



Hindustan Petroleum Corporation Limited  
Corporate Identification Number L23201MH1952GOI008858

<b>Basic Information Of Tender:</b>		
Title	EOI for RE Asset Acquisition	
Description	Invitation of expression of Interest for acquisition of Renewable Energy Assets	
Tender Type	Public	
Tender Scope	Domestic	
Bid Type	Single Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	21-Mar-2023 15:00	
Reverse Auction Applicable	No	
Pre Bid Conference Start Date & Time	13-Feb-2023 11:00	
Pre Bid Conference End Date & Time	13-Feb-2023 12:00	
Queries Start Date & Time	06-Feb-2023 18:00	
Queries End Date & Time	14-Mar-2023 15:00	
Un Priced Bid Open Date & Time	21-Mar-2023 15:15	
Purchase Deptt.	PUR DEPT CPO-EPMC & Consultancy	
TF/EMD Drop Box Address	BOX NO. 8, HPCL, 9TH FLOOR A WING MARATHON FUTUREX BUILDING N M JOSHI MARG MAFATAL MILLS COMPOUND LOWER PAREL EAST MUMBAI 400013	
Corrigenda Synopsis	This Corrigendum is issued to extend due date of EOI till 1500 hours, 21st March 2023 along with change in a tender clause.	
Tender Description	Invitation of expression of Interest for acquisition of Renewable Energy Assets	
Currency Type	Tender Fee	EMD
INR	0	0

**Delivery Terms - Free to Destination location unless specified otherwise. Validity of offer - 120 days from the initial or extended Due Date for submission of Tender whichever is later unless specified otherwise. Liquidated Damages/Price Reduction clause accepted unless specified otherwise.**

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

**The section headings which are struck off in the corrigendum tender indicate that, the section (which was part of the original tender) is no longer a part of this tender and the content of the section may be ignored, while submitting bids for this tender.**

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

**Please quote all the taxes, if applicable, only in percentage terms and not in Per unit(Amount) basis. The Per unit option is provided only to quote for extras like Loading charges, packing charges, TPI charges etc. In case, it is found that you have quoted taxes in amount basis, your bid may be liable for rejection.**



Line Details Of Tender							
Srl. No.	Line Description	Ship To Location	UOM	Quantity	HSN Code	Location GSTIN	Mandatory
EOI				Mandatory: Yes			
1	EOI for RE asset Acquisition	17002-	Each	1	-	-	Yes
DESCRIPTION => EXPRESSION OF INTEREST (EOI) FOR PRODUCTION & SUPPLY OF COMPRESSED BIO GAS (CBG) TO HPCL ACROSS INDIA Inviting an Expression of Interest for shortlisting and acquiring suitable Renewable Energy Asset (Wind /Solar/ Hybrid) in the states Rajasthan, Maharashtra & Andhra Pradesh in India.							



EOI documents				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Tender Document	EOI final.pdf		No
2	Bidder Organization Detail	BIDDER ORGANISATION.PDF		No
3	PPLC Clause	PPLC Clause.pdf		No
4	PPLC Undertaking	PPLC UNDERTAKING.pdf		No
5	Conciliation Clause	CONCILIATION CLAUSE.pdf		No



HINDUSTAN PETROLEUM CORPORATION LIMITED (HPCL)

INVITATION OF EXPRESSION OF INTEREST FOR ACQUISITION OF OPERATIONAL  
RENEWABLE ENERGY ASSETS TO HPCL

EOI NO: HPCL/RE/ASSET/2023

DATED: 6<sup>TH</sup> Of February, 2023

---

Biofuels & Renewables SBU  
2nd floor, Gresham house, Fort, Mumbai -01



**EXPRESSION OF INTEREST (EOI)  
FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS DOCUMENT  
NO. HPCL/RE/ASSET/2023**

**DISCLAIMER**

*This EOI Document is issued by the Hindustan Petroleum Corp. Ltd. (Company), for general information purposes only, without regard to specific suitability, financial situations and needs of any particular person and does not constitute any recommendation and should not be construed as an offer to sell or solicitation of an offer to buy, purchase or subscribe to any securities but is merely an invitation of offer from interested parties for the purpose of undertaking acquisition of renewable energy asset. Neither, this EOI Document nor anything contained herein shall form the basis of or be relied upon in connection with any contract or commitment whatsoever from the Company.*

*This EOI Document constitutes no form of commitment on the part of the Company or any of their group companies. Furthermore, this EOI Document confers neither the right nor expectation on any interested parties to be selected to participate in the Bid Process and nothing in this EOI Document or subsequent submission of EOI Document by a Bidder constitutes a contract between the Company or any other entity and the interested parties.*

*The Company reserve the right to accept or reject any EOI. The Company also reserve the right to suspend and/ or cancel the Bid process and/ or amend and/ or supplement the Bid Process or modify the dates or other terms and conditions relating thereto, without assigning any reason and without any liability whatsoever. Bidders should regularly visit Company's website to keep themselves updated regarding clarifications/ amendments/ time-extensions, if any. No financial obligation will accrue to the Company in such an event.*

*The Company shall not be responsible for non-receipt of correspondence sent by any Bidder through any mode. The Company shall in no circumstances, be responsible to bear or reimburse any expenditure or costs incurred by any Bidder in respect of the submission of the EOI. This EOI Document and information contained herein or any part of it does not constitute or purport to constitute investment advice in publicly accessible media and should not be printed, reproduced, transmitted, sold, distributed, or published by the recipient without the prior written approval from the Company.*

