

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687787810222

अनुबंध तिथि | Contract Generated Date : 09-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4757376](#)

संगठन विवरण | Organisation Details

प्ररूप | Type : Central PSU
मंत्रालय | Ministry : Ministry of Petroleum and Natural Gas
विभाग | Department : NA
संगठन का नाम | Organisation Name : Hindustan Petroleum Corporation Ltd
कार्यालय क्षेत्र | Office Zone : Petroleum House

खरीदार विवरण | Buyer Details

पद | Designation : Manager
संपर्क नंबर | Contact No. : -9962693561-
ईमेल आईडी | Email ID : con80.hpcl.tn@gembuyer.in
जीएसटीआईएन | GSTIN : 33AAACH1118B1Z
CHENNAI NEW TERMINAL, NCTPS ROAD, ATHIPATTU PUDU
पता | Address : NAGAR, VALLUR VILLAGE ,CHENNAI - 600120,
TIRUVALLUR, TAMIL NADU-600120, India

वित्तीय स्वीकृति विवरण | Financial Approval Detail

आईएफडी सहमति | IFD Concurrence : Yes
प्रशासनिक अनुमोदन का पदनाम | Designation of Administrative Approval : General Manager - Installation
वित्तीय अनुमोदन का पदनाम | Designation of Financial Approval : Sr. Manager Commercial

भुगतान प्राधिकरण विवरण | Paying Authority Details

Role: PAO
भुगतान का तरीका | Payment Mode: HPCL
पद | Designation : Accounts Officer
ईमेल आईडी | Email ID : pao1.hpcl.chennai@gembuyer.in
जीएसटीआईएन | GSTIN : -
New No: 1, Gandhi Irwin Road, "Thalamuthu Natarajan
पता | Address: Maligai" - 4th Floor, Egmore, CHENNAI -600 008,
Chennai, TAMIL NADU-600008, India

परोक्षिती विवरण | Consignee Details

क्र.सं. S.No	परोक्षिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : -9447985838- ईमेल आईडी Email ID : con560.hpcl.tn@gembuyer.in जीएसटीआईएन GSTIN : - पता Address : CHENNAI NEW TERMINAL, NCTPS ROAD, ATHIPATTU PUDU NAGAR, VALLUR VILLAGE ,CHENNAI - 600120, TIRUVALLUR, TAMIL NADU-600120, India	Monthly Basis Cab & Taxi Hiring Services - Sedan; 3000 Km x 364 hours; Local 24*7

सेवा प्रदाता विवरण | Service Provider Details

जेम विक्रेता आईडी | GeM Seller ID : 5A52200001487053
कंपनी का नाम | Company Name : FOND TRAVELS
संपर्क नंबर | Contact No. : 09840066449
ईमेल आईडी | Email ID : fondtravels@yahoo.co.in
R-35/10,NILGIRI APPARTMENTS,ANNANAGAR WEST EXTENSION,
Chennai, TAMIL NADU-600101, -
पता | Address :
एमएसएमई सत्यापित | MSME verified : Yes
एमएसएमई पंजीकरण संख्या | MSME Registration number : UDYAM-TN-02-0026192
एमएसई सामाजिक श्रेणी | MSE Social Category : General
एमएसई लिंग श्रेणी | MSE Gender : Male
जीएसटीआईएन | GSTIN: 33AAEPR6093E1ZO (R)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा विवरण | Service Details

सेवा प्रारंभ दिनांक (नवीनतम) | Service Start Date (latest by): 13-May-2024

सेवा समाप्ति तिथि | Service End Date : 12-May-2026

श्रेणी नाम | Category Name : Monthly Basis Cab & Taxi Hiring Services

बिलिंग चक्र | Billing Cycle: monthly

विवरण Description	Number of Vehicle(s)	Monthly Base Fare (Per package) inclusive of GST
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District	NA		
Zipcode	NA		
Vehicle Type	Sedan		
Type of car (Please select at least 3 options)	Honda Amaze, Hyundai Xcent, Tata Tigor, Ford Aspire		
Usage Variant	3000 Km x 364 hours		
Type of Service	Local 24*7	1	73500
Year of Vehicle Model	2022, 2023		
Km Travelled	Upto 75,000 Kms		
Air Conditioning Requirement	A/C		
Area of Operation	Plains		
Fuel Type	Petrol		
Duration in Months	24		
कुल राशि (सूत्र) Total Amount (Formula) : (Number of Vehicle(s)*Monthly Base Fare (Per package) inclusive of GST*Duration i n Months)			
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		1764000	
कुल ऐडऑन मूल्य Total Addon Value(INR)		0	
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		1764000	
अनुबंध की राशि Amount of Contract			
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)		1764000	
मूल्य विभाजन की पेशकश की Price Break up offered : प्राइज ब्रेक अप ऑफर किए गए दस्तावेज लिंक Price Break up offered Document link			
एसएलए विवरण SLA Details			
Service Specific Terms and Condition Of Monthly Basis Cab & Taxi Hiring Services			
1 Agreement Overview			
This Agreement represents a Service Level Agreement ("SLA" or "Agreement") between the Buyer and Cab & Taxi Hiring Service provider. The purpose of this agreement is to facilitate implementation of Monthly Cab & Taxi Hiring Service from the Buyer's premises or any other premises designated by Buyer. This Agreement outlines the scope of work, Buyer's obligations, special terms and conditions related to service delivery and payment of services for mutual understanding of the stakeholders. The Agreement remains valid till completion of scope of services or end of contractual duration (whichever is earlier) unless either superseded by a revised agreement mutually endorsed by the stakeholders or terminated by either of the parties thereof.			
The Services contracts placed through GeM shall be governed by following set of Terms and Conditions:			
1. General terms and conditions for Services (GTC);			
2. Service Specific Terms and Conditions (STC) of the Services contracts shall include the service level agreement (SLA) for the service;			
3. BID / Reverse Auction specific Additional Terms and Conditions (ATC) as specified by the Buyer.			
The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service specific STC which supersedes GTC, whenever there are any conflicting provisions.			
The above set of terms and conditions along with scope of work and service level agreement as enumerated in the document shall be construed to be part of the Contract between Buyer and Service Provider.			
2 Objectives and Goals			
The objective of this agreement is to ensure that all the commitments and obligations are in place to ensure consistent delivery of services to buyer by service provider. The goals of this agreement are to:			
1. Provide clear reference to service ownership, accountability, roles and responsibilities of both parties			
2. Present a clear, concise and measurable description of services offered to the buyer.			
3. Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified.			
4. To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons.			
The agreement will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same. The agreement can also be revised/ modified on mutual consent of the stakeholders.			
3 Parties to the Agreement			
The main stakeholders associated with this agreement are below-			
1. Buyer: Buyer is responsible to provide clear instructions, approvals and timely payments for the services availed			
2. Service Provider: Service provider is responsible to provide all the required services in timely manner. Service provider may also include seller, any authorized agents, assignees, successors and nominees as described in the agreement			
The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses service level/ deductions in case of non-adherence to the defined terms and conditions. It is assumed that all stakeholders have read and understood the same.			
4 Scope of Services			
This service deals with hiring of vehicles (including driver and fuel requirements) for a defined but temporary tenure on a monthly basis for local and outstation travel of individuals.			
Types of Cars: Buyers will have the option to choose the type of vehicle from the following categories:			
Type of Car	Definition	Examples	
		1. Maruti Suzuki WagonR	
		2. Maruti Suzuki Celerio	

