



**HINDUSTAN PETROLEUM CORPORATION LIMITED**

**DIRECT SALES DEPARTMENT, 2nd FLOOR,  
HINDUSTAN BHAVAN  
8,SHOORJI VALLABHDAS MARG  
BALLARD ESTATE ,MUMBAI - 400 001  
TEL No : 22637223/22637217  
FAX No :22671077 / 22637283  
Email : mramteke@[hpcl.co.in](mailto:mramteke@hpcl.co.in)**

**TENDER No : 9000222-HD-14001**

**TENDER DOCUMENT**

**FOR**

**SUPPLY OF 1 LITRE AND 5 LITRE HDPE CONTAINERS AT  
HPCL'S MAZGAON & 1 LITRE HDPE CONTAINER AT  
SILVASSA TERMINAL**

**Signature & Seal of the tenderer**



HINDUSTAN PETROLEUM CORPORATION LTD  
DIRECT SALES DEPARTMENT ,HINDUSTAN BHAVAN  
8,SHOORJI VALLABHDAS MARG, BALLARD  
ESTATE, MUMBAI 400001  
TEL : 91-22-22637223/ 22637217  
FAX No : 91-22-22671077 /22637283

**COVERING LETTER**

**REF: LUB/PUR/HP/MTR**

**Dated : 17.02.2010**

**PUBLIC TENDER NO : 9000222-HD-14001**

**DUE DATE : 11/03/2010 @ 15:00 HRS**

**SUBJECT : SUPPLY OF 1 & 5 LITRE HDPE CONTAINERS  
AT HPCL'S MAZGAON AND 1 LITRE HDPE CONTAINER  
AT SILVASSATERMINALS AS PER  
ATTACHED SPECIFICATIONS.**

**EMD : Rs. 5 Lakhs**

Dear Sir,

We invite sealed tenders in two bid system (Unpriced & Priced) from manufacturers for supply of HDPE Containers of 1 & 5 Litre nominal capacity as per specifications attached , for a period of one year from the date of placement of order. Quantity and No. of vendor required is as under:

<b>Sr No</b>	<b>Locations</b>	<b>Description</b>	<b>Quantity required in nos</b>	<b>No of Vendors required</b>	<b>Ratio of award of business ( % age)</b>
1	HPCL ,Mazgaon Terminal , ,Haybunder Road ,Mumbai	1Litre HDPE Containers	190,00,000	4	40:30:20:10
2	HPCL,Silvassa Terminal, Survey No 220/1,220/2,Khanval Udva Road, Dadra & Nagar Haveli	1Litre HDPE Containers	50,00,000	2	60:40
3	HPCL , Mazgaon Terminal,Haybunder Road Mumbai	5 Litre HDPE Containers	17,00,000	3	50:30:20

**MINIMUM QUALIFYING CRITERIA / PRE – QUALIFICATION CRITERIA:**

Tenderer who fulfil the following **Minimum Qualifying Criteria** may submit their documents against this tender Documents supporting the following criteria has be submitted along with the Un-Priced Bid:

1. **Annual Financial Turnover** should not be less than Rs. 750 Lakhs in any one of the last 3 financial years. Please submit audited Profit & Loss Statement / Certification from Chartered Accountant for the last 3 years.

2. **Technical:** The tenderer should have the experience of having successfully completed similar work during the last 7 years, period ending 31<sup>st</sup> Jan 2010, as follows :

3 orders worth Rs. 120 Lakhs each or

2 orders worth Rs. 150 Lakhs each or

1 order worth Rs. 240 Lakhs each

***Similar Works :***

***For the purpose of this Tender, Manufacture and Supply of HDPE Containers of 1/4<sup>th</sup> litre to 5 litre capacities, will be considered as similar works.***

***Please submit copy of Purchase Order or Work Order or Certificate/Letter from end user stating that the PO/ Work Order has been completed satisfactorily.***

**3. EMD : 5 Lakhs**

Contractor shall submit an Earnest Money Depot (EMD) of Rs.5,00,000/- (Rupees Five Lakhs only) by Crossed demand draft drawn in favour of Hindustan Petroleum Corporation Ltd. payable at Mumbai – DD to be drawn on Nationalised Bank / Scheduled Bank (other than Co-operative Bank) **OR** by Original Bank Guarantee from Nationalised Bank/ Scheduled Bank (other than Co-operative Bank), valid for six months from the due date / extended due date of the tender.

4. Tenderer should have in their manufacturing plant , the following number of blow moulding machine and minimum 30 point parison programming system suitable for HPCL owned moulds

- 1 litre – 3 nos double station or 6 nos single station blow moulding machine
- 5 litre- 1 nos double station or 2 nos single station blow moulding machine

The blow moulding machine should have an arrangement to introduce a view strip of 6 mm width in to the container

5. 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 upto 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to a consortium shall apply to them.

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

- (a) controls either directly or indirectly a Party, or
- (b) which is controlled directly or indirectly by a Party; or
- (c) is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a Party.

“Control” means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.

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 is stated below, respectively:

- a) The sole bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfil each eligibility criteria.
- b) In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfil each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfil each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfils each eligibility criteria, then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.
- c) In case the bidder(s) is/are a consortium (including an unincorporated JV), then the following conditions shall apply:
  - 1) Each member in a consortium may only be a legal entity and not an individual person;
  - 2) the Bid shall specifically identify and describe each member of the consortium;
  - 3) 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);
  - 4) One participant member of the consortium shall be identified as the “ member” and contracting entity for the consortium;
  - 5) 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;
  - 6) the prime member shall fulfil each eligibility criteria;
  - 7) 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’ 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;
  - 8) 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 HPCL.
  - 9) 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;

10) No consortium member shall hold less than 25% stake in a consortium;

11) Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;

12) 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.

HPCL reserves the right to accept or reject any document at its discretion.

### **SCOPE OF WORK :**

1. Scope of supply of 1 & 5 litres HDPE container will include, manufacture of containers conforming to HPCL Specifications , Quality Checks, Packing, Forwarding and transportation including unloading & stacking the materials at HPCL's plant at Mazgaon Terminal or Repackers Locations outside Mumbai Octroi Limit and Silvassa Terminal, Silvassa.

2. Rates for supply of 1 & 5 litres HDPE Containers will be quoted by tenderers based on delivered rate including cost of raw material (Reliance Polymer Grade B56003) , Conversion Cost, Excise Duty, Taxes and other statutory levies, Octroi for Mazgaon Terminal , Mumbai and Silvassa Terminal, Silvassa , freight / transportation charges, packing /forwarding, etc.

3. Existing suppliers of HPCL, if successful in tender, shall commence supply Within one week on issuance of LOI by HPCL as per Call – ups from locations. Successful tenderers who have not supplied similar material to HPCL earlier shall commence supply within 15 days time from the date of issuance of LOI by HPCL as per Call – ups from locations.

4. Tenderers shall paste the labels on to the containers by using label applicator only. No manual pasting shall be done. Self adhesive Labels for application shall be provided by HPCL locations. Necessary arrangements for uplifting the same shall be done by the tenderer at their own cost.

