बिड संख्या/Bid Number: GEM/2026/B/8227615
दिनांक /Dated: 02-11-2026

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	12-11-2026 16:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-11-2026 16:00:00
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
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :erp.gem.proc@hpcl.in Buyer Email id: sreeram.manasa@hpcl.in
वस्तु श्रेणी /Item Category	Custom Bid for Services - FF AND CHA COMBINED SERVICES (OCEAN)- USA
समान श्रेणी/Similar Category	• Hiring of Custom House Agent - Lumpsum Based
अनुबंध अवधि /Contract Period	1 Year(s)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Additional Doc 4 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू 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 विवरण/Bid Details	
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**	4
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / **Number of Auto Extension count**	3
बिड से रिवर्स नीलामी सक्रिय किया/**Bid to RA enabled**	Yes
रिवर्स नीलामी योग्यता नियम/**RA Qualification Rule**	H1-Highest Priced Bid Elimination
बिड का प्रकार/**Type of Bid**	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /**Time allowed for Technical Clarifications during technical evaluation**	2 Days
Payment Timelines	Payments shall be made to the Seller within **10** days of issue of service delivery acceptance certificate (SDAC) and on-line submission of bills (This is in supersession of 10 days time as provided in clause 12 of GeM GTC)
मूल्यांकन पद्धति/**Evaluation Method**	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / **Financial Document Indicating Price Breakup Required**	Yes
मध्यस्थता खंड/**Arbitration Clause**	No
सुलह खंड/**Mediation Clause**	No

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No

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 Engineer - CPO
HPCL, CPO-R, MR-II
(Richa Nanda)

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
आदेश को विभाजित करने के लिए बोलीदाताओं / विक्रेताओं की कुल संख्या / Total number of Bidders / Sellers Amongst Whom the Order is to be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	70:30

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% / Purchase Preference to MSE OEMs/ Service Provider available upto price within L1+X%	15

ट्रेड्स भुगतान संबंधी विवरण/TReDS Payment Details

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

1. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate 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. In respect of bid for Services, the bidder must be the Service provider of the offered Service. 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. 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 in case of product bids, whereas in case of services the eligibility is automatically validated. 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 as indicated in the bid document. The buyers are

advised to refer the 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. The order will be split among multiple bidders as per the criteria for splitting and 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.
3. 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.

4. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

i. If number of technically qualified bidders are only 2 or 3.
ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

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

Price bid excel - 1793613443.xlsx

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

Scope of Work:1793598630.pdf

Payment Terms:1793598644.pdf

Any other Documents As per Specific Requirement of Buyer -1:1793598660.pdf

GEM Availability Report (GAR):1793598668.pdf

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:1793598678.pdf

Any other Documents As per Specific Requirement of Buyer -2:1793613465.pdf

Quantifiable Specification / Standards of The Service/ BOQ:1793613480.pdf

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:1793613492.pdf

Custom Bid For Services - FF AND CHA COMBINED SERVICES (OCEAN)- USA (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	FF AND CHA COMBINED SERVICES (OCEAN)- USA
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No

अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Anubhav Bansal	400071,HPCL, Mumbai Refinery, B.D.Patil Marg, Mahul Road, Mumbai-400074.	Project / Lumpsum Based	N/A

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

1. **Generic**

   OPTION CLAUSE 50% : The buyer can increase or decrease the contract quantity or contract duration up to 50 percent at the time of issue of the contract. However, once the contract is issued, the contract quantity or contract duration can only be increased up to 50 percent. Bidders are bound to accept the revised quantity or duration.
   For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 50 percent with the consent of the service provider

2. **Buyer Added Bid Specific ATC**

   Buyer Added text based ATC clauses

   The vendor shall necessarily quote for services with specifications exactly as stated in the specifications, WITHOUT ANY DEVIATIONS WHATSOEVER

1.0. PRE-QUALIFICATION CRITERIA:

Tenderers intending to participate in this tender shall fulfil the qualification criteria stipulated at 1.1, 1.2, 1 .3 and 1.4 below.

1.1. FINANCIAL CRITERIA:

Average Annual Financial Turnover during the last 3 years, ending 31st March **2026**, should be at least **Rs . 42,48,000/-.**

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 / does not provide any tur nover 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 experien ce should be any one of the following:

(a) One similar completed work costing not less than the amount of **Rs.56,64,000/-**

Definition of Similar Nature of Work:

“Similar nature of work” is defined as “Experience of having successfully carried out and compl eted handling the contracts for Freight Forwarding Services via ocean or Custom House Agent (CH A) services for imported goods.”

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 d ate of completion to the date of bid opening.

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

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 te chnical 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 re garding the prior turnover and prior experience (PQC) is applicable only to all startups recog nized 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 Tr ade (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 L 1 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, GoI.
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 Start up 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. For Foreign bidders with a financial year ending on a date other than 31st March, the average annual turnover of the latest three completed financial years (as per audited statements) shall be considered.

c. 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.

d. In case a bidder (a Parent Company) is having wholly owned subsidiaries but only a single 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.

e. 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.

f. In case the financial year closing date is within 6 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.

g. 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.

h. 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.

i. 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.

j. 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 **Reference rate published by Reserve Bank of India (RBI).**

k. 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 le

tters/ acknowledged final report or any other document, to support/prove the successful compl etion of similar works to the satisfaction of HPCL. Date on this completion certificate shall com ply 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 mai n contractor shall be accompanied by the completion certificate issued by main contractor to t he subcontractor. Additionally, Client approval/acknowledgement for engaging bidder as a sub contractor 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 ag ainst the same PO/WO/Contract by the main Contractor to the bidder.

