

# **HINDUSTAN PETROLEUM CORPORATION LIMITED**

(A Government of India Enterprise)



**Tender Document**

**For**

**Supply of Tank Truck Decantation Composite Hose**

**At**

**HPCL Sitarganj IRD**

## Table of Contents

<b>Sl No.</b>	<b>Description</b>
1.	Scope of work
2.	Instruction to Bidders
3.	Technical Specifications
4.	Schedule of Quantities
5.	Special Payment Terms
6.	Payment Disbursement Details

## **SCOPE OF WORK:**

The Sitarganj Depot has been commissioned in Aug'22 to meet the growing demands across six districts of Uttarakhand and is currently handling MS (Gasohol), HSD & Hexane and having a storage capacity of approx. 1260 KL of petroleum product. Sitarganj is a bridging location where 100% bridging TTs are unloaded first and then loaded subsequently for retail outlets. We are having 360 KL capacity Gasohol and 540 KL capacity HSD Storage tanks.

On an average we daily unload 22 nos of TTs and load around 30 TTs. Sitargaj Depot average daily sales is around 150-200 KL Gasohol and 300-350 KL HSD. We daily unload 100% TTs and load simultaneously.

HPCL Sitarganj Depot invites eligible parties to take-up the Supply of Tank Truck Decantation (Unloading) Hose complete in all respects including Third Party Inspection and Testing of decantation hose as per the detailed job schedule enclosed.

The detailed scope is as described in the Technical Specifications. However, any item of work required to be carried out for proper and satisfactory delivery of the Hoses is deemed to be included in the scope of work.

The prospective bidders are requested to thoroughly read and comprehend the various Sections of this tender document and offer their most competitive rates for the job.

The scope of the tender includes:

- a. Supply of Tank Truck Decantation (Unloading) Hose.
- b. Supply and providing threaded ends, API couplings, Flanges etc., as per requirement
- c. Testing and Inspection of hoses and fitting ends
- d. Packing and Transportation
- e. Third Party Inspection from the HPCL approved party before dispatch of the material
- f. Making arrangements to avoid any damages to the hoses while loading, transportation, unloading. (Any damaged hose will not be accepted).

The tenderers are required to go through the tender document thoroughly and carefully and offer their most competitive rates for the job. All sets of this tender document are to be read in conjunction with each other and accordingly quote in the priced bid.

### **Completion Period:**

1. Supply of Tank Truck Decantation (Unloading) Hose complete in all respects including Third Party Inspection: from the 30 days from date of LOA/PO/Intimation Mail whichever is earlier.

**SITE ADDRESS: The destination project site address is described as follows:**

HPCL, Sitarganj Depot  
Plot 6C, Sector-1, Phase-2  
Sidcul  
Sitarganj  
Udham Singh Nagar – 262405

**1. CONTACT PERSON:**  
**At Gresham House HQO, Mumbai**

- 1) Mr. Vipin Singh Panwar, Asst. Manager Operations Sitarganj Depot  
Mobile: +917830308390  
Email ID: vipinsingh.panwar@hpcl.in
- 2) Mr. Raj Kumar Singh, Senior Depot Manager Sitarganj Depot  
Mobile: +918655436500  
Email ID: strgnj.irdic@hpcl.in

## **2.0 INSTRUCTIONS TO BIDDERS**

### **1.0 SITE VISIT**

- 1.1 The bidder is advised to visit and examine the location of works and its surrounding and obtain for himself on his own responsibility all information that may be necessary for preparing of the bid and entering into the contract. The cost of visiting the site shall be at bidder's own expenses. No extra claim on account of non-familiarity of site conditions shall be entertained during execution of works.
- 1.2 The bidder and any of his personnel or agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage and expenses incurred as a result hereof.
- 1.3 Bidders are advised to visit the site/plant and make themselves acquainted with the site conditions, nature of jobs, scope of jobs and if required, discuss with Officer-incharge for complete details of job before quoting. Bidders need to understand the job profile completely and quote accordingly and no deviations will be accepted.

### **3.0 BID CLARIFICATIONS/AMENDMENTS BY HPCL.**

3.1 HPCL may issue clarifications/amendments in the form of addendum/corrigendum 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 in their bid. Bidder shall follow the instructions issued along with addendum/corrigendum.

3.2 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. Online queries can be posted on the GEM portal till the cut off time mentioned in the tender calendar. Only queries posted online up to the specified time in tender calendar shall be entertained and the replies/clarification(s) shall be posted on the message board at GEM portal.

3.3 Addenda/Corrigenda, if any, shall be made available at the GEM portal. No separate press notice shall be given.

# **3. Technical Specifications**

**Supply of Tank Truck unloading composite hoses for Gasohol/HSD/ Hexane use along with all relevant test certificates.**

### **3.2 TECHNICAL SPECIFICATIONS**

#### **3.2.1 Specification:**

Composite Hose Standard: EN 13765 Type3

Lining : Nitrile Rubber or any other compatible material.Inner and outer wire : 2.5 mm

Galvanized steel wire for rigidity

Inner layer: Nitrile Rubber/Polypropylene fabric or any other compatible material.

Outer Cover: PVC Coated fabric abrasion resistant and Fire retardant Terylene Weave Fabric

Working Pressure: 7

bar

Bursting Pressure: 14

bar

Working Temperature: -20°C to

+80 °CRubber Seal: Nitrile

Length: 3 mtr

One End fitting: One end of the hose will have 3" Swivel or Fixed Flange ASA150 ( welded )# Minimum Thickness 14-16mm and material as per ASTM A105,

Other End fitting: 3" Al Cam lock Fitting suitable for 3" Gravity Coupler ( which is further compatible to 3" API Adaptors fitted in Bottom loading tanker & in delivery box pipe of Top

loading tankers ) with 5/4 cams dripless design and a seal material should be compatible with petrol and diesel (PTFE or approved equivalent)

**End fittings should be fitted with Swaging or Crimping technology which gives leak proof end connections.**

Hoses should be electrically bounded. The hoses shall be provided with electrical continuity by wire bonded to the built in coupling at both ends.

Party to carry out the third party test as per the BS EN 13765:2003 code and submit the same along with the dispatch of materials.

Medium of Usage: Suitable for MS, HSD and Ethanol

### **3.2.2 Physical Properties**

Max. Elongation: 10% on proof

pressureMaximum Twist: 10°/mtr

Vacuum range: 0.9 bar

Electrical resistance: 2.5 Ohms/mtr < 2" Hose

1.0 Ohms/mtr > 2" Hose

Temperature : -30°C to +80°C

**Note:** Factory testing of hose with TPI witness, transportation to delivery address and unloading of hose pipe is in vendor scope. No extra payment will be made for transportation.

### **SCOPE OF THIRD PARTY INSPECTION:**

The specification shall be checked and certificate issued that the specifications are conforming to BS EN

13765:2003 (latest edition).

1. Test Pressure: No leakage or other sign of damage at pressure of 7 bar.



2. Change in length at proof pressure (Max): 10%
3. Design Burst Pressure: 12 Bar.
4. Vacuum: No damage after 10 min. When subjected to value of 0.9 bar
5. Electrical Resistance: Less than or equal to 10 ohm the value obtained to be maintained to the end of the pressure test.

**Others Checks:**

Material/Construction.: As per specification Dimension

Check Visual Internal test certificate

Review Electrical continuity less than 10 ohm from end to end fitting.

## **1. THIRD PARTY INSPECTION**

All Hoses (100 %) shall be tested by manufacturer's quality control officials, before offering the valves for inspection. All test certificates for material conformance and pressure test shall be verified and endorsed by the third party inspection agency.

The third party inspection shall be carried out by any of the following agencies.

- a) M/s. Lloyds
- b) M/s. BV
- c) M/s. EIL
- d) M/s. Indian Register of Shipping.
- E) M/s Bax Counsel
- f) DNV
- g) Det Norkse Veritas
- h) CEIL

**All applicable codes and standards referred in this tender shall be of the latest editions as published by the Indian Standards/ respective concerned body.**

## **2. SCOPE OF TESTING & TPI AGENCY INSPECTION:**

Tests to be carried out & the scope of TPIA inspection is as below:

1. All hoses shall be shall be hydro tested by the vendor at 5 Kg/cm<sup>2</sup> pressure for 5 Minutes. The test shall be 10% witnessed by TPIA.
2. All hoses shall be shall be tested for vacuum resistance at a vacuum of 0.6 Kg/cm<sup>2</sup> for 30 seconds. The test shall be 10% witnessed by TPIA.
3. All hoses shall be shall be tested for Resistance/Electrical Conductivity. The test shall be 10% witnessed by TPIA.
4. Dimensions of hoses, couplings & flanges shall be measured by the manufacturer for all hoses. Inspection Report for the same shall be reviewed by TPIA.

5. Visual Inspection of hose assembly and marking shall be verified by vendor for all hoses and the same shall be 10% witnessed by TPIA.

6. Material Test Certificates & Manufacturer's Test Certificates of hose & cover shall be reviewed by TPIA.

7. Calibration Certificates of measuring/testing equipment shall be reviewed by TPIA.

**NOTE :** All test reports, guarantee certificates & third party inspection reports to be submitted to HPCL along with delivery of material.

**GUARANTEE:** Hoses supplied should be fully guaranteed against any manufacturing defects, bad 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.

**Approved Makes** of API Couplers: OPW USA, LOADTEC UK, EMCO WHEATON USA, LIQUIP, ALFONS HARR, FORT VALE, TECHNIKA.

## **4. SCHEDULE OF QUANTITIES**

**NOTE:** Bidders shall thoroughly go through the below detailed BOQ/SOQ and technical specifications & quote accordingly. Description/ specifications given in the SOQ shall supersede the same given in the system generated item description.

**In case of any discrepancy in description and unit of measurement, Schedule of Quantities in tender attachment, will supersede and final.**

Testing: All hoses shall be provided with necessary test certificates with approved QAP and ITP, Manufacturers Test Certificate etc.

SI No	DESCRIPTION	QTY	UNIT
2	<p><b>Supply of 3-meter Light Weight Heavy Duty Nitrile rubber composite flexible hoses for hydrocarbon oil tanker unloading. Hoses shall be composite type, suitable for 100% aromatics. Inner layer shall be PPF. Helix wires (MOC: G.I.) in both inner and outer surfaces shall be provided for rigidity. MOC of hose shall be as per EN13765 Type-III. Hose must be suitable for suction as well as discharge utility. Operating Temperature shall be -20 Deg.C to +80 Deg.C.</b></p> <p><b>One End fitting: One end of the hose will have 3" Swivel or Fixed Flange ASA150 ( welded )# Minimum Thickness 14-16mm and material as per ASTM A105,</b></p> <p><b>Other End fitting: 3" Al Cam lock Fitting suitable for 3" Gravity Coupler ( which is further compatible to 3" API Adaptors fitted in Bottom loading tanker &amp; in delivery box pipe of Top loading tankers ) with 5/4 cams dripless design and a seal material should be compatible with petrol and diesel (PTFE or approved equivalent)</b></p> <p><b>( Rates are inclusive of GST )</b></p> <p><b>Nominal Pressure: 7 Bar and the Bursting Pressure:14 Bar.</b></p> <p><b>Refer attached Technical specification for other details.</b></p>	90	Each

## 5.0 SPECIAL PAYMENT TERMS

The payment term shall be made as per the following subject to the clauses as per general terms and conditions.

Payment against invoices shall be made on receipt of equipment / material at site against submission of following documents along with your Bill / Invoice:

- i) Delivery Challan / Lorry Receipt duly acknowledge by our site.
- ii) Manufacturer's Test Certificate

iii) Third Party Inspection / Clearance Report

iv) Manufacturer's Guarantee Certificate

v) Performance Bank Guarantee for 5 % of Basic Order Value.

- ✓ 80% on delivery of material at site (with prior clearance note for dispatch from Third party inspection agency) with all documents and signed testing certificates by TPIA.
- ✓ 20% after verification/certification of document and acceptance by EIC

**5.1 DELIVERY PERIOD:** Time at every stage of activities during execution of this order is the essence of this purchase order. All the goods covered under this purchase order shall be delivered at the earliest but in no case later than one month from the date of PO/LOI/FOI.

**5.2 DELAYED DELIVERY / LIQUIDATED DAMAGES:** In case of delay in execution of this order beyond stipulated delivery period, penalty will be applicable @ 0.5 % of the basic value of goods not delivered per week of delay (for fractional days, LD shall be applicable on pro-rata basis), subject to a maximum of 10 % of total basic order value.