**OTHER TERMS AND CONDITIONS :**

1. The tenderer is required to have minimum spare capacity for manufacture of tendered quantity for which they have quoted calculated on 16 hour working basis.
2. The tenderer should have the necessary machinery required for the manufacturing, testing, and lable pasting of the containers. All the equipments required should be owned by the tenderer.
3. Vendor Inspection will be carried out at Vendor's premises in order to ensure that necessary machinery required for manufacturing, testing, and Lable Pasting of the container is available at the Vendor's premises. Only those vendors who are technically qualified as per the Vendor's Site Inspection Report will be considered for Priced Bid opening.
4. The tenderer should provide the concurrent commitment and give an undertaking that the installed capacity is capable of supplying to HPCL considering the concurrent commitments.
5. At the time of release of the purchase order , the polymer prices of RIL as applicable on the date of purchase order will be considered as the base price.
6. Tenderer should have a separate Packaging Testing Laboratory along with technicians. Technicians should be able to carryout testing such as drop test, vibration test, stacking test, MFI etc. as per standard methods within their premises.
7. Tenderer should have following Statutory Licence for the factory from which they offered / supply :
  - a) Factory Licence
  - b) PF
  - c) EXCISE Regn. Details
  - d) Local Sales Tax No.
  - e) CST No.
  - g) Approval of Factory from Pollution Control Board
8. The vendor should have proper Safety , Health & Environment Policy.
9. The vendor should maintain Good Housekeeping.
10. The supply of container shall be done at HPCL's Mazgaon Terminal, Mumbai , Re-packers locations outside Mumbai Octroi Limit at Taloja, Bhiwandi etc and at HPCL's Silvassa Terminal.
11. Tenderer shall have to supply containers on regular basis as per our call-ups from HPCL, Mazgaon Terminal and Silvassa Terminal
12. Necessary mould to manufacture containers of various sizes shall be provided by HPCL. Successful tenderers / suppliers have to submit Additional Bank Guarantee @ Rs, 1,00,000/- per

mould ( for 1 litre container ) & Rs 2,00,000/- per mould ( for 5 litre container ) drawn from any Schedule/Nationalised Bank (Other than Cooperative Bank) against any damage to the mould during the possession and retention of the same. After continuous use of the mould, if minor repairing of the same is required, the same has to be arranged by the successful tenderer / supplier at his own cost. The maintenance of mould should be done properly; there should not be any corrosion & damage to the mould.

13. The containers to be supplied shall be mainly of three colours. For colouring the containers, master batches of “Clariants” (or equivalent with specific colour & shade code is to be used after prior intimation and approval by HPCL should be used.

**14. Vendor should quote for Container with labeling. The stickers / labels for containers shall be provided ex-HPCL, Mazgaon Terminal /Silvassa Terminal for pasting. Necessary arrangement for up-lifting and pasting of the labels shall be made by vendor.**

15. In case the supplied material does not meet our specifications & delivery schedule (as per call up given by each location) then the whole lot will be rejected after puncturing.

16. In case of rejection of the containers after supply and before filling or during filling, cost of containers, cost of cartons, cost of stickers, / Labels, Caps, wads and product shall be deducted from the supplier’s bills.

17. Stock statement of packaging materials of HPCL like stickers, cartons etc, wherever applicable is to be submitted to us every month.

18. Final Mould Amortization cost is as follows:

Sr. No.	Moulds	Amortization cost / container (Rs. / Container)
1	HDPE CONT. MOULDS – 1 ltr	0.05
2	HDPE CONT. MOULDS – 5 ltr	0.10

**19) Acceptance of Tenders :**

HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. The decision of HPCL in this connection shall be final.

**20) General Instructions :**

- a) All entries and rates in the tender must be written in permanent ink or typewritten. Erasures, over-writing or corrections if any should be attested under the full signature of the tenderer
- b) Any tender received late or not conforming to the terms and conditions prescribed in the tender documents is liable to be rejected. Tenders with Counter terms / conditions or modifications of stipulated clauses are liable to be rejected
- c) Tenderer should read specifications and tender conditions carefully and return the same to us duly signed by them in token of having read, understood and accepted the tender conditions.
- d) Tenderer is requested to return entire tender set (duly filled and signed) alongwith their offer.
- e) If quote in priced bid format is in a different format , the bid is liable to be rejected.

- 21 . The tenderers are required to submit their offer in two parts, namely “Unpriced and Priced”. Each part is to be submitted in a separate envelope superscribed Unpriced /Priced as applicable. Envelopes containing Unpriced and Priced Bids duly signed and sealed are to be placed in common envelope and the same is to be submitted to us by due date.

The various documents to be returned / forwarded (duly signed and stamped by the tenderers) alongwith your tender, are to be submitted as follows.

Annexure I & II	Unpriced Bid Format	TO BE SUBMITTED ALONGWITH THE UNPRICED BID SEALED ENVELOPE
Annexure III	Tender Terms & conditions	
Annexure IV	Bank Guarantee format	
Annexure V	Declaration 1, 2,3,4,5	
Annexure VI	Tenderers Details	
Annexure VII	Agreement	
Annexure VIII	Integrity pact	
Annexure X	Technical Specifications	
Annexure IX	Price Bid	TO BE SUBMITTED IN SEALED ENVELOPE

**Notes :**

- 1) An Index of the whole set of Tender Documents including all attachments with respective page nos. is to be attached as first page of your Bid Response.
- 2) If EMD is not submitted along with Unpriced Bid, your quotation will be rejected.
- 3) Integrity Pact has to be duly signed and submitted along with the Tender response.
- 4) Tenderer is advised to visit website [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com) and download tender document. One copy of Tender Set, duly signed, stamped and filled should be submitted with quotation, failing which quotation may be rejected.
- 5) Tenders should be submitted in appropriate envelopes (marked Unpriced & Priced), duly sealed, Super scribed with above Tender No., Subject, Due Date and Name of Tenderer etc. Tenderers should use their envelopes for submitting quotation.
- 6) Tender (sealed envelope) should be dropped in “Tender Box” for Direct Sales at Ground Floor, Hindustan Bhavan, 8, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai - 400 001.
- 7) Tenders will be opened in the presence of attending tenderers at 3.30 PM on due date indicated above.
- 8) Late tenders / delayed tenders received after the stipulated last date & time for receipt of tenders, due to any reason including postal delay, will not be considered.
- 9) This tender is governed by the grievance redressal mechanism of HPCL as published at website: [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com)
- 10) HPCL reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever.
- 11) Purchase orders will be finalized location wise and item wise lowest . For new tenderer, initially trial order will be placed for 5% quantity and the balance qty. will be released, depending upon his share of business as per the ranking, after satisfactory performance for the trial order.



- 12) **Please note that the placement of order against this tender will conform to the rules and regulations of the Government of India as advised from time to time, including the purchase preference to NSIC unit. However, if** the tenderer registered with NSIC confirms( As per Declaration III in Annexure IV) that they have received business for the subject material in competition with the large scale units during the preceding 12 months, without consideration of Price Preference, the benefit of Purchase preference will not be extended to the Tenderer.
- 13) The Integrity Pact duly signed by the authorized official of HPCL and the Contractor, will form part of this contract / supply order.

Proforma of Integrity Pact (which is issued along with the bidding document) shall be returned by the bidder along with technical bid, duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory. Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.

If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, HPCL shall be entitled to demand and recover from bidder Liquidated damages amount by forfeiting the EMD/Bid security (Bid Bond) as per provisions of Integrity Pact.