*Distributing/taking/sending/dispatching/transmitting this EOI Document in certain foreign jurisdictions (including the United States) may be restricted by law, and persons into whose possession this EOI Document comes should inform themselves about, and observe, any such restrictions. Neither the Company or their affiliates, nor their directors, employees, agents or representatives shall be liable for any damages whether direct or indirect, incidental, special or consequential including lost revenue or lost profits that may arise from or in connection with the use of this EOI Document. Further, no representation or warranty, expressed or implied, is made or given by or on behalf of the Company or its affiliates, nor any person who controls it or any director, officer, employee, advisor or agent of it, or affiliate of any such*

**EXPRESSION OF INTEREST (EOI)  
FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS DOCUMENT  
NO. HPCL/RE/ASSET/2023**

---

*person or such persons as to the accuracy, authenticity, completeness or fairness of the information contained in this EOI Document and Company or their affiliates or such persons do not accept any responsibility or liability for any such information and therefore, any liability or responsibility is expressly disclaimed.*



**EXPRESSION OF INTEREST (EOI)  
FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS DOCUMENT  
NO. HPCL/RE/ASSET/2023**

**TABLE OF CONTENTS**

<b>Sr. No.</b>	<b>Description</b>	<b>Page No.</b>
1	NOTICE OF EXPRESSION OF INTEREST	4
2	DETAILED NOTICE INVITING EXPRESSION OF INTEREST	5
3	ANNEXURE-I -DETAILS OF THE PROJECT	11
4	SPECIAL TERMS AND CONDITIONS	13
5	STANDARD GENERAL TERMS & CONDITIONS	18



**EXPRESSION OF INTEREST (EOI)  
FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS DOCUMENT  
NO. HPCL/RE/ASSET/2023**

**NOTICE OF EXPRESSION OF INTEREST (EOI)**

**Dated: 06<sup>TH</sup> Of February, 2023**

**Subject: Invitation of expression of Interest for acquisition of Renewable Energy Assets.**

Hindustan Petroleum Corp. Ltd. (HPCL) invites EOIs from the interested Renewable Energy Company/ Asset owners having absolute ownership of their asset.

1.	Name of the work	Purchase of Renewable Assets
2.	Last date of Online submission	<b>28<sup>th</sup> February, 2023 up to 03:00 PM</b>
3.	Date of opening	<b>28<sup>th</sup> February, 2023 at 05:00 PM</b>
4.	Language of Notice	English
5.	Mode of submission of EOI documents	Online
6.	EOI Validity	90 Days from the due date for submission of EOI

HPCL reserves the right to have negotiations with any or all, accept or reject any or all the EOIs or annul this process at any time without assigning any reason whatsoever.

**RESPONSE:**

All responses to the EOI have to be submitted on or before 1500 hrs IST of 28-02-2023 ("Due Date") to be submitted at site <https://etender.hpcl.co.in> only.

Please direct your Queries on Scope and Technical Clarifications, if any, to:

Shri Akash Mathur, Assistant Manager,

Email: [akash.mathur@hpcl.in](mailto:akash.mathur@hpcl.in)

Contact no: +918828231122

Shri. Swapnil Dahake, Senior Manager

Email: [swapnildahake@hpcl.in](mailto:swapnildahake@hpcl.in)

M: +91-9860894693



**EXPRESSION OF INTEREST (EOI)  
FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS DOCUMENT  
NO. HPCL/RE/ASSET/2023**

**DETAILED NOTICE INVITING EXPRESSION OF INTEREST (EOI)**

Hindustan Petroleum Corporation Limited (“HPCL”) is Inviting an Expression of Interest for shortlisting and acquiring suitable Renewable Energy Asset (Wind /Solar/ Hybrid) in the states Gujarat, Rajasthan, Maharashtra, Tamil Nadu & Andhra Pradesh in India.

**1. INTRODUCTION**

Oil Refining & Marketing major, ‘Maharatna PSU’, Hindustan Petroleum Corporation Limited is leveraging renewable energy sources to reduce the carbon footprints and electricity cost across the value chain and is continuously expanding the wind and solar power generation capacities. HPCL has installed captive solar power capacity of 74 MWp and wind power capacity of 100.90 MW. Being a leading energy company in India, HPCL has been at the forefront of promoting sustainable development through harnessing renewable energy resources and is committed to substantially expand its Renewable energy portfolio by 2030.

**2. BRIEF ABOUT EOI**

In line with HPCL’s strategy to augment its renewable business, HPCL is exploring acquisition opportunities in Renewable Energy - Solar / Wind and Hybrid assets with or without storage (“Plant”), with expected asset Capacity of minimum 50 MW (“Plant Size”). In case, seller is holding multiple assets/plants of lower capacity (within same state), they can be aggregated to reach the above-mentioned asset size. The plant/asset capacity will be considered as tabulated below:

<b>Asset Type</b>	<b>Asset Capacity (in MW)</b>
Solar	Minimum 50 MWp DC
Wind	Minimum 50 MW
Hybrid	Minimum 50 MW (Solar MWp DC+ Wind MW)

**3. DEFINITIONS**

**3.1. Advertisement** shall mean the advertisement published in Leading Newspaper and Renewable Magazine on February 2023 in addition to being displayed on the websites of HPCL inviting EOI from Bidder/ Interested Parties for the Proposed Transaction.

**3.2. Bidder/ Interested Parties:** A Generator, Renewable Energy Asset owner/company/ IPP offering to sell Renewable Asset is considered as a bidder/Interested Party.