Hatchback	This segment includes passenger cars with compact design in a two-box configuration, and usually a length between 3401 to 3995 mm.	<ol style="list-style-type: none"> 3. Maruti Suzuki Swift 4. Hyundai i10 5. Hyundai i20 6. Tata Tiago 7. Datsun Go 8. Tata Bolt 9. Hyundai Santro 10. Tata Indigo
Sedan	This segment includes passenger cars with mid-size design in a three-box configuration, and usually a length between 3990 to 4500 mm.	<ol style="list-style-type: none"> 1. Honda Amaze 2. Maruti Suzuki Dzire 3. Tata Tigor 4. Hyundai Xcent 5. Ford Aspire 6. Volkswagen Ameo 7. Tata Zest 8. Nissan Sunny 9. Toyota Etios
Premium Sedan	This segment includes passenger cars with executive design in a three-box configuration, intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular sedans and usually a length between 4000 to 4600 mm.	<ol style="list-style-type: none"> 1. Maruti Suzuki Ciaz 2. Honda City 3. Volkswagen Vento 4. Toyota Corolla 5. Hyundai Verna 6. Skoda Rapid
SUV	This segment includes passenger vehicles which combine elements of road-going passenger cars with features from off-road vehicles, such as raised ground clearance and four-wheel drive and length between 3995 to 4500 mm.	<ol style="list-style-type: none"> 1. Maruti Suzuki Ertiga 2. Maruti Suzuki Vitara Brezza 3. Mahindra Scorpio 4. Maruti Suzuki XL6 5. Ford Ecosport 6. Hyundai Creta 7. Renault Duster 8. Mahindra TUV300 9. Mahindra XUV300 10. Mahindra XUV 500 11. Mahindra Bolero 12. Mahindra Marazzo
MUV	This segment includes vehicles for transport of passenger and material with a seating capacity of 3 besides driver with an open loading capacity in the back for 1 to 1.25 MT	<ol style="list-style-type: none"> 1. Mahindra Bolero Camper 2. Tata Xenon 3. Mahindra Imperio 4. Isuzu Dimax
Premium SUV/MUV	This segment includes SUV/MUVs intended to provide passengers with increased comfort, a higher level of equipment and increased perception of quality than regular SUVs and length between 4300 to 4800 mm.	<ol style="list-style-type: none"> 1. Toyota Innova 2. Toyota Innova Crysta 3. Toyota Fortuner 4. Ford Endeavour 5. Jeep Compass 6. Tata Hexa 7. Tata Harrier 8. Honda CR-V

		1. Toyota Camry
		2. Honda Accord
		3. Mercedes Benz E Class
		4. BMW 3 Series
Luxury Sedan	This segment includes passenger vehicles with luxury design in a three-box configuration, intended to provide top level of comfort and highest perception of quality and length between 4500 to 5200 mm.	5. Audi A4
		6. Volvo S 90
		7. Jaguar XE
		8. Lexus ES
		9. Skoda Superb
		10. Skoda Octavia
		1. Mercedes Benz GLC
		2. BMW X3
		3. Audi Q5
Luxury SUV/MUV	This segment includes SUV/ MUVs with luxury design, intended to provide top level of comfort and highest perception of quality and usually length between 4600 to 5300 mm.	4. Jeep Grand Cherokee
		5. Land Rover Discovery Sport
		6. Jaguar F Pace
		7. Volvo XC 60
		8. Mitsubishi Montero

Ac and Non-AC Requirement: If the service is procured from the marketplace, the service provider shall provide AC cars. However, if the service is procured through bid creation, the Service Providers may provide the service based on buyer's selection.

Outstation and local travel: For the purpose of this service, local travel would include areas covered within the city limits or up to 50 km of one-way travel, whichever is higher, and outstation would include the areas covering outside the city limits or more than 50 kms of one-way travel, whichever is higher as per buyer requirements. If the buyer avails the services for a 24*7 requirement, the usage hours selected in the usage variant becomes null and void. It is the responsibility of the service provider to always provide one driver per vehicle as per the requirement, while complying with the Labour Laws.

Usage Variants: Buyers of this service can select from a range of usage variants (bundled km/hour package) depending on their requirements, which are listed below:

- 1200 km x 208 hours
- 1500 km x 260 hours
- 1500 km x 320 hours
- 2000 km x 320 hours
- 2500 km x 320 hours
- 3000 Km x 364 hours

In case the buyer enters its custom variant, the service provider shall provide the service as per these requirements.

Contract Duration: Buyer can avail the service maximum up to 5 years.

Year of Vehicle Model: The buyer can also select the year of vehicle model required to guarantee quality of the vehicle provided. The buyer can choose from models of 2022, 2021, 2020 and 2019. However, if the buyer requires an ex-showroom model or models older than 2019, they can enter custom requirement.

KM travelled: The buyer shall also specify the range of km travelled for the vehicle so as to guarantee quality. The buyer may choose from ranges starting from 0 km up to 1 lakh km run by the vehicle.

The provider of such services shall quote a monthly vehicle hiring cost depending on the usage variants, type of vehicle, location, and other parameters selected by the buyer.
Add ons

1. Outstation Night charges: For outstation travel, additional night charges shall apply. The service provider shall provide the outstation charges per night. The billing will be done on actual outstation nights availed during the contract period.
2. During the contract period, the Buyer may increase or decrease the quantity of vehicles and contract period upto 25% The payment for extra distance and extra duty hours will be done on basic package rate as under:
 1. Extra per km charges - Monthly package cost divided by no. of kms in monthly package multiplied by factor 0.5 in case of normal service and 0.4 in case of 24x7 service
 2. Extra hour charges - Monthly package cost divided by no. of hours in monthly package multiplied by factor 0.4. In case of 24x7 service, no charges for extra hours to be paid

An example of calculation for extra kms illustrated below for reference:

Calculation of extra Kms cost for extra 100 Kms beyond package Kms

Normal Service		24X7 Service	
Package 2000Kms X 320 Hrs		Package - 2000 Kms	
Package Cost (in INR)	50000	Package Cost (in INR)	60000
Per Km cost as per package (Rs. 50000/2000 Kms)	25	Per Km cost as per package (Rs. 60000/2000 Kms)	30
Multiplied by factor 0.5	12.5	Multiplied by factor 0.4	12
Cost for extra 100 Kms	1250	Cost for extra 100 Kms	1200

However, buyer mentioning extra Kms or extra Hour rates in bid will supersede this clause.