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

**Evaluation of tender will be on the basis of net delivered rate at Mazgaon Terminal /Silvassa Terminal on tenderers quoted Basic rates, taxes /duties and Octroi for supplies to Mazgaon Terminal and Silvassa Terminal**

For Queries pertaining to the tender please contact the following persons:

Regarding Specifications:

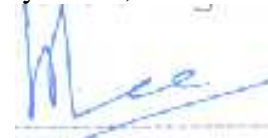
S. S. Raman,  
Manager-Package Development  
Tel: (022)-22637206

Regarding Tender/Commercial:

Milind Ramteke  
Manager-Purchase (DS)  
Tel: (022)-22637223

Thanking you,

Very Truly Yours,



H. Padmanabhan  
Sr. Manager - Procurement (DS)

**HINDUSTAN PETROLEUM CORPORATION LIMITED  
MUMBAI - 400001**

**Annexure I**

**UNPRICED BID**

**PUBLIC TENDER NO :** 9000222-HD-14001

**DUE DATE :** 11/03/2010 @ 15:00 HRS

**SUBJECT :** **SUPPLY OF 1 & 5 LITRE HDPE CONTAINERS  
AT HPCL'S MAZGAON AND 1 LITRE HDPE CONTAINER  
AT SILVASSATERMINALS AS PER  
ATTACHED SPECIFICATIONS.**

**To be Filled by Tenderer:**

Sr No	Locations	Description	Tender	Total Quantity offered by Tenderer (Nos)- Minimum % age of the tendered quantity should be offered	Quantity Offered per month.(minimum of 10% of total quantity should be offered)
1	HPCL ,Mazgaon Terminal , Mumbai	1Litre HDPE Containers	190,00,000	Minimum 40%	
2	HPCL,Silvassa Terminal, Silvassa	1Litre HDPE Containers	50,00,000	Minimum 60%	
3	HPCL ,Mazgaon Terminal , Mumbai	5 Litre HDPE Containers	17,00,000	Minimum 50%	

**Note :**

The above mentioned quantity offered by the tenderer is independent of other tenders and considering the existing commitments of the tenderer.

Have you been a previous supplier of the material offered? If so, Please furnish latest order no & date

Payment Terms (15 Days)

Validity of offer (120 days) from  
The due date or extended due  
Date of the tender.

Have you enclosed General Terms &  
Conditions, Special Conditions & Specifications  
duly signed and stamped.

Are you registered with NSIC. Please provide  
Certificate with the items tendered for.

Details of EMD Enclosed :

**NAME,SIGN AND DESIGNATION OF AUTHORISED  
SIGNATORY AND STAMP**

**FULL ADDRESS OF TENDERER/TELEX NO/FAX NO/ PHONE NO**

**HINDUSTAN PETROLEUM CORPORATION LIMITED  
MUMBAI - 400001**

**Annexure II**

**UNPRICED BID-II**

**PUBLIC TENDER NO : 9000222-HD-14001**  
**DUE DATE : 11/03/2010 @ 15:00 HRS**  
**SUBJECT : SUPPLY OF 1 & 5 LITRE HDPE CONTAINERS**  
**AT HPCL'S MAZGAON AND 1 LITRE HDPE CONTAINER**  
**AT SILVASSATERMINALS AS PER**  
**ATTACHED SPECIFICATIONS.**

<i>. Parameter</i>		<i>1 Ltr Containers for Mumbai Location</i>	<i>1 Ltr Containers for Silvassa Location</i>	<i>5 Ltr Containers for Mumbai Location</i>
<i>Price of Reliance Polymer B56003 as on 01/01/2010-Rs/MT</i>		67160	67160	67160
<i>Minimum Weight of the container-gms</i>		60	60	245
<i>Cost of Polymer Cost per container(Rs)</i>	A	4.0296	4.0296	16.45
<i>Conversion Cost Rs/Container</i>	B			
<i>Basic Rate -Rs/Container,C</i>	A+B			
<i>Excise Duty-%age</i>				
<i>Education Cess-%age</i>				
<i>Sales Tax-%age</i>				
<i>Delivery Charges-Rs/Container</i>				
<i>Octroi-%age</i>				
<i>Total Delivered Cost-Rs/Container</i>				

**(PLEASE DO NOT QUOTE THE CONVERSION COST IN THIS SHEET,PLEASE FILL THE DUTIES / LEVIES AS % AGE AS APPLICABLE FOR DELIVERIES INSIDE MUMBAI AT MAZGAON & SILVASSA)**

Octroi Duty , as applicable, shall be quoted by the parties in %age, without which Octroi Duty will not be reimbursed to the successful party.This is required for evaluation purpose to arrive at the Net Delivered Rate. Octroi Duty will be reimbursed at actual (subject to a maximum of quoted rates) by HPCL against proof and the same should not be included in the Basic Cost. Octroi must be quoted separately.

**Notes:**

- Excise Duty, VAT/ Sales Tax for the containers will be paid at actuals against proof/ extra as applicable.
- If revision in taxes/ duties are effected by government authorities on finished product(empty containers) only the same will be reimbursed to the tenderer on submission of relevant notification. Excise duty, VAT, CST , should be indicated in percentage and amount. Tenderer should indicate clearly percentage of ST local/ CST or ST exempted.
- Delivery charges are for "delivery charges" which should include loading charges at your end and unloading charges at Terminal.
- Modvat Credit & VAT/Sales Tax setoff as per current practice will be considered. VAT Setoff would be considered on the basis of the minimum setoff allowed.
- Please do not indicate 'Extra', 'Extra at actuals', 'Actuals' etc. Quote exact amount.
- PRICE INDICATED AND VARIATION WILL BE GRANTED ON THE BASIC PRICE OF POLYMER GRADE OF RIL EX-HAZIRA PLANT.
- All charges towards transportation, sales tax etc on the polymer should be considered while quoting the conversion cost.
- The escalation/de escalation is applicable on the minimum weight of the container without cap as indicated above
- The cost of transportation of the labels/BOPP tapes from the plant and the fixing of the labels on the container should be borne by the tenderer
- If there is a difference in rates of taxes and duties between unpriced bid and priced bid , the rates in unpriced bid will be taken as final.

**Annexure III**

**Tender Terms & Conditions**

**1) Earnest Money Deposit (EMD) :**

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

EMD AMOUNT	MODE OF PAYMENT
Rs 5,00,000/-	Demand draft drawn in favour of Hindustan Petroleum Corporation Limited payable at Mumbai from any Scheduled Bank (other than Co-operative Bank) or by bank guarantee drawn by any scheduled bank (other than cooperative banks) valid for a period of 6 months from the due date or extended due date of the tender.

- b) Tenders / offers received without EMD will be rejected.
- c) Cheques / Cash / Money Orders or any other documents are not acceptable towards EMD and if EMD is paid in the form of such documents then tenders will be treated as submitted **“WITHOUT EMD”** and such tenders will be rejected.
- d) Linking with earlier transactions / adjustments with pending bills or any other amount payable by HPCL is not allowed.
- e) EMD refund will be made to unsuccessful tenderers after finalisation of the tender.
- f) In case of successful tenderers, EMD refund will be made only after payment of necessary Security Deposit against Purchase Order placed on them.
- g) EMD will not carry any interest.
- h) EMD will be refunded by Cheque.
- i) EMD is liable to forfeiture in the event of :
- i. Withdrawal of offer during the validity period of the offer.
  - ii. Non-acceptance of orders when placed.
  - iii. Non-confirmation of acceptance of orders within stipulated time after placement of orders.
  - iv. Any unilateral revision made by the tenderer during the validity period of the offer.
  - v. Non-execution of the document after acceptance of the contract / order due to any dispute of the tenderers or any reason whatsoever.
  - vi. Non-payment of Security Deposit or non-submission / non-approval of sample within stipulated period.
  - Vii The PRICED Bids submitted is conditional and where the tenderer has not accepted the terms and conditions unconditionally.

**2) Exemption from payment of EMD :** Registration with DGS&D will not entitle the tenderer to claim exemption from payment of EMD. Public Sector Enterprises and Vendors registered with National Small Scale Industries Corporation (NSIC) are exempted from making payment of EMD.

