

बिड दस्तावेज़ / Bid Document

बिड विवरण / Bid Details	
बिड बंद होने की तारीख/समय / Bid End Date/Time	23-02-2026 17:00:00
बिड खुलने की तारीख/समय / Bid Opening Date/Time	23-02-2026 17:30:00
बिड पेशकश वैधता (बंद होने की तारीख से) / Bid Offer Validity (From End Date)	90 (Days)
मंत्रालय/राज्य का नाम / Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम / Department Name	Na
संगठन का नाम / Organisation Name	Hindustan Petroleum Corporation Ltd
कार्यालय का नाम / Office Name	Petroleum House
कुल मात्रा / Total Quantity	10
वस्तु श्रेणी / Item Category	PROCUREMENT OF LIQUID PROPANE
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Liquid Propane
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Tributyryn Agar Base without Tributyrin, AVS LIQUID, Liquefied Petroleum Gas (LPG) (V2) Confirming to IS 4576, Liquid Particle Counter, Liquid Consortia (V2), Liquefied Petroleum Gas (LPG) as per IS 4576 for Bulk Supply, Seaweed Extract Liquid, Itraconazole Oral Liquid, Alumino - Ferric (V2) Conforming to IS 299, Nitrofurantoin Oral Liquid
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> Antiseptic Liquid
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़ / Document required from seller	Bidder Turnover, Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	5
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	No
सुलह खंड/Mediation Clause	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	15

(a). ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be

in favour of Beneficiary, wherever it is applicable.

लाभार्थी /Beneficiary :

SENIOR MANAGER

Petroleum House, NA, Hindustan Petroleum Corporation Ltd, Ministry of Petroleum and Natural Gas
(Gedela Vidya)

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

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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एमआईआई के लिए सक्षम प्राधिकारी का विवरण:/Details of the Competent Authority for MII

सक्षम प्राधिकारी का नाम/Name of Competent Authority	DAVID PODDAR
सक्षम प्राधिकारी का पदनाम/Designation of Competent Authority	GM
सक्षम प्राधिकारी का कार्यालय/विभाग/प्रभाग/Office / Department / Division of Competent Authority	MATERIALS
सीए अनुमोदन संख्या/CA Approval Number	1
सक्षम प्राधिकारी अनुमोदन तिथि/Competent Authority Approval Date	13-02-2026
सक्षम प्राधिकारी द्वारा प्रदान की गई स्वीकृति का संक्षिप्त विवरण/Brief Description of the Approval Granted by Competent Authority	the Approval Granted by Competent Authority Competent Authority for granting exemption for MII Purchase Preference

Competent Authority Approval for not opting Make In India Preference : [View Document](#)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

1. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in

this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 25% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

2. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

PROCUREMENT OF LIQUID PROPANE (10 metric tonne)

तकनीकी विशिष्टियाँ /Technical Specifications

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

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	Gedela Vidya	530011,Refinery Materials Dept., HPCL-VR, Malkapuram Post, Visakhapatnam-530011, A.P	10	15

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

1. Generic

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

2. Generic

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any

responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

3. **Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- a. Copy of PAN Card.
- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

4. **Generic**

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

5. **Scope of Supply**

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

6. **Buyer Added Bid Specific ATC**

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

7. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

1.0. PRE-QUALIFICATION CRITERIA:

Tenderers intending to participate this tender shall fulfill both the qualification criteria, stipulated at 1.1, 1.2, 1.3 & 1.4 below.

1.1. FINANCIAL CRITERIA: Average Annual Financial Turnover during the last 3 years, ending 31st March 2025, should be at least **Rs.3.25 Lakhs**. In case of companies, standalone financial statement may be considered.

Note: 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 any turnover in any one or two of the years of the stated financial years, the turnover for that/those years shall be taken as zero and the average turnover shall be calculated to determine the conformity to the turnover criteria. While Computing Turnover, other income shall not be considered.

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

- One similar completed work costing not less than the amount of **Rs. 4.35 Lakhs**

Similar Work Definition: **Similar works include supply of liquid propane to any indus**

try in tankers only.

Note: 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 **(7%)** per annum, calculated from the date of completion to the date of bid opening.

