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	<b>Basic Information Of Tender</b>
Title	Supply of plates Confirming t
Description	Supply of plates confirming to IS:2062 and ASTM A537 Cl 1
Tender Type	Public
Tender Scope	Domestic
Bid Type	Three Bid
Evaluation Criteria	Item Wise
Tender Due Date & Time	31-Jul-2014 11:00
Pre Bid Conference Start Date & Time	
Pre Bid Conference End Date & Time	
Queries Start Date & Time	04-Jul-2014 09:00
Quries End Date & Time	23-Jul-2014 16:00
Pre Qualification Bid Open Date & Time	31-Jul-2014 11:01
Un Priced Bid Open Date & Time	31-Jul-2014 11:02
TF/EMD Drop Box Address	OFFICE OF DEPUTY GENERAL MANAGER- MATERIALS MATERIALS DEPARTMENT-REFINERY ADMINISTRATIVE BLOCK-A, FIRST FLOOR, WEST WING MALKAPURAM VISAKHAPATNAM-530011 ANDHRA PRADESH Tel: 0891-2894305,2894309
Tender Description	Please note that this is an epublic tender. please log in at site https:etender.hpcl.co.in and respond to the tender. Please note that this is an online tender and online response submitted at site https:etender.hpcl.co.in shall only be accepted. No other mode of submission (hard copies in the form of fax, submission by hand etc; or email submission etc.) shall be accepted. The server date and time as appearing on the HPCL website (https: etender.hpcl.co.in) shall only be considered for the cut-off date and time for receipt of tenders. For submitting online response, Digital certificate or Signature ( Class II or Class III) shall be mandatory. For already existing vendors, in case you are logging in for the first time please ensure to upload your Digital certificate. The process for same is listed in the Help link after logging in.PLEASE LOGIN WITH YOUR EIGHT DIGIT JDE VENDOR CODE AND CORRESPONDING BILL TRACKING SYSTEM (BTS) PASSWORD TO BID FOR THE TENDER. New bidders will have to temporarily register to be able to quote for this tender in eproc system. Bids cannot be submitted without valid Digital certificate or Signature (class II or Class III). Please refer to HELP link after logging in, in case you are new to e-tender.
Notice Inviting Tender	Tenders are invited for the following supply of Items at Visakh Refinery as detailed below:  1. Item: Supply of plates confirming to IS:2062 and ASTM A 537 Class 1 Tender No.: 14000282-HD-46002 Tender Fee: Rs. 5000 EMD Amount: Rs. 8,80,000 Tender Due Date and Time: 31-July-2014. 11:00 hrs IST  Details and Tender Document are available at HPCL website; http: www.hindustanpetroleum.com in Quick Links under - Tenders and Contracts and https:etender.hpcl.co.in. Intimation regarding extension of due date and corrigendums, if any, would be hosted on above website only and bidders should regularly visit the website to keep themselves updated.
Currency Type	Tender Fee EMD
INR	0.0 880000.0
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Delivery Terms - Free to Destination location unless specified otherwise. Validity of offer - 120 days from the initial or extended Due Date for submission of Tender whichever is later unless specified otherwise. Liquidated Damages accepted unless specified otherwise.

In case bidder does not deviate from the standard offer validity in on line deviation form, bid's offer validity shall be considered as mentioned above.

In case a Revised priced bid is initiated for this tender, at a later date (eg Technical evaluation stage etc), it shall be incumbent upon the bidder to submit revised bids for the specified items/entire tender. In the absence of revised bids rom the bidder within specified time period, the original bid submitted by the bidder shall not be considered for evaluation.

HPCL reserves the right to reveal the contents of the bid documents submitted by the vendor during the witness bid opening process as per prevailing policy of the corporation.

#### Tender Published On: 04-Jul-2014 11:30



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	Line Details (	Of Tender		
Srl. No.	Line Description	UOM	Quantity	Mandatory
	Supply of Plates IS 2062 and ASTM A 537 Cl1		Manadatory: No	
1	MS Plates, 5mm thick, 1.5 mtr	Metric Ton	320	No
DESC	RIPTION => MS Plates, 5mm thick, 1.5 mtr width X 8 mtr length confirming to IS 206	52 E250 GR A/BR/B0		
2	MS Plates, 6mm thick, 1.5 mtr	Metric Ton	175	No
DESC	RIPTION => MS Plates, 6mm thick, 1.5 mtr width X 8 mtr length confirming to IS 206	52 E250 GR A/BR/B0		
3	MS Plates, 8mm thick, 2.5 mtr	Metric Ton	136	No
DESC	RIPTION => MS Plates, 8mm thick, 2.5 mtr width X 8 mtr length confirming to IS 206	52 E250 GR A/BR/B0		
4	PLATE, 10mm thick, length- 10	Metric Ton	300	No
DESC	RIPTION => PLATE, 10mm thick, length- 10 mtr x 2 mtr width confirming to IS 206	2 E250 GR A/BR/B0		
5	PLATE, 10mm thick, length- 8	Metric Ton	35	No
DESC	RIPTION => PLATE, 10mm thick, length-8 mtr x 2.5 mtr width confirming to IS 200	62 E250 GR A/BR/B0		
6	PLATE, 25mm thick, length- 6.	Metric Ton	47	No
DESC	RIPTION => PLATE, 25mm thick, length- 6.3 mtr x2 mtr width confirming to IS 206	2 E250 GR A/BR/B0		
7	CS Plate, 14 mm thick, 2.0 mtr	Metric Ton	33	No
DESC	RIPTION => CS Plate, 14 mm thick, 2.0 mtr width X 10 mtr long confirming to ASTM	A A537 CLASS-I		· ·



	Terms and conditions	1	1	1
SI.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd
	Price Terms :Please confirm that the price terms of the materials being offered by the vendor will be Free Delivery at HPCL-Refinery stores.		-	No
	Packing & Forwarding (P&F) Charges - Please specify whether P&F charges are Nil/ Included in your quoted rate / Extra: For example (Nil) (Included) (Extra).		-	No
	In case P&F charges are extra, please quote in terms of Percentage of Basic Price. This will be loaded while evaluating your offer . For example percent		-	No
	Excise Duty (including Education cess). Please specify whether Excise Duty is Nil or is included in your guoted rate or is Extra. For example (Nil) (Included) (Extra).		-	No
	CENVAT Benefit : In case Excise Duty is Extra, please specify the rate of Excise Duty & Education Cess. For example percent.		-	No
	Please specify Excise Tariff Number for each item of this Price Enquiry.		-	No
	Please mention the details of your registration with the Central Excise Authorities (ECC No).		-	No
	Please confirm acceptance that the requisite documents (i.e. the copy of vendor's Invoice marked Duplicate for Transporter) will be furnished to HPCL for claiming CENVAT benefit. For example(Yes) or (No).		-	No
)	In case Excise Duty is included in your quoted rate and CENVAT benefit is being passed on to HPCL, please indicate the CENVAT component, that can be passed on as to HPCL, in terms of Percentage of your quoted rate. For example percent.		-	No
0	Else, please specify the CENVAT component in terms of per UNIT (e.g. Rs/Mtr or Rs/Kg or Rs/litre etc) in the Un-priced Bid, against each item separately. Please confirm. For example (Yes)or (No)		-	No
1	NOTE: Please note the following points regarding Excise Duty and CENVAT: (1)The Excise Duty will be loaded while evaluating your offer. (2) In case, vendor is passing on the CENVAT benefit to HPCL, the CENVAT amount, mentioned by the vendor, will be off-set, while evaluating the offer. (3)In case, vendor is NOT passing on the CENVAT benefit to HPCL, the offer will be evaluated without off-setting the CENVAT component. NOTE: (4) Upon placement of the PO, while making the supplies, in case it is observed that the CENVAT documents are not furnished or CENVAT amount, as per the documents furnished by you, is less than that quoted above, the differential amount will be deducted from your bills, as applicable.		-	No
2	In case CENVAT benefit can not be passed on to HPCL, please furnish the reasons		-	No
3	Central Sales Tax (CST) or AP VAT-Please specify whether CST / AP VAT is Nil or is included in your quoted rate or is Extra. For example (Nil) or (Included) or (Extra)		-	No
4	In case AP VAT / CST is extra, please specify the rate, in terms of percentage of Basic Price. This will be loaded while evaluating your offer. For example percent.		-	No
5	Please specify whether it is AP VAT or CST with HPCL C form or is CST without C form. For example (VAT) (CST with C Form)(CST without C Form).		-	No
6	In case of AP VAT, please indicate your TIN No.		-	No
7	NOTE: In case of AP VAT, please note the following point:(1) In case you have a valid AP VAT TIN Number, HPCL can claim Input tax credit and your offer will be evaluated by off-setting the Input tax credit. (2)In case you do not have a valid AP VAT TIN Number, your offer will be evaluated without off-setting the Input tax credit.		-	No
8	Freight Charges Please specify whether Freight Charges are Nil or are included in the basic price or are payable Extra by HPCL. For example (Nil) or (Included) or (Extra)		-	No
9	In case Freight charges are extra, please quote Maximum limit of freight charges in terms of Percentage of your quoted rate or per unit. For examplepercent		-	No
20	NOTE:(1) Your offer will be evaluated, by loading the maximum freight charges quoted by you, above. (2) The freight charges will be paid extra at actuals (with documentary proof), subject to the maximum of percentage / amount, mentioned above. (3) In case the actual freight charges exceed the maximum limit of freight charges mentioned by you, the differential amount will be deducted from your bills.(4) In case of Pipes / Plates / Structurals, Chemicals etc, the freight charges should be quoted on door delivery basis.		-	No
1	Payment Terms: Please confirm your acceptance to our Standard Payment Terms: By E-Payment / cheque within 15 days from the date of receipt of bill/invoice along with proof of delivery to HPCL-VR		-	No
2	In case of any deviations, from our standard payment terms (such as Documents through bank, by Demand Draft, etc), all bank charges will be to your account. Please confirm your acceptance		-	No
3	In case of any deviation, from HPCL's Standard Payment Terms, interest loading will be done @ 1.5percent per month, while evaluating your offer.		-	No
4	Delivery Period - Please confirm the delivery period specified in the tender.			No
5	NOTE: (1) The delivery period will be reckoned from the date of HPCL's Letter Of Acceptance,LOA / Purchase Order, whichever is earlier (2) In case of Rate Contracts, the delivery period will be reckoned from the date of our each Indent.		-	No
6	Price Reduction Clause:In case of delay in delivery, Price Reduction shall be applicable, at the rate of 0.5 percent of the undelivered order value per week or part thereof, subject to a maximum of 5percent of the undelivered order value. Please confirm your acceptance.		-	No
7	In case of Rate Contracts, the Price Reduction, accepted above, will be levied on the undelivered value of the respective indents. In case any deviation is taken by the vendor, from our standard Price Reduction Clause, while evaluating the offer, the offer will be loaded to the extent of vendor's non-acceptance to the Price Reduction Clause.		-	No

