
 - c) The entity works towards innovation, development or improvement of products or processes or services or a scalable business model with a high potential for employment generation or wealth creation.
- 2) Provided that an entity formed by splitting up or reconstructing an existing business shall not be considered a 'Start-up'.
- 3) A Start-up so identified under the above definition shall be required to obtain and submit along with his bid a certificate of an eligible Start-up from the inter-Ministerial Board of Certification to obtain support.

4.3.2 Support to Start-ups

The Government of India has ordered the following support to Start-ups (as defined by the Department of Promotion of Industrial and Internal Trade - DPIIT).

- 1) **Exemption from submission of Bid Security:** Such Start-ups shall be exempted from payment of Earnest Money.(as per ITB-clause 9.4 below, they shall be required only to submit Bid Security Declaration)
- 2) **Relaxation in Prior Turnover and Experience:** The Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises subject to meeting of quality & technical specifications. The decision of the Procuring Entity in this regard shall be final.

5. The Schedule of Requirements and Form of Contract

5.1. Eligible Services -Origin and Minimum Local Content

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Unless otherwise stipulated in the Tender Document, all 'Works' /'Services' and incidental' Goods and Works' / 'Consultancy' to be delivered under the contract must conform to i) restrictions on certain countries with land-borders with India; ii) minimum local content (Make in India Policy). If Bidder avails benefits under any preferential policy as Class-I Local Supplier or as MSE or Start-up enterprise, the Services delivered must not circumvent the provisions relating to such benefits.

5.2. Quotation for All Schedules and all Services

Unless otherwise stipulated in the Tender Document, Bidder must quote for all the schedules (and all the Services in a Schedule) in the Schedule of Requirement; otherwise, his bid would be rejected as nonresponsive.

5.3. Facilities to be Provided by the Procuring Entity

- 1) Unless otherwise stipulated in the Tender Document, no Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Services etc.) shall be provided by the Procuring Entity to Contractor at Site.
- 2) Unless otherwise stipulated in the Tender Document, The Procuring Entity may supply without any obligation to do so, to the contractor part or whole of the quantity of the water and electricity required for the delivery of Services from the Procuring Entity's existing water/ electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis (unless specified otherwise), provided that the contractor shall arrange, at his own expense, to effect the connections and lay additional pipe/ power lines and accessories on the site. Nevertheless, it shall be the responsibility of the contractor to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the Procuring Entity, and that the contractor shall not be entitled to any compensation- nor shall this be a reason for the delay in delivery of Services.
- 3) If so stipulated in the Tender Document, The Procuring Entity may hire to the contractor non-key Equipment owned and sparable by Procuring Entity for use during execution of the Services on terms and conditions and on a chargeable basis as may be stipulated in the contract or a separate agreement for Hire of such equipment.

5.4. Contract Period

Unless otherwise stipulated, the contract Period for which the Service shall be contracted shall be one year, unless terminated earlier as per the contract. For Works and Consultancy, contract period may be as specified in AITB. In addition, at the option of the Procuring Entity, the contract period may be extended (unless otherwise stipulated). Notice of renewal shall be provided by physical/ digital means to the Service Provider no later than thirty (30) days before the contract end.

5.5. Form of Contract

5.5.1 Form of BOQ/ Contract

Unless otherwise stipulated, one of the following forms of BOQ/ Contract shall be applicable. The evaluation of bids and payments in the resulting Contract shall be as per such BOQ:

- 1) Time-Based (Input admeasurement- a sum of the price of Inputs per month).
- 2) Unit-Rate (Output admeasurement - based on price per unit of quantity of Service)
- 3) Lumpsum Price

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- 4) Percentage- Based (of the value of Transactions)

5.5.2 Time-Based(Inputs Admeasurement) form of BOQ/ Contract

Unless otherwise stipulated in TIS/ AITB form of BOQ/ Contract shall be 'Time-Based (Inputs Admeasurement)':

Section VI: Schedule of Requirement shall indicate the quantum, frequency and duration of the Services/ Activities and also key inputs estimated to be required per month (Personnel, Equipment, Materials and Miscellaneous) for performing the Services/ Activities to the stipulated performance standards and quality. It shall also indicate the contract Period(one year, unless otherwise stipulated) of service required.

The Bidders shall quote the quantum of inputs per month he considers necessary to perform the Services/ Activities to the required performance standards and quality, in the Techno-commercial bid in respective Deployment Plan – Form 3.3: Personnel Deployment Plan, Form 3.4: Equipment Deployment Plan, and Form 3.5: Material Deployment Plan etc.

The Bidders shall quote the monthly rates of Inputs - Personnel, Equipment, Materials and Miscellaneous in the BOQ/ financial bid as per deployment plans in his techno-commercial bid. BOQ would calculate the total monthly cost of all inputs and total bid-amount over the Contract Period.

Evaluation of Bids shall be on the total price for Services for the Contract period.

Instead of quotation of rate separately of each input element, the Tender Document may pre-indicated such rates (based on Schedule of Rates (SOR) or otherwise) in BOQ. Bidders shall indicate only one %age figure above or below (negative %age not allowed in personnel schedule) such indicated rates, and evaluation shall be based on the %age quoted.

5.5.3 Unit-Rate (Output admeasurement) form of BOQ/ Contract

1) Unit-Rate form of BOQ/ Contract – Definite-delivery

If it is stipulated in TIS/ AITB that this is a Unit-Rate (Output admeasurement – definite volume) form of BOQ/ Contract, then:

- a) Section VI: Schedule of Requirement shall indicate the volume of required service / work outputs in specified units (Length, area, volume, hours/ days/ months etc.) as well as the contract Period over which such volume shall be availed. Actual off-take of the volume of Services may be subject to a specified tolerance (+/- 5 % if not specified).
- b) The Bidders shall quote the per unit (e.g., length, area, volume, hourly/ daily/ monthly) price of outputs for the specified volume of service.
- c) The evaluation shall be done based on the total price of such specified volume of Services / Works.
- d) Unless otherwise stipulated in the Tender Document, prices of Input Deployments (Personnel, equipment, materials, etc.) shall also be called for but shall be used only to price the variations and monitor performance standards, but not for evaluation of bids or payment of Services.

Unit-Rate form of BOQ/ Contract-Indefinite-Delivery (Rate Contract/ on-call)

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If it is stipulated in TIS/ AITB that this is a Unit-Rate (Output admeasurement – indefinite Delivery) form of BOQ/ Contract, then:

- e) Section VI: Schedule of Requirement shall indicate only a tentative estimate of the volume of required service / work outputs in specified units (Length, area, volume, hours/ days/ months etc.) as well as the contract Period (one year, unless otherwise stipulated) over which such volume is likely to be availed. The Services shall be availed on-call as and when needed by the procuring entity without any commitment regarding the volume of services / works.
- f) The Bidders shall quote the per unit (e.g., length, area, volume, hourly/ daily/ monthly) price of outputs for the specified volume of service.
- g) The evaluation shall be done based on the total price of such indicative volume of Services / Works or a 'Financial Limit' value.
- h) Execution of orders shall be against specific call up orders against the contracts.
- i) If expressly stipulated in the Tender Document, prices of Input Deployments (Personnel, equipment, materials, etc.) shall also be called for but shall be used only to price the variations and monitor performance standards, but not for evaluation of bids or payment of Services.

5.5.4 Lumpsum form of BOQ/ Contract

If it is stipulated in TIS/ AITB that this is a Lumpsum form of BOQ/ Contract, then:

- 1) Section VI: Schedule of Requirement shall indicate the scope of Services required.
- 2) The Bidders shall quote the Lumpsum price of complete Services.
- 3) The evaluation shall be done based on the Lumpsum price of such Services.
- 4) If expressly stipulated in the Tender Document, prices of Input Deployments (Personnel, equipment, materials, etc.) shall also be called for but shall be used only to price the variations and monitor performance standards, but not for evaluation of bids or payment of Services.

5.5.5 Percentage-Based (of Value of Transactions) form of BOQ/ Contract

If it is stipulated in TIS/ AITB that this is a Percentage of Value of Transactions form of BOQ/ Contract, then:

- 1) Section VI: Schedule of Requirement shall indicate the estimated value of required transactions as well as the contract Period (one year, unless otherwise stipulated) over which such volume shall be availed. However, there shall be no firm commitment to avail the entire value of transactions within the contract period.
- 2) The Bidders shall quote a percentage as service charge on the value of transactions.
- 3) The evaluation shall be done for the percentage quoted multiplied by the specified value of transactions.
- 4) Alternately, if specified in AITB, Bidders shall indicate only one %age figure above or below (negative %age not allowed in personnel schedule) such indicated rates, and evaluation shall be based on the %age quoted.
- 5) If expressly stipulated in the Tender Document, prices of Input Deployments (Personnel, equipment, materials, etc.) may also be called for but shall be used only to price the variations and monitor performance standards, but not for evaluation of bids or payment of Services.

6. Bid Prices, Taxes and Duties

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6.1. Prices

6.1.1 Competitive and Independent Prices

- a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
- b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

6.1.2 Undue profiteering

Controlled Price, if any: The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Services, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry.

Undue profiteering: If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

6.1.3 Price Components

- 1) Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.
- 2) All costs related to Personnel shall be based on the prevailing minimum wages and shall show applicable liabilities of EPF and ESI and other statutory allowances. Quotation of 'Nil' Service charge/ margin over such minimum wages cost of personnel shall be rejected as nonresponsive.

6.1.4 Price Schedule

- 1) Bidders are to upload only the downloaded BOQ after entering the relevant fields without any alteration/ deletion/ modification of other portions. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Bidder, he should clarify the same.
- 1) Bidders shall fill in their rates other than zero value in the specified cells without keeping it blank.
- 2) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services/ Works to be delivered and the incidental goods/ works to be supplied, location of the bidder, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, Private Security Agencies, Mining & Forest of the bidder's country and in India.

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6.1.5 Provisions of GST

- 1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.
- 1) While quoting the basic rate, the bidder should offset the input credit available as per the GST Act.
- 2) Please refer to ITB-Clause 6.3 for further details.

6.1.6 Currencies of Bid and Payment

Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.

Where the Tender Document permits quotations in different currencies, then, for Services performed in India, prices shall be quoted in Indian rupees only, and for Services performed from foreign locations, prices shall be quoted either in Indian rupees or in the currency stipulated in the AITB. For evaluation, all quoted prices shall be converted into Indian Rupees as per procedure mentioned in ITB-clause 12.4.2 below.

- a) Regarding price(s) for incidental works/ goods, if any required with the Services, the same shall be quoted in Indian Rupees if such works/ goods are to be performed in or sourced from India.
- b) Commission for Indian Agent, if any and if payable, shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

6.1.7 Non-compliance

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

6.2. Firm/ Variable Price

6.2.1 Firm Price

Unless otherwise stipulated in the AITB, prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

6.2.2 Price Variation Clause:

In case the Tender Documents require/ permit offers on a variable price basis, the price quoted by the Bidders shall be subject to adjustment during the original delivery period to take care of the changes in the input cost of labour, material, and fuel/ power components under the price variation formula as stipulated in the Tender Document.

If a Bidder submits a firm price quotation against the requirement of variable price quotation, that bid shall be prima-facie acceptable and considered further, taking price variation asked for by Bidder as nil.

6.3. Goods and Services Tax (GST)

6.3.1 GST Registration Status:

All the Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.

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GST Registration Number (15-digit GSTIN). If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the delivery of Services involved, as per the Schedule of Requirements and Price Schedule's scope be quoted. If the services provided are from multiple states, the bidder should mention GST registration numbers for each state separately.

Composition scheme: If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.

Exemption from Registration: If a bidder is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Bidder claiming exemption in this respect shall submit a valid certificate from practicing Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Bidder fulfils all conditions prescribed in notification exempting him from registration. Such bidder/ dealer shall not charge any GST and/ or GST Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by the Procuring Entity directly to concerned authorities. Bidder should note that his offer would be loaded with the payable GST under the RCM. Further, Bidder should notify and submit to the Procuring Entity within 15 days from the date of becoming liable to registration under GST.

The Procuring Entity's state-wise GSTINs are indicated in Section VI – Schedule of Requirements.

6.3.2 HSN Code and GST Rate:

HSN (Harmonized System of Nomenclature) code for the goods provided in this Tender Document is only indicative. It shall be the responsibility of Bidder to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them

As per the GST Act, the bid and contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the bid/ contract price (exclusive of GST). If the price is stated to be inclusive of GST, the current rate included in the price must be declared by the bidder.

If a Bidder asks for GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Bidders should quote 'GST' if payable extra on the total basic rate of each service and quoted GST in '%' inclusive of cess.

If GST, other taxes, duties are not specified, or column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by the Procuring Entity.

Applicability to Imported Goods/ Services: Following the implementation of GST, the import of commodities shall not be subject to such erstwhile applicable duties like safeguard duty, education cess, basic customs duty, anti-dumping duty, etc. All these supplementary custom duties are subsumed under GST. The supply of commodities or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

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6.4. Payments

6.4.1 General

Unless otherwise stipulated, Payment terms laid down in clause in GTC shall be applicable.

6.4.2 No Advance Payments

Unless otherwise stipulated, no advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity. If so, provided the conditions for such advances shall be as per conditions stipulated therefor.

7. Downloading the Tender Document; Corrigenda and Clarifications

7.1. Downloading the Tender Document

The Tender Document shall be published and be available for download as mentioned in TIS. Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

7.2. Corrigenda/ Addenda to Tender Document

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login (or as per GeM policies for GeM tenders). However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission as per ITB-clause 10.4.1 below.

7.3. Clarification on the Tender Document

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/ e-procurement Help Desk as mentioned in TIS, provided the clarifications are raised before the clarification end date mentioned in TIS (or if not mentioned, within 7 days before the deadline for the bid submission). The Procuring Entity shall respond within 5 working days of receipt of such a request for clarification. The query and clarification shall be shared on the portal with all the prospective bidders. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum issue under the sub-clause above.

8. Pre-bid Conference

If a Pre-bid conference is stipulated in the TIS, prospective bidders interested in participating in this tender may attend a Pre-bid conference to clarify the techno- commercial conditions of the

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Tenders at the venue, date and time specified therein. Participation in the Pre-bid conference is restricted to prospective bidders who have downloaded the Tender Document.

Participation is not mandatory. However, if a bidder chooses not to (or fails to)participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno-commercial conditions.

The date and time by which the written queries for the Pre-bid must reach the authority and the last date for registration for participation in the Pre-bid conference are also mentioned in the TIS. If the dates are not mentioned, such date and time shall be 7 days before the date and time of the pre-bid conference.

Delegates participating in the Pre-bid conference must provide a photo identity and an authorization letter as per Format 2: "Authorization for attending a Pre-bid Conference" from their Company/ principals; else, they shall not be allowed to participate. The pre-bid conference may also be held online at the discretion of the Procuring Entity.

After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the Procuring Entity's portal within seven days from the Pre-bid conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document. As per ITB-clause 7.2 above, to give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, the Procuring Entity may suitably extend, as necessary, the deadline for the bid submission.

9. Preparation of Bids

9.1. The bid

9.1.1 Language of the bid

Unless otherwise stipulated in the AITB, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

9.1.2 Acquaintance with Local Conditions and Factors

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarize himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, infrastructure, logistics, communications, the legal, environmental, and any other conditions or factors, which would have any effect on the performance of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

9.1.3 Cost of Bidding

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The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender process.

9.1.4 Interpretation of Provisions of the Tender Document

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or between-the-lines interpretation is unacceptable.

9.1.5 Quote Quantities/ Prices in both Numerals and Words

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

9.1.6 Alternate Bids not Allowed.

Unless otherwise stipulated in the TIS/ AITB, conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Portal shall permit only one bid to be uploaded.

9.2. Documents comprising the bid:

9.2.1 Techno-commercial bid/ Cover

"Technical Bid" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so stipulated in TIS/ AITB, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. *No price details should be given or hinted at in the Technical bid:*

Form 7: Documents relating to Bid Security / EMD : EMD documents [Bid Securing Declaration (BDS) if permitted in the tender document] in lieu of bid security in the format provided therein shall be uploaded as per ITB clause 9.4.

Form 1: Bid Form (to serve as covering letter and declarations applicable for both the Technical bid and Financial bid);

- a) Form 1.1: Bidder Information;
- a) Form 1.2: Eligibility Declarations;
- b) If applicable. Form 1.3: Declaration by Agents/ Associates of Foreign Principals(ITB-clause 3.5 above)

Form 4: Qualification Criteria - Compliance: Documentary evidence and following related forms needed to establish the Bidder's qualifications as stipulated in Section VIII: Qualification Criteria. Besides the stipulated documents, other supporting documents, literature, pamphlets may also be attached.

- a) Form 4.1: Performance Statement
- b) Form 4.2 Non-performance, Litigation Statement

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c) Form 4.3 Financial Capability Statements (and its sub-forms)

Form 2: Schedule of Requirements - Compliance. Bidders should fill this form to detail the Schedules of Services / Works offered by them, maintaining the same numbering and structure. They may add additional details not covered elsewhere in their bid. They should highlight here any deviations/ exceptions/ reservations regarding Section VI: 'Schedule of Requirements', in a chart form, without any ambiguity or conditionality along with justification and supporting documents. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognized and shall be null and void.

Form 3: Performance Standards and Quality Assurance - Compliance.

Bidder shall upload the required and relevant documents like technical data, literature, drawings, and other documents to establish that the Services offered in the bid fully conform to the Services specified by the Procuring Entity in the Tender Document. Bidder is also required to provide clause by clause compliance/ deviation Statement in a chart form (without ambiguity or conditionality along with justification) relating to all Performance Standards, Quality Assurance, Methods Statement, and Work Plan parameters. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognized and shall be null and void.

- a) Form 3.1: Method Statement
- b) Form 3.2: Work-Plan
- c) Form 3.3: Personnel Deployment Plan (shall also be evaluated for compliance to qualification criteria).
- d) Form 3.4: Equipment Deployment Plan (shall also be evaluated for compliance to qualification criteria)
- e) Form 3.5: Materials Deployment Plan

Form 5: Terms and Conditions - Compliance. Bidder must comply with the entire commercial and other clauses of this Tender Document. Any deviations should be listed in a chart form without ambiguity or conditionality, along with justification and supporting documents. All such Statements and Documents shall be uploaded as Form 5. Even in case of no deviation, please fill in confirmations and nil deviation statements. If mentioned elsewhere in the bid, such deviations shall not be recognized and shall be null and void.

Form 6- Checklist for the Bidders: Bidder must also upload the Checklist given in the Tender Document as Form 6 to confirm that he has complied with all the instructions in the Tender Document, and nothing is inadvertently left out. This checklist is only for general guidance and is not comprehensive, and does not absolve Bidder from complying with all the requirements stipulated elsewhere in the Tender Document.

If stipulated in TIS/ AITB, duly signed Form 8: Integrity Pact

Any other format/ Form if stipulated in AITB or if considered relevant by the bidder

9.2.2 Financial bid/ Cover

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"Financial bid" shall comprise the Price Schedule considering all financially relevant details, including Taxes and Duties as per ITB-clause 6.3. No additional technical details, which have not been brought out in the Technical bid shall be brought out in the Financial bid.

9.3. Bid Validity

- 1) Unless specified to the contrary in the TIS/ AITB, Bids shall remain valid for a period not less than 120 days (or as allowed by GeM portal) from the deadline for the bid submission stipulated in TIS. A bid valid for a shorter period shall be rejected as nonresponsive.
- 2) In case the day up to which the bids are to remain valid falls on/ subsequently declared a holiday or closed day for the Procuring Entity, the bid validity shall automatically be deemed to be extended up to the next working day.

In exceptional circumstances, before the expiry of the original time limit, the Procuring Entity may request the bidders to extend the validity period for a specified additional period. The request and the bidders' responses shall be made in writing or electronically. A bidder may agree to or reject the request. A bidder who has agreed to the Procuring Entity's request for extension of bid validity, in no case, he shall be permitted to modify his bid.

9.4. Bid Security - Related Documents

- 1) Bid Security in the form of EMD as Form 7: Documents Relating to EMD as Bid Security, shall be submitted along with its Technical bid. The EMD is required to protect the Procuring Entity against the risk of the Bidder's unwarranted conduct as amplified under the sub-clause below.
- 2) The EMD provides for automatic suspension of the Bidder from being eligible for bidding in any tender in Ministry/ Department of Procuring Organisation for 2 years from the date of such enforcement. This declaration shall stand enforced if Bidder breaches the following obligation(s) under the tender conditions:
 - (a) withdraws or amends his bid or impairs or derogates from the bid in any respect within the period of validity of its bid; or
 - (b) after having been notified within the period of bid validity of the acceptance of his bid by the Procuring Entity:
 - i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the conditions of the Tender Document.
 - ii) fails or refuses to sign the contract.
- 3) Unsuccessful Bidders' EMD shall expire, if the contract is not awarded to them, upon:
 - (a) receipt by Bidder of the Procuring Entity's notification
 - of cancellation of the entire tender process or rejection of all bids or
 - of the name of the successful bidder or
 - (b) forty-five days after the expiration of the bid validity or any extension thereof
- 4) The EMD of the successful bidder shall stand expired only when Bidder has furnished the required Performance Security and signed the Agreement.

Please refer Annexure – 3: EMD Clause for further details

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9.5. Non-compliance with these provisions

Bids are liable to be rejected as nonresponsive if a Bidder:

fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.

furnishes wrong and/ or misguiding data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

10. Signing and Uploading of Bids

10.1. Relationship between Bidder and eProcurement Portal / GeM Portal

The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the Organisation hosting the e-procurement portal for GeM bids (hereinafter called the Portal under this clause). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

10.2. Signing of bid

The individual signing/ digitally signing the bid or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit bids on behalf of the bidder in Form 1.1: Bidder Information.

