

RFP No. ARB/22-23/001	Hindustan Petroleum Corporation Limited	
	Supply & Installation of DEF Bulk Dispenser & DEF at all HPCL Retail Outlets & Other Sales Locations Of HPCL on ARB Module with 2 years warranty and 3 years CAMC On BOOT {Built Own Operate & Transfer} Basis.	

PRE –QUALIFICATION CRITERIA

ANNEXURE - I

Tenderers who fulfill the following Minimum Qualifying Requirement may submit their offer against above tender with following supporting documents:

PQC	Applicable for Vendors
	<p>1. Financial Tenderer’s average annual turnover during last three years ending 31st March of the previous financial year i.e. 2019-20 , 2020-21 & 2021-22 should be Rs. 100 Crore.</p> <p>In case where audited results for the last financial year i.e. 31st March, 2022, as on the date of submission of the tender is not available, bidders shall submit the audited results of three consecutive financial years preceding the last financial year, i.e. 2018-19, 2019-20 & 2020-21 and a Certificate signed by CEO/ CFO/ Partner/ Proprietor of the Bidder shall be submitted stating that the financial results of the last financial year of the Company / firm are under audit as on the date of submission of the bid.</p> <p>a) For evaluation of turnover, please submit the following document for the financial years: i) Audited Profit and Loss account b) Average turnover shall be determined by summing up the annual turnover of each financial year and dividing the sum by three. In the event a bidder does not have any turnover in any one or two of the years of the stated Financial years, the turnover for that/those years shall be taken as zero and the average turnover shall be calculated to determine the conformity to the turnover criteria.</p>
<p>2. Technical (Proof of Experience and ‘Similar works as stated below) The applicant should have the experience of having manufactured and sold minimum 20,000KL (of the quantity quoted for Similar Works) in the last 7 years ending 31.12.2022</p> <p>Proof of Experience for supplies of DEF Bulk Supplies: Documents to be submitted to validate Proof of Technical Experience as above can be any of the following: i) Notarized Copy of Purchase Orders: The date of Purchase Orders shall fall within the period of 7 years ending 31.12.2022. Evidence in the form of invoices for commencement of supplies made against such PO/POs, on or before the publishing date of the tender, will be made available by the bidder. ii) Notarized Certificate from end customer stating that the supplies have been completed satisfactorily. The Certificate from end user may be against one PO or multiple POs from the same end customer for the period of 7 years ending 31.12.2022. iii) Certificate from the Statutory Auditor or Cost Auditor of the Company (in the case of companies) or from a practicing cost accountant or practicing Chartered Accountant (in respect of suppliers other than companies) for having completed manufacturing in the last 7 years ending 31.12.2022.</p> <p>Similar Work: For the purpose of this tender, experience of Manufacturing and supplying of Diesel Exhaust Fluid (DEF) conforming to ISO 22241: 2006 and / or IS:17042: 2018 will be considered as similar works.</p>	YES

<p>3. Bidder should have their own laboratory to conduct all the tests given in Attachment I on DEF as on the 31.12.2022. Cost of testing HP DEF shall be borne by the Bidder. The testing equipment to conduct all the tests given in Attachment I should be owned by the bidder. Bidder should submit a affidavit to the effect that equipment required for test mentioned in Attachment I are available with them.</p>	<p>YES</p>
<p>4. The bidder should be an approved and certified AdBlue® licensee by VDA (Verband der Automobile industries) Germany and the bidder should also be a BIS Licenses Holder. Valid copy of VDA License & BIS-License issued in the name of the Bidder to be submitted by the bidder. All cost of licensing to be borne by the bidder. The bidder should ensure validity of their VDA license till the date of completion of the contract period.</p>	<p>YES</p>
<p>5. The bidder should have DEF monthly manufacturing capacity of 2500 KL per month (From single or multiple manufacturing facilities). The bidder is required to submit the evidence of manufacturing capacity (from applicable State or Central Government regulatory body / authority or from their turnkey equipment supplier / or certified cost auditor).</p>	<p>YES</p>
<p>6. Bidder Should have been Supplied & Installed At least 2 Bulk Dispensing Units at Customer Place Before 31.12.2022.</p>	<p>YES</p>
<p>7. EMD: 10 Lakhs</p>	<p>YES</p>
<p><u>Bids not meeting the above Pre-Qualification Criteria will be rejected.</u></p>	
<p>OTHER TERMS & CONDITIONS</p>	
<p>1. Affiliates: Only one affiliate should apply. 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 two or more affiliates submit a bid, then any one or all of them are liable for disqualification. “Affiliate” of a Party shall mean any company or legal entity which: (a) controls either directly or indirectly a Party, or (b) which is controlled directly or indirectly by a Party; or (c) is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a Party. “Control” means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity. Bids may be submitted by: a) a single person/ entity (called sole bidder); The sole bidder shall fulfil each of the Eligibility criteria</p>	<p>YES</p>
<p>2. Bidders shall maintain confidentiality and secrecy regarding HP DEF, including product details, specifications, process of manufacturing, package specifications and design etc. Further, the bidder will be required to give an undertaking to this effect on a Rs.100 non-judicial stamp paper.</p>	<p>YES</p>