For this purpose, in the event of the tenderer being a Public Sector Enterprise, a declaration to that effect must be enclosed. In case of Vendor is registered with NSIC, a copy of valid registration certificate shall be submitted. The NSIC Certificate should clearly indicate :

i) The Item of manufacture for which, the Unit is registered with NSIC  
ii) Location/address of the Unit for which the NSIC certificate is issued  
For NSIC status to be considered, supplies will have to be made from the plant for which the NSIC Certificate is furnished. For this purpose attested Photostat copy of valid NSIC registration certificate along with relevant Annexures, should be accompanied with tender. If a tenderer submits NSIC Certificate not conforming with the above and if EMD is not submitted, his tender is liable to be rejected.

### 3) Approval of Sample :

- a) Necessary mould for container shall be provided by HPCL to successful tenderers / suppliers against additional Bank Guarantee per mould @ Rs 1,00,000 /- for 1 litre , Rs 2,00,000/- for 5 litre towards any damage or theft to the mould during the possession and retention of the same. Moulds will have to be uplifted by the vendor from the respective terminal at their own cost.
- b) After continuous use of the mould, if minor repairing of the same is required, the same to be arranged by the successful tenderer / supplier at their own cost.
- c) The successful tenderers / suppliers will have to submit sample containers to Manager – Package Development at 2<sup>nd</sup> Floor, Hindustan Bhawan, 8, S. V. Marg, Ballard Estate, Mumbai – 400 001 within 10 days of receipt of letter of Intent / Purchase Order.
- d) Based on approval master containers tenderer should undertake regular manufacture of containers and supply the same. Approved reference sample will have to be kept at our Terminals for comparison with actual supplies against orders.
- e) In case of delay by successful tenderers in getting the samples approved, HPCL reserves the right to reduce order quantity or cancel the entire order quantity already awarded to them.
- f) All costs on account of development of the artwork, sample containers etc will be borne by the successful tenderers(suppliers).

**4) Delivery Schedule:** Total tender quantity is separately indicated in tender. Quantity indicated is provisional, estimated quantity only and HPCL reserves the right to order any quantities at its sole option within total quantity offered by tenderer. Orders shall be treated as closed after successful tenderer have supplied the ordered quantities. Tenderers to note that the monthly call - up quantities may not be on pro - rata basis of total ordered quantity but will be based on the specific demand for the month.

**Prorated daily supply to be made as per the call ups on the daily basis. Any failure to meet daily requirement, corporation reserves right to evoke risk purchase clause. No delivery will be accepted on Sundays/holidays.**

The monthly requirements will be intimated from time to time by means of written call ups against Purchase Order quantities with a notice of one week on successful tender by our terminals. Delivery should be made in line with such callups. Deliveries shall be made to Mazgaon Terminal or at Re-packers locations at Navi Mumbai , Taloja, Bhiwandi etc. The quantities called up should be supplied as per the delivery schedule given in the callups. Tenderers are advised to specify in the tender document, the maximum quantities they are able to commit or supply every month and on total basis. Such offered quantities will be treated as firm and shall not be open for the tenderers to withdraw / reduce the quantities once committed as available. Delivery Period and quantities once committed must be strictly adhered to.

In the event of inability of HPCL to uplift the stipulated number of material due to circumstances beyond its control, HPCL will not be responsible for any losses sustained by tenderers. Supplier should ensure that trucks loaded with containers should reach the terminal inventory control department before 3 PM on all working days except Saturdays. On Saturdays, the truck should report to the terminal before 12 noon, otherwise truck will be unloaded on next working day.

**5) Defective Material :** Containers not supplied as per our specifications or found to be defective, underweight, leaky, substandard, have any manufacturing / printing defects would be rejected during receipt of the consignment or as and when detected during the course of filling at any point of time. Such defective containers would be destroyed and punctured before returning to the vendor / supplier for replacement. Supplier will arrange their removal from our premises at their own cost.

If they fail to replace the material within 7 days of intimation, appropriate amount will be deducted from their pending bills. HPCL will also reserve their right to suspend temporarily or permanently, the supplies from such parties. In case of any disputes regarding rejection the decision of the location In-Charge shall be considered as final and irrevocable.

**6) Raw Material :** Tenderer shall be responsible for procurement of all essential raw materials as per specifications wherever necessary for manufacture of containers to suit the delivery schedule committed to HPCL. Any delay in delivery schedule due to delay in procurement of raw material, will not be condoned. Only virgin HDPE / PPCP / LDPE (Blow Moulding / Injection Moulding Grades or other grades as given in Specifications Sheets) should be used. Raw Material details are indicated in "Specifications Sheets" attached with tender.

**7) Risk Purchase :** In case successful tenderers fail to deliver the ordered quantities of materials as per call ups as elaborated in the section "Delivery Schedule" as above, HPCL reserves the right to procure the undelivered quantities of materials from alternative sources at the risk, responsibility and cost of successful tenders. Such cost will be recovered from successful tenderer's pending bills, Security Deposit / EMD etc.

Suppliers of defective, damaged, leaky or off-specification containers or supplies deviating from Terms & Conditions of purchase order will be rejected and repeated rejections will entail cancellation of orders and "Risk Purchase" from other alternative sources on successful tenderer's cost. Similarly any undue delay in supply of called up quantities beyond 15 days will entail "Risk Purchase". "Risk Purchase" will be applicable in case of trial orders as well.

**8) Price Escalation / De-escalation Clause :** Price variation will be allowed on HDPE Containers on account of variations in the HDPE / PPCP / LDPE price of Raw Material grade given in "Specifications Sheet" and "Rate Schedule" or other grade specified in tender documents / specifications. At the time of release of the purchase order, the rates finalized will be escalated/de escalated based on the prices of the HDPE/PPCP/LDPE prevailing as on the date of the purchase order, as against the rates of HDPE/PPCP/LDPE prevailing on the due date of the tender or reference date(Mentioned on the PRICED Bid).

Base Price of Raw Material and "Effective Date" of price as given in "Rate Schedule" will be considered for revising basic price of containers. RIL ex-Hazira(excluding all taxes). Price will be considered for granting price revision to successful tenderers. For the

purpose of Price Variation other incidentals like handling charges, changes in the price of pigments, colours etc. will not be considered. Price variation will be granted on the basic price of B56003 grade of RIL Ex-Hazira plant. The price for succeeding month considered, would be the weighted average rate of the variation in price that has occurred during the previous month.

**Effective Date of Price Variation:**For any change in the price of Raw Material announced by RIL during a month (i.e. from the first week to last week ), the price of containers (escalated / de-escalated) will be revised on the first day of succeeding month.

If there are more than one revision of Raw Material price by RIL in a month, the price of containers, will be revised only on the first day of succeeding month. In other words, if Raw Material (HDPE /PPCP / LDPE) price escalation / de-escalation takes place price will be considered for granting revision to the successful tenderers. Basis the price revision escalation /deescalation considering the weighted average for the previous month. New Price (Revised Price) will be effective first day of succeeding month.

Example : If raw material price is revised on 01-12-2009 , 14-12-2009 and 26-12-2009, Weighted average of these prices will be considered for giving price escalation / de-escalation. Effective date of new price (revised price) will be 1<sup>st</sup> of Jan 2010.

Whenever price revision takes place , the back log quantity if any due to vendors failure will be supplied by them at de-escalated rate or rate prior to price revision whichever is lower. The containers that could not be supplied by vendors as per call up due to constraints at HPCL plants or due to non availability of cartons will not be treated as backlog quantity.

The backlog quantity will be assessed by HPCL in the following manner on a month to month basis.

Month	Call-up quantity by HPCL	Quantity supplied by party	Cumulative backlog qty to be supplied by party	Qty not accepted by HPCL Plant due to its constraints/ non-availability of cartons	Quantity could not be supplied by party due to their failure

All Price variations will be supported by documentary evidence viz. RIL Announcement / Price List.