10.3. Submission/ uploading of Bids.

10.3.1 Submission/ Uploading to the Portal

No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause below). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information– otherwise, the bid shall be rejected as nonresponsive.

Bids shall be received only *Online* on or before the deadline for the bid submission as notified in TIS.

Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.

Bidder need not sign or up-load the Schedules in ITB-clause 1.4 above while uploading his bid unless otherwise instructed in the Tender Document. It is assumed that Bidder commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.

Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.

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If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as nonresponsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).

Regarding the protected Price Schedule (Cover-2), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions.

The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.

The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.

All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorized persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.

The Procuring Entity may extend the deadline for the bid submission by issuing an amendment as per ITB-clause 7.2 above, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

10.3.2 Implied acceptance of procedures by Bidders

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

10.3.3 Late Bids

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in eProcurement, a situation of Late Tender does not arise.

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10.4. Modification, Resubmission and Withdrawal of Bids

10.4.1 Modification & Resubmission

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid.

10.4.2 Withdrawal

The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn.

No bid should be withdrawn after the deadline for the bid submission and before the expiry of the bid validity period. If a Bidder withdraws the bid during this period, the Procuring Entity shall be within its right to enforce EMD forfeiture / Bid Securing Declaration (in lieu of forfeiture of the Bid Security), in addition to other punitive actions provided in the Tender Document for such misdemeanor.

11. Bid Opening

The date & time of the opening bid is as stipulated in TIS. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of tender opening falls on is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

12. Evaluation of Bids and Award of Contract

12.1. General norms

12.1.1 Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

12.1.2 Infirmity/ Irregularity/ Non-Conformity/ Deviations - Substantive or Minor

- 1) An infirmity/ irregularity or non-conformity/ exception/ deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:
 - a) which affects in any substantive way the scope, quality, or performance standards of the Services;
 - b) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or
 - c) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.

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- 2) The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.
- 3) Variations and deviations and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.
- 4) The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Entity shall convey its observation as per sub-clause below, on such 'minor' issues to Bidder by registered/ speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

12.1.3 Clarification of Bids and shortfall documents

During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date (or, if not specified, 2 days from the date of receipt of such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.

The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidders only once after the technical bid opening.

12.1.4 Contacting Procuring Entity during the evaluation

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

12.2. Evaluation of Bids

12.2.1 Preliminary Examination of Bids - Determining Responsiveness

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or infirmity. Only substantively responsive bids shall be considered for further evaluation. Unless otherwise

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stipulated in the AITB, the following are some of the crucial aspects for which a bid shall be rejected as nonresponsive:

- a) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
- b) Required EMD /Bid Security Declaration (Form 7) has not been provided.
- c) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- d) The Services offered are not eligible as per the provision of this tender.
- e) Bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the TIS/ AITB.
- f) The bid validity is shorter than the required period.
- g) The bid departs from the essential requirements stipulated in the bidding document;
- h) Bidder has not quoted all Schedules or against a schedule in Section VI: Schedule of Requirement or has not quoted the entire Services as stipulated in that schedule.
- i) Bidder has quoted 'Nil' Service charges/ margin over the minimum wages in Personnel Deployment Schedule.
- j) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations

12.2.2 The evaluation process in Single/ multiple Cover(s) and PQB Tenders

- 1) Unless otherwise stated, this Tender Process is for multiple(two or more) covers Bids. Initially, only the techno-commercial bids shall be opened on the stipulated date of opening of bids. After that, the techno-commercial evaluation shall be done whether these bids meet the eligibility & qualification criteria and techno-commercial aspects. Subsequent opening of financial bids and financial evaluation shall be done only of bids declared successful in techno-commercial evaluation.
- 2) If it is stipulated that this is the second stage of the two-stage tender Process or pre-qualified bidding (PQB) after shortlisting qualified bidders in the EoI/ PQB stage, evaluation of responses from the shortlisted qualified bidders shall follow the same procedure as described above for multiple covers Tender Process.
- 3) If the TIS/ AITB stipulate this to be a single cover Tender process, the single cover bids shall be opened on the stipulated date of opening of bids. After that, evaluation of eligibility/ qualification of bidders, the techno-commercial, and the financial aspects shall be done simultaneously. There shall be no interim/ separate declaration of results of the techno-commercial evaluation.

12.3. Techno-commercial Evaluation

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Services to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions as per ITB-clause 12.1.2.

12.3.1 Evaluation of eligibility

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Procuring Entity shall determine, to its satisfaction, whether the Bidders are eligible as per ITB-clause 3.2 and NIT-clause 3 above to participate in the Tender Process as per submission in Form 1.2: Eligibility Declarations. Tenders that do not meet the required eligibility criteria prescribed shall be rejected as nonresponsive.

12.3.2 Evaluation of Qualification Criteria

Procuring Entity shall determine, to its satisfaction, whether the Bidders are qualified and capable in all respects to perform the contract satisfactorily (subject to dispensation if any, for Start-ups, as per ITB-clause 4.3.2) as per submission in Form 4 and its sub-forms (4.1 to 4.3). This determination shall, inter-alia, consider the Bidder's Experience/ Past Performance, Performance and Financial Capabilities; for satisfying all requirements incorporated in the Tender Document. The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, affiliates, subcontractors (other than specialized subcontractors and bidding entities as permitted in the bidding document), or any other firm(s) different from the Bidder.

12.3.3 Evaluation of Conformity to Performance Standards and Quality Assurance

The Procuring Entity shall examine the Performance Standards and Quality Assurance; Methods Statement, Input Deployment Plans and Work Plan, as per Form 3, 3.1, 3.2, 3.3, 3.4 and 3.5.

12.3.4 Evaluation of Conformity to Commercial and Other Clauses

Bidder must comply with all the Commercial and other clauses of the Tender Document as per submissions in Form 5. The Procuring Entity shall also evaluate the commercial conditions quoted by Bidder to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/ exception/ deviation by the Bidder. Deviations from or objections or reservations to critical provisions such as those concerning Governing laws and Jurisdiction, Contractor's Obligations and Restrictions of its Rights, Performance Bond/ Security, Force Majeure, Taxes & Duties, Defects Liability Period and Code of Integrity will be deemed to be a material deviation.

12.3.5 Declaration of Techno-commercially Suitable Bidders and Opening of Financial Bids

Bids that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable, and financial evaluation shall be done only of such Bids. The list of such techno-commercially suitable bidders and a date/time and venue for the opening of their financial bids shall be declared on the Portal in accordance with ITB-clause 12.2.2 as per the type of Tender Processes.

12.4. Evaluation of Financial Bids and Ranking of Bids

12.4.1 Ranking of Financial Bids

Unless otherwise stipulated, evaluation of the financial bids shall be on the price criteria only. Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder.

Unless otherwise stipulated, the comparison of the responsive Bids shall be on total outgo from the Procuring Entity's pocket, to be paid to the contractor or any third party, including all elements of costs as per the terms of the proposed contract, duly delivered, commissioned, etc. as the case may be, including any taxes, duties, levies etc.

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Unless otherwise stipulated, if the Schedule of Requirements contains more than one schedule, the financial ranking of bids shall be done based schedulewise. The bid for a schedule shall not be considered if the complete requirements prescribed in that schedule are not included in the bid.

If any bidder offers conditional discounts/ rebates in his bid or suo-motu discounts and rebates after the tender opening (techno-commercial or financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a bidder does become L-1 without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the contracts.

Unless announced beforehand, the quoted price shall not be loaded based on deviations in the commercial conditions. If it is so declared, such loading of a financial bid shall be done as per the relevant provisions.

As per policies of the Government, from time to time, the Procuring Entity reserves its option to give purchase preferences to eligible categories of Bidders as indicated in the Tender Document.

Evaluation of Bids shall include and consider the following taxes/ duties, as per ITB-clause 6.3 above:

- a) in the case of Services performed in India or incidental goods of foreign origin already located in India, GST & other similar duties, which shall be contractually payable, on the Services and incidental Goods, if a contract is awarded on the bidder;
- b) The offers shall be evaluated based on the GST rate quoted by each bidder, and the same shall be used for determining the inter-se ranking. The Procuring Entity shall not be responsible for any misclassification of HSN Number or incorrect GST rate if quoted by the bidder. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and
- c) If GST is quoted extra, but with the provision that it shall be charged as applicable at the time of delivery, the offer shall be evaluated for comparison purposes by loading the maximum existing rate of GST for the product/ HSN code.

Price Variation: If the tenders have been invited on a variable price basis, the tenders shall be evaluated, compared, and ranked based on the position as prevailing on the last deadline for techno-commercial bid submission and not on any future date.

Ambiguous Financial bid: If the financial bid is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.

12.4.2 Global Tender Enquiry (GTE, International Competitive Bidding)

If stipulated in the TIS/ AITB that this is a Global Tender Enquiry (International Competitive Bidding), the following additional aspects of the evaluation of the financial offer shall also apply:

Currency of Tender

In GTE tenders, if permitted in AITB, the bid price may be in foreign currencies, except for expenditure incurred in India (including incidental Works/ Goods delivered in India and agency commission, if any) which should be stated in Indian Rupees.

Evaluation of Offers

- a) For financial evaluation, all Bids shall be converted to Indian Rupees based on the "Bill for Collection (BC) selling" exchange rate on the last deadline for the bid

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submission (Techno-commercial offer) from a source as specified (State Bank of India, if not so specified) in the tender document. The offers would be compared based on the principle of the total outgo from Procuring Entity's pockets, including all applicable taxes and duties (Customs duty, GST, and GST Cess). For bids with Letter of Credit (LC) payment, the likely LC charges (as ascertained from the Procuring Entity's bankers) should also be loaded. Import of Goods or services or both attracts integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

- b) The terms FOB, FAS, CIF, DDP etc. shall be governed by the rules & regulations prescribed in the current edition of INCOTERMS, published by the International Chamber of Commerce, Paris

12.4.3 Evaluation Process in Tender cum e-Reverse Auction

If it is specified in TIS/ AITB that this is a Tender cum e-Reverse Auction Tender Process then, the e-Reverse Auction process shall be mandatorily conducted on the same portal provided the number of valid bidders is not less than the stipulated number. Unless otherwise stipulated procedure shall be followed:

**Annexure -4: Process of Reverse Auction attached.
For GeM tenders, GEM Reverse Auction Process will prevail**

Purchase Preference

Short-listed bidders, eligible for any purchase preference policy as per the Tender Document, shall get an opportunity to match the L-1 prices concluded after the reverse auction if their final prices in Reverse Auction fall within the permitted percentage.

12.4.4 Cartel Formation/ Pool Rates

- 1) Unless the Procuring Entity decides this to be a case of Cartel/ Pool Rates, if more than one bidder quote the same total evaluated price, then the Procuring Entity reserves its right to distribute unequal quantities among the bidders - excluding one or more bidders based on considerations like performance/ financial capabilities, any extra features/ benefits offered etc.
- 2) If Procuring Entity decides this to be a case of Cartel/ Pool Rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended from time to time, It reserves its rights to:
 - a) order any quantity on any one or more bidders without assigning any reason thereof.
And/ or
 - b) consider it as a violation of the Code of Integrity and reject the bid(s) as nonresponsive in addition to other punitive actions provided in this regard in the Tender Document. In addition to such remedies, the Procuring Entity also reserves the right to refer the matter to the Competition Commission of India (CCI) for obtaining necessary relief. In addition, the attention of the bidders is drawn to Chapter VI of the "The Competition Act 2002", which deals with Penalties. Such actions shall be in addition to other rights and remedies available to the Procuring Entity under the contract and Law.

12.4.5 Reasonableness of Rates Received

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Procuring Entity shall evaluate whether the rates received in the Bids in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to take action as per the following sub-clauses, or as per ITB-clause 2.3, reject any or all Bids; abandon/ cancel the Tender process and issue another tender for identical or similar Services.

12.4.6 Consideration of Abnormally Low Bids

An Abnormally Low bid is one in which the bid price, in combination with other elements of the bid, appears so low that it raises substantive concerns as to the Bidder's capability to perform the contract at the offered price. Procuring Entity shall in such cases seek written clarifications from the Bidder, including detailed price analyses of its bid price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document.

12.4.7 Price Negotiation

Usually, there shall be no price negotiations. However, the Procuring Entity reserves its right to negotiate with the lowest acceptable bidder (L-1), who is techno-commercially suitable for delivery of Services and on whom the contract would have been placed but for the decision to negotiate. This right shall also apply to post e-Reverse Auction process.

13. Award of Contract

13.1. The Procuring Entity's Rights

13.1.1 Right to Vary Quantities at the Time of Award:

At the time of contract award, the Procuring Entity reserves the right to increase or decrease without any change in the unit prices or other terms and conditions of the bid and the Tender Document, the quantum of Services / Works originally stipulated in Section VI: Schedule of Requirements, provided this increase/ decrease does not exceed 25 (twenty-five) percent of tendered quantity (or any other percentage indicated in the Tender Document),.

13.1.2 Parallel Contracts or Splitting of Award

The Procuring Entity reserves its right to split the quantities and conclude Parallel contracts with more than one bidder (for the same tender) in the following circumstances:

- 1) Unless otherwise stipulated in TIS/ AITB, there shall be no parallel orders or splitting quantities among more than one Bidders.
- 2) After due processing, if it is discovered that the quantity to be ordered is far more than what L-1 alone is capable of supplying and there was no prior stipulation in the Tender Document for parallel contracts, then it reserves its rights to distribute the quantity being finally ordered, among the other bidders by counter offering the L-1 rate to willing L-2 or higher bidders, in a transparent manner to avail full assessed capacities of lower-priced bidders first, before inviting higher-priced bidders. The decision of Procuring Entity shall be final.
- 3) However, if the Tender Document stipulates such parallel contracts due to the critical/ strategic/ specific nature of the Services, the manner of deciding relative share of the lowest bidder (L-1) and the rest shall be clearly defined, along with the minimum number of Bidders sought (subject to availability of suitable bids meeting the requirements) for the contract. In such cases, the bidders should not quote for less than 25% of the tendered quantity; otherwise, their offer shall be rejected as nonresponsive. Unless otherwise stipulated in the AITB, in case of splitting in two and three, the ratio of 70:30; 50:30:20, respectively shall be used. These ratios are approximate, and the Procuring Entity reserves its right to marginally

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vary quantities to suit capacity/ past performance of the bidder/ unit loads of packing or transportation/ relative ranking of the bids/ delivery period offered/ existing load of Bidder and other similar factors affecting smooth delivery of Services as per requirements.

13.2. Additional Conditions for Rate Contracts

If stipulated expressly in the TIS/ AITB that this is a Tender Process to enter into "Rate Contract(s)" for providing the Services / Works Contracts, then the following additional conditions shall be applicable:

- 1) The conditions governing the resultant Rate Contract would be as per GTC.
- 2) Unless otherwise specified, the currency of a Rate Contract would be for one year.
- 3) The quantities mentioned in the tender in Section- I (N.I.T.) and Section-VI (Schedule of Requirements) are indicative without any commitment on a rate-contract basis, as detailed in GTC.
- 4) Call up orders would be generated for execution of works / services.

13.3. Letter of Award (Acceptance - LoA) and Signing of Contract

13.3.1 Selection of Successful Bidder(s)

The Procuring Entity shall award the contract to the Bidder(s) whose bid(s) is Techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

13.3.2 Verification of Original Documents

Before issuing a Letter of Award (LoA) to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as non responsive in addition to other punitive actions provided in the Tender Document.

13.3.3 Letter of Award (LoA)

The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the bid validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the contractor in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

It shall be mandatory for the successful bidder to be registered on GeM and obtain a unique GeM Seller ID. Before the placement of LoA or the contract. This ID shall be incorporated in the contract.

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13.3.4 Performance Security

Within 14 days (or any other period stipulated in AITB) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security as per details in GCC/ GTC shall be submitted by the contractor to the Procuring Entity.

If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce forfeiture of EMD / Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

If the bidder, whose bid is the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process.

13.3.5 Signing of Contract

Within seven working days of receiving performance security, the Procuring Entity shall send the contract form (as per Format 1: Contract Form along with sub-formats) duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Bidder.

If so asked by the Procuring Entity, the successful Bidder shall return the original copy of the contract, duly signed and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post or by a suitable digital means.

Otherwise, the contract shall be taken to be legally effective from the date of its signing. The contractor may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

13.3.6 Expiry of bid Declaring Declarations

Upon the furnishing by the successful Bidder of the Performance Security, the Procuring Entity shall promptly notify the other Bidders that their Bids have been unsuccessful. The Bid Securing Declarations of unsuccessful bidders shall expire on receipt of this notification by them, in terms of ITB-clause 9.4 above. The bid-Securing Declaration of the successful bidder shall expire when Bidder has furnished the required Performance Security and signed the Agreement.

13.3.7 Publication of Tender Result

The name and address of the successful Bidder(s) receiving the contract(s) shall be published in the Portal and notice board/ bulletin/website of the Procuring Entity.

14. Grievance Redressal/ Complaint Procedure

Bidder has the right to submit a complaint or seek de-briefing regarding the rejection of his bid, in writing or electronically, within 7 days of declaration of techno-commercial or financial evaluation results. The complaint shall be addressed to the Head of Procurement.

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Within 2 working days of receipt of the complaint, the Tender Inviting Officer shall acknowledge the receipt in writing to the complainant indicating that it has been received, and the response shall be sent in due course after a detailed examination.

The Tender Inviting Officer shall convey the final decision to the complainant within 15 days of receiving the complaint. No response shall be given regarding the confidential process of evaluating bids and awarding the contract before the award is notified, although the complaint shall be kept in view during such a process. However, no response shall be given regarding the following topics explicitly excluded from such complaint process:

- a) Only a bidder who has participated in the concerned Tender Process, i.e., pre-qualification, bidder registration or bidding, as the case may be, can make such representation.
- b) Only a directly affected bidder can represent in this regard.
 - i) In case a pre-qualification bid has been evaluated before the bidding of Technical/ financial bids, an application for review concerning the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid;
 - ii) In case a technical bid has been evaluated before the opening of the financial bid, an application for review concerning the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.
- c) Following decisions of the Procuring Entity shall not be subject to review:
 - i) Determination of the need for procurement.
 - ii) Complaints against performance standards except under the premise that they are either vague or too specific to limit competition
 - iii) Selection of the mode of procurement or bidding system;
 - iv) Choice of the selection procedure.
 - v) Provisions limiting the participation of bidders in the Tender Process, in terms of policies of the Government
 - vi) Provisions regarding purchase preferences to specific categories of bidders in terms of policies of the Government
 - vii) The decision to enter into negotiations with the L-1 bidder; and
 - viii) Cancellation of the Tender Process except where it is intended to subsequently re-tender the same Services.

Annexure -5 : Process of Grievance Redressal Mechanism attached.

15. Code of Integrity in Public Procurement, Misdemeanors and Penalties:

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts. GTC-clause (including the penalties prescribed therein) shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity) and shall apply mutadis mutandis during the pre-award tender process.

**SUPPLY OF BALED PADDY STRAW FOR
COMPRESSED BIOGAS PLANT AT BUDAUN, UTTAR PRADESH**

Section III: Appendix to Instructions to Bidders (AITB)

(Ref ITB-clause 1.4)

Note for Bidders: Following clauses (in column 1), wherever these appear in ITB shall be taken to be negated or additional provision be added to, or existing provisions be altered as per column 2. Whenever there is any conflict between the provision in the ITB and that in the AITB, the provision contained in the AITB shall prevail.

ITB clauses	To be read as
ITB 3, 4	Bidders - Eligibility and Preferential Policies
ITB 3.2	No Change
ITB 4.1	No Change
ITB 4.3.2	No Change
ITB 5	The Schedule of Requirements and Form of Contract
ITB 5.2	No Change
ITB 5.3	Refer Technical Document & GTC
ITB 5.4	Refer Technical Document & GTC
ITB 5.5	Refer Technical Document & GTC
ITB 6.	Bid Prices, Taxes and Duties
ITB 6.1.6	No change
ITB 6.2.2	Not applicable
ITB 6.4.2	Not applicable
ITB 7 to 11	Downloading, Preparation, Submission and Opening of Bids
ITB 9.1.1	No Change
ITB 9.1.6	No Change
ITB 12 and 13	Evaluation of Bids and Award of Contract
ITB 12.1	Refer Technical Document & SCC
ITB 12.2.2	This tender will follow 2 bid & single stage tender process
ITB 12.4.1	Overall L1 basis
ITB 12.4.1	Evaluation shall be as per tender header. Bidders are required to quote as per tender header.
ITB 12.4.2	This is a Domestic tender enquiry.
ITB 12.4.3	Refer tender header for applicability of reverse auction & reverse auction manual for process.
ITB 13.1.1	Contract shall be awarded as per quantities/ distribution criteria mentioned in the tender.
ITB 13.1.2	Distribution not applicable
ITB 13.2.4	Performance Guarantee shall be accepted in form of Bank Guarantee or Insurance Surety Bond for Performance Security from Insurance Regulatory and Development Authority of India (IRDAI) regulated Insurance Company (in lieu of deduction of retention money of 5% from each bill). Such composite PBG shall be valid up to a period of 3 months beyond the expiry of defect liability period.

**SUPPLY OF BALED PADDY STRAW FOR
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ANNEXURES

Annexure -1: Bidding Entity

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

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

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

Bids may be submitted by:

**SUPPLY OF BALED PADDY STRAW FOR
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- 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) Subsidiaries / Affiliates of Indian / foreign companies

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

- a) The bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfil each qualification criteria (PQC).
- b) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfil each qualification criteria (PQC) or any one constituent member/ promoter of such a JV shall fulfil each qualification criteria (PQC). If the bid is received with the proposal that one constituent member/ promoter fulfils each qualification criteria (PQC), then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by the Corporation. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.
- c) Subsidiaries / Affiliates of Indian or foreign companies which are registered in India and having manufacturing facilities or establishment towards providing services in India are allowed to participate in this tender, subject to meeting the local content provisions as per the MII clause enclosed with the tender. Such entities can participate either on the basis of their credentials (Technical or Financial) or on the basis of the credentials (Technical or Financial) of their parent/ affiliate company, as per the PQC requirements applicable for this tender. If credentials of parent/ affiliate are sought to be relied upon, then the Indian subsidiary must meet the other PQC, either Technical or Financial. Moreover the parent/affiliate will also provide suitable Guarantees to ensure completion of the work in all respects.