**5.3 PERFORMANCE BANK GUARANTEE:** 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 you will arrange to repair/replace any defective parts free of cost or replace complete set if required. Guarantee Certificate should be submitted along with dispatch document.

## **6 Security Deposit/CPBG**

### **6.1 Security Deposit:**

The bidder, with whom the contract is decided to be entered into and intimation is so given will have to furnish a security deposit of two percent (2%) of the total contract value in the form of e-payment/Bank Guarantee in favour of Hindustan Petroleum Corp Ltd, within 15 days from the date of intimation of acceptance of their tender, failing which action will be taken as per GEM GTC.

### **6.2 Performance Guarantee/Security – 5% of contract value.**

### **6.3 COMPOSITE PERFORMANCE BANK GUARANTEE (CPBG):**

Composite PBG (CPBG) of 5% value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted; such composite PBG shall be valid up to a period of 3 months beyond the expiry of defect liability period.

### **Regarding BG on SFMS Platform:**

Vendor while submitting a bank guarantee (BG) on SFMS platform towards Security deposit/PBG/CPBG/EMD, is required to ensure that:

(i) The issuing bank is on SFMS platform

(ii) BG contains following details:

a. Beneficiary's bank Name: ICICI Bank

b. ISFC Code: ICIC0000393.

c. HPCL's Customer ID: HPCL508902133NO

(iii) Attach a copy of SFMS Delivery Report showing HPCL customer ID in row/field number 7037 of SFMS Delivery Report. FIELD NO. 7037 OF 760COV TO BE UPDATED WITH HPCL508902133NO.

**6.4 Vendor can submit either security deposit as 2% and Performance Bank Guarantee (PBG) as 5% OR CPBG of 5% towards Performance Guarantee inclusive of Security Deposit shall be accepted.**

## **7 Price Reduction :**

In case of any delay in completion of the work beyond the CDD, the Owner shall be entitled to be paid Price Reduction by the Contractor. The price reduction shall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the delay subject to a maximum of 10 % of the total contract value. The price reduction shall be recovered by the Owner out of the amounts payable to the Contractor or from any Bank Guarantees or Deposits furnished by the Contractor or the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract.

## **8 Penalties: As per GEM GTC.**

## PQC

### **A.1 Financial:**

Average Annual Financial Turnover during the last 3 years, ending 31st March, of the previous financial year, **should be at least Rs. 1.47 Lakhs**. The bidder should submit audited balance sheet and/or ITR for last 3 years.

- a. In this regard the vendor has to submit Financial Statements/Balance Sheet/ITR etc for last 3 immediately completed financial years. While computing the annual turnover, other income shall not be considered.
- 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 turnover in any one or two of the years of the submitted financial years, the turnover for that/ those years shall be taken as Nil and the average turnover will be calculated by considering the denominator as 3 years - to determine the conformity to the turnover criteria.

### **A.2 Technical:**

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

- a. One similar completed works, each costing not less than the amount = **Rs. 1.95 Lakhs**

**Criteria for prior experience and prior turnover (PQC) to be relaxed by 15% for Micro and Small Enterprises**

**Definition of Similar Work:** “Similar works implies ‘Supply of Unloading tank truck Hoses for any OMC Terminal, Refinery or Pipeline Station **of any PSU Oil Marketing Company like HPCL/IOCL/BPCL or any Private Oil Marketing Company such as Reliance, Nyara Energy, Shell or any Oil-JV company of PSU/Govt with Private Company.**”

- a. For similar job purpose, single job at a single location through a single order or multiple purchase orders obtained from single tender only shall be considered.
- b. The bidder should submit copies of Purchase Order/Work Order along with performance certificate issued containing the name/designation and contact details of the officials issuing the performance certificate.

- The performance certificate should clearly indicate period of contract and actual executed value of the contract.
- c. The work orders offered towards PQC – Technical should be successfully carried out and completed during the last 7 years as per the PQC Clause.
  - d. Works of Maintenance and Works carried out under Sub-Contract without consent from Principal Client/Owner will not be considered as Similar Completed Work.

The bidders to note that to meet the above requirement:

- i. Bidders are required to meet both the above criteria viz., Financial A.1 & Technical A.2 for qualifying in tender. Vendors not meeting any of the above criteria shall lead to rejection of Bids.
- ii. Criteria for prior experience and prior turnover (PQC) will be relaxed by 15% for Micro and Small Enterprises as per values mentioned in Financial A.1 & Technical A.2 mentioned above subject to meeting the prescribed quality and technical specification of the tendered items/services for contracts.
- iii. Bids not meeting any of the above criteria shall be rejected.

**A.3 Documents for Submission:**

The Bidders have to submit the following documents in support of the Pre-qualification requirement:

a) **Documents in respect of Financial PQC:**

Any one of the following documents-

- 1) Audited Balance Sheet – (Notarized or certified by CA)
- 2) Income Tax Returns
- 3) Udyam Registration certificates having year wise turnover details.
- 4) If the audit of balance sheet is not required as per income tax ceiling limit for annual turnover in computation of tax, the vendor should submit undertaking on his letter head in this regard.

The bidder has to submit any one of the above-mentioned documents having details for the last 3 immediately completed financial years.



**b) Documents in respect of Technical Experience & specific criteria:**

- 5) **Mandatory Document #:** Purchase Order or Work Order (Not mandatory in case of Purchase Order/Work Order issued by HPCL)
- 6) **Any One** of the below mentioned documents:
  - i. Certificate of Completion of Work order \$\$ OR
  - ii. Certified bills \$\$ OR
  - iii. Proof of payment \$\$

*#- Submission of the Purchase Order / Work Order is mandatory and it should clearly mention the details of works completed by the vendor so as to enable us to identify whether the vendor meets the technical criteria stipulated above or not.*

*\$\$ -The Completion Certificate, Certified bills, Proof of Payment and any other document submitted in lieu of the documents sought above should be certified by the owner/client (for whom the work order has been executed) specifically having mention of the supplies made in support of meeting the technical criteria as stipulated above. The performance certificate issued should contain the name/designation and contact details of the officials issuing the performance certificate. The performance certificate should clearly indicate period of contract and actual executed value of the contract. If consultants are issuing certificates, then bidders shall provide documentary evidence of appointment of consultant by the client failing which the offer shall be rejected.*

#### **A.4 Important Condition for disqualification.**

The bidders, who have participated in HPCL Bids earlier during last 1 year and evaluated as L-1 bidder, either refused to execute the job on their quoted bids or whose bids were unworkable for minimum wages or any other statutory compliances, will be made disqualified in the Technical Evaluation of this tender without assigning any further reason. The past 1-year period will be reckoned from the due date of this tender to due date of previous tenders. The HPCL Bids will be considered as any tenders/bids published by any HPCL location/offices.

**(VENDOR HAS TO FILL ALL DECLARATIONS AND HAS TO UPLOAD SIGNED COPY OF THIS DOCUMENT)**

**DECLARATION NON BLACKLISTED / NON BANNED PARTY**

Hindustan Petroleum Corporation Limited,  
CPO NCZ LUCKNOW

DATE:

Ref.: Tender No.: **GEM/2024/B/.....**

Dear Sir,

We, \_\_\_\_\_, hereby declare/ clarify that we have not been banned by any Government or quasi Government agencies or Public Sector Undertakings.

Yours truly,

**(Bidder's sign & stamp)**

**Name of Signatory:** \_\_\_\_\_

**Position in company:** \_\_\_\_\_

**Mobile Number(s):** \_\_\_\_\_

**Telephone Number (O):** \_\_\_\_\_

**Telephone Number (R):** \_\_\_\_\_

**(to be submitted along with unpriced bid)**

**DECLARATION FOR PAN DETAILS**

Hindustan Petroleum Corporation Limited,  
CPO NCZ LUCKNOW

DATE:

Dear Sir,

We, \_\_\_\_\_, hereby declare/ clarify that **“PAN of firm is -----**  
-----

**----- falling under Jurisdiction of ----- . It is hereby  
declared**

**that the said PAN is correctly stated as per Sec. 139A(5)”**

Yours truly,

**(Bidder’s sign & stamp)**

**Name of Signatory:** \_\_\_\_\_

**Position in company:** \_\_\_\_\_

**Mobile Number(s):** \_\_\_\_\_

(to be submitted along with unpriced bid)

**ORGANISATION DATA TO BE SUBMITTED BY BIDDER WITH TENDER**

<b>TO BE FILLED BY BIDDERS</b>		
1	NAME OF ORGANISATION	
2	OFFICE ADDRESS	
3	CONTACT PERSON	
4	MOBILE NUMBER & TELEPHONE (OFFICE & FACTORY BOTH)	
5	FAX NUMBERS	
6	E-MAIL ADDRESS	
7	PAN NO	
8	GSTIN NUMBER	

-----  
**SEAL, SIGNATURE & NAME OF THE TENDERER**

**DATE :**

**PLACE :**

**(Declaration – MSE**

<b>TO BE FILLED BY ALL BIDDERS</b>		
<b>1</b>	<b>NAME OF BIDDER</b>	
<b>2</b>	<b>WHETHER REGISTERED WITH MSE/NSIC : YES/NO, IF YES PLEASE UPLOAD CERTIFICATE</b>	<b>YES/NO</b>
<b>2.1</b>	<b>MSE/ NSIC REGISTRATION CERTIFICATE IS VALID UPTO</b>	
<b>3</b>	<b>WHETHER FIRM IS OWNED BY SC/ST ENTERPRENEURS (SAY YES OR NO) IF YES, PLEASE UPLOAD SC/ST CERTIFICATE</b>	

-----  
**SEAL, SIGNATURE & NAME OF THE TENDERER**

**Note to Bidder:**

1. It is mandatory for all the bidders to provide above data, in case bidder is non MSE, please mention "N.A".
2. If no information given by bidder, it will be presumed that you are non MSE and later on any MSE preferences will not be entertained.

**DECLARATION OF UNDERSTANDING OF TENDER TERMS**

I/We confirm that I/We have understood the scope of work, technical terms & conditions, commercial terms & condition, and applicable GST given in the tender completely and would be able to execute the entire work as per the rates quoted by us.

I / We confirm that the offers have been provided for all the items/categories of service/job requirement.

Name and Signature of the Tenderer

(GST DECLARATION)

GST DETAILS	GSTIN number/numbers	
	Whether Composition dealer under GST Act or not. If NO , provide following details: i,ii.	
	i. Month for which latest GSTR 1 has been filed. Attach acknowledgement thereof. ii. Month for which latest GSTR 3B has been filed. Attach acknowledgement thereof	



The following declarations should be typed on the letter head of the tenderer and should be duly signed by an authorized signatory clearly stating the name and designation of the signatory)

**DECLARATION ON GST**

Payment of GST and filing of GST Returns to enable Hindustan Petroleum Corporation Limited to avail Input Tax Credit (ITC) correctly

With reference to Payment of GST & filing GST Returns for availing Input Tax Credit (ITC) by HPCL as per GST provisions for the Invoices raised by us, we hereby declare as follows:

(1) We have disclosed all the facts relating to our Firm / Company to M/s Hindustan Petroleum Corporation Limited.

(2) We hereby declare that we have agreed to pay GST to the respective GST Authorities. In this connection, we hereby agree to furnish to you proof of payment of GST.

(3) We hereby declare that we will file GST Returns as per GST provisions. In this connection, we hereby agree and undertake to furnish you proof of electronically filed GST Returns.

(4) We hereby agree as under:-

- i. We will be fully responsible for complying with the GST provisions to enable HPCL to take Input Tax Credit. In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc).
- ii. In case of rejection of ITC by the concerned Tax Authority, for non filing of GST or non-payment of GST amount by us or for any other reasons attributable to us, we hereby agree to indemnify Hindustan Petroleum Corporation Limited in full against all the loss including consequences, liabilities of any kind whatsoever, directly arising from denial of ITC including interest and penalty. We hereby agree and confirm that – any breach of the above declaration shall be construed as breach of the terms and conditions w.r.t. GST and Hindustan Petroleum Corporation Limited shall be at liberty to take necessary action like Holiday listing (banning of Business dealings) and/or recovering of amounts mentioned in para 4 (ii) above, from: a) any of our Bank Guarantee executed in your favour, if any, b) Retention / Security Deposit paid for any of your work, if any or c) Other unpaid invoices, if any raised by us on Hindustan Petroleum Corporation Limited.

Place :

Date :

Signature

Name :

Designation :

Seal.