from the date of commissioning, whichever is sarier, Please confirm your societies.  Test Confliction of the best of the review of the Confliction					
No INFOCLations with the invoice and other documents.  No INFOCLation with the invoice and other documents.  Accordance, for a period of four months from the daw date / Extended Dave date  The Control of the period of four months from the daw date / Extended Dave date  The Control of the period of four months from the daw date / Extended Dave date  The Control of	28	from the date of commissioning, whichever is earlier. Please confirm your		-	No
acceptance, for a period of four months from the clue date / Extended Due date mentioned in this Time Engage, and the Engage.  Part Order: Please confirm your acceptance to term-wise Part Order: Part order means the part of the following points regarding Part Order: Part order means the part of the following points regarding Part Order: Part order means the part of the following points regarding Part Order: Part order means the part of the following order of the following order ord	29	Test Certificate: Please confirm that all the relevant Test Certificates shall be sent to HPCL along with the invoice and other documents.		-	No
NOTE: Plasse note the following points regarding Part Order: Part order means that, your offer will be considered, for the full quality for held in quantifier of held part will be considered. For the full quality for held part will be considered. For the full quality for held part will be considered. For the full quality for held part of the part of th	30	acceptance, for a period of four months from the due date / Extended Due date		-	No
that, your offer will be considered, for the full quantity of those partitions of the quantities of a comparities of the comparities of	31	Part Order: Please confirm your acceptance to item-wise Part Order .		-	No
enclosed with this tender.  34 Cancellation Risk Purchase Clause-Please confirm your acceptance to our Purchase Order Cancellation clause and the Risk Purchase Clause, enclosed with this tender.  35 NSIC Unit-Please confirm your registration with NSIC, for any / all items of this Purchase Clause, enclosed with this tender.  36 In case you are registered with NSIC, please confirm that you have not succeeded with the large scale units, during the preceding 12 months. In this preceding 12 months of the work with the large scale units, during the preceding 12 months.  37 If registered, please enclose a copy of the valid NSIC registration certificate, applicable for the times offered by you. Price preference is shall be considered for units registered with NSIC, as per the prevailing government guidelines, rules & regulations, as applicable.  38 Performance Bank Guarantee (PBG): Please confirm that PBG will be submitted by you. In 10% of the Purchase Order value for the Warantee Guarantee by you. In 10% of the Purchase Order value for the Warantee Guarantee  39 Third party Inspection. Please specify whether. Third Party Inspection charges are Included in your quoted rate or are extra, flockuded (Estra)  40 In case Third Party Inspection charges are extra, pleases quote Maximum limit of Third Party Inspection charges are extra, pleases quote Maximum limit of example percent  41 NOTE: (1) Third Party Inspection charges will be paid extra at actuals (with documentary proof), subject to the maximum of the percentage of your quoted rate, For example  42 DeS&R Rate Contract: Please submit copy of DGS&B Rate Contract (if any) for subject items  43 Manufacturer's price List & Reference PO's: Please enclose Manufacturer's price-list and purchase orders of other registers are extra, pleases quite the charges, inspection Charges, quoted above, should be inclusive of all taxes & duties  44 In case any other taxes and duties other than those specified above are applicable.  45 Manufacturer's price List & Reference PO's: Please e	32	that, your offer will be considered, for the full quantity for those items, for which you emerge the lowest acceptable vendor. It does not mean splitting of the quantities of		-	No
Purchase Order Cancellation clause and the Risk Purchase Clause, enclosed with this tender.  NSIC Unit. Please confirm your registration with NSIC, for any / all items of this Price Enquir, For example (Registered)(Not registered).  In case you are registered with NSIC, please confirm that you have not succeeded in securing orders for the same item, in competition (i.e., without price preference) with the large scale units, during the preceding 12 months.  In case you are registered with NSIC, please confirm that you have not succeeded in securing orders for the same item, in competition (i.e., without price preference) with the large scale units, during the preceding 12 months.  Performance enclose a copy of the valed NSIC, explaintation certificate, are guitations, as applicable.  Performance Bank Quarantee (PBG): Please confirm that PBG will be submitted by you, for 10% of the Purchase Order value for the Warrantee' Quarantee period, in HPCL's prescribed format (attached herewith)  Third party inspection of the value will be warrantee' Quarantee period, in HPCL's prescribed format (attached herewith)  Third party inspection of the same are extra, (Included) (Extra)  In case Third Party Inspection Charges will be paid extra at actuals (with documentary proof), subject to the maximum of the percentage mentioned above, considering the possibility of placement of a part order also. (3) The Third Party Inspection Charges in terms of Percentage mentioned above, considering the possibility of placement of a part order also. (3) The Third Party Inspection Charges will be paid extra at actuals (with documentary proof), subject to the maximum of the percentage mentioned above, considering the possibility of placement of a part order also. (3) The Third Party Inspection Charges, quided above, should be inclusives duties applicable.  Personal Charges, quided above, should be inclusives duties applicable.  Personal Charges, quided above, should be inclusived at the maximum of the particular and particular and particular	33			-	No
Price Enquiry. For example (Registered) (Not registered) 36 In case you are registered with NSIC, please confirm that you have not succeeded in securing orders for the same item, in competition (i.e., without price preference) with the large scale units, during the preceding 12 months.  37 If registered, please enclose a copy of the valid NSIC registration certificate, applicable for the tiems offered by you. Price preference shall be considered for units registered with NSIC, as per the prevailing government guidelines, rules & registrations.  38 Performance Bank Guarantee (PGC) Please confirm that PBG will be submitted performence Bank Guarantee (PGC). Please confirm that PBG will be submitted period. In HPGL spreached from the Narrantee Guarantee period. In HPGL spreached the Narrantee Guarantee of Narrantee Spreached Currantee (Strate).  40 In case Third Party Inspection Charges will be paid extra at actuals (with documentary proof), subject to the maximum of the percentage mentioned above. (2) In case Third party Inspection Charges will be paid extra at actuals (with documentary proof), subject to the maximum of the percentage mentioned above. (2) In case Third party inspection charges are extra. please quoted the charges, considering the possibility of placement of a part order also. (3)The Third Party properties.  42 DSS&D Rate Centract: Please submit copy of DS&D Rate Centract (if any) for subject tiems.  43 Manufacturer's p	34	Purchase Order Cancellation clause and the Risk Purchase Clause, enclosed with		-	No
in securing orders for the same item, in competition (i.e. without price preference) with the large scale units, during the preceding 12 months.  If registered, please enclose a copy of the valid NSIC registration certificate, applicable for the items offered by you. Price preference shall be considered for units registered with NSIC, as per the prevailing government guidelines, rules & registration certificate, applicables.  Performance Bank Guarantence PROE). Please cannot be used to the submitted period, in HPCIC serectived format (stateche therewith)  Performance Bank Guarantence Order volue. for the Wigrander Guarantee period, in HPCIC is prescribed format (stateche therewith)  Third party Inspection. Please specify whether Third Party Inspection charges are not included in your quoted rate or are extra. (Included). Extra)  In case Third Party Inspection charges are extra. (Included). Extra)  In case Third Party Inspection charges are extra. (Included in your quoted rate. For extra. (Included in your party inspection charges are interns of Percentage of your quoted rate. For example.  In case Third Party Inspection charges are extra. (Included in your quoted rate. For example.  In case Third Party Inspection charges are extra. (Included as extra at actuals (with documentary prof), subject to the maximum of the percentage mentioned above.  (2) In case Third party inspection charges are extra. (Included in your quoted rate. For example.  In case are contract: Please submit copy of DGS&D Rate Contract (if any) for subject thems.  In case any other taxes and duties other than those specified above are applicable.  DGS&D Rate Contract: Please submit copy of DGS&D Rate Contract (if any) for subject times.  In case any other taxes and duties other than those specified above are applicable,  Pale of the same subject times.  In case any other taxes and dut	35	NSIC Unit: Please confirm your registration with NSIC, for any / all items of this Price Enquiry. For example (Registered)(Not registered)		-	No
applicable for the items effered by you. Price preference shall be considered for units registered with NSIC, as per the prevailing overnment guidelines, rules & regulations, as applicable.  38 Performance Bank Guarantee (PBG): Please confirm that PBG will be submitted by you, for 10% of the Purchase Order value for the Warrantee Guarantee period, in IPCLS prescribed format (attached herewith)  39 Third party Inspection: Please specify whether Third Party Inspection charges are Included in your quoted rate or are extra. (Included) (Extra)  40 In case Third Party Inspection charges are extra. please quote Maximum limit of Third Party Inspection charges in terms of Percentage of your quoted rate or are extra. (Included) (Extra)  41 NOTE: (1) Third Party Inspection Charges will be paid extra at actuals (with documentary proof), subject to the maximum of the percentage mentioned above. (2) In case Third party inspection charges extra. please quote the charges, considering the possibility of placement of a part order also. (3) The Third Party Inspection Charges will be paid extra. at actuals (with documentary proof), subject to the maximum of the percentage and provided in the Party Inspection Charges and provided in the Party Inspection Charges, quoted above, should be inclusive of all taxes & duties and provided in the provided in the Party Inspection Charges, quoted above, should be inclusive of all taxes & duties and purchase orders of other reputed companies for same similar items  42 DoSaSD Rate Contract: Please submit copy of DGS&D Rate Contract (if any) for subject items  43 Manufacturer's price List & Reference PO's: Please enclose Manufacturer's price-list and purchase orders of other reputed companies for same similar items  44 In case any other taxes and duties other than those specified above are applicable, specify the same  45 Please upland the Deviation List or the Nil Deviation confirmation as specified in Case any other taxes and duties other than those specified above are applicable, specify the s	36	in securing orders for the same item, in competition (i.e. without price preference)		-	No
by you, for 10% of the Purchase Order value for the Warranteer Guarantee period, in HPCL's prescribed format (attached herewith)  Third party Inspection. Please specify whether Third Party Inspection charges are Included in your quoted rate or are extra, please quote Maximum limit of Third Party Inspection charges are extra, please quote Maximum limit of Third Party Inspection charges are extra, please quote Maximum limit of Third Party Inspection charges are extra, please quote Maximum limit of Third Party Inspection Charges will be paid extra at actuals (with documentary proof), subject to the maximum of the percentage mentioned above, (2) orders of third party inspection charges are extra, please quote the charges, largest plants party inspection charges are extra, please quote the charges, largest plants party inspection charges are extra, please quote the charges, largest plants party inspection charges are extra, please quote the charges, largest plants party inspection charges are extra, please quote the charges, largest plants party inspection charges are extra, please quote the charges, largest plants party inspection charges are extra, please quote the charges, largest plants party inspection charges are extra, please quote the charges, largest plants party inspection charges are extra, please quote the charges, largest plants party inspection charges are extra, please quote the charges, largest plants party inspection charges are extra, please quote the charges, largest plants party inspection charges are extra, please quote the charges, largest plants party proof.  Allowed largest plants party proof, subject to the maximum of the percentage are extra, please quote the charges are extra, please quote the charges are extra, please quote the charges.  Allowed largest plants party proof.  Allowed largest plants party proo	37	applicable for the items offered by you. Price preference shall be considered for units registered with NSIC, as per the prevailing government guidelines, rules &		-	Allowed
Included in your quoted rate or are extra.(Included) (Extra)	38	by you, for 10% of the Purchase Order value for the Warrantee/ Guarantee		-	No
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list and purchase orders of other reputed companies for same/ similar items  44 In case any other taxes and duties other than those specified above are applicable, specify the same  45 Plesae uplaod the Deviation List or the Nil Deviation confirmation as specified in Clause 4.1.1. of the Terms and Conditions document.  46 Name of the Authorised Signatory / Concerned Contact Person for the tender  47 Designation of the Authorised Signatory / Concerned Contact Person for the tender  48 E-Mail ID of the Authorised Signatory / Concerned Contact Person for the tender  49 Alternate E-Mail ID / IDs  50 Mobile Number of the Authorised Signatory / Concerned Contact Person for the tender  51 Telephone number of the vendor  52 Fax number of the vendor  53 Internet Web Site Address (URL) of the Vendor  54 Tender document  55 Integrity pact  56 Integrity pact  57 QAP and TPI agencies  58 Mod of bid sub and Eproc tips  58 Mod of bid sub and Eproc tips  59 No  50 Mod of bid sub and eproc tips  50 No  51 Telephone number of the vendor  52 Fax number of the vendor  53 Integrity pact  54 OR Arbitr and risk purchase  55 OR Arbitr and risk purchase  56 Arbitr and risk purchase  57 QAP and TPI agencies  58 Mod of bid sub and eproc tips  59 Lemp regist.PDF  50 No  51 No  52 Pax number of the Vendor  53 Integrity pact  54 OR And of bid sub and eproc tips  55 Lemp regist.PDF	42			-	Allowed
specify the same  45 Plesae uplaod the Deviation List or the Nil Deviation confirmation as specified in Clause 4.1.1. of the Terms and Conditions document.  46 Name of the Authorised Signatory / Concerned Contact Person for the tender  47 Designation of the Authorised Signatory / Concerned Contact Person for the tender  48 E-Mail ID of the Authorised Signatory / Concerned Contact Person for the tender  49 Alternate E-Mail ID / IDs  50 Mobile Number of the Authorised Signatory / Concerned Contact Person for the tender  51 Telephone number of the vendor  52 Fax number of the vendor  53 Internet Web Site Address (URL) of the Vendor  54 Tender document  55 Integrity pact  56 Arbitr and risk purchase  57 QAP and TPI agencies  Mod of bid sub and Eproc tips  Mandatory  Mandatory  Anderwise in Mandatory  Anderwise in Mandatory  Anderwise in Mandatory  No  Mandatory  Mandatory  Anderwise in Mandatory  No  No  Mod of bid sub and Eproc tips  Mandatory  Anderwise in Mandatory  No  Mandatory  Anderwise in Mandatory  No  Mandatory  Anderwise in Mandatory  No  Mandatory  No  No  Mandatory  Anderwise in Mandatory  No  Mandatory  No  Mandatory  No  No  Mandatory  No  No  Mandatory  No  Man	43			-	Allowed
Clause 4.1.1. of the Terms and Conditions document.  Name of the Authorised Signatory / Concerned Contact Person for the tender  Designation of the Authorised Signatory / Concerned Contact Person for the tender  E-Mail ID of the Authorised Signatory / Concerned Contact Person for the tender  Atternate E-Mail ID / IDs  No  Alternate E-Mail ID / IDs  No  Mobile Number of the Authorised Signatory / Concerned Contact Person for the tender  Telephone number of the Authorised Signatory / Concerned Contact Person for the tender  Telephone number of the vendor  Telephone number of the vendor  Telephone number of the Vendor  Tender document  Public Tender Doc 14000282- HD.pdf  Integrity pact  Integrity pact  Arbitr and risk purchase  Arbitr and risk purchase  QAP and TPI agencies  Mod of bid sub and Eproc tips  Mod of bid sub and eproc tips  temp regist.PDF	44			-	No
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## HINDUSTAN PETROLEUM CORPORATION LIMITED - VISAKH REFINERY

OFFICE OF DEPUTY GENERAL MANAGER - MATERIALS

MATERIALS DEPARTMENT - REFINERY

ADMINISTRATIVE BLOCK - A, FIRST FLOOR, WEST WING

MALKAPURAM

VISAKHAPATNAM -- 530 011

ANDHRA PRADESH

Tel: 0-891 / 289.4309 & 289.4300 Fax: 0-891 / 257.7139 & 257.7486

# **TENDER DOCUMENT**

FOR

**SUPPLY OF** 

# PLATES CONFIRMING TO IS: 2062 AND ASTM A 537 CLASS-1

e-TENDER/ RFQ No.14000282-HD-46002



## **IMPORTANT DATES & EVENTS AND COMMERCIAL DETAILS (3 Pages)**

## **IMPORTANT DATES & EVENTS**

S.No.	TIME & DATE	<b>EVENT</b>	SUBMISSION MODE	REMARKS
1	11:00 a.m. on 31-July-2014	Due Date for Submission of Tender Fees, EMD, Notarised Pre-Qualification Documents and Unpriced & Priced	Tender Fees and EMD to be submitted in Separate Sealed Envelopes	In 2 Separate Envelopes: 1. Tender Fees/Exemption Details 2. EMD/Exemption Details All together in one sealed envelope subscribed with Tender No., Due Date & Tender Description and Tenderer's Name & Add.
		Offers	Notarised Pre- Qualification Documents, Unpriced & Priced Bids to be submitted Online	Priced Bid should be submitted ONLY Online

## **IMPORTANT NOTES:**

- 1.0. This Tender Document can be Downloaded from the following websites: <a href="http://www.hindustanpetroleum.com">http://www.hindustanpetroleum.com</a> & <a href="https://etender.hpcl.co.in/">https://etender.hpcl.co.in/</a>
- 1.1. Tenderer have a choice of either obtaining the documents from the office of DGM Materials or alternatively by downloading the relevant tender documents from the websites indicated at 1.0. above.
- 1.2. All the Tenderers who download this Tender Document shall pay the Tender Fees of ₹5,000/-(Rupees Five Thousand only).
- 2.0. Submission through Online means through HPCL's e-Proc website (https://etender.hpcl.co.in/)
- 3.0. All revisions, clarifications, corrigenda, addenda, time extensions etc, to the tender will be hosted on HPCL website (www.hindustanpetroleum.com) only. Bidders should regularly visit this website to keep themselves updated.