c. **TENDER SPECIFIC REQUIREMENT:**

i. Vendor has to provide at least one PO copy/Work completion certificates of Freight F orwarding Services via ocean and one PO/Work completion certificates copy Custom H ouse Agent (CHA) services for imported goods either combined of both activities or sep arate of both activities.
ii. Documents for similar work completion can be copies of POs executed (or) Work com pletion certificates.
iii. Have his own Offices (or) representatives in & around Mumbai.

d. 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.

e. In case the bidder has completed the similar nature of work as a JV with another Contractor, bi dder shall upload attested copy of the legal agreement for JV.

f. The vendor shall provide (in the Form – X attached) details of PO / Work Order, Completion Cer tificates, 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.

g. In case Bidder has executed composite works/supplies which includes any of the qualifying wo rk(s) stated above, then value of such qualifying work(s) out of the total value of composite wo rks shall be considered for the purpose of qualification.

For composite works, in the event the value of the qualifying work(s) cannot be ascertained fro m 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 establi shing requirement of PQC or written letter from Owner specifying the nature of work with quan tities and values can be submitted for qualification.

h. For the purpose of evaluation, if tax value is not mentioned separately/ explicitly in the experi ence 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 e valuation without seeking further clarification whether or not the value is including or excludin g taxes and duties.

i. In case if the Vendor provided PO copy of HPCL for similar works in the last Seven years and do es not have Completion Certificate, HPCL reserves the right to use their in-house information fo r assessment of Bidder's capabilities. Basis such evaluations & findings, HPCL reserves the righ t 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 b ids 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 a t **RBI Reference 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 **RBI Refere nce 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 la nguage other than English, then it will be the responsibility of such foreign bidder to also provi de 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 Fi nancial 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 a ccounts are not mandatory as per law.

Or

Documents Duly notarized by any Notary Public/Apostille in the Bidder’s Country or certified tr ue copies duly signed, dated and stamped by an official authorized for this purpose in Indian E mbassy/High Commission in Bidder’s country.

Or

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

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

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

i) In such case CEO / CFO's certificate in original from the company or from the parent compan y (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 statemen t as per the local / internal regulation (clearly specifying the applicable regulation) with an end orsement 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 certifica te in original without endorsement may be accepted provided a reference of the local regulati on 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 fo r rejection.**

Therefore, the bidder shall in his own interest furnish complete documentary evidence by way of c opies of work orders, completion certificates from Clients/Consultants, Self-certification for liquidat ion/court receiving or similar proceedings and balance sheet including Profit and Loss Accounts, Sol vency certificates etc. along with the PQC bid, in support of their fulfilling the Pre-Qualification Crit eria 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 re quirements may be submitted by the Bidder.

1.3.5. **Submission of authentic documents is the prime responsibility of the Bidder** However, HPCL r eserves the right of getting the document cross verified, at their discretion from the document issuing aut hority. Bidder shall provide all necessary assistance in this regard. Not withstanding the above, HPCL reser ves the right to verify the original document before placement of order.

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 affili ate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or in directly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualificatio n.

"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 i nterest that gives the power to direct, or cause the direction of, the management and material business de cisions 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 t ypes of bidders are stated below:

a) The bidder (including an incorporated JV which has completed 3 financial years after date of c ommencement 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 comple ted 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 c onstituent member/ promoter fulfils each qualification criteria (PQC), then this member/promo ter shall be clearly identified and he/it shall assume all obligations under the contract and pro vide such comfort letter/guarantees as may be required by the Corporation. The guarantees s hall 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 compl etion of the contract when awarded, an undertaking not to withdraw from the JV till completio n of the work, etc. See Annexure "PROMOTER MEMBER GUARANTEE" attached with this tender .

c) Subsidiaries / Affiliates of Indian or foreign companies which are registered in India and havin g 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 pa rent/ affiliate are sought to be relied upon, then the Indian subsidiary must meet the other PQ C, either Technical or Financial. Moreover, the parent/affiliate will also provide suitable Guaran tees to ensure completion of the work in all respects. See Annexure “PARENT COMPANY GUAR ANTEE” attached with this tender.

d) 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 / a ffiliate company is registered with the Competent Authority constituted by the Department for Promotion of Industry and Internal Trade (DPIIT), India.

1.5. **General Eligibility and Qualification conditions:**

i. All eligible bidders meeting the eligibility criteria as defined in Instruction to Bidders (ITB) / Not ice Inviting Tender (NIT) can participate in the tender.

ii. A firm determined non-performing by the Corporation shall not be eligible to bid during the pe riod so determined.

iii. Even if a bidder meets the eligibility criteria and PQC, he shall be subject to disqualification if h e or any of the constituent partners is found to have:

a. made misleading or false representations in the forms, statements, affidavits and attach ments submitted in proof of the qualification requirements; and/ or;

b. records of poor performance during the last five years, as on the date of application, suc h as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financia l failure due to bankruptcy, (The rescission of a contract of venture JV on account of reas ons other than non- performance, such as the most experienced partner (major partner) of JV pulling out) and so on.

2.0. SPLIT CONDITION:

•This order is proposed to be distributed between 2 agencies in the ratio of 70:30. The order will be placed on the lowest agency with the rate accepted by HPCL for 70% of the total financial limit. This lowest accept ed rate will be counter offered to the L2 agency for their acceptance based on which the order will be plac ed for 30% of the Total Financial limit.

•In case more than one bidder quotes the same lowest (L1) rate, the Total Estimated Financial limit being o rdered shall be equally apportioned between all such bidders only.