Note: a. Both the above criteria (Financial and Technical) to be met for qualification of bidders. Even if any one of the pre-qualification criteria is not full-filled by the agency, the bid will be rejected.

b. The above indicated amounts in PQC are **inclusive** of all Taxes/extras/duties.

c. **Relaxation to MSEs:** Criteria for prior experience and prior turnover (PQC) is relaxed by 15% for Micro and Small Enterprises in India subject to meeting the prescribed quality and technical specification of the tendered items.

d. **Relaxation to startups:** Applicable

The condition of prior turnover and prior experience (PQC) is relaxed for Startups as defined by Department for Promotion of Industry & Internal Trade (DPIIT) (only for Goods / Services). As per Department of Expenditure's OM No.F.20/2/2014-PPD dated 20.09.2016, relaxation regarding the prior turnover and prior experience (PQC) is applicable only to all startups recognized by Department for Promotion of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise.

Definition of Start-up: As defined by Department for Promotion of Industry and Internal Trade (DPIIT) an entity shall be considered as a 'start-up':

- a. Up to ten years from the date of its incorporation/ registration.
- b. If its turnover for any of the financial years has not exceeded Rs. 100 Crore.
- c. It is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation
- d. Provided further that in order to obtain benefits a Startup so identified under the above definition shall be required to be recognized as Startup by DPIIT.

EVALUATION METHODOLOGY FOR START-UPS:

Development order(s) of maximum 10% of the tender quantities shall be considered in the case of start-ups in Goods/Services.

Prior experience as mentioned above in technical & financial criteria of PQC will 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.

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

Please note that, Technical Bid of Start-up companies will be evaluated as per tender conditions without any relaxation in line with the Technical Bid submitted by non-Start-up companies, other than the relaxation in EMD & PQC criteria. Not conforming to the technical criteria, General Terms & Conditions, Special Terms & Conditions etc., and non-submission of the filled mandatory formats in their Technical Bid, other than the relaxations mentioned above, will lead to technical rejection of the bid and these Start-up Companies will not be further considered for award of contract.

However, Priced bids submitted by eligible Start-up Company(ies) shall not be opened and rather rejected before opening of remaining Priced bids of the tender, for generation of ranking sheet. Once the tender is evaluated, L1 Bidder and rate is finalized, the same item-wise L1 rates will be offered to the Start-up company(ies) for acceptance. PO will be placed for maximum of 10% of the tendered quantity(ies) on the Start-up company(ies) subject to acceptance of L1 rate.

In case of multiple eligible Start-up Companies, 10% of the tendered quantities will be apportioned equally among the eligible start-ups, subject to acceptance of L1 rate.

DOCUMENTS REQUIRED TO BE FURNISHED BY START-UP:

Start-up shall furnish the following documents along with their bid as proof of being start-up:

- i. Certificate of Recognition as Start-up issued by Department for Promotion of Industry and Internal Trade (DPIIT) formerly known as DIPP, Ministry of Commerce and Industry, Govt.
- ii. Certificate of Incorporation / Registration.
- iii. Audited P&L statement of all the Financial Years since incorporation / registration. In case where balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO / CFO stating the turnover of the bidding entity separately for each Financial Year since incorporation along with a declaration stating the reason for not furnishing the audited P&L statement. The certificate shall be endorsed by a Chartered Accountant/Statutory Auditor.
- iv. Turnover of the entity for any of the financial years, upto a period of ten years from date of incorporation / registration has not exceeded one hundred crore rupees.
- v. Self-declaration from the Vendor that they have recognition as Start-up for the tendered item. In case the information about the declaration is found to be insufficient or had been obtained on the basis of false information, the Startup shall not be considered for the tender.
- vi. Self-declaration from Startup that the status of the start-up/certificate of recognition as Startup has not been revoked as on the due date of the tender.

1.3. DOCUMENTS REQUIRED FOR FULFILLING PRE-QUALIFICATION CRITERIA

The Bidders should submit all the Documents in support of meeting the Financial & Technical criteria of PQC in the first instance itself (i.e., in the Technical/ Pre-Qualification Bid). HPCL reserves right to complete the evaluation based on the details furnished along with the Bid, without seeking any additional information.