## IMPORTANT DATES & EVENTS AND COMMERCIAL DETAILS (3 Pages)

# **IMPORTANT COMMERCIAL DETAILS**

#### 1.0. TENDER FEES:

- 1.1. Tenderers shall submit the Tender Fees of ₹ 5,000/- (Rupees Five Thousand only) in the form of a Demand Draft issued by a Scheduled Bank (other than Co-operative Banks) in favour of Hindustan Petroleum Corporation Limited, payable at Visakhapatnam. It is to be noted that Tender Fee is non-refundable.
- 1.2. Kindly note that all the Tenderers who download this Tender Document (whether interested to participate in the Bidding process or not) shall send us the Tender Fees of ₹5,000/-(Rupees Five Thousand only) as specified above, to the office of DGM-Materials.
- 1.3. Agencies registered with National Small Scale Industries Corporation (NSIC) are exempted from Tender Fees. For this purpose, in the event of the tenderer being registered with NSIC, a copy of the registration Certificate should be submitted.
- 1.4. Tenders received without Tender Fees will be rejected.

## **2.0.** EMD (EARNEST MONEY DEPOSIT):

- 2.1. Tenderers should submit EMD (Earnest Money Deposit) of ₹8,80,000/- (Rupees Eight Lakhs Eighty Thousand only).
- 2.2. EMD shall in the form of Demand Draft issued by a Scheduled Bank (other than Cooperative Banks) in favour of Hindustan Petroleum Corporation Limited, payable at Visakhapatnam (**OR**) in the form of Non-revocable Bank Guarantee on ₹100/- (Rupees One Hundred only) non-judicial stamp paper (as per format enclosed) issued by a Scheduled Bank (other than Co-operative banks) and valid for Six Months from the date of opening of Un-Priced Bid.
- 2.3. Any Bank Guarantee submitted by a tenderer shall be confirmed by the Issuing Bank within 10 days of receipt of HPCL's letter requesting for confirmation that it is genuine and validly issued in favor of HPCL.
- 2.4. Public Sector Enterprises and Agencies registered with National Small Scale Industries Corporation (NSIC) are exempted from EMD. For this purpose, in the event of the tenderer being a Public Sector Enterprise, a declaration to that effect and in case of agencies registered with NSIC, a copy of the registration Certificate should be submitted.
- 2.5. Tenders received without Earnest Money Deposit will be rejected.

**NOTE:** HPCL shall not be responsible for any expense incurred by tenderers in connection with the preparation of Bid and any other expenses incurred, for submission of bid.

## 3.0. INTEGRITY PACT:

3.1. The Integrity Pact duly signed by the authorized official of HPCL and the Vendor will



## **IMPORTANT DATES & EVENTS AND COMMERCIAL DETAILS (3 Pages)**

form part of this Contract / Purchase Order. The Vendor shall comply with the requirements of the Integrity Pact.

- 3.2. Proforma of Integrity Pact (which is issued along with this bidding document) shall be returned by the Vendor along with the Un-Priced 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. Vendor's failure to return the Integrity Pact along with the bid, duly signed, shall lead to rejection of such Offer.
- 3.3. If the Vendor 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 the Vendor, Liquidated Damages amount by forfeiting the EMD/Bid security (Bid Bond), if any, as per provisions of Integrity Pact.
- 3.4. 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, if any, as per Integrity Pact.

\* \* \* \* \* \* \* \* \*



## BASICS TO PARTICIPATE IN E-PROCUREMENT RFQ (1 Pages)

Please note that this is an ePublic Tender. Please log in at site (<a href="https://etender.hpcl.co.in">https://etender.hpcl.co.in</a>) and respond to the tender. Please note that this is an online tender and on line response submitted at site (<a href="https://etender.hpcl.co.in">https://etender.hpcl.co.in</a>) shall only be accepted. No other mode of submission (hard copies in the form of fax, submission by hand etc. or email submission etc.) shall be accepted.

The Server Date & Time as appearing on the HPCL website (https://etender.hpcl.co.in) shall only be considered for the cut-off date and time for receipt of tenders. For submitting on line response Digital Certificate / Signatures (Class II/ Class III) shall be mandatory. For already existing vendors, in case you are logging in for the first time please ensure to upload your Digital certificate. The process for same is listed in the Help link after logging in. PLEASE LOGIN WITH YOUR EIGHT DIGIT JDE VENDOR CODE AND CORRESPONDING BILL TRACKING SYSTEM (BTS) PASSWORD TO BID FOR THE TENDER. New bidders will have to temporarily register to be able to quote for this tender in eProc system.

Bids cannot be submitted without valid Digital Certificate / Signatures (Class II/ Class III).

Please refer to help link after logging in, in case you are new to e-Tender. Also, please refer the following 3 attachments for Bid submission:

- i) Temporary Vendor Registration
- ii) Tips for Bid Submission
- iii) Modality of Bid Submission

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## CONTACT PERSONS FOR E-TENDERING RELATED ISSUES:

In case of any difficulty in logging or in case you do not have the BTS password, please contact Eproc helpdesk at: 022- 42100111 on any day between 10.00 AM to 6.00PM except on Sundays/Public holidays. In case, the above Phone is unreachable, you may alternately call on the Mobile no. 08108-988-611 but only on the days and time given above. Alternately, you can send e-Mail to the following e-Mail ID along with the snapshots of the errors you are facing: <a href="mailto:hpcl.mumhelpdesk@gmail.com">hpcl.mumhelpdesk@gmail.com</a>

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In this regard, we would like to inform you that we have been receiving some last minute requests/problems and thereafter requesting for extension in Due Date, highlighting some technical issues as a reason for non-submission of bids.

Kindly log-in to the website (<a href="https://etender.hpcl.co.in">https://etender.hpcl.co.in</a>) well in advance to ensure timely submission of your bid and please note that HPCL shall NOT be responsible for any last minute rush.

\* \* \* \* \* \* \* \* \*



#### **BIDDING PROCEDURE (7 Pages)**

#### 1.0. SUBMISSION OF OFFER/ MODE OF BIDDING:

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The tenderer shall upload & submit their offer in THREE Bid System (Online) i.e., Pre-Qualification Bid, Un-priced Bid and Priced Bid as detailed below:

# 1.1. EMD & TENDER FEE (TO BE SUBMITTED THROUGH POST):

\_\_\_\_\_

## 1.1.1. EMD & TENDER FEE TO BE SUBMITTED IN SEALED ENVELOPES:

Please ensure to submit, the following in **TWO Separate Sealed Envelopes**, as your EMD / Tender Fee at the address mentioned below, [on or before the Tender Due Date/ Extended Due Date & Time]:

- 1) Tender Fee/ Exemption Details. [ENVELOPE No.1]
- 2) EMD/ Exemption Details. [ENVELOPE No.2] (EMD Format attached)

All the above TWO Envelopes shall be kept under a single Envelope which should be super scribed as follows:

## **TENDER FEE & EMD MONEY**

SUPPLY OF PLATES CONFIRMING TO IS: 2062 AND ASTM A 537 CLASS-1

TENDER NO. : 14000282-HD-46002

TENDER DUE DATE: 31-July-2014 at 11 a.m.

#### NOTE:

The above sealed envelope(s) shall be dropped in the tender box kept at the office of DGM-Materials, on or before the tender due date.

- Notes: i) Tenderers should submit the above details/ documents in TWO separate, respective sealed envelopes.
  - ii) All the envelopes should be superscribed with the Respective Title (i.e., Tender Fee/EMD), HPCL-VR's RFQ No., RFQ Date, RFQ Due Date, Tenderer's Name & Address.
  - iii) Please note that Non-receipt of either of Tender Fee/Exemption Details (OR) EMD/Exemption Details on or before Due Date/ Extended Due date shall lead to outright rejection of all such bids. HPCL shall not be responsible for any postal delays or non-receipt of Tender Fees or EMD by tender due date and time, reasons whatsoever.
  - (iv)In case either (a) the Tenderer submits any two or more above documents, in the same envelope, or (b) Documents are submitted in differently titled envelopes, or (c) Prices are mentioned in any of these envelopes, such Offers shall be summarily REJECTED, WITHOUT ANY reference to and/ or correspondence with the Tenderer.
  - (v) All the above TWO Envelopes shall be kept under a single Envelope as detailed above.

Tenders received after the stipulated date and time for receipt of the tenders, due to any reasons what so ever shall be rejected.



### **BIDDING PROCEDURE (7 Pages)**

The complete mailing address is as given below:

Attn: OFFICE OF DEPUTY GENERAL MANAGER - MATERIALS

**MATERIALS DEPARTMENT - REFINERY** 

ADMINISTRATIVE BLOCK - A, FIRST FLOOR, WEST WING

**MALKAPURAM** 

VISAKHAPATNAM -- 530 011

ANDHRA PRADESH

\* \* \*

Tel : 0-891 / 289 4305 & 289 4309 Fax : 0-891 / 257 7139 & 257 7824

E-Mail: VAPradeepK@HPCL.co.in & Ravi KumarVV@HPCL.co.in &

suchitra@HPCL.co.in

• HPCL shall not be responsible for delay in receipt of the Tender(s) due to postal delay or any other reason whatsoever.

#### 1.1.2. PRE-OUALIFICATION BID DOCUMENTS TO BE SUBMITTED ONLINE:

All the required documents pertaining to Pre-Qualification Criteria as required in this tender (Please refer Page nos.13, 14 & 15 of the Tender Document) should be **notarized**, scanned and uploaded in the e-Proc System.

#### 1.1.3. UNPRICED BID DOCUMENTS TO BE SUBMITTED ONLINE:

Please ensure to upload, the following, as your Un-Priced Bid in the e-Procurement website (<a href="https://etender.hpcl.co.in">https://etender.hpcl.co.in</a>) [before the Tender Due Date & Time], duly signed and with your company seal:

- 1.1.3.1. A Covering Letter, on Vendor's Letter Head, confirming the following:
- 1.1.3.1.1. That all the requisite documents in support of the Qualification Criteria have been submitted in the Pre-Qualification Bid.
- 1.1.3.1.2. That the material offered in their Bid, is EXACTLY as per the specifications stated in HPCL-VR's RFQ, WITHOUT ANY DEVIATIONS WHATSOEVER.
- 1.1.3.1.3. That the material shall be delivered EXACTLY as per the Delivery Schedule specified by HPCL-VR, WITHOUT ANY DEVIATION WHATSOEVER.
- 1.1.3.1.4. That the rates quoted are firm and NOT subject to any escalation.
- 1.1.3.1.5. That the Vendor accepts the ALL the IMPORTANT NOTES and SPECIAL TERMS & CONDITIONS specified in HPCL-VR's RFQ.
- 1.1.3.1.6. The Letter Head should also clearly indicate the Vendor's up-to-date Address, Telephone Numbers, Fax Numbers, E-Mail Addresses, Mobile Numbers and Contact Person's Name & Designation.
- 1.1.3.2. Integrity Pact, duly signed and stamped on all pages.



### **BIDDING PROCEDURE (7 Pages)**

- 1.1.3.3. Declaration on your Letter Head, confirming that Vendor have not been banned or delisted by any Government or Quasi Government agencies or Public Sector Undertakings / Enterprises. (Format attached).
- 1.1.3.4. In addition to the above, please ensure to specify the following under the "Generate Technical Bid & Priced Bid envelope" → Deviation Form Heading":
  - (a) In case of NIL Deviation, kindly ensure to specify NIL.
  - (b) In case of any deviation(s), the same is to be entered in the table provided.
  - (c) Deviation mentioned in any other place will not be considered.

(NOTE: In case Deviation Form is left blank, the next step cannot be initiated)

- 1.1.4. IN CASE OF ANY TECHNICAL/COMMERCIAL QUERIES, THE SAME SHOULD BE SOUGHT THROUGH THE "QUERIES / MESSAGES" APPLICATION IN THE E-PROCUREMENT SITE ONLY. (Manual for raising queries available in "Help" application (point e) after logging into the website)
- 1.1.5. The vendor should clearly specify the Taxes and Duties that are applicable as extra on the Basic Unit Rate, along with the Rates/ Percentages that are presently applicable.

#### 1.2. PRICED BID/ HOW TO QUOTE -- ONLINE ONLY:

\_\_\_\_\_

#### Tenderer shall quote as follows:

- 1.2.1. Please quote your Basic Unit Rate/ Metric Ton along side the individual items. The quantity mentioned in the tender is maximum quantity and payment will be made on the basis of actual quantity supplied.
- 1.2.2. The offers of Bidders quoting rate anywhere else other than Priced Bid shall be summarily rejected, without further reference / correspondences to the Bidder.
- 1.2.3. Priced Bid received by any other mode (other than HPCL's e-procurement portal), viz hardcopy, fax, e-mail, telegram, telex etc. are NOT acceptable and summarily be REJECTED, without any correspondence and/or reference to the Vendor.

NOTE: In case, any Tenderer could not complete the uploading & submission of offer in THREE Bid System i.e., Pre-Qualification Bid, Un-priced Bid and Priced Bid as detailed above, in all respects on or before Due Date/Extended Due Date, ALL such Offers shall be summarily REJECTED, WITHOUT ANY reference to and/or correspondence with the Tenderer.



## **BIDDING PROCEDURE (7 Pages)**

### 2.0. PROCEDURE FOR SUBMISSION OF E-BID:

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- 2.1. If you are logging in for the first time, please upload your digital certificate (public key) through the link "Digital certificate" in the left side.(The digital certificate should have "Non repudiation" attribute). The concerned Purchase officer will validate the same, after which the message in link shall read as "Existing Signing Digital Certificate Expires on:" Only after this message you can submit bid successfully. (This is a onetime activity till certificate expiry).
- 2.2. To know, how to prepare and submit bid, please refer the "HELP" tab. You will be guided with a step by step procedure for bid preparation and submission of the same.
- 2.3. For help on any specific topic, like 'how to raise query" etc, please click on the help link and select the appropriate topic for a step by step procedure on same.
- 2.4. Please note that, you can submit more than one bid against a tender. However, only the latest successful bid shall be considered for evaluation.
- 2.5. Please download and install the PDF signing utility (J Sign PDF) from the "Utilities" link, which can be used to signing tender document prior to submission of same. Please note that your digital certificate should be uploaded / existing in your browser to enable Jsign pdf in signing documents.
- 2.6. Please ensure to use Internet Explorer 7 or above to open and work on this application.
- 2.7. Please download &install the program JDK 1.6 from the utilities link, if not already installed for this application to work properly.
- 2.8. Please note that opening of bids can be witnessed through the menu "Witness bid opening" after the un-priced/priced bid opening date has passed.