**9) Excise Duty & Education Cess :** Excise Duty and Education Cess will be reimbursed at actual as applicable at the time of delivery.

**10) Value Added Tax, Sales Tax (including Surcharge) :** The rate of VAT, Sales Tax including SC, payable will be as applicable at the time of delivery. Payment is subject to the condition & tenderer's written undertaking that the same is statutorily payable by the tenderer to the Government and actually will be paid to the Government. Calculation of VAT Setoff will be done as follows :

Location	VAT %	Set Off %
Mumbai	4.0%	2.5 %
Silvassa	4.0%	2.5 %

**11) Any other Govt Levies that may come into effect during the period of contract, shall be reimbursed to the successful Bidder, upon submission of proof of payment.**

**12) Security Deposit :** Security Deposit equivalent to 1% of basic value of order, will be submitted by successful tenderer to our Disbursement Section (Payment Authority) by way of Demand Draft, otherwise the same shall be deducted from successful tenderer's bills. Earnest Money Deposit (EMD, If any), will be refunded after submission of Security Deposit. Linking with earlier transactions / adjustments with pending bills or any other amount payable by HPCL, is not allowed. Security Deposit will be towards faithful performance of the tender / order terms and satisfactory supply of materials as per specifications and will not bear any interest. Security deposit shall be refunded to successful tenderer directly by our Disbursement Section after producing a satisfactory completion certificate from the location(s) where materials is supplied. PO No. & Date should be indicated in the completion certificate / letter. Security Deposit will be refunded by Cheque. Security Deposit shall be liable to be forfeited wholly or in part in case successful tenderer fails to supply or fulfill any of their contractual obligations.

**13) Declaration by the tenderer :** Tenderers must provide an undertaking that "They will not supply / divulge HPCL's packages / moulds, designs / artwork to any other party. Any vendor found indulging in such activities, appropriate penal action will be initiated by HPCL.

**14) Payment Terms :** Two consolidated bills / invoices (duly supported by receipted challans etc.) for supplies made (during 1<sup>st</sup> to 15<sup>th</sup> and 16<sup>th</sup> to end of the month) should be submitted respectively before 23<sup>rd</sup> of the same month and 10<sup>th</sup> of the next month to our following "Payment Authority". Payment of bills will be effected on or after 7<sup>th</sup> or 23<sup>rd</sup> of the following month respectively. ***Party will have to furnish proof of purchase of Raw Material from RIL as and when sought for by HPCL.***

Since these are our standard payment terms which cannot be changed, please submit your quotation accordingly.

<b>Supplies made to</b>	<b>Payment Authority (HPCL Office at)</b>
<b>Mumbai &amp; Silvassa</b>	<b>Mazgaon Terminal, Disbursement Section.</b>

**15) Sub-leasing:** The successful tenderers shall not be allowed or entitled to sublet, subcontract or assign any part of the order without the prior written consent of HPCL

**16) Transit Risk:** For successful tenderers supplying materials from outstations on FOR Destination basis, any damage, shortage, loss, deterioration etc. will be to the account of tenderer who would be responsible for arranging timely supplies.

**17) Validity of offer from Tenderer :** The rates quoted as well as total or monthly quantities offered against this tender shall be valid for a period of 120 days from due date / extended due date of tender.



**18) Rejection :**

- a) In case any lot(s) of materials is/are rejected, our terminal will inform the supplier by a letter or email and supplier will have to remove at their cost, the off spec materials within 72 hours of the receipt of the information. Despite this, if the materials are not removed within 7 days from our premises, then HPCL will have the right to dispose off such rejected materials without further reference to the supplier. In case of any dispute regarding acceptance / rejection of any lot, decision of the location In-Charge shall be considered as final & irrevocable.
- b) In case of rejection of materials supplied by you, after filling/during transit of the product in the same, the total value of wastage to the Corporation inclusive of the product cost, the filling cost, material cost, etc. will be recovered from the pending bill of the vendor.
- c) Sampling, testing and acceptance of the consignment shall be carried out in accordance with the additional requirements laid down by HPCL thereof.
- d) Supplier should note that it is not incumbent upon HPCL to check and test each and every barrel out of consignment received and HPCL will make only random checks in accordance with the procedure laid down by HPCL.
- e) If, as a result of checks / tests carried out, if any container is found defective or not meeting specifications criteria, HPCL shall return such defective container(s) to Supplier after puncturing the container(s).
- f) Containers shall be free from defect of any kind whatsoever for a minimum period of 6 months from the date of acceptance by HPCL. In case HPCL suffer loss due to leakage or on account of any latent defect found in container before the expiry of the above period, HPCL shall be entitled to claim from supplier not only value of such container but also the value of the product lost through leakage, if any. HPCL shall not be bound to return such defective container(s) to Supplier.

**19) Cancellation :** HPCL reserve the right to cancel the contract forthwith upon or any time after the happening of any of the following events viz :

- a. If Tenderer commits breach of any of the tender terms and conditions and fail to remedy such breach within 15 days of receipt of written notice in regard thereto.
- b. On the death or adjudication of insolvent of the tenderer if he be an individual.
- c. Liquidation whether voluntarily or otherwise on the passing of an effective resolution for winding of tenderer if it be a company
- d. If the attachment is levied or continued to be levied for a period of seven days upon effects of the tenderer or of any individual or partner of tenderer firm.
- e. If the tenderer does not adhere to the instructions which may be issued from time to time by HPCL in connection with the manufacture of containers , HPCL's right to terminate the contract shall be without prejudice to any of other rights and remedies against the tenderer and in the event of terminating the contract, HPCL shall not be liable to pay for any loss or compensation in respect of such termination.

HPCL's right to terminate the contract shall be without prejudice to any of its other rights and remedies against tenderer & in the event of HPCL so terminating contract, it shall not be liable to pay any loss or compensation in respect of such termination.

**20) Force Majeure :** Force Majeure clause will be applicable on both sides. However, in case of force majeure the concerned party shall inform the other party in writing within 21 days of the happening of the force majeure occurrence. The accepted definition of force majeure will be as " Acts of God, war declared or undeclared, Civil Commotion, Natural Calamities (like floods, Earthquakes, Epidemics etc.) Strikes, Lockouts, Statutory restrictions effecting deliveries, fires, explosions, Acts of enemy agent etc."

**21) Liquidated Damages for Delay in Delivery :** The tenderer agree to pay to the Corporation by way of liquidated damages and not as penalty an amount equal to ½ % (0.50 %) of the value of the materials so delayed for each week or part thereof such delay in delivery, subject to a maximum 5 % of the total order value.

**22) Statement of Supply :** Supplier shall send a statement showing supplies made by them to terminals vis-à-vis the callup quantity for each month within first week of following month together with necessary remark if any, for short supplies against call ups to concerned receiving location / terminals with a Copy to Lubes Purchase Dept. Hindustan Bhawan , Mumbai.

**23) Validity of Order :** Order will be valid for a period of 12 Months from the date of placement of letter of intent / purchase order or from the date as indicated in the order.

**24) Trial Orders :** New tenderer Successful tenderers who have not supplied similar material to HPCL earlier will be given a trial / developmental order as per covering letter of 5% of their total PO quantity. PO for balance quantity will be released, depending upon their share of business as per ranking, after satisfactory performance of trial order.

**25) Distribution of Orders :** HPCL reserves the right to draw its requirement from any number of suppliers of its choice simultaneously and use its discretion regarding the quantities to be ordered / drawn from each supplier. Number of suppliers required is indicated in covering letter of tender.

Please note that the placement of order against this tender will conform to the rules and regulations of the government of India as advised from time to time, including the price preference to NSIC Registered Industries.

