



Basic Information Of Tender		
RFQ Number	5100020271	
Title	EOI FOR LSTK AT BAREILLY AND KANNAUJ	
Description	EXPRESSION OF INTEREST (EOI) FOR SHORTLISTING OF BIDDERS FOR LSTK TENDER FOR COMPRESSED BIOGAS (CBG) PLANTS AT BAREILLY AND KANNAUJ, UTTAR PRADESH	
Tender Type	Public	
Tender Scope	Domestic	
Bid Type	Single Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	06-May-2025 15:00	
Reverse Auction Applicable	No	
Pre Bid Conference Start Date & Time	22-Apr-2025 11:00	
Pre Bid Conference End Date & Time	22-Apr-2025 12:00	
Queries Start Date & Time	15-Apr-2025 15:00	
Queries End Date & Time	22-Apr-2025 15:00	
Un Priced Bid Open Date & Time	06-May-2025 15:00	
Purchase Deptt.	CPO - SPL CATEGORY	
MSE Preference	Not Applicable	
MII Preference	Not Applicable	
TF/EMD Drop Box Address	EMD NOT APPLICABLE FOR CURRENT EOI	
Tender Description	EXPRESSION OF INTEREST (EOI) FOR SHORTLISTING OF BIDDERS FOR LSTK TENDER FOR COMPRESSED BIOGAS (CBG) PLANTS AT BAREILLY AND KANNAUJ, UTTAR PRADESH	
Notice Inviting Tender		
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.**

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

**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.**

Tender No. : 2500020271-HC-09050 ( RFQ No. 5100020271 )



Tender Published On : 15-Apr-2025 14:51

Line Details Of Tender							
Srl. No.	Line Description	Ship To Location	UOM	Quantity	HSN Code	Location GSTIN	Mandatory
Default schedule				Manadatory: Yes			
1	EOI for LSTK Bareilly Kannauj	5431-KANNAUJ CBG PLANT	each	1		09AAHCH1 627A1ZZ	Yes



Tender Document				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Audited Financial Statements for last 3 immediately completed financial years.		-	Mandatory
2	Purchase order or Work Order copy along with proof for Job completion		-	Mandatory
3	Annexure 1 Integrity pact		-	Mandatory
4	Annexure 2 Declaration on Non Blacklisted or Non Banned or Non Holiday Listed Party		-	Mandatory
5	Annexure 3 Declaration regarding filing of GST return		-	Mandatory
6	Annexure 4 Declaration regarding Directors		-	Mandatory
7	Annexure 5 Declaration by bidder from country sharing border with India		-	Mandatory
8	Annexure 6 Local Content declaration		-	Mandatory
9	Annexure 7 Particulars of Bidder		-	Mandatory
10	Self attested copy of PAN		-	Mandatory
11	Self attested copy of GSTIN		-	Mandatory
12	Self attested copy of Power of Attorney etc. authorizing signatories on stamp paper		-	Mandatory
13	Technical Document if any		-	Allowed
14	Technical Document if any		-	Allowed
15	EOI Document	0 Complete tender.pdf	-	No



**HPCL RENEWABLE & GREEN  
ENERGY LIMITED**  
(A WHOLLY OWNED SUBSIDIARY OF HPCL)

**EXPRESSION OF INTEREST (EOI) FOR  
SHORTLISTING OF BIDDERS FOR LSTK CONTRACT FOR  
COMPRESSED BIOGAS (CBG) PLANTS AT BAREILLY &  
KANNAUJ, UTTAR PRADESH**

**Interested bidders may participate in the online pre-bid meeting with following link at  
11:00 am 22.04.2025**

**<https://hpcl-in.zoom.us/j/93391493221?pwd=JlkBDiJE1UAemlOVzD17cxSbpThe9L.1>**

**Meeting ID: 933 9149 3221**

**Passcode: 270820**

Head - Central Procurement Organization, Hindustan Petroleum Corporation Limited (hereinafter referred to as 'the Procurement Authority', 'the Head of Procurement', 'the Procuring Entity'), invites bids on behalf of HPCL Renewables & Green Energy Limited (the 'Procuring Organization') for entering into a contract for the supply of GOODS/ SERVICES (hereinafter referred to as 'the Goods/ Services'). This Tender Document (hereinafter referred to as 'the Tender Document'), gives further details.

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**HPCL RENEWABLE AND GREEN ENERGY LIMITED (HPRGE)  
BIOMASS TO CBG PLANT AT BAREILLY & KANNAUJ, UTTAR PRADESH**

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**1.0 INTRODUCTION**

- 1.1** HPCL is a Maharatna CPSE and a Forbes 2000 company, owning and operating refineries that are producing variety of petroleum fuels and specialities. HPCL has formed a Wholly Owned Subsidiary in the name of HPCL Renewable & Green Energy Limited (HPRGE), which will manage the Biofuels & Renewables portfolio for HPCL.
- 1.2** Presently HPRGE is setting up a CBG plant in Bareilly & Kannauj district in the state of Uttar Pradesh processing Paddy straw as feedstock. HPRGE has developed an in-house anaerobic digestion technology named HP-RAMP technology, which shall be the core technology for the proposed CBG plant.
- 1.3** Avant-Garde systems and Controls (P) ltd., (AVANT-GARDE) has been appointed as the Consultant for preparation and submission of Detailed Feasibility Report and for complete Project Management and Consultancy (PMC) services.
- 1.4** It shall be understood that M/s. HPCL RENEWABLE AND GREEN ENERGY LIMITED shall be termed as PURCHASER, M/s. AVANT-GARDE SYSTEMS & CONTROLS (P) LTD., shall be termed as CONSULTANT and the LSTK BIDDER shall be termed as BIDDER, henceforth in this document.
- 1.5** Current EOI is published to shortlist bidders based on qualification criteria & signing of NDA format included in this EOI document. LSTK tender for executing the projects at CBG Bareilly and Kannauj shall be issued to qualified shortlisted bidders only.
- 1.6** A Non-Disclosure Agreement (NDA) shall be signed by the BIDDER and submitted along with the BID as per the NDA format included in this EOI document.
- 1.7** HPRGEL/ HPCL shall share technical documents of the proposed CBG plant only with the shortlisted BIDDERS. Bids submitted without signed NDA shall be liable for rejection.
- 1.8** The resulting shortlisting of bidders shall be valid for 120 days from due date/ extended due date of the current EOI.

**2.0 PROJECT INFORMATION**

<b>S.no</b>	<b>Description</b>	<b>Data</b>
2.1	Project Title	BIOMASS TO CBG PLANT AT BAREILLY & KANNAUJ, UTTAR

**HPCL RENEWABLE AND GREEN ENERGY LIMITED (HPRGE)  
BIOMASS TO CBG PLANT AT BAREILLY & KANNAUJ, UTTAR PRADESH**

<b>S.no</b>	<b>Description</b>	<b>Data</b>
		PRADESH
2.2	Name of Purchaser	HPCL RENEWABLE AND GREEN ENERGY LIMITED
2.3	Purchaser's Corporate Office	M/s. HPCL Renewable and Green Energy Limited Floor no. 5, Building no. PH5, Petroleum house road, No.17, Jamshedji Tata road, Church gate city, Mumbai, Maharashtra-400020.
2.4	Purchaser's Address for Communication	HPCL Renewable and Green Energy Ltd., First floor, C- Wing, Priyadarshini Building, Mumbai.
2.5	Purchaser Contact person	Ms. Sweta Kumari, Manager – Projects Mobile : 7666383418
2.6	Name of Consultant	Avant-Garde Systems and Controls (P) Ltd.,
2.7	Consultant's Address or Communication	67A, Porur Kundrathur High Road, Porur, Chennai - 600 116, Tamil Nadu, India.
2.8	Consultant's Contact person	Kind Attn.: Mr.S.Sivakumar, Chief Operating Officer, Tel.: 044-24827843 / 24828717-22 Fax : 044-24828531 E-Mail: <a href="mailto:ssivakumar@avant-garde.co.in">ssivakumar@avant-garde.co.in</a>
2.9	Nearest Railway station	
	For Bareilly Project	Bareilly
	For Kannauj Project	Kannauj
2.10	Nearest Airport	
	For Bareilly Project	Bareilly
	For Kannauj Project	Kannauj / Lucknow
2.11	Port of Disembarkation (for Sea Transport)	Kolkata
2.12	<b>Bareilly Site condition details</b>	

**HPCL RENEWABLE AND GREEN ENERGY LIMITED (HPRGE)  
BIOMASS TO CBG PLANT AT BAREILLY & KANNAUJ, UTTAR PRADESH**

<b>S.no</b>	<b>Description</b>	<b>Data</b>
2.12.1	<b>Ambient Temperature (Degree Celcius)</b>	
	Minimum	8
	Maximum	45
2.12.2	<b>Relative Humidity (%)</b>	
	Minimum	20
	Maximum	99.8
	Design	70
2.12.3	Altitude	268 m above MSL (Mean Sea Level)
2.12.4	Seismic Coefficient	As per IS 1893
2.12.5	Wind Direction	West – North-west
2.12.6	Rainfall (Annual average)	1000 mm
<b>2.13</b>	<b>Kannauj Site condition details</b>	
2.13.1	<b>Ambient Temperature (Degree Celcius)</b>	
	Minimum	8
	Maximum	45
2.13.2	<b>Relative Humidity (%)</b>	
	Minimum	1
	Maximum	100
	Design	70
2.13.3	Altitude	139 m above MSL (Mean Sea Level)
2.13.4	Seismic Coefficient	As per IS 1893
2.13.5	Wind Direction	North-west to South east



**HPCL RENEWABLE AND GREEN ENERGY LIMITED (HPRGE)**  
**BIOMASS TO CBG PLANT AT BAREILLY & KANNAUJ, UTTAR PRADESH**

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<b>S.no</b>	<b>Description</b>	<b>Data</b>
2.13.6	Rainfall (Annual average)	800mm

### **3.0 DESIGN BASIS AND SCOPE OF WORK, SUPPLY AND SERVICES**

#### **3.1 Plant- Introduction**

##### **3.1.1 Paddy Straw to CBG plant**

Paddy Straw is a byproduct during production of Rice crop. Since Paddy straw contains significant amount of organic matter, the same is utilized by digesting in an Anaerobic Reactor to produce Raw Biogas.

Intention for establishing a Paddy straw to CBG plant is to obtain Purified Biogas by way of Biomethanation. Biomethanation is a process of microbiological digestion of organic matter in anaerobic condition (absence of oxygen) to produce methane (CH<sub>4</sub>). However, the biogas generated during Biomethanation process contains other constituents also such as hydrogen sulphide (H<sub>2</sub>S), carbon-di-oxide (CO<sub>2</sub>), moisture (H<sub>2</sub>O), etc., Hence, the biogas produced is purified to concentrate methane by removing other constituents (impurities). The purified biogas is termed as 'Biomethane' and the compressed form of Biomethane is termed as Compressed Bio Gas (CBG)'.

##### **3.1.2 Process Description**

###### **3.1.2.1 Biogas production plant**

Paddy straw is a Seasonal product that is usually available during the end of Kharif Season (October to November). Since the proposed Paddy Straw to CBG plant is designed for round the year operation, Paddy straw needs to be collected during October to November and stored for round the year operation. Paddy straw from storage area shall be transferred to screening equipment such as Destoner to remove

foreign particles such as stones etc., and is handled in size optimizing systems such as Shredders. The Shredded feed is transferred to a Pre-conditioning Reactor,. The conditioned feed is transferred to Slurry preparation tank through pump and the Total solids level of the feed is adjusted by recycling the liquid digestate / addition of fresh water to suit the total solids concentration level requirement in the downstream Anaerobic Reactor.

Source of Microbes such as Cow dung, etc., is fed to Digester during start-up and is further developed to attain required culture concentration. Once minimum microbial culture concentration is attained, the prepared feed is gradually supplied to Anaerobic digester until design flow rate is achieved. Mesophilic conditions are maintained in the Anaerobic Reactor. Sufficient retention time is allowed for the microbes to digest the organic matter and during the process raw biogas is released, which is collected, purified and injected in CBG Grid. The left over digested material is removed from the digester, which is called as digestate. The digestate is processed in solid-liquid separator producing solid digestate and liquid digestate. The solid digestate is sun-dried producing Fermented organic manure, which is bagged and sold as manure. Part of liquid digestate formed is recycled in Anaerobic digester while the balance is available for filling in Vehicle tankers or Carboys, which is sold as liquid fertilizer or is treated in Effluent Treatment plant and reused within plant.

### **3.1.2.2 Bio Gas purification system**

The raw biogas available from Biogas production plant has methane (CH<sub>4</sub>), hydrogen sulphide (H<sub>2</sub>S) carbon-di-oxide (CO<sub>2</sub>), moisture (H<sub>2</sub>O) and other constituents. In-order to remove impurities and to increase the concentration of methane (CH<sub>4</sub>) the raw biogas is purified in Biogas purification / upgradation plant and hydrogen sulphide (H<sub>2</sub>S), carbon-di-oxide (CO<sub>2</sub>), moisture (H<sub>2</sub>O) is removed from raw biogas. The treated raw biogas from Biogas purification / upgradation plant shall have methane (CH<sub>4</sub>) content of minimum 96% which is compressed and filled in cascade cylinders for sale to CBG outlets or injected in gas piping grid at required pressure.

### **3.1.2.3 Effluent**

Liquid generated from process plant is recycled to the maximum extent possible within the plant. Effluents such as Spillages, inadvertent overflows, floor washing, ETP RO Reject and CIP waste water, Leachate from Paddy storage area & Sun drying area along with filtrate water from Secondary Solid-liquid separator is treated in ETP and the treated water is recycled within the plant.

## **3.2 DESIGN BASIS**

### **3.2.1 Process design basis**

**HPCL RENEWABLE AND GREEN ENERGY LIMITED (HPRGE)  
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<b>S.no</b>	<b>Parameter</b>	<b>Value</b>	<b>Unit of Measurement</b>
1.	Plant Operating period	330	days
2.	Plant operating hours	Pre-treatment system – 22 hours Balance of Plant – 24 hours	Hours per day
3.	Plant Feed rate	80	Tons per day
4.	Feedstock quality	As indicated in Clause no. 3.2.2.1	-
5.	Final and by-product quantity	As indicated in Clause no. 3.2.2.3, 3.2.2.4 & 3.2.2.5	-
6.	Final and by-product Product quality		
7.	Plant geographical conditions	As indicated in Project Information, Clause no. 1.2	-
8.	Core technology for Biogas generation	Anaerobic digestion	-
9.	Source of Utilities	(i) Fresh water – Borewell (ii) Power – from nearest Sub station. (iii) Instrument Air – by BIDDER (iv) Reverse Osmosis treated water – by BIDDER	-
10.	Process Design Philosophy	Plant shall be designed for maximum gas extraction and minimum liquid disposal outside plant boundary.	-

### **3.2.2 Plant Input and Output Quantity and Quality**

#### **3.2.2.1 Feedstock**

<b>S.no</b>	<b>Parameter</b>	<b>Value</b>	<b>Unit of Measurement</b>
<b>3.2.2.1.1</b>	<b>Name of feedstock</b>	Rice Straw	-

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<b>S.no</b>	<b>Parameter</b>	<b>Value</b>	<b>Unit of Measurement</b>
<b>3.2.2.1.2</b>	<b>Quantity</b>	80	tons per day (TPD)
<b>3.2.2.1.3</b>	<b>Quality</b>		
3.2.2.1.3.1	Total Solids (TS)	85	% w/w
3.2.2.1.3.2	Total Moisture (TM)	15	% w/w
3.2.2.1.3.3	Volatile solids (VS)	75	% w/w of TS
3.2.2.1.3.4	Other organics, Inorganics and Inert (Ash)	25	% w/w of TS
3.2.2.1.3.5	Bulk Density	101 to 142	kg/m <sup>3</sup>
3.2.2.1.3.6	Size	Length : 0.5 to 1.0	M
3.2.2.1.3.7	Bio-Methane Potential (BMP)	115	Kg/ton of feed

**3.2.2.2 Raw Bio Gas**

<b>S.no</b>	<b>Parameter</b>	<b>Value</b>	<b>Unit of Measurement</b>
<b>3.2.2.2.1</b>	<b>Source of Raw Biogas</b>	Anaerobic Digester	-
<b>3.2.2.2.2</b>	<b>Flowrate</b>	Refer Mass balance diagram (2-2024431-300-209, rev 1 for Bareilly & 2-2024431-300-212, rev 1 for Kannauj) for minimum values. Mass balance diagram shall be shared post receipt of NDA from BIDDER.	TPD
<b>3.2.2.2.3</b>	<b>Quality</b>		
3.2.2.2.3.1	Methane (CH <sub>4</sub> )	50 to 55	% v/v
3.2.2.2.3.2	Carbon-di-oxide (CO <sub>2</sub> )	35 to 40	% v/v

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3.2.2.2.3.3	Hydrogen Sulphide (H <sub>2</sub> S)	0 to 0.5	% v/v
3.2.2.2.3.4	Moisture (H <sub>2</sub> O)	5 to 7	% v/v
3.2.2.2.3.5	Nitrogen (N <sub>2</sub> )	0 to 3	% v/v

### 3.2.2.3 Purified Bio Gas

S.no	Parameter	Value	Unit of Measurement
<b>3.2.2.3.1</b>	<b>Quality</b>		
3.2.2.3.1.1	Methane (CH <sub>4</sub> )	Minimum 96	% v/v
3.2.2.3.1.2	Carbon-di-oxide (CO <sub>2</sub> )	< 4	% v/v
3.2.2.3.1.3	Carbon-di-oxide (CO <sub>2</sub> ) + Nitrogen (N <sub>2</sub> ) + Oxygen (O <sub>2</sub> )	< 5	% v/v
3.2.2.3.1.4	Oxygen (O <sub>2</sub> )	< 0.5	% v/v
3.2.2.3.1.5	Total Sulphur (including H <sub>2</sub> S)	< 20	mg/m <sup>3</sup>
3.2.2.3.1.6	Moisture (H <sub>2</sub> O)	< 5	mg/m <sup>3</sup>

### 3.2.2.4 Fermented Organic Manure

S.no	Parameter	Value	Unit of Measurement
<b>3.2.2.4.1</b>	<b>Quality</b>	The Fertilizer (Inorganic, Organic or Mixed) (Control) order 1985' –latest version, Schedule IV Part A. Clause No.9 & 10	
3.2.2.4.1.1	Total Moisture (TM)	30 – 70	% w/w
3.2.2.4.1.2	Total Solids (TS)	30 - 70	% w/w
3.2.2.4.1.3	NPK nutrients - Total of N, P <sub>2</sub> O <sub>5</sub> and K <sub>2</sub> O nutrient	Not less than 1.2	%w/w

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<b>S.no</b>	<b>Parameter</b>	<b>Value</b>	<b>Unit of Measurement</b>
3.2.2.4.1.4	Total organic carbon	Minimum 14	%w/w
3.2.2.4.1.5	C:N ratio	Up to 30	-
3.2.2.4.1.6	Particle size	Minimum 90% material should pass through 4.0mm IS Sieve	-
3.2.2.4.1.7	pH	6.5 to 8.4	-
3.2.2.4.1.8	Pathogens	Nil	-
3.2.2.4.1.9	Conductivity	Not more than 4.0	dsm <sup>-1</sup>
3.2.2.4.1.10	Heavy metal content	Maximum values	
3.2.2.4.1.11	Arsenic as (As <sub>2</sub> O <sub>3</sub> ) Cadmium (as Cd) Chromium (as Cr) Copper (as Cu) Mercury (as Hg) Nickel (as Ni) Lead (as Pb) Zinc (as Zn)	10.00 5.00 50.00 300.00 0.15 50.00 100.00 1000.00	mg/kg

**3.2.2.5 Liquid Fermented Organic Manure**

<b>S.no</b>	<b>Parameter</b>	<b>Value</b>	<b>Unit of Measurement</b>
<b>3.2.2.5.1</b>	<b>Quality</b>	The Fertilizer (Inorganic, Organic or Mixed) (Control) order 1985' –latest version, Schedule IV Part A. Clause No.9 & 10	
3.2.2.5.1.1	Total Moisture (TM)	90 to 97	% w/w
3.2.2.5.1.2	Total Solids (TS)	3 to 10	% w/w
3.2.2.5.1.3	NPK nutrients - Total of N, P <sub>2</sub> O <sub>5</sub> and K <sub>2</sub> O nutrient	Should not be less than 1.2 (on dry basis)	%w/w
3.2.2.5.1.4	Total organic carbon	Minimum 14 (on dry basis)	%w/w

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3.2.2.5.1.5	C:N ratio	Up to 30	-
3.2.2.5.1.6	pH	6.5 to 8.4	-
3.2.2.5.1.7	Conductivity	Not more than 4.0	dsm <sup>-1</sup>
3.2.2.5.1.8	Heavy metal content	Maximum Values	
3.2.2.5.1.9	Arsenic as (As <sub>2</sub> O <sub>3</sub> )	10.00	mg/kg
	Cadmium (as Cd)	5.00	
	Chromium (as Cr)	50.00	
	Copper (as Cu)	300.00	
	Mercury (as Hg)	0.15	
	Nickel (as Ni)	50.00	
	Lead (as Pb)	100.00	
	Zinc (as Zn)	1000.00	

### 3.3 SCOPE OF WORK

3.3.1 The scope of work covered in this document includes design, engineering, procurement, manufacturing, shop fabrication, assembly, shop testing and inspection at manufacturer's works, supply, packing and forwarding, transportation, unloading, handling at site, erection, cleaning, testing, commissioning, trial operation, final painting, insulation, performance testing, complete spares & maintenance tools, etc., of 80 TPD BIOMASS (RICE STRAW) to COMPRESSED BIOGAS (CBG) PLANTS at Bareilly & Kannauj, Uttar Pradesh, India. After successful completion of plants' Commissioning, BIDDER shall take care of the complete Operation & Maintenance of both the CBG Plants for Five (5) years.