NOTE: For Disclaimers, please refer the home page after logging into the website.

#### 3.0. PROCEDURE OF OPENING OF OFFERS AGAINST TENDER:

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- 3.1. The **Envelopes** shall be opened in the following order, on the due date for submission of offers in presence of bidders at Refinery Materials Department.
- 3.1.1. Tender Fee
- 3.1.2. EMD
- 3.2. After the Tender Fee/Exemption Details are established and found to be in order, the EMD/Exemption Details shall be opened.
- 3.3. After EMD/Exemption Details are established and found to be in order, Pre-Qualification Bid shall be opened in e-Proc site on the same day.
- 3.3.1. After verification and establishing correctness of enclosures in Pre-Qualification Bid, Un-Priced Bid shall be opened in e-Proc site. (The date of Un-Priced Bid Opening, mentioned in the e-Proc site is purely tentative)
- 3.3.2. After establishing techno-commercial acceptability of the un-priced techno-commercial offers, the Priced Bid of only techno commercially acceptable bidders shall be opened.



## **BIDDING PROCEDURE (7 Pages)**

- 3.4. Interested bidders may witness the opening of Tender Fees & EMD at the time and date mentioned above. It shall be noted that HPCL shall not be responsible and hence shall not pay any amount for attending the opening of tender fee and EMD. Please note that the person attending the opening of tender fee and EMD shall carry proper authorization letter authorizing him to attend the opening of tender fee and EMD for the referred tender.
- 3.4.1. The Time and Date for opening of the Priced Bids shall be intimated, subsequently, only to the techno commercially acceptable bidders. The opening of Pre-Qualification Bid, Unpriced Bid and Priced Bid can be witnessed by the bidders in e-Proc site.

## 4.0. GENERAL NOTES:

\_\_\_\_\_

- 4.1. This is ONLY a Price Enquiry and NOT a commitment from HPCL-VR.
- 4.2. HPCL takes no responsibility for delay, loss or non-receipt of auto emails sent by eProc site. Only the offers submitted through eProc site will be accepted. Telegraphic/fax/email offers or offers sent through any other mode shall not be accepted.
- 4.2.1. In case price is mentioned anywhere in prequalification or un-priced bid, then such offers shall be summarily rejected, without any reference to and/or correspondence with the vendor.
- 4.2.2. HPCL reserves the right at any time to extend the due date for submission of bids and also for extension of date of prequalification & un-priced bid openings.
- 4.3. HPCL reserves the right to accept / reject any or all bids without assigning any reason whatsoever.
- 4.4. Bidders shall be required to arrange all resources, including digital IDs and internet connections at their own cost, for participating in online tenders at HPCL's eProc site, https://etender.hpcl.co.in. HPCL shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues. HPCL shall not be responsible for any expense incurred by bidders in connection with the preparation or delivery of their Bids and other expenses incurred during bidding process. HPCL will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.
- 4.5. Vendors who have responded to the tender are requested to login at HPCL e-procurement website (http://etender.hpcl.co.in) for witnessing the tender opening (un-priced bid as well as priced bid in case of technically accepted vendors).
- 4.6. Queries if any may be addressed in e-Proc site only. Such queries shall be forwarded so as to reach HPCL before the due date for receipt of pre bid queries. Queries received after the bidder query due date shall not be responded.
- 4.7. Wherever applicable/ available, please specify your Excise Control Code Registration Number and Date, CST Registration Number and Date, and Andhra Pradesh VAT



## **BIDDING PROCEDURE (7 Pages)**

Registration Number and Date, in your (Un-Priced) Bid. And please attach photocopies of these Registration Certificates.

- 4.8. The bid prepared by the bidder, all correspondences and documents relating to the bid exchanged by the bidder and the OWNER, shall be written in English language.
- 4.9. Although this tender document has been compiled with all reasonable care, it is the bidder's responsibility to ensure that the information provided is adequate and clearly understood. Bidder shall examine the tender document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, bidder may request clarification at any time before queries end date. Any failure by the bidder to comply with the aforesaid requirement shall not excuse the bidder, after subsequent award of the contract, from performing the work in accordance with the agreement.
- 4.10. Owner may for any reason issue an agreement in the form of addendum during the bidding period and subsequent to receiving the bids. Any addendum thus shall become part of the tender document.
- 4.11. HPCL reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, to annul the bidding process or to reject all bids with or without notice or reasons. Such decisions by HPCL shall bear no liability whatsoever consequent upon such decisions.
- 4.12. HPCL shall correspond only with the successful bidder. HPCL shall not be obliged to furnish any information/ clarification/ explanation to the unsuccessful bidders as regards to non-acceptance of their bids.
- 4.13. The tender should be submitted online at website https://etender.hpcl.co.in only, by the due date and time, as specified in the tender. The Server Date & Time as appearing on the HPCL website (https://etender.hpcl.co.in) shall only be considered for the cut-off date and time for receipt of tenders.
- 4.14. HPCL-VR reserves the right to reject the entire/ any part of the Vendor's Offer and/ or to award the order for the whole or part of the above RFQ.
- 4.15. The Vendor(s) should submit their Offer along with the requisite details specified in the RFQ.
- 4.16. HPCL shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues.
- 4.17. HPCL shall not be responsible for any postal or other delays in submitting EMD / tender cost wherever applicable.



### **BIDDING PROCEDURE (7 Pages)**

- 4.18. Cost of bidding: The bidder shall bear all costs associated with the preparation and submission of the bid, and Hindustan Petroleum Corporation Limited (HPCL), will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
- 4.19. HPCL may issue clarifications / amendments in the form of online addendum / corrigendum and on Message Board at https://etender.hpcl.co.in during the bidding period and may also issue amendments subsequent to receiving the bids. For the addendum/corrigendum issued during the bidding period, bidders shall confirm the inclusion of addendum / corrigendum / Messages on Message Board in their bid. Bidder shall follow the instructions issued along with addendum/corrigendum/Messages on Message Board.
- 4.20. Bidders shall examine the Bidding Document thoroughly and submit to HPCL any apparent conflict, discrepancy or error. HPCL shall issue appropriate clarifications or amendments, if required. Any failure by Bidder to comply with the aforesaid shall not excuse the Bidder from performing the Services in accordance with the contract if subsequently awarded.
- 4.21. Bidder shall treat the Bidding Document and contents therein as private and confidential and shall not use the Bidding Document for any other purposes.

\* \* \* \* \* \* \* \* \* \*



## PRE-QUALIFICATION CRITERIA (3 Pages)

- 1.0. Tenderers intending to participate this tender shall fulfill the qualification criteria, stipulated at 1.1., 1.2. & 1.3. below.
- 1.1. The vendor should be a Manufacturer or a trader dealing with supply of MS/CS plates in India.
- 1.2. **FINANCIAL CRITERIA:** Average Annual Financial Turnover during the last 3 years, ending 31-Mar-2014 (i.e., for the financial years Apr 2011 Mar 2012; Apr 2012 Mar 2013 and Apr 2013 Mar 2014), should be at least ₹ 132 Lakhs (Rupees One Hundred and Thirty Two Lakhs Only).
- 1.2.1. Tenderer shall upload the scanned copy of the audited balance sheets and profit & loss accounts statements, **duly attested by a Notary**.
- 1.3. **TECHNICAL CRITERIA:** Applicants shall have experience of having successfully executed order for supply of MS/CS plates during the last 7 years ending 30-Jun-2014, which experience should be any one of the following:
- (a) Three Executed Contracts for supply of plates each similar completed works, each costing not less than the amount equal to ₹176 Lakhs.
  - OR

    f plates each similar completed works, each costing no
- (b) Two Executed Contracts for supply of plates each similar completed works, each costing not less than the amount equal to ₹220 Lakhs.

OI

- (c) One Executed Contracts for supply of plates each similar completed works, each costing not less than the amount equal to ₹352 Lakhs.
- 1.3.1. Tenderer shall upload the scanned copy of the documentary evidence in support of the above Criteria for Pre-Qualification, **duly attested by a Notary**:
- 2.0. The tenderers should submit all the documents in the first instance (i.e., in the Pre-Qualification Bid) itself, in support of fulfilling their pre-qualification criteria. HPCL reserves the right to complete the evaluation based on the details furnished along with the bid, without seeking any additional information. HPCL also reserves the right to use their in-house information for assessment of Tenderer's capabilities.
  - HPCL also reserves the right to reject any tender without assigning any reason, whatsoever.
- 3.0. 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.
- 3.1. "Affiliate" of a Party shall mean any company or legal entity which:
- 3.1.1. Controls either directly or indirectly a Party, or
- 3.1.2. Which is controlled directly or indirectly by a Party; or



# PRE-QUALIFICATION CRITERIA (3 Pages)

- 3.1.3. 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.
- 4.0. Bids may be submitted by:
- 4.1. A single person/ entity (called sole tenderer);
- 4.2. A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;
- 4.3. A consortium (including an unincorporated JV) having a maximum of 3 (three) members;
- 4.4. An Indian arm of a foreign company.
- 5.0. Fulfillment of Eligibility criteria and certain additional conditions in respect of each of the above 4 types of tenderers are stated below, respectively:
- 5.1. The sole tenderer (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfill each eligibility criteria.
- 5.2. In case the tenderer 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 fulfill each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfill each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfills 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.
- 5.3. In case the tenderer(s) is/are a consortium (including an unincorporated JV), then the following conditions shall apply:
- 5.3.1. Each member in a consortium may only be a legal entity and not an individual person;
- 5.3.2. The Bid shall specifically identify and describe each member of the consortium;
- 5.3.3. 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);
- 5.3.4. One participant member of the consortium shall be identified as the "Prime member" and contracting entity for the consortium;
- 5.3.5. 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;



## PRE-QUALIFICATION CRITERIA (3 Pages)

- 5.3.6. The prime member shall fulfill each eligibility criteria;
- 5.3.7. 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'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;
- 5.3.8. 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 the Owner.
- 5.3.9. 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;
- 5.3.10. No consortium member shall hold less than 25% stake in a consortium;
- 5.3.11. Entities which are affiliates of one another are allowed to bid either as a sole tenderer or as a consortium only:
- 5.3.12. Any person or entity can bid either singly or as a member of only one consortium.
- 5.4. In case the tenderer is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign tenderer, then the foreign tenderer 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.

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## OTHER TERMS & CONDITIONS (5 Pages)

#### 1.0. TERMS AND CONDITIONS:

- 1.1. Plates supplied shall be strictly as per the dimensions and standards indicated in the RFQ.
- 1.2. Part orders are accepted.
- 1.3. The material shall be supplied with proper stampings of the manufacturer's name and size of the structural material as per QAP. The plates confirm to IS 2062 Gr A for Item 1 to Item 6 and plates in Item no. 7 shall confirm to ASTM A 537 Class-1.
- 1.4. Dimensions:

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- 1.4.1. Plates shall be supplied as per the Item description. In no case shorter dimensions are allowed. However, longer length of plates may be accepted subject to prior approval from HPCL.
- 1.5. Tolerances are allowed as per IS 1852.
- 1.6. The quality of PLATES shall conform to IS: 2062 Gr.A and ASTM A 537 Cl-1 respectively as mentioned in each item.
- 1.7. Material supplied shall meet QAP requirement. The relevant QAPs for trader and manufacturer confirming to IS 2062 and ASTM A537 CL-1 specification are attached as Annexures. Vendor shall strictly adhere to the attached QAP without any deviations. Deviation in the QAP is not acceptable and subjected to technical rejection
- 1.8. Third Party Inspection:
- 1.8.1. TPI to be performed as per QAP attached. Agency shall engage one of the TPI agencies as per list attached. Other Inspection agencies are not acceptable. Approved TPI agencies are given in Annexure.
- 1.8.2. In the event of any material or workmanship failure while inspection, cost of the resulting repairs / replacement and re-inspection shall be borne by vendor.
- 1.8.3. Any omission/failure on the part of third party inspection to disapprove/reject shall not be construed to be an acceptance of any defective work by HPCL if fabrication defects are detected by HPCL at any stage, vendor to rectify or replace the items at no extra cost.
- 1.9. The quantities are subject to increase or decrease before the placement of PO.
- 1.10. The quantity mentioned in the PO is maximum quantity and payment will be made on the basis of actual quantity supplied. No extra payment shall be paid for the quantity supplied beyond the PO quantity.



## OTHER TERMS & CONDITIONS (5 Pages)

## 1.11. Validity of Bid:

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- 1.11.1. The Bid of the vendor should be valid for acceptance by HPCL-VR, for a minimum period of FOUR months from the Due Date/ Extended Due Date of this RFQ.
- 1.11.2. After placement of PO/LOA, the Basic Unit Rate should be firm during complete execution of the order, without any escalation whatsoever.

# 1.12. Delivery:

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The plates shall be supplied in two lots:

First lot to warehouse, Visakh refinery, HPCL shall be supplied within 6 weeks as per the following from the date of LOI/PO whichever is earlier.

- 1. Item #1: 5mm IS 2062 Gr A Quality plates- 170 MT
- 2. Item #2: 6mm IS 2062 Gr A Quality plates- 65 MT
- 3. Item # 4: 10mm X10m long IS 2062 quality plates 150 MT and
- 4. Item #7: 14mm ASTMA 537 Cl-1 Plates- 33 MT

The remaining plates to warehouse, Visakh refinery shall be supplied within 8 weeks from the date of intimation. Intimation date shall be within 3 months from the date of LOI/PO whichever is earlier.

Material shall be delivered to Warehouse, Visakh refinery, HPCL through a dedicated direct truck only.

DELIVERY IS THE CRITERIA OF THE CONTRACT AND OFFERS NOT MEETING THE ABOVE DELIVERY PERIOD SHALL BE SUMMARILY REJECTED.

#### 1.13. Stenciling & Marking:

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All the plates shall have their dimensions, heat number and Vendors company name stenciled or marked for easy identification.

#### 1.14. Packing and Forwarding:

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The material shall be suitably packed such that there is no damage to the material during transit.



## OTHER TERMS & CONDITIONS (5 Pages)

## 1.15. Price Reduction Clause:

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In case of delay in delivery, Price Reduction shall be applicable, @ 0.5% of the Undelivered Order Value per week or part thereof, subject to a maximum of 5% of the Undelivered Order Value.