Normally tender quantity is distributed in the following manner :

No of Tenderers	Ratio	Remarks
4	40 : 30 : 20 : 10	L2, L3, L4 to match L1 Rate
3	50 : 30 : 20	L2 & L3 to match L1 Rate
2	60 : 40	L2 to match L1 Rate
1	100 %	

The above distribution is applicable only in case, the other than L1 vendors as per their relative ranking , match the L1 rates. In case of their refusal, their allotted share will be added to L1 party. HPCL also reserves the right to retender the balance allotted share , instead of adding to L1 party.

For this purpose, the quantity offered by the successful tenderers and also the rates finalized thru PO will be valid till one year from the date of PO.

**26) Negotiations:** HPCL reserves the right to negotiate with Tenderers. In the event of negotiations, tenderer will be required to confirm the negotiations in writing. If tenderer fails to comply with this requirement, HPCL reserves its right to ignore his quotation at its discretion.

**27) Acceptance of Tenderers :** HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. The decision of HPCL in this connection shall be final.

**28) Evaluation of Tenders :** The evaluation of the tender will be done on item wise and location wise lowest based on the Net Delivered Cost of the container at HPCL's premises on the due date of the tender. The Net Delivered cost will be arrived at deducting MODVAT Credit and VAT Setoff including price preference to NSIC units. All the tenderers are advised to quote in the format provided.

**29) Supply of Containers :** The scope of the tender is , for the supply of containers without caps. Containers are to be supplied separately in appropriate LDPE Bags to protect from dust and water. All containers should be brand new with adequate internal cleanliness to permit filling of containers with high grade lubricating oils without any further cleaning. The containers should be free from water, dirt, oil, rust, chemicals etc.

The containers supplied should carry mould identification mark and supplier's name on the container.

**30) The supplier will be required to affix the labels provided to them by HPCL at no extra cost. For this the supplier will be required to collect the labels from HPCL's premises at his own cost.**

**31) Scope of Inspection :**

Material supplied will be subject to inspection as per the specifications sheet attached. The equipment available at the tenderer's plant should cover all the requirements as specified. Vendor must possess separate quality control laboratory with other required equipment at their factory.

**32) Arbitration :**

1) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

2) The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties.

The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

3) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

4) Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.

5) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.

6) The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.

7) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.

8) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be Rs. 40,000/- per case for transportation contracts and Rs. 60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid Rs. 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stagewise i.e. 25% on acceptance, 25% on completion of pleadings / documentation, 25% on completion of arguments and balance on receipt of award by the parties.

9) Subject to the aforesaid, the provisions of the # Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.

10) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Mumbai for all purposes. The Arbitration shall be held at Mumbai and conducted in English language.

11) The Appointing Authority is the Director Marketing of Hindustan Petroleum Corporation Limited.

IN WITNESS WHEREOF, the parties have executed these presents on the day, month and year hereinabove mentioned.

Singed and Delivered by  
The within-named Transporter

Signed & Delivered by the  
duly Constituted Attorney of

HINDUSTAN ETROLEUM  
CORPORATION LIMITED.

In the presence of

In the Presence of

-----

Details of EMD Payment (Please "Tick" whichever is applicable) :

EMD is submitted by

- 1) Demand Draft [ ] DD No. & Dt. -
- 2) Bank Guarantee [ ] BG No. & Dt. -
- 3) Exempted [ ]

## Annexure IV

(SPECIMEN)

### **BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT (On Non-Judicial stamp paper of Rs. 100/- )**

TO : Hindustan Petroleum Corporation Limited  
(Address as applicable)

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

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

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

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

We, \_\_\_\_\_ Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "tender" or

to extend time of performance by "The Tenderer" from time to time or postpone for any time to time any of the powers exercisable by "the Corporation" against "the Tenderer" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the tenderer" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.

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

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

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

IN WITNESS WHEREOF the Bank has executed this document on this \_\_\_\_\_ day of \_\_\_\_\_ For \_\_\_\_\_ Bank

(by its constituted attorney)  
(Signature of a person authorised to sign on behalf of "the Bank")

**Annexure V**

**DECLARATION – 1**

Tenderer should give declaration as per clause no. 13 - Declaration by the tenderer of Tender Terms & Conditions

(The following should be typed on the letter head of the tenderer and should duly signed with rubber stamp)

Intellectual Property Rights:

We hereby undertake to abide by the following :

1. We will not divulge or supply HPCL's packaging material (Labels, artworks, Containers, cartons, moulds, etc. Or any other property of HPCL) to any other vendor/ party.
2. All the rejected material, if any, shall be totally destroyed by us and shall not be re-used or sold outside.
3. We will use HPCL's property (moulds/ artworks) with utmost care and use them for supplies to be made for HPCL only.
4. We will return all the moulds/ designs and other HPCL property back to HPCL, once purchase order placed on us are completed.

In case we are found indulging in such activities (transfer of intellectual property), HPCL is at their liberty to impose any penal action on us as deemed suitable.

Place:

Date :

Signature / Seal of the Tenderer

---

**DECLARATION 2**

(The following should be typed on the letter head of the tenderer and should duly signed with rubber stamp)

I / We do hereby declare that the entire information given in this application form and the enclosed attachment are true to the best of my / our knowledge. If any of the information given herein, is found to be incorrect/ false, I undertake to permit HPCL to procure the balance quantity of the Purchase Order(s) from any alternate source and the differential amount will be recovered from my pending bills. I will also abide by any penal action which will be decided by HPCL.

Date:

Place:

SIGNATURE OF THE TENDERER WITH SEAL



### DECLARATION 3

Tenderer should give declaration as per clause no. 14 - Declaration by the tenderer of Tender Terms & Conditions

(The following should be typed on the letter head of the tenderer and should duly signed with rubber stamp)

I/ We hereby confirm the following:

	YES	NO
Being the company registered with NSIC confirm herewith that we have received business for the subject material in competition with the large scale units during the preceeding 12 months without consideration of Price Preference		

Details of such purchase orders enclosed

Date:

Place:

SIGNATURE OF THE TENDERER WITH SEAL

---

### DECLARATION 4

(The following should be typed on the letter head of the tenderer and should duly signed with rubber stamp)

I/We \_\_\_\_\_ hereby declare/clarify that we have not been banned or delisted by any Government or quasi Government Agencies or Public Sector Undertakings

Stamp & Signature of the bidder

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

Stamp & Signature of the bidder

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### **DECLARATION 5**

(The following should be typed on the letter head of the tenderer and should duly signed with rubber stamp)

We \_\_\_\_\_ hereby confirm the quantity offered by us against this tender as declared by us in the UNPRICED Bid.

We also confirm that we have sufficient capacity to produce and supply the quantity offered by us as stipulated in the UNPRICED Bid both on total quantity basis and monthly quantity basis indicated. The quantity indicated by us in the UNPRICED Bid is independent of our existing business and other business for which we have offered.

**Signature & Seal of the Tenderer.**

-----

### **DECLARATION 6**

(The following should be typed on the letter head of the tenderer and should duly signed with rubber stamp)

I/We \_\_\_\_\_ confirm that the PRICED Bid submitted by us is inline with the format provided by HPCL.

**Signature & Seal of the Tenderer.**

## Annexure VI

### TENDERER'S DETAILS

1	Name of the Company / Firm	
2	Year of establishment	
3	Please (✓) tick the appropriate box	
	1. Central Govt. Undertaking	<input type="checkbox"/>
	2. State govt. Undertaking	<input type="checkbox"/>
	3. Joint Sector Company	<input type="checkbox"/>
	4. Public Limited Company	<input type="checkbox"/>
	5. Private limited Company	<input type="checkbox"/>
	6. Partnership Firm	<input type="checkbox"/>
	7. Proprietary Firm	<input type="checkbox"/>
	8. Cooperative Society	<input type="checkbox"/>
	9. Other (Please specify)	
3	Whether Small Scale Industry If yes, NSIC/ SSI registration no. (attach photocopy of Registration)	
4	Registered office address	
	Telephone no.	
	Fax no.	
	E-mail	

	Mailing Address (Branch office for normal correspondence / tender etc.)	
	Telephone no.	
	Fax no.	