3.3.2 The scope of supplies and services shall be inclusive of all associated accessories and interconnecting arrangements along with other supplies that are necessary for proper, safe and reliable continuous operation and for satisfactory maintenance and repair.

This document shall be read in conjunction with the drawings and other documents included as annexures in this tender document. The successful LSTK BIDDER (LSTK CONTRACTOR) has to carry out execution of complete scope of work as per tender document on single point responsibility basis. The broad scope of work is furnished in the below sections of this document. The scope is listed for one plant. Similar scope will be applicable for the 2<sup>nd</sup> Plant as well. Hence, bidders to quote accordingly.

### **3.4 SCOPE OF SUPPLY**

#### **3.4.1 Mechanical**

The Scope of Supply of BIDDER shall include all mechanical equipment required for complete erection of the CBG plant/s, but not limited to the following sections.

- 3.4.1.1 Feed Sizing reduction section
- 3.4.1.2 Feed Pre-treatment section
- 3.4.1.3 Digestion Section with Flare stack system
- 3.4.1.4 Hot Water generator section
- 3.4.1.5 Raw Biogas Purification system
- 3.4.1.6 Digestate Solid-Liquid separation section
- 3.4.1.7 Solid digestate Sun drying section
- 3.4.1.8 Liquid digestate storage section
- 3.4.1.9 Manure Bagging section
- 3.4.1.10 O&M spares

#### **3.4.2 Electrical:** Complete Electrical system for the plant/s including O&M spares

#### **3.4.3 Instrumentation and Control system :** Complete Instrumentation and Control system for the plant/s including O&M spares

#### **3.4.4 Civil**

##### **3.4.4.1** Civil Construction works for the following

- (i) Civil structures such as Equipment buildings.
- (ii) Civil foundations for all Static and Rotary equipment, tanks, vessels, Pipe supports, etc.,
- (iii) Structural sheds such as Pre-treatment section shed, Manure storage sheds
- (iv) Cable trenches
- (v) Effluent and Leachate collection Pits

##### **3.4.4.2** **Mandatory spares** for regular operation of plant shall be in the scope of BIDDER, as covered in the respective chapter of this RFQ.

##### **3.4.4.3** **One set of special tools and tackles** required for erection, operation, maintenance, inspection and repair of the equipment / systems shall also be supplied. These items shall be packed in the steel boxes with necessary instructions.



Refer Annexure 4 for the list of special tools and tackles. The list attached is only the minimum requirement and all tools and tackles required to handle all plant equipment shall be included by the BIDDER.

**3.4.5 Utility requirement**

Arrangement of Power & water for construction activities shall be made by the **BIDDER** in the construction site.

**3.5 Scope of Services**

- 3.5.1 Detailed design and engineering of complete Paddy straw to CBG plant as defined in the scope of supply.
- 3.5.2 Civil design, detailed engineering, construction drawings preparation and construction of complete Paddy straw to CBG plant.
- 3.5.3 Procurement, manufacturing, shop fabrication, assembly, Testing and Inspection, supply, packing and forwarding, transportation, unloading, handling at site, cleaning, testing and final painting of all equipment/systems/supplies.
- 3.5.4 Erection of complete Paddy straw to CBG plant as defined in the scope of supply.
- 3.5.5 Satisfactory commissioning of complete Paddy straw to CBG plant.
- 3.5.6 Trial run, Reliability run and Performance testing of complete Paddy straw to CBG plant.
- 3.5.7 As Built drawings & Operation and Maintenance manual shall be submitted by the BIDDER after the completion of erection & commissioning of the system.
- 3.5.8 Training of plant personnel.
- 3.5.9 Handing over of complete Paddy straw to CBG plant as defined in the scope of supply of BIDDER.
- 3.5.10 Analysis of feed, raw biogas, purified biogas at each purification system stage, digestate at each processing stages for all the parameters as given in Design basis shall be made during commissioning, performance guarantee testing and all the report shall be submitted to the **PURCHASER / CONSULTANT**.
- 3.5.11 Operation and Maintenance (O&M) of complete Paddy straw to CBG plant for a minimum period of five (5) years after successful commissioning and achieving the rated output and recovery with quality as per schedule of performance guarantee. Scope of operation and maintenance besides complete plant operation shall include

supply of required Chemical and consumables. **Utilities such as Fresh water and Electrical power shall be provided by PURCHASER during the O&M contract period.** Detailed List of activity to be performed during O&M service is covered in the Chapter 'Operation and Maintenance'.

**3.6 Terminal points / Battery limits :**

3.6.1 Paddy straw supply at the gate of proposed 'Paddy straw to CBG plant' shall be in the scope of PURCHASER.

Further handling and storage in the Paddy straw storage section shall be by BIDDER. Further processing such as retrieving from storage area, loading in vehicle, transfer to Paddy straw pre-treatment section shall be in the scope of BIDDER under O&M scope of supply.

3.6.2 Compressed Biogas (CBG) from Medium/High Pressure compressor shall be terminated by BIDDER at the plant boundary. However, as the City Gas Distribution (CGD) grid line extends to the plant, the BIDDER shall pump the Compressed Biogas (CBG) to the grid line from the plant under the O&M Scope.¶

CBG compression and transfer from medium pressure compressor shall be by BIDDER under O&M scope of supply.

3.6.3 Concentrated Solid digestate from Decanter centrifuge and Belt press shall be terminated at the outlet of respective system by BIDDER.

Collection and transfer of solid digestate from decanter centrifuge and belt press system outlet to manure bagging section, sun drying, manure handling, bagging and stitching, handling of manure bags for storage and loading in vehicles, etc., shall be by BIDDER under O&M Service scope. Solid manure Transportation and Sale shall be by PURCHASER.

3.6.4 Liquid manure from Lagoon 1 & 2 transfer pump discharge pipeline shall be terminated at tanker lorry filling point by BIDDER. Further transportation and sale of Liquid manure shall be by PURCHASER.

Liquid manure filling in lorry tankers shall be by BIDDER under O&M scope.

3.6.5 Flue gas from Hot water generator shall be discharged by BIDDER through Chimney of suitable height ensuring that the flue gas quality is within CPCB norms. Carbon-di-oxide (CO<sub>2</sub>) from Carbon-di-oxide removal system shall be vented out by BIDDER through vent provision extended at elevated level much above .

3.6.6 Borewell laying shall be by BIDDER. Fresh water piping from borewell to plant

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shall be by BIDDER.

3.6.7 Cow dung, Chemicals and consumables required for plant Startup, stabilisation, commissioning and Performance guarantee testing shall be by BIDDER.

Chemicals and consumables required for plant regular operation shall be by BIDDER under O&M scope.

**3.6.8 Electrical :**

Sl. No.	Description	:	Terminal Point
1	33kV Power Supply	:	From the SEB line at the main gate of the plant.
2	Lightning Protection System for system in scope.	:	Two (2) terminals with the main earth grid.
3	Earthing Protection System for system in scope	:	Two (2) terminals with the main earth grid.

3.6.9 **Instrumentation & Control system :** Complete Instrumentation and Control system shall be in the scope of BIDDER.

**3.7 Exclusions**

3.7.1 Paddy straw storage section

3.7.2 Sun drying section

3.7.3 Lagoon

3.7.4 Roads & Drains

3.7.5 Paddy straw sourcing and transportation to proposed CBG plant.

3.7.6 Compressed Biogas (Medium pressure) transfer piping from plant boundary to Gas Grid.

3.7.7 Plant vehicles

- 3.7.8 Civil : Plant building, Administration building, Boundary wall, Sale / disposal of Solid Manure.
- 3.7.9 Electrical: Power Incomer line (33kV) line from Sub-station to plant boundary.
- 3.7.10 Plant communication system.
- 3.7.11** Obtaining various Statutory clearances for the complete plant. However, Drawing and documents required for obtaining such Statutory clearances shall be in the scope of BIDDER. Obtaining Statutory clearances for arranging Power and Water for Construction purposes shall be by BIDDER.
- 4.0 PLANT COMMISSIONING, PERFORMANCE GUARANTEE TEST & PLANT TAKE OVER**
- 5.1 This specification gives the definitions relating to commissioning and details about trial run, reliability run, performance testing, final handing over, guarantees and penalties for shortfall in performance.
- 5.2 “**COMMISSIONING**” shall mean the first operation of the equipment (after all initial adjustments, trials, cleaning and reassembly required at site if any, have been completed) and the equipment is made ready for commercial use.
- 5.3 “**SATISFACTORY COMMISSIONING**” for the purpose of claiming retention money, means the continuous operation of the equipment to the full capacity and establishment of its strict performance to the contract requirement, after the following activities are completed and certified:
- a. All the items as per contract have been supplied and erected without any leakage
  - b. All piping, valves and pipe supports have been erected & commissioned
  - c. All instruments have been calibrated and entire plant put into operation through PLC.
  - d. All individual equipment shall perform as per the requirement.
- 5.3.1 Trial run and provisional take-over**

- 5.3.1.1 After all the systems have been erected & satisfactorily commissioned and completely stabilized and proved safe, the **BIDDER** in consultation with the **PURCHASER / CONSULTANT** shall offer the system as a whole for continuous and safe operation of "trial run" for 7 days. A "reliability run" at rated design load for 24 hours of uninterrupted operation shall also be undertaken during such "trial run". If the **BIDDER** is not able to operate the plant continuously for the above period, due to the insufficient storage capacity or due to the very less product / by product consumption, then the above duration of trial run & reliability run can be optimized as per the site condition.
- 5.3.1.2 In case the trial operation is interrupted by default of the **BIDDER** at any time then, and excepting any trivial tripping, it will be repeated from the beginning, after modification / adjustments / verifications by the **BIDDER** as required and agreed by the **PURCHASER / CONSULTANT**. In case the trial operation is interrupted by default of the **PURCHASER**, then trial run for the balance period can be continued after the re-start.
- 5.3.1.3 After such safe, stable and successful trial run, the package shall be considered operationally reliable and satisfactorily commissioned, and can be considered for provisional take over.
- 6.0 OPERATION AND MAINTENANCE (O & M)**
- 6.1 BIDDER shall include five (5) years of complete Operation & Maintenance of the Rice straw based CBG plant in their scope of supply.
- 6.2 This scope covers, ensuring the plant smooth, safe and efficient operation of the CBG plant, maximizing uptime, and guaranteeing that all records and logs are maintained in compliance with regulatory and operational standards.
- 6.3 BIDDER shall provide sufficient qualified manpower which includes operation and maintenance. Manpower for Operation comprises of Plant manager, Shift supervisor, Operators, technicians, quality control officer, safety officer, Skilled and Unskilled labours. Manpower for maintenance comprises of Maintenance-In-charge, mechanical technician, electrical technician, Utility operators, Skilled and Unskilled labours. Bidder shall submit the organization chart along with their qualification and experience as part of the bid document. The organization chart should also include the house keeping and security staff.
- 6.4 BIDDER shall provide basic facilities for the PURCHASER's Engineering in charge in the plant premise.

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- 6.5 BIDDER shall prepare and submit a detailed Standard Operating Procedure (SOP) for the complete plant and obtain approval from HPRGE. HPRGE approved SOP shall be circulated to all stakeholders before start of Operation services in the proposed CBG plant.
- 6.6 BIDDER shall provide the detailed maintenance schedule and procedure, which covers preventive maintenance, corrective maintenance, shutdown and overhaul maintenance. In the preventive maintenance, BIDDER shall clearly indicate the equipment comes under daily basis, weekly basis, monthly basis, quarterly basis and yearly basis.
- 6.7 In the corrective maintenance BIDDER shall provide the procedure for scheduled repair and an action plan for the unscheduled repairs to minimize the downtime.
- 6.8 BIDDER shall provide the detailed inspection procedure for annual plant shutdown of major equipment.
- 6.9 BIDDER shall maintain a proper logbook to record the operational activities of the plant.
- 6.10 BIDDER shall maintain the log sheet to record the process parameter at regular intervals as specified in the operational manual. Logging through automation with time stamp is preferred.
- 6.11 Quality parameters of Feed, CBG, Solid & Liquid manure shall be monitored & logged in specified intervals as stated in operational manual.
- 6.12 The effluent treatment parameter shall be monitored & logged in separate log sheet.
- 6.13 Stock register to be maintained for incoming raw materials, yeast/microbes, fuel, nitrogen/LPG cylinders, catalysts/adsorbents, chemicals & consumables (bags). Dispatch register to be maintained for sale of CBG, solid & liquid manures as well as for disposal of Solid and Liquid waste.
- 6.14 The BIDDER shall ensure the cleanliness of the plant.
- 6.15 Operation of the entire plant shall be as per the operational manual provided by the technology provider.
- 6.16 Material handling shall be in accordance with the procedure mentioned in the O&M Manual.
- 6.17 License documents from statutory & regulatory authorities to be kept updated

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- 6.18 Necessary statutory & Regulatory records for the purpose of operation the plant shall be maintained.
- 6.19 Safety manual for safe operation of all the equipments & general safety guidelines shall be made available for safe operation of the plant
- 6.20 Provide PPE's for all the staff/supervisors employed by the BIDDER.
- 6.21 It may be noted that client shall always have the right to inspect the plant and premises for ensuring that the system is maintained in good condition throughout the contract period and any observation noted shall be rectified by the BIDDER. Suitable penalty or recovery in actual will be done if any faults are rectified by PURCHASER.
- 6.22 BIDDER shall maintain his own tools & tackles for carrying out all maintenance jobs. Maintenance tools/tackles or consumables supplied to site shall not be taken out during or after O&M period.
- 6.23 BIDDER will be responsible for Store Management/Material/Scrap Management Services.
- 6.24 Availability of all the equipments and the total system to ensure better efficiency and higher levels of productivity.
- 6.25 Introduction of innovative ideas which can save in terms of time or money.
- 6.26 BIDDER has to generate daily, weekly and monthly reports covering the production rate, major breakdown / modification activities that occur during that particular period to the PURCHASER.
- 6.27 Modification to be carried out by the BIDDER for improvement of plant efficiency and reliability. Any material/spare required for the same shall be the responsibility of the BIDDER.
- 6.28 No scrap shall be taken out by BIDDER without the approval of PURCHASER.
- 6.29 BIDDER shall conduct mock drills at periodic intervals.
- 6.30 Non-compliance to Operation and Maintenance procedures, Failure to meet schedule and O & M service requirements and Responsibilities, Non-adherence to Safety norms, etc., shall attract imposition of Penalty on the BIDDER.
- 6.31 The above O&M activities are not exhaustive. Any additional maintenance activities need to be carried out for the smooth operation of the plant shall also be the scope of the BIDDER without any additional claim.

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## **1.0 Project Description**

**M/s. HPCL RENEWABLE AND GREEN ENERGY LIMITED** invites Bids through e-tendering mode for the Design, engineering, procurement, manufacturing, shop fabrication, assembly, shop testing and inspection at manufacturer's works, supply, packing and forwarding, transportation, unloading, handling at site, erection, cleaning, testing, commissioning, trial operation, final painting, insulation, performance testing, complete spares & maintenance tools, etc., of 80 TPD BIOMASS (RICE STRAW) to COMPRESSED BIOGAS (CBG) PLANTS at two locations of Bareilly and Kannauj, Uttar Pradesh, India on Lumpsum Turnkey basis. After successful completion of plant Commissioning, BIDDER has to carry out complete Operation & Maintenance of the CBG Plants for Five (5) years.

## **2.0 SCOPE OF WORK:**

The Contractor's scope of work includes, detailed engineering for all equipment & accessories, procurement, manufacturing & supply of complete materials & bought-out items whatever deemed necessary for mechanical, electrical & instrumentation, fabrication, testing and Inspection at shop/site as required, loading, unloading & transportation, storage at site, assembly, construction, erection of mechanical, electrical & instrumentation system, inspection, testing, painting, insulation, commissioning, trial runs, demonstration of guarantees, calibration, interface, supply of complete spares & maintenance tools, etc., and also to carryout operation & maintenance of the CBG plants for Five (5) years from successful completion of guarantees.

For detailed scope of work, please refer the complete technical part of the tender document.

### **Project Site Address:**

Bareilly: Village Simra Keshopur, Gate No. 85,  
Tehsil- Faridpur, Bareilly -243503.

Kannauj: Village Jankhat, Gata no 4859,  
Tehsil Tirwa, Kannauj district, 209736

### **Contact Person:**

#### **HPRGE HQO:**

**Ms. Sweta Kumari, Manager-Projects**

Mob : 7666383418

Email : [swetakumari1@hpcl.in](mailto:swetakumari1@hpcl.in)

#### **Bareilly Site :**

**Shri. Abdul S Nayeem, Manager-Projects**

Mob : 9542945643

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

#### **Kannauj Site:**

**Shri Abhishek Anand, Project Engineer**

Mob : 9113181308

Email : [abhishek.anand@hpcl.in](mailto:abhishek.anand@hpcl.in)

**Commercial Queries**

**Shri. Ujwal C, Sr. Manager Procurement**

Mob: 9611199381

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

**3.0 PRE-QUALIFICATION CRITERIA (PQC)**

Bidders with sound technical and financial capabilities fulfilling the qualifying requirements stated herein may participate in this tender.