#### 1.16. Guarantee Clause:

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Minimum 18 months from the date of supply or 12 months from the date of commissioning, whichever is earlier.

#### 1.17. Documentation:

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Vendor to submit the given below documents along with the supply of material at Refinery: Three sets of hard copies of Material Test Certificates, TPI Inspection reports, dimensional reports, TPI clearance certificate, Guarantee certificate.

## 1.18. PERFORMANCE BANK GUARANTEE (PBG):

\_\_\_\_\_

1.18.1. The supplies made against this order shall be fully guaranteed against any manufacturing defects/poor workmanship/inferior quality etc. for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. During this period, vendor shall arrange to repair/replace any defective parts free of cost or replace complete set if required. Guarantee Certificate should be submitted along with despatch documents. Vendor shall furnish Performance Bank Guarantee in favour of HPCL issued by Scheduled bank (other than co-operative banks) for 10% value of the material supplied and valid during the above guarantee period.

#### 1.19. SECURITY DEPOSIT:

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- 1.19.1. The Vendor(s), with whom the contract is decided to be entered into and intimation is so given, will have to make a Security Deposit of One Percent (1%) of the Total Order Value, in the form of Account Payee Crossed Demand Draft, issued by a Scheduled Bank (other than Co-operative Banks), drawn in favour of HINDUSTAN PETROLEUM CORPORATION LIMITED, payable at Visakhapatnam, within 15 days from the date of intimation of acceptance of their tender, failing which HPCL reserves the right to cancel the Contract and forfeit the EMD.
- 1.19.2. 1% of PO/Contract value as Security Deposit will be acceptable in the form of Demand Draft up to Rs.50,000/- and in the form of Demand Draft/Bank Guarantee beyond Rs.50,000/-.
- 1.19.3. Composite PBG for 10% of PO value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money of 10% from each



## OTHER TERMS & CONDITIONS (5 Pages)

bill); such composite PBG shall be valid up to a period of 3 months beyond the expiry of defect liability period.

#### 2.0. CONTACT PERSONS:

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#### 2.1. FOR TECHNICAL QUERIES:

Mr. M N Rao

Manager – Maintenance Offsite Maintenance Department Tel: 0-891/289 4254; 4266

Fax: 0891/276 2297

E-mail: MNRao@HPCL.co.in & GPrathipati@HPCL.co.in

## 2.2. FOR COMMERCIAL QUERIES:

Mr. V V Ravi Kumar; Ch. Manager - Materials

/ Ms. Ch.Suchitra; Sr. Officer - Materials

Materials Department

Tel: 0-891 / 289 4309 & 289 4312

Fax: 0-891 / 257 7139

E-Mail: RaviKumarVV@HPCL.co.in & suchitra@HPCL.co.in

## 3.0. NOTES TO TENDERERS:

- 3.1. The term 'HPCL' means 'Hindustan Petroleum Corporation Limited' and includes successors and assignees.
- 3.2. The term 'Vendor' means the Vendor, firm or company, who has submitted their offer in response to this Price Enquiry/ RFQ and / or whose Offer has been accepted by 'HPCL'. The term 'Vendor' includes Vendor's legal heirs, representative, successor (s) and permitted assignees.
- 3.3. The 'Vendor' warrants that, use or sale of the materials specified herein, will not subject 'HPCL' to changes or patent infringement. The 'Vendor' further agrees to hold 'HPCL' harmless of any or all results of such charges.
- 3.4. The materials supplied must not be in excess of the quantities ordered, must be of the required quality and must meet the specifications given by 'HPCL' fully, failing which the materials will be returned at Vendor's expenses.
- 3.5. Materials should be shipped to 'HPCL', in such form that the total freight charges are minimum, keeping in mind that the delivery in excellent conditions is of prime importance.



# OTHER TERMS & CONDITIONS (5 Pages)

- 3.6. 'HPCL' reserves the right to suspend the execution of the Purchase Order, in the event of strike, accidents or any other contingencies, which are beyond HPCL's control.
- 3.7. If the services/ materials ordered are not delivered by the 'Vendor', as per the terms specified in the Purchase Order, 'HPCL' reserves the right to cancel the Purchase Order, without prejudice. The costs and expenses, if any, resulting from such cancellation of the Purchase Order, shall be to the Seller's account.
- 3.8. Vendor's ECC Registration No., CST Registration No., and AP VAT Registration No. (TIN No.), should be quoted on all copies of their Invoices.
- 3.9. HPCL's Warehouse is open, to receive materials, on all working days, between 8.30 AM to 3.00 PM. No goods will be accepted after 3.00 PM.
- 3.10. Tenderer's offer is liable for rejection if it does not comply with the RFQ format or if it is incomplete.
- 3.11. Purchase / Price Preference: Purchase / Price preference, will be considered to eligible Units as per the existing and prevailing government guidelines, rules and regulations.
- 3.11.1. The prevailing Government of India guidelines for units registered under NSIC regarding exemption of Tender Fees, EMD & Security Deposit and Price Preference will be applicable. However relevant supporting documents must be furnished for claiming the same.
- 3.11.2. The prevailing Government of India guidelines for Central Public Sector Undertakings regarding exemption of EMD & Purchase preferences shall be applicable.
- 3.12. The EMD shall be refunded to the unsuccessful tenderers. The EMD of the successful tenderer would be released on submission of Security Deposit. The Security Deposit shall be returned after satisfactory completion of entire contract.
- 3.13. The offers of the tenderers not meeting the prequalification criteria shall be rejected.
- 3.14. GRIEVANCE REDRESSAL: There is a Grievance Redressal Mechanism in the Corporation for tenderers participating in the tender, the details of which are available on the Corporation's website.
- 3.15. The payment of bills will be made through E-Payment. After placement of Purchase order, vendor has to send E-mandate (IF NOT SUBMITTED EARLIER) giving the requisite details required as per E-MANDTAE format to enable HPCL-VR to E-Transfer the payable amount. [E –Mandate Format shall be sent to vendor on whom Purchase Order shall be placed].

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## FORMAT OF BANK GUARANTEE IN LIEU OF EMD (2 Pages)

(On Non-Judicial stamp paper of appropriate value)

TO : HINDUSTAN PETROLEUM CORPORATION LIMITED VISAKH REFINERY
Malkapuram

Visakhapatnam - 530011



# FORMAT OF BANK GUARANTEE IN LIEU OF EMD (2 Pages)

4. We,	y without our consent and without der to vary any of the terms and and time of performance by "the for any time to time any of the "the Tenderer" and to forbear to ing to "the tender" and we shall f any such variation or extension bearance, act or omission on the by "the Corporation" to "the whatsoever which under the law
5. NOTWITHSTANDING anything hereinbefore cont Guarantee is restricted to ₹ (Rupee Our liability under this guarantee shall remain months from the due date of opening of the saclaim under this guarantee is made on us in writing on or before	s only). in force until expiration of six aid "tender". Unless a demand or ting within said period, that is, all rights of "the be forfeited and we shall be
6. We, Bank further guarantee during its currency except with Corporation" in Writing.	
7. We, Bank lastly agunder this guarantee shall not be affected by a "the Tenderer".	
8. "The Bank" has power to issue this guarante in terms of the documents and/or the Agreeme between "the Tenderer" and "the Bank" in this re	ent/Contract or MOU entered into
IN WITNESS WHEREOF the Bank has executed this of	document on this day
	For Bank (by its constituted attorney)
* * * * * *	(Signature of a person authorised to sign on behalf of "the Bank") * * *



## DECLARATION (1 Page)

We,	(Name of the company) hereby declare
that we have not been banne	d or delisted by any Government or Quasi Government agencies or
Public Sector Undertakings / E	nterprises.
Signature	
Name & Designation	
Name & Company Stamp	

Note 1: If the tenderer has been banned or delisted by any Government or Quasi Government agencies or Public Sector Undertakings / Enterprises, this fact must be clearly stated.

Note 2: If this declaration is not given, the bid will be rejected as non-responsive.

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**END OF TENDER DOCUMENT (Please refer Annexures)** 



# **INTEGRITY PACT (6 Page)**

# AGREEMENT (Under Integrity Pact)

No.

Dated

To,

HINDUSTAN PETROLEUM CORPORATION LIMITED

Sub: Purchase of Bidding Documents Ref.: Tender No. 14000282-HD-46002

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 120 Days from the last date for the receipt of tender stated in the NIT 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 120 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)

र्व(PEIR Ç विकुद्भिष्ट) मुख्य प्रवधवन्सामग्री (क्रय) V.V. RAVIKUMAR Chief Manager Materials (Purchase)



# **INTEGRITY PACT (6 Page)**

#### **INTEGRITY PACT**

#### Between

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

#### Preamble

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:
  - 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.
  - 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.
  - 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 offense 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.
  - 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



# **INTEGRITY PACT (6 Page)**

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.

- 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 cartelization in the bidding process.
- The Bidder / Contractor will not commit any offense under the relevant Anticorruption 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.
- 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 offenses outlined above or be an accessory to such offenses.

# 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 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.



# **INTEGRITY PACT (6 Page)**

## 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 Principal 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.



# **INTEGRITY PACT (6 Page)**

## Section 8 – External Independent Monitor / Monitors

- (1) The Principal appoints competent and credible External Independent Monitor for this Pact.
- # The Principal has nominated Smt. RANJANA KUMAR & Shri D. CHATTERJEE [C/o HINDUSTAN PETROLEUM CORPORATION LIMITED, Petroleum House, 17, Jamshedji Tata Road, Mumbai 400 020] as Two External Independent Monitors for the purpose of administration of 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 Contractors 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 offense under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offense 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.



# **INTEGRITY PACT (6 Page)**

#### 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.

Illbal July	
For the Principal	
ूर्वा.वी. रविकुमार	
Place प्रवधवन्सामग्री (क्रय)	
V.V. RAVIKUMAŘ	
Chief Manager-Materials (Purchase)	

MILLING I ~

1.01	the Biddel/Contractor
Witness	1:

Witness 2: .....

For the Diddon/Contractor

\*\*\* \*\*\* \*\*\*



# Attachment to HPCL-VR's RFQ No. 14000282-HD-46002

# <u>ARBITRATION CLAUSE (For Indian Vendors)</u> For Public Sector Enterprises / Government Departments

In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary"). The Arbitration & Conciliation Act, 1996) shall not be applicable to the Arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, that any party aggrieved by such award may appeal for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively. The said appeal should be filed within the period specified in the award of the Arbitrator.

#### **For Other Vendors**

- (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



# Attachment to HPCL-VR's RFQ No. 14000282-HD-46002

- 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 Visakhapatnam for all purposes. The Arbitration shall be held at Visakhapatnam and conducted in English language.
- (11) The Appointing Authority is the Director Refineries of Hindustan Petroleum Corporation Limited.

**Note:** In case of non-acceptance of the Arbitration clause, your Offer is liable for rejection

### CANCELLATION / RISK PURCHASE CLAUSE

## **Important definitions**

<u>The Owner</u> means the Hindustan Petroleum Corporation Limited, incorporated in India, having its Registered office at Petroleum House, 17, Jamshedji Tata Road, Mumbai – 400 020 and Refinery at Malkapuram, Visakhapatnam or their successors or assignees.

<u>The Vendor</u> means the person or the persons, firm or company, whose tender has been accepted by The Owner and includes the Vendor's legal heirs, representative, successor (s) and permitted assignees.

#### The Clause

The Owner reserves the right to cancel the Purchase Order or any part thereof and shall be entitled to rescind the contract, wholly or partially, in a written notice to the vendor if:

- (1) The Vendor fails to comply with the terms of this Purchase Order.
- (2) The Vendor fails to deliver the goods on time and / or replace the rejected goods promptly.
- (3) The Vendor becomes bankrupt or goes into liquidation.
- (4) The Vendor makes a general assignment for the benefit of creditors.
- (5) A receiver is appointed for any of the properties owned by the vendor.

Upon receipt of the said cancellation notice, the Vendor shall discontinue all work on the Purchase Order and matters connected with it. The Owner, in the event, will be entitled to procure the requirement in the open market and recover the excess payment over the Vendor's agreed price, if any, from the Vendor, reserving to itself the right to forfeit the security deposit, if any, made by the vendor against the contract.

The Vendor is aware that the said goods are required by the Owner for the ultimate purpose of materials production and that non delivery may cause loss of production and consequently loss of profit to the Owner. In this event of the Owner exercising the option to claim damages for non-delivery, other than by way of difference between the market price and the contract price, the Vendor shall pay to the Owner the fair compensation to be agreed upon between the Owner and the Vendor.

The provision of this clause shall not prejudice the right of the Owner from invoking the provisions of the Price Reduction clause as aforesaid.

Note: Non-acceptance of the Cancellation / Risk Purchase clause, makes your offer liable for rejection.