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

Annexure -2: MII / PPLC Guidelines

**SUPPLY OF BALED PADDY STRAW FOR
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File No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432)

Government of India
Ministry of Petroleum and Natural Gas
(Flagship Programme Cell)

* * *

Shastri Bhawan, New Delhi

Dated 26th April, 2022

To,

1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, MRPL/NRL/CPCL// BCPL/ OVL
4. DG, DGII
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Secretary, PNGRB
12. CEO & MD, ISPRL

Sub: Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017-reg.

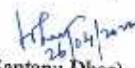
Sir/Madam,

I am directed to refer to this Ministry's letter of even number dated 23.02.2022 regarding Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas (MoP&NG) and to say that Public Procurement (Preference to Make in India) Order, 2017 issued by DPMT and as amended time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under MoP&NG; attached and subordinate offices of MoPNG w.e.f. 01.04.2022.

2. Moreover, as per para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on the procuring entities under this Ministry;

- a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
 - b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.
 - c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.
3. This issues with the approval of Hon'ble Minister, Petroleum and Natural Gas.

Yours faithfully


(Santanu Dhar)
Under Secretary to the Govt. of India
Tel.: 011-23388652

Copy to:

- a. PS to Minister, PNG
- b. PPS/ PS to Secretary/ AS&FA/ Sr. Economic Advisor, MoPNG
- c. PPS/ PS to AS (E)/ JS(R)/ JS (M& GP)/ OSD (IC)/ JS (G)/ JS (IFD)/ DDG (ED), MoPNG
- d. PPS/PS to Dir.(BR)/Dir.(E-II)/Dir.(E-I)/DS(GP)/DS(Mkt.)/DS(LPG)/DS(Admn.)/DS(RTI)/ DS (Gen) MoPNG

Copy for information to:

Secretary, DPMT

MII POLICY

No P-450211212017-PP (BE-II)

**SUPPLY OF BALED PADDY STRAW FOR
COMPRESSED BIOGAS PLANT AT BUDAUN, UTTAR PRADESH**

**Government of India
Ministry of Commerce and Industry
Department for Promotion of Industry and Internal Trade
(Public Procurement Section)**

**Udyog Bhawan, New Delhi
Dated 16" September 2020**

All Central Ministries/Departments/CPSUs/All concerned

ORDER

Subject: Public Procurement (Preference to Make In India), Order 2017- Revision, regarding.

Department for Promotion of Industry and Internal Trade, In partial modification (Paras 2, 3, 5, 10 & 13) of Order No P_.5021/2/2017-B.E.-11 dated 15.8 2017 as amended by Order No P_.502112/2017-B E. 11 dated 28 05 2018, Order No. P-4502112/2017-B E.-11 dated 29.05.2019 and Order No.P.,502112/2017-B E.-11dated 04.06.2020, hereby issues the revised 'Public Procurement (Preference to Make In India), Order 2017" dated 18 09.2020 effective with Immediate effect.

Whereas, it is the policy of the Government of India to encourage Make in India and promote manufacturing end production of goods and services in India with a view to enhancing income and employment and

Whereas, procurement by the Government is substantial in amount and can contribute towards this policy objective, and

Whereas, local content can be Increased through partnership, cooperation with local companies establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

Now therefore the following Order Is issued

1. This order is issued in pursuant to Rule 153 of the General Financial Rule 2017.
2. **Definitions:** For the purposes of this Order.

Local content means the amount of value added in India which shall, unless otherwise prescribed by Nodal Ministry be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content item (including all custom duties) as a proportion of total value in percent.

Class I local supplier means a supplier or a service provider whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-II local supplier under this Order.

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'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement meets the minimum local content as prescribed for Class-II local supplier" but less than that prescribed for 'class -1 local supplier" under this Order

'Non - Local supplier ' means a supplier or service provider whose goods, services or works offered for procurement has local content less than that prescribed for Class-II local supplier" under this Order

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement has local content solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference means the maximum extent to which the price quoted by a "Class-I local supplier may be above the L1 for the purpose of purchase preference

'Nodal Ministry ' means the Ministry or Department Identified pursuant to this order in respect of a particular item of goods or services or works

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by the Government of India and includes Government companies as defined in the Companies Act

'Works' means all works as per Rule 130 of GFR 2017 and will also include turnkey works'

1. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement

- a) In procurement of all goods, services or works in respect of which nodal ministry/Department has communicated that there is sufficient local capacity and local competition, only Class I supplier, as defined under the Order, shall be eligible to bid irrespective of purchase value.
- b) Only 'Class-I local supplier' and 'Class-II local supplier' as defined Order shall be eligible to bid in procurements undertaken by procuring entities, except when the global tender enquiries has been issued. In global tender enquiries 'Non-local suppliers shall also be eligible to bid along with 'Class-I local suppliers and 'Class-II local suppliers'. In procurement of a goods services or works not covered by sub- para 3(a) above and with estimated value of purchases less than Rs 200 Crore in accordance with Rule 161(1v) of GFR 2017 Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

**SUPPLY OF BALED PADDY STRAW FOR
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- c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) includes contracts and services include System Integrators contract

• 3A. Purchase Preference

- a) Subject to the provision of this order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurements undertaken by procuring entities in the manner specified here under.
- b) In the procurements of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier' as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for 'full quantity' will be awarded to L1
 - ii. If L1 bid is not a 'Class-I' local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class.-1 local supplier' (subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- c) In the procurements of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services, where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class- I local supplier' as well as 'Non-local supplier', as per following procedure'.
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract will be awarded to L1.

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- ii. If L1 is not 'Class-1 local supplier', the lowest bidder among the 'Class-I local supplier, will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders - In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b) In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c) If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers' / 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

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d) First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.

e) To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-paras above.

4. Exemption of small purchases: Notwithstanding anything contained in paragraph 3, procurements where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

5. Minimum local content: The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier' / 'Class-II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier' / 'Class-II local supplier' respectively.

6. Margin of Purchase Preference: The margin of purchase preference shall be 20%.

7. Requirement for specification in advance: The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.

8. Government E-marketplace: In respect of procurement through the Government E- marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

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9. Verification of local content:

- a. The 'Class-I local supplier' / 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier' / 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier' / 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- d. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- e. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- f. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- g. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9h below.
- h. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 1. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry

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/Department or in some other manner;

- ii. on a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
- iii. in respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurements are not disrupted.

10. Specifications in Tenders and other procurement solicitations:

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavor to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier' / 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.

d. Reciprocity Clause

- i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
- ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.

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- iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - 1v. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPlLT as amended from time to time.
-
- e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
 - f. "All administrative Ministries/Departments whose procurement exceeds *Rs. 1000 Crore* per annum shall notify/ update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

10A. Action for non-compliance of the Provisions of the Order: In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing & supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.

12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.

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13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. Powers to grant exemption and to reduce minimum local content: The administrative Department undertaking the procurement (including procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. Directions to Government companies: In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.

16. Standing Committee: A standing committee is hereby constituted with the following membership.

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Secretary, Department for Promotion of Industry and Internal Trade-Chairman Secretary, Commerce-Member

Secretary, Ministry of Electronics and Information Technology-Member
Joint Secretary (Public Procurement), Department of Expenditure-
Member Joint Secretary (DPIIT)-Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. Functions of the Standing Committee: The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee

- a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
- b. shall annually assess and periodically monitor compliance with this Order
- c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
- d. may require furnishing of details or returns regarding compliance with this Order and related matters
- e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
- f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization
- g. may consider any other issue relating to this Order which may arise.

18. Removal of difficulties: Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.

19. Ministries having existing policies: Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1st January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.

20. Transitional provision: This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.

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(Rajesh Gupta)

Tel: 23063211

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Annexure – 3: Earnest Money Deposit (EMD):

- a) Tenderer will have to pay Earnest Money Deposit (EMD) as mentioned in the covering letter or elsewhere in the tender document. EMD should be paid as under:

EMD Amount	Mode of Payment
Rs 3,40,000/- (Rupees Three Lakh Fourty Thousand Only)	EMD can be accepted either in the form of a Bank Guarantee, Insurance Surety Bond. If tender is floated on HPCL e-procurement portal EMD can also be accepted through e- payment. Original Bank Unconditional and irrevocable Guarantee issued by a Nationalized Bank/ Scheduled commercial Bank (Other than Co- operative Bank) valid for 6 months from the due date of tender. Format is as per attachment.

- b) Tenders / offers received without EMD will be rejected.
c) Cheques / Cash / Money Orders or any other documents are not acceptable towards
EMD and if EMD is paid in the form of such documents then tenders will be treated
as submitted “WITHOUT EMD” and such tenders will be rejected.

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- d) Linking with earlier transactions / adjustments with pending bills or any other amount payable by HPCL is not allowed.
- e) EMD refund will be made to unsuccessful tenderers after finalization of the tender.
- f) In case of successful tenderers, EMD refund will be made only after Purchase Order placed on them.
- g) EMD will not carry any interest.
- h) EMD is liable to forfeiture in the event of:
 - i. Withdrawal of offer during the validity period of the offer.
 - ii. Non-acceptance of orders when placed.
 - iii. Non-confirmation of acceptance of orders within stipulated time after placement of orders.
 - iv. Any unilateral revision made by the tenderer during the validity period of the offer.
 - v. Non-execution of the document after acceptance of the contract / order due to any dispute of the tenderers or any reason whatsoever.

HPCL Bank details:

Beneficiary Name: Hindustan Petroleum Co. Ltd.

Beneficiary's bank Name: ICICI Bank

ISFC Code: ICIC0000393

HPCL's Customer ID: 508902133

EXEMPTION FROM EMD: 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.

Annexure - 4: Reverse Auction Process

Reverse Auction (RA)– Terms & Conditions and Procedure on HP Portal

(GeM Terms and Conditions for Reverse Auction will be applicable for GeM tenders)

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Annexure – 5: Process of Grievance Redressal Mechanism

1. Background

Hindustan Petroleum Corporation (HPCL) has developed the following mechanism to deal with references / grievances if any that are received from Parties who participated/intends to participate in the Corporation Tenders. The scheme is as under.

2. Definitions: Grievance

For the purpose of this scheme, the word 'Grievance' would mean a written and signed representation received from party, who has participated/intends to participate in the tender of the Company, seeking inter-alia a review of the process of finalization of tender on the grounds that his right as a party to the tender has been affected for the reason to be provided by him which needs to be examined and decided in the interest of equity.

Grievance Redressal Cell (GRC)

It is the group that will review the references received from the Parties and decide the matter.

3. Authorities to handle grievances

3.1 There will be a process to deal with the grievances received from the tendering parties or the prospective tenderers based on the Tender document issued.

3.2 The first level, say Level-I of such process will comprise of a Grievance Redressal Cell (GRC).

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This Cell will consist of the following:

Sr. No	SBU/Function	Head	Member Finance	Member Procurement (Co-ordinator)
Refineries GRCs				
1	Visakh Refinery	Head-Refinery	Head- Finance	Head- Materials
2	Mumbai Refinery	Head-Refinery	Head- Finance	Head- Materials
③ 3	Corporate R&D	Head Corp. R&D (not below S/G-H)	Head – Finance Corp. R&D (not below S/G-F)	Head - Materials (not below S/G-E)
Marketing GRCs				
1	Retail SBU	Head-Retail	Head- Commr.**	Head- Proc.**
2	Direct Sales	Head-Direct Sales	Head- Commr. **	Head- Proc.**
3	LPG	Head-LPG	Head- Commr. **	Head- Proc.**
Corporate GRCs				
1	Corporate	Head-IS/HR (as applicable)	Head- Finance (Corp.)	Head- Procurement (GM-Administration)
	* includes Marketing ** concerned SBU *** concerned SBU/dept.			

3.3 The Coordinator for each of the Cell is respective Head - Materials/Procurement of - Visakh Refinery, Mumbai Refinery, Marketing SBUs & Corporate.

3.4 All the grievances will be lodged with the Coordinator of the Cell.

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3.5 This Cell will examine the grievances and decide the matter.

3.6 The second level of Grievance Redressal Mechanism is the Executive Committee - Refineries for both Mumbai Refinery, Visakh Refineries **and Corporate R&D**, Executive Committee - Marketing & Executive Committee -Corporate for respective functions. The decision of the Executive Committee is final.

4. Grievance Redressal Process

LEVEL - I

4.1 If a grievance is received by the Grievance Redressal Cell, the Coordinator will first acknowledge the receipt of the grievance to the aggrieved party within 48 hours from the time of receipt of the grievance (Excluding intervening Holidays).

4.2 The Grievance Redressal Cell (GRC) will forward the Grievance to the Tender Inviting Authority at the earliest, who will offer his comments/views to the Cell within 2 days of receipt from GRC.

4.3 On receipt of comments from Tender Inviting Authority, the Grievance Redressal Cell will meet and look into the grievances expressed by the aggrieved party along with the views/comments of the Tender Inviting Authority. The Grievance Redressal Cell can call for relevant records and documents to enable it to firm up its decision on the grievance.

4.4 The Grievance Redressal Cell will decide the matter within 14 days and thereafter communicate the decision to the aggrieved party.

LEVEL - II

4.5 The second level of Grievance Redressal Mechanism is the Executive Committee - Refineries for both Mumbai & Visakh Refineries and Executive Committee - Marketing & Executive Committee -Corporate for respective functions which would examine and decide on any appeal / representation on the decision of the Grievance Redressal Cell.

4.6 Parties aggrieved by the decision of the Grievance Redressal Cell, can appeal / represent to the Executive Committee within 7 days of receipt of the decision with a copy to GRC Level-I for co-ordination. Appeal received after seven days will not be considered.

4.7 The EC will decide the matter in appeal within 14 days and thereafter communicate the decision to the aggrieved party. The decision of the Executive Committee is final.

5. Time limitations for the handling of grievances

5.1 Grievances regarding the Pre-qualification process should be lodged by the aggrieved party within one week from the date of Publication calling for prequalification bid. Grievances received after one week from date of Publication will not be considered.

5.2 The decision on Grievance pertaining to Pre-Qualification should be finalized before the shortlisting of the parties is concluded.

5.3 Specific Grievances regarding the Notice Inviting Tender (NIT) should be lodged by the aggrieved party within one week from the last date of sale of tender document, or one week prior to the Due date for Bid Submission, whichever is earlier. Grievances regarding NIT, received thereafter shall not be considered.

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5.4 Grievances relating to the tender process (other than "Notice Inviting Tender related grievances") should be lodged within one week from the date of opening the unpriced bids.

5.5 The Grievance Redressal Cell shall examine the case and decide within 14 working days from the date of receipt of the grievance and advise the function concerned of the same so that they can process the tender further.

5.6 Any grievance after price bid opening should be redressed before award of the contract. No grievances shall be entertained which are received after one week of price bid opening.

5.7 The Coordinator of the Grievance Redressal Cell, on receipt of the grievance by the aggrieved party, should inform the Tender Inviting Authority not to finalize the contract till the disposal of the grievance by the Grievance Redressal Cell. The grievance lodged should be disposed of within a reasonable period of 14 working days so that there is no undue delay in awarding the contract.

6. Interim Suspension of Tendering Process

6.1 After any grievance is received by the Coordinator of the Grievance Redressal Cell, the Cell Members will meet and examine whether the tendering process relating to the concerned matter is to be suspended or not in consultation with the Tender Inviting Authority. The Cell will examine whether there exists a *prima facie* ground for suspending the tendering process and decide the matter. It may consult, if required, the Executive Committee as to whether the tendering process has to be suspended till a final decision is taken on the grievance.

6.2 The decision to suspend the tendering process or not and disposal of the grievance should preferably be taken by the Grievance Redressal Cell and/or Executive Committee at the earliest but not later than 14 working days from the receipt of grievance keeping in mind the schedule of activities connected with the tender concerned.

6.3 When it is decided to suspend the Tendering Process, the grievance should be examined and disposed off by the Grievance Redressal Cell & Executive Committee at the earliest, but not later than 14 days since it will be necessary to either continue with the tender as per earlier norms or it is decided to re-invite the tender with suitable changes.

7. Other General Provisions

7.1 A final written reply to the aggrieved party will be given by Coordinator of Grievance Redressal Cell / Executive Committee within 21 working days from the date of receipt of the grievance, in line with the minutes of respective GRC/EC.

7.2 The Grievance Redressal Cell / Executive Committee, while firming up its recommendations, can seek the views of other relevant Departments like Finance, Vigilance and Legal or any other Department concerned with the issue.

7.3 The Grievance Redressal Cell & Executive Committee is entitled to give a personal hearing to the aggrieved party, if necessary.

7.4 If a Grievance is related to a contract already awarded and acted upon, and if the Grievance Cell & Executive Committee is of the view that the grievance needs review for remedial action for future tenders, it would submit its recommendation to the concerned SBU/Dept. head for future tenders.

7.5 Company's Tender Grievance Redressal Mechanism will be displayed in its Website in the Tenders Page.

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7.6 The Grievance Redressal Cell & Executive Committee will maintain a grievance register giving details of the tender number, date of receipt of grievance letter, nature of grievance in brief, details of the decisions taken and the date of communication to the aggrieved party.

7.7 The Grievance Redressal Cell & Executive Committee will also submit a quarterly report on the grievances handled to the Committee of Functional Directors. A copy of Yearly Report will be submitted to the Board for information.

7.8 The relevant clause of Grievance Redressal Mechanism Procedure should be incorporated in GTC of all Tender documents along with the name and address of the Officer-designate of the Grievance Redressal Cell/ Secretary of the concerned Executive Committee, to whom the grievance letter/ Appeal should be addressed to.

8. Integrity Pact

Notwithstanding the GRP guidelines above, the provisions of the Integrity Pact will be applicable independently to tenders of R 1 Crore & above.

Annexure – 6: HPCL Conciliation Rules, 2019

Background

Part III of the Arbitration and Conciliation Act, 1996 makes provisions for alternative dispute resolution through Conciliation, which is emerging as an effective dispute resolution mechanism for Public Sector Enterprises in India.

HPCL intends to increasingly focus on Conciliation as a dispute resolution mechanism and hereby frames the present Rules in conformity with Part III of the Arbitration and Conciliation Act, 1996 for speedier, cost-effective and amicable settlement of disputes through Conciliation.

1. Title and Commencement

- a. These Rules shall be called the HPCL Conciliation Rules, 2019.
- b. It shall come into force on 16 March 2020.

2. Definitions

- a) "Act" means Arbitration and Conciliation Act, 1996 as amended from time to time.
 - b) "Conciliation" means a dispute resolution process whereby the Parties by mutual consent appoint a Conciliator or a Settlement Advisory Committee (SAC) to assist them in their
- Section IV: General Conditions of Contract (GCC) [66]

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attempt to reach an amicable settlement of their dispute(s) arising out of a defined legal relationship, contractual or otherwise.

- c) "Conciliator(s)" means the Conciliator appointed in accordance with these Rules.
- d) "HPCL" means HINDUSTAN PETROLEUM CORPORATION LIMITED, having its registered office at 17, Jamshedji Tata Road, Churchgate, Mumbai-400020.
- e) "Panel of Conciliators" means the list of eligible persons selected by HPCL to act as Conciliators in conciliation proceedings under these Rules.
- f) "Party" means a Party to a contract with HPCL or a Party to a Conciliation proceeding under these Rules. Further, "Party" means HPCL or the other party to the Conciliation proceeding individually, and "Parties" means both of them collectively.
- g) "Rules" means the HPCL Conciliation Rules, 2019 (as amended from time to time).
- h) "Settlement Advisory Committee" or "SAC" means the Committee of Conciliators appointed under Rule 5 of these Rules.
- i) "Settlement Agreement" means the agreement arrived between the Parties in settlement of their dispute(s), which is the subject matter of Conciliation.
- j) "Working Day" means any of the five days between Monday to Friday, including both Monday and Friday, between 10.00 AM to 5.00 PM (Indian Standard Time), excluding Gazetted holidays and all other holidays declared by the Govt. of India or HPCL.
- k) The masculine gender shall include female and neutral genders and vice-versa. The singular shall include the plural and vice-versa.

3. Scope and Applicability

- a) These Rules shall apply to any dispute, arising out of or relating to a contractual or defined legal relationship in the form of a contract involving HPCL as a Party, and which involves construction, works, engineering, EPC or Supply or any other contract of a similar nature, where the Parties seeking an amicable settlement of their disputes have agreed that these Rules shall apply. These Rules shall, however, not apply to disputes arising out of or relating to MS/HSD/LPG/SKO/Lube Dealership/Distributorship Agreements and Agreements for Bulk or Packed Road Transportation of Petroleum Products. If the dispute is not settled by Conciliation within 8 (eight) months of the initiation of conciliation or such further period as the parties shall agree in writing, the Conciliation proceedings shall terminate and the Parties shall be free to approach a Court of law.

Provided that these Rules shall be applicable only if:

- i) the dispute arose out of a contract, agreement or other defined legal relationship that has been successfully completed or is ongoing. No dispute arising out of a contract, agreement or other defined legal relationship that has been abandoned by either of the Parties would be covered under these Rules.