The bidder shall upload the scanned copies of the following documentary evidence in support of the above Financial and Technical Criteria for Pre-Qualification:

1.3.1. Bidder shall submit the following documents in support of their claim for meeting Financial Pre-Qualification Criteria:

- a. Bidder shall submit the complete audited balance sheets and profit and loss account for the immediate three preceding financial years, for evaluation and qualification with respect to financial criteria.
- b. If a Bidder is not required to get its accounts audited under Section 44AD of The Income Tax Act, 1961, a certificate from a Practicing Chartered Accountant towards the turnover of the Bidder along with copy of its Income Tax Return (not acknowledgement) should be submitted.
- c. In case a bidder (a Parent Company) is having wholly owned subsidiaries but only a sin

gle consolidated annual report is prepared and audited which includes the financial details of their wholly owned subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the bidder certifying that separate annual report of bidder (without the financial data of subsidiaries) is not prepared and audited.

- d. Further, in case a bidder is a subsidiary company and separate annual report of the bidder is not prepared & audited, but only a consolidated annual report of the Parent Company is available, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor of the parent company certifying that separate annual report of bidder is not prepared and audited.
- e. In case the financial year closing date is within 6 months of original bid due date and a audited annual report of immediately preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year.
- f. In case the financial year closing date is within 6 - 9 months of original bid due date and audited annual report of immediately preceding financial year is not available, Bidder has the option to submit the financial details of the three previous years immediately prior to the last financial year provided Bidder submits a letter from CA stating the reasons of non-preparation/furnishing of the latest year's Audited Financial Statements.
- g. In case the financial year closing date is beyond 9 months of original bid due date, it is compulsory to submit the financial details of the immediate three preceding financial years.
- h. Example, in case, audited annual report of immediately preceding financial year (year ending 31st March) is not available and where bid closing date is up to 31st December, the financial details of the three previous years immediately prior to the last financial year may be submitted. However, in case the bid closing date is after 31st December, it is compulsory to submit the financial details of the immediate three preceding financial years only.
- i. If Audited Financial Report is in currency other than INR, the respective/ desired figure for calculation of above details shall be converted into equivalent INR considering the conversion factor indicated in Bidder's Audited Financial Report. In case the same is not indicated, the conversion rate of INR as on last date of Bidder's financial year shall be considered, based on TT selling exchange rate published by State Bank of India (SBI).
- j. Bidder shall ensure that any certificate/ reports issued/ attested by a practicing - chartered accountant in India and submitted in the bid shall mandatorily include stamp, signature and UDIN number. Certificate / reports issued/ attested without UDIN number of practicing chartered accountant in India shall not be considered for evaluation.

1.3.2. Bidder shall submit the following documents in support of their claim for meeting Technical Pre-Qualification Criteria:

- a. Copies of work order(s)/ Purchase order(s) (PO)/ Letter of Acceptance (LoA) clearly indicating the similar work defined above. Copy of invoice / Copy of Completion Certificate/s issued / Delivery Receipts / Client Acknowledgements / Payment Receipts / Client Endorsement by mail or letters/ acknowledged final report or any other document, to support/prove the successful completion of similar works to the satisfaction of HPCL. Date on this completion certificate shall comply with the 7 years' criteria mentioned above (indicating the breakup of value of work).
- b. In case jobs is subcontracted, the completion certificates issued by the principal owner to main contractor shall be accompanied by the completion certificate issued by main contractor to the subcontractor. Additionally, Client approval/acknowledgement for engaging bidder as a subcontractor for this job shall be provided.

For subcontracted jobs, bidder shall also provide proof of payment like bills/invoices, payment receipt, bank statement/GST receipt etc. establishing the fact that payment has been made against the same PO/WO/Contract by the main Contractor to the bidder.
- c. All credentials submitted in support of PQC shall mandatorily be in the name of entity bidding for this tender. Bids from Representatives or Intermediaries will not be accepted.