4.1 Service Details and Standards

1. All vehicles provided shall have all the necessary permits/licenses/clearances such as, but not limited to fitness certificate, PUC, full comprehensive insurance, road permit, registration certificate, as per the Motor Vehicles Act, RTO and other applicable laws and statutory bodies, for providing commercial vehicles for this service.
2. All vehicles provided shall be air conditioned and shall be equipped with an emergency medical first aid kit and a fire extinguisher.
3. All vehicles should be always in excellent working condition (both internally and externally). The service provider shall ensure that the vehicles deployed by him are cleaned thoroughly both internally and externally, boot kept clear of dust, rubbish, oil, bad odour and any personal belongings of the driver.
4. All vehicles deployed shall arrive at designated location on time and with full or sufficient tank of fuel.
5. The vehicle deployed shall be parked at the Buyer's/ User's premises after the duty hours if desired so by the Buyer/ User and cannot be taken-out without written permission from the Buyer/ User.
6. The drivers of the vehicles must possess a valid driver license and must have a minimum 2 years of driving experience.
7. The drivers of the vehicles must have a working mobile number for easy contact by the passenger. It must also always have an active internet connection where google maps can be accessed, to navigate the shortest and/ or fastest route possible avoiding traffic jams. The driver shall be always reachable during duty hours.
8. The drivers of the vehicles deployed should maintain polite & courteous behaviour towards the buyer/ passenger. "Misbehaviour" which may include, but not limited to, consumption of alcohol during or prior to duty, denial of duty during service hours as defined by user, use of abusive language, theft, shall attract deduction as per provisions of the contract.

4.2 Defined Timelines

1. The Service Provider shall ensure that assigned vehicle and driver report within 24 Hours of confirmation of order or as mutually agreed with the Buyer.
2. Buyer shall notify service provider of any change in schedule of hired car(s). The notification shall be provided 24 hours prior to change.
3. Delay in arrival beyond 30 minutes, shall attract deductions.

4.3 Service Assumptions

1. The Service Provider shall not sublet any part of the Contract. The Service Provider may act as an aggregator of vehicles/ individual drivers. However, it is the Service Provider who shall be responsible and liable to deliver the services as per the contract.
2. The time of service provided shall start from the point of pick up to the point of final drop off and the garage hours and km shall not be included.
3. The Buyer shall be entitled to use the vehicle within the scope of service specified under this contract and at no time during or after the completion of the contract, will the ownership of hired vehicle be transferred to the Buyer.
4. The vehicle deployed for duty shall at no point of time carry any person other than personnel authorized by the buyer.
5. The drivers/ staff provided by the service provider shall not be deemed employees of the buyer hence the compliance of the applicable labour laws and acts, Transport Motor workers Act and other relevant laws will be the sole responsibility of the service provider.
6. Buyer shall not be liable for any damages whatsoever to public property and /or any third person due to any accident arising out of and in the course of deployment of service provider's vehicle. The Service Provider shall be solely and exclusively liable for the losses / damages caused by the driver of the Service Provider and shall indemnify the Buyer in case of any such losses / damages.
7. The buyer will in no way be responsible for violation of traffic rules and /or infringement of any other law for the time being in force, either by the driver of the vehicle or by the service provider.
8. During the contract period, if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons that will be at the service provider's risk.

4.4 Limitations of Service Delivery (if any)

1. Hiring for this service would mean hiring for monthly basis for both local and outstation travel. The service for the selected month will be deemed to have been completed once the buyer has utilized the monthly usage .

5 Service Provider's Obligation

1. Service Provider shall ensure he level of service required is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
2. Service Provider shall ensure that proper inspection of vehicle has been done before deploying it to the Buyer/ Consignee location as per the contract.
3. The Service Provider shall ensure that all maintenance works related to the assigned vehicle will be carried out in off duty hours. It shall be ensured that all electrical connections including lights (both brake and front), horn, turn indicators, air conditioning and other vehicle systems shall be periodically checked and maintained by service provider to avoid any inconvenience to the buyer.
4. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the drivers in compliance with the Motor Transport Workers Act.
5. The service provider shall pay the toll charges, parking fee or entry taxes payable locally or outstation which shall later be reimbursed by the Buyer on actual basis as paid by the service provider.
6. The service provider must ensure that all necessary measures are taken by the driver to ensure passenger safety by avoiding negligent driving by their drivers such as over speeding, rash driving, and driving vehicle without brakes/defective brakes.
7. The service provider shall take comprehensive insurance cover with third party unlimited liability risk of the vehicles provided to the buyer.
8. In an event that, for any reason, the drivers provided change their contact number during the tenure of the contract then service provider will immediately notify the buyer of the above change.
9. The service provider shall be responsible for ensuring compliance with the provisions related to Labour Law [Central/State] and specially Minimum Wages Act, Payment of Wages Act, PF, ESI Act, Payment of Bonus Act, Contract Labour [R&A] Act, Workmen Compensation Act, Motor Vehicle Act, Motor Transport Workers Act, 1961 etc. and any other relevant acts as applicable at present or in future during the tenure of the contract and as may be enforced from time to time. Onus of compliance of all the applicable Laws/Acts/Rules/Guidelines/Notifications/Regulations/Orders shall rest with the service provider only and the buyer will not be liable in any manner.
10. The Service Provider shall not deploy or shall discontinue deploying the driver(s), if desired by the Buyer and must ensure prompt replacement of the driver(s) without any additional cost to the Buyer. The drivers being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with Buyer.
11. A mandatory, detailed contingency plan(s) in the event of mechanical breakdown of each vehicle, for each area of operation shall be provided by the service provider.
12. In an event that service provider fails to deliver or fails to carry out tasks as per schedule due to non-delivery of vehicle, break-down, servicing and repairs of vehicles, or if the vehicle is seized or detained or requisitioned by Police/Motor Vehicle Authority or any other authorities for whatsoever reasons, the Service Provider at his own cost shall make alternate arrangement by providing similar or higher class of vehicle(s) for which agreement is entered into, without any extra charges. Failure to do so will evoke deductions then buyer shall have right to make necessary deductions as per the provisions mentioned in the deductions of this document.
13. The Service Provider would be bound by the conditions with regard to police verification of the deployed staff and their medical fitness.
14. The Service Provider will deploy experienced drivers knowing the routes of the areas and familiar with the localities for carrying out the services. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of drivers so provided by him.