### Declaration regarding relative of HPCL Directors

The Tenderer is required to state whether he/ she is a relative of any Director of the HPCL or the tenderer is a firm in which Director of HPCL or his relative is a partner or is any other partner of such a firm or alternatively the Tenderer is a private company in which Director of HPCL is member or Director, (the list of relative(s) for this purpose is given below)

N.B: Strike off whichever is not applicable. If the tenderer employs any person subsequent to signing the above declaration and the employee so appointed happens to be relative of the Officer of the HPC/ Central/ State Government, the tenderer should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of the HPC/ Central/State Government.

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Place: \_\_\_\_\_

Designation: \_\_\_\_\_

#### LIST OF RELATIVES

A person shall be deemed to be a relative of another, if any and only if,

- i) He / She / They are members of Hindu Undivided family or
- ii) He / She / They are Husband & Wife or
- iii) The one is related to the other in the manner indicated below.

- |                                       |                                      |
|---------------------------------------|--------------------------------------|
| 1. Father                             | 12. Son's Daughter                   |
| 2. Mother (including Step Mother)     | 13. Son's Daughter's Husband         |
| 3. Son (including Step Son)           | 14. Daughter's Husband               |
| 4. Son's Wife                         | 15. Daughter's Son                   |
| 5. Daughter (including Step Daughter) | 16. Daughter's Son's Wife            |
| 6. Father's Father                    | 17. Daughter's Daughter              |
| 7. Father's Mother                    | 18. Daughter's Daughter's Husband    |
| 8. Mother's Mother                    | 19. Brother (including Step Brother) |
| 9. Mother's Father                    | 20. Brother's Wife                   |
| 10. Son's Son                         | 21. Sister (including Step Sister)   |
| 11. Son's Son's Wife                  | 22. Sister's Husband                 |

**HPCL Arbitration Clause for Contracts with Indian Parties:**

Any dispute or difference of whatsoever nature, arising out of or in connection with this Agreement or its termination, shall be referred to and resolved by a Sole Arbitrator, in accordance with the Arbitration and Conciliation Act, 1996 of India as amended by time to time.

It is agreed between the parties to this Agreement, that:

- a) HPCL shall suggest the names of 3 persons to the vendor. The said persons shall not be employees of either party nor connected to either party in any way prohibited by the Arbitration and Conciliation Act, 1996.
- b) The vendor shall choose one name from among the said three persons to be appointed as a Sole Arbitrator.
- c) If the vendor is not agreeable to the appointment of any one person from the said three names, then both parties shall mutually agree and decide upon the name of a Sole Arbitrator. Failing this, a party is free to approach the Court of competent jurisdiction for making an appointment.
- d) The language of arbitration shall be English language.
- e) Unless otherwise agreed by the parties, the venue and seat of Arbitration shall be at the city where the supply was to be made or work performed or the nearest Regional Office/ other Office of HPCL.
- f) The Arbitrator shall preferably be a person who has his residence either in the same city or at least the same State where the Arbitration is going to be held/ conducted.
- g) The fees and costs of the Arbitration proceedings, shall be borne equally by both the parties, unless otherwise directed by the Sole Arbitrator.
- h) The award shall contain reasons and shall be final and binding on the parties, subject to any right of appeal under law.

**DISPUTE RESOLUTION FOR CONTRACTS WITH INDIAN & FOREIGN PARTIES**

**(A) Discussions and Resolution**

- (i) The parties shall attempt to resolve all dispute and difference arising out of or relating to this contract through negotiations in good faith. If any dispute or difference remains unresolved, then all such unresolved disputes or differences shall be referred to the Executive Director/SBU Head of HPCL of the concerned department and the Director/ Owner / authorized Senior Official of the contractor/supplier for an amicable solution.
- (ii) If any dispute or difference remains unsettled within sixty (60) days from the date on which either Party has served a written notice on the other Party making claims and for discussions, then the provisions of Part B (i.e. Conciliation) of this Clause shall apply.

**(B) Conciliation**

- (i) All disputes and differences covered under the Conciliation Rules, 2019 arising out of or relating to this contract including its performance or interpretation, shall be fully and finally settled through Conciliation as per the Conciliation Rules, 2019 of HPCL, as amended from time to time.
- (ii) The Conciliation Rules, 2019 of HPCL and any modification thereof shall be binding upon the Parties.
- (iii) The language of the conciliation shall be English;
- (iv) The governing law of this contract shall be of India.
- (v) In case the Conciliation fails, or if there are any disputes or differences which are not covered under Conciliation Rules, 2019, then the parties shall be free to take appropriate legal remedies for adjudication of their disputes.
- (vi) The Courts having jurisdiction over the place where the contract was performed, except for enforcement of decree/judgment, shall be the court having jurisdiction to adjudicate the disputes between the parties.

## HPCL CONCILIATION RULES, 2019

### **Background**

Part III of the Arbitration and Conciliation Act, 1996 makes provisions for alternative dispute resolution through Conciliation, which is emerging as an effective dispute resolution mechanism for Public Sector Enterprises in India.

HPCL intends to increasingly focus on Conciliation as a dispute resolution mechanism and hereby frames the present Rules in conformity with Part III of the Arbitration and Conciliation Act, 1996 for speedier, cost-effective and amicable settlement of disputes through Conciliation.

### **1. Title and Commencement**

- a. These Rules shall be called the HPCL Conciliation Rules, 2019.
- b. It shall come into force on 16 March 2020.

### **2. Definitions**

- a) “Act” means Arbitration and Conciliation Act, 1996 as amended from time to time.
- b) “Conciliation” means a dispute resolution process whereby the Parties by mutual consent appoint a Conciliator or a Settlement Advisory Committee (SAC) to assist them in their attempt to reach an amicable settlement of their dispute(s) arising out of a defined legal relationship, contractual or otherwise.
- c) “Conciliator(s)” means the Conciliator appointed in accordance with these Rules.
- d) “HPCL” means HINDUSTAN PETROLEUM CORPORATION LIMITED, having its registered office at 17, Jamshedji Tata Road, Churchgate, Mumbai-400020.
- e) “Panel of Conciliators” means the list of eligible persons selected by HPCL to act as Conciliators in conciliation proceedings under these Rules.
- f) “Party” means a Party to a contract with HPCL or a Party to a Conciliation proceeding under these Rules. Further, “Party” means HPCL or the other party to the Conciliation proceeding individually, and “Parties means both of them collectively.
- g) “Rules” means the HPCL Conciliation Rules, 2019 (as amended from time to time).
- h) “Settlement Advisory Committee” or “SAC” means the Committee of Conciliators appointed under Rule 5 of these Rules.
- i) “Settlement Agreement” means the agreement arrived between the Parties in settlement of their dispute(s), which is the subject matter of Conciliation.
- j) “Working Day” means any of the five days between Monday to Friday, including both Monday and Friday, between 10.00 AM to 5.00 PM (Indian Standard Time), excluding Gazetted holidays and all other holidays declared by the Govt. of India or HPCL.
- k) The masculine gender shall include female and neutral genders and vice-versa. The singular shall include the plural and vice-versa.

**3. Scope and Applicability**

- a) These Rules shall apply to any dispute, arising out of or relating to a contractual or defined legal relationship in the form of a contract involving HPCL as a Party, and which involves construction, works, engineering, EPC or Supply or any other contract of a similar nature, where the Parties seeking an amicable settlement of their disputes have agreed that these Rules shall apply. These Rules shall, however, not apply to disputes arising out of or relating to MS/HSD/LPG/SKO/Lube Dealership/Distributorship Agreements and Agreements for Bulk or Packed Road Transportation of Petroleum Products. If the dispute is not settled by Conciliation within 8 (eight) months of the initiation of conciliation or such further period as the parties shall agree in writing, the Conciliation proceedings shall terminate and the Parties shall be free to approach a Court of law.

Provided that these Rules shall be applicable only if:

- i) the dispute arose out of a contract, agreement or other defined legal relationship that has been successfully completed or is ongoing. No dispute arising out of a contract, agreement or other defined legal relationship that has been abandoned by either of the Parties would be covered under these Rules.
  - ii) the date of request for the conciliation is made during the Contract or within 6 months after the Contractual Delivery Date/ Contractual Completion Date or the extended CDD/CCD.
  - iii) the dispute involves claims of an amount not less than ₹ One Crore.
- b) The scope of Conciliation under these Rules shall encompass both domestic and international disputes of a private law nature, whenever/wherever a settlement is possible.
- c) Pendency of judicial or similar proceedings shall not constitute any bar on commencement of Conciliation proceedings under these Rules, even if the proceedings under these Rules are on the same subject matter/issue.
- d) During the pendency of the Conciliation proceedings, the Parties shall not initiate any judicial or similar proceedings in respect of the dispute which is the subject matter of Conciliation, and if any such proceedings have been initiated prior to the commencement of the Conciliation proceedings, the Parties shall maintain status quo in respect thereof as long as the Conciliation proceedings are pending.
- e) These Rules shall however not apply to dispute(s)/ claims which are barred by limitation, or which, by virtue of any law for the time being in force in India, may not be submitted to a Court or Conciliation.
- f) These Rules shall be subordinate to and supplementary to Part-III of the Arbitration and Conciliation Act, 1996 and the Act will prevail over the Rules to the extent of inconsistency, if any.

- g) These Rules are broad standard Conciliation procedures meant for a flexible, systematic, expeditious and amicable settlement of disputes and Parties may mutually agree in writing to make appropriate adjustments/ changes, and such mutually agreed departures/ deviations from any of these Rules shall not in any circumstances render a Conciliation proceeding or any Settlement Agreement reached pursuant thereto invalid, illegal or void.
- h) Subject to subsequent agreement between the Parties, Conciliation under these Rules may be invoked, even if Conciliation is not the prescribed dispute settlement mechanism or these Rules are not the prescribed Conciliation Rules under the relevant contract/agreement.
- i) Raising of any issue or point of dispute, by any Party in writing or otherwise in any communication (electronic or otherwise) between the Parties (without its resolution) shall not be considered as seeking Conciliation under these Rules, unless such Conciliation proceedings are formally invoked in writing under these Rules by a Party, stating clearly the subject matter in dispute/ difference and seeking the consent of the other Party(ies) for Conciliation. Every Conciliation shall commence only if the other Party(ies) accept(s) in writing its willingness to enter into Conciliation.

#### **4. Panel of Conciliators**

- a) HPCL shall, with the approval of Director (HR) of HPCL, prepare and maintain a Panel of Conciliators, consisting of persons having good standing in the field of Oil and Gas, Refineries, Marketing of Petroleum Products, Engineering and Projects, Law or Justice within sixty (60) days of these Rules coming into force. The Panel will be updated from time to time as required. The Director (HR) of HPCL may add any name to or delete any name from the Panel of Conciliators.
- b) The Conciliators in the Panel of Conciliators, shall be independent persons, who are not serving employees, or consultants or advisers of HPCL.
- c) Persons who have attained the age of 70 years will automatically cease to be on the Panel of Conciliators. In case where a Conciliator has been appointed and during the pendency of conciliation proceedings, he/she attains the age of 70 years, he/she will continue to be a conciliator till completion of the conciliation proceedings, whether by means of a Settlement or Termination of the Conciliation Proceedings or otherwise as provided under the Act.
- d) All the members of the Panel shall have equal status and parties will not have any right to challenge the appointment of a Conciliator on the ground that its nominee Conciliator has higher status than the other Conciliator.

- e) The following persons may be enlisted in the panel of Conciliators:-
- i. Retired Chairman & Managing Director, Retired Functional Directors of any Central Public Sector Enterprise in India.
  - ii. Independent experts in the field of Oil and Gas, Construction or Engineering and Projects (a) having minimum 25 years' experience; (b) being preferably registered with an institute of arbitration in India and (c) having experience of handled at least one or more arbitration or conciliation.
  - iii. Retired Judges of the Supreme Court of India & High Courts in India.
  - iv. Retired PSU employees of and above the level of Chief General manager of a Schedule 'A' PSU in India.
  - v. Legal practitioners/ Advocates having minimum experience of (a) 25 years post enrollment (in case of practicing advocates) in High Courts/ Supreme Court or (b) 25 years post qualification (in case of in house counsel).
- f) The Panel of Conciliators shall contain an Annexure, giving details of the qualifications of the Conciliators, including professional and technical experience.
- g) A person shall be empaneled as a Conciliator only after obtaining his consent to be so empaneled.
- h) A person in the Panel of Conciliators shall not be entitled to any monetary benefit or remuneration/fees or any other facility only by virtue of his/her name being in the Panel of Conciliators. He will be entitled for fees, etc. only when he/she is actually appointed as a Conciliator or forming a part of a SAC in relation to a specific dispute under these Rules. An appointment on the Panel of Conciliators under sub-rule (a) shall ordinarily be for a period of 3 (three) years from the date of appointment. Such period may be extended or curtailed at the discretion of HPCL.
- i) Removal of a person from the Panel of Conciliators shall not have the automatic effect of removal/withdrawal of the said person from an existing Conciliation Proceeding in which such person is acting as a Conciliator, unless the said Conciliator is removed specifically from the dispute in question.
- j) Disqualifications of persons as Conciliators and/ or removal:
- The following persons shall be deemed to be disqualified for being empaneled as Conciliators, and if already empaneled/ appointed, shall be liable to be removed:
- 1) A person who has been adjudged as insolvent or is of unsound mind or physically incapable of performing the work of a Conciliator.