<p>3. The bidder should have dedicated manufacturing facility such as manufacturing vessel, temperature control equipment, filters, pumps and adequate storage facility along with all requisite allied facilities in India reserved for DEF only (Handling facilities should be in line with applicable clauses of IS:17042 (Latest edition). Supplies to HPCL should be from the same manufacturing and storage facility. In case the bidder decides to set up additional manufacturing plant / plants during the contract period, the additional plant / plants will be required to qualify in all the criteria as mentioned above.</p>	<p>YES</p>
<p>4. Bidder's in-house testing facility should be capable of carrying out all the tests as per IS:17042 - Latest edition (please refer to Attachment I) and provide batch test report.</p>	<p>YES</p>
<p>5. HPCL at its discretion shall conduct inspection of the manufacturing plant and associated facilities of successful bidders.</p>	<p>YES</p>
<p>6. Bidder has to submit, undertaking from solution provider (Dispenser Manufacturer, Forecourt Management System Provider & Digital Locking System Solution Provider) on complying with all technical specifications, functional /performance parameters as defined in RFP. that they would provide all the necessary design, technical, operational and maintenance support to the bidder throughout the life cycle of the project.</p>	<p>YES</p>

Note: Please note that mere conformity to the Pre-Qualification criteria does not imply that the bidder is qualified for the price bid opening. Bidder qualification shall be subject to detailed scrutiny of the bid submitted as well as findings of the plant inspection (if any undertaken).

Background

In order to protect the environment, keeping the air quality as clean as possible, exhaust emissions regulations around the world have been strengthened considerably. Regulations to reduce particulate matter (PM) and nitrogen oxide (NOx) emissions have been around for decades. NOx emissions regulations started with passage of the Clean Air Act (CAA).

Bharat stage VI (Euro 6) is the sixth incarnation of the European Union directive to reduce harmful pollutants from vehicle exhausts. This includes nitrogen oxide (NOx), carbon monoxide (CO), hydrocarbons and particulate matter (PM), which is basically soot from diesel cars. HPCL in concern to make a better environment and is interested in selling of Diesel Exhaust Fluid (DEF) through Dispensing Units in the High Diesel Retail Outlets spread across Pan India as per global standards.

Scope Of Work

Manufacturing of HP DEF as per specifications provided by HPCL along with Testing of all batches. Each batch has to be tested by the successful bidder at their own laboratory. Subsequent to testing and certification by the bidder, Product may be dispatched to outlet. HPCL at its sole discretion may inspect and draw sample of HP DEF from outlet. In the event, if Sample drawn by HPCL not meeting the specifications, then Vendor will have to take back entire lot supplied to particular outlet within 2 days, otherwise HPCL may dispose the product at cost of vendor. Vendor shall be levied a penalty of Rs.10 Lakhs in case of repeat failure of another batch / batches. Test results of HPCL designated laboratories shall be considered as final in all such cases.