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- ii) the date of request for the conciliation is made during the Contract or within 6 months after the Contractual Delivery Date/ Contractual Completion Date or the extended CDD/CCD.
 - iii) the dispute involves claims of an amount not less than ₹ One Crore.
- b) The scope of Conciliation under these Rules shall encompass both domestic and international disputes of a private law nature, whenever/wherever a settlement is possible.
- c) Pendency of judicial or similar proceedings shall not constitute any bar on commencement of Conciliation proceedings under these Rules, even if the proceedings under these Rules are on the same subject matter/issue.
- d) During the pendency of the Conciliation proceedings, the Parties shall not initiate any judicial or similar proceedings in respect of the dispute which is the subject matter of Conciliation, and if any such proceedings have been initiated prior to the commencement of the Conciliation proceedings, the Parties shall maintain status quo in respect thereof as long as the Conciliation proceedings are pending.
- e) These Rules shall however not apply to dispute(s)/ claims which are barred by limitation, or which, by virtue of any law for the time being in force in India, may not be submitted to a Court or Conciliation.
- f) These Rules shall be subordinate to and supplementary to Part-III of the Arbitration and Conciliation Act, 1996 and the Act will prevail over the Rules to the extent of inconsistency, if any.
- g) These Rules are broad standard Conciliation procedures meant for a flexible, systematic, expeditious and amicable settlement of disputes and Parties may mutually agree in writing to make appropriate adjustments/ changes, and such mutually agreed departures/ deviations from any of these Rules shall not in any circumstances render a Conciliation proceeding or any Settlement Agreement reached pursuant thereto invalid, illegal or void.
- h) Subject to subsequent agreement between the Parties, Conciliation under these Rules may be invoked, even if Conciliation is not the prescribed dispute settlement mechanism or these Rules are not the prescribed Conciliation Rules under the relevant contract/agreement.
- i) Raising of any issue or point of dispute, by any Party in writing or otherwise in any communication (electronic or otherwise) between the Parties (without its resolution) shall not be considered as seeking Conciliation under these Rules, unless such Conciliation proceedings are formally invoked in writing under these Rules by a Party, stating clearly the subject matter in dispute/ difference and seeking the consent of the other Party(ies) for Conciliation. Every Conciliation shall commence only if the other Party(ies) accept(s) in writing its willingness to enter into Conciliation.

4. Panel of Conciliators

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- a) HPCL shall, with the approval of Director (HR) of HPCL, prepare and maintain a Panel of Conciliators, consisting of persons having good standing in the field of Oil and Gas, Refineries, Marketing of Petroleum Products, Engineering and Projects, Law or Justice within sixty (60) days of these Rules coming into force. The Panel will be updated from time to time as required. The Director (HR) of HPCL may add any name to or delete any name from the Panel of Conciliators.
- b) The Conciliators in the Panel of Conciliators, shall be independent persons, who are not serving employees, or consultants or advisers of HPCL.
- c) Persons who have attained the age of 70 years will automatically cease to be on the Panel of Conciliators. In case where a Conciliator has been appointed and during the pendency of conciliation proceedings, he/she attains the age of 70 years, he/she will continue to be a conciliator till completion of the conciliation proceedings, whether by means of a Settlement or Termination of the Conciliation Proceedings or otherwise as provided under the Act.
- d) All the members of the Panel shall have equal status and parties will not have any right to challenge the appointment of a Conciliator on the ground that its nominee Conciliator has higher status than the other Conciliator.
- e) The following persons may be enlisted in the panel of Conciliators:-
 - i. Retired Chairman & Managing Director, Retired Functional Directors of any Central Public Sector Enterprise in India.
 - ii. Independent experts in the field of Oil and Gas, Construction or Engineering and Projects (a) having minimum 25 years' experience; (b) being preferably registered with an institute of arbitration in India and (c) having experience of handled at least one or more arbitration or conciliation.
 - iii. Retired Judges of the Supreme Court of India & High Courts in India.
 - iv. Retired PSU employees of and above the level of Chief General manager of a Schedule 'A' PSU in India.
 - v. Legal practitioners/ Advocates having minimum experience of (a) 25 years post enrollment (in case of practicing advocates) in High Courts/ Supreme Court or (b) 25 years post qualification (in case of in house counsel).
- f) The Panel of Conciliators shall contain an Annexure, giving details of the qualifications of the Conciliators, including professional and technical experience.
- g) A person shall be empaneled as a Conciliator only after obtaining his consent to be so empaneled.
- h) A person in the Panel of Conciliators shall not be entitled to any monetary benefit or remuneration/fees or any other facility only by virtue of his/her name being in the Panel of Conciliators. He will be entitled for fees, etc. only when he/she is actually appointed as a Conciliator or forming a part of a SAC in relation to a specific dispute under these Rules. An appointment on the Panel of Conciliators under sub-rule (a) shall ordinarily be for a period of 3 (three) years from the date of appointment. Such period may be extended or curtailed at the discretion of HPCL.

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- i) Removal of a person from the Panel of Conciliators shall not have the automatic effect of removal/withdrawal of the said person from an existing Conciliation Proceeding in which such person is acting as a Conciliator, unless the said Conciliator is removed specifically from the dispute in question.

- j) Disqualifications of persons as Conciliators and/ or removal:

The following persons shall be deemed to be disqualified for being empaneled as Conciliators, and if already empaneled/ appointed, shall be liable to be removed:

- 1) A person who has been adjudged as insolvent or is of unsound mind or physically incapable of performing the work of a Conciliator.
 - 2) A person against whom criminal charges are framed by a criminal court and are pending for final disposal or, who has been convicted by a criminal court/ Tribunal for any offence and a sentence of fine or imprisonment has been passed against him. (This will not include fines for petty cases like traffic violation or penalties given purely because the person held a particular office {like an occupier in a factory} provided he has no personal involvement in the same).
 - 3) A person against whom disciplinary proceedings have been initiated by the appropriate disciplinary authority and are pending or, has resulted in a punishment.
 - 4) A person against whom an adverse report/ remark is received from the Vigilance Department of HPCL or the CVC or CBI or the Government of India, which lends doubts as to the integrity of the person or otherwise makes him unsuitable to hold the position.
- k) Provided always that HPCL may, in its sole discretion, change the eligibility criteria or modify/ rescind any portion or the whole of these Rules or not include any person as a Conciliator in its Panel, without assigning any reasons and such decision shall not be called in question by any person/ party.

5. Composition of the Conciliation Tribunal

- a) Conciliator(s) shall be appointed by the mutual consent of the Parties from the Panel of Conciliators maintained by HPCL in respect of a particular dispute. There shall be a Sole Conciliator in Conciliation proceedings where the disputed claim (or all claims put together) is less than ₹ 5,00,00,000 (Rupees Five Crores). However, where the disputed claims are more than ₹ 5,00,00,000 (Rupees Five Crores), the Conciliation Tribunal shall consist of two Conciliators. In case of 2 Conciliators, each Party to the Dispute shall appoint one Conciliator each from the Panel maintained by HPCL.
- b) In case the Parties fail to agree on a Conciliator(s) from the Panel of Conciliators maintained by HPCL, the Parties shall be at liberty to mutually agree to appoint any other Conciliator(s), who is/are not in the Panel of Conciliators maintained by HPCL.
- c) The Conciliator(s), as and when appointed by the Parties for a specific Conciliation proceeding, shall constitute and function by the name and style of "Settlement Advisory Committee" or "SAC" in regard to the dispute(s) referred for Conciliation and shall conduct Conciliation proceedings under these Rules. The SAC can be of a sole conciliator or of 2 conciliators.

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d) When a person is approached in connection with his possible appointment as a Conciliator in respect of a specific dispute, he shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. A Conciliator, from the time of his appointment and throughout the Conciliation proceedings shall, without any delay, disclose any such circumstances to the Parties, unless they have already been informed of such circumstances. Such person shall not act or continue to act as a Conciliator if either Party objects to his so acting or continuing to act due to the existence of such circumstances. Such circumstances shall include:

¶¶An interest in or connection with the subject matter of the dispute,

¶¶A relationship with a party, including a relationship of lawyer and client.

- e) On the appointment of a Conciliator in respect of a specific dispute, the Conciliator shall give a Declaration as per **Schedule-A** of these Rules.
- f) If a Conciliator withdraws himself or he/she is removed by the Parties from a Conciliation Proceeding on the ground of continued absence for any three scheduled meetings/hearings or is otherwise unavailable for the Conciliation proceeding for no justifiable reason(s) or does not hold conciliation proceedings or cannot act further because of the objection of a party under sub-rule d) above or any reason which disqualifies him, the parties may appoint an alternative Conciliator in the same manner as contemplated herein.
- g) The appointment will take effect from the date of such intimation about the constitution of the Conciliation Tribunal.
- h) If any appointed Conciliator resigns or dies or is unable to perform his functions during the Conciliation, then HPCL may terminate the appointment of such Conciliator and inform him and the parties accordingly. The Parties shall take further steps to fill up the vacancy so caused as per 5(a) above.
- i) No person shall be appointed as a Conciliator in respect of more than three disputes at a time.

6. Commencement of Conciliation

- a) HPCL or the Party who has entered into a contract of the nature stated in 3(a) above with HPCL, and who wishes to settle any dispute, shall serve a written notice/invitation for Conciliation Proceedings under these Rules, to the other Party. This will be done only after the normal official avenues of resolving disputes under any contract or existing practice are exhausted.
- b) A written notice/invitation for Conciliation proceedings shall, inter alia, contain the following details:
- i. Identity of the Party giving the written notice/invitation - name, official address, email address, contact number(s), official representative, etc.
 - ii. Specific consent of the party for Conciliation under these Rules.
 - iii. Name of proposed Conciliator(s) from the Panel of Conciliators maintained HPCL.

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- iv. Details of the contract, a brief description of the dispute which is sought to be settled through Conciliation, details of the amounts claimed and the total amount claimed.
 - v. A statement that there are no other issues or disputes.
 - vi. Where a No Claims/Dues Certificate has been issued to HPCL, a statement that the claims are pertaining only to those items which have been specifically excepted and mentioned as exceptions in the said No Claims/Dues Certificate.
 - vii. An undertaking that:
 - ☒ No interest shall be claimed in any judicial or similar proceedings or during conciliation, for the period commencing from the date of written notice/invitation for Conciliation, up to the completion/ conclusion of the Conciliation by a Settlement Agreement or Termination or otherwise in terms of these Rules.
 - ☒ Not to initiate any judicial or similar proceedings in respect of the dispute mentioned in the written notice/invitation for Conciliation during the pendency of the Conciliation proceedings and, if any such proceedings have been initiated prior to the written notice/invitation for Conciliation, that the party agrees to maintain status quo in respect thereto during the pendency of the Conciliation proceedings.
- c) The Party receiving the written notice/invitation for Conciliation may, within 30 (thirty) days of receipt of the notice/invitation, accept the invitation for Conciliation wholly, or may accept the invitation only in respect of some claims mentioned in the written notice/invitation and not in respect of the rest of the claims, or on the condition that its dispute/claim(s) with the other party may also be settled through Conciliation under these Rules. Such limited or conditional acceptance shall constitute a counter-invitation for Conciliation. In case of a counter invitation, the first Party shall within 15 (fifteen) days of receipt of the counter-invitation give its reply as afore-stated. The Party accepting the invitation for Conciliation or giving the counter-invitation for Conciliation, as the case may be, shall also comply with the requirements of sub-rule (b) above, to the extent applicable.
 - d) If no reply under sub-rule (c) is received from the other Party, on whom written notice/invitation/counter invitation for Conciliation under sub-rule (a) or sub rule (c) has been served, the invitation/counter invitation for Conciliation may be treated as 'rejected'.
 - e) Conciliation proceedings under these Rules shall be deemed to commence on the day the party giving the invitation/counter-invitation for Conciliation receives a written intimation of acceptance of such invitation/counter invitation from the other party (Commencement). For Conciliation proceedings with more than two Parties, such proceedings shall be deemed to commence on the day the last intimation of acceptance of invitation/counter-invitation for Conciliation is received from a Party.
 - f) If the Parties fail to agree on appointment of Conciliator(s) and constitution of SAC within 60 (sixty) days of the Commencement of the Conciliation proceedings as per sub rule (e) above or such extended time period as agreed between/amongst the Parties, whichever is longer, the efforts of dispute settlement through Conciliation shall be treated as 'failed'.

7. Conciliation Proceedings

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- a) Upon his appointment, the conciliator may request each party to submit to him a brief statement in writing describing the general nature of the dispute, the points at issue and the amount, if any, of the claim(s) and counter claim(s). Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings the conciliator may request a party to submit to him such additional information as he deems appropriate.
- b) The SAC may, if it considers necessary, permit or request the Parties to submit further written statement(s) along with other documents/evidence in support thereof.
- c) The first meeting of the Parties shall be called by the SAC, after consulting the Parties involved, at a convenient date and time, within 10 (ten) working days of receipt of written statement mentioned in the preceding sub-rule (a) and sub-rule (b). During the first meeting, a tentative time-frame and broad work-schedule of the Conciliation proceedings shall be finalized by the SAC after due consultation with and consent of the Parties.
- d) The SAC shall, as much as possible, proceed with the Conciliation proceeding on an issue by issue basis, after proper identification of the relevant issues with the consent of the Parties.
- e) The SAC, with the consent of the Parties, may also call for material witness(es) to assist the Committee.
- f) Each Party shall send a copy of its communication, written submission and all other document(s) filed before the SAC to the other Party.
- g) Opportunity shall be given to the Parties during the Conciliation proceedings to openly and fearlessly express their views so as to enable the Parties to better understand and appreciate each other's viewpoints.
- h) It shall be open to the Parties or the Conciliator(s) to make any proposal or counter proposal for amicable settlement of the dispute at any time during the Conciliation proceeding. The SAC may also make such proposal after consulting and hearing the Parties.
- i) All the parties shall commit to participate in the proceedings in good faith with the intention to settle the dispute(s), if possible.

8. Representation, venue and other broad principles

- a) Advocates shall not be allowed to participate in the Conciliation Proceedings under these Rules and Parties shall plead their own cases.
- b) Parties shall, however be free to appoint their employees, officers, directors or in-house Law Officers to plead their own cases.
- c) Unless otherwise agreed between the Parties, Conciliation proceedings under these Rules may be held at the registered office of HPCL at 17, Jamshedji Tata Road, Churchgate, Mumbai- 400020 or any other office of HPCL.

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- d) Unless the parties have agreed upon the place where meetings with the conciliator are to be held, such place shall be determined by the conciliator, be convenient to both parties and take into consideration the circumstances of the conciliation proceedings.
- e) Equal opportunities shall be given to the Parties to express their views before the SAC and the SAC shall make utmost efforts to ensure that the Conciliation proceedings are conducted in a friendly and conducive manner.
- f) Representation of the Parties may be oral or in writing. Only if both Parties agree to in writing, then minutes of the meetings/hearings may be recorded in broad general terms, without however, recording adversarial submissions/ claims or stand of either party on the same, if any. Copies of such minutes of meetings shall be sent to the Parties within 7 (seven) working days of each meeting/hearing. No such minutes shall constitute any evidence as to the stand of either party and shall not be used in evidence before any Court of law. If Minutes are not agreed by either Party it shall not be made or issued. Only a record of Attendance of a meeting/Attendance Sheet shall be made in such cases.
- g) Best efforts shall be made to ensure that Conciliation proceedings are conducted in a time bound manner without, however, diluting procedural flexibility of such proceedings.
- h) The language of the Conciliation proceedings under these Rules shall be English.

9. Role of Settlement Advisory Committee/ Conciliators

- a) The Settlement Advisory Committee shall attempt to facilitate resolution of the dispute(s) by the Parties, and communicate the view of each party to the other, assist them in identifying issues, reduce misunderstandings, clarify priorities, explore areas of compromise and generate options in an attempt to resolve the dispute(s), emphasizing on the benefits of settlement.
- b) The SAC shall encourage the Parties to meet and discuss amongst themselves for an amicable settlement of the dispute(s) referred.
- c) The SAC shall be guided by the principles of objectivity, fairness and justice and shall assist the Parties in an independent and impartial manner to reach an amicable settlement of dispute(s).
- d) The SAC shall conduct Conciliation proceedings in conformity with these Rules and Part-III of the Arbitration and Conciliation Act, 1996 to the maximum extent possible, but shall be flexible with appropriate adjustments, whenever required or whenever the Parties make joint request.
- e) The broad approach of the SAC shall be speedy, efficient and amicable `settlement of disputes, without however diluting objectivity of approach, principles of natural justice and established principles of law.
- f) The SAC shall act more as facilitators, rather than as judges/umpires/arbitrators and shall not impose any view or terms of settlement on any of the Parties.
- g) The SAC may suggest to either of the Parties or both of them, the possible terms of a settlement for their consideration. If such possible terms of a settlement are given, then

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both parties shall comment on the same and after considering the comments, the SAC may offer a revised terms of settlement for consideration.

- h) Unless it is signed by both the Parties to the Dispute/ Conciliation, no “terms of settlement” which are proposed or commented upon, shall be binding upon either Party or held against it.

10. Time Frame

- a) The SAC shall attempt to dispose of the entire Conciliation proceedings within a time frame of 6 (six) months from the date of constitution of the SAC, but the same may be extended with the mutual consent of the Parties, for a period not exceeding 2 (two) months.
- b) Notwithstanding sub rule (a), a Settlement Agreement signed after the 8 (eight) months period stipulated in sub-rule (a) shall not become void or unenforceable merely because such agreement has been signed after the stipulated 8 (eight) months period.
- c) Notwithstanding sub rule (a), the SAC may terminate the Conciliation proceedings any time before the expiration of the 6 (six) months stipulated in sub-rule (a) if it is of the view that because of the vastly divergent, extreme and/or rigid views of the Parties or non-cooperation/ response of any one party or both parties or for any other substantial reason it is no longer possible or practicable to meaningfully conduct the Conciliation proceedings.
- d) The total number of meetings of the SAC/ hearings in a Conciliation proceeding shall not be more than 6 (Six), unless otherwise agreed between the parties in consultation with the SAC.

11. Conciliator's fee

- a) Each Conciliator constituting the SAC shall be entitled to the following fees:-
 - i. a fee of ₹ 40,000/- (Rupees Forty Thousand only) for each hearing/meeting.
 - ii. a lump sum reading fee of ₹ 40,000/- (Rupees Forty Thousand only).
 - iii. a lump sum facilitation fee of ₹ 40,000/- (Rupees Forty Thousand only) if a draft Settlement Agreement is prepared by the SAC.
- b) Provided that the total fees payable shall not exceed a maximum of ₹ 4,00,000/- (Rupees Four Lacs only) per Conciliator per dispute (case referred for Conciliation) excluding service tax. This is unless otherwise agreed to in writing by both the Parties.
- c) In addition to the fees and expenses stated in sub-rule (a) above, the SAC shall be entitled to incur for themselves secretarial services at a lump sum amount of ₹25,000/- (Rupees Twenty Five Thousand only). The SAC/ Conciliators will make its own arrangements for secretarial services. The SAC/ Conciliators shall make their own local travel arrangements.

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- d) If the Conciliation Proceedings are held at a place other than the location/ residence of the Conciliator (outstation visit), then each such Conciliator shall also be entitled for reimbursement of (i) actual rail/ air travel expenses, (ii) expenses for suitable Hotel Accommodation, (iii) meals and local travel on actual basis. The accommodation to the Conciliator(s) shall be provided at the guest houses of HPCL, where available.
- e) In all cases the fees and expenses of conciliation mentioned above shall be borne equally by the Parties. Further, the Parties shall pay and bear their respective share of the fees and expenses within 30 (thirty) days from the date of first meeting/ hearing, to the Conciliators as directed by the SAC or to such an account as may be designated by them. The process and payment stage can be agreed and varied by the consent of the Parties and the Conciliator(s).
- f) Final account towards fees, payment for secretarial services and other expenses of the Conciliation proceedings shall be reconciled and settled between the Parties and the SAC on the termination of the Conciliation proceedings. In case of signing of a Settlement Agreement, the fees and expenses as determined by the SAC as per these Rules shall be paid by the Parties within 30 (thirty) days of the signing the Settlement Agreement.
- g) In the event where the dispute does not involve any monetary claim or disputed amount cannot be quantified, then the Conciliator's fees will be a consolidated sum of Rs.3.00 lakhs inclusive of fees for hearing, study, facilitation, etc. Secretarial charges will be extra as per the above provisions.

12. Non-disclosure of Information

When a Party to a Conciliation proceeding provides any information concerning any issue of dispute to the SAC subject to a specific condition that such an information is to be treated confidential, the SAC shall not disclose that information to the other Party.

13. Co-operation of Parties

- a) The Parties shall, in good faith co-operate with the SAC and in particular will endeavor to comply with any request of the SAC to submit written materials, provide evidence, give clarification, attend meetings/hearings, etc.
- b) Conciliation being an amicable dispute settlement mechanism, the Parties shall not take adversarial roles, but instead make every possible effort to understand and appreciate the other Party's viewpoints without, however, diluting the correct factual position.
- c) The Parties shall make every possible effort to render optimum co-operation for a speedy, efficient and mutually acceptable amicable resolution of disputes.
- d) The Parties shall not in any manner make any attempt to unduly influence the Conciliation proceedings or the SAC by way of inducement in any form or manner and shall conduct themselves with full dignity, honesty and integrity.
- e) Notwithstanding that any Conciliation Proceedings have commenced or continued between the Parties, no work shall be stopped by a Contractor merely because of the

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pendency of disputes before Conciliation. Every work including extra work shall have to be carried out and performed as per the terms of the contract, by a contractor irrespective of the pendency of conciliation proceedings.