- 2) A person against whom criminal charges are framed by a criminal court and are pending for final disposal or, who has been convicted by a criminal court/ Tribunal for any offence and a sentence of fine or imprisonment has been passed against him. (This will not include fines for petty cases like traffic violation or penalties given purely because the person held a particular office {like an occupier in a factory} provided he has no personal involvement in the same).
  - 3) A person against whom disciplinary proceedings have been initiated by the appropriate disciplinary authority and are pending or, has resulted in a punishment.
  - 4) A person against whom an adverse report/ remark is received from the Vigilance Department of HPCL or the CVC or CBI or the Government of India, which lends doubts as to the integrity of the person or otherwise makes him unsuitable to hold the position.
- k) Provided always that HPCL may, in its sole discretion, change the eligibility criteria or modify/ rescind any portion or the whole of these Rules or not include any person as a Conciliator in its Panel, without assigning any reasons and such decision shall not be called in question by any person/ party.

#### **5. Composition of the Conciliation Tribunal**

- a) Conciliator(s) shall be appointed by the mutual consent of the Parties from the Panel of Conciliators maintained by HPCL in respect of a particular dispute. There shall be a Sole Conciliator in Conciliation proceedings where the disputed claim (or all claims put together) is less than ₹ 5,00,00,000 (Rupees Five Crores). However, where the disputed claims are more than ₹ 5,00,00,000 (Rupees Five Crores), the Conciliation Tribunal shall consist of two Conciliators. In case of 2 Conciliators, each Party to the Dispute shall appoint one Conciliator each from the Panel maintained by HPCL.
- b) In case the Parties fail to agree on a Conciliator(s) from the Panel of Conciliators maintained by HPCL, the Parties shall be at liberty to mutually agree to appoint any other Conciliator(s), who is/are not in the Panel of Conciliators maintained by HPCL.
- c) The Conciliator(s), as and when appointed by the Parties for a specific Conciliation proceeding, shall constitute and function by the name and style of “Settlement Advisory Committee” or “SAC” in regard to the dispute(s) referred for Conciliation and shall conduct Conciliation proceedings under these Rules. The SAC can be of a sole conciliator or of 2 conciliators.
- d) When a person is approached in connection with his possible appointment as a Conciliator in respect of a specific dispute, he shall disclose any circumstances likely to give rise to justifiable doubts as to his impartiality or independence. A Conciliator, from the time of his appointment and throughout the Conciliation proceedings shall, without any delay, disclose any such circumstances to the Parties, unless they have already been informed of such circumstances. Such person shall not act or continue to act as a Conciliator if either Party objects to his so

acting or continuing to act due to the existence of such circumstances. Such circumstances shall include:

- An interest in or connection with the subject matter of the dispute,
  - A relationship with a party, including a relationship of lawyer and client.
- e) On the appointment of a Conciliator in respect of a specific dispute, the Conciliator shall give a Declaration as per **Schedule-A** of these Rules.
- f) If a Conciliator withdraws himself or he/she is removed by the Parties from a Conciliation Proceeding on the ground of continued absence for any three scheduled meetings/hearings or is otherwise unavailable for the Conciliation proceeding for no justifiable reason(s) or does not hold conciliation proceedings or cannot act further because of the objection of a party under sub-rule d) above or any reason which disqualifies him, the parties may appoint an alternative Conciliator in the same manner as contemplated herein.
- g) The appointment will take effect from the date of such intimation about the constitution of the Conciliation Tribunal.
- h) If any appointed Conciliator resigns or dies or is unable to perform his functions during the Conciliation, then HPCL may terminate the appointment of such Conciliator and inform him and the parties accordingly. The Parties shall take further steps to fill up the vacancy so caused as per 5(a) above.
- i) No person shall be appointed as a Conciliator in respect of more than three disputes at a time.

## **6. Commencement of Conciliation**

- a) HPCL or the Party who has entered into a contract of the nature stated in 3(a) above with HPCL, and who wishes to settle any dispute, shall serve a written notice/invitation for Conciliation Proceedings under these Rules, to the other Party. This will be done only after the normal official avenues of resolving disputes under any contract or existing practice are exhausted.
- b) A written notice/invitation for Conciliation proceedings shall, inter alia, contain the following details:
- i. Identity of the Party giving the written notice/invitation - name, official address, email address, contact number(s), official representative, etc.
  - ii. Specific consent of the party for Conciliation under these Rules.
  - iii. Name of proposed Conciliator(s) from the Panel of Conciliators maintained HPCL.
  - iv. Details of the contract, a brief description of the dispute which is sought to be settled through Conciliation, details of the amounts claimed and the total amount claimed.
  - v. A statement that there are no other issues or disputes.

- vi. Where a No Claims/Dues Certificate has been issued to HPCL, a statement that the claims are pertaining only to those items which have been specifically excepted and mentioned as exceptions in the said No Claims/Dues Certificate.
- vii. An undertaking that:
- No interest shall be claimed in any judicial or similar proceedings or during conciliation, for the period commencing from the date of written notice/invitation for Conciliation, upto the completion/ conclusion of the Conciliation by a Settlement Agreement or Termination or otherwise in terms of these Rules.
  - Not to initiate any judicial or similar proceedings in respect of the dispute mentioned in the written notice/invitation for Conciliation during the pendency of the Conciliation proceedings and, if any such proceedings have been initiated prior to the written notice/invitation for Conciliation, that the party agrees to maintain status quo in respect thereto during the pendency of the Conciliation proceedings.
- c) The Party receiving the written notice/invitation for Conciliation may, within 30 (thirty) days of receipt of the notice/invitation, accept the invitation for Conciliation wholly, or may accept the invitation only in respect of some claims mentioned in the written notice/ invitation and not in respect of the rest of the claims, or on the condition that its dispute/ claim(s) with the other party may also be settled through Conciliation under these Rules. Such limited or conditional acceptance shall constitute a counter-invitation for Conciliation. In case of a counter-invitation, the first Party shall within 15 (fifteen) days of receipt of the counter-invitation give its reply as afore-stated. The Party accepting the invitation for Conciliation or giving the counter-invitation for Conciliation, as the case may be, shall also comply with the requirements of sub-rule (b) above, to the extent applicable.
- d) If no reply under sub-rule (c) is received from the other Party, on whom written notice/invitation/counter invitation for Conciliation under sub-rule (a) or sub rule (c) has been served, the invitation/counter invitation for Conciliation may be treated as ‘rejected’.
- e) Conciliation proceedings under these Rules shall be deemed to commence on the day the party giving the invitation/counter-invitation for Conciliation receives a written intimation of acceptance of such invitation/counter invitation from the other party (Commencement). For Conciliation proceedings with more than two Parties, such proceedings shall be deemed to commence on the day the last intimation of acceptance of invitation/counter-invitation for Conciliation is received from a Party.
- f) If the Parties fail to agree on appointment of Conciliator(s) and constitution of SAC within 60 (sixty) days of the Commencement of the Conciliation proceedings as per sub rule (e) above or such extended time period as agreed between/amongst the Parties, whichever is longer, the efforts of dispute settlement through Conciliation shall be treated as ‘failed’.

**7. Conciliation Proceedings**

- a) Upon his appointment, the conciliator may request each party to submit to him a brief statement in writing describing the general nature of the dispute, the points at issue and the amount, if any, of the claim(s) and counter claim(s). Each party shall send a copy of such statement to the other party. At any stage of the conciliation proceedings the conciliator may request a party to submit to him such additional information as he deems appropriate.
- b) The SAC may, if it considers necessary, permit or request the Parties to submit further written statement(s) along with other documents/evidence in support thereof.
- c) The first meeting of the Parties shall be called by the SAC, after consulting the Parties involved, at a convenient date and time, within 10 (ten) working days of receipt of written statement mentioned in the preceding sub-rule (a) and sub-rule (b). During the first meeting, a tentative time-frame and broad work-schedule of the Conciliation proceedings shall be finalized by the SAC after due consultation with and consent of the Parties.
- d) The SAC shall, as much as possible, proceed with the Conciliation proceeding on an issue by issue basis, after proper identification of the relevant issues with the consent of the Parties.
- e) The SAC, with the consent of the Parties, may also call for material witness(es) to assist the Committee.
- f) Each Party shall send a copy of its communication, written submission and all other document(s) filed before the SAC to the other Party.
- g) Opportunity shall be given to the Parties during the Conciliation proceedings to openly and fearlessly express their views so as to enable the Parties to better understand and appreciate each other's viewpoints.
- h) It shall be open to the Parties or the Conciliator(s) to make any proposal or counter proposal for amicable settlement of the dispute at any time during the Conciliation proceeding. The SAC may also make such proposal after consulting and hearing the Parties.
- i) All the parties shall commit to participate in the proceedings in good faith with the intention to settle the dispute(s), if possible.

**8. Representation, venue and other broad principles**

- a) Advocates shall not be allowed to participate in the Conciliation Proceedings under these Rules and Parties shall plead their own cases.
- b) Parties shall, however be free to appoint their employees, officers, directors or in-house Law Officers to plead their own cases.

- c) Unless otherwise agreed between the Parties, Conciliation proceedings under these Rules may be held at the registered office of HPCL at 17, Jamshedji Tata Road, Churchgate, Mumbai-400020 or any other office of HPCL.
- d) Unless the parties have agreed upon the place where meetings with the conciliator are to be held, such place shall be determined by the conciliator, be convenient to both parties and take into consideration the circumstances of the conciliation proceedings.
- e) Equal opportunities shall be given to the Parties to express their views before the SAC and the SAC shall make utmost efforts to ensure that the Conciliation proceedings are conducted in a friendly and conducive manner.
- f) Representation of the Parties may be oral or in writing. Only if both Parties agree to in writing, then minutes of the meetings/hearings may be recorded in broad general terms, without however, recording adversarial submissions/ claims or stand of either party on the same, if any. Copies of such minutes of meetings shall be sent to the Parties within 7 (seven) working days of each meeting/hearing. No such minutes shall constitute any evidence as to the stand of either party and shall not be used in evidence before any Court of law. If Minutes are not agreed by either Party it shall not be made or issued. Only a record of Attendance of a meeting/ Attendance Sheet shall be made in such cases.
- g) Best efforts shall be made to ensure that Conciliation proceedings are conducted in a time-bound manner without, however, diluting procedural flexibility of such proceedings.
- h) The language of the Conciliation proceedings under these Rules shall be English.

**9. Role of Settlement Advisory Committee/ Conciliators**

- a) The Settlement Advisory Committee shall attempt to facilitate resolution of the dispute(s) by the Parties, and communicate the view of each party to the other, assist them in identifying issues, reduce misunderstandings, clarify priorities, explore areas of compromise and generate options in an attempt to resolve the dispute(s), emphasizing on the benefits of settlement.
- b) The SAC shall encourage the Parties to meet and discuss amongst themselves for an amicable settlement of the dispute(s) referred.
- c) The SAC shall be guided by the principles of objectivity, fairness and justice and shall assist the Parties in an independent and impartial manner to reach an amicable settlement of dispute(s).
- d) The SAC shall conduct Conciliation proceedings in conformity with these Rules and Part-III of the Arbitration and Conciliation Act, 1996 to the maximum extent possible, but shall be flexible with appropriate adjustments, whenever required or whenever the Parties make joint request.