The scope of work of bidder includes Design, engineering, supply, installation, testing, trial run and commissioning of Bulk Dispensers for selling Diesel Exhaust Fluid (DEF) along with the associated allied works and maintaining for the contract Period at all HPCL Retail Outlets where the Bulk Dispensing Units are Installed. Any repair/replacement of the DEF bulk facility will be in scope of the Vendor during the pendency of Contract.

Product in bulk will be supplied directly from successful bidder's manufacturing plants to HPCL outlets on door delivery basis. Successful Bidder has to raise invoice in favour of the Dealer at the RSP less Dealer Margin @ 10% of RSP. The RSP has to be mutually decided by Successful bidder and HPCL. In case of any disagreement on RSP, the decision of HPCL would be final and binding on the successful bidder. The RSP will also be inclusive of ORC payable to HPCL. The RSP will be amended from time to time based on market conditions.

DELIVERY:

Supply of Bulk DEF to retail outlet Dealer will be directly from Manufacturing Location to HPCL retail outlets in Suitable Browser Tanker Truck.

HPCL's Retail outlets will place indents directly with Successful bidder through e-mail or Telephone. In future, HPCL will have a suitable portal to facilitate placement of indent by Dealer. The Portal will be integrated with automation system of the system of successful bidder, necessary API will have to be shared by the bidder to HPCL.

The supplier shall have to supply required quantity of Materials against call ups or indents placed by the Retail Outlets.

The Materials are to be supplied to our Retail outlets on Door Delivery Basis. Transportation of the material shall be arranged by the vendor at his cost.

All loading / unloading charges incurred while supply of material to HPCL locations shall be borne by the vendor.

In case if Vendor fails to supply the product within a reasonable delivery period, HPCL at its discretion might terminate the agreement and forfeit the Performance Guarantee.

Vendors would be finalized on state wise basis. In case of a Tie between the H1 bidders for a particular state in the quoted ORC , the Bidder with highest turnover would be awarded the contract for that particular state. Bidders are eligible to apply for multiple states.

The Number of Retail outlets as mentioned below in the RFP schedule might change at the discretion of HPCL. During the course of contract, more outlets might also get added to the contract.

State	No of outlets	HSD sales in KL 2021-22	Average HSD sale per outlet per month
Andhra Pradesh	20	106052	442
Assam	4	20094	419
Bihar	3	11535	320
Chandigarh U/T	4	24767	516
Chhattisgarh	10	52817	440
Dadra and Nagar Haveli U/T	2	24082	1003
Delhi	7	38077	453
Goa	5	27978	466
Gujarat	44	257752	488
Haryana	60	387376	538
Himachal Pradesh	9	49482	458
Jammu and Kashmir U/T	4	18145	378
Jharkhand	8	45115	470
Karnataka	46	281772	510
Kerala	6	25960	361
Madhya Pradesh	2	7729	322
Maharashtra	101	653139	539
Meghalaya	1	6180	515
Orissa	24	145697	506
Pondicherry U/T	6	39653	551
Punjab	18	103574	480
Rajasthan	15	63217	351
Tamil Nadu	20	108698	453
Telangana	34	199047	488
Uttar Pradesh	71	459956	540
Uttaranchal	5	22807	380
West Bengal	28	148008	441
Total	557	3328708	498

The Successful bidder(s) will sell the product under the Brand name of HPCL.

The successful bidder(s) will have to provide Performance Bank Guarantee of Rs 50 Lakhs having validity of Contract Period plus 3 months. Successful bidders will have submit only one BG, even if they bag more than one state.

TRANSIT INSURANCE: Transit Insurance of the material shall be arranged by the vendor at his cost.

In case if successful bidder intend to supply Diesel Exhaust Fluid from new manufacturing and testing facilities (complied with all required license, approvals) during the course of contract period, then such new facilities needs to be verified by HPCL team. After getting confirmation from HPCL, Successful bidder can supply Diesel Exhaust Fluid from such new manufacturing facility. Manufacturing facilities need to have all statutory approvals as required. The new location should abide by the conditions of the PQC.