- d. In case the bidder has completed the similar nature of work as a JV with another Contractor, bidder shall upload attested copy of the legal agreement for JV.
- e. The vendor shall provide (in the Form – X attached) details of PO / Work Order, Completion Certificates, the telephone and e-mail address of the contact person of clients, etc as per the form. Vendor shall confirm that such documentation is enclosed in the bid. However, HPCL reserves the right of getting the document cross verified, at their discretion from the document issuing authority.
- f. In case Bidder has executed composite works/supplies which includes any of the qualifying work(s) stated above, then value of such qualifying work(s) out of the total value of composite works shall be considered for the purpose of qualification.
- g. For composite works, in the event the value of the qualifying work(s) cannot be ascertained from the work order/ completion certificate submitted by bidder, Copy of Schedule of Rates (SOR), relevant pages of Contracts, copy of relevant pages of final bill certified by OWNER for establishing requirement of PQC or written letter from Owner specifying the nature of work with quantities and values can be submitted for qualification.
- h. For the purpose of evaluation, if tax value is not mentioned separately/ explicitly in the experience documents / completion certificate submitted by the bidder, the value of work mentioned in the document shall be considered as qualifying value and the same shall be considered for evaluation without seeking further clarification whether or not the value is including or excluding taxes and duties.
- i. In case if the Vendor provided PO copy of HPCL for similar works in the last Seven years and does not have Completion Certificate, HPCL reserves the right to use their in-house information for assessment of Bidder's capabilities. Basis such evaluations & findings, HPCL reserves the right to reject a Bidder's offer without assigning any further reason whatsoever. HPCL reserves the right to complete the evaluation based on the details furnished (without seeking any additional information) and / or in-house data, survey or otherwise. HPCL reserves the right to reject the bids if supporting documents to qualify PQC are not submitted along with the bid.
- j. For Indian Bidders, Order value(s) in multiple currencies shall be converted to equivalent INR at SBI TT selling exchange rate as on the date of award of such proposed qualifying work(s). Similarly, for Foreign Bidder, Order value(s), in multiple currencies shall be converted at the SBI TT selling exchange rate to equivalent USD as on date of award of such proposed qualifying work(s).
- k. In case a foreign bidder submits any of the Bidder's Qualification support documents in any language other than English, then it will be the responsibility of such foreign bidder to also provide the English translation copy duly authenticated by any one of the following:
 - a) Local chamber of commerce,
 - b) Indian embassy in bidder's country,
 - c) Any government approved translator/agency,
 - d) Notary Public / Apostille in bidder's country

1.3.3. AUTHENTICATION OF DOCUMENTS:

1. All documents furnished by the bidder in support of meeting the Experience and Financial criteria of PQC shall be authenticated in the following manner:

Either

Duly certified by Statutory Auditors of the bidder or practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company) where audited accounts are not mandatory as per law.

Or

Documents Duly notarized by any Notary Public/Apostille in the Bidder's Country or certified true copies duly signed, dated and stamped by an official authorized for this purpose

se in Indian Embassy/High Commission in Bidder's country.

Or

Bidder shall submit self-certified documents in original from any one out of CEO or CFO or Company Secretary of the bidder (Limited company only) along with self-certification as per enclosed Annexure - A. This option shall not be applicable to Proprietorship / Partnership firms.

Requirement of above certification shall not be applicable to published audited annual financial statements in English, if original booklets are submitted.

2. In case due to internal / local regulation, bidder is unable to submit audited balance sheet, the following shall apply:

i) In such case CEO / CFO's certificate in original from the company or from the parent company (in case bidder is a subsidiary) stating the Turnover and Net worth of the bidding entity along with a declaration that the bidding company is not in a position to submit its financial statement as per the local / internal regulation (clearly specifying the applicable regulation) with an endorsement by Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) shall be accepted.

ii) Wherever Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) is not in a position to endorse such CEO / CFO's certificate due to local regulations, CEO / CFO's certificate in original without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO / CFO certificate.

1.3.4. Failure to meet any of the above Pre-Qualification Criteria will render the Bid liable for rejection.

Therefore, the bidder shall in his own interest furnish complete documentary evidence by way of copies of work orders, completion certificates from Clients/Consultants, Self-certification for liquidation/court receiving or similar proceedings and balance sheet including Profit and Loss Accounts, Solvency certificates etc. along with the PQC bid, in support of their fulfilling the Pre-Qualification Criteria as given above. The vendor shall produce all the above documents in original before HPCL, in case it is necessary. Any additional documents, if deemed necessary to establish the qualifying requirements may be submitted by the Bidder.

1.3.5. Submission of authentic documents is the prime responsibility of the Bidder . However, HPCL reserves the right of getting the document cross verified, at their discretion from the document issuing authority. Bidder shall provide all necessary assistance in this regard. Notwithstanding the above, HPCL reserves the right to verify the original document before placement of order.

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1.4. ELIGIBILITY OF BIDDERS:

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

"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.

1.4.2. Bids may be submitted by:

- a) Sole bidder: a single person (Sole Proprietorship) or entity;
- b) A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;
- c) Subsidiaries / Affiliates of Indian or foreign companies

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

- a) The bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfil each qualification criteria (PQC).
- b) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfil each qualification criteria (PQC) or any one constituent member/ promoter of such a JV shall fulfil each qualification criteria (PQC). If the bid is received with the proposal that one constituent member/ promoter fulfils each qualification criteria (PQC), then this member/promoter shall be clearly identified.