- e) The broad approach of the SAC shall be speedy, efficient and amicable `settlement of disputes, without however diluting objectivity of approach, principles of natural justice and established principles of law.
- f) The SAC shall act more as facilitators, rather than as judges/umpires/arbitrators and shall not impose any view or terms of settlement on any of the Parties.
- g) The SAC may suggest to either of the Parties or both of them, the possible terms of a settlement for their consideration. If such possible terms of a settlement are given, then both parties shall comment on the same and after considering the comments, the SAC may offer a revised terms of settlement for consideration.
- h) Unless it is signed by both the Parties to the Dispute/ Conciliation, no “terms of settlement” which are proposed or commented upon, shall be binding upon either Party or held against it.

#### **10. Time Frame**

- a) The SAC shall attempt to dispose of the entire Conciliation proceedings within a time frame of 6 (six) months from the date of constitution of the SAC, but the same may be extended with the mutual consent of the Parties, for a period not exceeding 2 (two) months.
- b) Notwithstanding sub rule (a), a Settlement Agreement signed after the 8 (eight) months period stipulated in sub-rule (a) shall not become void or unenforceable merely because such agreement has been signed after the stipulated 8 (eight) months period.
- c) Notwithstanding sub rule (a), the SAC may terminate the Conciliation proceedings any time before the expiration of the 6 (six) months stipulated in sub-rule (a) if it is of the view that because of the vastly divergent, extreme and/or rigid views of the Parties or non-cooperation/ response of any one party or both parties or for any other substantial reason it is no longer possible or practicable to meaningfully conduct the Conciliation proceedings.
- d) The total number of meetings of the SAC/ hearings in a Conciliation proceeding shall not be more than 6 (Six), unless otherwise agreed between the parties in consultation with the SAC.

#### **11. Conciliator’s fee**

- a) Each Conciliator constituting the SAC shall be entitled to the following fees:-
  - i. a fee of ₹ 40,000/- (Rupees Forty Thousand only) for each hearing/meeting.
  - ii. a lump sum reading fee of ₹ 40,000/- (Rupees Forty Thousand only).
  - iii. a lump sum facilitation fee of ₹ 40,000/- (Rupees Forty Thousand only) if a draft Settlement Agreement is prepared by the SAC.
- b) Provided that the total fees payable shall not exceed a maximum of ₹ 4,00,000/- (Rupees Four Lacs only) per Conciliator per dispute (case referred for Conciliation) excluding service tax. This is unless otherwise agreed to in writing by both the Parties.

- c) In addition to the fees and expenses stated in sub-rule (a) above, the SAC shall be entitled to incur for themselves secretarial services at a lump sum amount of ₹25,000/- (Rupees Twenty Five Thousand only). The SAC/ Conciliators will make its own arrangements for secretarial services. The SAC/ Conciliators shall make their own local travel arrangements.
- d) If the Conciliation Proceedings are held at a place other than the location/ residence of the Conciliator (outstation visit), then each such Conciliator shall also be entitled for reimbursement of (i) actual rail/ air travel expenses, (ii) expenses for suitable Hotel Accommodation, (iii) meals and local travel on actual basis. The accommodation to the Conciliator(s) shall be provided at the guest houses of HPCL, where available.
- e) In all cases the fees and expenses of conciliation mentioned above shall be borne equally by the Parties. Further, the Parties shall pay and bear their respective share of the fees and expenses within 30 (thirty) days from the date of first meeting/ hearing, to the Conciliators as directed by the SAC or to such an account as may be designated by them. The process and payment stage can be agreed and varied by the consent of the Parties and the Conciliator(s).
- f) Final account towards fees, payment for secretarial services and other expenses of the Conciliation proceedings shall be reconciled and settled between the Parties and the SAC on the termination of the Conciliation proceedings. In case of signing of a Settlement Agreement, the fees and expenses as determined by the SAC as per these Rules shall be paid by the Parties within 30 (thirty) days of the signing the Settlement Agreement.
- g) In the event where the dispute does not involve any monetary claim or disputed amount cannot be quantified, then the Conciliator's fees will be a consolidated sum of Rs.3.00 lakhs inclusive of fees for hearing, study, facilitation, etc. Secretarial charges will be extra as per the above provisions.

## **12. Non-disclosure of Information**

When a Party to a Conciliation proceeding provides any information concerning any issue of dispute to the SAC subject to a specific condition that such an information is to be treated confidential, the SAC shall not disclose that information to the other Party.

## **13. Co-operation of Parties**

- a) The Parties shall, in good faith co-operate with the SAC and in particular will endeavor to comply with any request of the SAC to submit written materials, provide evidence, give clarification, attend meetings/hearings, etc.
- b) Conciliation being an amicable dispute settlement mechanism, the Parties shall not take adversarial roles, but instead make every possible effort to understand and appreciate the other Party's viewpoints without, however, diluting the correct factual position.

- 
- c) The Parties shall make every possible effort to render optimum co-operation for a speedy, efficient and mutually acceptable amicable resolution of disputes.
  - d) The Parties shall not in any manner make any attempt to unduly influence the Conciliation proceedings or the SAC by way of inducement in any form or manner and shall conduct themselves with full dignity, honesty and integrity.
  - e) Notwithstanding that any Conciliation Proceedings have commenced or continued between the Parties, no work shall be stopped by a Contractor merely because of the pendency of disputes before Conciliation. Every work including extra work shall have to be carried out and performed as per the terms of the contract, by a contractor irrespective of the pendency of conciliation proceedings.

#### **14. Agreement of Settlement**

- a) After discussing with and hearing the Parties involved, if the SAC is of the view that there exist circumstances for a settlement of the dispute, the SAC shall formulate the draft terms of a possible settlement and submit the same to the Parties for their consideration and comments.
- b) If any part of the draft terms of settlement is not acceptable to any of the Parties, further meetings/hearings shall be held for possible resolution till mutually acceptable terms are reached.
- c) When a settlement can be arrived at only in regard to any one or only some of the issues referred for Conciliation, an Agreement of Settlement may be signed in regard to the said issue(s), but not the others. Such a Settlement shall be binding on only that one or only some of the issues which are Settled and not the others, unless otherwise agreed upon in writing by both Parties.
- d) An Agreement of Settlement shall contain a statement to the effect that each of the person(s) signing: (I) is fully authorized by the respective Party he/she represents, (II) has fully understood the contents of the same, (III) is signing the same out of complete free will and consent, without any pressure or undue influence and (IV) the same shall be final and binding on and enforceable against the Party and the persons who(m) he represents.
- e) When an Agreement of Settlement is signed, the same shall be final and binding on the Parties and the persons claiming under/ through them respectively.
- f) The SAC shall authenticate the Agreement of Settlement. The Agreement of Settlement shall be made in 2 Originals – one each for the two parties. If there are more Parties, then every Party shall be given an original signed Agreement of Settlement and hence more originals shall be made.
- g) The settlement agreement shall have the same status and effect as if it is an arbitral award on agreed terms on the substance of the dispute, under Section 30 of the Arbitration and Conciliation Act, 1996.



**15. Confidentiality and Admissibility of Evidence in Other Proceedings**

- a) The SAC and the Parties shall keep confidential all information furnished, documents filed, evidence produced/adduced during the course of the Conciliation proceedings and the contents of any terms of settlement or draft Settlement Agreement or final Settlement Agreement, except where its disclosure is necessary for purposes of implementation and enforcement of the Settlement Agreement.
- b) Confidentiality under these Rules shall extend to proposals, alternative proposals, communications exchanged between/amongst the Parties, communications exchanged between any of the Parties and the SAC or any of the Conciliators (in case of multi Conciliator Committee), minutes of meeting/hearings, draft Settlement Agreement(s), expert opinions, evidence of witness etc. in relation to the Conciliation proceedings.
- c) Neither the Parties nor the Conciliator(s) shall rely upon or introduce as evidence or give testimony regarding any of the following in any arbitration, judicial or similar proceedings:
  - i. A proposal or alternative proposal by a party, or the willingness of a party to accept a proposal or alternative proposal during the Conciliation proceedings;
  - ii. Views expressed during the Conciliation proceedings in respect of a possible settlement of a dispute or the terms of a possible settlement or otherwise;
  - iii. Statements or admissions made by a party in the course of the Conciliation proceedings;
  - iv. Proposals or suggestions made or views expressed by the SAC;
  - v. A document prepared solely for purposes of the Conciliation proceedings.
- d) The above provisions on confidentiality and admissibility of evidence of the aforesaid material/matter shall also extend to any arbitration, judicial or similar proceedings relating to disputes, which are not the subject matter of the same Conciliation proceedings.
- e) No person who has been a part of the Conciliation proceedings including the Conciliator(s), a Party, witness, or any third party, shall, unless required by applicable law or unless the Parties agree otherwise in writing, give testimony in any arbitration or judicial or similar proceedings concerning any aspect of the Conciliation proceedings, except in respect of a Signed Settlement Agreement, if the veracity of the same is in question, doubt or challenge.
- f) Subject to the limitations contained in this Rule, evidence that is otherwise admissible in arbitration or judicial or similar proceedings does not become inadmissible merely as a consequence of it having been used in a Conciliation proceeding.

**16. Judicial or other Proceedings**

- a) During the course or pendency of a Conciliation proceeding under these Rules; the Parties shall not initiate or take any step to initiate any judicial or other proceedings in respect of a dispute, which is subject matter of a pending Conciliation proceeding and if any proceeding is already pending, then the Party(ies) shall ensure that the same is kept in abeyance/ withdrawn.

- b) Subject to the above sub rule (a), reference of any dispute to Conciliation under these Rules shall be without prejudice to any rights and interest of the Parties involved to resort to Court or judicial proceedings, in case the Conciliation proceedings fails or terminates.
- c) The Conciliation Proceedings under these Rules shall not be deemed to be Arbitration proceedings and any agreement for conciliation shall not be deemed to be an agreement between the parties for Arbitration.

#### **17. Personal Exemption of Conciliators**

- a) A Conciliator shall be given full immunity by both Parties and shall not be held liable for anything done or omitted to be done by him during the course of a Conciliation proceeding, whether by way of any civil or criminal action or otherwise howsoever. No Conciliator shall be summoned or presented by any party as a witness in any arbitration or judicial or similar proceedings in regard to any information received or action taken by him during the course of a Conciliation proceeding.
- b) No Conciliator shall be engaged by the parties in any arbitration or judicial or similar proceedings in respect of a dispute which is the subject matter of a Conciliation proceeding.

#### **18. Termination of Conciliation proceedings**

The Conciliation Proceedings are terminated:

- i. By the signing of the Settlement Agreement by the Parties, on the date of the Agreement;  
or
- ii. By a written declaration of the SAC, after consultation with the Parties, to the effect that further efforts at Conciliation are no longer justified, on the date of the declaration; or
- iii. By a joint written declaration of the Parties addressed to the SAC to the effect that the Conciliation proceedings are terminated, on the date of the declaration; or
- iv. By a written declaration of one party to the other Party (or other parties) and the SAC, to the effect that the Conciliation proceedings are terminated, on the date of declaration; or
- v. On the expiration of the time period specified in Rule 10(a) above for the completion of a Conciliation proceeding, or any agreed extension thereof by the Parties; or
- vi. On the non-payment of fees/expenses as specified under Rule 11 by a Party; or
- vii. On the failure of the Parties to appoint a Conciliator to constitute the SAC in accordance with these Rules.
- viii. On disqualification of a Conciliator who is part of the SAC.

#### **19. Miscellaneous**

The Management of HPCL may revise, amend or alter these Rules or the Schedule of Fees and other charges to be charged and paid as and when it may think necessary.

Any matter not covered in these Rules shall be in accordance with the provisions of Part-III of the Arbitration and Conciliation Act, and in general consonance with the intent of these Rules.

**SCHEDULE A**

**(To be used at the time of appointment of conciliator)**

**DECLARATION OF ACCEPTANCE AND INDEPENDENCE BY MEMBERS OF  
SETTLEMENT ADVISORY COMMITTEE**

**Ref: Conciliation between .....and..... arising out  
of contract/agreement (insert details) ..... dated.....**

I, the undersigned, do hereby agree to serve, as a member of the Settlement Advisory Committee in the referred case and hereby make the following declarations:

1. I am familiar with the requirements of the law, particularly the Arbitration and Conciliation Act,1996 and HPCL Conciliation Rules, 2018.
2. I am available to serve as a Member of the Settlement Advisory Committee and I am independent of any of the Parties involved in the referred Conciliation proceeding and have no interest – business, financial or otherwise - in any part of the contract/Agreement under reference or subject of the Conciliation proceeding. I am not related to either of the two parties as a serving employee or consultant or Director or Legal Adviser or a substantial shareholder or being a close relative of the owner of either party or in any other manner which will affect my independence or impartiality.
3. I have not dealt earlier with the contract under reference or the subject matter of the Conciliation proceeding in any manner or capacity, which could compromise my ability, independence or impartiality to resolve the dispute(s).
4. In future I will not act as an arbitrator or as a representative or counsel of any Party in any arbitration or judicial or similar proceedings in respect of the dispute which has been referred and which is the subject matter of the Conciliation proceedings.
5. The fees and other facilities for conciliation, offered to and accepted by me will remain fixed and under no circumstances will there be any demand from me for any alteration or change or increase therein, under any nomenclature.