6 Buyer's Obligations

1. The location for reporting shall be provided by the buyer to the service provider.
2. The toll charges, parking fee or entry taxes payable locally or outstation shall be reimbursed by the Buyer to the Service Provider on actual basis as paid by the service provider.
3. In the event that the vehicles run more than the package kms as mentioned in the order details, the charges for additional km travelled will be paid as per the factor given above.
4. In the event of outstation travel, outstation night charges will be paid to the service provider if the duty hours end between 10:30 pm and 6:00 am at an outstation location.
5. The Buyer/ passenger must immediately report to the designated representative of the Service Provider any problems, complaints, incidents, or accidents that occur during the trip, including any form of inappropriate behaviour/ improper uniform by the driver.
6. It is fundamental that the driver does not under any circumstance directly or indirectly approach, solicit or accept work in any form the buyer/ passenger. If the driver of the vehicle communicates directly with the Buyer/passenger (either by telephone, in writing or verbally, and either before, during or after a trip) to make alter or change the nature of service provided the Buyer must immediately inform the Service Provider.

7. Buyer may validate the registration from e-vahan portal for authenticity of the vehicle proposed by the service provider.

8. Price Variation Clause:

"It is advisable to include Price Variation Clause in the long-term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

7 Service Tracking

Tracking of services ensures quality of service delivery in time bound manner, effective service tracking helps in analysing Service Provider's performance as well as Buyer's timely inputs for services and leads to immediate actions against the defaulters if any. Service tracking shall be mandatory for the both Buyer and Service Provider, non-tracking of the same may lead to a fine/ deduction on either party.

7.1 Logbook

1. The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the buyer. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.

7.2 Service Performance and Feedback

1. The principal point of contact for the issues arising out of this agreement will be the service provider or a designated representative who shall be any employee of the Service Provider in administrative and managerial capacity and in a position of authority to resolve issues. Nonetheless, the service provider shall be solely responsible for maintaining the quality and level of service provided.

2. The Service Provider shall maintain a compliant register in the vehicles for the complaints by the passenger travelling in the vehicle.

8 Deductions

In case of noncompliance of the standards of the services to be provided as per this agreement, the buyer would be at liberty to levy such deductions and terminate the contract as per the conditions detailed out below:

#	Nature of Default	Default Details	Deductions			Remarks
			1st instance	2 nd instance	3 rd instance	
1	Non deployment of vehicle/driver (no replacement provided)	Non deployment for 30 min or more, no replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 5% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 10% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.
2	Non deployment of vehicle/driver (replacement provided)	Non deployment for 30 min or more, replacement provided within to 2 hours	Warning	Deduction of 3% of particular monthly vehicle hiring cost	Deduction of 5% of particular monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.
4	Breakdown of vehicle during trip (no replacement provided)	No replacement provided up to 2 hours	Amount of charges for vehicle hired by Buyer from third party	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 8% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.
5	Breakdown of vehicle during trip (replacement provided)	Replacement provided within to 2 hours	Warning	Amount of charges for vehicle hired by Buyer from third party and a deduction of 2% of monthly vehicle hiring cost	Amount of charges for vehicle hired by Buyer from third party and a deduction of 4% of monthly vehicle hiring cost	After 3 rd instance, the buyer may terminate the contract or continue to impose the same deduction as imposed for 3 rd instance.
6	Delay in arrival of vehicle/ driver	For 30 mins or more	Warning	Deduction of 1% of monthly vehicle hiring cost	Deduction of 2% of monthly vehicle hiring cost	After 3 rd instance, the buyer may continue to impose the same deduction as imposed for 3 rd instance.
7	Misbehaviour by driver/ unacceptable	Any instance	Deduction of Rs.	Deduction of Rs.		After 2 nd instance, the service provider

	behaviour by driver		1000	2000/-		will have to replace the driver
8	Driver in intoxicated state	Any instance	Deduction of Rs. 2500/-			After 1 st instance, the service provider will have to replace the driver. After 2 cumulative instances, buyer may terminate the contract.
9	Failure to address deficiencies pointed out at inspection	Deficiencies not addressed after 24 hours of inspection	Deduction of Rs. 500/-	Deduction of Rs. 800/-	Deduction of Rs. 1000/-	After 3 rd instance, the buyer may continue to impose the same deduction as imposed for 3 rd instance.

9 Payment Terms

This section provides details about the terms and conditions of payment towards the services, it may also include deduction of payment in case of faulty service. Some notable points under payment terms are-

9.1 Payment Condition

1. The payment shall be made as per the financial quotes submitted by the Service Provider and accepted by the Buyer.
2. No advance payment shall be made to the Service Provider.
3. The price quoted shall cover all aspects of service delivery.
4. Nonetheless, any charges borne by the Service Provider with respect to toll charges, parking fee or entry taxes shall be reimbursed on actual basis upon submission of proof of payment.

9.2 Payment Cycle

1. Payment shall be made once the Service Provider submits the invoice for the same as per the prescribed process flow.
2. The Buyer shall make the payment within prescribed timelines as per the payment process flow upon submission of invoice.

9.3 Payment Process

1. Payment shall be made only after submission of invoices, non-submission of the same may lead to delay/ deduction in payment.
2. All the deductions/ fine/ interest (if applicable) will be settled before making the payments. Service Provider shall not have any objection on the same.
3. Payment will be made through bank transfer/ online payment mode only and in no circumstance cash/ cheque payment will be made.

10 Amendment of Contract

During service delivery period some conditions may occur when the Buyer and/ or Service Provider may require to amend the Agreement, some of such conditions may be as followed-

1. Amendment of the Contract after event of Force Majeure: In case of occurrence of any exceptional event/ circumstance which has affected either party directly to perform the agreed services, the agreement can be amended. However, cause, evidence and nature of such effect shall be notified to the other party.
 2. Amendment in statutory variations: All statutory variations leading to increase in the cost of the contract will be debited to the buyer accounts.
- Variation of the Contract as per both parties' consent: The variation in the contract can be done through the following, however, the variation put together shall not reduce or exceed 25% of contract value:
1. Increase or decrease in the quantity of vehicles
 2. Increase or decrease in duration of contract

11 Termination of Contract

The Agreement shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:

1. Mutual consent: The contract may be terminated based on mutual consent in case the services are no longer required. Termination based on mutual consent will not attract any deductions or shall not be liable for any extra payments other than payment of invoices raised till the time of termination including notice period.
 2. Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.
- Breach of SLAs: The contract may also be terminated if i) the cumulative deductions rise to 10% of the contract value ii) repeated breach of any SLA beyond 3 instances as per buyer discretion.

However, termination of this Contract shall not affect any accrued rights or remedies of either party.