•In case only one bidder quotes the lowest (L1) rate and in case more than one bidder quotes the same se cond lowest (L2) rate, the remaining 30% of Total Estimated Financial limit being ordered shall be equally apportioned between all such bidders.

•However, HPCL reserves the right to allocate the Total Financial Limit to the lowest agency and distribute the Total Financial limit in any ratio other than mentioned above.

2.1. SCOPE OF JOB:

It is the responsibility of the Agency to arrange sea-freighting of the consignments from stated Overseas S eaports up to Navi Mumbai through provided at the time of shipment booking/ Nhavasheva /JNPT /Mumbai Ports. SEA-FREIGHTING FROM OVERSEAS SEAPORT port provided at the time of shipment booking/ Nhavas heva /JNPT /Mumbai Ports.

2.1 The Agency has to arrange to follow up, receive and sea freight from selected port for the goods order ed by HPCL-MR, as per the stipulation of HPCL-Mumbai Refinery (MR's) Purchase Order. Agency shall comm ence follow-up with shipper latest by next working day after receipt of first intimation from HPCL.

2.1.1 Agency will immediately seek & acquire the details of containers required by the shipper. Basis abov e and other details of goods, date of readiness, agency to book space on ship and mandatorily acquire the clear acceptance of this booking by the shipper.

2.1.2 If for any reason, agency feels that sailing date will go beyond the contractual delivery date, matter has to be vigorously brought to notice of HPCL from the very first instance.

2.2 The Agency shall accept the consignment into custody from the foreign supplier (shipper) only after ve rifying that:

2.2.1 The Supplier has strictly adhered to the terms & conditions of the Purchase Order/Letter of Credit (if applicable) and 1.2.2 The goods are securely packed for Sea-Freighting so as to avoid damages in transit a nd if necessary, shall themselves provide or advise the supplier to provide additional packing reinforcemen t at no extra cost to HPCL-MR.

2.3 The Agency shall be responsible for the proper safety, handling and storage of cargo while in their or t heir Associate's custody. The Agency shall indemnify HPCL-MR for any loss, damage, shortage or deteriora tion in cargo while it is in their or overseas Associate's custody.

2.4. The Agency shall arrange to Sea freight the consignment to Nhavasheva/JNPT Seaport (with final desti nation as Balamer Lawrie CFS Dronagiri, Navi Mumbai for FCL cargo) within 15 days from indicated date re adiness of the cargo, but positively on or before the latest date of shipment specified in the respective POs / Letter of Credits/as informed by HPCL, whichever is earlier. PRC shall apply for non-compliance to this cla use.

2.4.1. Vendor to provide confirmed booking to the supplier and HPCL within 10 calendar days from the dat e of intimation of readiness of the cargo. PRC shall apply for non-compliance to this clause.

2.4.2. Trans-shipment of goods in transit shall be avoided to the extent possible.

2.5. The Bill of Lading at Overseas Seaport should be generated immediately but not later than 24 Hours a fter boarding of the Material at vessel.

2.6. The Agency shall ensure that, while issuing Bill of Lading their overseas Associate shall collect a copy of the Foreign Supplier's Invoice, Packing List, Certificate of Origin, MSDS & Certificate of Analysis, etc. and dispatch copies of these documents along with the consignment.

2.6.1. If the above mentioned Documents are not received from the Foreign Supplier, prior approval must b e taken from HPCL-MR before starting of the shipment.

2.7. The Agency shall issue a single Bill of Lading for the goods to be consolidated as per and against each of the HPCL-MR's Purchase Orders.

More than one Bill of Lading may be issued only in cases where "Partial Shipments" are allowed as per the purchase orders and/or with the prior permission HPCL-MR.

2.7.1. HPCL-MR's PO No./Indent No. (If any), Supplier Name & address, HPCL MR's GSTIN, IEC and all other i nformation as required must be clearly mentioned in the Bill of Lading.

2.8. Within 72 Hours of sailing of the vessel, the agency shall forward HPCL-MR one copy of the House Bill o f Lading, Master Bill of Lading, Invoice, Packing List, Certificate of Origin, Certificate of Analysis and advise HPCL-MR about ETA at Nhavasheva Port, Route and Transhipment Ports by Fax & e-mail. Scanned copy of signed Bill of Lading must be forwarded to HPCL-MR and the Original to be handed over to Shipper within 7 days from boarding of the material.

2.8.1. This is mandatory for Insurance purpose. The Agency shall be liable to compensate HPCL-MR any los s incurred thereof, due to non-receipt of such advice, whereby HPCL-MR is prevented from arranging timel

y coverage of marine insurance.

2.9. The Freight Certificate shall necessarily be prepared at least one week prior to arrival of shipment in Mumbai and the same should be forwarded to HPCL-MR by e-mail (refer HPCL-MR 's contact Details).

2.9.1 In case Freight Certificate is not received by the arrival of the consignment, all the demurrage charge s due to non-receipt of Freight Certificate in time will be deducted from agency's bill.

2.10. The agency shall on receipt of cargo at port, promptly notify HPCL-MR & HPCL's CHA by fax & e-mail as mentioned in the contact details of HPCL-MR.

2.11. The agency must be in close co-ordination with the Shipping Lines to ensure that the IGM is filed corr ectly and in the fastest way to facilitate the urgent filing of the Bill of Entry.

2.12. Any error in calculation of freight charges payable on the original Freight Certificate is to be correcte d by an amendment. In the event that excess customs duty is paid on account of excess freight charges i ndicated in the Freight Certificate, the Agency have to compensate HPCL-MR with the excess amount paid towards Freight, Customs Duty and any other related changes.

2.13. The Agency shall keep HPCL-MR informed about the readiness of cargo for dispatch, expected date o f dispatch, its arrival and all other relevant information against the various orders.