Date:

(Signature)

Name:

Address:

## Miscellaneous

- a. HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. Decision of HPCL in this regard shall be final and binding on the bidder.
- b. HPCL shall follow Purchase Preference / Price Preference as per prevailing guidelines of Government of India
- c. This Tender is not transferable. All enclosed tender documents along with the Annexures / Attachments will form part of the tender.
- d. The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender.
- e. Payment of bills shall be tendered to the contractor in electronic mode (epayment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank Account (mandate) to which the payments will be routed . Corporation reserves the right to make payment in any alternate mode also.
- f. Corporation reserves the right to take action as deemed fit which is inclusive of placing the tenderer under suspension / holiday for a period as decided by the Corporation, in case of withdrawal of offer at any stage, non - acceptance of LOA / PO or non - execution of order or any other breach of tender terms and conditions.
- g. In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.

**The guidelines for Holiday Listing as adopted and available on HPCL website shall be applicable to all tenders floated and all Purchase Orders/Contracts placed by HPCL.**

**RECOVERY OF SUMS DUE:-** Whenever any claim against the Vendor for payment of a sum of money arises out of or under the contract, the Corporation shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Vendor under this or any other

contract with the Corporation and should this sum be not sufficient to cover the recoverable amount, the Vendor shall pay to the Corporation on demand the balance remaining due.

**LD Clause/ Price Reduction :** - This is to clarify that applicable GST shall be charged extra on LD amount determined under this clause.

In the event of any dispute or difference relating to the interpretation and application of the provisions of this contract between the Parties, all such disputes or differences shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No:4(1)2013- DPE(GM)/FTS-1835 dated 22/05/2018 and any clarifications/amendments/ revisions made by the DPE in this regard.”

HPCL does not guarantee execution of entire quantity of all or any items of this bid during the contract period. HPCL may allow (or ask) the successful bidder to execute either some or entire items of its either full or part quantity as per HPCL's sole discretion.

Successful bidder will not put any claim to execute the entire quantity of items or entire PO value during the contract period. HPCL will allow the successful bidder to execute either some or entire items (either full or part quantity) of the PO as per HPCL's requirement. The successful bidder will not seek any reason from HPCL regarding any partial requirement and therefore partial execution of the PO values or partial quantity of either some or entire items of the PO.

Successful bidder can not execute the partial or full quantities/PO value as per his own discretion. The successful bidder should execute the partial or full quantities/PO value as per direction or instruction of HPCL during the contract period.

The successful bidder shall obtain GeM Seller ID and communicate the same to respective procurement entity, in order to enable HPCL to place order.

Non acceptance of commercial terms and conditions may result in rejection of your offer, or suitable commercial loading.

In case any deviations sought by bidder is accepted by HPCL, HPCL reserves the right to suitably load the bidder for evaluation purpose only.

HPCL reserves the right to reject offers not meeting its Technical requirements and commercial conditions.

For any clarification you may post queries online well before the query end date on the eproc portal. No queries shall be entertained thru emails / telephone.

**BID CLARIFICATIONS/AMENDMENTS BY HPCL** - HPCL may issue clarifications / amendments in the form of addendum / corrigendum 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 in their bid. Bidder shall follow the instructions issued along with addendum/corrigendum.

Online queries can be posted on e-proc site till the cut off time mentioned in the tender calendar. Only queries posted online up to specified time in tender calendar shall be entertained and the replies / clarification(s) shall be posted on the message board at e-proc site.

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.

**DEVIATIONS TO TENDER REQUIREMENTS** The bidders are required to submit offers strictly as per the terms and conditions/specifications given in the Bidding Document and not to stipulate any deviations. The offer of bidders stipulating deviations to any of the following terms/conditions will not be considered for priced bid opening. However, HPCL reserves the right to give opportunity to bidder for withdrawal of deviation to the following clauses. In case, bidders refuse to withdraw the deviation against following clauses, the offers shall be rejected without any further correspondence with them i) Suspension & Termination ii) Force Majeure iii) Scope of work & Specifications iv) Retention Money & PBG v) Arbitration vi) Integrity Pact vii) Firm Prices viii) Price change/ implication by the bidder unilaterally after submission of bid.

In case Bidders wish to stipulate any deviation to Bidding Document requirements other than those stated above, they shall indicate the same in the Bid form provided at the e-proc site for this purpose. Bidder shall note that clarification/queries/deviations mentioned elsewhere in the offer shall not be given any cognizance. However HPCL reserves their right to reject bids containing deviations to any of the Bidding Document stipulations.

At HPCL no representatives will be entertained. Proprietors/directors only will be allowed for any query/discussion.

### **Usage of TReDS Platform by MSE Vendors**

The Government has introduced Trade Receivable e-Discounting System (TReDS) which is a platform approved by the Reserve Bank of India specially for Micro, Small and Medium Enterprises (MSMEs) to ease and facilitate constraints faced by them in obtaining adequate working capital finance, particularly in terms of their ability to convert their trade receivables into liquid funds.

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

- Invoice Mart (A. TReDS Ltd)
- M1 Exchange (Mynd Solutions)
- RXIL (Receivables Exchange of India Ltd)

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

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

**GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY**

**1. PRELIMINARY**

- 1.1 This is a Contract for execution of job as defined in tender document at the specified location
- 1.2 The tenderer for the abovementioned supply is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned (digitally) is authorized to submit the bid on behalf of tenderer.
- 1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the job mentioned under item 1.1 above.
- 1.4 It is the clear understanding between Hindustan Petroleum Corporation Limited and the tenderer that in case the bid of tenderer is accepted by Hindustan Petroleum Corporation Limited and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.
- 1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Items shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.
- 1.6 Special conditions of Contract : The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/ Engineer-in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable.

It is the clear understanding that wherever it is mentioned that the Contractor shall do/perform a job and/or provide facilities for the performance of the job, the doing or the performance or the providing of the facilities is at the cost and expenses of the Contractor not liable to be paid or reimbursed by the Owner.



**1.7 The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence**

1. Contract Agreement
2. Detailed Letter of Acceptance along with its enclosures
3. Letter of Award / Fax of Acceptance
4. Job Specifications (specific to particular job only)
5. Drawings
6. Special Conditions of Contract
7. Technical Specifications
8. Instructions to Bidders
9. General Conditions of Contract
10. Other Documents

Any amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its annexures

**2. DEFINITIONS**

- a. The following expressions used in the Purchase Order shall have meaning as indicated against each of these:
- b. The CORPORATION means HINDUSTAN PETROLEUM CORPORATION LIMITED, a company incorporated in India having its registered office at 17, Jamshedji Tata Road, Mumbai- 400 020 and shall include its successors and assignees.
- c. "Goods / Materials": Goods and/or Materials shall mean any of the articles, materials, machinery, equipments, supplies, drawings, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified to complete the order.
- d. "Vendor / Seller / Supplier": Vendor / Seller / Supplier shall mean the person, firm or corporation to whom this Purchase Order is issued.
- e. "Contractual Delivery Date": Contractual Delivery date is the date on which goods shall be delivered F.O.R/F.O.T. Despatching Point/ Destination in accordance with the terms of the Purchase Order. This contractual delivery date / period is inclusive of all the lead time for engineering, procurement of raw materials, manufacturing, inspection, testing, packing and any other activity whatsoever required to be accomplished for affecting the delivery at the agreed delivery point.
- f. "Inspectors": Inspectors deputed by Corporation.
- g. 'Total Order Value' means:-
  - i. For Material Supply Contract: - The basic cost excluding taxes, duties, levies, freight etc. unless and until specifically mentioned in the purchase order.
  - ii. For Lump sum / Turnkey contract: - The total cost & all other cost inclusive of taxes, duties, levies, freight etc.

- h. 'Total Order Value' shall be considered for the purpose of calculation of:
  - 1. Price reduction on account of delay
  - 2. Performance bank Guarantee Amount
  - 3. Payment of advance, if any to be made.
- i. **Note:** - The total order for levy of Price Reduction on account of delay shall include all types of escalation (including on account of Foreign Exchange Variation) agreed to in terms of Purchase Order.

**3. REFERENCE FOR DOCUMENTATION**

Purchase Order number must appear on order confirmation, correspondence, drawings, invoices, shipping notes, packings and on any documents or papers connected with the order.

**4. CONFIRMATION OF ORDER**

The Vendor shall acknowledge the receipt of the Purchase Order within ten days following the mailing of this order and shall thereby confirm his acceptance of this Purchase Order in its entirety without exceptions. The acknowledgment will bear on both purchase order and General Procurement Conditions.

**5. SALES CONDITIONS**

With Vendor's acceptance of provisions of this Purchase Order, he waives and considers as cancelled any of his general sales conditions.

**6. COMPLETE AGREEMENT**

The terms and conditions of this Purchase Order shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of the Corporation and the Vendor.

**7. INSPECTION-CHECKING-TESTING**

- a. The equipment, materials and workmanship covered by the Purchase Order shall be subject to inspection and testing at any time prior to shipment and or despatch and to final inspection within a reasonable time after arrival at the place of delivery. Inspectors shall have the right to carry out the inspection and testing which will include the raw materials at manufacturer's shop, at fabricator's shop and at the time of actual despatch before and after completion of packing.
- b. All tests, mechanical and others and particularly those required by codes will be performed at the Vendor's expenses and in accordance with Inspector's instructions. The Vendor will also bear the expenses concerning preparation and rendering of tests required by Boiler Inspectorate or such other statutory testing agencies or by any other reputed inspection agencies as may be nominated by the Corporation.
- c. Before shipping or despatch, the equipment and or materials will have to be checked and stamped by inspectors who are authorized also to forbid the use and despatch of any equipment and/or materials which during tests and inspection fail to comply with the specifications, codes and testing requirements.

- d. The vendor shall inform the Corporation at least eight days in advance of the exact place, date and time of rendering the equipment or materials for required inspection.
- e. The vendor shall provide free access to inspectors during normal working hours at Vendor's or his/its sub-Vendor's works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.
- f. Even if the inspections and tests are fully carried out, Vendor would not be absolved to any degree from his responsibilities to ensure that all equipments and materials supplied comply strictly with requirements as per agreement both during construction, at the time of delivery, inspection, on arrival at site and after its erection or start-up and guarantee period as stipulated in clause 30 hereof.
- g. The Vendor's responsibility will not be lessened to any degree due to any comments made by the Corporation and Inspectors on the Vendor's drawings or by Inspectors witnessing any chemical or physical tests.
- h. In any case, the equipment and materials must be in strict accordance with the Purchase order and/or its attachments failing which the Corporation shall have the right to reject the goods and hold the Vendor liable for non-performance of contract.

**8. OFFICIAL INSTITUTIONAL TESTING**

- a. In addition to testing and inspection by Inspectors mentioned above, nominated agencies or similar institutional agencies like Boiler Inspectorate may be assigned for official testing of all coded equipment. The Vendor shall ensure that all Procedures for preparation and Performance of tests prescribed by such Institutions shall be completed scrupulously.
- b. The Vendor is required to send to such Institutions as may be designated by the Corporation at least three sets of construction drawings for each equipment and calculations. All manufacturer's mill's tests certificates and analytical reports from material laboratories in respect of all raw materials and components employed shall have to be presented to such institution's Inspectors in the number of copies required. Vendor shall be responsible for any delay in submission of necessary certificates. The Vendor shall maintain close liaison with the Corporation and Institution's Inspectors to maintain schedule and delay, if any in this process will not be taken into consideration as a cause of Force Majeure.

**9. WEIGHTS AND MEASUREMENTS**

- a. All weights and measurements recorded by the Corporation on receipt of goods at site will be treated as final.
- b. Vendor's shipping documents and invoices must contain the following data:
  - i. Unit net weight
  - ii. Unit gross weight (packing included)
  - iii. Dimensions of packing.

**10. DESPATCH INSTRUCTIONS**

- a. Unless otherwise specifically advised in writing, goods shall not be despatched without prior inspection, testing and Release Order / Materials Acceptance Certificates issued by Inspectors.