**EXPRESSION OF INTEREST (EOI)**  
**FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS DOCUMENT**  
**NO. HPCL/RE/ASSET/2023**

- 3.3. “Due Date”**: shall have the meaning Last date of Bid submission.
- 3.4. Hybrid Plant**: Hybrid plant is the combination of Solar plant and Wind farm in any proportion.
- 3.5. MWp**: Mega Watt peak- a unit of measurement of Power.
- 3.6. Offered Plant/Asset**: Shall mean Renewable Asset that is available for sale.
- 3.7. Plant** shall have the meaning ascribed to the term in Paragraph 2 above.
- 3.8. Plant Size** shall have the meaning ascribed to the term in Paragraph 2 above.
- 3.9. PPA**: A Power Purchase Agreement is the primary contract between the two parties for selling and buying of energy, generally between public and private sector parties.
- 3.10. Transaction Adviser**: Transaction adviser is a party who will act as consultant for carrying out detailed due diligence of the asset on behalf of HPCL.

**4. BROAD SELECTION CRITERIA**

The offered asset will be evaluated based on HPCL’s requirement such as Plant size, configuration, age of the assets, benchmark performance of the assets, technical parameters, commissioning date and the price offered by the bidder. HPCL will do a complete due diligence of the offered RE asset/company which includes financial due diligence, technical due diligence, accounting and tax due diligence, legal due diligence, business valuation etc. The transaction will be carried out in two phases:

**4.1. PHASE 1- Preliminary screening of eligible Renewable Energy Assets**

The objective of this phase is to classify targets, which are available for acquisition, on the basis of their attractiveness/ strategic fit for HPCL. Initial screening criteria based on broad parameters, for evaluation of potential seller are:

- a) Plants / assets should be of minimum 50 MW capacity located in a single state.
- b) All the offered plant(s)/ asset(s) should be in continuous operation for last 12 months with minimum 95% plant/machine availability (average of last 12 months) as on date of submission of EOI.
- c) Interested party(ies)/ O&M party performing O&M of the plant(s) / asset(s) should continue / ready to provide O&M services for balance period of the life of the plant/contract at the existing terms and conditions from the date of signing of Definitive Agreements for acquisition. The Bidder is required to provide an undertaking from said O&M party for agreeing to provide the O&M services for balance period of the life of the



**EXPRESSION OF INTEREST (EOI)  
FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS DOCUMENT  
NO. HPCL/RE/ASSET/2023**

plant at the existing terms and conditions from the date of signing of Definitive Agreements for acquisition.

- d) Asset/plant should have connectivity with DISCOM/ STU/ CTU Sub-station.
- e) Power Purchase Agreement (PPA) for the power generated from the plant(s)/asset(s) should be with any state/central government agency/DISCOM/C&I customers with a remaining life of the Plant should be at least 10 years from the last date of submission of EOI. Central Government Agency is defined as any Government Company / CPSE / CPSU under administrative control of central government of India.

**4.2. PHASE 2 - Detailed Due Diligence, Valuation Exercise and Transaction Closure**

- a) Max. 3 parties will be shortlisted based on the project IRR.
- b) Shortlisted parties would be asked to submit comprehensive financial model and other details comprising of assumptions, returns through discounted cash flow for their offered asset within 7 days from the date of shortlisting by HPCL. The financial model should be prepared based on realistic assumptions, which will be ascertained by HPCL at a later stage.
- c) The parties will be requested to extend the validity (exclusivity) of EOI submitted for another 90 days, if they are shortlisted for next stage, to conduct detailed due diligence, take internal approval and carry out transaction closure.
- d) HPCL will appoint a Transaction Advisor (TA) for assisting HPCL during the entire acquisition process.
- e) HPCL/ TA will also carry out the site visits to assess the operation & maintenance, health, etc. of offered plant(s) / asset(s).
- f) Shortlisted party would be required to give Earnest Money Deposit (EMD) in form of Bank Guarantee (format attached) of Rs. 0.5 lakh /MW of the offered plant/ asset capacity.
- g) Shortlisted parties need to provided relevant documents as and when required by HPCL/TA.
- h) HPCL will conduct a detailed due diligence basis the information available from the shortlisted Asset/company which will enable HPCL to obtain necessary internal approvals for acquisition of the Asset/Plant.

**EXPRESSION OF INTEREST (EOI)  
FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS DOCUMENT  
NO. HPCL/RE/ASSET/2023**

**5. SUBMISSION OF DOCUMENTS**

The Interested Party(ies) should submit following document(s) in support of Selection Criteria mentioned above:

- 5.1.** Certificate of incorporation of the Interested Party(ies)
- 5.2.** Financial Statements of last 3 years.
- 5.3.** Commissioning Certificate of the Asset.
- 5.4.** Documentary evidence for Company/SPV shareholding.
- 5.5.** Documentary evidence for Commercial Operation Date (COD) of the offered plant / asset owned by SPV(s)/company.
- 5.6.** Extracts of PPA showing PPA counterparty, plant capacity, plant location, term of PPA & substation details.
- 5.7.** Operation and Maintenance agreement of the asset/company.
- 5.8.** Documentary evidence for proving that the assets is continuous operation for last 12 months with minimum 95% plant/machine availability (average of last 12 months) as on date of submission of EOI
- 5.9.** Certificate from Chartered Accountant for the performance of the Plant for last five years including gross generation, net generation and unit sold
- 5.10.** Certificate from Chartered Account for debt outstanding as on October 31, 2022.
- 5.11.** Any other information/documents required.