2.14. Agency shall present to HPCL-MR, one consolidated Bill for a consignment, for the amounts payable t o the Agency.

2.15. The Agency's Bill shall reflect full particulars of consignment and charges on the same shall be suppo rted by relevant Documents/ Receipts in original.

3.0. HPCL’s SCOPE OF JOB:

3.1. HPCL-MR shall on request of the Freight forwarder, provide the following documents to the Agency:

1) Purchase Order / Call up / indent for referred consignment.

2) MSDS in applicable cases

4.0. AGENCY’s SCOPE OF JOB: NA

5.0. **VALIDITY OF JOB:** One year from service start date of GeM contract or date of placement of LOA/ PO , whichever is earlier.

5.1. DELIVERY PERIOD:

The Agency shall arrange to Sea freight the consignment to Nhavasheva/ JNPT Seaport (with final destinati on as Balamer Lawrie CFS Dronagiri, Navi Mumbai for FCL cargo) within 15 days from indicated date readin ess of the cargo, but positively on or before the latest date of shipment specified in the respective POs / Le tter of Credits/as informed by HPCL, whichever is earlier.

6.0. JOB TO COMMENCE:

Agency shall arrange to sea-freight the consignment by first available Vessel. Since HPCL's suppliers are e xecuting orders on FOB basis and liquidated damages/price reduction clause on delayed delivery are appli cable in contracts, the delays may result in disputes over liquidated damages. In case the reasons for dela ys are beyond the control of agency i.e., Port closures, Labour strikes, any act of God, holidays, the instanc es should be immediately conveyed to HPCL-MR for taking necessary steps as per contractual terms. The

date of Bill of Lading shall be considered as vessel start date, and agency should chase the supplier so that cargo is placed in vessel within the FOB delivery schedule. All correspondence with supplier/shipper shall n ecessarily be under CC to HPCL.

7.0. MOBILISATION PERIOD: Agency shall submit the Resume/ CVs of the manpower that it is willing to deploy at HPCL within 2 days of mobilization advice given by HPCL.

After reviewing the submitted CVs, HPCL shall short list the candidates and convey the same to the agency . After declaration of list of candidates by HPCL, agency to mobilize the HPCL-selected manpower within 5 days at HPCL, VR after safety training and with all necessary gate passes.

The above timelines to be followed by Agency in all the subsequent mobilization advices given by HPCL till validity of order.

8.0. JOB TO COMPLETE:

8.1. Agency shall ensure that the goods are delivered to port provided at the time of shipment booking/ Nh avasheva /JNPT /Mumbai Ports/Navi Mumbai as follows:

8.1.1. Within 60 days from the date of Bill of Lading for Port Sets 1& 2 to IGM filing date provided at the ti me of shipment booking/ Nhavasheva /JNPT /Mumbai Ports/Navi Mumbai.

9.0. PRICE REDUCTION CLAUSE(PRC) / LD: Applicable as per HPCL’s GTCWC.

10.0. PAYMENT TERMS : Applicable as per HPCL’s GTCWC.

Partial Payment: Allowed.

A. SCHEDULE FOR OUT-OF-POCKET EXPENSES:

Following out of pocket expenses will be paid at actual duly supported by Vouchers wherever applicable.

(1) All Port and Warehouse charges.

(2) Stamp Duty

(3) Any other charges with prior approval of HPCL

B. NOTE:

1. Custom Duty- will be paid online directly to Customs by HPCL for all Consignments.

2. All out of pocket expenses will be reimbursed at actuals.

3. Demurrage charges, if any, due to lapse on the part of the contractor shall not be reimbursed.

4. A Ton for all purposes shall imply a Ton of 1000 kgs.

5. Adequate safety measures should be taken by the agent for delivering the cargo safely at Mumbai refin ery. In case of specialized equipment’s / hazardous materials all the activities pertaining to transit of cargo should be communicated to concerned Officer. For ODCs road survey, etc. should be submitted by vendor.

6. Survey of consignment at sea port / airport and at HPCL premises is included in the vendor's scope. Surv eyor has to have valid and authentic authorization certificate. Detailed survey report of each survey at the Seaport / Airport / HPCL premises has to be submitted to HPCL immediately after completion of survey. Th e surveyor has to physically visit HPCL premises and conduct survey in the presence of user whose signatu

re to be taken on the survey report. Please note NO separate amount will be paid towards surveyor charge s. Same are to be included as part of agency charges per consignment.

7. About 80-100 consignments are annually imported by HPCL-MR, of which 2%-5% may pertain to ASTM f uel standards samples, for which survey is not required. Vendor to note and quote accordingly. Please not e that the actual number of consignments may vary as per procurement requirement of HPCL.

10.1. The payment will be released within 15 days after completion of delivery of consignment to provided at the time of shipment booking/ Nhavasheva /JNPT /Mumbai Ports/Navi Mumbai, against receipt of Origina l Invoice (complete in all respect).

10.2. All payments shall be made in Indian currency by way of E-Payment.

11.0 . DEFECT LIABILITY PERIOD: Applicable as per HPCL's GTCWC.

12.0. SECURITY DEPOSIT: Applicable at rate of 2% as per HPCL's GTCWC.

13.0. RETENTION: Applicable at the rate of 5% as per HPCL's GTCWC.

14.0. COMPOSITE PERFORMANCE BANK GUARANTEE(CPBG): Vendor can submit either 5% CPBG ag ainst SD and retention (or) 2% SD and 5% retention as per HPCL's GTCWC.