Calculation Formula for the Service

\$total = \$quantity*\$cost*\$duration_in_months

\$quantity = Number of Vehicle(s)

\$cost = Monthly Base Fare (Per package) inclusive of GST

\$duration_in_months = Duration in Months

*****END OF DOCUMENT*****

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

1. Fleet of owned vehicles with service provider, (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser) : 100
2. Drivers on Payroll (in Numbers) (Please limit the number to up to 100% of the vehicles demanded or 30 whichever is lesser) : 100
3. Minimum years (up to 5 years) of experience in related field : 7
4. Geographic Presence in States : TAMILNADU
5. Rate Per Km for Extra Usage in excess of chosen package as per the Vehicle Type selected. In case of bunch bid buyer must indicate extra KM rate for every Vehicle Type that is bunched: : Extra Kilometer payment will be paid at 0.2 times the monthly package cost divided by no. of kilometers in monthly package multiplied by extra kilometer in case of

24x7 Service, as per GeM Terms

6. Rate Per Hour (Inclusive of GST) for Extra Usage in excess of chosen package : Extra Hour Not Applicable as service is 24x7 hrs
7. Scope of Work : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

1. Certificate (Requested in ATC) : [click here](#)
2. Compliance With Motor Vehicle Act : [click here](#)
3. Proof Of Document For Ownership Of Vehicles With Service Provider : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	ICICI
ईपीबीजी प्रतिशत (%) ePBG Percentage(%) :	5.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- 1.1 This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- 1.2 This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Generic

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

2.3 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

The Terms & Conditions mentioned here will supersede all other details mentioned else where in the tender/ GeM Bid

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

Special Terms and Conditions

Usage of TReDS Platform by MSME Vendor

The government has introduced Trade Receivables Discounting System (TReDS) which is a platform approved by the Reserve Bank of India specifically 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 into liquid funds.

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

- Invoice Mart (A.TREDS Ltd)
- Mi Exchange (Mynd Solutions)
- RXIL (Receivables Exchange of India Ltd.)

All MSME vendors with UDYAM REGISTRATION CERTIFICATE are MANDATORILY required to get themselves registered with any one or all of the above said TReDS platforms upon receipt of LOI/PO. . In case any Vendor is not updated as MSE in HPCL System, same needs to be updated through valid UDYAM to enable TReDS onboarding.

HPCL has also enabled TReDS discounting option in HPCL system for ease of process during payments post PO placement.

SITE VISIT

1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. NO CLAIM WILL BE ALLOWED

2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.

3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.

COMPOSITE PERFORMANCE GUARANTEE THRU SFMS COMPLIED:

Composite Performance Bank Guarantee inclusive of Security Deposit shall be submitted for a 3% basic value of PO valid for a period of 15 months from the date of PO i.e. CPBG valid for

15 months from the date of PO/LOI

BG should be obtained from the Bank Branch (scheduled Bank, other than Cooperative Bank) which is live on SFMS.

a) Your Bank should send the BG issuance advice through SFMS to HPCL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC:

ICIC0000393)

b) While sending BG issuance advice, your Bank should mention applicable Unique Identifier Code (UIC) from the list given below (e.g. "HPCL508902133SO" if BG pertains to South Zone) in row/field number 7037 of SFMS Delivery Report.

South Zone

Chennai

HPCL508902133SO

c) Vendor has to take a print-out of SFMS Delivery Report from the BG Issuing Bank Branch and attach copy of the same along with the hard copy of BG while submitting the same to HPCL.

DESCRIPTION OF WORK

1. GENERAL

M/s Hindustan Petroleum Corporation Limited (HPCL) invites competitive bids for OPERATIONAL OFFICE VEHICLE SERVICES at Chennai New Terminal.

2. SITE ADDRESS

HINDUSTAN PETROLEUM CORPN. LTD
CHENNAI NEW TERMINAL,
NCTPS MAIN ROAD, ATTIPATTU PUDU
NAGAR, VALLUR VILLAGE,
CHENNAI - 600120

3. CONTACT PERSON:

Mr ARUNBALAJI VD: Ph: 9655453225 email: arunbalaji.vd@hpcl.in

4. SITE VISIT:

Bidder is advised to visit the above mentioned site address of the works & surroundings and obtain for himself and on his own responsibility all information that may be necessary for preparing of the bid and entering into the contract. The cost of visiting the site shall be at bidder's own expenses. No extra claim on account of non-familiarity of site conditions shall be entertained during and/or after execution of works. The prospective bidders are requested to thoroughly read and comprehend the various sections of this tender document.

5. SCOPE:

This tender is placed for Monthly Basis Cab & Taxi Hiring Services @ Chennai new terminal for operational office vehicle services:

Sedan: Local 3000km -24*7 local on call services. Air Conditioned Vehicle for Plain Area Service.

Driver should be available to provide proper services 24*7 as per instructions given by officer. Since 24x7 operation is required, no payment for extra hours will be made as per GeM Terms. (Vendors to Quote Accordingly). Extra Kilometer payable

nt will be paid at 0.2 times the monthly package cost divided by no. of kilometers in monthly package multiplied by extra kilometer in case of 24x7 Service, as per GeM Terms.

Purpose of vehicle services mainly for transportation during tanker / TW operations during odd hours, zonal works and for pick and drop services from terminal to station, Maintenance activities during extended office hours also on Sundays and Holidays.

The taxi service should be available at all hours as per instructions given by officer. Additional driver to be deployed for days in which 24 hours operations are required, this is mandatory in order to avoid staffs getting fatigued, and hence avoiding unsafe services and accidents. This will be strictly monitored and in case there is any deviation strict action shall be taken including penalty.

The vehicles need to fly on various types of roads viz. National Highways, State Highways, City roads, District roads, Village roads etc. both in cities and remote villages as per HPCL's requirement.

Terms and conditions:

1. The vehicle engine manufacture year should not be less than 2023, 2022.
2. The vehicle should have run not more than 75,000 kilometers.
3. The vehicle model should be from the following types:
 - a) Tata Tigor
 - b) Honda Amaze
 - c) Hyundai Xcent
 - d) As mentioned in GeM
4. The vendor should have their main office in Tamil Nadu/ GST registration of Tamil Nadu.