- b. In case despatch by rail is specified in the Purchase Order, vendor shall exercise due care and ensure that the consignment shall be booked under appropriate railway classification, failing which, any additional freight incurred by Corporation due to Vendor's booking the material under a wrong classification shall be to Vendor's account.
- c. The goods shall be consigned in the name of consignee as applicable.
- d. Corporation's warehouse is open to receive stores between 9.00 A.M and 3 P.M on all working days. No goods will be accepted after 3.00 P.M.
- e. Corporation reserves the right to advise any change in despatching point / destination and / or mode of transport, as may be required. Any extra expenditure on this account supported by documentary evidence will be reimbursed by the Corporation.

#### **11. OILS & LUBRICANTS**

The first filling of oils and lubricants, if any, required for every equipment shall be included in the price and appropriate products manufactured by the Corporation (HPCL) shall be used. The Vendor shall also recommend the quality / quantity of oils and lubricants required for one-year continuous operation.

#### **12. SPARE PARTS**

- a. The Vendor must furnish itemised price list of spare parts indicating quantity, unit rate & total rate required for two years operation of the main equipment and prime movers also, if mentioned in the tender.
- b. The Vendor shall provide the necessary cross sectional drawing to identify the spare parts numbers and their location as well as inter-changeability chart.

#### **13. PACKING AND MARKING**

- a. The Materials shall be suitably packed for safe transportation till receipt at site and should be commensurate with best possible practices of packing, unless specifically stipulated in the Technical specifications, to avoid any damage during transit.
- b. All fragile and exposed parts shall be packed carefully and the package shall bear the words '**HANDLE WITH CARE**', '**THIS SIDE UP**' and '**FRAGILE**'.
- c. All holes and openings and also other delicate surfaces shall be carefully protected against bad weather. All threaded fittings shall be greased and provided with plastic caps. All small pieces shall be packed in cases.
- d. The Supplier shall be liable for all damages or breakage to the Materials due to defective or insufficient packing as well as for corrosion due to insufficient protection.
- e. Detailed packing list in waterproof envelope shall be kept in each package together with material and one copy of packing list shall be fastened outside the box in waterproof envelope.
- f. Each package shall be marked in bold letters on the external three surface of the package as follows:

- i. From: Address of Supplier / Sub-supplier.
- ii. For: Hindustan Petroleum Corporation Ltd. \_\_\_\_\_(location)
- iii. Item:
- iv. Package No. : \_\_\_\_\_of total packages
- v. Dimensions: \_\_\_\_\_(Dimensions of each package)
- vi. Weight: \_\_\_\_\_(Weight of each package)
- vii. Special Instruction for storage, if any.
- viii. Special unloading arrangements, if required, shall be clearly mentioned in the Packing List.
- ix. All packages containing the following items shall be packed separately as ordered and shall have additional clear marking for identification.
  1. Mandatory Spares.
  2. Commissioning Spares.

#### **14. SHIPMENT AND SHIPMENT NOTICES**

- a. The Vendor shall make shipment only after prior approval by Inspectors whenever specifically mentioned. In the event of the Vendor having been advised to hold shipments(s) for any reason whatsoever the Vendor shall hold the materials in his / its warehouse for at least 30 days without any compensation; or without prejudice to any reduction in price already accrued on account of delay.
- b. Within 24 hours of shipment, Vendor shall inform despatch particulars to Corporation by fax / courier / email.
- c. The Vendor shall carefully note the destination of materials.
- d. The demurrage or other expenses incurred owing to any negligence, delay, default on the part of the Vendor will be to Vendor's account.

#### **15. CONTROL REGULATIONS**

The supply, despatch and delivery of goods shall be arranged by the Vendor in strict conformity with the statutory regulations including provision of Industries (Development and Regulation) Act 1951 and any amendment thereof as applicable from time to time. The Corporation disowns any responsibility for any irregularity or contravention of any of the statutory regulations in manufacture or supply of the stores covered by this order.

#### **16. TRANSIT RISK**

Transit Risk insurance shall be covered by the Corporation. The Vendor shall advise the despatch particulars to Corporation immediately after shipment.

#### **17. RESPECT FOR DELIVERY DATES.**

Time of delivery as mentioned in the Purchase Order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Corporation. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order for their delivery.

**18. PRICE REDUCTION FOR DELAYED DELIVERY**

In case of delayed delivery, prices will be reduced @1/2% of the total basic order value for every week of delay or part thereof subject to a maximum of @5% of the total basic order value.

NOTE :

- a. Price Reduction shall be applicable only on the basic cost and on Full complete week (s) and for fractional days Price reduction shall be applicable on pro-rata, if any.
- b. Initially Price Reduction shall be applicable for total basic order value and final Price Reduction settlement to be on undelivered portion in the contractual delivery period.

**19. FORCE MAJEURE**

Circumstances leading to force majeure

**(a)** act of terrorism;

**(b)** riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

**(c)** ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

**(d)** epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

**(e)** freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- Notification of Force Majeure

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

- Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty-five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

- Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.

## **20. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT**

- a. In case the testing and inspection at any stage by Inspectors reveal the equipment, material and workmanship do not comply with specification and requirements, the same shall be removed by the Vendor at their / its own expense and risk within the time allowed by the Corporation. The Corporation shall be at liberty to dispose of such rejected goods in such manner as they may think appropriate. In the event the Vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the Corporation for such disposal shall be to the account of the Vendor. The freight paid by the Corporation, if any, on the inward journey of the rejected materials shall be reimbursed by the Vendor to the Corporation before the rejected materials are removed by the Vendor.
- b. The Vendor will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the Corporation. The time taken for replacement in such event will not be added to the contractual delivery period.

## **21. TRANSFER OF PROPERTY FROM THE VENDOR TO THE CORPORATION**

- a. The transfer of property shall be deemed to have taken place as follows subject to the provisions herein contained:
  - i. Exworks: when the vendor places the goods at the disposal of the buyer at the vendor's premises or another named place (i.e. works, factory, warehouse, etc.)
  - ii. F.O.R. or F.O.T despatch point: On handing over the equipment to the carrier against receipt and such receipt having been passed over to the Corporation.
  - iii. FOT / FOR destination station: On taking delivery from the transporters/railways at the destination station.

- iv. Equipment sent freight carriage paid to the project Site: On arrival under lifting hook at the job site.
- v. Equipment erected by the Vendor: On temporary acceptance at job site.
- vi. Equipment commissioned by the Vendor: On taking over by the Corporation for regular operation after test runs at maximum capacity for specified period satisfactorily performed.

**22. PRICE**

- a. Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.
- b. Price shall be exclusive of GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess, which are leviable by law on sale of finished goods to Corporation. The nature and extent of such levies shall be shown separately.
- c. Anti-Profiteering Clause – GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.

**23. TAXES & DUTIES:**

- a. GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess as applicable shall be reimbursed for the materials consigned to Corporation as per limits indicated in the offer against documentary evidence to be furnished by the supplier. Corporation shall pay only those taxes, duties and levies as indicated by Supplier at the time of bid submission/as agreed subsequently prior to opening of priced bids). Taxes/duties and/or levies not indicated by supplier in bid, but payable, shall be to Supplier's account. In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable) Customs Duty and applicable Cess indicated with reference to limits mentioned in the offer/bid or new taxes/duties/levies imposed by the Indian Government through Gazette notification after the date of submission of last Price Bid but prior to contractual delivery date, the Corporation shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.
- b. Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to Corporation on account of supplier's failure to avail concessions shall be borne by Supplier.
- c. The vendor shall comply with all the provisions of the GST Act/Rules/ requirements like providing of tax invoices, payment of taxes to the authorities with in the due dates, filing of returns with the due dates etc. to enable HPCL to take Input Tax Credit. In case of imports, vendors shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.



- 
- d. In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)
  - e. Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied accrued to the Corporation on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

**24. CUSTOMS DUTY (CD) VARIATION**

- a. The prices mentioned in offer are subject to Customs Duty (CD) variation. In case of any increase in rates of Customs Duty, IGST and applicable Cess by the Indian Government through Gazette notification after the submission of last priced offer but within the time schedule for import of materials, as mentioned. Corporation shall reimburse the increase in taxes and duties at actuals against satisfactory supporting documents.
- b. All downward variations in the rates of all such duties shall be to Corporation's account and same shall be calculated on actual CIF value of imported materials subject to the limit mentioned. Supplier shall submit all relevant documents to Corporation for the proof of duty paid by them within one month from the date of Bill of Entry (BOE).
- c. Custom Duty variation shall be paid by Corporation up to the limit of maximum CIF value of imported components as indicated in the offer.
- d. Rate of Custom Duty along with tariff number considered by Supplier in the prices shall be indicated in the offer.

**25. FOREIGN EXCHANGE (FE) VARIATION**

- a. The CIF value in Indian Rupees / Foreign Currency to be declared should cover the currencies of the countries from which import of materials / components are envisaged to administer foreign currency variation.
- b. The FE variation will be paid for if imports are made at the listed currency subject to ceiling limit.
- c. The list of foreign currency, country of origin, ceiling of foreign value of import envisaged against each item of materials / components for import and rate of conversion into Rupees envisaged to be furnished in the tender. The period within which import shall be made after placement of LOI (i.e. Contractual Completion date of imports, herein after called CDD) shall also be indicated in the offer.
- d. For reimbursement of foreign exchange variation, documentary evidence like bank certificates of remittance showing the date of payment and rate of foreign currency to Indian rupees to be furnished along with a copy of bills of entry duty attested by Customs department. All downward variations in conversion rate will be to Corporation's account.
- e. Variation will be paid only if imports are made within the period as specified in offer for import. For imports made beyond that period, foreign currency variation will be paid based on the conversion rates prevailing on the last date of period of agreed to for imports. The last date for imports agreed will be the import landing date in India envisaged by Bill of Entry.
- f. Bidder shall indicate the maximum CIF component along with currency of import. In case supplier imports less than the CIF value indicated in the bid, Duty. FE variation etc. shall be reimbursed only for the actual import carried out.

- g. Foreign exchange variation, if any, downward or upward, will be paid only if imports are made within the agreed completion period.
- h. For the purpose of Foreign Exchange variation reimbursement, State Bank of India (SBI) selling rate applicable on the bill of entry date or SBI selling rate on Bank remittance date or actual remittance rate, whichever is lower shall be considered. The following clause also to be considered.
- i. The BOE date may fall within Contractual Completion Date or beyond, it has already been stipulated as above conditions that no reimbursement for FE / CD variation will be paid if the actual import is beyond Contractual completion date. In such a case, the variation reimbursement will be restricted to the difference between the rate quoted in the tender and the lower of the following:
  - i. The actual remittance rate.
  - ii. SBI Bill selling rate on the date of CDD.

## **26. TERMS OF PAYMENT**

- a. The following payment terms shall be applicable:
  - i. 75% of the bill amount duly recommended by user on receipt of materials / docs. at HPCL shall be paid within 7 days of receipt of bill.
  - ii. Balance 25% to be paid after verification/ certification within 15 days of receipt of bill. However, the final bill payment will not exceed 30 days.
- b. HPCL has taken the initiative to expedite the payment to vendors through e-payment. Hence confirm that you have filled the HPCL bank mandate for e-payment.
- c. Payment against invoice shall be made on receipt of equipment/materials at site against submission of following documents along with your Bill/Invoice:-
  - i. Delivery Challan / Lorry Receipt.
  - ii. Manufacturer's Test Certificate
  - iii. Inspection/Clearance report
  - iv. Manufacturer's Guarantee Certificate
  - v. Performance Bank Guarantee for 10% Basic Order Value
  - vi. Any other document specified in the Purchase Order.
- d. The financial settlement of Vendor's invoice is liable to be withheld in the event the Vendor has not complied with submission of drawing data and such documentation as called for in the Purchase Order and/or as required otherwise.
- e. HPCL will furnish their approved format for bank guarantee/ indemnity bond for all the advance payments directly to vendor along with FOA/ PO, wherever applicable.
- f. In case of delayed supplies, bills will be paid after recovering the amount as per price reduction clause of the P.O.
- g. All bank guarantees shall be non revocable and from a bank in India from the list of banks whose bank guarantees are acceptable to the Corporation (list enclosed) and as per HPCL's proforma.

- h. PBG shall be valid till expiry of guarantee period. All other Bank Guarantees shall be valid till contractual completion period, unless otherwise specified. All bank guarantees shall have a claim period of 1(one) month after expiry date of bank guarantee.