# VISAKH REFINERY TECHNICAL SERVICES DEPARTMENT INSPECTION DIVISION

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# STANDARD QUALITY ASSURANCE PLAN

**EQUIPMENT OR** COMPONENT

C.S. Plates conforming to IS 2062 procured from the Manufacturer directly

Stages	Type of check	Quantity	Specification / Reference / Acceptance norms	Records / Documents	Vendor	TPI	HPCL	Remarks	QAP Compliance Check
1.0 <u>Raw</u> <u>Material</u> <u>Inspection</u>	Review of Ladle analysis report	Sampling as per IS 2062 (latest edition) min 1 no. per heat	As per IS 2062 (latest edition) and other codes referenced therein and P.O.	Ladle analysis report	R	R			
2.0 <u>Finished</u> product <u>Inspection</u>	Product Analysis (Chemical)	Sampling as per IS 2062 (latest edition) (min 1 no. per heat)	As per IS 2062 (latest edition) and other codes referenced therein and P.O.	Product Analysis report	P&W	R	g		,
	Heat Treatment (if applicable)	100%	-do-	Heat	P&W	R	I .	Review	
	(			Treatment charts/reports				of charts	



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Stages	Type of check	Quantity	Specification / Reference / Acceptance norms	Records / Documents	Vendor	TPI	HPCL	Remarks	QAP Compliance Check
	Mechanical Tests-								
	- Tensile test	2 Nos. per heat	IS 2062( latest edition) and other codes referenced therein and P.O.	Test reports	P&W	R			
	-Bend test	As per IS 2062( latest edition)	-do-	-do-	P&W	R.		•	
	-Impact test (for thickness 12 mm and above)	-do-	-do-	-do-	P&W	R			



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Stages	Type of check	Quantity	Specification / Reference / Acceptance norms	Records / Documents	Vendor	TPI	HPCL	Remarks	QAP Compliance Check
<u> </u>	-Y-Groove crack ability test (for grade E 250 C plates of having thickness 12 mm or above)	2 Nos. per heat	IS 2062( latest edition) and other codes referenced therein and P.O.	Test reports	P&W	R			
	NDT-					•			
	a) Visual				,				
	- Conformance check to the	100%	-do-	Inspection reports	P&W	RW			
	ordered material specification								
	- Dimensional	100%	-do-	-do-	P&W	RW			



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Stages	Type of check	Quantity	Specification / Reference / Acceptance norms	Records / Documents	Vendor	TPI	HPCL	Remarks	QAP Compliance Check
	b) Ultrasonic Flaw detection	Min.10% area each heat	ASTM SA 435/435M and P.O	NDT reports	P&W	RW			
3.0 <u>Marking</u>	Visual	100%	IS 2062( latest edition) and other codes reference therein and P.O.	Inspection reports	P&W	R			
4.0  Documentation	Verification for completeness, compilation of	100%	IS 2062( latest edition) and other codes reference	Final reports.	P&W	Ř			
	inspection test records of TPI certified documents for		therein and P.O.						
	submission to HPCL	•							



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C.S. Plates conforming to IS 2062 procured from the Manufacturer directly

#### Notes:

- 1. Vendor shall forward the HPCL QAP to the TPI. TPI signature shall be taken on each page of HPCL QAP prior to commencement of order execution confirming TPI-acknowledgement-of-all-QAP-requirements. A copy of such acknowledgement shall be sent to HPCL for record immediately.
- 2. The following are to be followed & ensured by Vendor
  - a. All physical, chemical testings and microscopic examinations are to be carried out at NABL approved or HPCL approved
  - b. The NDT reports shall be certified and approved by minimum ASNT/ISNT Level II qualified personnel.
- c. All the reports reviewed/certified by TPI shall be submitted to HPCL in original.
- 3. Each item shall be clearly marked with TPI stamping in addition to the other information as per standards/specification.
- 4. Stage wise clearance by TPI shall be obtained at the end of every stage as specified before proceeding to the next stage. Without TPI or HPCL clearance, no hot job or repair is permitted on the finished material. (In case of repair, as permitted by ASTM standard, the procedure and extent shall be duly approved/ witnessed by TPI and accepted with necessary NDTs).
- 5. At every stage of QAP vendor shall forward relevant certificates or documents in support of the satisfactory completion of inspection activity at that stage as per QAP and shall take clearance from HPCL in writing prior to proceeding further.

-If-TPI-is involved in the inspection / review, vendor shall take stage wise clearances in writing from TPI with their signature and stamp and shall send the TPI



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clearance documents for each stage as and when completed to HPCL for their information / record / clearance before proceeding to the next stage of job.

- 6. In case the materials are manufactured exclusively for HPCL, only HPCL approved TPI Agencies shall be engaged. In other cases, TPI by HPCL approved agencies shall be done additionally. HPCL-shall-be-informed in-writing the name of the approved TPI agency engaged for the job along with the TPI inspector's name, telephone number, e-mail ID etc. prior to proceeding with the inspection jobs.
- 7. Any deviations/ specific observations recorded by TPI in their report shall be reported to HPCL soon after TPI inspection.
- 8. The material supplied by the vendors not complying with any of the QAP items or the above requirements will be liable for rejection.
- 9. The material supplied if found to be not complying with any of the QAP items or "Note" requirements will be liable for rejection.
- 10.A summary sheet stating fulfillment of all QAP items and requirements shall be prepared and sent to HPCL along with all relevant testing certificates and documents and clearance to be taken from HPCL prior to dispatch of material. Also, the vendor shall-fill up the last-column of QAP with "Done" or "Not Done" prior to dispatch of material and send the QAP copy to HPCL at the time of submission of all documents.
- 11. HPCL reserves the right to carry out inspection/ witness at any stage of QAP including after receipt and if the material found not conforming with the required-specification, it is liable for rejection.



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C.S. Plates conforming to IS 2062 procured from the Manufacturer directly

- 12. Random Witness (RW) indicates 10% Witness, subject to minimum 1 no. each heat/lot.
- 13. The following are to be ensured by the TPI involved by the vendor=
  - a. All MTCs and other testing documents shall be signed as required clearly specifying whether satisfying and acceptable or not. Simple comments like "Reviewed", "Noted", "Witnessed", etc. are not acceptable.
  - b. Any deviations/ specific observations shall be recorded in their report and the same shall be reported to HPCL.

Prepared by:

Engineer: (AVR)

Reviewed by:

Manager: (SK)

Y.SRIRAMULU Head-Inspection

Legend:

-P: PERFORM-

H: HOLD

**RW: RANDOM WITNESS** 



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Stages	Type of check	Quantity	Specification / Reference / Acceptance norms	Records / Documents	Vendor	TPI	HPCL	Remarks	QAP Compliance Check	
1.0 <u>Raw</u> Material Inspection	Review of Ladle analysis report issued by Manufacturer	Sampling as per IS 2062 (latest edition) min 1 no. per heat	As per IS 2062 (latest edition) and other codes referenced therein and P.O.	Ladle analysis report	R	R				
 2.0 Finished product Inspection	Product Analysis (Chemical)	Sampling as per IS 2062 (latest edition) (min 1 no. per heat)	As per IS 2062 (latest edition) and other codes referenced therein and P.O.	Product Analysis report	P&W	R				
	Heat Treatment (if applicable)	100%	-do-	Heat Treatment	P&W	R		Review of charts	-	
				charts/reports						



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	Stages	Type of check	Quantity	Specification / Reference / Acceptance norms	Records / Documents	Vendor	TPI	HPCL	Remarks	QAP Compliance Check
_		Mechanical Tests-		-						
		- Tensile test	2 Nos. per heat	IS 2062( latest edition) and other codes referenced therein and P.O.	Test reports	P&W	R			
		-Bend test	As per IS 2062( latest edition)	-do-	-do-	P&W	R			
		-Impact test (for thickness 12 mm and	-do-	-do-	-do-	P&W	R			
		above)								



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	Stages	Type of check	Quantity	Specification / Reference / Acceptance norms	Records / Documents	Vendor	TPI	HPCL	Remarks	QAP Compliance Check	
		-Y-Groove crack ability test (for grade E 250 C plates of having thickness 12 mm or above)	2 Nos. per heat	IS 2062( latest edition) and other codes referenced therein and P.O.	Test reports	P&W	R				
		NDT-									
	·	a) Visual									
		- Conformance check to the ordered material	100%	-do-	Inspection reports	P&W	RW				
		specification						·			
_		- Dimensional inspection	_100%	do-	do	P&W	-RW-				



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Stages	Type of check	Quantity	Specification / Reference / Acceptance norms	Records / Documents	Vendor	TPI	HPCL	Remarks	QAP Compliance Check	
	b) Ultrasonic Flaw detection (for thickness 12 mm or above)	Min.10% area per/heat per lot	ASTM SA 435/435M and P.O	NDT reports	P&W	RW				
3.0 Marking	Visual	100%	IS 2062( latest edition) and other codes reference therein and P.O.	Inspection reports	P&W	R				
4.0 Documentation	Verification for completeness, compilation of inspection test records of TPI certified	100%	IS 2062( latest edition) and other codes reference therein and P.O.	Final reports.	P&W	R				
	documents for submission to HPCL		·							



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C.S. Plates conforming to IS 2062 procured from Trader

#### Notes:

- 1. Vendor shall forward the HPCL QAP to the TPI. TPI signature shall be taken on each page of HPCL QAP prior to commencement of order execution confirming TPI acknowledgement of all QAP requirements. A copy of such acknowledgement shall be sent to HPCL for record immediately.
- 2. The following are to be followed & ensured by Vendor
  - a. All physical, chemical testings and microscopic examinations are to be carried out at NABL approved or HPCL approved
  - b. The NDT reports shall be certified and approved by minimum ASNT/ISNT Level II qualified personnel.
  - c. All the reports reviewed/certified by TPI shall be submitted to HPCL in original.
- 3. Each item shall be clearly marked with TPI stamping in addition to the other information as per standards/specification.
- 4. Stage wise clearance by TPI shall be obtained at the end of every stage as specified before proceeding to the next stage. Without TPI or HPCL clearance, no hot job or repair is permitted on the finished material. (In case of repair, as permitted by ASTM standard, the procedure and extent shall be duly approved/ witnessed by TPI and accepted with necessary NDTs).
- 5. At every stage of QAP vendor shall forward relevant certificates or documents in support of the satisfactory completion of inspection activity at that stage as per QAP and shall take clearance from HPCL in writing prior to proceeding further.

If TPI is involved in the inspection / review, vendor shall take stage wise clearances in writing from TPI with their signature and stamp and shall send the TPI



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clearance documents for each stage as and when completed to HPCL for their information / record / clearance before proceeding to the next stage of job.

- 6. In case the materials are manufactured exclusively for HPCL, only HPCL approved TPI Agencies shall be engaged. In other cases, TPI by HPCL approved agencies shall be done additionally. HPCL shall be informed in writing the name of the approved TPI agency engaged for the job along with the TPI inspector's name, telephone number, e-mail ID etc. prior to proceeding with the inspection jobs.
- 7. Any deviations/ specific observations recorded by TPI in their report shall be reported to HPCL soon after TPI inspection.
- 8. The material supplied by the vendors not complying with any of the QAP items or the above requirements will be liable for rejection.
- 9. The material supplied if found to be not complying with any of the QAP items or "Note" requirements will be liable for rejection.
- 10.A summary sheet stating fulfillment of all QAP items and requirements shall be prepared and sent to HPCL along with all relevant testing certificates and documents and clearance to be taken from HPCL prior to dispatch of material. Also, the vendor shall fill up the last column of QAP with "Done" or "Not Done" prior to dispatch of material and send the QAP copy to HPCL at the time of submission of all documents.
- 11. HPCL reserves the right to carry out inspection/ witness at any stage of QAP including after receipt and if the material found not conforming with the required specification, it is liable for rejection.



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- 12. Random Witness (RW) indicates 10% Witness, subject to minimum 1 no. each heat/lot.
- 13. The following are to be ensured by the TPI involved by the vendor
  - a. All MTCs and other testing documents shall be signed as required clearly specifying whether satisfying and acceptable or not. Simple comments like "Reviewed", "Noted", "Witnessed", etc. are not acceptable.
  - b. Any deviations/ specific observations shall be recorded in their report and the same shall be reported to HPCL.

Prepared by:

Engineer: (BD)

Reviewed by:

Manager: (SK)

Approved by:

R. P. BHAN

Head-Inspection

Legend:

P: PERFORM

W: WITNESS

R: REVIEW

H: HOLD

**RW: RANDOM WITNESS** 



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#### TECHNICAL ADVISORY

#### STANDARD QUALITY ASSURANCE PLAN

**EQUIPMENT OR** COMPONENT

C.S. Plates conforming to A-537-class-1 for usage in storage tanks and procured from the Manufacturer directly

Stages	Type of check	Quantity	Specification / Reference / Acceptance norms	Records / Document s	Manufacturer	TPI	HPCL	Remark	QAP Compliance Check
1.0 Review of Raw Material Certificates	Heat Analysis	Sampling as per A -537 and A-20 (latest editions)	i) As per A-537 and A-20 (latest editions).	Heat analysis report	P&W	R	-		
			ii) Any additional norms if given in P.O.						
2.0 Finished product Inspection	(i)Co-relation of certificate with the heat-markings on the plate	100% by manufacturer 20% by TPIA	As per A-537 and A-20 (latest editions).	Inspectio n Report	P&W	RW			
						r.		***************************************	



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#### TECHNICAL ADVISORY

#### STANDARD QUALITY ASSURANCE PLAN

**EQUIPMENT OR** COMPONENT

C.S. Plates conforming to A-537-class-1 for usage in storage tanks and procured from the Manufacturer directly

	Stages	Type of check	Quantity	Specification / Reference / Acceptance norms	Records / Document s	Manufacturer	TPI	HPCL	Remark	QAP Compliance Check	
	,	ii) Review of Heat	100%	As per A-537 and A-20	Heat	P&W	R	-			
		Treatment		(latest editions).	Treatme nt						
				ii)Any additional norms if given in P.O.	charts/re ports						
		iii) Review of Mechanical Test reportsTensile strength -Yield strength -% age elongation -Bend test	Sampling for each mechanical test as per A-537 and A-20 (latest editions)	As per A-537 and A-20 (latest editions).  ii)Any additional norms if given in P.O.	Test reports	P&W	R	-			
		-Charpy V-notch impact test		·		·					!
+		iv) Ultrasonic	Not applicable	A-435 and additional	-Inspectio-	P&W	R	- <b>-</b>			<del></del>
_	,	Examination (for	for thickness	norms if any given in	n reports	•					
		plates 12 mm and above)	below 12 mm.	P.O							



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#### STANDARD QUALITY ASSURANCE PLAN

EQUIPMENT OR COMPONENT

C.S. Plates conforming to A-537-class-1 for usage in storage tanks and procured from the Manufacturer directly

Stages	Type of check	Quantity	Specification / Reference / Acceptance norms	Records / Document	Manufacturer	TPI	HPCL	Remark	QAP Compliance Check	
 		20% for								<del> </del>
		thickness								
		12mm-less								
		than 38mm								
		100% for								
		thickness 38								
		mm and above	-							
	v) Visual inspection	10%	As per A-537 and A-20 (latest editions).	Inspectio n reports	P&W	RW	_			
	-Inspection of		,	•		İ				
	condition of		ii) Any additional norms if							
	surface and edges		given in P.O.							
· · · · · · · · · · · · · · · · · · ·	- Dimensional inspection							-		!