15.0. All other terms and conditions as per HPCL's GTCWC.

16.0. LIST OF DOCUMENTS TO BE SUBMITTED

a. ALONG WITH BID

i. Letter head containing contact details (Phone no & Email ID) for expediting the tender evaluation

ii. Declaration regarding compliance of Custom / BOQ Bid Specifications

iii. NIL Deviation Report (In case of any deviations, vendor has to indicate in a separate sheet duly signed and stamped)

iv. Vendor declaration and Land Border declaration

v. Integrity pact

vi. PPLC declaration

vii. Declaration GST of each line-item in GST format attached

viii. All documents as per PQC to be submitted.

ix. Form-X

17.0. NOTES TO VENDOR:

This tender is for Freight Forwarding Services for handling sea freight from the USA, Canada region, Mexico to Mumbai Refinery's Imports against fresh orders/call ups issued for supply of Catalyst, chemicals, Additiv e and Mechanical Items etc. for the period of One Year from date of PO. Port Set Details are as follows: Port Set - 1: ALL East Coasts Ports of USA and Canada Port Set - 2: ALL West Coast Ports of USA and Canada, An y ports of Mexico. INSTRUCTION FOR FCL CARGO For Each Port Set, the per FCL Cargo rates comprise the f ollowing: Part a) Rates Subjected to Foreign Currency Variation i.e Freight, BAF/CAF, Piracy/Security charg es, etc. Part b) Rates for the destination charges i.e IHC till provided at the time of shipment booking/ Ex N hava sheva Navi Mumbai, Terminal handling charges, container maintenance charges, container washing, container Survey and import documentation charges, and all miscellaneous destination charges. Vendor to note that FCL cargo has to necessarily move to CFS. Freight Forwarder to ensure Bill of Lading clearly men tions final destination as CFS and co-ordinate with shipping line for timely movement of cargo to CFS, wher e HPCL will take only de-stuffed delivery. Bonds for containers movement will not be issued by HPCL. Any

such requirement has to be necessarily complied by the vendor. Charges under Part (b) will NOT be payab le in case of consignments not moving to CFS. The rates for Hazardous Cargo and Delivery Order charges are fixed and only that fixed amount will be payable.

Accordingly, two set of lines (part a & part b) for each set of port and container size are mentioned. For the part (a), exchange rate to be Rs 72 for 1 USD. At the time of payment, against each shipment, the paymen t will be as follows: Payment = (rate of Part (a) X no. of containers) + (rate of Part (b) X no. of containers) + (Delivery Order Charges) + (Haz charges - if applicable) + taxes as applicable. The exchange rates for p art (a) will be the State Bank of India (SBI) T.T. selling exchange rates on the date of Bill of Lading (or the n earest proximal date before it, in case exchange rates for the particular date of Bill of Lading is not availabl e).

Vendor to necessarily submit duly endorsed printout / letter from SBI in original with every invoice. The pa rticipating bidders are requested to consider all the risks of business and submit their bid accordingly. The payment made to vendor will be only as described above. Note: All

payment will be made in INR. Exchange rate variation is applicable only for part (a) & accordingly payment for differential amount based on prevailing (SBI) T.T. selling exchange rates on the date of Bill of Lading wil l be made, as mentioned above. Taxes: Taxes to be quoted as extra for part (a), part (b) separately.

INSTRUCTION FOR LCL CARGO –

The rates for LCL cargo to be on per Metric Ton/per CBM (whichever is larger) basis. LCL Charges should b e inclusive of all destination charges, port charges, etc. The LCL cargos should be received at Mumbai port / JNPT / Nhava Sheva port.

Weight / CBM will be calculated as sum of actual weight / volumes of the packages as per shippers Packing List OR as mentioned in Bill of Lading, whichever is lesser. No extra charges whatsoever will be payable ev en for non-stackable / hazardous LCL cargo. Payment of LCL consignment = (Quoted rates in INR X higher of MT/CBM) + (Delivery Order Charges) + taxes as applicable Exchange rate variation is NOT applicable fo r LCL cargo.

Fixed Charges are as per PO Lines 11 to 13:

1: Delivery Order Charges @Rs 10000/- + GST per B/L.

2: USD 350 additional for Haz/Non Haz Charges for per 20 Feet Container

3: USD 600 additional for Haz/Non Haz Charges for per 40 Feet Container

NOTE: As contract is dealing with containerized cargo, dead freight or any other charges whatsoever towar ds sea freight shall NOT be payable in case of cancellation of any shipment even at last movement.

17.1. SPECIAL NOTE:

1. The Refinery working hours are from 8.00 a.m. to 4.30 p.m. with half hour lunch break from 12.00 - 12.3 0 p.m. All consignments cleared from Port shall be delivered within the hours indicated. Under no circumst ances the materials will be off-loaded prior to office hours.

Materials are to be delivered to Refinery Warehouse / respective user department on working days in such a manner as to ensure offloading by 3.30 p.m. latest. No detention charges for trucks will be paid for good s which cannot be off-loaded prior to 3.30 p.m.

2. The rates quoted are inclusive of all charges including Forklift, Crane, Customs Examination Charges etc. and no extra payment will be made under any circumstances.