PART –I being the Techno-Commercial Bid without Price Bid and PART – II shall be Price Bid

**A1. QUALIFYING REQUIREMENT**

**Stage 1: Pre-Qualifying Criteria (PQC)**

Bidders shall meet all the criteria given here under:

**1.1 EXPERIENCE CRITERIA- TECHNICAL:**

- 1.1.1 The Bidder, shall have experience of having successfully carried out and completed similar work(s)\* during the last 7 years ending last day of the month previous to the one in which bids are invited, which experience should be any one of the following:

<b>I. One Similar (*) Completed work of value not less than</b>	<b>OR</b>	<b>II. Two Similar (*) completed work of value not less than</b>	<b>OR</b>	<b>III. Three Similar (*) Completed work of value not less than</b>
In INR Crore		In INR Crore		In INR Crore
129.66		81.04		64.83

\*Similar Completed Works shall be as defined as :

- a) The Bidder (bidding entity and/or their fully owned parent company) should be an EPC Contractor having experience in Oil & Gas Sector (Upstream and/or downstream petroleum & Petrochemical refineries), Chemicals & Fertilizer Industries, Biotechnology based Plants in India.
- b) The Bidder should have specific experience as EPC Contractor in :
  - i. Compressed Biogas Plants / Biogas plants from Bio-feed stocks and/or Municipal Solid Waste and/or industrial waste and/or sewage treatment plant waste, and/or animal waste; or
  - ii. Sugar Plants / Paper & Pulp Mills / 1G ethanol Plants; or

- iii. Bio-processing in Pharmaceutical Industries; or
- iv. Hydrocarbon Gas treatment & handling system and/or Hydrogen and/or Ammonia Reformer package system in Oil & Gas sector and/or Chemical & Fertilizer Plants.

1.1.2 The Bidder having their own technology on Compressed Bio-Gas (CBG) from agricultural residue and/or those having agreement (Technology Partnership and/or Engineering Partnership) with such CBG technology provider(s) are not considered.

1.1.3 The reference plants should be of commercial scale in the industries and has to be non-captive.

1.1.4 The above referred commercial plant should be operational at the time of this tender evaluation with an aggregate capacity of at least 60% of the design capacity.

1.1.5 The Bidder to confirm that the reference qualifying job has completed minimum of 1 year of operation.

1.1.6 As documentary evidence for above plant: The Bidder should submit documentary evidence (Work Order, Sales or Purchase Order, Mechanical Completion certificate and One year safe operating certificate issued by the Owner)

**NOTE:**

“\*”-7 (Seven ) years as specified above shall be reckoned from the last day of the month previous to the one in which bids are invited (also referred to as “**reference date**”).

**1.1.7 DOCUMENTS TO BE SUBMITTED BY BIDDER FOR EXPERIENCE  
CRITERIA TECHNICAL**

Bidder shall submit the following documents as proof for clause 1.1.1- 1.1.4:

- a. Copy of relevant pages of qualifying work order(s)/contract agreement(s)/contract document(s) for such project mentioning the work order number and date, indicating the scope of work and value complete with all relevant technical and other details.
- b. Completion certificate(s) from the Client certifying completed value, satisfactory completion, commissioning, and successful guarantee tests towards the work order of such project submitted above as proof.
- c. Certificate from the client that the facility /plant of the said project completed by the bidder against the work order submitted above is in satisfactory operation for one year and has achieved 60% or more thru put of “Name Plate capacity” in terms of CBG output.

- d. Documents (PO copies & completion certificates) of sub contracted jobs shall be accepted only if the bidder submits documentary evidence that the supplier was approved or recognized by the client/owner (company issuing the main purchase order). This document is not required if the completion certificate of the sub contracted work is issued or certified by the client/owner.
- e. For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of bid opening.

**NOTE:**

If the documents i.e. Purchase Order/Balance Sheets submitted by the bidder for BQC compliance are in foreign currency, then the same will be evaluated basis the currency conversion rate (RBI reference rate) prevailing as on that date of the document .e.g. Date of purchase order etc.

## **1.2 FINANCIAL CRITERIA**

- 1.2.1 The bidder shall meet the minimum prescribed Average Annual Financial Turnover of the bidder during the last (3) three Years, ending **March 2025** as per the below requirement:

- 1.2.2

**Average Annual financial turnover, as per audited balance sheet and Profit & Loss account during the last three financial years ending March 2025 shall be at least Rs. 48.62 Crores.**

### **1.2.3 NET WORTH**

The financial net worth of the Bidder as per the audited financial results of immediate preceding financial year shall be positive. Bidders with negative net worth will not be considered barring PSUs approved by HPRGE.

### **1.2.4 WORKING CAPITAL REQUIREMENT**

Working Capital of this project is INR 16.20 Crores. This requirement may be fulfilled by:

Working Capital as per the latest financial statement.

AND

Either

- A. Tie-up for the tender with Scheduled banks (other than Cooperative banks) and public sector financial institutions for works contract.

OR

- B. Confirmation from any Scheduled Bank (other than Co-operative Bank) of any date between the tender floatation and bid due date, certifying availability of line of credit for the tender.

Wherever the bidder is unable to meet the Working Capital requirement by his Financial Statements, the shortfall can be made good by either Tie-up for the tender with Financial institutions for works contract

OR

Confirmation from the bank regarding availability of line of credit for the specified tender.

Note: The bidder shall furnish the original confirmation letter from the bank for availability of working capital on or before the Bid Submission due date and time at the address mentioned below:

HPCL Renewable and Green Energy Ltd., First floor, C- Wing, Priyadarshini Building, Mumbai.
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Ms. Sweta Kumari, Manager – Projects Mobile: 7666383418
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### **1.3 DOCUMENTATION**

**1.3.1** Bidder shall furnish documentary proof of fulfilling the Bidder's Qualification Criteria. For Financial Criteria, bidder shall submit complete audited financial statement along with audit reports, profit & loss accounts statement and all schedules of the preceding 3 (Three) financial years.

**1.3.2** Bidder shall submit complete set of audited annual financial statements.

- i) In case of companies, standalone financial statement shall be considered.
- ii) While computing the annual turnover, other income shall not be considered.
- iii) Average turnover shall be determined by summing up the annual turnover of each financial year and dividing the sum by three. In the event a bidder does not have turnover in any one or two of the years of the submitted financial years, the turnover for that/ those years shall be taken as Nil and the average turnover will be calculated by considering the denominator as 3 years to determine the conformity to the turnover criteria.
- iv) For the bidders following financial year closing at the end of June or September or December, the last three financial years ending with June or September or December respectively will be considered.
- v) For bidders (Other than Body Corporate), turnover certificate duly certified by Chartered Accountant can be provided under exceptional circumstances, where audited financial statements are not available.
- vi) Bidder to ensure that any Attestation/ Certification/ Audited Financial Statement by Chartered Accountant submitted in Bid Document should bear Unique Document Identification Number (UDIN)

- vii) In case where audited results for the last financial year i.e. 31st March, 2025, as on the date of submission of the tender are not available bidders shall submit the audited results of three consecutive financial years preceding the last financial year, i.e. 2021-22, 2022-23 & 2023-24 and a Certificate signed by CEO/ CFO/ Partner/ Proprietor of the Bidder shall be submitted stating that the financial results of the last financial year of the Company / firm are under audit as on the date of submission of the bid.
- viii) **Authentication of documents:** All documents submitted by bidders in support of meeting the BQC shall be authenticated in below manner:
- a) Accountant (not being an employee or a Director and not having any interest in the bidder's Company or Parent Company/Subsidiary) where audited accounts are not mandatory as per law.

OR

- b) Documents duly notarized by any notary public / Apostille in the bidder's country or certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/High Commission in Bidder's country.

OR

- c) Self-certified documents in original from any one out of CEO or CFO or Company Secretary or any Functional Director in Board of Members of the bidder (Limited company only) along with Self- Certification. This option shall not be applicable to Proprietorship/ Partnership firms.
- ix) Requirement of above certification shall not be applicable to published audited annual financial statements in English, if audited annual financial statements in English are uploaded by the bidder and its original booklets are submitted
- x) In case a foreign bidder submits any of the Bidder's Qualification support documents in any language other than English, then it will be the responsibility of such foreign bidder to also provide the English translation copy duly authenticated by any one of the following:
- a) Local chamber of commerce,  
b) Indian embassy in bidder's country,  
c) Bidder's country's embassy in India,  
d) Any translator in India recognized/authorized by Bidder's country's Embassy.

- 1.3.3** Offers received from Vendors who are blacklisted or Holiday listed by HPRGE / HPCL as of due date of this tender shall not be considered for evaluation and shall be rejected.

- 1.3.4** Any additional documents, if deemed necessary to establish the qualifying requirements may be submitted by the Bidder.
- 1.3.5** Submission of authentic documents is the prime responsibility of the Bidder. However, HPRGE / AG reserves the right of getting the document cross verified, at their discretion from the document issuing authority. However, Bidder shall provide all necessary assistance in this regard.
- 1.3.6** Owner / PMC reserve the right to complete the evaluation based on the details furnished in the PQ Bid. Owner / PMC may ask bidder to furnish any supporting document (within a fixed time frame) which is required in addition to the documents uploaded by bidders in support of meeting bid qualification criteria.
- 1.3.7** In case bidder fails to submit documents in accordance to the provisions of BQC to meet the Qualification Criteria within the stipulated time, the Bid may be rendered to be summarily rejected.

**1.4 Bidder Eligibility Criteria**

**1.4.1** Parties who are affiliates of one another can decide which Affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. "Affiliate" of a Party shall mean any company or legal entity which:

- a. controls either directly or indirectly a Party, or
- b. which is controlled directly or indirectly by a Party; or
- c. is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a Party. "Control" means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.

**1.4.2** Bids may be submitted by:

- a. A single person/ entity (called sole bidder);
- b. A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;
- c. Subsidiaries / Affiliates of Indian / foreign companies

Fulfilment of Eligibility criteria and certain additional conditions in respect of each of the above types of bidders are stated below, respectively:

- a. The bidders (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfil each eligibility criteria
- b. In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfil each eligibility criteria or any one constituent member/ promoter of such a JV shall fulfil each eligibility criteria. If the bid is received with the proposal that one constituent member/ promoter fulfils each eligibility criteria, then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by Owner. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary



technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc. etc.

- c. Subsidiaries / Affiliates of Indian or foreign companies which are registered in India and having manufacturing facilities or establishment towards providing services in India are allowed to participate in this tender, subject to meeting the local content provisions as per the MII clause enclosed with this tender. Such entities can participate either on the basis of their credentials (Technical & Financial) or on the basis of the credentials (Technical or Financial) of their parent / affiliate company, as per the PQC requirements applicable for this tender. If credentials of parent/ affiliate are sought to be relied upon, then the Indian subsidiary must meet the other PQC, either Technical or Financial. Moreover the parent/affiliate will also provide suitable Guarantees to ensure completion of the work in all respects.
- In case the parent / affiliate company is from a country which shares a land border with India, then the subsidiary / affiliate company will be eligible to bid in this tender only if the parent / affiliate company is registered with the Competent Authority constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).



## Abbreviations used in this Tender

Sr. No.	Abbreviation	Meaning
1	PO	Purchase Order
2	CAMC	Comprehensive Annual Maintenance Contract
3	PQC	Pre-qualification Criteria
4	PAN	Permanent Account Number
5	BG	Bank Guarantee
6	CPBG	Composite Performance Bank Guarantee
7	MSE	Micro & Small Enterprises
8	GST	Goods and Service Tax
9	PLR	Prime Lending Rate
10	DD	Demand Draft
11	GTC	General Terms and Conditions
12	SBI	State Bank Of India
13	SOR	SCHEDULE OF RATES
14	GST	GOODS AND SERVICE TAX
15	CGST	CENTRAL GOODS AND SERVICE TAX
16	SGST	STATE GOODS AND SERVICE TAX
17	IGST	INTERGRATED GOODS AND SERVICE TAX
18	EMD	Earnest Money Deposit

## Instructions to Bidders

1. Vendor is advised to submit their bids taking full notice of all the technical specifications, terms and conditions. Bidders are to note that this tender is on e-procurement platform and hence the interested bidders can participate in the tender (Techno-Commercial and Price Bids) only through the internet through the website <http://etender.hpcl.co.in>. Response in any other form shall not be accepted.
2. Please send email to [eprochelpdesk@mail.hpcl.co.in](mailto:eprochelpdesk@mail.hpcl.co.in) with complete details –vendor code, contact no, tender no, due date and time, along with step by step screenshots of problem/issue faced by the vendor.
3. Vendor can also contact Eprochelpdesk on contact nos provided in Vendor's Eproc Bidding Portal Home page : +91-22-41146666 or +91 -7710911191 . The helpdesk support is available 6 days a week from 8AM to 8 PM (except public holidays)."
4. **Bidders shall be required to arrange all resources, including Digital IDs and Internet Connections at their own cost, for participating in online tenders at HPCL e-Procurement site <http://etender.hpcl.co.in/>**
5. **Eligible Bidders are required to submit their offer in two parts - Techno Commercial bid and Price Bid. The Techno Commercial as well as Price Bid shall both be submitted online as electronic digitally signed & sealed bids at site <http://etender.hpcl.co.in/> along with the documents as required in this tender.**
6. **Submission of Bids:**
  - i. Bids are required to be submitted in 2 parts- **Techno Commercial Bid and Priced Bid**
  - ii. Eligible Bidders are required to submit their offer only online at website <https://etender.hpcl.co.in/> by the tender due date / time as specified in the tender. Late/ delayed tenders submitted on line after the due date and time, for whatsoever reasons will not be considered. Physical bids shall not be accepted
  - iii. The Techno Commercial as well as Price Bid shall both be submitted online along with the documents as required in this tender.
  - iv. **Only technical bids shall be evaluated for shortlisting of bidders as per EOI terms and conditions. Priced bids are sought for completion of process of participation in e-procurement & priced bids submitted in current EOI shall not be evaluated for award of Contract.**

- v. Tenders are to be submitted only online at website **<https://etender.hpcl.co.in/>** by the tender due date / time as specified in the tender.
- vi. Late / delayed tenders submitted on line after the due date and time, for whatsoever reasons will not be considered.
- vii. For submitting on line response Digital Certificate / Signatures (Class IIIB) is mandatory. Bidders logging in for the first time should ensure to upload their Digital certificate. The process for same is listed in the Help link after logging in.
- viii. The Server Date & Time as appearing on the website <https://etender.hpcl.co.in/> shall only be considered for the cut-off date and time for receipt of tenders.
- ix. It may be noted that response in any other form (through post, telegram, fax, telex, e-mail, and courier) shall not be accepted.
- x. All details, revisions, clarifications, corrigenda, addenda, time extensions, etc., to the tender will be hosted only on this website. Bidders should regularly visit this website to keep themselves updated.
- xi. Bidder is advised to study all the Tender Documents carefully and understand the Tender/Contract Conditions, Specifications etc., before quoting. If there are any doubts, they should get clarification in writing but this shall not be a justification for late submission of tender or extension of opening date. Tender should be strictly in accordance with Terms & Conditions, Specifications.
- xii. The offer from the tenderer should be strictly in accordance with Terms & Conditions of the tender, Specifications.
- xiii. All the enclosed Tender documents along with the covering letter will form part of the tender.
- xiv. It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- xv. **However, HPRGEL also reserves the right to seek clarification/document with reference to originally submitted document for completing evaluation, if so required.**
- xvi. A bidder who is new to e-Tender, is advised to refer to help link after logging in to the above site for Login Id and Password.
- xvii. Contact Help Desk For any technical queries related to operation of the portal please send mail to **[eprochelpdesk@mail.hpcl.co.in](mailto:eprochelpdesk@mail.hpcl.co.in)** OR please call us at **022-**

**41146666.** The helpdesk support is available 6 days a week from 10AM to 6 PM (except public holidays).

- xviii. For bidding, it is suggested that bidders should not wait for last date/ tender due date for their bid preparation as several documents are to be uploaded in the offer and prices are to be entered on screen for all items. There is a facility to keep the bid ready in the system for final submission, however bidders are requested to keep sufficient time margin with them for modifications, connectivity issues etc. It is highly recommended that bidder reads the “Tips for successful bid submission” available in the home page of website, immediately after logging in.

A few tips for successful bid submission have been provided in Annexure.

## **7. Techno Commercial Bid**

The techno commercial bid shall include the following –

- a. **Integrity Pact duly signed**
- b. Attachments/ Annexures only as sought thru the e-tender duly filled in, signed & stamped needs to be uploaded as per requirement.
- c. Copies of Tax Registrations (GST).
- d. Copies of Registration Certificate under UDYAM Registration etc.
- e. Declarations – Delisting, Particulars of Tenderer for Service Tax, PAN No.
- f. EMD shall only be accepted in form of Bank Guarantee with SFMS delivery report. Details of the schedules in which participated and EMD details to be filled in EMD section of the Tender and uploaded or Certificate for exemption (if applicable) to be submitted/uploaded in EMD section given above.
- g. **Bidders have to ensure that Rates/Prices are not mentioned anywhere in Techno Commercial bid, failing which the bid is liable to be rejected.**

## **8. Price Bid**

- a. The prices are to be offered only in the price bid document of e-tender against the tendered quantity.
  - b. It is mandatory to quote for at least one Schedule if applicable
  - c. Price bid shall not contain anything else other than the rates. No terms and conditions or exception / deviation are permitted in price bid.
  - d. Validity of the Offer: The offer shall be valid for a period of 120 days from the due date/ extended due date of opening of the un-priced bid.
- 9.** All communication regarding the tender including queries, if any, and submission of bids shall be done electronically through the e-Procurement portal at website **<http://etender.hpcl.co.in/>**
- 10.** HPCL/ HPRGEL shall not be responsible for any delays whatsoever in receiving as well as submitting on-line offers, including connectivity issues. HPCL/ HPRGEL shall not be responsible for any postal or other delays in submitting EMD, wherever applicable

11. HPRGEL will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.
12. Bidders are not allowed to mention any quotes in any other parts of the tender.
13. The bidder shall be fully responsible for the payment of any and all taxes, duties, levies and statutory payments payable under all or any of the statutes etc. as per General Terms & Conditions of the tender.
14. **Rebate:**  
No reduction in prices quoted by bidder shall be permitted after tender submission due date & time/ extended due date & time. If any bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid (s) of such bidder(s) will be liable to be rejected. Such reduction shall not be considered for comparison of prices but shall be binding on the bidder in case he happens to be a successful bidder for award of work.
15. Request for extension of tender submission due date, if any, received from bidders within 72 hours of tender submission due date / time, may not be considered.
16. **Queries:**  
i. Clarifications sought/ queries received from bidders /vendors/parties on tender, within last five days of bid due date, may not be entertained by HPRGEL. Please refer query end date / time in tender calendar after which no query posted by bidder shall be considered.  
ii. Please note that queries related to scope, tender specifications, terms & conditions etc. should be submitted on-line only (by logging in at <https://etender.hpcl.co.in/> by the query end date / time specified in the tender consolidated view / NIT view/ tender calendar. The reply of queries sent by bidders/ messages issued by HPRGEL pertaining to tender shall be available on tender message board. HPRGEL, at its sole discretion, may not entertain the queries sent by post/ fax/ e-mail or through any other mode of communication.
17. The Bid document is not transferable.
18. The Corporation reserves the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on any tenderer and their decision in this regard will be final. No disputes could be raised by any tenderer(s) whose tender has been rejected.
19. **Purchase Preference:** No Purchase Preference is applicable for "WORKS CONTRACTS" as per government guidelines in force.
20. **Black List/Ban/Holiday List**  
i. Bids received from parties who have been banned/blacklisted / put on holiday list or parties in respect of whom the action for blacklisting and holiday listing has been initiated by HPRGEL/ HPCL/ any Government/ Quasi Government Agencies or PSUs and the same is not declared by the bidder, their bid shall not be considered for either evaluation or for award of work.