2.0 IMPORTANT NOTES/ SPECIAL TERMS & CONDITIONS

The Vendor shall necessarily quote for items with specifications exactly as stated in HPCL-VR's RFQ, WITHOUT ANY DEVIATIONS WHATSOEVER.

2.1 SCOPE OF SUPPLY: PROCUREMENT OF LIQUID PROPANE

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2.2 REJECTION CRITERIA: Delivery period is rejection criteria in view of urgency of the chemical.

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2.3 NOTE:

1. Vendor to supply propane as per the specifications given below

Density: Kg/m³ : 460

Propane: mol (%) : 94 (min)

Ethane: mol (%) : 1.5 (max)

Butane: mol (%) : Balance

2. The Lowest pressure of the system and capacity where unloading is done is as follows:

i.) NIU - 3 kg/cm²g

ii.) CCR - 2 kg/cm²g

iii.) FCC1 - 5 kg/cm²g

3. The refrigerant truck should have a facility to increase the pressure of propane in the truck, so that maximum quantity can be unloaded. Payment will be made based on the invoice quantity.
4. Vendor shall submit product specification and MSDS of propane along with the un priced bid
5. Vendor shall provide quantity/test certificates for each consignment of the supplied refrigerant
6. HPCL takes the sample of propane after receipt of propane tanker at refinery for testing and HPCL sample report will be taken as final, HPCL reserves the right to reject the consignment of propane if the refrigerant does not meet the specification. The off-spec refrigerant shall be taken back by the vendor at his own cost.
7. Vendor shall arrange for making of the following details on each of the containers supplied to HPCL.
 - (a) Name of the manufacturer
 - (b) Name of the refrigerant
 - (c) Manufacturing batch no
 - (d) date of manufacturing
 - (e) First Aid/safety information
8. vendor shall submit MSDS, handling/storage instruction along with the supply of Liquid Propane.

1.6. WARRANTY / GUARANTEE: only shelf life is applicable.

2.4

2.5 **PAYMENT TERMS:** Payment shall be made within 15 days from the date of receipt of entire material and all necessary documents as per PO. Further details shall be applicable as per HPCL/GEM GTC for supplies

2.6 **WARRANTY/GUARANTEE:** As per GEM GTC.

2.7 **PERFORMANCE BANK GUARANTEE:** As per GEM GTC.

Applicable at the rate of 5% as per GeM GTC.

Note: PBG Through Insurance Surety Bond (ISB)

1. Insurance Surety Bond from Insurance Regulatory and Development Authority of India (IRDAI) regulated Insurance Company only.
2. Bidder who wish to submit Insurance Surety Bond towards PBG, are required to send original copy of ISB in prescribed format along with following details:
 - i. The issuing Insurance Co, with Branch detail
 - ii. Relationship manager of Insurance Company
 - iii. Contact details along with email ID for verification
3. Insurance Surety Bond should be issued in Prescribed format only. Insurance Surety Bond submitted in any other format is liable to be rejected.

NOTE: In case vendor fails to submit PBG, equivalent amount will be deducted from Invoice and same will be under hold till the Guarantee/ Warranty period is over.

2.8 LIST OF DOCUMENTS TO BE PROVIDED ALONG WITH SUPPLY:

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

Agency has to take dispatch clearance in case materials to be supplied after the CDD. Acceptance of materials delivered beyond CDD is at the discretion of HPCL.

IFS Details:

Hindustan Petroleum Corporation Limited,
Integrated Financial Services,
Priyadarshini Building,
2nd Floor, Eastern Express Highway,
Sion, Mumbai – 400 022, Maharashtra.
Email: vendorhelpdesk_ss@mail.hpcl.co.in
Phone No. 022-24068201

2.9 DELIVERY SCHEDULE:

Material shall be delivered to HCL-VR within 1 week from the date of PO/LOA, whichever is earlier .

3.0 FORCE MAJEURE:

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

“Payment in case of termination due to Force Majeure

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

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

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

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

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

3.1 DISPUTE RESOLUTION:

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

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

(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.”

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

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.”