SITE ADDRESS:

HINDUSTAN PETROLEUM CORPORATION LIMITED CHENNAI NEW TERMINAL NCTPS MAIN ROAD,
ATHIPATTU PUDHUNAGAR
CHENNAI 600 120.
(TEL.NO. 044 - 27960900 - 930)

TERMS AND CONDITIONS

1. All the quantities mentioned in "schedule of quantities" are purely approximate and on as and when required basis. HPCL reserves the right to increase or decrease the quantity or delete the item completely without explaining the reason. Payment will be made on actual job carried out or as specified.
2. HPCL will pay only the hire charges as applicable. All the expenses like salary of driver, fuel, lubricating oil, batteries, consumables, maintenance of vehicles, road tax, insurance, fines etc. including any other incidental charges will be in contractor's Scope.
3. NHAI entry fee, Toll charges, Car parking charges, Airport entry charges, state boarder tax to be paid by the contractor for the vehicles on duty, if any, and same will be reimbursed by HPCL against documentary proof along with monthly bills.
4. All the jobs have to be carried out to the entire satisfaction of concerned department in charge and as per his directions and suggestions.
5. All the safety & security regulations & other statutory rules applicable in the area shall be meticulously complied with.
6. Additional driver to be deployed for days in which 24 hours operations are required, this is mandatory in order to avoid staffs getting fatigued, and hence avoiding unsafe services and accidents. This will be strictly monitored and in case there is any deviation strict action shall be taken including penalty of Rs 500 per shift.
7. Contractor has to provide his workmen should follow all standard operating procedure as per corporations safety and also COVID19 precautionary measures from Govt directives/HPCL's HQO advice.
8. Any act of indiscipline/ misconduct/ theft/ pilferage/violation of safety on the part of contractor or his workmen, will be viewed very seriously and HPCL will have right to terminate the contract forthwith.
9. In case, any job assigned to the contractor is not started within 30 mins of intimation, HPCL reserves right to get the job done through any other agency and differential cost shall be deducted from the bill/ security deposit.
10. If during the contract/ order period, it is found that the contractor receives more than two letters from the corporation about unsatisfactory work and does not fulfill his obligation in respect of the work entrusted to him, the corporation will have right to terminate the order/ contract and work will be carried out through some other agency at the cost & risk of contractor.
11. The contractor shall agree to keep the corporation indemnified and save the corporation harmless from any and all claims whatsoever from damages/ cost or otherwise arising from injuries or alleged injuries to/ or death of persons (including corporation's representatives and employees) or alleged damages to property.
12. LOGBOOK MAINTENANCE

The service provider will maintain a separate duty slip for each vehicle, which will be signed by the authorized signatory of the buyer/ passenger. Before each car is allotted for duty, the odometer reading shall be noted down by the driver and subsequent entries for starting time/closing time, places visited etc. for each duty during service hours. After completion of duty, the driver shall again note down the odometer reading and get it checked and signed by the user of the vehicle deployed by the buyer. On the basis of each vehicle's duty slip, the service provider shall prepare bills enclosing therewith a consolidated statement of each vehicle's running and original copies of duty slip.

13. Child workers below the age of 18 years shall not be allowed to work.
14. Contractor shall not be entitled to sublet, sub contract or assign the work against order placed.
15. HPCL reserves the right to place the order on any party at their own discretion.
16. Income tax will be deducted at source as per the rules at prevailing rates, unless certificate, if any, for deduction at a lesser rate or nil deduction from appropriate authority is submitted by the contractor to HPCL.
17. Contractor shall on intimation of HPCL Officer, immediately change/dismiss from the work any person employed by him, who maybe in the opinion of HPCL Officer, be incompetent or misconduct himself or doubtful integrity and any consequences arises due

to the above shall be purely handled by the vendor and no Job of terminal shall be affected whatever be the reason. If any disruption arises out of the same, Vendor Performance will be treated as Poor and Vendor will become ineligible to participate in future tenders due to failure on Part of Contractor Management

18. **COMMENCEMENT OF JOB:** In case job is not started within 30 mins hrs of intimation or Contractor is unable to complete the assigned job within the stipulated time, HPCL reserves right to get the job carried out through any other agency/ party and additional charges will be debited to the Contractor having the purchase order.
19. **CONTRACT PERIOD:** The contract shall remain in force for a period of TWO YEARS from the date of LOI/purchase order. However the corporation reserves right to terminate the contract any time before the expiry of the contract period by giving the contractor one month notice in writing without assigning any reason what so ever.

20. Security deposit 2% of the basic value of PO valid for a period of 15 months from the date of PO.
21. **PAYMENT TERMS:** No advance payment shall be made by HPCL. Payment will be made via e-payment within 30 days from the date of receipt of approved bills for which contractor will have to declare their bank details via e-mandate (format specified by HPCL).

Along with the bills following documents needs to be submitted for making payment

1. Proper Bill with Invoice Transmittal
2. Logbook details with daywise details of trip duly signed by the concerned officer.

If any of the above is not attached it will not accepted for further processing.

22. **VALIDITY:** The rates quoted in the tenders shall be kept valid for acceptance by HPCL for 90 days from the due date for submission of tenders by the Contractors. All the prices shall be firm during the above period and also during the contractual delivery period or the extended period for any reasons whatsoever of the contract. No escalation in prices shall be entertained during the said period by HPCL under any circumstances.

23. **AUDITS OF CONTRACT:** This contract is subject to inspection by various audit/ vigilance agencies of government of India/ HPCL. If any inspection of works is carried out by such agencies contractor shall extend his full cooperation to these agencies in examining the records. On inspection by such agencies and in their inspection report, if it is pointed out that contractor has not carried out work according to the guidelines laid down in the tender documents and also if any recoveries in some items is pointed out therein, same shall be recovered from contractors running bills / final bill. The item under dispute shall not be paid in full till inspection agency gives their no objection report.

24. **CANCELLATION OF CONTRACT (IN PART OR FULL)**

HPCL reserves the right to carry out any job(s) through another agency at the cost and risk of the contractor if the contractor:

- commits default in proceeding with the work with due diligence and continues to do so after a notice in writing within 7 days from the Site in Charge. or
- commits default in complying with the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him by the site in charge. or
- fails to complete the works or item of works within individual/ particular date of completion on or before the date(s) of completion and does not complete them within the period specified in a notice given in writing by the site in charge.

HPCL reserve the right to cancel the order / contract with 30 days advance notice.

25. **PENALTY:** In case contractor's person doesn't report for duty during PLT, penalty of Rs.500/shift shall be deducted

Special terms & conditions.

1. Services are to be provided as & when required basis only.
2. Contractor has to certify the conduct of his employees deputed for job.
3. It is mandatory for contractor to provide Police verification of both the drivers deputed for without which no permission will be granted to provide services. The same has to be produced within Fifteen days of getting the LOI/PO.
4. Work timing is as per instruction given by the officer.
5. The above-mentioned activities are indicative only and are not limited. The job is to be carried out as per the direction of Officer in charge even though not fully specified in order.
6. Person appointed for job to be physically fit & routine medical checkup of concerned will be responsibility of contractor.
7. HPCL reserves the right to add or delete any item of the bill of quantities at later date at its discretion depending on the site requirements and also split the entire job between two or more contractors without assigning any reason. Offer not meeting terms and conditions shall be rejected. It is the responsibility of supervisor to ensure that all jobs are done as per schedule and documented with OIC.
8. Contact telephone number of contractor/ representatives shall be given to HPCL officer in charge.
9. Contractor shall not be entitled to sublet the job.