Quality of HP DEF should be guaranteed for 6 months from the date of manufacture by the Bidder and any deterioration in product quality or supply of sub-standard / off spec product shall render the entire batch as rejected and the DEF Bidder will be required to take back the entire batch within 2 days of intimation or else HPCL shall dispose the product as deemed fit at the risk and cost of the vendor. The recall of the product by the vendor shall be done from all the locations across India as advised by HPCL. Vendor shall be levied a penalty of Rs.10 Lakhs in case of repeat failure of another batch / batches. Test results of HPCL designated laboratories shall be considered as final in all such cases.

This Contract shall be effective for a period of 5 years. The same may be renewed by both Parties for such further period and on such terms and conditions as may be mutually agreed upon between the Parties. The tie up between HPCL and Successful Bidder for the marketing and selling of DEF is mutually non-exclusive in nature.

SUCCESSFUL BIDDER(s) will be solely responsible for the Q&Q assurance of the Product supplied to the Designated Dealer. The quality of the Product will be tested for all supply source locations for all the parameters on a monthly basis and the test reports will be submitted to HPCL. The stamping of the BDS by the legal metrology will be the responsibility of SUCCESSFUL BIDDER(s) and the Designated Dealer will provide all necessary assistance for the same. HPCL shall have no liability in this regard.

The responsibility of handling the customer complaints, if any with respect to the Quality and Quantity of the product, solely rests with SUCCESSFUL BIDDER(s).

In case of foreclosure/Termination of Agreement, The vendor has to remove and take back the Bulk Dispensing facility within 15 days of foreclosure/termination advice, failing which the ownership of such facility will get transferred to HPCL.

The successful bidder will provide adequate training to the Retail outlet Dealer and their staff and will make available necessary promotional material (Standees, Banners, one-way vision, etc. to the Retail outlet free of cost and support in marketing and promoting sales of its Product, free of cost. HPCL will also support with their Hoardings infrastructure available at mutually agreeable terms.

For the purpose of uniformity in branding and creating visibility for attracting the customers, the equipment and installation will be branded as per the artwork and design approved by HPCL.

For promoting sales of Product through Designated Dealers, both the Parties shall discuss and mutually agree on service campaign, sales/marketing programs to be carried out at the Designated Dealers retail

outlets. Any advertisements/campaigns to be carried out from HPCL Retail Outlet shall be with prior written consent of HPCL and at such costs as decided mutually between HPCL and SUCCESSFUL BIDDER(s).

Payment of Channel Access Fees will be made to HPCL directly by SUCCESSFUL BIDDER(s) thru RTGS. Such Fee shall be over and above the Designated Dealer margins and is payable to HPCL by SUCCESSFUL BIDDER(s) and it shall not be deducted from the dealer margin of the Designated Dealers by SUCCESSFUL BIDDER. SUCCESSFUL BIDDER(s) shall also submit a statement of supplies/ sale made to Designated Dealers to HPCL Marketing Headquarters Mumbai. The said statement shall be prepared by SUCCESSFUL BIDDER(s) every month and submitted within 10 days after the end of each calendar month. HPCL shall raise invoice towards Channel Access Fees, if the same is not paid within 30 days of receipt of invoice, then SUCCESSFUL BIDDER shall be liable to pay interest at SBI PLR +2% from due date till the date of payment. In case of delay in payment of ORC, HPCL reserve the right to encash the Performance Bank Guarantee.

SUCCESSFUL BIDDER shall submit to HPCL monthly report and such other reports as requested by HPCL of the sales made to each Designated Dealer by 10th of every month for the previous month.