Note: HPCL may verify the original documents/ certificates/ financial statements at a short notice.

**6. EVALUATION**

- 6.1.** HPCL will evaluate and shortlist the parties based on the criteria mentioned in Point 4 (Broad Selection Criteria).
- 6.2.** The EOI submitted by Interested party (ies) must be valid for a period of 90 days from the last date of submission of EOI.

**7. AMENDMENT TO EOI**

At any time prior to the last date for receipt of proposals, HPCL, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective applicant, modify the EOI document by an amendment. In order to provide prospective applicants



**EXPRESSION OF INTEREST (EOI)  
FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS DOCUMENT  
NO. HPCL/RE/ASSET/2023**

reasonable time in which to take the amendment into account in preparing their proposals, HPCL may, at its discretion, extend the last date for the receipt of proposals and/or make other changes in the requirements set out in the EoI.

**8. REJECTION OF EOI**

The application is liable to be rejected if:

- a) Details are not submitted in prescribed form and not containing all required details.
- b) Received after the expiry of due date and time.



**EXPRESSION OF INTEREST (EOI)  
FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS DOCUMENT  
NO. HPCL/RE/ASSET/2023**

**ANNEXURE I**

**(Note: On the Letterhead of the Entity Submitting the EOI)**

To,  
The General Manager - Renewable Energy,  
Hindustan Petroleum Corporation Limited,  
Bio-fuel & Renewable SBU,  
2nd Floor Gresham House,  
Fort, Mumbai 400 001

**Subject:** Expression of Interest (“EOI”) - for sale of operational renewable energy assets (“Company”).

Dear Sir,

In response to the advertisement in Leading Newspaper and Renewable Magazine inviting expressions of interest as captioned above (“**Advertisement**”), we hereby submit an EOI for sale of Renewable Assets.

**PROJECT DETAILS**

The Interested Party(ies) should fill and submit the following details project details:

<b>Sr. No.</b>	<b>DESCRIPTION</b>	<b>RESPONSE</b>
1.	Name of the Bidder/Interested Party	
2.	Registered Address, E-mail ID, Contact Detail	
3	Name and designation of the person Authorized	
4.	Legal Status of Organization & Year of Establishment	
5.	Financial turnover of last three years	
6.	Type of Plant (Solar, Wind or Hybrid)	
7.	Capacity Of the Offered Renewable Energy Plant	
8.	Capacity per Turbine (MW)/Module (Wp)	
9.	No. of Assets Clubbed together	
10.	State in which the Asset has been offered	

**EXPRESSION OF INTEREST (EOI)  
FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS DOCUMENT  
NO. HPCL/RE/ASSET/2023**

11.	Location of the Renewable Power Plant	
12.	Name of the Sub-station connected	
13.	Date of Commissioning	
14.	Energy Generation for last 5 years	
15.	Power Purchase Agreement /Captive Details	
16.	O&M Service Provider Name	
17.	Offer Price (In Rs. Cr.) inclusive of all Taxes	

The information furnished by us in this EOI is true, correct, complete, accurate to the best of our knowledge and duly authorized for submission. Based on this information we understand you would be able to evaluate our preliminary proposal in order to pre-qualify for the above-mentioned proposal.

**Supporting Documents:** As mentioned in the section 5 in the EOI documents.

Authorized Signatory:<sup>1</sup> \_\_\_\_\_

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

Seal

---

<sup>1</sup> Note: The person signing the EOI and other supporting documents should be an authorized signatory. The authorized signatory should be supported by necessary board resolutions and corporate authorizations. However, in absence of a Board resolution and corporate authorizations, the EOI and other supporting documents, can be signed on behalf of the Bidder by any of the following officials: (i) the Chief Executive Officer or the Managing Director; (ii) the Company Secretary; (iii) the Whole-time Director; and (iv) the Chief Financial Officer.



**EXPRESSION OF INTEREST (EOI)  
FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS  
DOCUMENT NO. HPCL/RE/ASSET/2023**

**SPECIAL TERMS AND CONDITIONS**

**1. PAYMENT TERMS:**

100% payment as finalised will be made after the acquisition.

**2. EXEMPTIONS FROM SGTC:**

Following points as per the Standard General Terms Conditions are not applicable:

- I. 2.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.

**II. 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.

**III. 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.





**EXPRESSION OF INTEREST (EOI)**  
**FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS**  
**DOCUMENT NO. HPCL/RE/ASSET/2023**

**IV. 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.

**V. 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.



**EXPRESSION OF INTEREST (EOI)  
FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS  
DOCUMENT NO. HPCL/RE/ASSET/2023**

- b) Within 24 hours of shipment, Vendor shall inform despatch particulars to Corporation byfax / 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.

**VI. 15. CONTROL REGULATIONS**

The supply, dispatch 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.

**VII. 16. TRANSIT RISK**

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

**VIII. 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.

**IX. 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. atHPCL 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



**EXPRESSION OF INTEREST (EOI)  
FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS  
DOCUMENT NO. HPCL/RE/ASSET/2023**

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.

**X. 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**



**EXPRESSION OF INTEREST (EOI)  
FOR ACQUISITION OF OPERATIONAL RENEWABLE ENERGY ASSETS  
DOCUMENT NO. HPCL/RE/ASSET/2023**

(list enclosed) for 10% 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) : 10% 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 10% from each bill); Such composite PBG shall be 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).