- ii. The bidder should give a written declaration, in Annexure indicating if they are or not on holiday list/banned/blacklisted as on due date of this tender.

**21. Address of tender floating department:**

**General Manager – CPO (Mktg.)  
Hindustan Petroleum Corporation Limited.  
9th Floor, Marathon Futurex Building – A Wing,  
Mafatlal Mills Compound,  
N.M. Joshi Marg, Mumbai – 400 013**

**22. Earnest Money Deposit (EMD):** EMD details provided in the section “Special Terms and Conditions”. MSE bidders ARE NOT EXEMPTED from submission of EMD for “WORKS CONTRACT” tender.

**23. Integrity Pact:**

- i. Integrity Pact (**refer Annexure 1**) is a Pact between HPRGEL (as a procurement) on one hand and the prospective bidder/contractor (vendor) on the other hand stating that the two parties shall make certain commitments to each other in regard to ensuring transparency and fair dealings in the procurement activities of the Corporation. Pro-forma of Integrity Pact (which is issued along with the bidding document – shall be returned by the bidder along with the bid, duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory.
- ii. The Buyer has appointed competent and credible Independent External Monitors (IEMs) for this Pact after approval by Central Vigilance Commission. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under the Integrity Pact.
- iii. The IEMs appointed by the buyer are:
  - 1. *Shri Rajesh Ranjan; Email: [rajeshranjan2@gmail.com](mailto:rajeshranjan2@gmail.com)*
  - 2. *Shri Bhagwan Shankar; Email: [bhagwan.shankar1@gmail.com](mailto:bhagwan.shankar1@gmail.com)*
  - 3. *Capt. Anoop Kumar Sharma, Email: [anoop21860@gmail.com](mailto:anoop21860@gmail.com)*

Address:

C/o. The Company Secretary,  
Hindustan Petroleum Corporation Ltd.  
6th Floor, Petroleum House, 17, Jamshedji Tata Road,  
Churchgate, Mumbai 400020.  
Details also available on HPCL website ([www.hindustanpetroleum.com](http://www.hindustanpetroleum.com)) at Home -> Procurement (Under Quick Links) -> Integrity Pact.  
Mails to IEMs may be send only for raising complaints and not for making tender related enquiries.

***Note: Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.***

- iv. The Integrity Pact is for compliance with relevant laws of the land, regulations, economic use of resources and of fairness /transparency in its relation between buyer and Bidder. The IEMs monitor the tender process and the execution of the contract for compliance with Integrity Pact.
- v. Therefore only grievances related to the Tender process as detailed in the Integrity Pact may be addressed to the IEMs.
- vi. If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, HPRGEL shall be entitled to demand and recover Liquidated Damages amount by from bidder by en-cashing the EMD/Bid security (Bid Bond) submitted by the bidder, as per provisions of Integrity Pact.
- vii. If the contract has been terminated according to provisions of the Integrity Pact, or if HPRGEL is entitled to terminate the contract according to provisions of Integrity Pact, HPRGEL shall be entitled to demand and recover from the Contractor Liquidated Damages amount by forfeiting the Performance Bank Guarantee as per Integrity Pact.

**24. Grievance Redressal Mechanism:**

Hindustan Petroleum Corporation Limited (HPCL) has developed a 'Grievance Redressal Mechanism' to deal with references/grievance if any that are received from parties who participated/intend to participate in the Corporation Tenders. The details of the same are available on our website [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com)

**25. Digital Signature – Authorized Signatory**

- a. All the tender documents and Annexures, Techno-commercial details and Price Bids shall be required to be digitally signed with a class IIIB or above digital signature by the authorized signatory.
- b. The authorized signatory shall be:
  - i. Proprietor in case of proprietary concern.
  - ii. Authorized partner in case of partnership firm.
  - iii. Director, in case of a limited Company, duly authorized by its board of directors to sign.
- c. If for any reason, the proprietor or the authorized partner or director as the case may be, are unable to digitally sign the document, the said document should be digitally signed by the constituted attorney having full authority to sign the tender



document and a scanned copy of such authority letter as also the power of attorney (duly signed in the presence of a Notary public) should be uploaded with the tender.

- d. Online submission of the tender under the digital signature of the authorized signatory thru e procurement portal shall be considered as token of having read, understood and totally accepted all the terms and conditions.

**26. Subcontracting prohibited:**

If a contractor submits his bid, qualifies and does not get the contract because of his being not the lowest, he will be prohibited from working as a subcontractor for the contractor who is executing the contract.

**27. Acceptance of the Offer by the Corporation:**

Incomplete or conditional submissions, and those with deviations/ subjective or counter conditions/ quantity restrictions or those not accompanied by the requisite documents shall be liable to be rejected and no further correspondence/ enquiries on this issue by the tenderer shall be entertained.

Any Terms and Conditions attached / printed overleaf of the Tenderer's offer will not be binding on HPRGEL.

The Corporation is not bound to accept the lowest offer and reserve the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on one or more tenderers in the manner considered appropriate by the Corporation. Corporation also reserves the right to reject any Un-workable offer. Purchase / price preference as applicable would be given to Central Public Sector Enterprises as per directives of Government of India, in vogue from time to time. Please note No Purchase Preference is applicable for MSE bidders in "WORKS CONTRACTS" as per government guidelines in force. Tenderers may have to attend the concerned office of the Corporation for negotiations / clarifications if required at their own cost, in respect of their quotations without any commitment from the Corporation.

- 28.** Please note that all the terms and **conditions** of this tender are required to be accepted by bidders and no counter conditions will be entertained.

- 29.** Any bid that does not meet the requirement in the Techno-commercial bid is liable for rejection without further notice.

HPRGEL reserves the right to accept/ reject any or all of the bids at their sole discretion without assigning any reason.

- 30.** HPRGEL reserves the right to extend the tender due date.

- 31.** HPRGEL is not responsible for any delay in submission of bids by the vendor.

**32. Corrigenda/Addenda:**

- (i) At any time prior to the bid due date, HPRGEL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify this tender Document.



- (ii) The modifications, amendments, clarifications, corrigenda, addenda, time extensions, etc. to this tender will be hosted only on the website **<http://etender.hpcl.in>** indicated in clause 3 above. Bidders should regularly visit this website to keep themselves updated.
- (iii) All corrigenda published are deemed to have been accepted as part of tender terms and conditions irrespective of the date a bid is submitted in the e-procurement system on the website **<http://etender.hpcl.in>**.
- (iv) Bidder shall be responsible to ensure that the bid submitted has taken into consideration all the corrigenda published as above.

### **33. Extension of Due date:**

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, HPRGEL may, at its discretion, also extend the bid due date.

**34.** HPRGEL reserves the right to make any changes in the terms and conditions without any intimation.

**35.** HPRGEL reserves the right to reject any or all bids received incomplete.

**36.** The vendors who are already enlisted with HPRGEL/ HPCL may also participate.

**37.** The vendors should have acquired clearance from all statutory authorities as applicable.

**38.** HPRGEL reserves the right to reveal the contents of the bid documents submitted by the bidder / tenderer during the process of opening of witness bid as per prevailing policy of the corporation.

### **39. Rejection Criteria:**

Bidder's Bid shall be considered non-responsive and rejected as explained below, if bidder deviates from the under mentioned provisions of Bid Documents by the Bidder:

- i. Bid Security (EMD) / Declaration of Bid Security
- ii. Mention rates anywhere else in the tender other than online Price Bid
- iii. Integrity Pact (if applicable) The non-submission of duly signed Integrity Pact (in the format provided in the tender)/ / self-declaration (for non-applicability of Integrity Pact by the bidder in unpriced bid will lead to outright rejection of such bid. In case bidder submits the integrity pact post tender due date and time, the same will not be accepted and the status of such bid will remain as rejected
- iv. Security Deposit
- v. Retention Money/Contract Performance Guarantee
- vi. Period of validity of bids shorter than specified
- vii. Force Majeure
- viii. Defect Liability Period / Guarantee / Warranty period
- ix. Firm Prices
- x. Demand of Advance Payment against placement of order

- xi. Workability clause
- xii. Completion Period / Time Schedule / Delivery Period
- xiii. Unsolicited Price change/Implication (including revision in taxes / duties & their applicability) after bid submission due date / extended due date, however, any unilateral rebate shall be dealt as per provision of Tender Document.
- xiv. Advance along with LOA/PO, Payment through bank and L/C to Indian bidders.
- xv. Non-Submission of declaration of not banning/holiday listing delisting from Government of India / ministries of Govt. of India / PSU or Misrepresentation of facts/ fraudulent practices.
- xvi. Non-acceptance to participate in Reverse Auction, if required.
- xvii. Non-conformance of scope of work / technical specifications.
- xviii. Bid submitted without considering addendum, corrigendum, message on tender message board (in case of e-tender this is possible only when a bidder submits the bid before publishing corrigendum). This would not include addendum / corrigendum/ message published for due date extension only.
- xix. Failure in getting document verified (submitted by bidder against qualification criteria mentioned in tender) with original documents/ verification through the document issuing authority within specified time period given by HPRGEL/ EPMC.
- xx. Failure in meeting the Experience Criteria if applicable (relevant clause of NIT/ IFB).
- xxi. Self-certification for adhering to Domestically Manufactured Iron & Steel Policy as per format given in the tender (if applicable).

Bids not complying to tender terms pertaining to above Sr. No. I to III and XIX shall be rejected outrightly whereas for remaining points, HPRGEL reserve the right to provide opportunity to the bidder to withdraw the deviation without revision in quoted prices. In case bidder fails to withdraw the deviation within the date & time specified by HPRGEL, the bid shall be rejected.

HPRGEL at its sole discretion reserves the right to reject bidder's offer, if HPRGEL had an experience of recorded unsatisfactory performance of job executed by such bidders in the past one year.

**40.** This Tender and the Purchase orders / Contracts finalized against this tender shall be governed by Guidelines for Holiday Listing as displayed in the link "Guidelines for Holiday Listing (Banning of business dealing)" on HPCL website ([www.hindustanpetroleum.com](http://www.hindustanpetroleum.com)) at Home -> Procurement (Under Quick Links) -> Guidelines on Holiday listing.

**41.** The details of appointed **Independent External Monitors (IEMs)** are as under:

Shri Bhagwan Shankar	:	bhagwan.shankar1@gmail.com
Shri Rajesh Ranjan	:	rajeshranjan2@gmail.com
Capt. Anoop Kumar Sharma	:	anoop21860@gmail.com

Address:

C/o The Company Secretary, HPCL, 6th Floor, Petroleum House, 17, Jamshedji Tata Road, Churchgate, Mumbai 400020

Details also available on HPCL website ([www.hindustanpetroleum.com](http://www.hindustanpetroleum.com)) at Home -> Procurement (Under Quick Links) -> Integrity Pact.

Mails to IEMs may be send only for raising complaints and not for making tender related enquiries.

**42.** Bidder to ensure that any Attestation/ Certification/ Audited Financial Statement by Chartered Accountant submitted in Bid document shall bear Unique Document Identification Number (UDIN).

**43. Clause Others:**

- a) **Vendor shall not sublet, sub contract or assign the work against order placed.**
- b) **Price Reduction:** As mentioned in General Terms & conditions.
- c) **Part Order Quantity:** As mentioned in General Terms & conditions
- d) **Quantity tolerance:** Refer to the section “**Technical Specifications**”
- e) Any quantity in excess of the ordered quantity shall be returned to supplier at supplier's expense.
- f) HPRGEL reserves the right to suspend dispatch of the material covered by the order in event of strike, accidents or other contingencies beyond HPRGEL control.
- g) **Addresses of locations** where Jobs are to be delivered and contact details of the concerned persons will be given in the Call ups issued.
- h) HPRGEL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason.
- i) HPRGEL shall not be bound to accept the lowest tender and reserves right to accept any or more tenders in part. Decision of HPRGEL in this connection shall be final.
- j) All correspondence shall be in English language only

**44. Order of Precedence:**

- i. The Special Terms & Conditions and the Technical Specification of the tender shall always supersede the General Terms & Conditions of the tender for the related terms/clauses.
- ii. In case of contradictions between various sections of the tender document, the **Work Description** shall supersede Specification and Drawings and **Special Terms & Conditions** shall supersede instructions to tenderers, particular clauses of General Terms & Conditions or clauses stated elsewhere

**45. Miscellaneous**

- a. HPRGEL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. Decision of HPRGEL in this regard shall be final and binding on the bidder.
- b. HPRGEL shall follow Purchase Preference / Price Preference as per prevailing guidelines of Government of India

- c. This Tender is not transferable . All enclosed tender documents along with the Annexures / Attachments will form part of the tender.
- d. The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing.
- e. Payment of bills shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank Account (mandate) to which the payments will be routed . Corporation reserves the right to make payment in any alternate mode also.
- f. Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.
- g. Courts in the city of Mumbai alone shall have Jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during the finalization of the tender.
- h. Corporation reserves the right to take action as deemed fit which is inclusive of placing the tenderer under suspension / holiday for a period as decided by the Corporation , in case of withdrawal of offer at any stage , non - acceptance of LOA / PO or non - execution of order or any other breach of tender terms and conditions.
- i. In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.
- j. Tenders received without Earnest Money Deposit - EMD (wherever mentioned in the tender as EMD Applicable / Payable) will be rejected.
- k. In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trust inter se and also between CPSEs and Government Departments / Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in **DPE OM No. 05/003/2019-FTS-10937 dated 14<sup>th</sup> December, 2022** and the decision of AMRCD on the said dispute will be binding on both the parties.

**46. Other:**

- a) An offer may not be considered, if HPRGEL is unable to evaluate the same for want of any information.
- b) Tenderer should ensure that they submit their offer before the due date & time of tender.

- c) When the lowest bid is very low compared to the cost estimate and other higher bids, HPRGEL shall review the tender offers regarding their workability of rates and shall carry out meeting through Negotiating Team to ascertain whether party has properly quoted with reference to scope. In such cases, the Negotiating team may ask the bidder to produce detailed price analysis for any or all items to demonstrate the internal consistency of these prices. After evaluation of the price analysis, vendor may be required to submit performance bank guarantee equivalent to average 1 (One) Month bill raised by vendor against the subject job; to protect against financial loss in the event of default of the successful bidder under the contract.
- d) PO Completion certificates of reputed Private/PSU/Govt. organizations will only be accepted. HPRGEL reserves right to reject PO completion certificates from non-reputed organizations.
- e) Documents (PO copies & Completion certificates) of sub contracted jobs shall be accepted only if the bidder submits documentary evidence that the sub-contractor has been approved or recognized by client/owner (company issuing the main purchase order), and that the main job has been completed i.e., copy of completion certificate of the main job issued by owner/client to the main contractor to be submitted. This document is not required if the completion certificate of the sub contracted work is issued or certified by the client/owner Documents (PO copies & Completion certificates) of sub contracted jobs shall be accepted only if the bidder submits documentary evidence that the sub-contractor has been approved or recognized by client/owner (company issuing the main purchase order), and that the main job has been completed i.e., copy of completion certificate of the main job issued by owner/client to the main contractor to be submitted. This document is not required if the completion certificate of the sub contracted work is issued or certified by the client/owner.

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

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

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

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

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

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

## **SPECIAL TERMS & CONDITIONS**

### **1. GENERAL**

- 1.1. Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GTCC) also referred to as General Terms & Conditions of Works Contract, Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2. Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3. Where any portion of the GTCC is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GTCC only to the extent that such repugnance's or variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GTCC.
- 1.4. Wherever it is stated in this Bidding Document that such and such a supply is to be affected or such and such a work is to be carried out, it shall be understood that the same shall be affected and /or carried out by the Contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract Price shall be deemed to have included such cost.
- 1.5. The materials, design & workmanship shall satisfy the applicable relevant Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard / Specifications / Codes of practice for detailed specifications covering any part of the work covered in this bidding document, the instructions / directions of Engineer-in-Charge will be binding upon the Contractor.
- 1.6. In case of contradiction between relevant Indian standards, GTCC, Special Conditions of Contract, Specifications, Drawings and Schedule of Rates, the following shall prevail in order of precedence.
- 1.7. Detailed Purchase Order along with Statement of Agreed Variations, if any, and its enclosures .
  - 1.7.1. Schedule of Rates with Quantities.
  - 1.7.2. Fax of Intent (FOI)/Letter of Intent(LOI) iv) Drawings/ Data Sheets
  - 1.7.3. Scope of Work
  - 1.7.4. Standard Specifications
  - 1.7.5. Special Conditions of Contract



- 1.7.6.General Conditions of Contract
- 1.7.7.Instructions to Bidders
- 1.7.8.Relevant Indian Standards/ Specifications.

1.8. The drawings attached with the tender are indicative and for guidance purpose only. Actual execution may or may not be as per the drawings attached. The drawings provided by HPRGEL at the actual time of execution will be final and binding.

2. **Payment Terms:** Payment will be released within 15 days from the date of receipt of certified bills (from the location) at our Finance Section of "Hindustan Petroleum Corp. Ltd., Shared Services, Priyadarshini Building, 2nd Floor, Eastern Express Highway, Sion, Mumbai – 400 022, Maharashtra" through Electronic Fund Transfer.

**VSS portal Link for submission of bills-** <https://vss.hpcl.co.in/vss/login>

### 3. Commercial Terms & Conditions:

#### 1.Earnest Money Deposit (EMD): **Not Applicable for current EOI.**

EMD shall be in the form of Bank Guarantee. Bank Guarantee drawn by any scheduled bank (other than cooperative banks) valid for a period of 45 days beyond bid validity of the tender as per format provided in favour of M/s HPCL RENEWABLE & GREEN ENERGY LIMITED.

® Note-1: Public sector enterprises and Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) are exempted from payment of Earnest Money Deposit.

® Note-2: If any bidder is claiming EMD exemption as STARTUP without uploading valid DPIIT certificate online at the appropriate place along with the rest of your bid, the bid shall be rejected.

® Note-3: ANY PURCHASE PREFERENCE INCLUDING "EMD EXEMPTION" IS NOT APPLICABLE FOR ANY MSE BIDDERS AS THE PURCHASE PREFERENCE POLICY IS NOT APPLICABLE FOR "WORKS CONTRACTS".

® Note-4: As per Public Procurement Policy for Micro & small Enterprises, 2012 and Amendment (2018) Order, Policy is meant for procurement of only goods produced and services rendered by MSEs. Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order,2012.

**Bidders to note the same and submit bid accordingly.**

**NOTE: STARTUP bidder with certificate from DPIIT is eligible only for EMD exemption. however there will not be any relaxation in Pre-Qualification Criteria for STARTUP Bidders.**

- a) EMD can be submitted as follows: -
- i. Bank Guarantee with SFMS delivery report.
  - ii. The Bank Guarantee in lieu of EMD should have a validity Till 45 days beyond the

final bid validity period. If due date is extended then that many number of days shall be added to the validity period.

- iii. Bank Guarantee in lieu of EMD may be submitted in prescribed format given in tender.
- iv. Demand Draft, Cheques, Cash, Money Orders, Fixed deposit Receipts, etc. towards EMD are **not acceptable**. Similarly, request for adjustment against any previously deposited EMD / Pending Dues / Bills / Security Deposits of other contracts etc. will **not be accepted** towards EMD.