HPCL and SUCCESSFUL BIDDER may participate in each other promotional activities, both at a national level/ state level/ regional office level on mutually agreeable terms after providing prior written consent to the other Party. HPCL or SUCCESSFUL BIDDER shall have no obligation to participate in each other's campaign, if the same is not found suitable for them

Force Majeure: Neither Party will be liable for any default nor delay in the performance of its obligations (other than payment obligations) under this Agreement if such default or delay is caused, directly or indirectly, by forces beyond the control of the Affected Party ("Force Majeure"). Force Majeure shall include, without limitation, fire, flood, earthquake or acts of God or terror; riots, civil disorders, rebellions in India; strikes, lockouts, government legislations, epidemic etc. A Party whose performance is prevented, restricted, or interfered with by reason of a Force Majeure condition shall be excused from such performance to the extent of such Force Majeure condition so long as such Party provides the other Party with prompt written notice within a period of seven (7) days from the date of occurrence of such Force Majeure event, describing the Force Majeure condition and takes all reasonable steps to avoid or remove such causes of non-performance and immediately continues performance whenever and to the extent such causes are removed. If the Force Majeure event continues for a period of more than 15 (fifteen) days, either Party shall have the right to terminate this Agreement, without liability to the other Party. It is clarified that payment obligations shall be unaffected by a Force Majeure event.

Scope Of HPCL

HPCL will obtain Permission from PESO & Other Statutory & Competent Authorities.

HPCL will obtain Recommendation & Approval from OEM for use of the product.

The Designated Dealers will provide the power supply required for running the equipment installed by SUCCESSFUL BIDDER and also provide necessary manpower for operating the equipment and servicing the customers. Designated Dealer at the time of installation will be provided a SOP on the correct operation of the HP DEF DS to ensure Q&Q. The Designated Dealer will keep the HP DEF DS safe and secure at the Location in his Premises. All repairs to the equipment, other than those, which are rendered necessary or caused by negligence, misuse or fault of Designated Dealer, shall be done by SUCCESSFUL BIDDER at its own cost. In the event of any damage to the HP DEF DS while in possession of the Designated Dealer, such incidence shall be investigated by a committee constituted for the purpose, having members from both SUCCESSFUL BIDDER and HPCL. Based on the findings of the committee and upon establishing the negligence / fault of the Designated Dealer or misuse of the HP DEF DS by the Designated Dealer, the amount of damages to the extent of the repairs will be identified by the committee and charged to the Designated Dealer. While it will be the responsibility of SUCCESSFUL BIDDER for collection of the damages

from the Designated Dealer, HPCL will provide the necessary support and assistance to SUCCESSFUL BIDDER in recovering the damages from the Designated Dealer.

Designated Dealers will get supplies of Products directly from SUCCESSFUL BIDDER depots/factory/warehouse/C&F Agents etc. delivered to the Designated Dealers retail outlet. Such Designated Dealers shall be billed directly by SUCCESSFUL BIDDER through their invoices and payment shall be made directly by the Designated Dealers to SUCCESSFUL BIDDER. SUCCESSFUL BIDDER shall arrange execution of indents promptly to ensure uninterrupted supplies of Product to the Designated Dealers. HPCL shall have no liability in this regard. However, HPCL will extend all help in case required wherever necessary.

TECHNICAL SPECIFICATIONS

ANNEXURE II

Product Specifications:

- 1) The product supplied should confirm to latest specification as per IS:17042: 2018. Details of ISO 22241: 2006 provided in Table I.
- 2) In case of any difference in ISO 22241 and IS:17042 for any parameter, the more stringent specification of the two shall prevail for the parameter.
- 3) Handling storage & transportation of DEF (Bulk) within the plant premise to be in line with Part - 3 of IS 17042: 2018 (latest).
- 4) End filtration of 0.5 μ (Micron) is compulsory before filling.
- 5) Bidder should have their own laboratory to conduct all the tests given in Attachment I on HP DEF. Cost of testing HP DEF shall be borne by the Bidder.