**XI. 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.

**XII. 38. VENDOR S LIABILITY**

The Vendor s workmen or employees shall under no circumstances be deemed to be in Corporations 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 orplying 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.

**ANNEXURE 7b****7b. 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 (Refer Annexure 22 – Govt. Guideline Sr. No. 12)

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.

- ® **REVISION: PROC-021/01.07.2017**

- 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.

**® REVISION: PROC-021/01.07.2017**

- 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.

® **REVISION : PROC-045**

- 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 10% 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) : 10% of PO value
- For CVR items: ₹ 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 10% from each bill); Such composite PBG shall be 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).

**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.

® **REVISION : PROC-045**

**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. (Refer Annexure 22 -Govt. Guideline Sr. No. 13)**

- ® **REVISION: PROC-021/01.07.2017**

**39. CORPORATION'S MATERIAL**

- a. Corporation's material shall be delivered to the Vendor against submission of Bank Guarantee for indemnifying the full value thereof 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 therefrom 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 desired.
- 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. ARBITRATION**

- a. All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- b. The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as Corporation or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator

- on the ground that the said person is/was an officer and/or shareholder of the Corporation, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.
- c. In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.
  - d. Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
  - e. The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
  - f. The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
  - g. The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
  - h. The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be R 40,000/- per case for transportation contracts and R 60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid R 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties.
  - i. Subject to the aforesaid, the provisions of the # Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
  - j. The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at \_\_\_\_\_ for all purposes. The Arbitration shall be held at Visakhapatnam and conducted in English language.
  - k. The Appointing Authority is the Functional Director\* of Hindustan Petroleum Corporation Limited.
  - l. Procurement Authorities may mention, if considered necessary, the proper designation such as Director-Refineries, etc.

® **41A CONCILIATION**

**The Parties to the contract may seek to resolve all their disputes and differences amicably by Conciliation in accordance with the Conciliation Rules of HPCL (as in force and may be amended from time to time), provided however that the disputes/ differences amount to a claim in excess of Rs. One Crore. If however the disputes or differences are not resolved by conciliation, the Parties shall be free to approach a Court of competent jurisdiction. (The HPCL Conciliation Rules are attached).**

® **REVISION: PROC-043/16.03.2020**

**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 Limit
 and 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.
- 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

- 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 L1 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.

® **REVISION : PROC-041/01.07.2020**

- 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 ₹ 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).

® **REVISION : PROC-027/w.i.e.**

- 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.**

® **REVISION : PROC-019/02.11.2016**

<b>Bidder &amp; Organization Details</b>		
<b>Name of Bidder</b>		<b>Bidder Response</b>
<b>Vendor Code</b>		
<b>Type of Organisation &amp; Entity Details</b>	<b>Status (Prop/HUF/Partnership/Ltd Co)</b>	
	<b>NAME OF Proprietor/Partners/Directors)</b>	
	<b>Office Address with Pin Code &amp; Telephone Number</b>	
	<b>Factory Address with Pin Code &amp; Telephone Number</b>	
	<b>E Mail ID and address</b>	
	<b>Name of Contact Person &amp; Contact Number (Landline/Mobile)</b>	
<b>PAN NUMBER (copy to be uploaded)</b>		
<b>Whether registered under NSIC/MSME (certificates to be uploaded)</b>	<b>If NSIC - Certificate No. &amp; validity</b>	
	<b>If MSE - Certificate No. &amp; validity</b>	
	<b>Whether SC/ST under MSME (Certificate attached Yes/No)</b>	
<b>GST Details</b>	<b>GSTIN number/numbers</b>	
	<b>Whether Composition dealer under GST Act or not. If NO , provide following details: i,ii.</b>	
	<b>i. Month for which latest GSTR 1 has been filed. Attach acknowledgement thereof.</b>	
	<b>ii. Month for which latest GSTR 3B has been filed. Attach acknowledgement thereof</b>	



## **PURCHASE PREFERENCE - MSE**

In case the bidder is a Micro or Small Enterprise registered with any body specified by Ministry of Micro and Small Enterprises (MoMSME), the bidder shall be entitled for benefits under the Public Procurement Policy as per the details mentioned below :

- i. Issue of Tender Documents free of cost.
- ii. Exemption from payment of EMD.
- iii. **Micro and Small Enterprises** quoting price within price band of L1 + 15% shall be allowed to supply a portion of requirement by matching the price of L1, if L1 is other than MSE, upto 25% (100% for indivisible tender) of the total tendered value.
- iv. Only Manufacturing Enterprises qualify as MSEs. Traders and Agents shall not be allowed to avail the benefits extended under PP Policy.
- v. In case of availability of more than one Micro and Small Enterprises within the price band of L1 + 15%, 25% (100% for indivisible tender) of the tender value shall be shared equally amongst the eligible MSEs, subject to matching the L1 price.
- vi. Further, out of above 25% for other than indivisible tender, 4% shall be from MSEs owned by SC/ST entrepreneurs and 3% from MSEs owned by Women Entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs or Women Entrepreneurs.

Note :

An MSE bidder shall be defined to be owned by an SC/ST Entrepreneur as under:

- i. In case of Proprietary MSE, Proprietor(s) shall be SC/ST,
- ii. In case of partnership MSE, the SC/ST partners should be holding at least 51% shares in the Unit,
- iii. In case of Private Limited Companies, at least 51% shares shall be held by SC/ST promoters.

An MSE bidder shall be defined to be owned by Women entrepreneur:

- i. In case of Proprietary MSE, Proprietor(s) shall be Woman,
- ii. In case of partnership MSE, the women partners should be holding at least 51% shares in the Unit,
- iii. In case of Private Limited Companies, at least 51% shares shall be held by women promoters.