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#### STANDARD QUALITY ASSURANCE PLAN

**EQUIPMENT OR** COMPONENT

C.S. Plates conforming to A-537-class-1 for usage in storage tanks and procured from the Manufacturer directly

Stages	Type of check	Quantity	Specification / Reference / Acceptance norms	Records / Document	Manufacturer	TPI	HPCL	Remark	QAP Compliance Check
3.0 Marking	Check for presence	100% by	As per A-537 and A-20	Inspectio	P&W	RW	_		
	of markings on the plates as per ASTM	manufacturer	(latest editions).	n reports					
	code	10% by TPIA	ii)Any additional norms if given in P.O						
4.0  Documentation	Verification for completeness, compilation of inspection test records of TPI certified documents for submission to HPCL	100%	As per A-537 and A-20 (latest editions).  ii)Any additional norms if given in P.O.	Final reports.	P&W	R	-		

#### Notes:

<sup>1.</sup> Vendor shall forward the HPCL QAP to the TPI. TPI signature shall be taken on each page of HPCL QAP prior to commencement of order execution -confirming\_TPI-acknowledgement-of-all-QAP-requirements.-A-copy-of-such-acknowledgement-shall-be-sent-to-HPCL-for-record-immediately.-



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#### TECHNICAL ADVISORY

#### STANDARD QUALITY ASSURANCE PLAN

**EQUIPMENT OR COMPONENT** 

C.S. Plates conforming to A-537-class-1 for usage in storage tanks and procured from the Manufacturer directly

Prepared by-

Saket Kalikar Sr Manager Inspection

Approved by-

R P Bhan DGM-Inspection

Legend:

P: PERFORM

W: WITNESS

R: REVIEW

H: HOLD

**RW: RANDOM WITNESS** 

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#### VISAKH REFINERY TECHNICAL SERVICES DEPARTMENT INSPECTION DIVISION

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#### TECHNICAL ADVISORY

#### STANDARD QUALITY ASSURANCE PLAN

**EQUIPMENT OR** COMPONENT

C.S. Plates conforming to A-537-class-1, for usage in storage tanks and procured from trader

Stages	Type of check	Quantity -	Specification / Reference / Acceptance norms	Records / Document s	Vendor	TPI	HPCL	Remarks	QAP Compliance Check	
-1.0-Review-of	-Review-of-	-All-relevant-								- -
MTCs	manufacturer's	MTCs	i) As per A-537	MTCs	R	R	-			
	following test		and A-20	-					1	
	certificates		(latest editions).						,	-
	i)Heat Analysis /			* ' .						
	Product Analysis report		ii) Any additional						.2	
	ii)Mechanical test	ĺ	norms if given in P.O.							
	reports		iii)							
	iii) Heat-treatment				<i>*</i>					
	report				/					
	iv) Ultrasonic			/					, .	
	Examination (if carried					•	l ·			
	out) report							:		
					<u> </u>				,	
2.0 Finished	i)Co-relation of	100%	As per A-537 and A-20	Inspection	P&W	W	-			
product	certificate with the		(latest editions).	Report	,					
Inspection	heat-markings on the						(107007)			†
	_plate								<del></del>	_ _



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#### TECHNICAL ADVISORY

#### STANDARD QUALITY ASSURANCE PLAN

<b>EQUIPMENT</b>	OR
COMPONEN	T

C.S. Plates conforming to A-537-class-1 for usage in storage tanks and procured from trader

Stages	Type of check	Quantity	Specification / Reference / Acceptance norms	Records / Document	Vendor	TPI	HPCL	Remarks	QAP Compliance Check
	ii)Product Analysis	Sampling as per A-537 and A-20 (latest editions)	i)As per A-537 and A-20 (latest editions). ii)Any additional norms if given in P.O.	Product Analysis report	P&W	R	-		
	iii) Mechanical TestsTensile strength -Yield strength -% age elongation -Bend test -Charpy V-notch impact test	Sampling for each mechanical test as per A-537 and A-20 (latest editions)	As per A-537 and A-20 (latest editions).  ii)Any additional norms if given in P.O.	Test reports	P&W	R	-		



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#### TECHNICAL ADVISORY

#### STANDARD QUALITY ASSURANCE PLAN

**EQUIPMENT OR COMPONENT** 

C.S. Plates conforming to A-537-class-1 for usage in storage tanks and procured from trader

	Stages	Type of check	Quantity	Specification / Reference / Acceptance	Records / Document	Vendor	TPI	HPCL	Remarks	QAP Compliance	
				norms	S	*				Check	
		-iv)-Ultrasonic Examination (for plates 12 mm and above)	Not applicable for thickness below 12 mm.	A-435-and-additional norms if any given in P.O	-Inspection- reports	—P&W—	—W—				
	·		20% for thickness 12mm-less than 38mm								
			100% for thickness 38 mm and				·····				
_	,		above								
		v) Visual inspection	20%	As per A-537 and A-20	Inspection	P&W	RW				
_		Inspectionof_		(latest editions).	reports						
		condition of surface		ii) Any additional norms							



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#### TECHNICAL ADVISORY

#### STANDARD QUALITY ASSURANCE PLAN

**EQUIPMENT OR** COMPONENT

C.S. Plates conforming to A-537-class-1 for usage in storage tanks and

procured from trader

Stages	Type of check	Quantity	Specification / Reference / Acceptance norms	Records / Document	Vendor	TPI	HPCL	Remarks	QAP Compliance Check
	and-edges-		if given in P.O.						
	-Dimensional inspection				,				
3.0 Documentation	Verification for completeness, compilation of inspection test records of TPI certified documents for submission to HPCL	100%	As per A-537 and A-20 (latest editions).  ii)Any additional norms if given in P.O.	Final reports.	P&W	R			

#### Notes:

- 1. Vendor shall forward the HPCL QAP to the TPI. TPI signature shall be taken on each page of HPCL QAP prior to commencement of order execution confirming TPI acknowledgement of all QAP requirements...
- 2. The following are to be followed & ensured by Vendor-



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#### TECHNICAL ADVISORY

#### STANDARD QUALITY ASSURANCE PLAN

<b>EQUIPMENT</b>	OR
COMPONEN	T

C.S. Plates conforming to A-537-class-1 for usage in storage tanks and procured from trader

- a. All physical, chemical testings and microscopic examinations are to be carried out at NABL approved or HPCL approved lab.
- b. The NDT reports shall be certified and approved by minimum ASNT/ISNT Level II qualified personnel.
- c. All the lab test reports reviewed/certified by TPI shall be submitted to HPCL in original.
- 2. Each item shall be clearly marked with TPI stamping in addition to the other information as per standards/specification.
- 4. Stage wise clearance by TPI shall be obtained at the end of every stage as specified before proceeding to the next stage. Without TPI or HPCL clearance, no hot job or repair is permitted on the finished material. (In case of repair, as permitted by ASTM standard, the procedure and extent shall be duly approved/witnessed by TPI and accepted with necessary NDTs).
- 5. At every stage of QAP vendor shall forward relevant certificates or documents in support of the satisfactory completion of inspection activity at that stage as per QAP and shall take clearance from HPCL in writing prior to proceeding further.

If TPI is involved in the inspection / review, vendor shall take stage wise clearances in writing from TPI with their signature and stamp and shall send the TPI clearance documents for each stage as and when completed to HPCL for their information / record / clearance before proceeding to the next stage of job.



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#### TECHNICAL ADVISORY

#### STANDARD QUALITY ASSURANCE PLAN

<b>EQUIPMENT</b>	OR
COMPONEN	T

C.S. Plates conforming to A-537-class-1 for usage in storage tanks and procured from trader

- 6. In case the materials are manufactured exclusively for HPCL, only HPCL approved TPI Agencies shall be engaged. In other cases, TPI by HPCL approved agencies shall be done additionally. HPCL shall be informed in writing the name of the approved TPI agency engaged for the job along with the TPI inspector's name, telephone number, e-mail ID etc. prior to proceeding with the inspection jobs.
- 7. Any deviations/ specific observations recorded by TPI in their report shall be reported to HPCL soon after TPI inspection.
- 8. The material supplied by the vendors not complying with any of the QAP items or the above requirements will be liable for rejection.
- 9.A summary sheet stating fulfillment of all QAP items and requirements shall be prepared and sent to HPCL along with all relevant testing certificates and documents and clearance to be taken from HPCL prior to dispatch of material. Also, the vendor shall fill up the last column of QAP with "Done" or "Not Done" prior to dispatch of material and send the QAP copy to HPCL at the time of submission of all documents.
- 10. HPCL reserves the right to carry out inspection/ witness at any stage of QAP including after receipt and if the material found not conforming with the required specification, it is liable for rejection.
- 11. Random Witness (RW) indicates 10% or 20% Witness as specified, subject to minimum 1 no. each heat/lot.
- -1-2. The following are to be ensured by the TPI-involved by the vendor



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#### TECHNICAL ADVISORY

#### STANDARD QUALITY ASSURANCE PLAN

EQUIPMENT OR COMPONENT

C.S. Plates conforming to A-537-class-1 for usage in storage tanks and procured from trader

a. All MTCs and other testing documents shall be signed by TPIA.

b. Any deviations/ specific observations shall be recorded in their report and the same shall be reported to HPCL.

Nay

Prepared by-

Saket Kalikar

Sr. Manager Inspection

Approved by-

R P Bhan

DGM-Inspection

Legend:

P: PERFORM

W: WITNESS

B. BEVIEW

H: HOLD

**RW: RANDOM WITNESS** 



# VISAKH REFINERY

# INSPECTION ADVISORY **INSPECTION DIVISION** ON APPROVED THIRD PARTY AGENCIES (TPI) Advisory no.: TSD/INSP/GEN/10 INSPECTION

Rev. 1

TECHNICAL SERVICES
DEPARTMENT
Date of issue: 26.04.2013
Date of first issue: 19.12.2011

# 1.0 OBJECTIVE

To advise the approved Third Party Inspection (TPI) agencies by Inspection Division.

## 2.0 SCOPE

bought out/fabricated items at vendors' sites. To list out the approved Third Party Inspection (TPI) agencies for the purpose of inspection of

approved TPI agencies to the vendors while floating the tenders This advisory is specified to enable Materials/Maintenance Depts. ರ advise the list of

# 3.0 INTRODUCTION

The services of the Third Party Inspection (TPI) agencies are utilised for the following

- a Inspection of the bought out/fabricated items at various stages at the vendor's site HPCL's QAP. per
- 9 Review of various quality documents pertaining to bought out/fabricated items HPCL's QAP at the vendor's site. a per.

# 4.0 APPROVED THIRD PARTY INSPECTION AGENCIES (TPI

The following TPI agencies are approved by HPCL:

- 1. American Bureau of Shipping (ABS)
- 2. Bureau Veritas (BVIS)
- 3. Certification Engineers International Ltd. (CEIL)
- 4. Det Norske Veritas (DNV)
- 5. Indian Register of Shipping (IRS
- 6. Lloyd's Register Inspection Services (LRIS)
- 7. Quality Evaluation & Systems Team Pvt. Ltd. (QUEST)
- 8. Societe Generale de Surveillance (SGS)
- 9. Tata Projects Ltd. (TPL)
- 10. TUV Sud South Asia (Affiliated to TUV Sud, Germany)
- 11. TUV India Pvt. Ltd. (Affiliated to TUV Nord, Germany)
- 12. Projects Development India Ltd. (PDIL)

# 5.0 RESPONSIBILITIES

# 5.1 Executing Department (Materials/Maintenance)

Executing Dept. shall forward the details of vendor's TPI to HPCL-Inspection, subsequent to placement of P.O.



# VISAKH REFINERY

# INSPECTION ADVISORY ON APPROVED THIRD PARTY INSPECTION AGENCIES (TPI)

TECHNICAL SERVICES
DEPARTMENT

Advisory no.: TSD/INSP/GEN/10
Rev. 1
Date of first issue: 26.04.2013
Date of first issue: 19.12.2011

<u>5</u> Executing Dept. shall advise the vendors to adhere to the approved TPI agencies only, for inspection of bought out items/fabricated items at the vendor's site as per QAP.

# 6.0 OTHERS

carried out by HPCL-Inspection on periodical basis. Review of performance, competency and credentials of the approved TPI agencies will be

Inspection reserves the right to cancel the TPI Agency from the approved list. Incase, the performance of the approved TPI agency is not found satisfactory, HPCL-

when required. This Advisory will be valid till the Head | Inspection Division issues the next revision n as and

Prepared by

filewed by

Approved by

M.P.Prashauth Engr. - Inspection

NI.V.N.S.S.Sastry

Sr.Mgr. - Inspection

R.P.Bhan

DGM - Inspection

#### Tips for successful bid submission in the HPCL e-Procurement platform

As you are aware, HPCL has rolled out an improved e-Procurement portal for floating of tenders and receiving bids. The new application is simpler and more users friendly compared to the previous system. Further it is designed to ensure security and confidentiality of your bids till the tender opening and provide transparency after bid opening. However, it has been observed in few instances that vendors tend to submit their bid only in the last hour even when they are submitting bid on this platform for the first time and for some reasons are not able to submit their bids within due time. The following document is prepared based on such vendor experiences, so that you can avoid such pitfalls and successfully submit bid in the new system:

- Please note that in the current system you are NOT required to download the tender, take a print of the same followed by physically signing on all pages of the tender. You are also not required to scan the signed tender document and upload the same. Simply generate the technical bid pdf / priced bid pdf, digitally sign, encrypt and upload same for bid submission.
- 2. Please start the process of bid preparation well in advance and do not wait for the last moment to get DC validated/prepare the technical bid and priced bid. In the current system the process mimics the manual bidding procedure. You have to enter all the necessary technical responses in the form provided (i.e., upload necessary pdf documents like vendor declaration form and answer the questions). You also have to enter the rates for various items followed by taxes and preferably save the work in your local machine(Tab-"Work without attaching doc"). Please note that during this process we are not capturing any data entered by you in the server.
- 3. You get to <u>save work</u> only if you work in the tab "<u>Work without attaching docs</u>" and you <u>only generate the bid documents</u> in tab "<u>Attach doc and generate envelope</u>". You will <u>not</u> be able to generate the bid from tab "<u>Work w/o attaching doc</u>". <u>Only after you submit the digitally signed document, the same is stored in the server in encrypted format</u>. The main points are:
  - a. You can go to the forms any number of times and generate any number of Technical bid pdf and priced bid pdf before you finally submit the same – (however system will allow only for uploading the latest generated document).
  - b. You may generate both the documents, digitally sign and keep it ready, in case you want to submit the same only on last day. However, it is recommended, not to wait till the last day as traffic congestion, unforeseen connectivity issue or other aspects may adversely affect your bid submission chances.
  - c. If you have already submitted a bid and you do not want to submit a modified bid, you also have the option to withdraw the submitted bid. You may select tender from home screen and go to "Prepare tender">>"Regret" for same.
- 4. Please note that the larger your bid size, the lesser are the chances of successful bid submission in the system. This is not for the fact that server cannot receive big files, but the fact that traffic congestion, connectivity speed, type of connection and other aspects adversely affect the time taken for upload of large files. So it may happen

that the session times out before the entire upload is completed (<u>The current session</u> <u>out time is 30 minutes</u>). The main points are:

- a. Please keep the size of the bid document within 40-45 MB (max). To keep the size of the bid document low, you must scan all the documents in low resolution, preferably 150-200 dpi wherein the data should be legible. Further please scan in grayscale and not color to reduce file size. For large drawings, please scan the same in jpeg format and later covert same to pdf to reduce size of pdf document.
- b. Whenever there is a requirement to upload supporting documents like old PO copies, or credential document, please focus on the main requirement. If the PO copies are meant to arrive at value of jobs executed, you may scan only the first page(where name of client is given) and last page of the PO(where value of PO) is mentioned. This way you can avoid unnecessarily inflating the size of bid document.
- c. PI ensure to upload all such supporting documents in your bid which can have a financial implication while arriving at the net delivered cost as such documents cannot be received at the technical evaluation stage.
- 5. In case of any doubt regarding the tender, you may raise queries to clarify the same before due date. Please remember that for every tender, the query start date and query end date is specified in the first page of the tender document. You cannot raise any query after the query end date is over, so it makes sense to start the bid preparation process early.
- 6. And finally, if you have any issue during the bid preparation process, pl get in touch with e-procurement helpdesk at <u>022-42100111</u> and seek help. However, you must seek help at least two to three days (min) in advance so that if there is really any issue, we have time to remedy the same. You will realize that, helpdesk can do very little if you are calling up helpdesk on the last day/last hour.