Note: A vendor while submitting a bank guarantee (BG) on SFMS platform towards Earnest Money Deposit (EMD), is required to ensure that

- i. The issuing bank is on SFMS platform
- ii. SFMS Message type used is 760 COV and SMFS Delivery report/Message Copy is sent along with original BG
- iii. SFMS Message from issuing Bank is sent to following:  
Beneficiary's bank Name: ICICI Bank  
ISFC Code: ICIC0000393.  
Field no 7037 of SFMS Message is updated with HPCL CPO UIC as HPCL508902133HPRGE

The bank guarantee towards the EMD/ Security Deposit / Performance Guarantee shall be in the format attached at Annexure of this Bid Document issued by Scheduled Banks as per RBI (Schedule II of RBI Act) available on RBI website at [https://m.rbi.org.in/scripts/bs\\_viewcontent.aspx?Id=3657](https://m.rbi.org.in/scripts/bs_viewcontent.aspx?Id=3657)

From the above list, only the following categories shall be considered for acceptance of Bank Guarantees:

- a. Scheduled Public Sector Banks
- b. Scheduled Private Sector Banks
- c. Scheduled Foreign banks in India
- d. Scheduled Small Finance Banks – AU Small Finance Bank Limited (only)  
BGs shall not be accepted from Payments Bank and Small Finance Bank other than bank(s) specifically mentioned above.

Bids not accompanied by EMD or required documents for exemption from EMD shall not be considered at all.

- b) EMD to be submitted before the due date and time of opening of the Techno Commercial bid of the tender for verification.**
- c) Details of e-payment /Bank Guarantee/exemption certificate shall be provided in EMD Section of Tender failing which the bid for liable for rejection.**
- d) HPRGEL will not be responsible for non-receipt of Bank Guarantee due to postal delay/loss in transit etc.**
- e) EMD should be submitted in physical form in a separate sealed envelope boldly super-scribed on the outer cover with i) Tender No. ii) Description iii) Due date and time iv) Name of the Tenderer.**
- f) The EMD should be dropped in a separate envelope in Tender Box for CPO-**



Marketing, at the following address:

**Tender Box No 5  
GM Category – CPO (Mktg.  
Hindustan Petroleum Corporation Limited.  
9th Floor, Marathon Futurex Building – A Wing,  
Mafatlal Mills Compound, N.M.Joshi Marg,  
Mumbai – 400 013**

- g) The EMD shall specifically bind the Bidder to keep its Bid valid for acceptance and to abide by all the conditions of the Tender Documents in the event of HPRGE desiring to award the work to the said Bidder. HPRGE shall have an unqualified discretion to forfeit the EMD in the event: (i) Bidder fails to keep the Bid valid up to the date specified/ required; or (ii) refuses to unconditionally accept Letter of Acceptance/ PO and carry out the work in accordance with the Bid in the event such Bidder is chosen as the Successful Bidder.
- h) The HPRGE shall, arrange to release the EMD in respect of unsuccessful Bidders, without any interest, after finalization of the tender. EMD shall be release for post acceptance of LOA/PO along with the submission of Security Deposit for successful Bidder.

**i) Exemption from EMD:**

The following categories of tenderers are exempted from EMD (Bid Security):

- a. Public Sector Enterprises
- b. Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT)

In case of STARTUP, DPIIT certificate may be uploaded.

**® Note-3: ANY PURCHASE PREFERENCE INCLUDING “EMD EXEMPTION” IS NOT APPLICABLE FOR ANY MSE BIDDERS AS THE PURCHASE PREFERENCE POLICY IS NOT APPLICABLE FOR “WORKS CONTRACTS”.**

**® Note-4: As per Public Procurement Policy for Micro & small Enterprises, 2012 and Amendment (2018) Order, Policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order,2012.**

**Bidders to note the same and submit bid accordingly.**

In cases of EMD exemption, Bidders shall sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, they will be suspended for a period as per Holiday listing guidelines of Corporation from being eligible to submit Bids/ Proposals for contracts with the Procurement Authority. If Bid

declaration is not given, such bids shall be rejected

**The GTC clause 4.A is not applicable and the above mentioned clause supersedes the GTC Clause 4.A.**

**j) Forfeiture of EMD:**

The EMD shall be forfeited and appropriated by HPRGE as per the discretion of HPRGE as genuine, pre-estimated compensation and damages payable to HPRGE for, inter alia, time, cost and effort of HPRGE without prejudice to any other right or remedy that may be available to HPRGE hereunder or otherwise.

The EMD is liable to be forfeited or parties who have opted for exemption from submitting the EMD, shall be barred for a period as per Guidelines for Holiday listing, in the event of:

- a. Withdrawal/modification of offer during the validity period of 120 days from the due date/extended due date if any, of the tender.
- b. Any unilateral revision in the offer made by the tenderer during the validity of the offer.
- c. In case the Successful Bidder, having signed the Contract Agreement, commits any breach thereof prior to furnishing the Security Deposit cum Performance Bank Guarantee
- d. Non-payment of Security Deposit/ Composite performance guarantee, against LOAs / POs within the stipulated period of 15 days from date of placement of LOAs / POs, whichever is earlier.
- e. Non acceptance of LOA/Orders.

**k) EMD shall be refunded to other than lowest evaluated bidder(s) post finalization of tender.**

For successful tenderers, refund will be made only on payment of Security Deposit/ Composite performance guarantee against LOA / PO. EMD shall not bear any interest and shall be refunded by e-payment in case same has been paid through Demand Draft/Payment Order.

## **2. Security Deposit - Not Applicable for current EOI.**

The bidder, with whom the contract is decided to be entered into and intimation is so given will have to make a security deposit of two percent (2%) of the total contract value in the form of Bank Guarantee issued by Scheduled Banks (other than cooperative banks) furnished in favor of HPCL RENEWABLE AND GREEN ENERGY LIMITED (HPRGE) in line with list mentioned in the tender document, within 15 days from the date of intimation of acceptance of their tender, failing which the Owner reserves the right to cancel the Contract and forfeit the EMD. The vendor has an option to submit the same in the form of CPBG details of which are given in the tender document.

## **3. Usage of TReDS Platform by MSME Vendors**

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

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

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

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

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

#### **4. Taxes & Duties:**

- a) Bidders to provide GSTIN number, HSN/SAC Code of the Material/Services being supplied and the applicable GST rates separately in the space provided for the same.
- b) The Vendor accepts full and exclusive liability for the payment of any and all applicable taxes (CGST, SGST, IGST, UTGST), levies and statutory payments payable under all or any of the prevailing Central/State statutes.
- 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 within the due dates, filing of returns within the due dates etc. to enable HPRGEL to take Input Tax Credit.  
In case of imports, vendor 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.  
In case, HPRGEL 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 BG etc.).  
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.
- d) Every invoice of the vendor shall contain invoice number, date, GSTIN number and HSN/SAC code (Harmonized system of Nomenclature/service accounting code) for the items being supplied or services being provided along with tax rate.
- e) The Vendor shall mention their registration status (Registered / Composition / Unregistered) on the bill/invoice. In case there is change in the Registration status of the vendor during the execution of the contract the same should be advised immediately. Due to change in the Registration status from Composition to Registered vendor etc. Corporation will not be liable for any additional tax payments.
- f) GST (CGST/SGST/IGST/UTGST) as applicable shall be reimbursed for the supplies/services.
- g) Corporation will be liable to pay only those taxes and levies as indicated by vendor at the time of Price Bid submission/as agreed subsequently (prior to opening of priced bids).
- h) Any tax, levies or any other form of statutory levies or cost as on closing date of the tender will be treated as included in Priced bid. Taxes, Duties, and Levies not indicated by vendor in

the unpriced Bid, but payable, shall be to Vendor's account.

- i) New taxes / change in tax rates / levies imposed by the Indian/State Governments 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 on satisfactory supporting documents being provided by the vendor.
- j) In case goods are not supplied/services not provided within the scheduled delivery period, then the increase in the statutory levies, if any, shall be on vendor's account.

## **5. E Way Bill:**

- a. All Venders shall comply with e-Way bill provisions of the GST law for supply of goods to HPRGEL.
- b. Unregistered venders are also required to arrange for e-Way Bill for supply of goods to HPRGEL

## **6. 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.

**7. Evaluation criteria:** Evaluation will be carried out schedule wise as per details provided below.

Evaluation of bids shall be done on the rates quoted by vendor in priced bid on the basis of overall lowest in each schedule.

**Registered Vendors:** The tax liability will be borne by the vendor and the same shall be considered for the purpose of evaluating the bid.

**Unregistered vendors:** The tax liability will be borne by HPRGEL under reverse charge and the same shall be loaded for the purpose of evaluating the bid.

**Vendors under composition scheme:** The rate is considered to be inclusive of all taxes and no separate tax shall be billed to HPRGEL and the bid shall be accordingly evaluated.

For this purpose vendor should give status whether Registered, Unregistered or Composition Scheme.

In case of different rates of GST quoted by the vendors, Corporation reserves the right to query on the same and adopt the correct classification and GST rate. The decision of Corporation in this regard will be final and binding on the vendor.

**For imports,** all relevant costs/taxes (as mentioned elsewhere in the tender documents) will be included for the purpose of evaluation.

## 8. GSTIN Number

States where the supplies/services are required are given in the price schedule. GSTIN details of HPRGEL for these states can be taken from our website [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com). Vendor is required to provide the GSTIN number of state from where supplies will be made to each of the HPRGEL delivery locations.

In case any changes are warranted during the execution of the contract with regard to change in state where delivery is required or change in the supply location of vendor, the same will be made with mutual consent.

**9. Payment Terms:** Payment will be release as per Special Terms and conditions and as per GTC.

- a. The payment will be released from Disbursement Office of “Hindustan Petroleum Corp. Ltd., Shared Services, Priyadarshini Building, 2nd Floor, Eastern Express Highway, Sion, Mumbai – 400 022, Maharashtra” through Electronic Fund Transfer based on certified documents from site.
- b. **Documents for Payment to be submitted along with the invoice:**  
All documents listed below should be submitted along with the invoice for release of payment;
  - a) Tax Invoice
  - b) Receipt copy of Delivery Challan
  - c) Lorry Receipt/GR
  - d) Inspection Release Note along with Test CertificatesOne set of these documents shall be sent by vendor to the originator of the call ups /consignee also along with the material. Please note that in the absence of above documents, the material will not be accepted at site.

## 10. CPBG CLAUSE - **Not Applicable for current EOI.**

Composite Performance Bank Guarantee (CPBG) of 10% of total contract value valid upto a period of 3 months beyond the expiry of defect liability period 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. All expenses incurred in obtaining of such guarantee shall be borne by the bidder. In case of extension of completion period, bidder shall be required to extend the performance guarantee for an appropriate period of time as per contractual requirements:

A bidder who wishes to submit a bank guarantee (BG) towards Earnest Money Deposit (EMD)/ Security Deposit (SD)/ Composite Performance Bank Guarantee (CPBG)/ towards any other requirement of the tender, as far as possible to ensure that:

- e. The issuing bank is on SFMS platform
- f. SFMS Message type used is 760 COV and SMFS Delivery report/Message Copy is sent along with original BG
- g. BG contains following details:
  - i. Beneficiary's bank Name: ICICI Bank
  - ii. ISFC Code: ICIC0000393.

- iii. HPRGEL's CPO, Mumbai Unique Identifier Code (UIC):  
HPCL508902133HPRGE
- h. BG Issuing Bank should send the BG Issuance advice through SFMS to HPRGEL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC: ICIC0000393)
- i. BG Issuance advice should mention applicable Unique Identifier Code (UIC) in row/field number 7037 of SFMS Delivery Report.

**Vendors are required to attach a copy of SFMS Delivery**

**11.Price reduction / LD clause: As per GTC**

**12.Purchase Preference to MSE:** NO Purchase Preference is applicable for "WORKS CONTRACTS" as per government guidelines in force.

**13.Planning and Designing in purview of Vulnerability Atlas of India**

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT - wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website [www.bmtpc.org](http://www.bmtpc.org).

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i. Seismic zone (II to V) for earthquakes,
- ii. Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii. Area liable to floods and Probable max. surge height
- iv. Thunderstorms history
- v. Number of cyclonic storms / severe cyclonic storms and max sustained wind specific to coastal region
- vi. Landslides incidences with Annual rainfall normal



vii. District wise Probable Max. Precipitation

## **14.Environment**

The Company encourages and expects its Associates to actively participate, promote and adopt Sustainable Development practices in its dealings with the Company, within their operations and within their own supply chains in the areas including but not limited to optimum utilisation of energy, water, raw materials, resource optimisation and conservation, environment-friendly processes, minimising Greenhouse gas emissions, capability building etc.

Associate will:

Conduct business in accordance with applicable local and national environmental regulations/legislations and operate in a manner that does not pose risks to the environment and promotes sustainable development.

- Monitor, control and appropriately manage water, air emissions and waste in its operations in compliance with applicable legislation.
- Enhance awareness to understand the underlying causes to climate change and identify and contribute in mitigation opportunities wherever practical at their end.

### **Acknowledgement of the Code**

All associates in business conduct with the Company will acknowledge having read and understood the contents of this code and voluntarily confirm compliance from time to time to this Code.

### **Amendments to the Code**

As a part of the ongoing Sustainable development agenda and newer insights on sustainable development goals, the provisions of this Code can be amended/ modified by the Company from time to time for further improvements.

The most recent version of the code is available on the Company's Corporate Website at: [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com)

### **Disclosures and Reporting Violations**

Associates will promptly disclose to the Company any actual or suspected incidents of violations of this code whether by its employees or HPRGEL's own employees to the following link: <https://hindustanpetroleum.com/pages/Public-Grievance-Redressal>. HPRGEL shall maintain confidentiality to the extent possible of all such disclosures and shall endeavor to fairly assess all issues raised through such disclosures and resolve it.

### **Implications of Non-Compliance**

Failure to comply with the standards set forth in this code or non-implementation of any corrective measures will entitle the Company to notify appropriate authorities/regulators without recourse to the Associate and/or Suspend or terminate the agreement with the associate and/or take suitable action including appropriate legal action at the sole discretion of the Company. Nothing contained in this Code shall be in prejudice to any other right or remedy, which company has under the law or contract.

**15. The above clauses under Special Terms and Conditions shall supersede respective items mentioned in the General terms and Conditions and other documents, wherever applicable.**





### **Tips on successful submission of Bids**

Bidders are requested to note that this tender is on e-procurement platform and hence the interested bidders can participate in the tender (Unpriced and Price Bids) only through the internet through the website <http://etender.hpcl.co.in>. It may be noted that response in any other form shall not be accepted. All details, revisions, clarifications, corrigenda, addenda, time extensions, etc., to the tender will be hosted only on this website. Bidders should regularly visit this website to keep themselves updated. The tender can also be viewed in our website [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com).

For submitting on line response Digital Certificate / Signatures (Class IIIB) is mandatory. In case, you are logging in for the first time please ensure to upload your Digital certificate. The process for same is listed in the Help link after logging in.

*PLEASE LOGIN WITH YOUR EIGHT DIGIT JDE VENDOR CODE AND CORRESPONDING BILL TRACKING SYSTEM (BTS) PASSWORD TO BID FOR THE TENDER. IN CASE THIS IS A PUBLIC TENDER AND YOU DONOT HAVE A EIGHT DIGIT JDE VENDOR CODE AND CORRESPONDING BILL TRACKING SYSTEM (BTS) PASSWORD, YOU MAY DO "TEMPORARY VENDOR REGISTRATION" AND THEREAFTER PARTICIPATE IN THE TENDER. THE LINK FOR THE SAME IS AVAILABLE IN THE WEBSITE ITSELF.*

If you are new to e-Tender, please refer to help link after logging for Login Id and Password.

In case of any difficulty in logging or in case you do not have Login Id or BTS password, please contact (Eproc helpdesk at: 022- 41146666 on any day between 10.00 AM to 6.00PM except on Sundays/ Public holidays.) This is in addition to point no 4 of Tips available in the site..

For bidding it is suggested that bidders should not wait for last date/ tender due date for their bid preparation as several documents are to be uploaded in the offer and prices are to be entered on screen for all items. There is a facility to keep the bid ready in the system for final submission, however bidders are requested to keep sufficient time margin with them for modifications, connectivity issues etc. It is highly recommended that you go through the "Tips for successful bid submission" available in the home page of website, immediately after logging in.

It has been observed in few instances that vendors upload large files as addendum to their bid document and try to submit bid only in the last 2-3 hours from the due date resulting in some of the bids not getting submitted within the due time. The following tips are given below to avoid such pitfalls and help is successful bid submission in the new system:

Please start the process of bid preparation well in advance and do not wait for the last moment to get DC validated/prepare the technical response and priced bid. In the current system the process mimics the manual bidding procedure. You have to enter all the necessary technical responses in the form provided (ie upload necessary documents like old PO copies, vendor

declaration form etc and answer the question) and thereafter generate the technical response pdf document, which is saved in your local machine. In the next form, you have to enter the prices/taxes and generate the priced bid pdf document which is also saved in your local machine. Please note that during this process we are not capturing any data entered by you in the server. These documents have to be digitally signed and uploaded by you. Only after you submit the digitally signed document, the same is stored in the server in encrypted format. The main points are:

- a. You can go to the forms any number of times and generate any number of Technical response pdf and priced bid pdf before you finally submit the same – (however system will allow only for uploading the latest generated document).
- b. You may generate both the documents, digitally sign and keep it ready, in case you want to submit the same only on last day. However, it is recommended, not to wait till the last day as traffic congestion, unforeseen connectivity issue or other aspects may adversely affect your bid submission

Please note that the larger your bid size, the lesser are the chances of successful bid submission in the system. This is not for the fact that server cannot receive big files, but for the fact that traffic congestion, connectivity speed, type of connection and other aspects adversely affect the time taken for upload of large files. So it may happen that the session times out before the entire upload is completed. The main points are:

Please keep the size of the bid document within 40-45 MB (max). To keep the size of the bid document low, you must scan all the documents in low resolution, preferably 150- 200 dpi wherein the data should be legible. Further please scan in grayscale and not color to reduce file size.

Whenever there is a requirement to upload supporting documents like old PO copies, or credential document, please focus on the main requirement. If the PO copies are meant to arrive at value of jobs executed, you may scan only the first page (where name of client is given) and last page of the PO (where value of PO) is mentioned. This way you can avoid unnecessarily inflating the size of bid document.

Pl ensure to upload all such supporting documents in your bid which can have a financial implication while arriving at the net delivered cost as such documents cannot be received at the technical evaluation stage.

In case of any doubt regarding the tender, you may raise queries to clarify the same before due date. Please remember that for every tender, the query start date and query end date is specified in the first page of the tender document. You cannot raise any query after the query end date is over, so it makes sense to start the bid preparation process early.