MSE bidder shall submit the following:

- i. A copy of Udyam Registration Certificate or Udyog Aadhar Certificate as documentary evidence that the bidder is a registered Micro or Small Enterprise.
- ii. If the MSE is owned by SC/ST 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.

If the bidder does not provide 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 (PPP), 2012 along with amendments notified vide Government of India Gazette from time to time.

## **PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP - LC)**

Manufacturers / Suppliers / Service providers (including EPC & Works Contracts) having the capability of meeting / exceeding the local content targets as mentioned in this document shall be eligible for 20% purchase preference, subject to their complying with the requirements / conditions defined herein and submitting documents required in support of the same.

Bidders can avail Purchase Preference under any of the extant GoI Policies : PP-LC / PPP for MSE 2012 / Domestically Manufactured Electronic Products (DMEP) / Domestically Manufactured Telecom Products (DMTP). Vendors are requested to declare their preference in their un-priced bids. Format of undertaking (Attachment - 1) for purchase preference being claimed under applicable policy is enclosed with this document. Purchase preference benefits shall be extended to the bidder based on the declared option, subject to the bidder meeting the requirements contained in that purchase preference policy. The option once exercised cannot be modified subsequently.

Vide Notification No. 18-10/2017-IP dated 29.08.2018, Ministry of Communications notified Preference to Domestically Manufactured Telecom Products, Services or Works (as per Table-A of the notification), in furtherance to Public Procurement Policy (Preference to Make in India), Order 2017. A copy of the Notification is available on the website of Ministry of Communication. Bidders shall refer Order no. P-45021/2/2017-B.E.-II dated 15.6.2017, amended by Order no. P-45021/2/2017-B.E.-II dated 28.05.2018 and P-45021/149/2019-BE-II dated 29.05.2019. Latest amendment issued to the policy in this regard shall be applicable. The policy is applicable for notified Telecom Products, Services or Works as mentioned in the Table-A of the afore said notification.

In case a MSE bidder opts for purchase preference based on PP-LC / DMEP / DMTP, the bidder shall not be entitled to claim purchase preference benefit available to MSE bidders under PPP-2012. However, the exemptions from furnishing Bid Document fee and Bid security/EMD shall continue to be available to MSE bidders.

Order of precedence for applying the purchase preference shall be :-

- (a) Public Procurement Policy for MSE 2012.
- (b) Purchase Preference linked with Local Content.

### **Definitions**

**Domestic products:** Goods and/or service (including design and engineering) produced by companies investing and producing in India.

**Local content:** hereinafter abbreviated to LC means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported component in the item (including all custom duties) as a proportion of the total value, indicated in percentage.

**Domestic Manufacturer:** Business entity or individual having business activity established under Indian law and producing products domestically.

**Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof and classified as under:

'**Class-I local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement has **local content equal to or more than 50%** as defined under this Policy.

'**Class-II local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement has **local content more than 20% but less than 50%**, as defined under this Policy.

'**Non local supplier**' means a supplier or service provider, whose goods, services or works offered for procurement, has **local content less than or equal to 20%**, as defined under this Policy.

**Verification:** Activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.

**Purchase Preference:** Where the quoted price is within 20% of the lowest price, other things being equal, purchase preference may be granted to the bidders concerned, at the lowest valid price bid.

**Local content (LC) in Goods:** shall be the use of raw materials design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.

**Local content (LC) in Services:** shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within the country.

**Local content (LC) in EPC Contracts:** shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the user of services by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within the country.

**Factory overhead cost:** indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to the specified product.

**Company overhead cost:** Costs related to the marketing, administration and general affairs cost of the company.

**Indian Company:** means a company formed and registered under the Companies Act, 2013.

**Foreign company:** means any company or body corporate incorporated outside India which – (a) has a place of business in India whether by itself or through an agent physically or through electronic mode and (b) conducts any business activity in India in any other manner.

## **Procurement :**

The prescribed local content mentioned in this document shall be applicable on the date of Notice Inviting Tender.

**Margin of Purchase Preference : The margin of purchase preference shall be 20%.**

Only Class-I local supplier and Class-II local supplier shall be eligible to bid in this tender. However, preference as per PP-LC will be given only to Class-I local supplier. Class-II local supplier will not get any purchase preference.

The producers of goods and / or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.

## **Purchase Preference – Linked with Local Content (LC)**

*Wherever the goods/services are procured under this policy, eligible (techno-commercially qualified) Class - I Local Suppliers will be granted a purchase preference of 20%, i.e., where the quoted price is within 20% of the lowest price, other things being equal, purchase preference will be granted to the eligible (techno-commercially qualified) Class - I Local Suppliers concerned, at the lowest valid price bid.*

### **Goods:**

*The contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified Class - I Local Supplier, subject to matching the L1 price, if such bidders are available. The remaining quantity will be awarded to L1 bidder.*

However, if L1 bidder happens to be Class - I Local Supplier, the entire procurement value shall be awarded to such bidder.

If L1 bidder is not Class - I Local Supplier, then the lowest eligible Class - I Local Supplier among the eligible Class - I Local Suppliers, whether L2, L3, L4 or higher, will be invited to match the L1 bid. In case first eligible Class - I Local Supplier fails to match L1 bid, the next Class - I Local Supplier will be invited to match L1 bid and so on.