BID QUALIFICATION CRITERIA:

BID QUALIFICATION CRITERIA PROVIDED IN THIS DOCUMENT IS DEEMED TO BE FINAL. ANY OTHER CRITERIA PROVIDED IN ANY OTHER DOCUMENT OF THIS BID OR ANY DEFAULT VALUES OF GEM BID IS NOT TO BE CONSIDERED."

Bidder shall meet all the criteria specified under Clause 1.1 and 1.2

1.1 Technical Criteria

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

a. Three similar completed works, each costing not less than the amount 11.69 Lakhs

or

b. Two 2 similar completed works, each costing not less than the amount of 14.62 Lakhs

or

c. One similar completed work costing not less than the amount of 23.39 Lakhs.

Similar works shall mean providing Cab & Taxi Hiring Services on monthly basis to Petroleum Storage Terminals/LPG/Depots/Installations/Refinery or any hydrocarbon industry handling facility in India.

Value of completed job shall be considered inclusive of all taxes. In case the above items are a part of composite order involving other jobs the full order value shall be considered for meeting the BCQ criteria.

For this purpose, following shall be considered as single job during the stated period if the job(s) is:

- a. Carried out at single installation through a single or multiple purchase orders.
- b. Carried out at multiple locations through a single purchase order
- c. Carried out at multiple locations through multiple purchase orders but through a single bidding process.

Information/Documents required along with bid:

- (a) Title, style and postal address of the firm.
- (b) Communication particulars including telephone numbers, fax numbers and e- mail address.
- (c) Any other document certified by the owner/client (for whom the job has been executed specifically having mention of the jobs carried out in support of meeting the technical criteria stipulated above.

1.2 Annual Turnover: shall meet the minimum prescribed pre-qualification requirement as follows:

Average Annual financial turnover, as per audited balance sheet and Profit & Loss account during the last three financial years ending March 2023/Dec 2023/Sept 2023 shall be at least Rs. 8.77 Lakhs.

In case of financial results of March 2023 is not declared then the previous three years financial results will be considered

Note:

- Both the above criteria to be met for qualification of applicants. The vendor shall submit job completion report as the proof for completed works.
- Criteria for prior experience and prior turnover to be relaxed by 15% for Micro and Small Enterprises subject to meeting the prescribed quality and technical specification of the tendered items/services.
- Startups exemption is provided in line with Govt. guidelines and circulars

1.3 Bidder shall furnish documentary evidence i.e. copies of work orders/ relevant pages of Contract, completion certificate from their clients/PM & SS Services provider, annual reports containing audited balance sheets in support of their fulfilling the bid qualification criteria. HPCL reserve the right to complete the evaluation based on the details furnished without seeking any additional information.

Parties who are affiliates of one another can decide which Affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However, up to 3 affiliates may make a joint bid as a c

onsortium, and in which case the conditions applicable to a consortium shall apply to them.

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

- a. controls either directly or indirectly a Party, or
- b. which is controlled directly or indirectly by a Party; or
- c. is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a Party. “Control” means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause of direction of the management and material business decisions of the controlled entity.

Bids may be submitted by:

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

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

- a) The bidders (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfil each eligibility criteria on individual / combined basis.
- b) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfil each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfil each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfils each eligibility criteria, then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.
- c) In case the bidder(s) is/are a consortium (including an unincorporated JV), then the following conditions will apply:
 - . Each member in a consortium may only be a legal entity and not an individual person;
 - . the Bid shall specifically identify and describe each member of the consortium; the consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
 - . One participant member of the consortium shall be identified as the “Prime member” and contracting entity for the consortium;
 - . this prime member shall be solely responsible for all aspects of the Bid/Proposal including the execution of all tasks and performance of all consortium obligations;
 - . the prime member shall fulfil each eligibility criteria;
 - . a commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the member’s commitment to perform all relevant tasks and obligations in support of the Prime/lead member of the Consortium and a commitment not to withdraw from the consortium;
 - . No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of the Owner.
 - . No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
 - . No consortium member shall hold less than 25% stake in a consortium;
 - . Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
 - . Any person or entity can bid either singly or as a member of only one consortium.
- d) In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, then the foreign bidder shall have to fulfill each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure of any supply or performance of the equipment, machinery, material or plant or completion of the work in all respects and as per the warranties/ guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the foreign company 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 Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the work, etc.

Information/Documents required along with bid:

- (a) Title, style and postal address of the firm.
- (b) Communication particulars including telephone numbers, fax numbers and e-mail address.
- (c) Following documents are required to be submitted as proof of meeting pre-qualification criteria [Clause no. 1.2-Commercial]:
 - a. Notarized copies of Audited Annual Reports/Balance sheet & Profit and Loss account for the last three financial years ending March’21. For the vendors following financial year closing at the end of September or December, the last 3 financial years ending with the respective quarter of 2020 will be considered
- (d) Following documents are required to be submitted as proof of meeting pre-qualification criteria [Clause no. 1.1 (Technical criteria)]

- a. Notarized copy or original Purchase/work Order /Scope of work /certified bills from client /owner / project PM & SS Service's provider/ along with their completion certificate. The Purchase/work Order and completion certificate should mention the details of jobs carried out by the applicant so as to enable us to identify whether the applicant(s) meets the technical criteria stipulated above or not.
- (e) Any other document certified by the owner/client (for whom the job has been executed specifically having mention of the jobs carried out in support of meeting the technical criteria stipulated above.
5. The Bidder shall be in a position to furnish the original documents corresponding to the Copies submitted in respect of Clause No.1.1 (Technical criteria) and Clause No. 1.2 (Annual Turnover).
6. Offers received from Vendors who are blacklisted or Holiday listed by HPCL as of due date of this tender shall not be considered for evaluation and shall be rejected.

7. Documents (PO copies & completion certificates) of sub contracted jobs shall be accepted only if the bidder submits documentary evidence that the sub-contractor has been approved or recognized by the client/owner (company issuing the main purchase order), and that the main job has been completed i.e., copy of completion certificate of the main job issued by the owner/client to the main contractor to be submitted. This document is not required if the completion certificate of the sub contracted work is issued or certified by the client/owner.

If the documents i.e. Purchase Order/Balance Sheets submitted by the bidder for BQC compliance are in foreign currency, then the same will be evaluated basis the currency conversion rate (RBI reference rate) prevailing as on that date of the document. e.g. Date of purchase order etc.

5.2 DOCUMENTS AND DATA REQUIRED WITH BID

5.4.1 Bidders are required to submit all such past experience (s) (PTR) meeting the BQC along with relevant supporting documents in the first instance itself, along with the bid to justify that the bidder meets the Qualification criteria as given above. Accordingly, only such past experience (s) shall be considered for qualification, details of which are provided in the bid by the bidder and subsequently no additional past experience (PTR) shall be sought from the Bidder.