17.2. GENERAL TERMS AND CONDITIONS FOR CLEARANCE OF IMPORTED CARGO BY OCEAN/AIR/ POST PARCEL ETC.

1. The agency will be responsible for:

a) Collecting documents from Airlines, Shipping Companies etc. on receipts of intimation from the Corporat ion.

b) Keeping track of arrivals and discharge schedules of the vessels concerned and keeping the concerned Officer advised on all relevant matters / developments. Weekly information to be send to the concerned Of ficer for the Air/Sea Consignments under clearance / Arrivals.

c) Completing and complying with all customs, payments and refund MPT Steamer agents / stevedores shi p and other formalities for clearance as required. Also arranging for Steamer/Customs/Insurance/MPT Surv eys in time wherever necessary in order to protect the corporation's interest against claims on these autho rities for loss / damage to the incoming consignments of the Corporation.

d) Locating, segregating of packages and stacking them on site placed at the docks wherever required, to avoid loss/damage to the consignments.

e) Tracing and segregating all miscellaneous packages belonging to the Corporation. It is agreed that in ca se any package is not traced by the agency but subsequently found by MPT and attracts demurrage or any other charges then such charges would be realized from the agency’s' account / pending bills or deposits or other money due to the agency, if any.

f) Completing all formalities and clearing the consignments expeditiously. Any demurrage as a result of del ay in clearance would be to the accounts of and recoverable from the agency’s unless it is proved that dem urrage had accrued due to no fault of the agency.

g) Any fines, penalties or other extra charges due to non-compliance, non-completion or not meeting the s tatutory requirements of Customs / BMC / MPT / Air Port Authorities / Insurance or any Local Government i nstructions as applicable at the time of receipt and taking delivery of the consignment. In the event of Corp oration making these payments, such amounts, if any shall be recovered from the agency's accounts, pen ding bills for deposits or other monies due to the agencies, if any.

h) Imported quantity and quality of the consignment as per Bill of Lading / Air Way Bill, once the consignm ent has been released by the authorities into agency's Custody.

i) Supplying any other pertinent details required by the Corporation and keeping regular contact with the Corporation.

j) Holding a valid license to transact business with customs and at Docks and Airport and for signing paper s for release of consignments on behalf of Corporation as authorized by the Corporation in writing.

k) Collecting monthly P.D.A. / C abstracts / any other certificate / documents required by Corporation from Air Cargo Complex, Sahar Customs.

l) Agency’s representative should be available to visit HPCL Office / designated location within Mumbai & a djoining districts anytime / every time on any working day / holiday to collect documents, facilitate inter-d epartment document movement etc. and to take instructions.

2. (a) For services to be rendered by the Agency under this agreement, the Corporation shall in full dischar ge of its obligations pay to the agencys fees/charges as outlined in the schedule hereto, which shall be de emed to be an integral part of this Agreement.

(b) The rate for handling and loading at the docks and unloading at destination is inclusive of all labour cha rges, transportation charges and no additional payment will be made for any item, such as any MPT levies for the crew and equipment brought to the Docks/Airport for clearance.

3. The Agency will be responsible for correctly preparing the Bills of entries and all other documents coveri ng imports and that he will be held responsible for any losses that the Company may be put to due to inco rrect preparation of these documents.

4. All import cargoes of the Corporation shall be examined by the Agency on arrival to determine whether there are any damage or losses, warranting ships/customs/MPT/Insurance Surveys and shall also arrange f or such survey, within the stipulated time limit, in consultation with the Corporation.

5. The agency shall notify the Corporation of any shortage or excess over the consigned quantity on each i mport and arrange to submit the necessary survey reports to substantiate our claim, without delay.

6. The Agency agrees to be responsible for any and every demurrage and / or penalties that may be impos

ed on the Corporation by the Customs / Port Trust and Airport Authorities due to the fault of the agency or due to delay on the Agency's part in completing and handling over the Customs/MPT/Airport Clearance documents to the transport Contractors where Ex-Dock/Airport Deliveries are involved and whereby the transport contractors are able to clear the goods within the free time allowed by the Customs/Port Trust / Airport Authorities.

7. Whenever 'Log Entry' has been filed for untraceable packages and the same has been opened on subsequent tracing/locating, Agency is required to clear up such consignment within the free time allowed. Any demurrage other charges due to non-clearance within the free time will be to the Agency's account unless proved to the satisfaction of the Corporation that the delay has been due to factors beyond his control.

8. The Agency shall defray cash reimbursement up to a total of Rs 1 lakh per consignment towards the charges payable during the course of clearing the consignment (except for the Customs Duty which will be paid directly by HPCL to Customs) Such amount shall be reimbursed by the Corporation to the agency immediately on production of vouchers. For consignments where total amount of charges payable exceeds beyond Rs 1 lakh, HPCL will pay entire requirement of payable amount as advance to the vendor. Vendor will settle the advance with supporting receipts of payments. Refunds if any have to be made through Demand draft / alternative process as advised by HPCL. All settlement is to be done consignment to consignment basis.

9. The Agency shall provide SD/PBG/CPBG as mentioned above, before the work is started by the appointed Agency. In case of any breach of the terms of this Contract by the Agencys or losses sustained on any account by the Corporation, the Corporation may at its sole discretion take recourse to the Bank Guarantee to recover part or whole of guaranteed sum as damages, provided that the claim or Corporation against the agency shall not be limited to the amount stipulated in the Bank Guarantee. In case the agency fails to fulfil any of his contractual

obligations or is in default the aforesaid is without prejudice to the right of the Corporation to claim further compensation towards loss sustained if the Corporation chooses to entrust the job in question to other sources at the Agency's risk and cost.

10. The Agencys will ensure that Custom Duty is paid on the consignment only after the consignment has been landed at the docks/Airport/CFS/Warehouse.

11. While packages are being cleared from the docks, 'Dock Tally Chits' will be prepared by the agency in quadruplicate for packages loaded in each lorry mentioning their brand name also and a copy of which will be handed over to the Corporation as at the close of the day of clearance or on the following working day. The original and duplicate of the Dock Tally Chit will be presented to the Corporation's Installation at the time of handling over the packages, one copy of which will be duly signed by the Corporation's Installation and returned to the Agency which will constitute his receipt.