## **LIST OF ANNEXURES/ DECLARATIONS**

***Bidders are required to submit the following documents/ declaration during bid submission:***

- a. Annexure 1 – Integrity pact
- b. Annexure 2 - Declaration on Non Blacklisted / Non Banned/Non Holiday Listed Party
- c. Annexure 3 - Declaration regarding filing of GST return
- d. Annexure 4 – Declaration regarding Directors
- e. Annexure 5 - Declaration by bidder from country sharing border with India
- f. Annexure 6 – Local Content declaration
- g. Annexure 7 – Particulars of Bidder



**Annexure 1**

**AGREEMENT UNDER INTEGRITY PACT**

**ATTACHED SIGNED INTEGRITY PACT IN PDF FORMAT.**

**TAKE PRINTOUT, FILL DETAILS, SIGN AND UPLOAD  
INTEGRITY PACT IN THE GIVEN FIELD.**



**Annexure 2**

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

**DECLARATION NON BLACKLISTED / NON BANNED/NON HOLIDAY LISTED PARTY**

**WE CONFIRM THAT WE HAVE NOT BEEN BANNED OR BLACK LISTED OR DELISTED OR HOLIDAY LISTED BY ANY GOVERNMENT OR QUASI GOVERNMENT AGENCIES OR PUBLIC SECTOR UNDERTAKINGS.**

**We also confirm that name of our firm/ organization is not displayed at CPP Portal holiday listed vendor search under the link <https://eprocure.gov.in/cppp/debarmentlistsearch> and also not displayed at HPRGEL website in the Holiday/ Delisted Vendors list published at the link <https://www.hindustanpetroleum.com/purchase-procurement>**

Date: \_\_\_\_\_ Name of Tenderer: \_\_\_\_\_

Place: \_\_\_\_\_ Signature & Seal

Of Tenderer : \_\_\_\_\_

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

**Annexure 3**

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

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

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

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

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

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

**LIST OF RELATIVES**

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

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

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

**Annexure 4**

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

**DECLARATION ON GST****Payment of GST and filing of GST Returns to enable HPRGEL to avail Input Tax Credit (ITC) correctly**

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

- (1) We have disclosed all the facts relating to our Firm / Company to M/s HPRGEL.
- (2) We hereby declare that we have agreed to pay GST to the respective GST Authorities. In this connection, we hereby agree to furnish to you proof of payment of GST.
- (3) We hereby declare that we will file GST Returns as per GST provisions. In this connection, we hereby agree and undertake to furnish you proof of electronically filed GST Returns.
- (4) We hereby agree as under:-
  - i. We will be fully responsible for complying with the GST provisions to enable HPRGEL to take Input Tax Credit. In case, HPRGEL is not able to take Input Tax Credit due to any non compliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)
  - ii. In case of rejection of ITC by the concerned Tax Authority, for non filing of GST or non-payment of GST amount by us or for any other reasons attributable to us, we hereby agree to indemnify HPRGEL in full against all the loss including consequences, liabilities of any kind whatsoever, directly arising from denial of ITC including interest and penalty.

We hereby agree and confirm that –

any breach of the above declaration shall be construed as breach of the terms and conditions w.r.t. GST and HPRGEL shall be at liberty to take necessary action like Holiday listing (banning of Business dealings) and/or recovering of amounts mentioned in para 4 (ii) above, from:

- a) any of our Bank Guarantee executed in your favour, if any,
- b) Retention / Security Deposit paid for any of your work, if any or
- c) Other unpaid invoices, if any raised by us on HPCL Renewable & Green Energy Limited

Place : Signature

Name :

Date : Designation :

**Annexure 5****(To be submitted on Letter head / emblem)****BIDDER DECLARATION REGARDING LAND BORDER SHARING**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that M/s \_\_\_\_\_ is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that M/s \_\_\_\_\_ fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority has been attached.]

Date \_\_\_\_\_

Signature \_\_\_\_\_

Place \_\_\_\_\_

Stamp / seal \_\_\_\_\_

**vivartan***Redefining Procurement*



**Annexure 6****UNDERTAKING (on letter head)**

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 **Purchase Preference (linked with Local Content)**, (retain whichever is applicable and remove the other option) for our bid submitted against the above mentioned tender.

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  %.

We hereby state and undertake that we meet all the requirements of the MII / 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, HPRGEL shall have the right to impose sanctions as stated in the subject MII policy.

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.)

**Annexure 7****Particulars of Bidder & Organization Data**

Please furnish the following details

1. Name of the Tenderer :

2. Address :

Office :

Factory :

Tel No. (Office) :

(Factory) :

Fax. No. (Office) :

(Factory) :

E-mail ID :

3. PAN NUMBER :

**vivartan**

*Redefining Procurement*

## AGREEMENT UNDER INTEGRITY PACT

To,

**HPCL RENEWABLE & GREEN ENERGY LIMITED**

**Sub: Procurement of Bidding Documents**

**Ref. EXPRESSION OF INTEREST (EOI) FOR SHORTLISTING OF BIDDERS FOR LSTK CONTRACT FOR COMPRESSED BIOGAS (CBG) PLANTS AT BAREILLY & KANNAUJ, UTTAR PRADESH**

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

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

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

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

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

Yours faithfully,

(BIDDER)

Yours faithfully

Sd/-

Ashish Gupta

(PURCHASER)

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## **INTEGRITY PACT**

Between  
**HPCL RENEWABLE & GREEN ENERGY LIMITED (HPRGEL)** hereinafter referred to  
as “**The Buyer**”, and  
..... hereinafter referred to as “**The Bidder/ Seller/  
Contractor**”

### **Preamble**

The Buyer intends to award, under laid down organizational procedures, contract for  
..... The Buyer values full compliance  
with all relevant laws of the land, rules, regulations, economic use of resources and of fairness  
/transparency in its relations with its Bidder and / or Seller and / or Contractor.

In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who  
will monitor the tender process and the execution of the contract for compliance with this Integrity  
Pact. **Details of IEMs appointed by the Buyer are provided in the tender document.**

In this Integrity Pact:-

- a) The term Bidder/ Seller/ Contractor shall mean the party submitting the bid (or, as the case  
maybe, who enters into a contract with Buyer);
- b) For the purposes of Section 5, the term “transgression” shall mean a wrong, violation or  
offence of the nature specified in Section 2 of this Pact.

### **Section 1 – Commitments of the Buyer**

1. The Buyer commits itself to take all measures necessary to prevent corruption and observe  
the following principles: -
  - a) No employee of the Buyer, personally or through family members or intermediaries  
will, in connection with the tender or the execution of the contract, demand, take a  
promise for or accept, for self or any third person, any material or other benefit, which  
the person is not legally entitled to.
  - b) The Buyer will during the tender process treat all Bidder / Seller / Contractor with  
equality and reason. The Buyer will in particular, before and during the tender process,  
provide to all Bidders / Sellers / Contractors the same information and will not provide  
to any Bidder / Seller / Contractor confidential / additional information through which  
any Bidder / Seller / Contractor could obtain an advantage in relation to the tender  
process or the contract execution.
  - c) The Buyer will exclude from the process all known prejudiced persons.

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2. If the Buyer obtains information on the conduct of any of its employees, which is a criminal offense under the Indian Penal Code (IPC) or Prevention of Corruption Act (PC Act), or if there be a substantive suspicion in this regard, the Buyer will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

## **Section 2 – Commitments of the Bidder/Seller/Contractor**

1. The Bidder/Seller/Contractor commit themselves to take all measures necessary to prevent corruption. The Bidder/Seller/Contractor commit themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a) The Bidder/Seller/Contractor will not directly or through any other person or firm, offer, promise or give to any of the Buyer's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b) The Bidder/Seller/Contractor will not enter into any undisclosed agreement or understanding with any other Bidders/Sellers/Contractors, whether formal or informal. This applies in particular to prices, specifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c) The Bidder/Seller/Contractor will not commit any offence under the relevant IPC/PC Act; further the Bidder/Seller/Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Buyer as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder/Seller/Contractor of foreign origin shall disclose the name and address of the agents /representatives in India, if any. Similarly, the Bidder/Seller/Contractor of Indian Nationality shall furnish the name and the address of the foreign owner/holding company, if any. All payments made to Indian agents/ representatives have to be in Indian Rupees only. If Bidder/Seller/ Contractor is an Agent, then either the Agent or the Principal can bid, but not both. No Bidder/ Seller/ Contractor shall submit more than one bid. No Agent is permitted to represent more than one manufacturer either in this tender/subsequent/parallel tender for the same item.
  - e) The Bidder/Seller/Contractor will when presenting its bid, disclose any and all payments made or which is committed to or intended to be made to agents, brokers or any other intermediaries in connection with the award of the contract.
  - f) Bidder /Seller / Contractor who have signed IP shall not approach the Courts while representing the matter before the IEMs and shall await the decision of the IEMs in the matter.
2. The Bidder/Seller/Contractor will not instigate any third person to commit offences outlined above or be an accessory to such offences.

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### **Section 3 –Disqualification from tender process and exclusion from future contracts, etc.**

If the Bidder/Seller/Contractor, before award of contract or during its execution, has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Buyer is entitled to take all or any one of the following actions: -

1. To disqualify the Bidder/ Seller/Contractor from the tender process. However, the tender process with other Bidders/Sellers/Contractors will continue.
2. To terminate the contract if already signed.
3. To debar the Bidder/Seller/Contractor from participating in other /future tenders of the buyer for an appropriate period of time as per Buyer’s guidelines.
4. To inform its CVO in case of acts constituting corruption or take any other action.

### **Section 4 –Compensation for Damages**

1. If the Buyer has disqualified the Bidder/Seller/Contractor from the tender process prior to the award of contract according to Section 3, the Buyer is entitled to forfeit, demand and/or recover from Bidder/Seller/Contractor, damages equivalent to the Earnest Money Deposit/ Bid Security.
2. If the Buyer has terminated or is entitled to terminate the contract according to Section 3, the Buyer shall be entitled to demand and recover from the Bidder/Seller/Contractor liquidated damages equivalent to Performance Bank Guarantee, unless stipulated otherwise elsewhere in the Contract.

### **Section 5 – Previous transgression**

1. The Bidder / Seller / Contractor declares that no previous transgressions have occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India or Government of India, that could justify his exclusion from the tender process.
2. If a previous transgression has occurred or if the Bidder/ Seller/ Contractor makes any incorrect statement on this subject, he can be disqualified from the tender process or contract terminated and further action can be taken as per the procedure mentioned in “Guidelines for Holiday Listing (Banning of business dealing)”. The link for the Guidelines is given in the tender documents.

### **Section 6 – Equal treatment of all Bidders / Sellers / Contractors**

1. In case of sub-contracting, the Bidder/ Seller/ Contractor shall take the responsibility of the adoption of the Integrity Pact by the sub-contractor.
2. The Buyer will enter into Integrity Pact with identical conditions as this one with all Bidders /Sellers/ Contractors.
3. The Buyer will disqualify from the tender process all Bidders / Sellers/ Contractors who do not sign this Pact or violate its provisions.

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## **Section 7 – Independent External Monitor**

1. The Buyer has appointed competent and credible Independent External Monitors (IEMs) for this Pact after approval by Central Vigilance Commission. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under the Integrity Pact. Details of IEMs appointed by the Buyer are provided in the tender document.
2. The Monitors are not subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors shall have the right to access all contract documents whenever required. It will be obligatory for him/ her to treat the information and documents of the BIDDER/ SELLER/CONTRACTOR, as confidential.
3. The Bidder/ Seller/ Contractor accepts that the Monitors have the right to access without restriction to all project documentation of the Buyer including that provided by the Bidder/ Seller/ Contractor. The Bidder/ Seller/Contractor will also grant the Monitors, upon their request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub-contractors.
4. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sellers/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitors shall have no Conflict of Interest while dealing with any case or with any party. If any conflict arises, then that Monitor shall inform the C&MD of Buyer and recuse himself from that case/ matter.
5. The Buyer will provide to Monitors sufficient information about all meetings related to any complaint of violation of Integrity Pact and arrange for necessary facilities for smooth conduct of the meetings of the Monitors.
6. As soon as the Monitor notices or believes to notice, a violation of this agreement, he/she will so inform the C&MD of the Buyer and request Management to discontinue or take corrective action, or take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
7. The Monitor will submit the written report to the C&MD of Buyer within 30 days from the date of reference or information to them by the Buyer.
8. If the Monitors have reported to the C&MD of Buyer a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Buyer has not within a reasonable period of time taken action to proceed against such offence or report it to its CVO, the Monitor may also transmit this information directly to the Central Vigilance Commission.
9. The word ‘Monitor’ would include both singular and plural.

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## Section 8 – Pact Duration

The Integrity Pact shall come into force and be valid from the date it is signed by the BIDDER/ SELLER/ CONTRACTOR and shall remain valid up to 12 months after the last payment to the contractor. In case any BIDDER / SELLER /CONTRACTOR is unsuccessful, the Integrity Pact for such Bidder/Seller/Contractor shall expire after 6 months following the date of placement of Contract/ PO on the successful Bidder/Seller/Contractor.

If any claim of violation of the Integrity Pact is made/ lodged during the validity period, the same shall be binding and continue to be valid, even after the period stipulated above, unless discharged/ determined by Buyer.

## Section 9 – Other provisions

1. The Integrity Pact is subject to Indian Law. The place of performance and jurisdiction of courts shall be in India. The Arbitration Clause in the main tender document/ contract shall not be applicable to any issue/ dispute arising out of or in relation to the Integrity Pact.
2. The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may be taken in accordance with the provisions of the extant law in force relating to contracts or any civil or criminal proceedings.
3. If the BIDDER/SELLER/CONTRACTOR is a Joint Venture/ partnership/consortium, the Integrity Pact must be signed by authorized personnel of each of the partners or consortium members.
4. The signatories are duly authorized to sign and bind the Buyer/ Bidder/ Contractor/ Seller. Any amendment to the Integrity Pact will be made only by a written agreement between the Parties.
5. Issues like Warranty/ Guarantee etc. shall be outside the purview of the Independent External Monitors.
6. References to singular includes the plural and vice versa. References to “them” or “themselves” shall include a reference to “it” or “itself” and vice versa.
7. Should one or several provisions of this agreement turn out to be invalid, the remainder provisions of this agreement remains valid. In this case, the parties will strive to come to an agreement as to their original intentions. This Pact shall have precedence over the Tender/ Contract document with regard to any of the provisions covered under this Pact.

Sd/-

Ashish Gupta

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For and on behalf of the Buyer

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For and on behalf of the Bidder/  
Seller/Contractor

Date:

Name:

Designation:

Seal/ Stamp



## NON-DISCLOSURE AGREEMENT

This AGREEMENT is made and entered into on \_\_\_\_ of the \_\_\_\_ 2025

By and between

**HPCL RENEWABLE & GREEN ENERGY LIMITED (HPRGE)**, a company registered under the Companies Act, 2013

having its registered office at Petroleum House, 5<sup>th</sup> floor, 17 Jamshedji Tata Road, Churchgate, Mumbai 400020, Maharashtra, India

- hereinafter referred to as "PURCHASER" which expression shall unless repugnant to the context, be deemed to mean and include the successors and permitted assigns

and

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX, company incorporated and registered under the Companies Act, 1956, and having the principal place of business at XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX hereinafter referred to as "BIDDER" which expression shall unless repugnant to the context, be deemed to mean and include the successors and permitted assigns

PURCHASER and BIDDER hereinafter referred to individually as 'party' and collectively as 'parties'.

## PREAMBLE

WHEREAS,

1. HPCL Green R&D Centre have developed HP-RAMP technology for conversion of production of compressed biogas (CBG) from agricultural residue, such as rice straw, wheat straw, corn stover, napier grass etc.
2. PURCHASER and HPCL Green R&D Centre signed a NDA for setting up of biofuel plants on HPCL Green R&D Centre's technologies
3. the BIDDER is to carry out the completed execution of the CBG projects at Bareilly & Kannauj in the state of Uttar Pradesh as per terms and conditions of **Contract no: XXXXX**, based on the technologies developed by the HP Green R&D Centre, Bengaluru (hereinafter called the "PURPOSE").
4. For the execution of the PURPOSE, BIDDER will be provided with or will have access to Information and Know-how or Confidential Information of PURCHASER, which shall be used by BIDDER solely for the PURPOSE.
5. The parties understand the necessity to keep the same confidential under the terms hereof.

NOW, THEREFORE, the parties agree to the terms and conditions as set forth herein below:

### 1. DEFINITION

- 1.1. In this AGREEMENT the "INFORMATION AND KNOW-HOW OR CONFIDENTIAL INFORMATION" shall include all the technical and commercial information including but not limited to design, drawings, specifications, processes, formulae, calculations, data, know-how, samples, and the like furnished by PURCHASER to BIDDER during the execution of PURPOSE, whether orally or in documentary or tangible form.
- 1.2 "INFORMATION AND KNOW-HOW OR CONFIDENTIAL INFORMATION" means information which the PURCHASER considers to be confidential in nature including but not limited to production processes, names of the microorganisms, chemicals, process conditions, nature of the ingredients, purpose of the product, production recipe, product nature, generic names of the product, CAS number of chemicals used for producing the product, marketing techniques and arrangements, mailing lists, purchasing information, pricing policies, quoting procedure, financial information, customer and prospect names and requirements, employee, customer, supplier and distributor data, price lists, any other materials or information relating to any party's business and activities and the manner in which any party does business. Discoveries, concepts and ideas including, without limitation, the nature and results of research and development activities, processes, formulas, inventions, computer-related equipment or technology, techniques, know-how, designs, drawings and specifications. All other materials or information related to the business or activities of any party, which are not generally known to others engaged in similar businesses or activities and specifically marked as 'Confidential'.

## **2. DISCLOSURE OF INFORMATION AND KNOW-HOW**

- 2.1. The parties hereto undertake to keep secret and confidential and not to disclose to third parties, any and all INFORMATION AND KNOW-HOW received from PURCHASER, and to use the INFORMATION AND KNOW-HOW only for the PURPOSE as stated above and for no other purpose unless otherwise agreed upon in writing.
- 2.2. The parties hereto undertake to keep secret and confidential and not to disclose to subsidiaries or affiliates, any and all INFORMATION AND KNOW-HOW received from the PURCHASER, and to use the INFORMATION AND KNOW-HOW only for the PURPOSE as stated above and for no other purpose unless otherwise agreed upon in writing.

“Affiliates” with respect to any person or entity, shall mean any other person or entity that controls, is controlled by or under common control with the first mentioned entity. The term Affiliate includes without limitation subsidiary companies, holding companies and subsidiaries of the holding companies, of an entity.

- 2.3. Any such subsidiary or affiliate to whom the INFORMATION AND KNOW-HOW is disclosed by the BIDDER shall be subject to the same obligations as laid down in this AGREEMENT as the BIDDER. The BIDDER shall assume responsibility and accept liability for the non-fulfilment of these obligations from any such subsidiary or affiliate given access to the INFORMATION AND KNOW-HOW.

## **3. TREASURY**

- 3.1 All INFORMATION AND KNOW-HOW shall be kept in safe custody by the parties and shall be returned to the PURCHASER at any time upon request. In such case no copies, drawings, data or any other materials including samples which have not been consumed shall be withheld by the BIDDER except for (i) copies of any computer records and files containing any INFORMATION AND KNOW-HOW which have been created as a result of automatic archiving or back-up procedure, (ii) copies contained or referred to in board papers, minutes or resolutions, investment committee papers or in documents referred to in any of the aforementioned documents and (iii) for the purposes of and so long as required by any relevant law, governmental or regulatory authority, or internal audit requirements.

## **4. CONFIDENTIALITY**

- 4.1. The BIDDER shall have the right to disclose the INFORMATION AND KNOW-HOW to those employees only who may have a need to know such INFORMATION AND KNOW-HOW for the PURPOSE stated hereinabove only and who accept and shall be bound by the same confidentiality obligations as laid down in this AGREEMENT as the BIDDER. The BIDDER shall assume responsibility and accept liability for breach of the terms

and conditions of this AGREEMENT or non-fulfilment of these obligations from any such employee given access to the INFORMATION AND KNOW-HOW.

- 4.2 The BIDDER shall also not disclose any of the CONFIDENTIAL INFORMATION to any unauthorized third party. The BIDDER after prior written approval from PURCHASER may, however, disclose the Information to its consultants and contractors with a need to know; provided that by doing so, the BIDDER agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations, and indemnify the PURCHASER for any breach of those obligations.
- 4.3. The BIDDER agrees that it shall not disclose the terms and conditions of this AGREEMENT and the collaboration between the Parties pursuant to this AGREEMENT to third parties without the prior written consent of the other PURCHASER.