Only the Class - I Local Suppliers whose bids are within 20% of the L1 bid would be allowed an opportunity to match the L1 bid.

If the tendered quantity cannot be divided in the prescribed ratio of 50:50, then the eligible Class I Local Supplier shall be awarded contract for quantity not less than 50%, as may be divisible, subject to matching the L1 price.

If the tendered item is non-divisible, the contract will be awarded to the eligible Class - I Local Supplier for the entire quantity, subject to matching the L1 price.

In case none of the eligible Class - I Local Suppliers match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.

**Services / EPC Contracts:**

If L1 bidder happens to be Class - I Local Supplier, the bidder will be awarded full value of the order.

If L1 bidder is not Class - I Local Supplier, then the lowest eligible Class - I Local Supplier among the eligible Class - I Local Suppliers, whether L2, L3, L4 or higher, will be invited to match the L1 bid. In case first eligible Class - I Local Supplier fails to match L1 bid, the next Class - I Local Supplier will be invited to match L1 bid and so on.

Only the Class - I Local Suppliers whose bids are within 20% of the L1 bid would be allowed an opportunity to match the L1 bid.

In case none of the eligible Class - I Local Suppliers match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.

**Determination of LC****LC of goods**

LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

The criteria for determination of the local content goods shall be as follows: -

- a. In the case of direct component (material), based on country of origin
- b. In the case of manpower, based on INR component

The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of combination of goods.

**LC of Service**

LC of service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

The total cost of service shall be constituted to the cost spent for rendering of service, covering :

- a. Cost of component (material) which is used;
- b. Manpower and consultant cost; cost of working equipment/facility; and
- c. General service cost, excluding profit, company overhead cost, taxes and duties.

The criteria for determination of the cost of local content in services shall be as follows: -

- a. In the case of material being used to help the provision of service, based on country of origin;
- b. In the case of manpower and consultant based on INR component of the services contract;
- c. In the case of working equipment/facility, based on country of origin; and
- d. In the case of general service cost, based on the criteria as mentioned in clauses a, b and c above

## **LC of EPC Contracts**

LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

The spent cost as mentioned above shall include production cost in the calculation of LC of goods and service cost in the calculation of LC of services respectively as mentioned above.

## **Calculation of LC and Reporting**

LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

## **Certification and Verification**

Class – I / Class – II suppliers are eligible to bid only if they meet the local content norms, therefore whether or not they are eligible to avail PP-LC benefit, it will be mandatory to provide adequate documentation as mentioned below in order to establish their status as Class- I or Class – II supplier.

## **At bidding Stage :**

### **a. Local Content**

The bidder shall provide the percentage of local content in the bid.

### **b. Undertaking by the bidder**

- The bidder shall submit an undertaking {(self-assessment) certified by the Authorized signatory of the bidder having Power of Attorney} **(as shown in Attachment 1)** along with the bid stating that the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- **In case the procurement value is more than Rs. 10 Crores**, the undertaking submitted by the bidder shall be supported by a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

## **After Contract Award:**

- a. The bidder shall submit an undertaking {(self-assessment) certified by the Authorized signatory of the bidder having Power of Attorney} along with the bid stating that the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- b. **In case the procurement value is more than Rs. 10 Crores**, the undertaking submitted by the bidder shall be supported by a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
- c. Each supplier shall provide the necessary local-content documentation to the statutory auditor

which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.

- d. The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/ purchase of the pro-rata local content requirement. In case it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- e. As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- f. HPCL shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content.

**Sanctions:**

HPCL shall impose sanction on manufacturers / service providers not fulfilling LC of goods/services in accordance with the value mentioned in certificate of LC.

The sanctions may be in the form of written warning, financial penalty and holiday listing.

In the event that a manufacturer or supplier of goods and / or service provider does not fulfil their obligation after the specified period in such warning, HPCL can initiate action for holiday listing such manufacturer/supplier/ Service provider.

A manufacturer and/ or supplier of goods and / or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision in execution of the procurement contract of goods and / or services, shall be subject to financial penalty specified in the following clause :

“The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the contract Price”.

**Attachment 1 (Undertaking) to be submitted on letter head, duly filled, stamped and signed (as applicable) by :**

- a) **Authorized signatory of the bidder having Power of Attorney for tender value < Rs. 10 Crores.**
- b) **The undertaking submitted by the bidder shall be supported by a certificate from statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) for tender value > or = Rs. 10 Crores.**



**UNDERTAKING**

**ATTACHMENT -1**

Tender no. \_\_\_\_\_ dated \_\_\_\_\_

We, M/s \_\_\_\_\_ (*Name of Bidder*) hereby confirm that purchase preference may be extended as per the provisions of Purchase Preference under **Public Procurement Policy for MSE / Purchase Preference (linked with Local Content)**, (retain whichever is applicable and remove the other option) for our bid submitted against the above mentioned tender.

**[[Note (Only for the information of bidders and not be included in the final declaration) :**

- (i) In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against any one of the two policies i.e., either PP-LC or MSE policy.
- (ii) In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (iii) The option once exercised, cannot be modified subsequently.
- (iv) In case PPP – MSE option is selected, then the bidder can delete the balance portion of this declaration. In case, PP – LC option is selected, then the bidder has to submit the balance portion of this declaration, without which, the purchase preference under applicable PP – LC Policy is not liable to be extended.]]

We hereby state and undertake that we meet all the requirements of the PP-LC / DMEP / DMTP (retain whichever is applicable and remove the balance options) Policy as set out in the tender document and hereby confirm that we are eligible for purchase preference under this policy.