12. The Agency will be responsible for the imported quantity as per B/E as under:

a) Proof of receipt of goods in good condition by installation.

b) Certificate from MPT/Airport Authorities/Airlines/Foreign Postal Authorities in case of short landing or landed but missing.

c) In case of damage/shortage, survey reports of the concerned agencies after landing

d) Certificate from customs, Landing Remarks Certificate from MPT/Airport Authorities/Airlines.

13. After clearance of import consignments, wharf age receipt, bill of entry Copy, relevant Invoice Packing List and other Company documents duly attested by the Agency to the Corporation within 7 days of the clearance and that relevant important licence shall be returned to the Corporation immediately after the same is debited by the Customs.

14. The Agency shall be liable for damage resulting from fire, leakage, negligence, explosion, accident or from any other cause in handling the work under this contract or in operating the Agency's Vehicles to the Company or its employees or to any third party at the time of loading / unloading or during transit of petroleum products or other goods which they have to handle in connection with this contract and to indemnity the Corporation for any and all losses if the Corporation is called upon by law to pay compensation to such employees of the agency or to any third party for personal or property injury.

15. The Agency shall submit his bill for each overseas consignment received and Cleared from the Docks / Airport, giving full particulars of the wagon / truck / despatch documents and the onward receiving location's name, interconnected official authorisation and the connected Bill of Lading / Vessel's name within 15 d

ays of the clearance of goods to the Corporation. The bill shall be paid within 15 days of its receipt provided the bills are valid and bear the necessary certificate from the authorised representative of the Corporation for the work completed to the corporation's satisfaction and no claims/amount are found pending for recovery from the Agency.

16. A penalty of Rs 2000 per transaction will be levied for each one of the following lapses on the part of the Agency.

a) Incorrect billing and / or incomplete documents like receipts etc. to be submitted along with the bill.

b) Duplicate billing for the same transaction.

c) Claim or Bill for services not rendered by the Agency.

17. Bills received after two months from the date of delivery will not be entertained by the Corporation unless satisfactory explanation for the same delay is given by the Agency.

18. Whenever the Corporation requires the Agency to follow up the Corporation's claims on the Customs/Mumbai Port Trust the Agency shall Co-operate as required with a view to recovering the claim amounts as quickly as possible.

19. The Agency agrees to pay compensation to his work men under the Workmen's Compensation Act or under any other law which may be applicable from time to time, for employment injury and to indemnify the Corporation in the event of the Corporation being called upon to pay compensation under the said law/laws to the Agency's Workmen for injury sustained by them during the course of their employment.

20. The Agency shall not sublet any part of the work entrusted to him except with the written consent of the Corporation.

21. The Agency, his agents, representative, employees will abide by all the rules and regulations as enforced/stipulated by the Refinery/Terminal or installations of the Corporation for general safety in the plant.

22. This agreement can be terminated by either party on giving one calendar months written notice to the other.

23. All dispute or differences whatsoever arising between the parties hereto, out of or relating to the construction, meaning and operation or effect of this agreement or the breach thereof shall be delt as per arbitration clause in HPCL's General Terms and Conditions (attachment to

tender)

24. Original Bill of Entry copy should be submitted to the Refinery within one week after delivery of the consignment.

25. For clearance of consignment coming thru Air, rates against item nos. 51 to 60 are inclusive of completion of all customs formalities, taking delivery of consignments, delivery at refinery sites and agency charges. Hence agency charges are not payable separately.

26. For clearance of consignment coming thru Air post parcel / Air Courier Services, rates against item no. 61 are inclusive of completion of all customs formalities, taking delivery of consignments, delivery at refinery sites and agency charges, irrespective of numbers, weight and size of parcel. Agency charges are not payable separately.

27. Executing of e-way bill formalities for entire road logistics including transportation from port / CFS etc. to HPCL designated location, as applicable is completely in the scope of the vendor. Safe transportation during entire road logistics is solely the responsibility of the vendor.

28. All and any documents (e.g. declarations, letters to different authorities, bonds, any other) requiring signature of HPCL authorities will be generated by CHA and furnished to HPCL in completely ready form (hard / soft / editable copies etc.) and HPCL will only endorse / authorize / sign as required.

28. CHA is totally responsible for verification of sufficiency of all documents. Any additional information required has to be sought well in advance, failing which all damages occurring due to non-compliance of this requirement, shall be deducted from vendor's bills.

29. HPCL will always take destuff delivery at CFS Mulund / CFS Balmar Lawrie Navi Mumbai etc. for containerized cargo. Vendor to ensure co-ordination with all concern agencies including the shipping line for the same.

30 All bills of Entry will be filed in "DEFERRED" mode unless specific instruction from HPCL to the contrary. In case of non-compliance, interest lost will be recovered from vendor's bills @ 18% p.a.

17.3. FORCE MAJURE CLAUSE: Applicable as per HPCL's GTCWC.

17.4. IMPORTANT POINTS: HPCL reserves the right to cancel the contract basis HPCL's decision on impo rt. HPCL reserves the right to extend the validity of contract for similar imports on satisfactory services, su bject to willingness of Agency. Issuance of E-Delivery order to be provided if specifically instructed. Quanti ties appearing in the line items are indicative only. HPCL reserves the right to unilaterally re-distribute the quantities against different line items at any time during the validity of the contract, as per the requiremen t of imports from time to time. The validity of PO shall be one year from the PO date, however, the same m ay be extended for a mutually agreed period at the same rate, terms & conditions at the sole discretion of HPCL, subject to vendor's satisfactory performance.