3.3 RECOVERY OF SUMS DUE:

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

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

3.4 TERMINATION/ CANCELLATION AND RISK PURCHASE:

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

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

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

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

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

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

3.5 HOLIDAY LISTING:

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

All other terms and conditions shall be as per GeM GTC.

In the event of any conflict or inconsistency between the provisions of the General Terms and Conditions on GeM and the provisions of the Additional Terms and Conditions (ATC), the provisions of the ATC shall prevail to the extent of such conflict or inconsistency.

4.0. CONTACT PERSONS:

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4.1. FOR TECHNICAL QUERIES:

Mrs. G. Vidya, Sr. Manager - Refinery Warehouse
Mr. Kasireddi Sreedhar, DGM - Materials (Refinery - Warehouse)
(Materials department)
Tel: (0891) 2894322 / 4321
Email: gvidya@hpcl.in / sreedhar@hpcl.in

3.2. FOR COMMERCIAL QUERIES:

Mrs. Jayalakshmi Meda, Asst. Manager - Materials
Mr. A S Prashanth, Chief. Manager - Purchase
(Materials department)
Tel: (0891) 2894307 / 4306
Email: jayalakshmimeda@hpcl.in / asprasanth@hpcl.in

4. APPLICABILITY OF TCS ON GOODS

Government of India, Ministry of Finance has notified the implementation of Tax collection at Source (TCS) under Section 206C (1H) of the Income Tax Act 1961, effective 1st October 2020.

BIDDERS TO NOTE THE FOLLOWING:

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

2. Tax Collection at Source u/s 206C (1H) of Income Tax Act 1961 :

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

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

Any liability, claim, proceedings regarding and arising out of TCS compliance shall be the sole responsibility of Vendor. In case any such claim, liability, proceedings are initiated against HPCL, which are solely attributable to the non-compliance of Vendor with the TCS provision, the Vendor undertakes to indemnify HPCL against all such claims, liabilities and proceedings. Further, HPCL shall be entitled to deduct any such additional payment liability from the running bill of the Vendor or its total outstanding.

Note: Vendor is requested to quote their rate as per the terms and conditions mentioned in the tender document including Third Party Inspection and QAP (if applicable), Special Terms and Conditions and General Terms and Conditions. Vendor to note that deviations to Terms and Conditions as mentioned above and in the other attachments of tender document shall lead to rejection of offer or loading on offered price during evaluation.

However, in case of any deviation please mention the same in Deviation List (in e-Proc web site) ONLY. In case NO deviation is mentioned in the Deviation List, it will be considered as NIL Technical and Commercial Deviation and vendor accepted all the terms and conditions of the Tender including Third Party Inspection and QAP (if applicable), Special Terms & Conditions and General Terms & Conditions for supply.

In case of any ambiguity/contradiction/misunderstanding/discrepancy/inconsistency /error in the terms and conditions of the tender, vendor need to ask clarification regarding the same before quoting. Else, the decision of the Owner/Engineer -in-charge/Site-in-charge shall be the final and the contractor/vendor shall abide by the decision. The decision shall not be arbitrable.

5. Usage of TReDS Platform by MSME Vendors :

The Government has introduced Trade Receivable e -Discounting System (TReDS) which is a platform approved by Reserve Bank of India specially for Micro, Small and Medium Enterprises (MSMEs) to ease and facilitate constraints faced by them in obtaining adequate working capital finance, particularly in terms of their ability to convert their trade receivables into liquid funds.

To facilitate the same, HPCL has been registered as Buyer with all Five RBI recognized TReDS platform provider as below:

- 1) Invoice Mart (A.TREDS Ltd)
- 2) RXIL (Receivables Exchange of India Ltd)
- 3) M1 Exchange (MYND Solutions Pvt Ltd)
- 4) C2TReDS (C2F0 Factoring Solutions Pvt Ltd)
- 5) DTX (KredX Platform Private Limited)

All MSE vendors with UDYAM REGISTRATION CERTIFICATE (UDYAM) are MANDATORILY required to get themselves registered with any one or all of the aforesaid TReDS platforms upon receipt of LOA/PO. In case any Vendor is not updated as MSE in HPCL System, same n

needs to be updated basis valid UDYAM Certificate to enable TReDS onboarding.

HPCL has in place mechanism for TReDS discounting option for vendors onboarded with platforms while processing payments post PO placement

अस्वीकरण/Disclaimer

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

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

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

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

force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

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

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

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

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

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

---धन्यवाद/Thank You---