Table I

SL. No.	Characteristics	Unit	Range		Test Methods
			Minimum	Maximum	
1	Density at 20°C	kg/m ³	1087.0	1093.0	ISO 3675 or ISO 12185
2	Refractive index at 20°C	-	1.3814	1.3843	ISO 22241-2 Annex C
3	Alkalinity as NH ₃	%(m/m)	-	0.2	ISO 22241-2 Annex D
4	Insolubles	mg/kg	-	20	ISO 22241-2 Annex G
5	Urea	%(m/m)	31.8	33.2	ISO 22241-2 Annex B or C
6	Biuret	%(m/m)	-	0.3	ISO 22241-2 Annex E
7	Aldehyde	mg/Kg	-	5	ISO 22241-2 Annex F
8	Phosphate (PO ₄)	mg/kg	-	0.5	ISO 22241-2 Annex H
9	Calcium	mg/kg		0.5	ISO 22241-2 Annex I
10	Iron	mg/kg		0.5	
11	Copper	mg/kg		0.2	
12	Zinc	mg/kg	-	0.2	
13	Chromium	mg/kg	-	0.2	
14	Nickel	mg/kg	-	0.2	
15	Aluminium	Mg/Kg	-	0.5	
16	Magnesium	nng/kg	•	0.5	
17	Sodium	mg/kg		0.5	
18	Potassium	mg/kg		0.5	
19	Identity	-	Identical to reference		ISO 22241-2 Annex J

Bulk DEF Dispensing Facility Specifications:

The specifications of Bulk DEF Dispensing facility is as per Annexure - III

State	No of outlet	ORC to HPCL in %
Andhra Pradesh	20	
Assam	4	
Bihar	3	
Chandigarh U/T	4	
Chhattisgarh	10	
Dadra and Nagar Haveli U/T	2	
Delhi	7	
Goa	5	
Gujarat	44	
Haryana	60	
Himachal Pradesh	9	
Jammu and Kashmir U/T	4	
Jharkhand	8	
Karnataka	46	
Kerala	6	
Madhya Pradesh	2	
Maharastra	101	
Meghalaya	1	
Orissa	24	
Pondicherry U/T	6	
Punjab	18	
Rajasthan	15	
Tamil Nadu	20	
Telangana	34	
Uttar Pradesh	71	
Uttaranchal	5	
West Bengal	28	
Total	557	Not to be filled

Note:

- 1) It is the responsibility of the successful bidder to ascertain and quote the exact rates applicable towards various Duties/Taxes/Levies prevailing at the time of submission of bids. However, if in the opinion of HPCL, the rates quoted are not correct, HPCL reserve the right to query the bidder at the un-priced bid stage and adopt the correct rates as per the prevailing Laws.
- 2) Duties/taxes/levies that are applicable as per prevailing laws, only will be considered for evaluation of tender after net of GST credit. No additional payments will be made for whatsoever reasons, other than Duties/Tax/Levies considered for evaluation of tender.
- 3) Duties, Taxes/ levies should not be quoted in lump sum or specified as "Extra", "Extra at actuals", "At Actual", "by HPCL" etc.
- 4) Delivery charges/ freight should include loading charges at your end and unloading charges at HPCL Terminals & Retail Outlets. In case freight is quoted in % age, its value in amount at the time of priced bid opening shall be determined and the same shall be kept firm during the entire contract period.
- 5) Quantity indicated is provisional, estimated quantity only and HPCL reserves the right to order any quantities at its sole option within total quantity offered by tenderer. Bidders to note that the monthly call-up quantities may not be on pro-rata basis of total ordered quantity, but will be based on the specific demand for the month.
- 6) Based on H-1 on Over Riding Charges Successful Bidder will be decided on state wise basis and awarded the Contract.
- 7) HPCL , at its discretion, will decide a suitable location of the HP DEF Dispensing Facility.
- 8) The branding of the Bulk Dispensing facility canopy would be as per HPCL specifications.
- 9) The bidder has to sign and submit all pages of RFP and submit in a sealed Technical bid envelope (without the price bid) along with all required documents clearly mentioning "Technical Bid for Bulk DEF dispensing facility"
- 10) Price bid has to be submitted in a separate sealed envelope clearly mentioning "Price bid for Bulk DEF dispensing Facility"
- 11) Kindly put both the envelopes i.e. Technical Bid and Price bid in one separate envelope clearly mentioning Bid for Bulk DEF Dispensing Facility and Due date.
- 12) The BID documents should reach the below mentioned address by 5PM of 27th Feb, 2023.

Mr. Debashis Pattnaik
GM – ARB & Branding
Hindustan Bhavan,
8 Shoorji Vallabhadas Marg,
Mumbai – 400 001.