5.4.2 Documents towards Experience Criteria:

The bidder in his own interest shall furnish the following documents in support of his meeting the Bidder Qualification Criteria as per clause no. 5.1 of this document:

- i) Detailed Work Order
- ii) Completion Certificate.
The execution certificate submitted by a Bidder in place of Completion Certificate can also be considered for meeting the stipulated Criteria, provided that the asset for which the said execution certificate has been issued is ready for commercial use.
- iii) Schedule of Rates and/or any other documents, as required, to establish credentials in support of BQC.
- iv) In case bidder submits PTR for a work executed by them as a sub-contractor to the end-user/ owner, besides other documents (mentioned above) as required from main contractor, bidder shall also be required to either submit a completion certificate from end- user/ owner/PMC mentioning that the work has been executed by bidder as sub- contractor or a copy of approval by end- user/ owner/PMC for engaging the bidder as sub-contractor.
- v) In case Bidder submits PTR for Past Experience as Consortium Member, bidder is required to submit above documents mentioned in S. (i) to (iii) and Consortium Agreement / MOU clearly defining the scope and responsibility.

The failure to meet the above qualifying criteria(s) will render the bid to be summarily rejected. Therefore, the bidder shall in his own interest furnish complete documentary evidence including certificates(s) of the work executed to justify the qualifying criteria.

5.4.3 Documents towards Financial BQC:

Bidder shall submit the following documents to substantiate the Financial BQC:

- (i) Complete Audited Financial Statement (which includes Balance sheet and

-with all schedules, Notes referred to therein and the Auditors report)

Notes towards Financial Documentation:

- a) Financial Statements of Latest Years: closing date was within 9 months prior to Bid due date and/or Complete Audited Financial Statement of last financial year are not available, Bidder has the option to submit the financial details of the three previous financial years immediately prior to the last financial year. Otherwise, it is compulsory to submit the financial details of the immediate preceding three financial years. For example, In case, Bid due date is up to 31st December and Financial details of immediate preceding financial year (year ending 31st March of the same year) are not available, the financial details of the three previous years immediately prior to the last financial year may be submitted.
- b) Bidder shall submit Standalone Financial Statements. However, Consolidated Audited Financial Statements are acceptable in following situations:
 - (i) Bidder is a Parent/Holding Company: Where only consolidated Audited Financial Statements are prepared and audited, which includes the financial details of their wholly owned subsidiaries etc., consolidated audited financial statement shall be considered for establishing the financial criteria subject to Statutory Audit or/ CEO/ CFO/ Company Secretary or any member of the Board of Directors of the Bidder, certifying that standalone Financial Statements of Bidder (without the financial data of subsidiaries, etc.) is not separately prepared and audited.
 - (ii) Bidder is a Subsidiary Company: In case a Bidder is a Subsidiary Company and separate Financial Statements of the Bidder is not prepared & audited, but only a consolidated audited Financial Statement of their Parent Company/Holding Company are available, consolidated audited Financial Statement shall be considered for establishing the financial criteria subject to Statutory Auditor/ CEO/ CFO/ Company Secretary or any member of the Board of Directors of the Parent/Holding company (whose Audited Financial Statements are submitted for qualification) certifying in their letter head that Financial Statements of Bidder are not separately prepared and audited.

5.5.1 Authentication of BQC documents [together with documents against MSE, if applicable]:

- a) It is bidders responsibility to submit all the documents. No amount of checking or verification by HPCL shall absolve Bidder from his responsibility.
- b) Bidder shall submit documents in support of meeting the Bidder Qualification Criteria [together with documents against MSE, if applicable], meeting the authentication process as under:
- i. By CEO / CFO / Company Secretary (CS) or any member of the Board of Directors in case of Limited Companies (Private / Public Limited);
CEO/ CFO/ Company Secretary or any member of the Board of Directors in case of a limited company can either sign all the pages of the documents or submit a certificate signed by them [as per Format-B of IFB], listing out all the BQC documents submitted in the Bid along with basic details, duly referenced.
- Or
By the Proprietor / any two Partners and also Notarized by Public Notary on all pages of the documents in case of Proprietorship / Partnership firms.
And
- ii. In addition to above, Bidder shall furnish an undertaking in the format enclosed herewith [as per Format-B of IFB], from the same authority (authorities) who had signed and authenticated the documents. Such undertaking shall also be notarized by Notary Public in case of Proprietorship / Partnership firm.
- c) Requirement of certification/authentication as stated above shall not be applicable to published audited annual financial statements in English, if original booklets are submitted.
- d) Bidder shall upload the authenticated copies of documents duly digitally signed, on the e-procurement website. Hence submission of physical document is not required.

6.0 DELETED

7.0 GENERAL.

- 7.1 Unincorporated Joint Venture (JV) / Consortium Bids shall not be accepted.
- 7.2 Owner reserves the right to evaluate the Bids using in-house information.
- 7.3 Owner reserves the right to verify the credentials of the documents submitted by bidders towards the BQC.
- 7.4 Bidder should not be under liquidation, court receivership or similar proceedings.
- 7.5 The Bidders who are on Holiday / Negative of HPCL on the due date of submission of Bid / during the process of evaluation of the Bids, the offers of such Bidders shall not be considered for Bid opening/Evaluation/Award. Please refer rules available on HPCL website for the subject
- 7.6 Bidder to inform the status of their being on black listing / holiday listing by MOPNG and other OIL PSUs. Bidders who are on holiday list of MOPNG and other OIL PSUs shall not be considered for evaluation. Further, any wrong declaration in respect of holiday listing shall render the vendor liable for action under the holiday listing policy of HPCL/ action as per policy hosted on website of HPCL.
- 7.7 HPCL shall not be responsible or liable for cost incurred in preparation, submission & delivery of Bids, site visit, participating in the discussion and other expenses incurred during the Bidding process, regardless of the conduct or outcome of the Bidding process.
- 7.8 In case, any Bidder is found to be involved in cartel formation, their Bid shall not be considered for evaluation/ placement of order. Such Bidder shall be put on Holiday / blacklisted / debarred from Bidding in future for HPCL.
- 7.9 Canvassing in any form by the Bidder or by any other agency on their behalf may lead to disqualification of their Bid.
- 7.10 HPCL reserves the right to reject any/or all the Bids received or annul the Bidding process at any time at their sole discretion without assigning any reason thereof.
- 7.11 Unsolicited clarifications to the offer and/ or change in the prices during the validity period would render the bid liable for rejection.
- 7.12 For detailed specifications, terms and conditions and other details, refer complete Bidding Document.
- 7.13 Owner reserve the right to complete evaluation of the bidder as per the details furnished by bidder without seeking any additional information / document.
- 7.14 For terms and conditions and other details/Specifications, refer complete Bidding document and subsequent Amendment(s), if any.

2.4 Buyer Added Bid Specific ATC:

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

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.