#### Supplementary section on saving work

As with any application, the e-procurement application also has multiple options to generate the bid documents based on requirement of vendors. The two broad classification to generate bid document, be it "Pre-qualification bid" or "Technical/Priced bid" are as follows:

- 1. Low value tender having 20-50 items and limited uploads/questions- Most of the tenders floated by locations are of this nature. Since the No of items where rate is to be entered is very limited and there are not too many questions, vendors can directly click on "Prepare tender">> "Generate Technical/Priced bid" >> "Attach document and generate envelope", enter the item rates, upload documents etc and directly click on "Generate technical bid", followed by "Generate Priced bid". However, there is no option to save the work. So if the vendor wishes to resubmit the bid with modified rates, they have to enter rates for all items again and similarly enter all other responses again. While this method is very fast for generation of bids, it requires full efforts in redoing same if need arises.
- 2. Moderate to high value tender having more than 50 items and other uploads Though the number of such tenders is lesser, these are more crucial in nature for obvious reasons. For such tenders, the first method of generating bid can be very risky as there is no option to save interim work. Further, the session

**out time** for application is **30 minutes**, which means if you do not click on "generate bid" button within **30 minutes** of landing in the page the work can get lost. The correct method is as follows:

- a. Click on "Prepare tender" >> "Generate Technical/Priced bid" >> "Work without attaching document". Here you must enter the rates, enter responses to question etc, except for uploading the documents. Once you have made adequate entries and nearing 20 minutes, please click on the tab "Save work on local computer", show the path as "Desktop" or "My document" etc and save your work". An xml file containing your data will get saved in your computer.
- b. Now click on "Upload values from local computer" and show path of saved document. The rates and responses will get filled up till the previous work done and you can fill up rates of balance items from that point. Save your work when you are approaching 20 minutes. You can do this as many times required. The main advantage is that your work is always saved and available for use.
- c. Once you are through with all the rates and responses, you may click on the tab "Generate Technical and Priced bid envelope">> "Attach doc and generate envelope". Now click on the tab at the bottom of screen "Update value from local computer". You will see that all the item rates and responses have got populated against appropriate section. Now you may show path of documents to be uploaded if any.
- d. Once you find that all rates are entered, responses are filled up and documents are uploaded, you may click on "Generate technical bid envelope" followed by "Generate Priced bid envelope". You will get an option to save document, which can be saved in "desktop" or My documents".
- e. Please note that in case you want to modify some value in your bid document simply click on "Update value from local computer" and show path of xml file. The values will be filled up on screen and will be available for editing. You may make necessary changes and then again "Generate technical bid envelope" followed by "Generate Priced bid envelope".
- f. Please remember to upload only the latest generated xml file.
- 3. The final step requires you to check the pdf document for correctness. If found Ok, it is required to be digitally signed. The digitally signed document is then required to be encrypted by using the "Bid encryption utility", hosted in "utility" tab. This encrypted document shall be submitted by you.
- 4. Please ensure that you are uploading only the latest generated "Technical bid envelope" and "Priced bid envelope", after digitally signing and encrypting the same.
- 5. It is recommended that you use the "Signing cum encryption utility" for signing and encrypting the document in one step. Alternately you may install and use "Jsignpdf", which is license free signing utility only for signing.
- 6. It is also recommended that you check the hash of the document and match it with the hash value given on the screen prior to uploading of bid document. Please refer "Manual for checking hash before and after signing".

#### MODALITY OF BID SUBMISSION

#### SUBMISSION OF TENDER FEE & EMD DETAILS IN EPROC SITE:

Bidder shall follow the following steps to furnish the submitted (by post) EMD & Tender Fee details in eProc site:

1. Click on Payment tab as shown below:



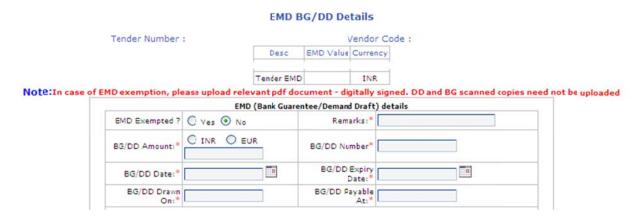
2. Choose EMD Details radio button and click on Proceed as shown below:



<u>IMPORTANT</u>: DO <u>NOT</u> CLICK ON TENDER FEE AS THIS SECTION IS PRESENTLY NOT ENABLED IN THE EPROC SYSTEM.

3. Fill in the details of BOTH TENDER FEE & EMD in the text boxes BG/DD Amount BG/DD Number (provide both DD & BG numbers in case BG is taken for EMD or both DD numbers), Remarks (mention DD/BG for EMD & DD for tender fee and provide respective dates & expiry dates, respective bank details), BG/DD date of EMD, BG/DD expiry date of EMD, BG/DD drawn on for EMD & BG/DD payable at for EMD. All DDs drawn should be payable at Visakhapatnam only.

#### MODALITY OF BID SUBMISSION



4. In case Tender Fee & EMD is exempted then exemption details should be mentioned in the Remarks text box and relevant documentation should be uploaded as follows:



#### PART-I: PRE-QUALIFICATION BID (IN EPROC SYSTEM)

All the required documents pertaining to Pre-Qualification Criteria as required in this tender should be submitted online in the eProc system.

#### PART-II: UN-PRICED TECHNO-COMMERCIAL BID (IN EPROC SYSTEM)

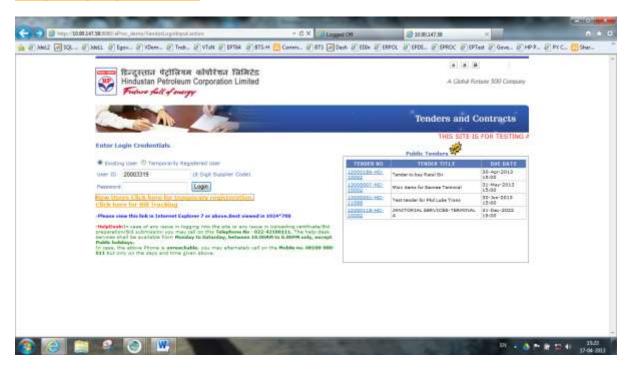
#### PART-III: PRICED BID (IN EPROC SYSTEM)

#### **IMPORTANT**:

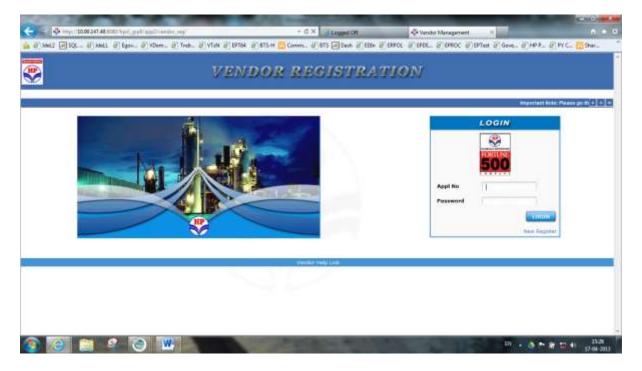
- (1) HPCL shall not be responsible for any postal delays or non-receipt of Tender Fees & EMD by tender due date and time, reasons whatsoever.
- (2) Offer received without requisite Tender Fees & EMD as explained above or Tender Fee & EMD without requisite validity as required in tender shall be liable for rejection.

#### Temporary Vendor registration manual

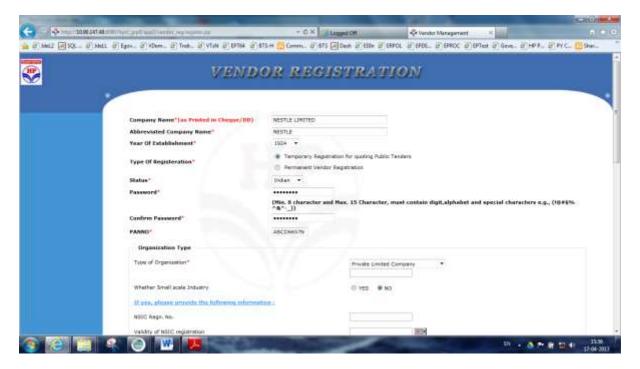
Please login to the site <a href="https://etender.hpcl.co.in">https://etender.hpcl.co.in</a> and click on the link <a href="New Users Click here for temporary registeration">New Users Click here for temporary registeration</a>.



Now you will be taken to the Vendor registration page. Pl click on "New register".



Now a form will appear which has to be filled up and submitted.



Next a confirmation message will be displayed on screen and a auto email will be triggered to the mail Id provided above.

Open the mail and click on the confirmation link. Once a link has been made with our server, the password entered will get activated.

Now you can login to the site <a href="https://etender.hpcl.co.in">https://etender.hpcl.co.in</a> and click on "Temporary registered user". Thereafter, please enter your registered email Id and password as created by you to access the eproc site and submit bids.

#### (SPECIMEN

#### BANK GUARANTEE FOR PERFORMANCE OF THE OBLIGATIONS OF SUPPLIER / CONTRACTOR

(on non-judicial stamp paper of appropriate value)

To,

Hindustan Petroleum Corporation Ltd.,
(Address as applicable)

(Address as applicable)
IN CONSIDERATION OF THE HINDUSTAN PETROLEUM CORPORATION-LTD. a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay - 400 020 (hereinafter called "the Corporation" which expression shall include its successors and assigns) having awarded to M/s
firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter referred to as "the
Supplier" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Corporation's" Order No.  dated and the General purchase
conditions of "the Corporation" and upon the condition of "supplier's" furnishing security for the performance of "the Supplier's" obligations and/or discharge of "the supplier's" liability under and/or in connection with the said supply contract upto a sum of
(Rupees) amounting to 10% (ten percent) of the total contract value.
We,
notice of demand made by "the Corporation" to the Bank with reference to this Guarantee upto and aggregate limit of

Bank" hereby agrees with "the Corporation" that:

- This Guarantee/Undertaking shall be a continuing Guarantee / Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Supplier" arising upto and until midnight of
- 2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the Supplier's obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.
- "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Supplier's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the supplier" of the said supply contract or to grant time and/or indulgence to "the Supplier" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the supplier" under the said supply contract and/or the remedies of "the Corporation" under any other security (ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the supplier" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".
- 4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the supplier" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Corporation" in terms hereof.
- 5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anywise affected or suspended by reason of any dispute having been raised by "the suppliers" (whether or not pending before any arbitrator, officer, tribunal or court)

or any denial of liability by "the supplier" or any other order of communication whatsoever by "the supplier" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.

- 6. The amount stated in any notice of demand addressed by "the Corporation" to "the Bank" as liable to be paid to "the Corporation" by "the supplier" or as suffered or incurred by "the Corporation" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Corporation" be conclusive of the amount so liable to be paid to "the Corporation" or suffered or incurred by "the Corporation", as the case may be, and payable by "the Bank" to "the Corporation", in terms hereof.
- 7. Not withstanding anything contained herein above :
- i) Our liability under this guarantee shall not exceed  $\P$ .....
- ii) This Bank Guarantee shall be valid upto and including .....; and
- iii) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # before the expiry of 30 days from the date of expiry of this guarantee.
- 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 supplier" and "the Bank" in this regard.

IN	WITNE	SS	Where	of		<u> </u>	Bank,	has	executed	this
doci	ıment	at			 on			199	9.	

Bank

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





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Pre Qualification Criteria								
SI.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd				
1	Documentary Evidence (As per clause 1.3.1 of PQC)		-	Mandatory				
2	Annual Reports (As per clause 1.2.1 of PQC)		-	Mandatory				

#### Tender No.: 14000282-HD-46002



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	Unpriced Bid									
SI.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd						
1	covering letter ( As per clause 1.1.3.1 of Tender document)		-	Mandatory						
2	Integrity pact (Duly signed and stamped on all pages) ( as per clause 1.1.3.2 of Tender document)		-	Mandatory						
3	Declaration ( As per clause 1.1.3.3 of the Tender document)		-	Mandatory						





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	Integrity Pact								
SI.No.	Description	HPCL File	HPCL Value	Supporting Doc. Req'd					
1	Integrity Pact	integritypact.pdf	-	No					

Integrity Pact is attached separately.