The parties shall be liable to each other for the performance of the AGREEMENT and also shall hold each other unconditionally harmless from any possible claims brought by Third Parties against either party in connection with the performance of this AGREEMENT. Further, BIDDER shall reimburse, indemnify and hold harmless the other party and its affiliates, owners, employees, officers, directors, agents and representatives from any damage, loss, penalty, cost or expense incurred by the other party as a result of or in connection with the use or disclosure of the INFORMATION AND KNOW-HOW contrary to the terms of this AGREEMENT by BIDDER or its affiliates, employees, directors, officers, owners, consultants, agents or representatives or any others to whom such INFORMATION AND KNOW-HOW has been disclosed by any such persons or entities.

- 4.4 (a) Notice of Unauthorized Use or Disclosure: - BIDDER shall notify PURCHASER immediately upon discovery of any unauthorized use or disclosure of INFORMATION AND KNOW-HOW or any other breach of this AGREEMENT by BIDDER or any third party, and will cooperate with other party in every reasonable way to help regain possession of the INFORMATION AND KNOW-HOW and prevent its further unauthorized use or disclosure.

(b) No Public Comment:- BIDDER shall not directly or indirectly make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure to any third party of any INFORMATION AND KNOW-HOW or of any matter relating to the PURPOSE of this agreement or any transaction contemplated by the parties in connection therewith, without the prior written consent of PURCHASER.

- 4.5. If the BIDDER is requested or required by legal action or government regulation to disclose any INFORMATION AND KNOW-HOW, the BIDDER shall promptly upon receiving such request and prior to any disclosure, provide to the PURCHASER notice of the request, unless prohibited from doing so by law. The BIDDER will cooperate with the PURCHASER in contesting the disclosure and seeking an appropriate Protective

Order if deemed advisable by the PURCHASER. If, in the absence of either the granting of a Protective Order or the PURCHASER's consent to disclosure, a tribunal has indicated that it will likely impose a citation for contempt or penalty, the BIDDER may, without liability for breach hereunder, make the subject disclosure, but only to the extent necessary to comply with such order.

## **5. USE OF INFORMATION AND KNOW-HOW**

- 5.1. The parties acknowledge that the all kinds of rights including intellectual property rights, title, and interest in the INFORMATION AND KNOW-HOW shall be and remain the exclusive property of the PURCHASER of such INFORMATION AND KNOW-HOW. Nothing in this AGREEMENT is intended to give or shall be interpreted as giving the BIDDER a license, express or implied, under any of the PURCHASER's patents or other rights now owned or hereinafter acquired by the PURCHASER.
- 5.2 Any and all products, materials, concepts, ideas, changes, etc. which have emanated based on the PURCHASER'S CONFIDENTIAL INFORMATION is treated as Confidential and shall be sole property of PURCHASER including the intellectual property rights that emanates in relation to the PURPOSE of this AGREEMENT or otherwise.
- 5.3. The BIDDER acknowledges that the PURCHASER will disclose the INFORMATION AND KNOW-HOW for the sole purpose of enabling the BIDDER to evaluate the INFORMATION AND KNOW-HOW for the PURPOSE as stated in the Preamble.
- 5.4. The BIDDER acknowledges and shall make sure that INFORMATION AND KNOW-HOW disclosed by the PURCHASER shall not become part of patent applications or other rights the BIDDER may apply for, without the prior written consent of the PURCHASER.
- 5.5 The BIDDER agrees that in the event of a breach by it, including its agents, directors or employees, of the provisions of this AGREEMENT, it may not be sufficient for the PURCHASER to seek remedy in money damages and accordingly it shall be entitled to an injunction against such breach, in addition to any other legal or equitable remedies available to it. BIDDER hereby agrees and undertakes to indemnify and hold PURCHASER harmless from any and all costs, liabilities, claims, losses, damages or expenses caused by or arising from recipient's breach of its obligations under this AGREEMENT.
- 5.6 The PURCHASER is disclosing CONFIDENTIAL INFORMATION solely on an "AS IS" basis with no warranties. The Purchaser shall not be liable for any damages, if any, arising out of the use of CONFIDENTIAL INFORMATION disclosed hereunder.

## **6. EXCEPTIONS FROM CONFIDENTIALITY**

- 6.1. The preceding obligations of this AGREEMENT shall not apply to:

- (a) INFORMATION AND KNOW-HOW which at the time of disclosure is in the public domain;
- (b) INFORMATION AND KNOW-HOW which was in the BIDDER'S possession at the time of the disclosure by the PURCHASER;
- (c) INFORMATION AND KNOW-HOW which after disclosure of the PURCHASER to the BIDDER becomes part of the public domain by publication or otherwise through no fault of the BIDDER;
- (d) INFORMATION AND KNOW-HOW which was obtained by the BIDDER from a third party having a lawful right to disclose the same without any restrictions with regard to confidentiality or use of the INFORMATION AND KNOW-HOW, provided that BIDDER provides sufficient evidence to prove such as exception as mentioned above to the reasonable satisfaction of the PURCHASER.
- (e) INFORMATION AND KNOW-HOW which was independently developed by and/or for BIDDER or any of its affiliates, employees, officers, directors, without any reference or being derived from any INFORMATION AND KNOW-HOW disclosed under this agreement by the PURCHASER, and same can be proved substantiated with documentary evidence to the sole satisfaction of the PURCHASER.

6.2. Any INFORMATION AND KNOW-HOW disclosed hereunder shall not be deemed within the foregoing exceptions merely because such INFORMATION AND KNOW-HOW is embraced by more general information in the public domain or in the BIDDER'S possession, nor shall any combination of items INFORMATION AND KNOW-HOW be deemed within the exceptions unless the combination itself and its principle of operation are within the exceptions.

## **7. ENTIRE AGREEMENT AND SEVERABILITY**

- 7.1. The AGREEMENT constitutes the entire AGREEMENT of the parties.
- 7.2. The AGREEMENT may not be changed or amended orally, but only in writing signed by both parties hereto. The writing must refer to this AGREEMENT and must expressly state that it is an amendment hereof.
- 7.3. This AGREEMENT is personal to the parties hereto. The rights under this AGREEMENT shall not be sold, assigned or otherwise transferred, unless otherwise agreed upon in writing by the parties.
- 7.4. Should any provision of this AGREEMENT be or become invalid, such invalidity shall not affect the validity of the entire AGREEMENT, however, that such provision shall be replaced by a valid regulation which comes closest to the original intention of the parties.
- 7.5. All notices or other communication permitted or required to be made under this AGREEMENT shall be in writing and signed by the authorized representatives of the Parties giving such notices and shall be deemed to be delivered if a) hand delivered

personally on acknowledgement of receipt by BIDDER b) sent by fax upon dispatch and the receipt of a transmission report confirming dispatch c) sent by courier / registered post on acknowledgement of receipt by the BIDDER at its address set forth herein below or at such addresses, as the other Party(ies) may subsequently notify in writing.

For PURCHASER

ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For BIDDER

ATTN: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**8. TERMINATION, APPLICABLE LAW, PLACE OF JURISDICTION**

- 8.1. The Effective Date of this AGREEMENT shall be the latest date on which it is signed on behalf of both parties hereto. The AGREEMENT shall be in effect and subsisting till Ten (10) years following such Effective Date.
- 8.2. Each party acknowledges that any breach of the terms and conditions of this AGREEMENT shall cause irreparable damage to the other party and hereby agree that the other party shall be entitled to seek injunctive relief under this AGREEMENT for such breach.
- 8.3. This Agreement shall in all respects be interpreted in accordance with and its performance governed by the laws of INDIA without regard to any principle of conflict of laws.
- 8.4. Any dispute, controversy or claims arising out of or in connection with the AGREEMENT or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time.
- 8.5. The dispute, controversy or claims arising out of or in connection with the AGREEMENT shall be referred to a Sole Arbitrator who shall be mutually appointed by both the parties in accordance with Indian Arbitration and Conciliation Act, 1996 as amended from time to time.

- 8.6 The place of arbitration shall be at Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai.
- 8.7 The arbitral procedure shall be conducted in the English language and any award or awards shall be rendered in English.
- 8.8 The arbitration Award shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the highest courts having jurisdiction. The Parties further agree (to the maximum extent possible and allowed to them) that such enforcement shall be subject to the provisions of the Indian Arbitration and Conciliation Act, 1996 as amended from time to time and neither Party shall seek to resist the enforcement of any award in India on the basis that award is not subject to such provisions.
- 8.9 The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration AGREEMENT in this Clause, shall be governed by and subject to Indian law.
- 8.10 The Courts at Mumbai shall have exclusive jurisdiction to try any matter in connection with any dispute arising out of or in respect of this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorised representatives:

At \_\_\_\_\_, this \_\_\_\_\_ At \_\_\_\_\_, this \_\_\_\_\_

**HINDUSTAN PETROLEUM CORPN. LTD. M/S. AVANT-GARDE SYSTEMS AND CONTROLS  
(P) LTD**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Designation:

Designation:

Date:

Date:

Witness

Witness

1.

1.

2.

2.



## GENERAL TERMS & CONDITIONS OF WORKS CONTRACT

### 1 PRELIMINARY

1.1. This is a Contract for execution of Work as defined in Tender document at the specified location as per the terms and conditions of the Tender.

1.2. The 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 Work mentioned under the Tender.

1.4. It is the clear understanding between HPCL Renewable & Green Energy Limited and the Tenderer that in case the bid of Tenderer is accepted by H PCL Renewable & Green Energy Limited and an intimation to that effect is so issued and a Purchase Order is placed on the Tenderer, this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the rights and obligations of the parties.

1.5. Interpretation of Contract Documents:.,

- a) The Contract and all other agreements and documents forming part of or referred to in this Contract are to be taken as mutually explanatory, unless otherwise expressly provided elsewhere in this Contract. In the event of any discrepancy, inconsistency, error or omission in the Contract, the priority of the documents forming part hereof or referred to herein shall be as mentioned in Clause 1.5(d) herein below, The decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the Contractor shall abide by the decision. Works 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.
- b) 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-inCharge/Site-in-Charge and their decision shall be final and binding.
- c) It is the clear understanding that wherever it is mentioned that the Contractor shall do/performance a work and/or provide facilities for the performance of the work, 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.

- d) The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence

1. Contract Agreement, if any.
2. Purchase Order issued by the Owner
3. Schedule of Rates with Quantities
4. Letter of Acceptance or Detailed Letter of Acceptance along with its enclosures (hereinafter referred to as "LOA")
5. Letter of Award / Fax of Acceptance (if any)
6. Work Specifications (specific to particular work only)
7. Drawings
8. Special Conditions of Contract
9. Technical Specifications
10. Instructions to Bidders
11. General Terms and Conditions of Works Contract
12. Other Documents

- e) 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

In this Contract unless otherwise specifically provided or defined and unless a contrary intention appears from the Contract the following words and expressions are used in the following meanings;

- 2.1. "Agreement" wherever appearing in this document shall be read as "Contract".
- 2.2. "Change Order" means an order given in writing by the Engineer-in-Charge or by Owner to effect additions to or deletion from or alterations into the Work or any change in time for performance of the work.
- 2.3. "Construction Equipment" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work except those intended to form part of the Permanent Work.
- 2.4. "Contract" (as between the Owner and the Contractor) shall mean and include all documents like enquiry, Tender submitted by the Contractor and the -Purchase Order issued by the owner and other documents connected with the issue of the Purchase Order and orders, instruction, drawings, Change Orders, directions issued by the Owner/Engineer-in-Charge/Site-in-Charge for the execution, completion and commissioning of the works. Period of Contract mentioned in the Contract includes such periods of time extensions as may be granted by the Owner at the request of the Contractor and such period of time for which the work is continued by the Contractor for purposes of completion of the work.
- 2.5. "Contractor" means the person or the persons, firm or company whose tender has been accepted by the Owner and includes the Contractor's legal heirs, representative, successor(s) and permitted assignees.
- 2.6. "Drawings" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge.

- 2.7. "Engineer-in-Charge or Site-in-Charge" shall mean the person(s) appointed or designated as such by the Owner and shall include those who are expressly authorised by the Owner to act for and on its behalf in relation to the Contract.
- 2.8. "Owner" means HPCL RENEWABLE & GREEN ENERGY LIMITED incorporated in India having its Registered office at PETROLEUM HOUSE, 17, JAMSHEDJI TATA ROAD, MUMBAI- 400020 and Marketing office at the address mentioned for this purpose in the tender header or their successors or assignees.
- 2.9. "Permanent Work" means and includes works which form a part of the work to be handed over to the Owner by the Contractor on completion of the Contract.
- 2.10. "Project Manager" shall mean, in relation to the Project, the Project Manager of HPCL RENEWABLE & GREEN ENERGY LIMITED, or any person so appointed, nominated or designated.
- 2.11. "Site" means the location at which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.
- 2.12. "Specifications" shall mean the various technical and other specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda or relevant Indian Standard Specifications and Bureau of Indian Standards.
- 2.13. "Sub-Contractor" means any person or firm or company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of the Owner/Engineer-in-Charge/Site-in-Charge and the legal heirs, representatives, successors and permitted assignees of such person, firm or company.
- 2.14. "Temporary Work" means and includes all such works which are a part of the Contract for execution of the Permanent Work but does not form part of the Permanent Work confirming to practices, procedures applicable rules and regulations relevant in that behalf.
- 2.15. "Tender" means the document submitted by a person or authority for carrying out the work including the Notice Inviting Bids (NIT), the Instruction To Bidders (ITB), form of bid (including appendices), the General Terms & Conditions of Works Contract, the Special Conditions of Contract, the Specifications, Schedule of Rate and Quantities, and all other drawings and documents including amendments.
- 2.16. "Tenderer" means a person or authority who submits the tender/bid offering to carry out the work as per the terms and conditions (also called Bidder) and shall include the Contractor.
- 2.17. "Work" shall mean the works as detailed in the the Contract and shall include extra, additional, altered or substituted works as maybe required for the purposes of completion of the work contemplated under the Contract.

### 3. PRICE, RATES, QUANTITIES AND VARIATIONS

- 3.1. Before submitting the Tender, the Tenderer shall at their own cost and expense visit the Site, examine and satisfy itself as to the nature of the existing roads, means of communications, the character of the soil, state of land and of the excavations, the hindrances at the site, the correct dimensions of the work facilities for procuring various construction and other material and their availability, and shall obtain information on all matters and conditions as they may feel necessary for the execution of the works as intended by the Owner. Further, the Tenderer shall also satisfy itself of the availability of suitable water for construction of civil and other works and for drinking purposes and power required for fabrication work, etc. Tenderer, whose

tender/bid may be accepted and with whom the Contract is entered into shall not be eligible and be able to make any claim on any of the said counts in whatsoever manner for whatsoever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be maintainable.

- 3.2. A pre-bid meeting may be held as per the schedule mentioned in the Tender. It shall be the responsibility of the Tenderer to attend any pre-bid meetings, and clarify any points with the Owner and satisfy itself of the sufficiency of the details and specifications contained in the Tender.
- 3.3. The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of its Tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all its obligations under the Contract.
- 3.4. It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no work shall be considered as extra work and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the Contract and intent of the Owner and have been so ordered in writing by Owner and/or Engineer-in-Charge/Site-in-Charge, whose decision shall be final and binding.
- 3.5. Before filling the Tender the Contractor shall check and satisfy itself about all drawings and materials to be procured and the schedule of quantities by obtaining any clarification from the Owner on all the items as may be desired by the Tenderer. No claim for any alleged loss or compensation shall be entertained on this account, after submission of Tender by the Tenderer/Contractor.
- 3.6. Prohibition on Escalation:- Unless specifically provided for in the tender documents or any Special Conditions of Contract, no escalation of whatsoever nature in the Tender rates or prices quoted shall be permitted throughout the period of Contract (including any extensions given) or any pre-contract period or the period of actual carrying out or completion of the Work, whichever is later, on account of any variation in prices of materials or cost of labour or overheads or changed circumstances or due to any other reasons whatsoever. The Contractor shall not be entitled to raise any claims on account of escalation, nor is any such claim maintainable.
- 3.7. The quantities indicated in the Tender are approximate. The approved schedule of rates of the Contract shall be applicable for variations up to plus or minus 25% of the Contract value. No revision of schedule of rates shall be permitted for such variations in the Contract value, including variations of individual quantities, addition of new items, alterations, additions/deletions or substitutions of items, as mentioned above. Quantities mentioned and accepted in the joint measurement sheets shall alone be final and binding on the parties.
- 3.8. Owner reserve their right to award the Contract to any Tenderer and their decision in this regard shall be final and binding. Owner further reserves its right to reject any or all Tenders received or to cancel the entire tender/ bidding process or decide to call for fresh tenders. No dispute shall be raised by any Tenderer(s) for any of the aforesaid reasons or on account of rejection of his/its Tender.

- 3.9. The Rates quoted by the Tenderer shall include costs and expenses on all counts viz. cost of materials, transportation of machine(s), tools, equipments, labour, power, water, administration charges, price escalations/ increases, overheads, profits, etc. The only exception is, in case and to the extent of the cost of material(s), if any, agreed to be supplied by Owner and mentioned specifically in that regard in the conditions of Contract, in which case, the cost of such material if taken for preparation of the Contractor's bill(s) shall be deducted before making payment of the bill(s) of the Contractor. The description given in the schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying in and return of empties, hoisting, setting, fitting and fixing in position and all other expenses necessary in and for the full and complete execution and completion of works and in accordance with good business/ trade practices and recognized principles in that regard.
- 3.10. Employees of the State and Central Govt. and employees of the Public Sector Undertakings, including retired employees are covered under their respective service conditions/rules in regard to their submitting bid to the Tender. All such persons should ensure compliance to the respective/applicable conditions, rules etc. Tenderer shall be solely responsible in case any such person is not complying with those rules etc. but submitting the Tender in violation of such rules. After being so noticed, the Tenderer shall be liable for the forfeiture of the Earnest Money Deposit made with the Tender, termination of Contract and sufferance on account of forfeiture of Security Deposit and sufferance of damages arising as a result of termination of Contract.
- 3.11. In consideration for having a chance to be considered for entering into a Contract with the Owner, the Tenderer agrees that the Tender submitted by him shall remain valid for the period prescribed in the terms and conditions of the Tender, from the date of submission of the Tender. The Tenderer shall not be entitled during the said validity period, to withdraw, revoke, or cancel the Tender without the consent in writing from the Owner.
- 3.12. In case the Tenderer withdraws or revokes or cancels the Tender or varies any of terms of the Tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the Tender.
- 3.13. The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. The Tenderers shall particularly take note of this factor before submitting their Tender(s).
- 3.14. The Work shall be carried out strictly as per approved specifications and terms and conditions of the Contract. Deviations, if any, shall have to be authorized by the Engineer-in-Charge/Site-inCharge/ Owner in writing prior to implementing deviations. The price benefit, if any, arising out of the accepted deviation shall be passed on to the Owner. The decision of Owner/ Engineer- inCharge who shall work out such price benefit/ differential on account of the deviation, and whose benefit has to be passed on to the Owner, shall be final and binding in this matter.
- 3.15. The Contractor shall make all arrangements at his own cost to transport the required materials, men, labour and equipment, outside and inside the working places and

leaving the premises in a neat and tidy condition after completion of the work to the satisfaction of Owner. All materials except those agreed to be supplied by the Owner shall be supplied by the Contractor at his own cost and the rates quoted by the Contractor should be inclusive of all royalties, rents, taxes, duties, statutory levies, if any, etc.