14. Agreement of Settlement

- a) After discussing with and hearing the Parties involved, if the SAC is of the view that there exist circumstances for a settlement of the dispute, the SAC shall formulate the draft terms of a possible settlement and submit the same to the Parties for their consideration and comments.
- b) If any part of the draft terms of settlement is not acceptable to any of the Parties, further meetings/hearings shall be held for possible resolution till mutually acceptable terms are reached.
- c) When a settlement can be arrived at only in regard to any one or only some of the issues referred for Conciliation, an Agreement of Settlement may be signed in regard to the said issue(s), but not the others. Such a Settlement shall be binding on only that one or only some of the issues which are Settled and not the others, unless otherwise agreed upon in writing by both Parties.
- d) An Agreement of Settlement shall contain a statement to the effect that each of the person(s) signing: (I) is fully authorized by the respective Party he/she represents, (II) has fully understood the contents of the same, (III) is signing the same out of complete free will and consent, without any pressure or undue influence and (IV) the same shall be final and binding on and enforceable against the Party and the persons who(m) he represents.
- e) When an Agreement of Settlement is signed, the same shall be final and binding on the Parties and the persons claiming under/ through them respectively.
- f) The SAC shall authenticate the Agreement of Settlement. The Agreement of Settlement shall be made in 2 Originals – one each for the two parties. If there are more Parties, then every Party shall be given an original signed Agreement of Settlement and hence more originals shall be made.
- g) The settlement agreement shall have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute, under Section 30 of the Arbitration and Conciliation Act, 1996.

15. Confidentiality and Admissibility of Evidence in Other Proceedings

- a) The SAC and the Parties shall keep confidential all information furnished, documents filed, evidence produced/adduced during the course of the Conciliation proceedings and the contents of any terms of settlement or draft Settlement Agreement or final Settlement Agreement, except where its disclosure is necessary for purposes of implementation and enforcement of the Settlement Agreement.
- b) Confidentiality under these Rules shall extend to proposals, alternative proposals, communications exchanged between/amongst the Parties, communications exchanged between any of the Parties and the SAC or any of the Conciliators (in case of multi

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Conciliator Committee), minutes of meeting/hearings, draft Settlement Agreement(s), expert opinions, evidence of witness etc. in relation to the Conciliation proceedings.

- c) Neither the Parties nor the Conciliator(s) shall rely upon or introduce as evidence or give testimony regarding any of the following in any arbitration, judicial or similar proceedings:
 - i. A proposal or alternative proposal by a party, or the willingness of a party to accept a proposal or alternative proposal during the Conciliation proceedings;
 - ii. Views expressed during the Conciliation proceedings in respect of a possible settlement of a dispute or the terms of a possible settlement or otherwise;
 - iii. Statements or admissions made by a party in the course of the Conciliation proceedings;
 - iv. Proposals or suggestions made or views expressed by the SAC;
 - v. A document prepared solely for purposes of the Conciliation proceedings.
- d) The above provisions on confidentiality and admissibility of evidence of the aforesaid material/ matter shall also extend to any arbitration, judicial or similar proceedings relating to disputes, which are not the subject matter of the same Conciliation proceedings.
- e) No person who has been a part of the Conciliation proceedings including the Conciliator(s), a Party, witness, or any third party, shall, unless required by applicable law or unless the Parties agree otherwise in writing, give testimony in any arbitration or judicial or similar proceedings concerning any aspect of the Conciliation proceedings, except in respect of a Signed Settlement Agreement, if the veracity of the same is in question, doubt or challenge.
- f) Subject to the limitations contained in this Rule, evidence that is otherwise admissible in arbitration or judicial or similar proceedings does not become inadmissible merely as a consequence of it having been used in a Conciliation proceeding.

16. Judicial or other Proceedings

- a) During the course or pendency of a Conciliation proceeding under these Rules; the Parties shall not initiate or take any step to initiate any judicial or other proceedings in respect of a dispute, which is subject matter of a pending Conciliation proceeding and if any proceeding is already pending, then the Party(ies) shall ensure that the same is kept in abeyance/ withdrawn.
- b) Subject to the above sub rule (a), reference of any dispute to Conciliation under these Rules shall be without prejudice to any rights and interest of the Parties involved to resort to Court or judicial proceedings, in case the Conciliation proceedings fails or terminates.
- c) The Conciliation Proceedings under these Rules shall not be deemed to be Arbitration proceedings and any agreement for conciliation shall not be deemed to be an agreement between the parties for Arbitration.

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17. Personal Exemption of Conciliators

- a) A Conciliator shall be given full immunity by both Parties and shall not be held liable for anything done or omitted to be done by him during the course of a Conciliation proceeding, whether by way of any civil or criminal action or otherwise howsoever. No Conciliator shall be summoned or presented by any party as a witness in any arbitration or judicial or similar proceedings in regard to any information received or action taken by him during the course of a Conciliation proceeding.
- b) No Conciliator shall be engaged by the parties in any arbitration or judicial or similar proceedings in respect of a dispute which is the subject matter of a Conciliation proceeding.

18. Termination of Conciliation proceedings

The Conciliation Proceedings are terminated:

- i. By the signing of the Settlement Agreement by the Parties, on the date of the Agreement;
- or
- ii. By a written declaration of the SAC, after consultation with the Parties, to the effect that further efforts at Conciliation are no longer justified, on the date of the declaration; or
 - iii. By a joint written declaration of the Parties addressed to the SAC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or
 - iv. By a written declaration of one party to the other Party (or other parties) and the SAC, to the effect that the Conciliation proceedings are terminated, on the date of declaration; or
 - v. On the expiration of the time period specified in Rule 10(a) above for the completion of a Conciliation proceeding, or any agreed extension thereof by the Parties; or
 - vi. On the non-payment of fees/expenses as specified under Rule 11 by a Party; or
 - vii. On the failure of the Parties to appoint a Conciliator to constitute the SAC in accordance with these Rules.
 - viii. On disqualification of a Conciliator who is part of the SAC.

19. Miscellaneous

The Management of HPCL may revise, amend or alter these Rules or the Schedule of Fees and other charges to be charged and paid as and when it may think necessary.

Any matter not covered in these Rules shall be in accordance with the provisions of Part-III of the Arbitration and Conciliation Act, and in general consonance with the intent of these Rules.

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SCHEDULE A

® (To be used at the time of appointment of conciliator)

**DECLARATION OF ACCEPTANCE AND INDEPENDENCE BY MEMBERS OF SETTLEMENT
ADVISORY COMMITTEE**

**Ref: Conciliation betweenand arising out of
contract/agreement (insert details) dated.....**

I, the undersigned, do hereby agree to serve, as a member of the Settlement Advisory Committee in the referred case and hereby make the following declarations:

1. I am familiar with the requirements of the law, particularly the Arbitration and Conciliation Act, 1996 and HPCL Conciliation Rules, 2018.
2. I am available to serve as a Member of the Settlement Advisory Committee and I am independent of any of the Parties involved in the referred Conciliation proceeding and have no interest – business, financial or otherwise - in any part of the contract/Agreement under reference or subject of the Conciliation proceeding. I am not related to either of the two parties as a serving employee or consultant or Director or Legal Adviser or a substantial shareholder or being a close relative of the owner of either party or in any other manner which will affect my independence or impartiality.
3. I have not dealt earlier with the contract under reference or the subject matter of the Conciliation proceeding in any manner or capacity, which could compromise my ability, independence or impartiality to resolve the dispute(s).
4. In future I will not act as an arbitrator or as a representative or counsel of any Party in any arbitration or judicial or similar proceedings in respect of the dispute which has been referred and which is the subject matter of the Conciliation proceedings.

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5. The fees and other facilities for conciliation, offered to and accepted by me will remain fixed and under no circumstances will there be any demand from me for any alteration or change or increase therein, under any nomenclature.

Date:

(Signature)

Name:

Address:

Section IV: General Terms and Conditions (GTC)

Attached separately

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**FOR GEM TENDERS, PLEASE REFER GEM GTC AVAILABLE UNDER GEM PORTAL. In case of
any Discrepancy in HPCL GTC and GeM GTC, GeM GTC prevails.**

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Section V: Special Conditions of Contract (SCC)

THIS IS AN INDIVISIBLE TENDER. 100 % ORDER WOULD BE PLACED ON A SINGLE PARTY. PURCHASE PREFERENCES FOR MII and MSE WOULD BE AS APPLICABLE AS PER GOVERNMENT POLICIES. PLEASE REFER TO PPP - MII POLICY ATTACHED WITH THIS TENDER FOR DETAILS.

CONTACT DETAILS

<u>CONTACT PERSONS FOR TECHNICAL/COMMERCIAL CLARIFICATIONS</u>			
	CONTACT PERSONS NAME DESIGNATION/LOCATION	LAND LINE NO /MOBILE NO	EMAIL ID
TECHNICAL QUERIES	Provided in technical document		
COMMERCIAL QUERIES	MADHU JASRAI GENERAL MANAGER, CPO	022- 23030089	<u>madhukap@hpcl.in</u>
	SANDEEP KUMAR SONI OFFICER - CPO	7735728929	Sandeep.soni@hpcl.in

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—Section VI: Schedule of Requirements

Section VII: SCOPE OF JOB AND TECHNICAL SPECIFICATION

Attached separately.

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Section VIII: Qualification Criteria

1. BID QUALIFICATION CRITERIA:

Bidders are required to qualify each of the following Pre-Qualification Criteria to become eligible for further evaluation. HPCL reserves the right to independently verify with their client to assess bidder's capability against any of the following criteria.

A. Financial:

Average Annual Financial Turnover of the bidder during last three financial years ending 31st March 2025 shall be at least **Rs. 51 Lakhs**.

Average turnover shall be determined by summing up the annual turnover of each financial year and dividing the sum by three. In the event a bidder does not have turnover in any one or two of the years of the submitted financial years, the turnover for that/ those years shall be taken as Nil and the average turnover will be calculated by considering the denominator as 3 years to determine the conformity to the turnover criteria.

For evaluation of turnover, please submit Notarised copies of Audited Profit & Loss Statement and Notarised Audited Balance Sheets for the financial years, viz., 2022 -23, 2023-24 and 2024-25.

In case where audited results for the last financial year i.e. 31st March, 2025, as on the date of submission of the tender are not available, bidders shall submit the audited results of three consecutive financial years preceding the last financial year, i.e. 2021-22, 2022-23 & 2023-24 and a Certificate signed by CEO/ CFO/ Partner/ Proprietor of the Bidder shall be submitted stating that the financial results of the last financial year of the Company / firm are under audit as on the date of submission of the bid.

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

B. Technical:

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

Type of Bidder	One (1) similar supply* completed each with quantities not less than following in MT
Non MSE bidders	2,000
MSE bidders	1,700

#Definition of similar work:

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Similar work means successful supply of Biomass (Paddy straw, Sugarcane residue, etc) to any government institution or private entity.

For evaluation, the following shall be considered as a single job of similar supply during the specified period:

1. Supplies executed at multiple locations under a single Purchase Order.
2. Supplies executed at single or multiple locations under single or multiple Purchase Orders, provided the award has been made through a single bidding process.

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

Note: Criteria for prior experience and prior turnover (PQC) will be relaxed by 15% for Micro and Small Enterprises subject to meeting the prescribed quality and technical specification of the tendered items/services.

EVALUATION CRITERIA FOR START-UPS:

RELAXATION OF PRIOR EXPERIENCE FOR STARTUPS (AS DEFINED IN GAZETTE NOTIFICATION NO. DPE7/(4)/2007-Fin. DATED 08.11.2016 OF MINISTRY OF HEAVY INDUSTRIES & PUBLIC ENTERPRISES & OFFICE MEMORANDUM NO.: F.20/2/2014 PPD(pt.) Dated: 20.09.2016 & 25.07.2015) AS AMENDED FROM TIME TO TIME.

Developmental order for 10 % quantity will be reserved within the tender quantity for start-ups as per GOI Policy. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) formerly known as Department of Industrial Policy & Promotion. Prior experience as mentioned above in technical & financial criteria of BQC shall not be required for all Start-ups [whether Micro & Small Enterprises (MSEs) or otherwise] subject to their meeting the quality and technical specifications specified in tender document. For availing the relaxation, bidder is required to submit:

1. Requisite certificate towards Start-up enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce & Industry and the certificate should be certified by the Chartered Accountant (not being an employee or a director or not having any interest in the bidder's company/firm) and notary public with legible stamp. For start-up Entity Bidders shall upload their valid start up certificate issued by Department for Promotion of Industry and Internal Trade (DPIIT) formerly known as Department of Industrial Policy & Promotion.
2. Start-up companies have to complete and submit their technical bid which covers meeting up/ conforming technical criteria, General Terms & conditions, Special Terms & Conditions, and submitting the filled mandatory form & formats. Also, they

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have to fill & submit the price bid along with their technical bid to complete the bid submission process.

Please note, Start-up companies Technical Bid will be evaluated at per the Technical Bid submitted by the Non-Start-up Companies, other than the relaxation in EMD, BQC criteria. Not meeting up/ not conforming the Technical criteria, General Terms & conditions, Special Terms & Conditions etc, and non-submission of the filled mandatory form & formats in their Technical Bid, other than the relaxations mentioned above, will be recorded and those Technical Bids will be rejected, and those Start-up Companies will not be further considered for awarding of contract.

However, eligible Start-up Company's submitted Priced bid shall not be opened and rather rejected before opening of Priced bid, for generation of ranking sheet. Once the L1 party and rate is finalized, the same item-wise rates will be offered to the Start -up companies for acceptance. The PO will be placed for part quantity on the Start-up company subject to accepting the L1 price as per extant policy of HPCL.

1. For fulfilling technical criteria, following documents may be considered as valid proof for meeting the technical qualification:
 - a. Purchase Order copy along with Invoice(s) with self-certification by the bidder that supplies against the invoices have been executed.
 - b. Satisfactory Performance certificate issued by respective Buyer Organization for the above Orders should be uploaded with bid.

NOTE

It is mandatory to submit all duly filled Forms (Form 1 to Form 10) and checklist provided below along with the bid, in compliance with the following instructions:

1. Each form must be filled on the Bidder's official letterhead.
2. Each form must be duly signed and stamped by the competent authority.
3. Any alternative phrases/options provided within the forms must be clearly struck out if not applicable.
4. Do not change format.

Non-compliance with the above may lead to rejection of the bid.

Checklist of Documents to be Submitted with the Bid:

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Sr. No.	Documents to be submitted
1	Form 1: Bid Form (Covering Letter)
2	Form 2: Bidder Information
3	Form 3: Eligibility Declarations
4	Form 4: – Technical Specs Compliance & Deviations
5	Form 5: Qualification Criteria- Compliance
6	Form 6: Terms and Conditions- Compliance & Deviations
7	Form 7: Bid Security in Lieu of EMD
8	Form 8: Integrity Pact
9	Form 9: Declaration on GST
10	Form 10: Declaration on Relative of Director
11	Audited and notarised Balance Sheet and Profit & Loss Statements of last 3 Financial Years
12	Declaration regarding non-availability of financial statements of last financial year (if applicable) with justification – Self format.
13	Udyam Certificate (if applicable)
14	DPIIT Certificate (if applicable)
15	GST Registration Certificate
16	PAN Card
17	Integrity Pact
18	Latest GSTR1 and GSTR 3B
19	Power of Attorney- Self format
20	Please confirm quoted price is inclusive of GST. Specify percentage of GST considered in quoted price.
21	Other Technical Documents as mentioned in tender document

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Form 1: Bid Form (Covering Letter)

(To be submitted as part of Technical bid, along with supporting documents, if any on Bidder's Letter-head)

Bidder's Name _____

[Address and Contact Details]

Tender no.: _____

Sir/ Madam,

Having examined the above mentioned Tender Document, we, the undersigned, hereby submit/upload our Techno-commercial and Financial bid (Price Schedule) for the performance of Services and incidental Goods/ Works in conformity with the said Tender Documents.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Our Credentials:

- c) We are submitting this bid -
- on our behalf, and there are no agents/ dealers involved in this tender, and hence no agency agreement or payments/ commissions/ gratuity is involved. Our company law and taxation regulatory requirements and authorization for signatories and related documents are submitted in Form 2 (Bidder Information).
- d) We..... hereby certify that we are a firm of proven, established, and reputed Service Provider having Experience, past performance, Personnel, Machinery and Financial capability, with offices at -----.

2) Our Eligibility and Qualifications to participate

We comply with all the eligibility criteria stipulated in this Tender Document, and the relevant declarations are made along with documents in Form 3 of this bid-form. We fully meet the qualification criteria stipulated in this Tender Document, and the relevant details are submitted along with documents in Form 5: 'Qualification Criteria - Compliance'.

3) Our Bid to deliver Services:

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted Form 4: 'Performance Standards and Quality Assurance - Compliance'.

4) Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Price-Schedule. It is hereby confirmed that the prices quoted therein by us are:

- (a) based on terms of delivery as per tender and
- (b) inclusive of: all taxes, duties and the cost of all incidental Goods/ Works considered necessary to make the proposal self-contained and complete and

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- (c) based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation to terms and mode of payment, our bid is liable to be rejected as nonresponsive, and
- (d) The prices in this offer have been arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:
 - i) those prices; or
 - ii) the intention to submit an offer; or
 - iii) the methods or factors used to calculate the prices offered.
- (e) The prices in this offer have neither been nor shall be knowingly disclosed by us, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

5) Affirmation to terms and conditions of the Tender Document:

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form 6: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Conciliation clauses as given in the Tender Document.

6) Bid Security

We have submitted Bid Security (EMD) in stipulated format vide Form 7: 'Documents Relating to bid security'.

OR

We are exempt from submission of EMD. Bid Security Declaration has been submitted.

(Please strike out sentences/ phrases not applicable to you)

7) Abiding by the Bid Validity

We agree to keep our bid valid for acceptance for a period upto 120 days / 90 days, as required in the Tender Document, or for a subsequently extended period, if any, agreed to by us, and are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

8) Non-tampering of Downloaded Tender Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realise that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical bid are valid, true, and correct to the best of our knowledge and belief. If any dispute arises related to the validity and truthfulness of such documents/ affidavits/ undertakings, we shall be responsible for the same. Upon accepting our Financial bid, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

9) A Binding Contract:

We further confirm that, if our bid is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that,

**SUPPLY OF BALED PADDY STRAW FOR
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until a formal Contract is signed or issued, this bid, together with your written Letter of Award, shall constitute a binding contract between us.

10) Performance Guarantee and Signing the contract

We further confirm that, if our bid is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, the Procuring Entity has the right to avail any or all punitive actions laid down in this regard, stipulated in the Tender Document.

11) Signatories:

We confirm that we are duly authorized to submit this bid and make commitments on behalf of the Bidder. **Supporting documents are annexed herewith.** We acknowledge that our digital/digitized signature is valid and legally binding.

12) Rights of the Procuring Entity to Reject bid(s):

We further understand that you are not bound to accept the lowest or any bid you may receive against your above-referred Tender Document.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

**SUPPLY OF BALED PADDY STRAW FOR
COMPRESSED BIOGAS PLANT AT BUDAUN, UTTAR PRADESH**

Form 2: Bidder Information

(To be submitted as part of Technical bid on Company Letter-head along with supporting documents, if any)

Bidder's Name _____

[Address and Contact Details]

Tender no.:

Note: Bidder shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

5) Bidder/ Contractor particulars:

Name of the Company:

Corporate Identity No. (CIN):

Registration, if any, with HPCL:

GeM Supplier ID (if registered with GeM, it is mandatory at the time of placement of Contract)

Place of Registration/ Principal place of business

Complete Postal Address:

Pin code/ ZIP code:

Telephone nos. (with country/ area codes):

Mobile Nos.: (with country/ area codes):

Contact persons/ Designation:

Email IDs:

6) Taxation Registrations:

e) PAN number:

f) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):

g) GSTIN number: in Contractor and Service Site States

h) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose:

i) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

7) Trade Registrations and Licences

We have the following registrations/ licences required for the performance of this Service (tick as applicable). Authenticated copies of these are enclosed herewith:

- EPF
- ESI
- Labour Licence
- Private Security Agency under relevant Act
- Any other required

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8) Authorization of Person(s) signing the bid on behalf of the Bidder

- j) Full Name: _____
- k) Designation: _____
- l) Signing as:
- A sole proprietorship firm. The person signing the bid is the sole proprietor/ constituted attorney of the sole proprietor,
- A partnership firm. The person signing the bid is duly authorized being a partner to do so, under the partnership agreement or the general power of attorney,
- A company. The person signing the bid is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by Memorandum of Association.
- A Society. The person signing the bid is the constituted attorney.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

9) Bidder's Authorized Representative Information

- a) Name:
- b) Address:
- c) Telephone/ Mobile numbers:
- d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

[name & address of Bidder and seal of company]

**SUPPLY OF BALED PADDY STRAW FOR
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Form 3: Eligibility Declarations

(To be submitted as part of Technical bid on Company Letter-head along with supporting documents, if any)

Bidder's Name_____

[Address and Contact Details]

Tender no.: _____

(Please tick appropriate boxes or cross out any declaration not applicable to the bidder)

We hereby confirm that we comply with all the stipulations of NIT-clause 3 and ITB-clause 3.2 and declare as under and shall provide evidence of our continued eligibility to the Procuring Entity as may be requested:

Legal Entity of Bidder:_____

Bidder/ Agent Status:_____

We solemnly declare that we (including our affiliates or subsidiaries or constituents):

(a) are not insolvent, in receivership, bankrupt or being wound up, not have our affairs administered by a court or a judicial officer, not have our business activities suspended and are not the subject of legal proceedings for any of these reasons;

(b) (including our Contractors/ subcontractors for any part of the contract):

i. Do not stand declared ineligible/ blacklisted/ banned/ debarred by HPCL or Ministry/ Department from participation in its Tender Processes; and/ or

ii. Are not convicted (within three years preceding the last date of bid submission) or stand declared ineligible/ suspended/ blacklisted/ banned/ debarred by appropriate agencies of Government of India, Quasi-Government Agencies or PSUs from participation in Tender Processes of all of its entities, for offences mentioned in Tender Document in this regard. We have neither changed our name nor created a new "Allied Firm", consequent to the above disqualifications.