For the following group of items, vendor will raise the bill by selecting the line item whose rate is higher be tween them. For e.g. In case of AGENCY CHARGES SEA CONSIGNMENT EX MUMBAI for Line Item No-1 &2, if the consignment weight is 100 MT, then billed amount as per Line Item No-1 rate will be Rs 5000 whereas l umpsum rate is Rs 3600 as per line item No-2, hence Rs 5000 shall be payable as per the above clause.

Below mentioned line-item numbers are as per specifications document attached in scope of w ork place holder of bid details

item 15 & 16

item 20 & 21

item 22 & 23

item 24 & 25

item 27 & 28

item 29 & 30

item 31 & 32

item 33 & 34

item 38 & 39

item 40 & 41

item 42 & 43

item 46 & 47

item 48 & 49

item 50 & 51

item 52 & 53

item 54 & 55

item 56 & 57

item 59 & 60

item 78 & 79

item 80 & 81

item 82 & 83

item 87 & 88

item 89 & 90

item 91 & 92

18.0. HOW TO QUOTE:

18.1. Please refer the excel uploaded for Financial Priced Bid and quote accordingly.

18.2. Please quote the automatically calculated total delivered price in the cell H7 of the excel sheet in the GeM Priced Bid (Online). Bidders shall quote the GST percentage applicable to the major service in Cell G7, which shall be considered for bid evaluation. GST rates applicable to individual line items (Rows 11 to 98 of price bid excel) may be quoted separately and will be considered for invoicing and payment purposes only . Different GST rates may be quoted for individual line items, as applicable under GST regulations.

18.3. Do not upload this excel with the technical bid. Offers from vendors uploading this excel sheet or any other document indicating prices along with technical bid shall be rejected without any further correspond ence.

18.4. If there is a mismatch between the rates quoted in Excel Sheet & the Rates quoted in GeM Priced Bid (online), then the rates in the GeM Priced Bid (online) shall be considered for evaluation. The percentage o ver SoR shall be back calculated. Vendor should

18.5. In case of reverse auction, the final rates arrived post successful reverse auction shall be back calcul ated for arriving final at percentage over SoR.

18.6. For any clarification, bidders to contact the person for commercial queries before quoting.

18.7. Basis of evaluation: Overall Lowest

18.8. Total estimated basic financial limit of tender including reimbursement financial limit is Rs.1,20,00,00 0/- (Rupees One Crore Twenty Lakhs only) for one year

18.9. Total estimated basic financial limit of reimbursements is Rs.30,00,000/- for one year. Following are r eimbursement line-items for which payment will be made at actuals (vendor has not to quote the below m entioned line items):

1. Line item No- for Delivery Order Charges

2. Line item No- for Hazardous Charges 20'

3. Line item No- for Hazardous Charges 40'

4. Line item No- for Exchange Rate Variation

5. Line item No- for reimbursement of out of pocket expenses

6. Line item No- for reimbursement of out of pocket expenses

However, the above lines will be incorporated in PO for billing purpose. Vendor has to indicate applicable G ST for the each line items in the document provided separately.

19.0. CONTACT PERSONS

a. For Technical Queries

Ms Richa Nanda, Officer- Clearing & Forwarding Cell

CPO, MR,

Tel: 022-2507 6458

e-mail: richa.nanda@hpcl.in

Mr. BHUVANESWARY KANNAN; Deputy General Manager - Category Management (Refineries)

CPO, MR,

Phone: 022-2507 6103

Email: kbhuvana@hpcl.in

Mr Yogesh verma, Sr. Manager -CPO MR

Mr. D.B.Wayal, Ch. Administrative Assistant, Clearing & Forwarding Cell,

HR Dept., e-mail - dbwayal@hpcl.in, Tel: 022-25076809

b. For Commercial Queries

Ms. Sreeram Nagalakshmi Manasa; Officer - Procurement (Refinery)/ Ms. Indu; Chief Manager - Category Management (Refineries)
Hindustan Petroleum Corporation Limited,
Central Procurement Organization, HQO,
Mumbai – 400074,
e-mail: sreeram.manasa@hpcl.in/ indu@hpcl.in

Please contact only the above person for instructions regarding Commencement of Job and all post order correspondence.

20.0. MODE OF BIDDING

a. The Vendor(s) should quote a single lumpsum rate including GST for carrying out job as per the scope and tender terms and conditions as per clause no.18.

b. Vendor(s) are allowed to quote only in INR and order shall not be placed on foreign vendor(s). Any such bids wherein request is made to place order on overseas vendors shall be rejected.

c. Please note that prices shall be mentioned only in the page exclusive for Price updation. Offers where prices are mentioned at any other place other than the Priced Bid shall be summarily REJECTED.

Note:

Quote

Vendors are hereby informed that a facility has been enabled on HPCL Corporate Portal to display tenders published on GeM (Government e-Marketplace) Portal in addition to tenders published on HPCL e-Procurement Portal.

A dedicated link has been provided on HPCL Corporate Portal through which vendors can search and acces

s GeM tenders floated by HPCL using Tender Title, Tender ID, and other relevant search parameters.

Path: https://www.hindustanpetroleum.com/ ----> Quick Access Procurement Public Tender GeM Tender de tails Select Organization name as “Hindustan Petroleum Corporation Limited”.

Vendors are advised to regularly visit the HPCL Corporate Portal and utilize this facility to stay updated on all procurement opportunities available through both the HPCL e Procurement Portal and the GeM Portal.

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अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents (other than EMD and signed Integrity Pact - which can be submitted within 5 days of bid opening) in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers’ controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers’ Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in

the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

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

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

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

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

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

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

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

This Bid is governed by the सामान्य नियम और शर्तें/General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in 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---