In case our declaration is found to be incorrect at any point of time during the tender process or contract execution or thereafter, HPCL shall have the right to impose sanctions as stated in the subject PP - LC policy.

We hereby declare that the local content of Goods / Services / EPC / Works Contract (retain whichever is applicable and remove the balance options) as per the scope of job to be executed under this tender is  % at the time of bidding.

Place:  
Date:

[Signature of Authorized Signatory of Bidder]  
Name:  
Designation:  
Seal:

(In case quoted value **exceeds Rs. 10 Crores**, the undertaking should be supported by a certificate from Statutory Auditor engaged by the bidder certifying that the bidder meets the mandatory local content requirement.)

## Distribution of Order

Status of L1 Bidder	% Order Distribution		
<b>MSE</b>	L1 Bidder : 100 %		
<b>Class - I Supplier</b>	Eligible MSE Bidder : 100 %	In case of non-availability of eligible MSE bidders  L1 Bidder : 100 %	
<b>Class - II Supplier</b>	Eligible MSE Bidder : 100 %	In case of non - availability of eligible MSE bidders  Eligible Class - I Supplier : 100 %	In case of non - availability of eligible MSE & Class - I suppliers  L1 Bidder : 100 %

**PPLC UNDERTAKING**

**ATTACHMENT -1**

Tender no. \_\_\_\_\_ dated \_\_\_\_\_

We, M/s \_\_\_\_\_ (*Name of Bidder*) hereby confirm that purchase preference may be extended as per the provisions of Purchase Preference under **Public Procurement Policy for MSE / Purchase Preference (linked with Local Content)**, (retain whichever is applicable and remove the other option) for our bid submitted against the above mentioned tender.

**||Note (Only for the information of bidders and not be included in the final declaration) :**

- (i) In case a bidder is eligible to seek benefit under PP-LC policy as well as PPP for MSE 2012, then the bidder should categorically seek benefits against any one of the two policies i.e., either PP-LC or MSE policy.
- (ii) In case a MSE bidder opts for purchase preference based on PP-LC, he shall not be entitled to claim purchase preference benefit available to MSE Bidders under PPP for MSE 2012. However, the exemptions from furnishing Bidding Document fee and Bid security/EMD shall continue to be available to MSE Bidders
- (iii) The option once exercised, cannot be modified subsequently.
- (iv) In case PPP – MSE option is selected, then the bidder can delete the balance portion of this declaration. In case, PP – LC option is selected, then the bidder has to submit the balance portion of this declaration, without which, the purchase preference under applicable PP – LC Policy is not liable to be extended.||

We hereby state and undertake that we meet all the requirements of the PP-LC / DMEP / DMTP (retain whichever is applicable and remove the balance options) Policy as set out in the tender document and hereby confirm that we are eligible for purchase preference under this policy.

In case our declaration is found to be incorrect at any point of time during the tender process or contract execution or thereafter, HPCL shall have the right to impose sanctions as stated in the subject PP - LC policy.

We hereby declare that the local content of Goods / Services / EPC / Works Contract (retain whichever is applicable and remove the balance options) as per the scope of job to be executed under this tender is  at the time of bidding.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

(In case quoted value **exceeds Rs. 10 Crores**, the undertaking should be supported by a certificate from Statutory Auditor engaged by the bidder certifying that the bidder meets the mandatory local content requirement.)

## 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.

® **REVISION: PROC-043/16.03.2020**

### 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.

® **REVISION: PROC-043/16.03.2020**

- 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.

® **REVISION: PROC-043/16.03.2020**

- 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

® **REVISION: PROC-043/16.03.2020**



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’.

® **REVISION: PROC-043/16.03.2020**

**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.

® **REVISION: PROC-043/16.03.2020**

- 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.

® **REVISION: PROC-043/16.03.2020**

- 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.

® **REVISION: PROC-043/16.03.2020**

- 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.

® **REVISION: PROC-043/16.03.2020**

**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.

® **REVISION: PROC-043/16.03.2020**



- 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.

® **REVISION: PROC-043/16.03.2020**

**SCHEDULE A**

**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:



**Uploads**

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Kindly upload duly filled application form			Allowed
2	PPLC Undertaking			Allowed



**Corrigendum 1**

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Corrigendum 1	CORRI1.pdf		No

**CORRIGENDUM 1: 22000811-HC-10157**

Pre bid meeting is at **11am, 16th Feb'23**. Link of pre-bid meeting is given below:

Join Zoom Meeting

<https://hpc-in.zoom.us/j/96361487052?pwd=cDZLV1I1TXBqbWx0SXA0d0cyKzMrdz09>

More Ways to join:

Web Browser - <https://hpc->

[in.zoom.us/j/96361487052?pwd=cDZLV1I1TXBqbWx0SXA0d0cyKzMrdz09](https://hpc-in.zoom.us/j/96361487052?pwd=cDZLV1I1TXBqbWx0SXA0d0cyKzMrdz09)

Meeting ID: 963 6148 7052

Passcode: 445276



Corrigendum 2				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Corrigendum 2	Corri2.pdf		No

**Corrigendum – 2**

**EOI No.: 22000811-HC-10157 Renewable Energy Asset Acquisition EOI**

Please note asset cannot be supplied partially by single vender i.e. bidder can offer total of 50 MW of RE asset in a single State. The bidder must provide the complete asset in accordance with the specifications mentioned in the tender document. Any bid received for partial supply of the asset will be considered non-responsive and will be rejected.