Note: If a bidder has been banned by any Government or Quasi Government Agencies or Public Sector Undertakings, this fact must be clearly stated with details. If this declaration is not given along with the UNPRICED Bid, the tender will be rejected as non-responsive.

(c) do not have any association (as bidder/ partner/ Director/ employee in any capacity) with such retired public official or near relations of such officials of HPCL, unless counter-indicated, in the Tender Document in Form 10.

(d) certify that we fulfil any other additional eligibility condition if prescribed in Tender Document.

(e) have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.

Restrictions on procurement from bidders from a country or countries, or a class of countries under Rule 144 (xi) of the General Financial Rules 2017:

"We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

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we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;

we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

MSME Status:

Having read and understood the Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 (as amended and revised till date), and solemnly declare the following:

- a) We are - **Micro/ Small/ Medium Enterprise/ SSI/ Govt. Deptt. /PSU/ Others:.....**
- b) We attach herewith, Udyam Registration Certificate with the Udyam Registration Number as proof of our being MSE registered on the Udyam Registration Portal. The certificate is the latest up to the deadline for submission of the bid.
- c) Whether Proprietor/ Partner belongs to SC/ ST or Women category. **(Please specify names and percentage of shares held by SC/ ST Partners):.....**

Start-up Status

We confirm that we **are/ are not** a Start-up entity as per the definition of the Department of Promotion of Industrial and Internal Trade – DPIIT.

Make in India Status:

Having read and understood the Public Procurement (Preference to Make in India PPP - MII) Order, 2017 (as amended and revised till date) and related notifications from the relevant Nodal Ministry/ Department, and solemnly declare the following:

m) Self-Certification for the category of suppliers:

(Provide a certificate from statutory auditors/ cost accountant in case of Tenders above Rs 10 Crore for Class-I or Class-II Local Suppliers). Details of local content and location(s) at which value addition is made are as follows:

Local Content and %age	
Location(s) of value addition	

Therefore, we certify that we qualify for the following category of the supplier **(tick the appropriate category):**

- Class-I Local Supplier/
- Class-II Local Supplier/
- Non-Local Supplier.

n) We also declare that.

- There is no country whose bidders have been notified as ineligible on a reciprocal basis under this order for the offered Services, or
- We do not belong to any Country whose bidders are notified as ineligible on a reciprocal basis under this order for the offered Services.

Self Declaration of details of other HPCL Vendors

We hereby declare that – **(strikeout whichever is not applicable)**

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- a) We do not have any other HPCL vendor who are closely related to us / from the same family unit
- b) We have the following HPCL vendor(s) who are closely related to us / from the same family unit

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any wrong or misleading self-declaration would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

I/We further undertake, that if it is found during the tender stage (before accepting our bid/placement of Purchase Order by HPCL) that any information or document furnished/submitted by us is false or incorrect, then we agree that HPCL shall be free to reject our tender/ bid. If the same is found to be false or incorrect during any stage after accepting of our bid/ placement of Purchase Order, then HPCL shall have the right to summarily cancel our tender and procure the balance quantity from any alternate source. HPCL shall have the right to recover the differential amount between the rates of our contract and the rates at which HPCL is compelled to procure from the alternate source, if the latter rate is higher. To this effect, the recovery can be made by HPCL by encashing any bank guarantee that we may have submitted or from any pending bills under this contract or any other contract with HPCL. Further HPCL shall be at liberty to take any appropriate action as deemed fit in such an eventuality.

I/we further undertake as and when called upon by Hindustan Petroleum Corporation Limited, to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
.....
[name & address of Bidder and seal of company]

**SUPPLY OF BALED PADDY STRAW FOR
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Form 4: – Technical Specs Compliance & Deviations

(To be submitted as part of Technical bid on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

Tender no.:_____

Note to Bidders: Also highlight deviations from Section VII: Performance and Quality Assurance requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Performance Standards and Quality Assurance Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Performance Standards and Quality Assurance requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognised and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

**SUPPLY OF BALED PADDY STRAW FOR
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Form 5: Qualification Criteria- Compliance

(To be submitted as part of Technical bid along with supporting documents, if any, on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

Tender no.: _____

Note to Bidder: Furnish stipulated documents in support of the fulfilment of qualifying criteria. Non-submission or incomplete submission of documents may lead to rejection of the bid as nonresponsive

Contracting Entity – Name and Address	Contract Title, Number and Date	Role in Contract	The total value of the order	Status as on date ----

Annual Turnover Data for the Last Three (3) Years (Services only)	
Year	Turnover Amount
Average Annual Turnover	

Documents Attached supporting the compliance to qualification criteria:

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Sr	Document Attached, duly filled, signed, and copies self-attested
1	
2	
3	

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
[name & address of Bidder and seal of company]

**SUPPLY OF BALED PADDY STRAW FOR
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Form 6: Terms and Conditions- Compliance & Deviations

(To be submitted as part of Technical bid on Company Letter-head)

Bidder's Name _____

[Address and Contact Details]

Tender no.: _____

Note to Bidders: Fill-up this Form regarding Terms and Conditions in the Tender Document, maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub- clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognized and shall be null and void.

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign bid for and on behalf of

.....
.....
[name & address of Bidder and seal of company]

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Form 7: Bid Security in Lieu of EMD

Note: . Bidders exempted from submission of EMD are required to submit a Bid Securing Declaration In lieu of EMD on Company Letter-Head as part of Technical bid, in the following format.

Bid Securing Declaration

Bidder's Name_____

[Address and Contact Details]

Tender no.: _____

Sir/ Madam,

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we are liable to be suspended from being eligible for bidding in any tender of HPCL for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 10) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 11) being notified within the bid validity of the acceptance of our bid by the Procuring Entity:
 - (a) refuse to or fail to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
 - (b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
 - (a) of cancellation of the entire tender process or rejection of all bids or
 - (b) of the name of the successful bidder or
- 2) forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

..... (Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on day of [insert date of signing]

Place.....[insert place of signing]

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Form 8: Integrity Pact

(To be signed on Plain Paper, to be submitted as part of Technical bid, applicable if Bid value > Rs. 1 Cr.)

Tender Document No. Tend No./ xxxx; Tender Title: Non-consultancy Services

INTEGRITY PACT

Between

Hindustan Petroleum Corporation Limited (HPCL) hereinafter referred to as "The Buyer",

and

..... hereinafter referred to as
"The Bidder/ Seller/ Contractor"

Preamble

The Buyer intends to award, under laid down organizational procedures, contract for The Buyer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Bidder and / or Seller and / or Contractor.

In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with this Integrity Pact. The details of IEMs appointed by the Buyer are provided in the Tender Document.

In this Integrity Pact:-

- a) The term Bidder/ Seller/ Contractor shall mean the party submitting the bid (or, as the case maybe, who enters into a contract with Buyer);
- b) For the purposes of Section 5, the term "transgression" shall mean a wrong, violation or offence of the nature specified in Section 2 of this Pact.

Section 1 – Commitments of the Buyer

1. The Buyer commits itself to take all measures necessary to prevent corruption and observe the following principles: -
 - a) No employee of the Buyer, personally or through family members or intermediaries will, in connection with the tender or the execution of the contract, demand, take a promise for or accept, for self or any third person, any material or other benefit, which the person is not legally entitled to.
 - b) The Buyer will during the tender process treat all Bidder / Seller / Contractor with equality and reason. The Buyer will in particular, before and during the tender process, provide to all Bidders / Sellers / Contractors the same information and will not provide to any Bidder / Seller / Contractor confidential /

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additional information through which any Bidder / Seller / Contractor could obtain an advantage in relation to the tender process or the contract execution.

- c) The Buyer will exclude from the process all known prejudiced persons.
2. If the Buyer obtains information on the conduct of any of its employees, which is a criminal offense under the Indian Penal Code (IPC) or Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder/Seller/Contractor

1. The Bidder/Seller/Contractor commit themselves to take all measures necessary to prevent corruption. The Bidder/Seller/Contractor commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a) The Bidder/Seller/Contractor will not directly or through any other person or firm, offer, promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - b) The Bidder/Seller/Contractor will not enter into any undisclosed agreement or understanding with any other Bidders/Sellers/Contractors, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder/Seller/Contractor will not commit any offence under the relevant IPC/PC Act; further the Bidder/Seller/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder/Seller/Contractor of foreign origin shall disclose the name and address of the agents /representatives in India, if any. Similarly, the Bidder/Seller/Contractor of Indian Nationality shall furnish the name and the address of the foreign owner/ holding company, if any. All payments made to Indian agents/ representatives have to be in Indian Rupees only. If Bidder/Seller/ Contractor is an Agent, then either the Agent or the Principal can bid, but not both. No Bidder/ Seller / Contractor shall submit more than one bid. No Agent is permitted

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to represent more than one manufacturer either in this tender/subsequent/parallel tender for the same item.

- e) The Bidder/Seller/Contractor will when presenting its bid, disclose any and all payments made or which is committed to or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f) Bidder /Seller / Contractor who have signed IP shall not approach the Courts while representing the matter before the IEMs and shall await the decision of the IEMs in the matter.
2. The Bidder/Seller/Contractor will not instigate any third person to commit offences outlined above or be an accessory to such offences.

Section 3 -Disqualification from tender process and exclusion from future contracts, etc.

If the Bidder/Seller/Contractor, before award of contract or during its execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Buyer is entitled to take all or any one of the following actions: -

1. To disqualify the Bidder/ Seller/Contractor from the tender process. However, the tender process with other Bidders/Sellers/Contractors will continue.
2. To terminate the contract if already signed.
3. To debar the Bidder/Seller/Contractor from participating in other /future tenders of the buyer for an appropriate period of time as per Buyer's guidelines.
4. To inform its CVO in case of acts constituting corruption or take any other action.

Section 4 -Compensation for Damages

1. If the Buyer has disqualified the Bidder/Seller/Contractor from the tender process prior to the award of contract according to Section 3, the Buyer is entitled to forfeit, demand and/or recover from Bidder/Seller/Contractor, damages equivalent to the Earnest Money Deposit/ Bid Security.
2. If the Buyer has terminated or is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Bidder/Seller/Contractor liquidated damages equivalent to Performance Bank Guarantee, unless stipulated otherwise elsewhere in the Contract.

Section 5 – Previous transgression

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1. The Bidder / Seller / Contractor declares that no previous transgressions have occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India or Government of India, that could justify his exclusion from the tender process.
2. If a previous transgression has occurred or if the Bidder/ Seller/ Contractor makes any incorrect statement on this subject, he can be disqualified from the tender process or contract terminated and further action can be taken as per the procedure mentioned in "Guidelines for Holiday Listing (Banning of business dealing)". The link for the Guidelines is given in the tender documents.

Section 6 – Equal treatment of all Bidders / Sellers / Contractors

1. In case of sub-contracting, the Bidder/ Seller/ Contractor shall take the responsibility of the adoption of the Integrity Pact by the sub-contractor.
2. The Buyer will enter into Integrity Pact with identical conditions as this one with all Bidders /Sellers/ Contractors.
3. The Buyer will disqualify from the tender process all Bidders / Sellers/ Contractors who do not sign this Pact or violate its provisions.

Section 7 – Independent External Monitor

1. The Buyer has appointed competent and credible Independent External Monitors (IEMs) for this Pact after approval by Central Vigilance Commission. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under the Integrity Pact.
2. The Monitors are not subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors shall have the right to access all contract documents whenever required. It will be obligatory for him/ her to treat the information and documents of the BIDDER/ SELLER/CONTRACTOR, as confidential.
3. The Bidder/ Seller/ Contractor accepts that the Monitors have the right to access without restriction to all project documentation of the Buyer including that provided by the Bidder/ Seller/ Contractor. The Bidder/ Seller/Contractor will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sellers/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitors shall have no Conflict of Interest while dealing with any case or with any party.

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If any conflict arises, then that Monitor shall inform the C&MD of Buyer and recuse himself from that case/ matter.

5. The Buyer will provide to Monitors sufficient information about all meetings related to any complaint of violation of Integrity Pact and arrange for necessary facilities for smooth conduct of the meetings of the Monitors.
6. As soon as the Monitor notices or believes to notice, a violation of this agreement, he/she will so inform the C&MD of the Buyer and request Management to discontinue or take corrective action, or take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit the written report to the C&MD of Buyer within 30 days from the date of reference or information to them by the Buyer.
8. If the Monitors have reported to the C&MD of Buyer a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Buyer has not within a reasonable period of time taken action to proceed against such offence or report it to its CVO, the Monitor may also transmit this information directly to the Central Vigilance Commission.
9. The word 'Monitor' would include both singular and plural.

Section 8 – Pact Duration

The Integrity Pact shall come into force and be valid from the date it is signed by the BIDDER/ SELLER/ CONTRACTOR and shall remain valid up to 12 months after the last payment to the contractor. In case any BIDDER / SELLER /CONTRACTOR is unsuccessful, the Integrity Pact for such Bidder/Seller/Contractor shall expire after 6 months following the date of placement of Contract/ PO on the successful Bidder/Seller/Contractor.

If any claim of violation of the Integrity Pact is made/ lodged during the validity period, the same shall be binding and continue to be valid, even after the period stipulated above, unless discharged/ determined by Buyer.

Section 9 – Other provisions

1. The Integrity Pact is subject to Indian Law. The place of performance and jurisdiction of courts shall be in India. The Arbitration Clause in the main tender document/ contract shall not be applicable to any issue/ dispute arising out of or in relation to the Integrity Pact.
2. The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may be taken in accordance with the provisions of the extant law in force relating to contracts or any civil or criminal proceedings.

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3. If the BIDDER/SELLER/CONTRACTOR is a Joint Venture /partnership/consortium, the Integrity Pact must be signed by authorized personnel of each of the partners or consortium members.
4. The signatories are duly authorized to sign and bind the Buyer/ Bidder/ Contractor/ Seller. Any amendment to the Integrity Pact will be made only by a written agreement between the Parties.
5. Issues like Warranty/ Guarantee etc. shall be outside the purview of the Independent External Monitors.
6. References to singular includes the plural and vice versa. References to "them" or "themselves" shall include a reference to "it" or "itself" and vice versa.
7. Should one or several provisions of this agreement turn out to be invalid, the remainder provisions of this agreement remains valid. In this case, the parties will strive to come to an agreement as to their original intentions. This Pact shall have precedence over the Tender/ Contract document with regard to any of the provisions covered under this Pact.

HPCL

For and on behalf of the Buyer

Document signed

CATEGORY HEAD

GM – Category Management- CPO

For and on behalf of the Bidder/

Seller/Contractor

Date:

Name:

Designation:

Seal/ Stamp

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. The list of Independent External Monitors (IEMs) are displayed on the HPCL website www.hindustanpetroleum.com and also in the NIT to this tender.

Form 9: Declaration on GST

(The following declarations should be typed on the letter head of the tenderer and should be duly signed by an authorized signatory clearly stating the name and designation of the signatory)

DECLARATION ON GST

Payment of GST and filing of GST Returns to enable Hindustan Petroleum Corporation Limited to avail Input Tax Credit (ITC) correctly

With reference to Payment of GST & filing GST Returns for availing Input Tax Credit (ITC) by HPCL as per GST provisions for the Invoices raised by us, we hereby declare as follows:

- (1) We have disclosed all the facts relating to our Firm / Company to M/s Hindustan Petroleum Corporation Limited.
- (2) We hereby declare that we have agreed to pay GST to the respective GST Authorities. In this connection, we hereby agree to furnish to you proof of payment of GST.
- (3) We hereby declare that we will file GST Returns as per GST provisions. In this connection, we hereby agree and undertake to furnish you proof of electronically filed GST Returns.
- (4) We hereby agree as under:-
 - i. We will be fully responsible for complying with the GST provisions to enable HPCL to take Input Tax Credit. In case, HPCL is not able to take Input Tax Credit due to any non compliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)
 - ii. In case of rejection of ITC by the concerned Tax Authority, for non filing of GST or non-payment of GST amount by us or for any other reasons attributable to us, we hereby agree to indemnify Hindustan Petroleum Corporation Limited in full against all the loss including consequences, liabilities of any kind whatsoever, directly arising from denial of ITC including interest and penalty.

We hereby agree and confirm that –

any breach of the above declaration shall be construed as breach of the terms and conditions w.r.t. GST and Hindustan Petroleum Corporation Limited shall be at liberty to take necessary action like Holiday listing (banning of Business dealings) and/or recovering of amounts mentioned in para 4 (ii) above, from:

- a) any of our Bank Guarantee executed in your favour, if any,
- b) Retention / Security Deposit paid for any of your work, if any or

c) Other unpaid invoices, if any raised by us on Hindustan Petroleum Corporation Limited

Name of Bidder _____

Signature & Seal of Bidder _____

Form 10: Declaration on Relative of Director

The Tenderer is required to state whether he/ she is a relative of any Director of the HPC or the tenderer is a firm in which Director of HPC or his relative is a partner or is any other partner of such a firm or alternatively the Tenderer is a private company in which Director of HPC is member or Director, (the list of relative(s) for this purpose is given below)

N.B: Strike off whichever is not applicable. If the tenderer employs any person subsequent to signing the above declaration and the employee so appointed happens to be relative of the Officer of the HPC/ Central/ State Government, the tenderer should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of the HPC/ Central/State Government.

Date: _____ Name: _____

Place: _____ Designation: _____

LIST OF RELATIVES

A person shall be deemed to be a relative of another, if any and only if,

- i) He / She / They are members of Hindu Undivided family or
- ii) He / She / They are Husband & Wife or
- iii) The one is related to the other in the manner indicated below.

- | | |
|---------------------------------------|--------------------------------------|
| 1. Father | 12. Son's Daughter |
| 2. Mother (including Step Mother) | 13. Son's Daughter's Husband |
| 3. Son (including Step Son) | 14. Daughter's Husband |
| 4. Son's Wife | 15. Daughter's Son |
| 5. Daughter (including Step Daughter) | 16. Daughter's Son's Wife |
| 6. Father's Father | 17. Daughter's Daughter |
| 7. Father's Mother | 18. Daughter's Daughter's Husband |
| 8. Mother's Mother | 19. Brother (including Step Brother) |
| 9. Mother's Father | 20. Brother's Wife |
| 10. Son's Son | 21. Sister (including Step Sister) |
| 11. Son's Son's Wife | 22. Sister's Husband |

FORMATS

Format 1: Bank Guarantee Format for Performance Security

Format 1.1: Composite Bank Guarantee for Security Deposit/Retention Money/Performance Guarantee

(On Non-Judicial stamp paper of appropriate value)

To: Hindustan Petroleum Corporation Limited

(Respective address)

IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED, a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The Corporation" (which expression shall include its successor in business and assigns) having placed an order on Messers a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the supplier" (which expression shall include executors, administrators and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed:

- a. not to insist upon immediate payment of Security deposit for the fulfilment and performance of the said order.
 - b. to pay "the supplier" as and by way of advance upto a sum of Rupees NIL (Rupees NIL only) being NIL % of the value of "the order";
 - c. that "the supplier" shall furnish a security for the performance of "the supplier's" obligations and/or discharge of "the supplier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the supplier" to accept a composite Bank Guarantee for the mobilization advance, security deposit, retention money and performance guarantee
1. We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the supplier" hereby agree to pay to "the Corporation" without any demur on first demand an amount not exceeding Rs./- (Rupees. only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non performance and fulfilment or for any breach on the part of "the supplier" of any of the terms and conditions of the said "order".
 2. We, Bank further agree that "the Corporation" shall be sole judge whether the said "Supplier" has failed to perform or fulfill the said "order" in terms thereof or committed breach of any terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in the favour of "the Corporation" all the rights and defenses to which we as guarantors and/or "the Supplier" may be entitled to.
 3. We, Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded first demand and without any demur notwithstanding dispute raised by "the Supplier" or any suit or other legal proceedings including arbitration or conciliation pending before any court,

tribunal or arbitrator or conciliator(s) relating thereto, our liability under this guarantee being absolute and unconditional.

4. We, Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "order"/or to extend time of performance by "the Supplier" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Supplier" and to forbear to enforce any of the terms and conditions relating to "the order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Supplier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Supplier" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
5. However, it has been agreed between "the Supplier" and "the Corporation" that there shall be only one Composite Bank Guarantee for both the advance and security deposit performance guarantee/Retention Money @ of 5% (i.e. Rs..... Rs. only) valid till the end of the defects liability period as per the terms of the P.O. No..... dated..... . This guarantee automatically, shall stands valid to words 5% (i.e.Rs./- Rupees only) retention money/defects liability, fully valid in all respects unto a further period of **3 (three)** months i.e. upto, as per the Purchase Order of "the Corporation".
6. Notwithstanding anything contained herein above:
 - i. Our liability under this guarantee shall not exceed Rs. /-(Rs..... only)
 - ii. This Bank Guarantee shall be valid upto
 - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of 30 days from the date of expiry of this guarantee.
7. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.
8. We, Bank lastly agree that "the Bank"'s liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".
9. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Supplier" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on this

day of

For Bank

(by its constituted attorney)

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

Format 1.2: Bank Guarantee in lieu of Earnest Money Deposit

(On Non-Judicial stamp paper of ₹. 100/-)

TO : Hindustan Petroleum Corporation Limited

(Address as applicable)

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

We, _____ Bank having office at _____ (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the Tenderer" hereby agree to pay to the Corporation without any demur on first demand an amount not exceeding ₹. _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non performance and fulfilment or for any breach on the part of "the Tenderer" of any of the terms and conditions of the said "tender".

We, _____ Bank further agree that "the Corporation" shall be sole Judge whether the said "Tenderer" has failed to perform or fulfill the said "tender" in terms thereof or committed breach of any of the terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in favor of "the Corporation" all the rights and defences to which we as guarantors and/or "the Tenderer" may be entitled to.