**27. RECOVERY OF SUMS DUE**

Whenever any claim against the Vendor for payment of a sum of money arises out of or under the contract, the Corporation shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Vendor under this or any other contract with the Corporation and should this sum be not sufficient to cover the recoverable amount, the Vendor shall pay to the Corporation on demand the balance remaining due.

**28. CHANGES**

The Corporation has the option at any time to make changes in quantities ordered or in specification and drawings. If such changes cause an increase or decrease in the price or in the time required for supply, an equitable adjustment under this provision must be finalised within 10 days from the date when change is ordered.

**29. CANCELLATION / RISK PURCHASE CLAUSE:**

- a. The Corporation reserves the right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part with a written notice to the vendor if:
- i. The vendor fails to comply with the terms of this purchase order.
  - ii. The vendor fails to delivery the goods on time and / or replace the rejected goods promptly.
  - iii. The Vendor becomes bankrupt or goes into liquidation.
  - iv. The vendor makes a general assignment for the benefit of creditors.
  - v. A receiver is appointed for any of the property owned by the vendor.
- b. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the Purchase Order and matters connected with it. The vendor is aware that the said goods
- are required by the Corporation for the ultimate purpose of materials production and that non delivery may cause loss of production and consequently loss of profit to the Corporation.
- c. Therefore, in case of Termination of the contract, Corporation shall have the right to carry out the unexecuted portion of the supply/work either by themselves or through any other vendor(s)/contractor(s) at the risk and cost of the vendor/contractor. In view of paucity of time, Corporation shall have the right to place such unexecuted portion of the supply/work on any nominated vendor(s)/contractor(s). However, the overall liability of the vendor/Contractor shall be restricted to 100% of the total contract value.
- d. The provision of this clause shall not prejudice the right of the Corporation from invoking the provisions of clause "Delayed Delivery" as a fore said.

**30. PATENTS AND ROYALTIES**

On acceptance of this order, the Vendor will be deemed to have entirely indemnified the Corporation from any legal action or claims regarding compensation for breach of any patent rights.

**31. PERFORMANCE GUARANTEE**

- a. 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, you will 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. You will furnish performance Bank Guarantee in favour of HPCL issued by a bank from the list of banks whose bank guarantees are acceptable to the Corporation (list enclosed) for 5% value of the material supplied and valid during the above guarantee period.
- b. Composite PBG valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).

Quantum of Performance Bank Guarantee inclusive of Security Deposit should be as follows:

- All items (other than CVR items) : 5% of PO value
- For CVR items: r 10.0 lakhs or 5% of the order value whichever is lower.

Composite PBG of above value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money of 5 % from each bill); Such composite PBG shall be valid upto a period of 3 months beyond the expiry of defect liability period.

**32. NON WAIVER**

Failure of the Corporation to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any right or remedies or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Corporation to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by the Corporation act as waiver of the terms hereof.

**33. NON ASSIGNMENT**

The Purchase Order shall not be assigned to any other agency by the Vendor without obtaining prior written consent of Corporation.

**34. PART ORDER/ SPLIT ORDER / REPEAT ORDER**

Vendor hereby agrees to accept part orders, split order at Corporation's option without any limitation whatsoever and also accept repeat order up to 100% of each item during a period of 12 months after placement of purchase order at the same unit prices, terms and conditions.

**35. VENDOR'S DRAWINGS AND DATA REQUIREMENT**

The Vendor shall submit drawings, data and documentation in accordance with but not limited to what is specified in the requisition and / or in Vendor drawings and data form attached to the Purchase Order as called for in clause 8, viz, 'Expediting' above. The types, quantities and time limits of submitting this must be respected in its entirety failing which the Purchase Order shall not be deemed to have been executed for all purposes including settlement of payment since the said submission is an integral part of Purchase Order execution.

**36. TECHNICAL INFORMATION**

- a. Drawings, specifications & details shall be the property of the Corporation and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of the Corporation.
- b. The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue or as a result of the implementation of this Purchase Order to any person, firm or body or corporate authority and shall make all endeavours to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the Vendor by the Corporation shall at all times remain the absolute Property of the Corporation.

**37. SERVICES OF VENDOR'S PERSONNEL**

Unless otherwise specified in the PO, services of vendor's personnel shall be made within two weeks advance notice and the Vendor shall depute the necessary personnel to site for supervision of erection and start up of the equipment and train a few of the Corporation's personnel for the operation and maintenance of the equipment if required, by the Corporation. The terms and conditions for the services of the Vendor shall be mutually settled.

**38. VENDOR'S LIABILITY**

The Vendor's workmen or employees shall under no circumstances be deemed to be in Corporation's employment and the Vendor shall hold himself responsible for any claim or claims which they or their heirs, dependents, personal representatives may have or make for damages or compensation for anything done or committed to be done in the course of carrying out the work covered by this Purchase Order, whether arising on Corporation premises or elsewhere and agrees to indemnify the Corporation against any such claim or claims if made against the Corporation and all cost (as between attorney and client) of proceedings, suits or action which the Corporation may incur/sustain in respect of the same. The Vendor shall also procure and keep in force at his own cost comprehensive Automobile Liability insurance for adequate coverage in respect of all his vehicles visiting or plying in project premises. The Vendor shall also be responsible for compliance of existing laws in respect of their workmen and employees. Extent of Liability shall be read in conjunction with clause no. 28 above.

**a. LIMITATION OF LIABILITY**

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

**ANNEXURE 1B: GENERAL TERMS &  
CONDITIONS FOR SUPPLY**

**39. CORPORATION'S MATERIAL**

- a. Corporation's material shall be delivered to the Vendor against submission of Bank Guarantee for indemnifying the full value there of strictly in the manner and as per proforma of bank Guarantee approved by the Corporation.
- b. Wherever possible the material shall be consigned to Vendor's siding. In the event the Vendor does not have any siding, materials shall be consigned to the Public siding / goods depot to be specifically confirmed by Vendor Loading / Unloading and any handling from the siding / destination shall be arranged by the Vendor at his responsibility and cost.
- c. The Vendor shall give a firm and binding list of Corporation issue materials and the desired schedule of its delivery to Shop floor strictly in accordance with the sequence of fabrication vis-à-vis the contract delivery period.
- d. Unused material or scrap from material supplied by the Corporation to the Vendor shall be returned by the Vendor to the Corporation or if the Corporation so directs, the Vendor may dispose of the same by sale or otherwise on such terms and conditions as the Corporation may stipulate and the Vendor shall pay to the Corporation the sale proceeds of the material so disposed by sale deducting there from expenses incurred by the Vendor on such sale, the quantum of such deduction to be mutually agreed upon in advance between the Corporation and the Vendor.

**40. GUARANTEE FOR SPARE PARTS:**

- a. The seller shall undertake that before going out of production of the spare parts he will give adequate advance notice to the Procurement so that the latter may order his requirements of spares in one lot if so desires .
- b. The seller shall further guarantee that if he goes out of production of spare parts , then he will make available blue prints , drawings of spare parts and specification of materials at no extra cost to the Procurement , if and when required in connection with the equipment to enable the procurer to fabricate or procure spare parts from other source.
- d. The provision of this clause shall remain effective and binding upon the seller even after the completion or expiry of the order and till the plant / machinery / equipment / instrument supplied under the order is in use by the procurer.

**® 41. DISPUTE RESOLUTION**

**(A) Discussions and Resolution**

- (i) The parties shall attempt to resolve all dispute and difference arising out of or relating to this contract through negotiations in good faith. If any dispute or difference remains unresolved, then all such unresolved disputes or differences shall be referred to the Executive Director/SBU Head of HPCL of the concerned department and the Director/ Owner / authorized Senior Official of the contractor/supplier for an amicable solution.
- (ii) If any dispute or difference remains unsettled within sixty (60) days from the date on which either Party has served a written notice on the other Party making claims and for discussions, then the provisions of Part B (i.e. Conciliation) of this Clause shall apply.

## **ANNEXURE 1B: GENERAL TERMS & CONDITIONS FOR SUPPLY**

### **(B) CONCILIATION**

- (i) All disputes and differences covered under the Conciliation Rules, 2019 arising out of or relating to this contract including its performance or interpretation, shall be fully and finally settled through Conciliation as per the Conciliation Rules, 2019 of HPCL, as amended from time to time.
- (ii) The Conciliation Rules, 2019 of HPCL and any modification thereof shall be binding upon the Parties
- (iii) The language of the conciliation shall be English;
- (iv) The governing law of this contract shall be of India.
- (v) In case the Conciliation fails, or if there are any disputes or differences which are not covered under Conciliation Rules, 2019, then the parties shall be free to take appropriate legal remedies for adjudication of their disputes.
- (vi) The Courts having jurisdiction over the place where the contract was performed, except for enforcement of decree/judgment, shall be the court having jurisdiction to adjudicate the disputes between the parties.

### **42. JURISDICTION**

The Vendor hereby agrees that the Courts situated in location given in tender header” shall have the jurisdiction to hear and determine all actions and proceedings arising out of this contract.

#### **CLAUSE**

- a. Vendor needs to clarify whether you are registered with NSIC. If registered, vendor needs to submit the following documents along with their offer.
- b. Photocopy of the NSIC Registration Certificate, which clearly shows the following details/ information:
  - i. Name of the Bidder
  - ii. Address of the Bidder
  - iii. Validity of the Registration
  - iv. Items for which the Bidder is registered
  - v. Monetary Limitand acknowledged copy of Entrepreneurs Memorandum Part II
- c. Also vendor has to clarify whether you have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference.

**ANNEXURE 1B: GENERAL TERMS &  
CONDITIONS FOR SUPPLY**

- d. In case vendor have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference, then vendor has to furnish a Declaration on their Letter Head accordingly.
- e. Please note that in the absence of the above information, offer will be evaluated without considering Price Preference.

1.0 Preference to MSEs (Refer Gazette notification of the Government of India , the Ministry of Micro, Small and Medium Enterprises number S.O.2119 (E ), dated 26<sup>th</sup> June, 2020 on criteria for lassifying the enterprises as micro, small and medium enterprises & Udyam registration for revised guideline.)

- a. In case the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro and Small

Enterprises, the bidder shall be entitled for following:

- i. Issue of Tender Documents to MSEs free of cost.
- ii. Exemption to MSEs from payment of EMD.
- iii. Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where LI price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply of 25% portion shall be shared amongst them. Further, out of above 25%, of 4% will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs and 3% will be earmarked for procurement from MSEs owned by women.

This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs or women entrepreneurs.

- b. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.



**ANNEXURE 1B: GENERAL TERMS &  
CONDITIONS FOR SUPPLY**

---

- c. MSE bidder shall submit the following:
- i. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
  - ii. If the MSE is owned by SC/ST Entrepreneurs or MSEs owned by women entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
  - iii. The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
- d. If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012 along with amendments notified vide Government of India Gazette from time to time.
- 43. VALIDITY OF OFFER:**  
Offer shall be valid for 3 months from the due date / extended due date of the tender enquiry.
- 44. INTEGRITY PACT:**  
All tenders shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders is r 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.
- 45. ORDER OF PRECEDENCE**  
In case of any discrepancy between the conditions stated in the GPC (which is an integral part of the Order) and those specifically mentioned in the Purchase Order, the later shall prevail over the former.
- 46. GENERAL:**
- a. Deviations to Terms and Conditions shall lead to loading of prices or make your offer liable for rejection.
  - b. All resident/non-resident parties to obtain and furnish their PAN in order to avoid tax withholding at a higher rate. Even though the non-residents may not have permanent establishment (PE), branch, local office in India, they can apply with their foreign address. For your information, the web address for applying for PAN in Form No. 49A to NSDL or UTISL online as given in the following sites:  
(AO details for International Taxation are also available online).
    - i. <http://tin.tin.nsdl.com/pan/index.html/>
    - ii. <http://incometaxindia.gov.in/>
    - iii. <https://incometaxindiaefiling.gov.in/portal/index.jsp>
    - iv. <http://www.utitsl.co.in/>
  - c. **GRIEVANCE REDRESSAL:** There is a grievance redressal mechanism in HPCL for vendors participating in the tender, the details of which are available on HPCL's website [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com).

**ANNEXURE 1B: GENERAL TERMS &  
CONDITIONS FOR SUPPLY**

---

- d. PBG Format is attached with this GPC.
- e. The guidelines for Holiday Listing as adopted and available on HPCL website shall be applicable to all tenders floated and all Purchase Orders/ Contracts placed by HPCL.