	E-mail	
6	Factory address	
	Telephone no.	
	Fax no.	
	E-mail	
7	Details of Directors / Partner / Owner / Proprietors	
	Name of Director / Partner	1. 2. 3. 4.
	Position held in organization	
	Address & Phone no. & email	
	Experience (No. of year in Trade)	
	Year of Establishment / Registration & Date	Year of Commencement of production of item quoted for
	Excise Registration No.	Central Sales Tax Regn. No.
	Name of the Bankers (Furnish Banker's Cert.)	Whether Banker's Certificate enclosed  Yes / No
	Capital Investment (Rs.)	Annual Turnover for the last three Years (Rs. - Lakhs) 2008-09      2007-08      2006-07
	Whether Tenderer had any IR Problems during last 3 years - Yes / No If yes, give particulars with duration of period	
	Number of Persons employed :  Office -  Works -	

	Power availability in H. P. :	
--	-------------------------------	--

Range of Products manufactured

Name of Products	Production Capacity (Qty. In nos.)		
	<u>Per Shift</u>	<u>Per Month</u>	<u>Per Year</u>
Name of Items offered against tender	Offered Capacity (Qty. In nos.)		
	<u>Per Shift</u>	<u>Per Month</u>	<u>Per Year</u>

8	Whether any collaboration (Either financial or technical) with foreign or indigenous firm	YES / NO
	If yes, give following particulars of the collaborator	
	Name of the Collaborator	
	Address	
	Telephone nos.	
	Details of collaboration	

FINANCIAL

1	Total Capital employed (Rs. lakhs)			
2	Annual Turnover (Rs. lakhs)	2007-08	2006-07	2008-09
	Net profit (after tax depreciation and interest)			
	Assets			
	Reserves			
3	Maximum value of Purchase Order which has be handled during one year			
	Maximum value of Bank guarantee which you can provide at a time (only from Nationalised Bank)			
	Maximum value of Indemnity which you can provide at a time			
4		Registration / License Number		
	Central Sales Tax			
	State Sales Tax			

	Registration with Excise Authority for MODVAT	
	EPF Registration	
	ESIC Registration	
	WCT Registration	
	Any other (please specify)	
	Factory License no.	
	Companies Act	
	DGTD	
5	Name & Address of your Banker	
	a.	b.

<b>MAJOR MACHINERY</b>			
Details of Machines	No. of Machines	Name of Item manufactured on machine	Semi-Automatic/ Fully Automatic
<b>ALLIED MACHINERY</b>			
Details of Machines	No. of Machines	Name of Item manufactured on machine	Capacity

<b>LABORATORY / QUALITY CONTROL FACILITIES</b>			
Names of Testing Equipments available	Whether Q. C. Tests are conducted	Whether Test Reports are maintained (at least for 1 year)	Whether qualified Personnel employed for carrying out Q.C. checks
<p>Tenderer should have following equipments available at their premises Equipments</p> <ol style="list-style-type: none"> <li>1. Automatic microprocessor controlled blow moulding machine with PLC , Servo valve and actuators /Sensors to ensure minimum 30 point parison programming system</li> <li>2. On line air leakage detecting system</li> <li>3. Blow moulding machine having arrangement for view strip of width 6 mm in to container</li> </ol> <p>Testing Equipments</p> <ol style="list-style-type: none"> <li>a) Leakage tester</li> <li>b) Drop Tester</li> <li>c) Vibration Table</li> <li>d) MFI Tester</li> </ol>			

e)ESCR Tester f)Vernier Caliper g)Capacity Jug h)Top Pan Balance i) Standard Weights				
PLEASE CONFIRM				
Whether Tenderer possesses ISO 9000 Certificate. If so, give details				
List of Large Companies / Public Sector Undertakings / Oil Companies to which item(s) quoted for, have been supplied earlier. Give details as under :				
Name of Company	Year	Quantity Ordered	Quantity supplied	Value of the order (Rs.)

**List of Purchase Orders currently being executed by the tenderer :**

Customer Name	Item	PO Number	PO Quantity	PO Balance	Validity of the PO

PLACE :

DATE :

**SIGNATURE OF TENDERER WITH SEAL**

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**ANNEXURE- VII**

**AGREEMENT**

No.

Dated

To,  
HINDUSTAN PETROLEUM CORPORATION LIMITED

Sub : Purchase of Bidding Documents

Ref. Tender no.

HPCL and the Bidder agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of (state the number of days from the last date for the receipt of tenders stated in the NIT) ..... days and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

We confirm acceptance and compliance with the Integrity Pact in letter and spirit. We further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by HPCL.

The consideration for this separate initial contract preceding the main contract is that HPCL is not agreeable to sell the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for ..... days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with HPCL.

HPCL promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions , HPCL shall have unqualified, absolute and unfettered right to encash / forfeit the bid security submitted in this behalf.

Yours faithfully,

Yours faithfully

(BIDDER)

(PURCHASER)

(One copy of this agreement duly signed must be returned alongwith offer).





**INTEGRITY PACT**

**Between**

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

\_\_\_\_\_ hereinafter referred to as "The Bidder/Contractor"

**Preamble**

The Principal intends to award, under laid down organization procedures, contract/s for ..... The Principle values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders/s and Contractor/s.

In order to achieve these goals, the Principal cooperates with the renowned international Non-Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

**Section 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

1. No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.

2. The principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

3. The principal will exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

**Section 2 - Commitments of the Bidder / Contractor**

(1) The Bidder / Contractor commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

1. The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

2. The Bidder / Contractor will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

3. The Bidder / Contractor will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

4. The Bidder / Contractor will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

(2) The Bidder / Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3-Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Contractor has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

(3) The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Contractor can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

#### Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principle is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

(3) The bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Contractor can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Contractor shall compensate the Principal only to the extent of the damage in the amount proved.

#### Section 5 - Previous Transgression

(1) The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### Section 6 - Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder / Contractor undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

#### Section 7 - Criminal charges against violating Bidders/Contractors/Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

#### Section 8 - External Independent Monitor / Monitors (three in number depending on the size of the contract) (to be decided by the Chairperson of the Principal)

(1) The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

(3) The Contractor accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Contractor / Subcontractor with confidentiality.

(4) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.

(5) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / contractor to present its case before making its recommendations to the Principal.

(6) The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

(7) Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

(8) If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word 'Monitor' would include both singular and plural.

#### Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded. If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

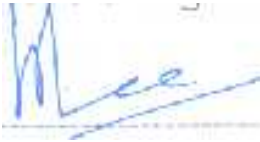
Section 10 - Other provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.



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For the Principal

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For the Bidder/Contractor

Place..... Witness 1: .....

Date..... Witness 2: .....

**HINDUSTAN PETROLEUM CORPORATION LIMITED  
MUMBAI - 400001**

**Annexure IX**

**PRICED BID**

**PUBLIC TENDER NO :** 9000222-HD-14001  
**DUE DATE :** 11/03/2010 @ 15:00 HRS  
**SUBJECT :** SUPPLY OF 1 & 5 LITRE HDPE CONTAINERS  
 AT HPCL'S MAZGAON AND 1 LITRE HDPE CONTAINER  
 AT SILVASSATERMINALS AS PER  
 ATTACHED SPECIFICATIONS.