We, . _____ Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to the Bank's liability to pay and the amount demanded and "the Bank" to undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Tenderer" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

We, _____ Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "tender" or to extend time of performance by "The Tenderer" from time to time or postpone for any time to time any of the powers exercisable by "the Corporation" against "the Tenderer" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the

tenderer" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

Notwithstanding anything hereinbefore contained, our liability under this Guarantee is restricted to ₹. _____ (Rupees _____ only). Our liability under this guarantee shall remain in force until expiration of nine months from the due date of opening of the said "tender". Unless a demand or claim under this guarantee is made on us in writing within said period, that is, on or before _____ all rights of "the Corporation" under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

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

We, _____ Bank lastly agree that "the Bank" 's liability under this guarantee shall not be affected by any change in the constitution of "the Tenderer". 8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on

this _____ day of _____

For _____ Bank

(by its constituted attorney)

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

Format 1.3: No Claim Certificate

(On company Letter-head)

Contractor's Name_____

[Address and Contact Details]

Contractor's Reference No._____ Date.....

To

Head of Procurement
Central Procurement Organization
Hindustan Petroleum Corporation Limited
A Wing, 9th Floor, Marathon Futurex Building
N M Joshi Marg, Lower Parel
Mumbai – 400013, Maharashtra , India

No Claim Certificate

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of Rs. (Rupees _____ only) as final
settlement due to us for the supply of
under the abovementioned contract agreement.

We have received all the amounts payable to us with this payment and have no outstanding
dispute of any description whatsoever regarding the amounts worked out as payable to us and
received by us.

We hereby unconditionally and without any reservation whatsoever, certify that we shall
have no further claim whatsoever, of any description, on any account, against the Procuring
Entity, under contract above. We shall continue to be bound by the terms and conditions of
the contract agreement regarding its performance.

Yours faithfully,

Signatures of contractor or
officer authorised to sign the contract documents.
on behalf of the contractor

(company Seal)

Date:_____

Place:_____



Supply of Biomass for CBG plant at UP



HINDUSTAN PETROLEUM
CORPORATION LIMITED
(A GOVERNMENT OF INDIA ENTERPRISE)

**TENDER DOCUMENT
FOR
SUPPLY OF BALED PADDY STRAW
FOR
COMPRESSED BIOGAS PLANT AT BUDAUN, UTTAR PRADESH**

DETAILED NOTICE FOR INVITATION FOR BIDS



Supply of Biomass for CBG plant at UP

UNDER PUBLIC-DOMESTIC COMPETITIVE BIDDING FOR SUPPLY OF BALED PADDY STRAW FOR THE PROPOSED COMPRESSED BIOGAS PLANT AT BUDAUN, UTTAR PRADESH

1. INTRODUCTION:

HPCL is having an operating Compressed Biogas (CBG) Plant at Village Sainjani, Tehsil Dataganj, Budaun district, UP for production of Compressed Bio Gas using rice straw.

This tender is being floated for procurement of 5,000 MT of biomass (paddy straw) for CBG plant.

CBG Budaun plant Location:

Address	Sainjani Village, Budaun District, Uttar Pradesh Pin code- 243635
Coordinates	Latitude: 27°57'24.26"N Longitude: 79°19'37.69"E
Nearest Railway station	Budaun railway station, around 20 km
Nearest Airport	Bareilly Airport, around 81.1 km
Nearest highway	National highway is NH-93 (Moradabad-Farrukhabad Marg), around 8.9 km from site

2.0 SCOPE OF WORK

Hindustan Petroleum Corporation Limited (HPCL), hereinafter referred to as the “Owner”, invites online bids from eligible Biomass Supplier(s) for the **supply of biomass feedstock (Paddy Straw) on call-up basis** for HPCL’s proposed CBG Plant at Budaun.

Scope of Work: The scope of work shall include, but not be limited to, the following:

- Aggregation of Biomass:** Cutting, raking, and baling of paddy straw in the bale size as specified in the tender documents from farmers’ fields.
- Storage:** Storage of baled biomass at the bidder’s storage yards until call-ups are not received from the Owner.
- Logistics & Handling:** Upon receiving call-ups, loading, transportation, unloading, and stacking of baled biomass at HPCL’s milling area ,CBG Plant, Budaun, strictly as per advise by HPCL LIC.
- Risk & Liabilities:** All risks, liabilities, compliances, and statutory approvals associated with the above activities shall lie solely within the scope of the bidder.

Biomass quantities to be supplied from Jan 2026 and March 2026 is 5,000 MT

It is advised that all consignments to reach at plant gate from 8 AM to 6 PM. Consignment reporting after 6 PM shall be allowed entry and would be unloaded on next working day.



Supply of Biomass for CBG plant at UP

Quantity Splitting: No quantity splitting and full quantities to be placed on single vendor.

Bid Evaluation and price bid opening: The bidder quoting the lowest evaluated price after negotiations shall be declared as L1. Price Bid of technically qualified bidders shall be opened only.

Note: Basis actual operations at CBG Budaun plant, vendor wise daily/weekly Indent of quantity required to be supplied shall be intimated to successful bidders at least 3 days in advance.

4.0 Completion period: Full quantities to be supplied from Jan 2025 to March 2025.

5.0 TECHNICAL REQUIREMENT OF BALED PADDY STRAW:

The Baled paddy straw should be complying with following technical specifications:

- i) **Weight of the bale:** Permissible weight per bale is approx. 20-25 kgs. Bale size shall be verified by random physical measurement by HPCL's representative.
- ii) **Bale Size:** - Consignment/ load not meeting the specified dimensions of bales for rectangular/round bales as per dimensions mentioned in tender documents will be rejected. Bale size shall be reviewed on random physical measurement by HPCL's representative.
- iii) **Total Moisture (TM) contents of Baled paddy straw:**
 - a.Up to 20% - accepted without any weight reduction or payment reduction
 - b.More than 20.1% but less than or equal to 30% : - Amount equal to the weight of the excess moisture (More than 20.1% but less than or equal to 30%) content will be deducted as per the given formula, from the running bills.
 - c.More than 30.1% : Consignment/ load will be rejected.
- iv) **Stacking of bales:** layout for stacking of biomass in the hopper area of milling section of CBG plant shall be shared by HPCL with successful bidders only. The unloading & stacking shall be in the scope of bidder.

Total moisture content (w/w %): For each consignment (each load dispatched through single tractor trolley/truck trailer), the moisture in the rice straw bales shall be checked for quality in two stages:

Stage I: Acceptance or Rejection of Consignment by Moisture meter (Instantaneous reading before unloading:

1. The moisture content in the Baled Paddy Straw will be checked first at entry point of Plant with the help of handheld Moisture Meter.
2. Each consignment will be tested for moisture content on random sampling basis.
3. Consignment with permissible limits of moisture upto 30% shall only be allowed to enter the plant premises.
4. Consignment with moisture content more than 30% shall be out rightly rejected, and barred from entering into the plant premises.



Supply of Biomass for CBG plant at UP

Bidders shall make their own arrangements for handling/disposal of rejected lot with no cost to HPCL. No payment, of any kind shall be made for this rejected lot/ activity.

Stage-II: Determination of exact moisture through sample testing in laboratory:

- i) At the time of weighment, random samples would be taken from the consignment by using a tong to prepare a representative sample which would be tested in the Lab for moisture content. Total moisture content will be determined by Laboratory Analytical Procedure (LAP) as per latest applicable guidelines.

HPCL shall carry out the sampling and analysis of Baled paddy straw at HPCL CBG plant/ outside approved Lab as per the provisions of relevant standards or methodology, at its discretion. Bidder's representative may witness the process of preparation of representative sample. The lab report with respect to Moisture content will be final and binding on the Bidder, for billing and all other purposes.

Notwithstanding the paddy straw specifications mentioned here in the tender, the Authorized representative of HPCL may reject and return any such consignment/load which carries rotten, degraded, quality deteriorated bales based on physical observations. HPCL also reserves the right of carrying out post receipt checks including testing and chemical analysis of baled paddy straw through outside agencies as well as in HPCL's own laboratories. Cost of any such testing from outside agencies shall be borne by HPCL. Based on the outcome of such post receipt checks/testing results, if any fraudulent practices are observed on part of supplies, HPCL at sole discretion would take appropriate actions including barring/holiday listing of bidders, which would be binding on bidder.

9.0 WEIGHING AND RECEIPT METHODOLOGY:

The moisture content in the Baled Paddy Straw will be checked first at entry point of the Plant. Biomass consignment within the acceptable moisture content range will be allowed to next stage i.e. sampling and weighment. Biomass consignment not within the acceptable moisture content range will be rejected. Complete load will be barred from entry and no payment shall be made for the rejected load.

Bidders are advised to check the moisture content with hand held moisture meter for the biomass ready to upload and transportation to CBG plant for avoiding rejection of LOT at later stage due to higher moisture content (more than 30% as mentioned in tender documents). It shall be the supplier/agency/party responsibility to carry back the rejected consignment/load on his own cost and no payment shall be made against the same by HPCL.



Supply of Biomass for CBG plant at UP

Sample would be collected from accepted load and sent to the lab for establishing the final moisture content on the basis of which, net baled paddy straw weight would be worked out. The vehicle load after taking samples would be passed on for weighment.

The trailer loaded with bales shall be weighed on the HPCL's/ weighbridge inside the Plant at entry gate. After unloading the bales at the designated unloading points at hopper area, the empty vehicle shall move to weighbridge at the exit route for taking the tare weight.

The weighment shall be done in the presence of the supplier and HPCL's representative. Payment basis for consignment of Biomass received on actual basis:

Gross weight (Wg): The Gross weight is total weight of trolley/tractor + total weight of biomass.

Tare weight (Wt): The Tare weight is weight of empty trolley/tractor.

Net Biomass weight (Wn): The net biomass weight will be gross weight minus tare weight ($Wn = Wg - Wt$).

Actual % of moisture recorded by sample testing at lab shall be considered as follows:

- b) Moisture up to 20 % :- No reduction in Nett weight (Wn)
- c) Moisture more than 20.1 and up to 30:- With a reduction in weight, equivalent to the weight of moisture excess than the allowable 20%.

Net biomass shall be considered as follows for payment of biomass :

Net payable biomass (Wa) = $Wn * (100 - X) / 100$

Where (X) is excess moisture = Avg. Moisture % in bales as established through laboratory reports minus 20%

Note: It shall be the supplier/agency/party responsibility to carry back the rejected consignment/load on his own cost and no payment shall be made against the same by HPCL.

10.0 Methodology for Bale handling, loading/unloading and transportation:

Note: Successful bidder is advised to visit plant before commencement of actual supply to get the fair idea of vehicle requirement and to optimize the vehicle movement inside the plant and unloading area.

The methodology for handling the bales, loading, unloading, and transportation of vehicle are as below:

A. Bale handling, loading and unloading, transportation



Supply of Biomass for CBG plant at UP

- i) Weight of each bale: 20-30 kg
- ii) Size/ dimension of bale: (L x W x H): 36" x 18" x 14" (with +/- 1" in dimensions) for rectangular bales .
- iv) Trailer/trolley dimensions (W x L): minimum 7.5 ft. wide and length up to 26 ft.

B. Unloading Philosophy: Shall be done at hopper area of milling section. Cost of unloading shall be in the scope of bidder.

PAYMENT TERMS

Payment shall be made as per payment terms and conditions mentioned below:

1. Payment shall be based on Net biomass (baled paddy straw) weight.
2. Supplier has to raise invoice and submit BTS for it on weekly basis for Net biomass weight supplied during the week enclosing all the mandatory documents in support of each consignment delivered:
 - i) Duly acknowledged and certified delivery challan with weight slip from HPCL representative.
 - ii) Test report issued by the Plant laboratory with a mention of exact Moisture content through lab process.

Invoices shall be raised in 2 copies and shall be provided at CBG Budaun plant and disbursement office address mentioned in tender documents.

Payment shall be made by CPO-disbursement Office within 15 days after submission of Original Invoice(s) along with requisite enclosures as mentioned in above para along with system generated/approved BTS for it.

Notes:

1. The rejected consignment/load would be returned back and no payment on any account shall be made for the rejected consignment/load.
2. Weight slip should clearly indicate net, tare and gross weight of Tractor trolley or any vehicle loaded with biomass and received at plant gate and HPCL representative and consignment owner should jointly sign it.
3. Test report issued by the Plant laboratory with a mention of exact Moisture content through lab process should be an attachment to above mentioned documents.

Invoices shall be raised in 2 copies and shall be provided at CBG plant address:

CBG plant at Budaun:

To shri Sudhir Gupta (Location In charge)
Compressed Biogas (CBG) Plant at Village Sainjani,
Tehsil Dataganj, Budaun district, UP



Supply of Biomass for CBG plant at UP

In order to encourage and facilitate card / digital payments, in line with Office Memorandum of Ministry of Finance, Govt of India (F. No.-01/02/2015-Cy.II-Vol-V dtd 29th Feb, 2016) Vendor has to ensure all payments for supplies & Services are made in the form of e-Payment only, as per due dates, where ever applicable.

For successful bidders, the payment shall be made against the invoices received through Bill tracking system (BTS) and through e payment only.

PREAMBLE

1. The preamble is an integral part of the Schedule of Rates (SOR) and any definition and explanation given herein shall have as much force as though they are incorporated into the description of the item themselves in the Schedule of Rates.
2. All rates shall be in Indian Rupees (INR).
3. The price of Baled paddy straw shall remain fixed during the supply period.
4. The price variation shall not be applicable.
5. The **contract price** shall be inclusive of all applicable taxes and duties including Goods & Service Tax (GST).
6. Deduction shall also be made for GST TDS, if applicable, as per prevailing laws.
7. In case any activity though specifically not covered under Schedule of Rates (SOR) descriptions but the same is covered under the Conditions of Contract, Scope of Work and other contents of Bidding Document, no extra claim on this account shall be entertained. SOR is to be read in conjunction with all other documents forming part of the tender document.
8. The amount quoted in the Schedule of Rates shall be inclusive of all expenses related to this assignment including transportation, loading & unloading at bidder's facilities, labour costs, insurance, daily allowance, inspection cost, site visits, visit to company (s) & statutory offices etc. and including unloading and stacking cost at Plant' warehouse.
9. The quantities mentioned in the SOR are indicative and for the purpose of evaluation only. Payments shall be based on the actual quantity executed during contract period.
10. Price Bid shall be considered in the specified format only. Any change in the format may result in rejection of the offer without any reference whatsoever to the bidder.
11. Bidder is not permitted to insert any conditions / deviations / notes to the Schedule of Rates. Additional conditions / deviations / notes so inserted shall not be considered and shall be treated as null and void.

Signature & Seal of Bidder



Supply of Biomass for CBG plant at UP



Supply of Biomass for CBG plant at UP

SCHEDULE OF RATES (SOR) FOR BIDDERS

SL No.	ITEM DESCRIPTION	quantity indent	UNIT OF MEASUREMENT	AMOUNT (INR)	
				UNIT RATE	TOTAL AMOUNT
1	Supply of Paddy Straw in the bale form of standard size as specified in tender documents.	5,000 MT to single bidder	Metric Ton	Please do not quote your prices here. The table is just for indicative purpose. Prices to be quoted in the priced bid template only	



Supply of Biomass for CBG plant at UP

GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY

1. PRELIMINARY

- 1.1 This is a Contract for execution of job as defined in tender document at the specified location
- 1.2 The tenderer for the abovementioned supply is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned (digitally) is authorized to submit the bid on behalf of tenderer.
- 1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the job mentioned under item 1.1 above.
- 1.4 It is the clear understanding between Hindustan Petroleum Corporation Limited and the tenderer that in case the bid of tenderer is accepted by Hindustan Petroleum Corporation Limited and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.
- 1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Items shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.
- 1.6 Special conditions of Contract: The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/ Engineer-in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable.

It is the clear understanding that wherever it is mentioned that the Contractor shall do/perform a job and/or provide facilities for the performance of the job, the doing or the performance or the providing of the facilities is at the cost and expenses of the Contractor not liable to be paid or reimbursed by the Owner.

1.7 The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence

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 annexures

2. DEFINITIONS

- a. The following expressions used in the Purchase Order shall have meaning as indicated against each of these:
- b. The CORPORATION means HINDUSTAN PETROLEUM CORPORATION LIMITED, a company incorporated in India having its registered office at 17, Jamshedji Tata Road, Mumbai- 400 020 and shall include its successors and assignees.
- c. "Goods / Materials": Goods and/or Materials shall mean any of the articles, materials, machinery, equipments, supplies, drawings, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified to complete the order.
- d. "Vendor / Seller / Supplier": Vendor / Seller / Supplier shall mean the person, firm or corporation to whom this Purchase Order is issued.
- e. "Contractual Delivery Date": Contractual Delivery date is the date on which goods shall be delivered F.O.R/F.O.T. Despatching Point/ Destination in accordance with the terms of the Purchase Order. This contractual delivery date / period is inclusive of all the lead time for engineering, procurement of raw materials, manufacturing, inspection, testing, packing and any other activity whatsoever required to be accomplished for affecting the delivery at the agreed delivery point.
- f. "Inspectors": Inspectors deputed by Corporation.

- g. 'Total Order Value' means:-
- i. For Material Supply Contract: - The basic cost excluding taxes, duties, levies, freight etc. unless and until specifically mentioned in the purchase order.
 - ii. For Lump sum / Turnkey contract: - The total cost & all other cost inclusive of taxes, duties, levies, freight etc.
- h. 'Total Order Value' shall be considered for the purpose of calculation of:
1. Price reduction on account of delay
 2. Performance bank Guarantee Amount or Insurance Surety Bond towards Performance Security Amount
 3. Payment of advance, if any to be made.
- i. **Note:** - The total order for levy of Price Reduction on account of delay shall include all types of escalation (including on account of Foreign Exchange Variation) agreed to in terms of Purchase Order.

3. REFERENCE FOR DOCUMENTATION

Purchase Order number must appear on order confirmation, correspondence, drawings, invoices, shipping notes, packings and on any documents or papers connected with the order.

4. CONFIRMATION OF ORDER

The Vendor shall acknowledge the receipt of the Purchase Order within ten days following the mailing of this order and shall thereby confirm his acceptance of this Purchase Order in its entirety without exceptions. The acknowledgment will bear on both purchase order and General Procurement Conditions.

5. SALES CONDITIONS

With Vendor's acceptance of provisions of this Purchase Order, he waives and considers as cancelled any of his general sales conditions.

6. COMPLETE AGREEMENT

The terms and conditions of this Purchase Order shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of the Corporation and the Vendor.

7. INSPECTION-CHECKING-TESTING

- a. The equipment, materials and workmanship covered by the Purchase Order shall be subject to inspection and testing at any time prior to shipment and or despatch and to final inspection within a reasonable time after arrival at the place of delivery. Inspectors shall have the right to carry out the inspection and testing which will include the raw materials at manufacturer's shop, at fabricator's shop and at the time of actual despatch before and after completion of packing.

- b. All tests, mechanical and others and particularly those required by codes will be performed at the Vendor's expenses and in accordance with Inspector's instructions. The Vendor will also bear the expenses concerning preparation and rendering of tests required by Boiler Inspectorate or such other statutory testing agencies or by any other reputed inspection agencies as may be nominated by the Corporation.
- c. Before shipping or despatch, the equipment and or materials will have to be checked and stamped by inspectors who are authorized also to forbid the use and despatch of any equipment and/or materials which during tests and inspection fail to comply with the specifications, codes and testing requirements.
- d. The vendor shall inform the Corporation at least eight days in advance of the exact place, date and time of rendering the equipment or materials for required inspection.
- e. The vendor shall provide free access to inspectors during normal working hours at Vendor's or his/its sub-Vendor's works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.
- f. Even if the inspections and tests are fully carried out, Vendor would not be absolved to any degree from his responsibilities to ensure that all equipments and materials supplied comply strictly with requirements as per agreement both during construction, at the time of delivery, inspection, on arrival at site and after its erection or start-up and guarantee period as stipulated in clause 30 hereof.
- g. The Vendor's responsibility will not be lessened to any degree due to any comments made by the Corporation and Inspectors on the Vendor's drawings or by Inspectors witnessing any chemical or physical tests.
- h. In any case, the equipment and materials must be in strict accordance with the Purchase order and/or its attachments failing which the Corporation shall have the right to reject the goods and hold the Vendor liable for non-performance of contract.

8. OFFICIAL INSTITUTIONAL TESTING

- a. In addition to testing and inspection by Inspectors mentioned above, nominated agencies or similar institutional agencies like Boiler Inspectorate may be assigned for official testing of all coded equipment. The Vendor shall ensure that all Procedures for preparation and Performance of tests prescribed by such Institutions shall be completed scrupulously.
- b. The Vendor is required to send to such Institutions as may be designated by the Corporation at least three sets of construction drawings for each equipment and calculations. All manufacturer's mill's tests certificates and analytical reports from material laboratories in respect of all raw materials and components employed shall have to be presented to such institution's Inspectors in the number of copies required. Vendor shall be responsible for any delay in submission of necessary certificates. The Vendor shall maintain close liaison with the Corporation and Institution's Inspectors to maintain schedule and delay, if any in this process will not be taken into consideration as a cause of Force Majeure.

9. WEIGHTS AND MEASUREMENTS

- a. All weights and measurements recorded by the Corporation on receipt of goods at site will be treated as final.
- b. Vendor's shipping documents and invoices must contain the following data:
 - i Unit net weight
 - ii Unit gross weight (packing included)
 - iii Dimensions of packing.

10. DESPATCH INSTRUCTIONS

- a. Unless otherwise specifically advised in writing, goods shall not be despatched without prior inspection, testing and Release Order / Materials Acceptance Certificates issued by Inspectors.
- b. In case despatch by rail is specified in the Purchase Order, vendor shall exercise due care and ensure that the consignment shall be booked under appropriate railway classification, failing which, any additional freight incurred by Corporation due to Vendor's booking the material under a wrong classification shall be to Vendor's account.
- c. The goods shall be consigned in the name of consignee as applicable.
- d. Corporation's warehouse is open to receive stores between 9.00 A.M and 3 P.M on all working days. No goods will be accepted after 3.00 P.M.
- e. Corporation reserves the right to advise any change in despatching point / destination and / or mode of transport, as may be required. Any extra expenditure on this account supported by documentary evidence will be reimbursed by the Corporation.

11. OILS & LUBRICANTS

The first filling of oils and lubricants, if any, required for every equipment shall be included in the price and appropriate products manufactured by the Corporation (HPCL) shall be used. The Vendor shall also recommend the quality / quantity of oils and lubricants required for one year continuous operation.

12. SPAREPARTS

- a. The Vendor must furnish itemised price list of spare parts indicating quantity, unit rate & total rate required for two years operation of the main equipment and prime movers also, if mentioned in the tender.
- b. The Vendor shall provide the necessary cross sectional drawing to identify the spare parts numbers and their location as well as inter-changeability chart.

13. PACKING AND MARKING

- a. The Materials shall be suitably packed for safe transportation till receipt at site and should be commensurate with best possible practices of packing, unless specifically stipulated in the Technical specifications, to avoid any damage during transit.
- b. All fragile and exposed parts shall be packed carefully and the package shall bear the words 'HANDLE WITH CARE', 'THIS SIDE UP' and 'FRAGILE'.
- c. All holes and openings and also other delicate surfaces shall be carefully protected against bad weather. All threaded fittings shall be greased and provided with plastic caps. All small pieces shall be packed in cases.
- d. The Supplier shall be liable for all damages or breakage to the Materials due to defective or insufficient packing as well as for corrosion due to insufficient protection.
- e. Detailed packing list in waterproof envelope shall be kept in each package together with material and one copy of packing list shall be fastened outside the box in waterproof envelope.
- f. Each package shall be marked in bold letters on the external three surface of the package as follows:
 - i. From: Address of Supplier / Sub-supplier.
 - ii. For: Hindustan Petroleum Corporation Ltd. _____(location)
 - iii. Item:
 - iv. Package No. : _____ of total packages
 - v. Dimensions: (Dimensions of each package)
 - vi. Weight: (Weight of each package)
 - vii. Special Instruction for storage, if any.
 - viii. Special unloading arrangements, if required, shall be clearly mentioned in the Packing List.
 - ix. All packages containing the following items shall be packed separately as ordered and shall have additional clear marking for identification.
 1. Mandatory Spares.
 2. Commissioning Spares.

14. SHIPMENT AND SHIPMENT NOTICES

- a. The Vendor shall make shipment only after prior approval by Inspectors whenever specifically mentioned. In the event of the Vendor having been advised to hold shipments(s) for any reason whatsoever the Vendor shall hold the materials in his / its warehouse for at least 30 days without any compensation; or without prejudice to any reduction in price already accrued on account of delay.

- b. Within 24 hours of shipment, Vendor shall inform despatch particulars to Corporation by fax / courier / email.
- c. The Vendor shall carefully note the destination of materials.
- d. The demurrage or other expenses incurred owing to any negligence, delay, default on the part of the Vendor will be to Vendor's account.

15. CONTROL REGULATIONS

The supply, despatch and delivery of goods shall be arranged by the Vendor in strict conformity with the statutory regulations including provision of Industries (Development and Regulation) Act 1951 and any amendment thereof as applicable from time to time. The Corporation disowns any responsibility for any irregularity or contravention of any of the statutory regulations in manufacture or supply of the stores covered by this order.

16. TRANSIT RISK

Transit Risk insurance shall be covered by the Corporation. The Vendor shall advise the despatch particulars to Corporation immediately after shipment.

17. RESPECT FOR DELIVERY DATES.

Time of delivery as mentioned in the Purchase Order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Corporation. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order for their delivery.

18. PRICE REDUCTION FOR DELAYED DELIVERY

In case of delayed delivery, prices will be reduced @1/2% of the total basic order value for every week of delay or part thereof subject to a maximum of @5% of the total basic order value.

NOTE:

- a. Price Reduction shall be applicable only on the basic cost and on Full complete week (s) and for fractional days Price reduction shall be applicable on pro-rata, if any.
- b. Initially Price Reduction shall be applicable for total basic order value and final Price Reduction settlement to be on undelivered portion in the contractual delivery period.

19. FORCE MAJEURE

Circumstances leading to force majeure

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

- (c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- **Notification of Force Majeure**

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

- **Right of either party to terminate**

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty-five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

- **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 has no entitlement and Owner 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.

20. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT

- a. In case the testing and inspection at any stage by Inspectors reveal the equipment, material and workmanship do not comply with specification and requirements, the same shall be removed by the Vendor at their / its own expense and risk within the time allowed by the

Corporation. The Corporation shall be at liberty to dispose of such rejected goods in such manner as they may think appropriate. In the event the Vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the Corporation for such disposal shall be to the account of the Vendor. The freight paid by the Corporation, if any, on the inward journey of the rejected materials shall be reimbursed by the Vendor to the Corporation before the rejected materials are removed by the Vendor.

- b. The Vendor will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the Corporation. The time taken for replacement in such event will not be added to the contractual delivery period.

21. TRANSFER OF PROPERTY FROM THE VENDOR TO THE CORPORATION

- a. The transfer of property shall be deemed to have taken place as follows subject to the provisions herein contained:
 - i. Exworks: when the vendor places the goods at the disposal of the buyer at the vendor's premises or another named place (i.e. works, factory, warehouse, etc.)
 - ii. F.O.R. or F.O.T despatch point: On handing over the equipment to the carrier against receipt and such receipt having been passed over to the Corporation.
 - iii. FOT / FOR destination station: On taking delivery from the transporters/railways at the destination station.
 - iv. Equipment sent freight carriage paid to the project Site: On arrival under lifting hook at the job site.
 - v. Equipment erected by the Vendor: On temporary acceptance at job site.
 - vi. Equipment commissioned by the Vendor: On taking over by the Corporation for regular operation after test runs at maximum capacity for specified period satisfactorily performed.

22. PRICE

- a. Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.
- b. Price shall be exclusive of GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess, which are leivable by law on sale of finished goods to Corporation. The nature and extent of such levies shall be shown separately.
- c. Anti-Profiteering Clause – GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.

23. TAXES & DUTIES:

- a. GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess as applicable shall be reimbursed for the materials consigned to Corporation as per limits indicated in the offer against documentary evidence to be furnished by the supplier. Corporation shall pay only those taxes, duties and levies as indicated by Supplier at the time of bid submission/as agreed subsequently prior to opening of priced bids). Taxes/duties and/or levies not indicated by supplier in bid, but payable, shall be to Supplier's account. In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable) Customs Duty and applicable Cess indicated with reference to limits mentioned in the offer/bid or new taxes/duties/levies imposed by the Indian Government through Gazette notification after the date of submission of last Price Bid but prior to contractual delivery date, the Corporation shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.
- b. Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to Corporation on account of supplier's failure to avail concessions shall be borne by Supplier.
- c. 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 with in the due dates, filing of returns with the due dates etc. to enable HPCL to take Input Tax Credit. In case of imports, vendors 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.
- d. In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)
- e. 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.

24. CUSTOMS DUTY (CD) VARIATION

- a. The prices mentioned in offer are subject to Customs Duty (CD) variation. In case of any increase in rates of Customs Duty, IGST and applicable Cess by the Indian Government through Gazette notification after the submission of last priced offer but within the time schedule for import of materials, as mentioned. Corporation shall reimburse the increase in taxes and duties at actuals against satisfactory supporting documents.
- b. All downward variations in the rates of all such duties shall be to Corporation's account and same shall be calculated on actual CIF value of imported materials subject to the limit mentioned. Supplier shall submit all relevant documents to Corporation for the proof of duty paid by them within one month from the date of Bill of Entry (BOE).

- c. Custom Duty variation shall be paid by Corporation up to the limit of maximum CIF value of imported components as indicated in the offer.
- d. Rate of Custom Duty along with tariff number considered by Supplier in the prices shall be indicated in the offer.

25. FOREIGN EXCHANGE (FE) VARIATION

- a. The CIF value in Indian Rupees / Foreign Currency to be declared should cover the currencies of the countries from which import of materials / components are envisaged to administer foreign currency variation.
- b. The FE variation will be paid for if imports are made at the listed currency subject to ceiling limit.
- c. The list of foreign currency, country of origin, ceiling of foreign value of import envisaged against each item of materials / components for import and rate of conversion into Rupees envisaged to be furnished in the tender. The period within which import shall be made after placement of LOI (i.e. Contractual Completion date of imports, herein after called CDD) shall also be indicated in the offer.
- d. For reimbursement of foreign exchange variation, documentary evidence like bank certificates of remittance showing the date of payment and rate of foreign currency to Indian rupees to be furnished along with a copy of bills of entry duty attested by Customs department. All downward variations in conversion rate will be to Corporation's account.
- e. Variation will be paid only if imports are made within the period as specified in offer for import. For imports made beyond that period, foreign currency variation will be paid based on the conversion rates prevailing on the last date of period of agreed to for imports. The last date for imports agreed will be the import landing date in India envisaged by Bill of Entry.
- f. Bidder shall indicate the maximum CIF component along with currency of import. In case supplier imports less than the CIF value indicated in the bid, Duty, FE variation etc. shall be reimbursed only for the actual import carried out.
- g. Foreign exchange variation, if any, downward or upward, will be paid only if imports are made within the agreed completion period.
- h. For the purpose of Foreign Exchange variation reimbursement, State Bank of India (SBI) selling rate applicable on the bill of entry date or SBI selling rate on Bank remittance date or actual remittance rate, whichever is lower shall be considered. The following clause also to be considered.
 - i. The BOE date may fall within Contractual Completion Date or beyond, it has already been stipulated as above conditions that no reimbursement for FE / CD variation will be paid if the actual import is beyond Contractual completion date. In such a case, the variation reimbursement will be restricted to the difference between the rate quoted in the tender and the lower of the following:
 - i. The actual remittance rate.
 - ii. SBI Bill selling rate on the date of CDD.

26. TERMS OF PAYMENT

- a. The following payment terms shall be applicable:
 - i. 75% of the bill amount duly recommended by user on receipt of materials / docs. at HPCL shall be paid within 7 days of receipt of bill.
 - ii. Balance 25% to be paid after verification/ certification within 15 days of receipt of bill. However, the final bill payment will not exceed 30 days.
- b. HPCL has taken the initiative to expedite the payment to vendors through e-payment. Hence confirm that you have filled the HPCL bank mandate for e-payment.
- c. Payment against invoice shall be made on receipt of equipment/materials at site against submission of following documents along with your Bill/Invoice:-
 - i. Delivery Challan / Lorry Receipt.
 - ii. Manufacturer's Test Certificate
 - iii. Inspection/Clearance report
 - iv. Manufacturer's Guarantee Certificate
 - v. Performance Bank Guarantee or Insurance Surety Bond towards Performance Security for 10% Basic Order Value
 - vi. Any other document specified in the Purchase Order.
- d. The financial settlement of Vendor's invoice is liable to be withheld in the event the Vendor has not complied with submission of drawing data and such documentation as called for in the Purchase Order and/or as required otherwise.
- e. HPCL will furnish their approved format for bank guarantee/ indemnity bond or all the advance payments directly to vendor along with FOA/ PO, wherever applicable.
- f. In case of delayed supplies, bills will be paid after recovering the amount as per price reduction clause of the P.O.
- g. All bank guarantees shall be non revocable and from a bank in India from the list of banks whose bank guarantees are acceptable to the Corporation (list enclosed) as per HPCL's proforma. Similarly, all Insurance Surety Bonds shall be irrevocable and from IRDAI regulated Insurance companies only as per HPCL's proforma.
- h. PBG or ISB towards Performance Security shall be valid till expiry of guarantee period. All other Bank Guarantees or Insurance Surety Bonds shall be valid till contractual completion period, unless otherwise specified. All bank guarantees or Insurance Surety Bonds shall have a claim period of 1(one) month after expiry date of bank guarantee or Insurance Surety Bond.

27. RECOVERY OF SUMS DUE

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

28. CHANGES

The Corporation has the option at any time to make changes in quantities ordered or in specification and drawings. If such changes cause an increase or decrease in the price or in the time required for supply, an equitable adjustment under this provision must be finalised within 10 days from the date when change is ordered.

29. CANCELLATION / RISK PURCHASE CLAUSE:

- a. The Corporation 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 fails to comply with the terms of this purchase order.
 - ii. The vendor fails to deliver the goods on time and / or replace the rejected goods promptly.
 - iii. The Vendor becomes bankrupt or goes into liquidation.
 - iv. The vendor 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 is aware that the said goods are required by the Corporation for the ultimate purpose of materials production and that non delivery may cause loss of production and consequently loss of profit to the Corporation.
- c. Therefore, in case of Termination of the contract, Corporation 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/ contractor. In view of paucity of time, Corporation 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/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 from invoking the provisions of clause "Delayed Delivery" as a fore said.

30. PATENTS AND ROYALTIES

On acceptance of this order, the Vendor will be deemed to have entirely indemnified the Corporation from any legal action or claims regarding compensation for breach of any patent rights.

31. PERFORMANCE GUARANTEE

- a. The supplies made against this order shall be fully guaranteed against any manufacturing defects/poor workmanship/inferior quality etc. for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. During this period, you will arrange to repair/replace any defective parts free of cost or replace complete set if required.

Guarantee Certificate should be submitted along with despatch documents. You will furnish performance Bank Guarantee in favour of HPCL issued by a bank from the list of banks whose bank guarantees are acceptable to the Corporation (list enclosed) or Insurance Surety Bonds towards performance security from IRDAI regulated Insurance companies only for 5% value of the material supplied and valid during the above guarantee period.

- b. Composite PBG or Composite ISB valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks). Quantum of Performance Bank Guarantee or Insurance Surety Bond towards Performance Security inclusive of Security Deposit should be as follows:

- All items (other than CVR items) : 5% of PO value
- For CVR items: r 10.0 lakhs or 5% of the order value whichever is lower. Composite PBG or Composite ISB towards Performance Bank Guarantee or Insurance Surety Bond towards Performance Security of above value inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money of 5 % from each bill); Such composite PBG or Composite ISB shall be valid upto a period of 3 months beyond the expiry of defect liability period.

32. NON WAIVER

Failure of the Corporation to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any right or remedies or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Corporation to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by the Corporation act as waiver of the terms hereof.

33. NON ASSIGNMENT

The Purchase Order shall not be assigned to any other agency by the Vendor without obtaining prior written consent of Corporation.

34. PART ORDER/ SPLIT ORDER / REPEAT ORDER

Vendor hereby agrees to accept part orders, split order at Corporation's option without any limitation whatsoever and also accept repeat order up to 100% of each item during a period of 12 months after placement of purchase order at the same unit prices, terms and conditions.

35. VENDOR'S DRAWINGS AND DATA REQUIREMENT

The Vendor shall submit drawings, data and documentation in accordance with but not limited to what is specified in the requisition and / or in Vendor drawings and data form attached to the Purchase Order as called for in clause 8, viz, 'Expediting' above. The types, quantities and time limits of submitting this must be respected in its entirety failing which the Purchase Order shall not be deemed to have been executed for all purposes including settlement of payment since the said submission is an integral part of Purchase Order execution.

36. TECHNICAL INFORMATION

- a. Drawings, specifications & details shall be the property of the Corporation and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of the Corporation.
- b. The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue or as a result of the implementation of this Purchase Order to any person, firm or body or corporate authority and shall make all endeavours to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the Vendor by the Corporation shall at all times remain the absolute Property of the Corporation.

37. SERVICES OF VENDOR'S PERSONNEL

Unless otherwise specified in the PO, services of vendor's personnel shall be made within two weeks advance notice and the Vendor shall depute the necessary personnel to site for supervision of erection and start up of the equipment and train a few of the Corporation's personnel for the operation and maintenance of the equipment if required, by the Corporation. The terms and conditions for the services of the Vendor shall be mutually settled.

38. VENDOR'S LIABILITY

The Vendor's workmen or employees shall under no circumstances be deemed to be in Corporation's employment and the Vendor shall hold himself responsible for any claim or claims which they or their heirs, dependents, personal representatives may have or make for damages or compensation for anything done or committed to be done in the course of carrying out the work covered by this Purchase Order, whether arising on Corporation premises or elsewhere and agrees to indemnify the Corporation against any such claim or claims if made against the Corporation and all cost (as between attorney and client) of proceedings, suits or action which the Corporation may incur/sustain in respect of the same. The Vendor shall also procure and keep in force at his own cost comprehensive Automobile Liability insurance for adequate coverage in respect of all his vehicles visiting or plying in project premises. The Vendor shall also be responsible for compliance of existing laws in respect of their workmen and employees. Extent of Liability shall be read in conjunction with clause no. 28 above.

a. LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

39. CORPORATION'S MATERIAL

- a. Corporation's material shall be delivered to the Vendor against submission of Bank Guarantee for indemnifying the full value thereof in the manner and as per proforma of bank Guarantee approved by the Corporation.

- b. Wherever possible the material shall be consigned to Vendor's siding. In the event the Vendor does not have any siding, materials shall be consigned to the Public siding / goods depot to be specifically confirmed by Vendor Loading / Unloading and any handling from the siding / destination shall be arranged by the Vendor at his responsibility and cost.
- c. The Vendor shall give a firm and binding list of Corporation issue materials and the desired schedule of its delivery to Shop floor strictly in accordance with the sequence of fabrication vis-à-vis the contract delivery period.
- d. Unused material or scrap from material supplied by the Corporation to the Vendor shall be returned by the Vendor to the Corporation or if the Corporation so directs, the Vendor may dispose of the same by sale or otherwise on such terms and conditions as the Corporation may stipulate and the Vendor shall pay to the Corporation the sale proceeds of the material so disposed by sale deducting there from expenses incurred by the Vendor on such sale, the quantum of such deduction to be mutually agreed upon in advance between the Corporation and the Vendor.

40. GUARANTEE FOR SPARE PARTS:

- a. The seller shall undertake that before going out of production of the spare parts he will give adequate advance notice to the Procurement so that the latter may order his requirements of spares in one lot if so desires.
- b. The seller shall further guarantee that if he goes out of production of spare parts, then he will make available blue prints, drawings of spare parts and specification of materials at no extra cost to the Procurement, if and when required in connection with the equipment to enable the procurer to fabricate or procure spare parts from other source.
- d. The provision of this clause shall remain effective and binding upon the seller even after the completion or expiry of the order and till the plant / machinery / equipment / instrument supplied under the order is in use by the procurer.

41. 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.

42. 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.

CLAUSE

- a. Vendor needs to clarify whether you are registered with NSIC. If registered, vendor needs to submit the following documents along with their offer.
- b. Photocopy of the NSIC Registration Certificate, which clearly shows the following details/information:
 - i. Name of the Bidder
 - ii. Address of the Bidder
 - iii. Validity of the Registration
 - iv. Items for which the Bidder is registered
 - v. Monetary Limitand acknowledged copy of Entrepreneurs Memorandum Part II
- c. Also vendor has to clarify whether you have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference.
- d. In case vendor have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference, then vendor has to furnish a Declaration on their Letter Head accordingly.
- e. Please note that in the absence of the above information, offer will be evaluated without considering Price Preference.

1.0 Preference to MSEs (Refer Gazette notification of the Government of India , the Ministry of Micro, Small and Medium Enterprises number S.O.2119 (E), dated 26th June, 2020 on criteria for classifying the enterprises as micro, small and medium enterprises & Udyam registration for revised guideline.)

- a. In case the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro and Small

Enterprises, the bidder shall be entitled for following:

- i. Issue of Tender Documents to MSEs free of cost.
- ii. Exemption to MSEs from payment of EMD.
- iii. Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply of 25% portion shall be shared amongst them. Further, out of above 25%, of 4% will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs and 3% will be earmarked for procurement from MSEs owned by women.

This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs or women entrepreneurs.

- b. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- c. MSE bidder shall submit the following:
 - i. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
 - ii. If the MSE is owned by SC/ST Entrepreneurs or MSEs owned by women entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
 - iii. The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
- d. If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012 along with amendments notified vide Government of India Gazette from time to time.

43. VALIDITY OF OFFER:

Offer shall be valid for 3 months from the due date / extended due date of the tender enquiry.

44. INTEGRITY PACT:

All tenders shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders is ₹ 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.

45. ORDER OF PRECEDENCE

In case of any discrepancy between the conditions stated in the GPC (which is an integral part of the Order) and those specifically mentioned in the Purchase Order, the later shall prevail over the former.

46. GENERAL:

- a. Deviations to Terms and Conditions shall lead to loading of prices or make your offer liable for rejection.
- b. All resident/non-resident parties to obtain and furnish their PAN in order to avoid tax withholding at a higher rate. Even though the non-residents may not have permanent establishment (PE), branch, local office in India, they can apply with their foreign address. For your information, the web address for applying for PAN in Form No. 49A to NSDL or UTISL online as given in the following sites: (AO details for International Taxation are also available online).
 - i. <http://tin.tin.nsdl.com/pan/index.html/>
 - ii. <http://incometaxindia.gov.in/>
 - iii. <https://incometaxindiaefiling.gov.in/portal/index.jsp>
 - iv. <http://www.utitsl.co.in/>
- c. GRIEVANCE REDRESSAL: There is a grievance redressal mechanism in HPCL for vendors participating in the tender, the details of which are available on HPCL's website www.hindustanpetroleum.com.
- d. PBG Format is attached with this GPC.
- e. 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.