<i>Parameter</i>		<i>1 Ltr Container for Mazgaon Terminal</i>	<i>1 Ltr Container for Silvassa Terminal</i>	<i>5 Ltr Container for Mazgaon Terminal</i>
<i>Price of Reliance Polymer B56003 as on 01/01/2010-Rs/MT</i>		67160	67160	67160
<i>Minimum Weight of the container-gms</i>		60	60	245
<i>Cost of Polymer Cost per container(Rs)</i>	<i>A</i>	4.0296	4.0296	16.45
<i>Conversion Cost Rs/Container</i>	<i>B</i>			
<i>Basic Rate -Rs/Container,C</i>	<i>A+B</i>			
<i>Excise Duty-%age</i>				
<i>Education Cess-%age</i>				
<i>Sales Tax-%age</i>				
<i>Delivery Charges-Rs/Container</i>				
<i>Octroi-%age</i>				
<b><i>Total Delivered Cost-Rs/Container</i></b>				

Octroi Duty , as applicable, shall be quoted by the parties in %age, without which Octroi Duty will not be reimbursed to the successful party. This is required for evaluation purpose to arrive at the Net Delivered Rate. Octroi Duty will be reimbursed at actual (subject to a maximum of quoted rates) by HPCL against proof and the same should not be included in the Basic Cost. Octroi must be quoted separately.

**Notes:**

- Excise Duty, VAT/ Sales Tax for the containers will be paid at actuals against proof/ extra as applicable.
- If revision in taxes/ duties are effected by government authorities on finished product(empty containers) only the same will be reimbursed to the tenderer on submission of relevant notification. Excise duty, VAT, CST., should be indicated in percentage and amount. Tenderer should indicate clearly percentage of ST local/ CST or ST exempted.
- Delivery charges are for "delivery charges" which should include loading charges at your end and unloading charges at Terminal.
- Modvat Credit & VAT/Sales Tax setoff as per current practice will be considered.
- Please do not indicate 'Extra', 'Extra at actuals', 'Actuals' etc. Quote exact amount.
- PRICE INDICATED AND VARIATION WILL BE GRANTED ON THE BASIC PRICE OF POLYMER GRADE OF RIL EX-HAZIRA PLANT.
- All charges towards transportation, sales tax etc on the polymer should be considered while quoting the conversion cost.
- The escalation/de escalation is applicable on the minimum weight of the container without cap as indicated above
- The cost of transportation of the labels/BOPP tapes from the plant and the fixing of the labels on the container should be borne by the tenderer.
- If there is a difference in rates of taxes and duties between unpriced bid and priced bid , the rates in unpriced bid will be taken as final.

## Annexure X

STRICTLY CONFIDENTIAL



### HINDUSTAN PETROLEUM CORPORATION LIMITED Retail Lube Division

Hindustan Bhawan, 2<sup>nd</sup> Floor, Lube Retail, 8, S. V. Marg,  
Ballard Estate, CST. Mumbai 400 001



### PACKAGING MATERIAL SPECIFICATIONS

#### PACKAGE : NEW DESIGN HDPE CONTAINERS

#### I DIMENSIONAL PARAMETERS

Sr No	Parameters	Unit	Standards						Tolerance
			5	4	3.5/ 3	1	0.5	0.25	
1	Capacity	litre	5	4	3.5/ 3	1	0.5	0.25	
2	OFC	ml	5400	4320	3780	1080	540	270	1.50%
3	Overall Dimensions								
a	Maximum Length	mm	221.9	208.7	200	116.1	91.6	74.3	+/- 1
b	Maximum Width	mm	120	112.9	108.1	72.5	57.2	46.4	+/- 1
c	Maximum Height w/o cap	mm	318	302.9	291	213	174.1	141.2	+/- 1
4	Neck Dimensions								
a	Max. Height with Breaking Ring	mm	22.6	22.6	22.6	22.6	22.6	19.3	+/- 0.15
b	Maximum ID	mm	31.3	31.3	31.3	31.3	31.3	19.9	+/- 0.15
c	Maximum OD with thread	mm	37.8	37.8	37.8	37.8	37.8	24.45	+/- 0.15
d	Maximum OD w/o thread	mm	34.7	34.7	34.7	34.7	34.7	22.4	+/- 0.15
5	View Strip Width	mm	6	6	6	6	6	6	+/- 0.15
6	Minimum Weight	gm	245	210	185	60	37	29.2	~

#### II NON DIMENSIONAL PARAMETERS

Sr No	Parameter	Standard
1	Material of Construction	High Density Poly Ethylene of grade B 56003 of Reliance or equivalent from any indigenous or imported source. Only virgin HDPE should be used, not the recycled material.
2	Colours	Only three colours as per approved colour master batches by HPCL.
3	Master Batch	Either Clariant or its equivalent master batches as specified by HPCL shall be used after prior intimation and approval by HPCL.
4	Shape	Shape of the container must be as per HPCL's design & diagram.
5	Appearance	Container should be without weak point which are susceptible to leakages & have a smooth and clean finish. The base & neck must be flat, uniform & free from flashes to give stable standing and smooth filling & pouring of the product.
6	Wall Thickness	It should be uniform. Need to monitor die core & parison.
7	View strip	6 mm wide view strip should be provided along the entire height of the container towards neck side. View strip should be transparent & clear. It should not contain any colour shade.
8	Cap fitment & Pilfer Proof	Cap should fit properly on the bottle. There should not be overriding or mismatch and leakage. While tightening breaking ring/ bridges should not beak.

PREPARED BY

1 of 2

RELEASED BY

  
SUNIL PATIL

  
S SRAMAN



STRICTLY CONFIDENTIAL



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**Retail Lube Division**

Hindustan Bhawan, 2<sup>nd</sup> Floor, Lube Retail, 8, S. V. Marg,  
Ballard Estate, CST, Mumbai 400 001



**PACKAGING MATERIAL SPECIFICATIONS**

**III TESTING**

<b>1</b>	QC Tests (Routine Tests)	Visual (Colour, Shape & Appearance), Dimensional, Weight & Drop test shall be tested for each and every lot of containers received by HPCL or his Contract Repackers and shall be rejected if not meeting HPCL's specifications.
<b>2</b>	Self Testing (Supplier Test Report)	Vendors should test all the containers for the following tests and a self certificate for conformity shall be submitted along with the each supply. <b>a.</b> Container Leakage Test (Pin hole detection) <b>b.</b> Closure Leakage Vibration test, <b>c.</b> Drop Impact Test, <b>d.</b> Conformity to dimensions, OFC and weight, <b>e.</b> Conformity to Wall thickness, <b>f.</b> Hydraulic pressure test, <b>g.</b> Surface Energy (for good adhesion of labels) <b>h.</b> Melt flow index test

**Note:** Testing of containers shall be as per BIS: 2798 standard for Leakage Test, Drop Impact test, Static Load Test, Hydraulic Pressure Test and Vibration Test.

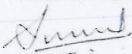
**IV PACKING**

All packaging must offer adequate protection to the container during transit & storage so that the material arrives at the HPCL facility in an undamaged & stable condition. Packaging material shall be new, clean, dry, no off-odors & of sufficient thickness to avoid damage or load destabilization under normal handling condition.

**V THIRD PARTY INSPECTION**

Sample containers from the supplied lot shall be taken at regular intervals and have they tested at independent test lab for all the above tests. If found not meeting the HPCL's specifications, HPCL has the right to take suitable penal action as deemed fit including cancellation of the purchase order.

PREPARED BY

  
SUNIL PATIL

2 of 2

RELEASED BY

  
S SRAMAN