- 3.16. The Contractor shall not carry on any Work other than the Work under this Contract within the Owner's premises without prior permission in writing from the Engineer-in-Charge/Site-incharge/ Owner.
- 3.17. The Contractor shall be bound to follow and ensure compliance to all the safety and security regulations and other statutory rules applicable to the Site. In the event of any damage or loss or sufferance caused due to non-observance of such rules and regulations, the Contractor shall be solely responsible for the same and shall keep the Owner indemnified against all such losses and claims arising from the same.
- 3.18. At any time after acceptance of Tender, the Owner reserves the right to add, amend or delete any work item, the bill of quantities at a later date or reduce the scope of work in the overall interest of the Work with prior discussion and intimation to the Contractor. The decision of Owner, with reasons recorded therefor, shall be final and binding on both the Owner and the Contractor. The Contractor shall not have right to claim compensation or damage etc. in that regard. The Owner reserves the right to split the work under this Contract between two or more contractors without assigning any reasons.
- 3.19. All signatures in case of submission of physical tender document shall be dated as well as all the pages of all sections of the tender documents shall be initialed at the lower position and signed, wherever required in the tender papers by the Tenderer or by a person holding Power of Attorney authorising him to sign on behalf of the tenderer before submission of tender.
- 3.20. Electronic Signature: The Tenderer hereby agrees that the e-Tender and/or any documents to be signed in connection herewith (unless otherwise specified in the Tender), shall be electronically signed by the Tenderer or by a person holding Power of Attorney authorising him to sign on behalf of the Tenderer before submission of Tender and the use of an Electronic Signature shall, for the purposes of validity, enforceability and admissibility, be conclusive evidence of the Tenderer's intention to be legally bound as if such signature had been written by hand.
- 3.21. The Tender should be quoted in English, both in figures as well as in words. The rates and amounts tendered by the Tenderer in the Schedule of rates for each item should be quoted in such a way that any insertion is not possible. The total tendered amount should also be indicated both in figures and words with the signature of tenderer. In case of online e-tenders, rates and amount shall be filled as per the price bid format provided in the Tender.
- 3.22. If some discrepancies are found between the rates given in words and figures of the amount shown in the tender, the following procedure shall be applied :

- a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the Tenderer shall be taken as correct.
- b) When the rate quoted by the Tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the Tenderer shall be taken as correct.
- c) When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.

3.23. All corrections and alterations in the entries of Tender document shall be signed in full by the Tenderer with date. No erasures or over writings are permissible.

Transfer of tender document by one intending tenderer to the another one is not permissible. The Tenderer on whose name the Tender has been sent only can quote.

3.24. Owner reserves the right to reject the Tender submitted by a Tenderer if found to be incomplete in any or all manner. The decision of the Owner in this regard is final and binding.

#### 4. DEPOSITS

##### 4.1. EARNEST MONEY DEPOSIT (EMD)

- (a) The Tenderer shall submit/ deposit Earnest Money Deposit (EMD), if specified in the Tender, failing which the Tender is liable to be rejected. The Tenderer shall deposit Earnest Money Deposit in the form of a non-revocable and unconditional Bank Guarantee in favour of “HPCL Renewable & Green Energy Limited” from any Scheduled Bank (other than a Co-Operative Bank) payable at Mumbai in the proforma enclosed or through e-payment. The Earnest Money Deposit (EMD) shall be refunded within 30 days after finalization of the Contract.

Provided however that Public Sector Enterprises, Startups registered with DPIIT and Micro & Small scale units having Udyam registration are exempted from payment of Earnest Money Deposit (subject to relevant guidelines under Public Procurement Policy Order 2012 for Micro and Small Enterprises and further amendments). MSEs should enclose a photocopy of their Udyam registration certificate with their quotation to make their quotation eligible for consideration.

- (b) In case of Tenderer withdrawing, revoking or canceling his Tender, varying any terms in regard thereof without prior consent of Owner in writing, appropriate action will be taken by HPRGEL as deemed fit including putting the Tenderer/Contractor on ‘Holiday listing’/ ‘Delisting’, barring the Tenderer/Contractor from participating in future tenders for an appropriate period from the date of revocation/cancellation/varying the terms, in addition to taking action such as forfeiture of Earnest Money deposited by Tenderer.
- (c) For GeM tenders, GeM GTC/procedures shall be applicable for collection/refund of EMD.

##### 4.2 SECURITY DEPOSIT:

4.2.1. The Bidder, with whom the contract is decided to be entered into and intimation is so given, will have to furnish a security deposit of two percent (2%) of the total contract value in the form of e-payment/Bank Guarantee in favour of HPCL Renewable & Green Energy Limited, within 15 days from the date of intimation of acceptance of their tender, failing which HPRGEL shall:- (a) if the bidder has commenced the work/supplies, deduct the same from the Running Account Bill(s) of the Bidder/Contractor, and (b) if the Bidder does not commence the work/supplies, cancel the Contract and forfeit the EMD.

4.2.2. It is further clarified that, Contractor shall deposit 2% of PO/Contract value as Security deposit in the form of Demand draft or through e-payment upto Rs. 50,000/- and in the form of Bank guarantee or through e-payment beyond Rs. 50,000/-. Demand Draft should be drawn on Scheduled Banks, other than co-operative bank.

4.2.3. The Security Deposit shall be retained till the actual completion of the Work subject to Clause 4.2.4. Provided, that nothing herein stated shall make it incumbent upon the Owner to utilize the Security Deposit in preference to any other remedy which the Owner may have, nor shall be construed as anyway confining the claims of the Owner against the Tenderer to the quantum of the Security Deposit.

4.2.4. In the event any breach of terms and conditions of Contract by Contractor, the Owner shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate any amounts due as damage from the Security Deposit or from any other amount due to the Contractor against any other contract.

4.2.5. Security deposit shall be refunded upon completion of the works in all respects. The same shall not carry any interest.

#### 4.3 COMPOSITE PERFORMANCE BANK GUARANTEE (CPBG):

4.3.1 The Contractor shall for the performance of its obligations under the Contract, provide to the Owner, within 15 (fifteen) days from the date of LOA an irrevocable and unconditional Composite Performance Bank Guarantee ("CPBG") valid upto a period of 3 months beyond the expiry of the defect liability period from any commercial Scheduled Bank (other than a Co-Operative Bank).

4.3.2 That the quantum of CPBG inclusive of Security Deposit should be as follows:

- a) All items {other than Cylinder Valve Regulator (CVR) items} : 10% of PO value
- b) For CVR items: Rs. 10.0 lakhs or 5% of the order value, whichever is lower.

CPBG 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).

4.3.3 In the event any breach of terms and conditions of Contract by Contractor, the Owner shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to invoke the CPBG and appropriate the amounts due from the CPBG,



4.3.4 The Owner shall, subject to the terms and conditions of the Contract, release the CPBG within 60 (sixty) days of the expiry of the Defect Liability Period or the extended Defect Liability Period, as the case may be, under this Contract.

4.3.5 Notwithstanding the aforesaid, the Parties agree that the Owner shall not be obliged to release the CPBG until all defects identified during the Defect Liability Period or the extended Defect Liability Period, as the case may be, have been rectified properly by the Contractor.

#### 4.4 RETENTION MONEY AND DEFECT LIABILITY

4.4.1. The Contractor shall remain responsible and liable to make good all losses or damages that may occur/appear to the work carried out under this Contract within a period of 12 months from date of issue of the Completion Certificate and/or the date of Owner taking over the work, whichever is earlier.

4.4.2. The Contractor shall issue an unconditional and irrevocable Bank Guarantee to the Owner in the sum of 10% of the work entrusted in the Contract, from any Scheduled Bank (other than a Co-Operative Bank) acceptable to the Owner and if however, the Contractor fails to furnish such a Bank Guarantee the Owner shall have right to retain ten percent (10%) of the total value of the Running Account and Final Bill as retention money on account of any possible damage/defect liability that may arise for the period covered under the defect liability period clause of the Contract, free of any interest. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate connected in any way with the works, equipment or materials supplied by Contractor or in the workmanship carried out, or if the supply or work is found to be not as per specifications agreed, shall be rectified or replaced by the Contractor at his own expense failing which the Owner shall be entitled to rectify the said damage/defect from the retention money. Any excess of expenditure incurred by the Owner on account of damage or defect shall be payable by the Contractor. In respect of supplies or works which is not as per specification and if accepted by the Owner, an appropriate deduction shall be made towards the difference in the value between the contract specification and the pecification of supplies/ works as provided by the contractor. The decision of the Owner in this behalf shall not be liable to be questioned but shall be final and binding on the Contractor. Retention money shall be deducted only if CPBG is not provided by the Contractor/ Tenderer.

4.4.3. Deduction towards retention money is applicable only in case of works contracts (civil, mechanical, electrical, maintenance etc.) where any damage or defect may arise in future (i.e. within 12 months from the date of completion of work) or lie undiscovered at the time of issue of completion certificate.

4.4.4. In the event of breach of terms and conditions of Contract by Contractor, the Owner shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to appropriate the amounts as damages from the Retention Money.

#### 5. EXECUTION OF WORK

5.1 All Works shall be executed in strict conformity with the provisions of the Contract documents and with such explanatory details, drawings, specifications and instructions as may be furnished from time to time to the Contractor by the Engineer-in-Charge/ Site- in-Charge, whether mentioned in the

Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed

in the most proper and workmanship- like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge/Site-in-Charge.

- 5.2 The Contractor shall ensure that the personnel engaged by it or by its sub-contractors for performance of its obligations under the Contract are at all times appropriately qualified, skilled and experienced in conformity with applicable laws and industry practice.
- 5.3 The completion of work may entail working in monsoon also. The Contractor hereby agrees and acknowledges that it must maintain the necessary work force as may be required during monsoon and plan to execute the Work in such a way the entire project is completed within the contracted time schedule. No extra charges or cost shall be payable for such work during monsoon or on account of any heavy rain. It shall be the responsibility of the Contractor to keep the construction work site free from water during and off the monsoon period at his own cost and expenses.
- 5.4 For working on Sundays/Holidays, the Contractor shall obtain the necessary permission from Engineer-In-charge/Site-In-charge in advance. The Contractor shall be permitted to work beyond the normal hours with prior approval of Engineer-In-Charge/Site-In-Charge and the Contractor's quoted rate is inclusive of all such extended hours of working and no extra amount shall be payable by the Owner on this account.

#### 5.5 SETTING OUT OF WORKS AND SITE INSTRUCTIONS

- 5.5.1 The Engineer-in-Charge/Site-in-Charge shall furnish the Contractor with only the four corners of the work site and a level bench mark and/or co-ordinates and the Contractor shall set out the works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 5.5.2 The Contractor shall provide, fix and be responsible for the maintenance of all necessary stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for consequences of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge/Site-in-Charge. The approval thereof or joining in setting out the work shall not relieve the Contractor of his responsibility.
- 5.5.3 Before beginning the works, the Contractor shall, at its own cost, provide all necessary reference and level posts, pegs, bamboos, flags ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge/Site-in-Charge. The Centre longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable Theodolite / Total Station to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge/Site-in-Charge in writing. But such approval shall not relieve the Contractor of any of its responsibilities. The Contractor shall also provide all

labour, materials and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

- 5.5.4 Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor.
- 5.5.5 On completion of works, the Contractor shall submit the geodetic documents according to which the work was carried out.
- 5.5.6 The Engineer-in-Charge/Site-in-Charge shall communicate or confirm his instructions to the Contractor in respect of the executions of work in a "work site order book" maintained in the office having duplicate sheet and the authorised representative of the Contractor shall confirm receipt of such instructions by signing the relevant entries in the book.
- 5.5.7 All instructions issued by the Engineer-in-Charge/Site-in-Charge shall be in writing. The Contractor shall be liable to carry out the instructions without fail.
- 5.5.8 If the Contractor after receipt of written instruction from the Engineer-in-Charge/ Site-in-Charge requiring compliance within seven (7) days fails to comply with such drawings or 'instructions' or both as the Engineer-in-Charge/Site-in-Charge may issue, Owner may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect to such drawings or 'instructions' and all cost and expenses incurred in connection therewith as certified by the Engineer-in-Charge/ Site-in-Charge shall be borne by the Contractor or may be deducted from amounts due or that may become due to the Contractor under the Contract or may be recovered as a debt.
- 5.5.9 The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the Contractor, at its own cost.
- 5.5.10 In case any doubts arise in the mind of the Contractor in regard to any expressions, interpretations, statements, calculations of quantities, supply of material rates, etc. etc., the Contractor shall refer the same to the Site-in-Charge/ Engineer-in-Charge for his clarification, instructions, guidance or clearing of doubts. The decision of the Engineer-in-Charge/Site-in-Charge shall be final and the Contractor shall be bound by such a decision.
- 5.5.11 The Contractor shall take adequate precautions, to ensure that his operations do not create nuisance or misuse of the work space that shall cause unnecessary disturbance or inconvenience to others at the work site.
- 5.5.12 All fossils, coins, articles of value of antiquity and structure or other remains of geological or archaeological discovered on the site of works shall be declared to be the property of the Owner and Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or thing and shall immediately inform the Owner/ Engineer-in-Charge/Site-in-Charge.
- 5.5.13 Contractor will be entirely and exclusively responsible to provide and maintain at his expenses all lights, guards, fencing, etc. when and where ever necessary or/as required by the Engineer-

inCharge/Site-in-Charge for the protection of works or safety and convenience to all the members employed at the site or general public.

## 5.6 COMMENCEMENT OF WORK

5.6.1 The Contractor shall after paying the requisite Security Deposit, commence work within 15 days from the date of receipt of the LOA from the Owner informing that the Contract is being awarded. The date of LOA shall be the date/day for counting the starting day/date and the ending day/date shall be accordingly calculated. Damages, if any, for the delay in execution shall be calculated accordingly.

5.6.2 Contractor should prepare detailed fortnightly construction programme for approval by the Engineer-in-Charge within one month of receipt of LOA. The Work shall be executed strictly as per such time schedule. The period of Contract includes the time required for testing, rectifications, if any, retesting and completion of work in all respects to the entire satisfaction of the Engineer-in-Charge.

5.6.3 The LOA is an acceptance of offer by the Owner and it need not be accepted by the Contractor. But the Contractor should acknowledge a receipt of the Purchase Order within 15 days of issuance of Purchase Order and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused by such breach shall be recovered by the Owner by forfeiting Earnest Money Deposit/Security Deposit.

5.6.4 The Work involved under this Contract may include such works as have to be taken up and completed after other agencies have completed their jobs. The Contractor will be required and bound to take up as and when the fronts are available for the same and no claim of any sort whatsoever shall be admissible to the Contractor on this account. Only extension of time limit shall be admissible, if the availabilities of work fronts to the Contractor are delayed due to any reason not attributable to the Contractor and the same would be clearly recorded.

## 5.7 SUBLETTING OF WORK

5.7.1 No part of the Contract nor any share or interest thereof shall in any manner or degree be transferred, assigned or sublet, by the Contractor, directly or indirectly to any firm or corporation whatsoever, without the prior consent in writing of the Owner.

5.7.2 At the commencement of every month the Contractor shall furnish to the Engineer-in-charge/Site-in-Charge list of all Sub-contractors or other persons or firms engaged by the Contractor.

5.7.3 The Contract agreement shall specify major items of supply or services for which the Contractor proposes to engage sub-Contractor/sub-Vendor. The Contractor may from time to time propose any addition or deletion from any such list and shall submit the proposals in this regard to the Engineer-in-charge/ Site-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-charge/ Site-in-charge shall not relieve the Contractor from any of his obligations, duties and responsibilities under the Contract.

5.7.4 Notwithstanding any sub-letting with such approval as aforesaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contract, the Contractor shall be and shall remain solely to be responsible for the quality and proper and expeditious execution of the works

and the performance of all the conditions of the Contract in all respects as if such subletting or subcontracting had not taken place and as if such work had been done directly by the Contractor.

- 5.7.5 Prior approval in writing of the Owner shall be obtained before any change is made in the constitution of the Contractor/Contracting agency otherwise contract shall be deemed to have been allotted in contravention of clause entitled “sub-letting of works” and the same action may be taken and the same consequence shall ensue as provided in the clause of “sub- letting of works”.

## 5.8 EXTENSION OF TIME

- 5.8.1 Time shall be of the essence in the performance of the parties’ respective obligations. If any time period specified herein is extended for the reasons specified in the Contract, such extended time shall also be of the essence of the contract. If any extra time is given by the Owner to the Contractor by means of a Change Order or otherwise, it shall be understood and agreed between the parties that all other terms and conditions including that time is the essence of the contract shall remain unchanged.
- 5.8.2 If the Contractor anticipates that it shall not be able to complete the work within the contractual delivery/ completion date (CDD), then the Contractor shall make a request for grant of time extension clearly specifying the reasons for which he seeks extension of time and demonstrating as to how these reasons were beyond the control of the Contractor or attributable to the Owner. This request should be made at least one month before the expiry of the Contractual Delivery/ Completion Date (CDD).
- 5.8.3 If such a request for extension is received with a Bank Guarantee for the full Liquidated Damages amount calculated on the Total Contract Value, the Owner shall grant a provisional extension of time, pending a decision on the request.
- 5.8.4 Owner shall expeditiously decide upon the request for time extension before expiry of the CDD. In the event, it is found that delay is attributable to the Contractor then extension of time may be granted after levying Liquidated Damages as per the terms of the Tender.
- 5.8.5 Grant of any extension of time shall be by means of issuance of a Change Order.
- 5.8.6 The extension of time shall be the sole remedy of the Contractor for any cause or event of delay and the Contractor shall not be entitled in addition to or in lieu of such extension, to claim any damages or compensation for extended stay or otherwise whether under the law governing contracts or quasi-contracts or any other relationship, and the Contractor hereby waives and disclaims any and all contrary rights.
- 5.8.7 In order to avoid any cash crunch to the Contractor, a Bank Guarantee could be accepted against Liquidated Damages, as stated above. Once a decision to levy Liquidated Damages is taken, the Liquidated Damages shall be recovered from any pending bills or by encashment of any bank guarantees of the Contract available with Owner. Any balance sum of Contractor or the bank guarantees (if Liquidated Damages is fully recovered from the bills) shall be promptly

refunded/returned to the Contractor. HPRGEL shall also be at liberty to recover Liquidated Damages, if it could not be recovered in full from pending bills under the Contract, from any other dues payable to the Contractor against any other contract.

## 5.9 SUSPENSION OF WORK

5.9.1 Subject to the provisions of this Contract, the Contractor shall if ordered in writing by the Engineer-in-Charge/Site-in-Charge for reasons recorded suspend the works or any part thereof for such period and such time so ordered and shall not, after receiving such, proceed with the work therein ordered to be suspended until it shall have received a written order to re-start. The Contractor shall be entitled to claim extension of time for that period of time the work was ordered to be suspended. Neither the Owner nor the Contractor shall be entitled to claim compensation or damages on account of such an extension of time. The Contractor shall not be entitled to any claim for any cost or compensation for overstay, idling, and mobilization and demobilization costs and expense, due to suspension under the provisions of the Contract.

5.9.2 In case of suspension of entire work, ordered in writing by Engineer-in- Charge/Site-in-Charge, for a period of 30 days, the Owner shall have the option to terminate the Contract as provided under the clause for termination. However, during the period of suspension, the Contractor shall not be at liberty to remove from the site of the works any plant or materials belonging to him without the prior consent of Owner and the Owner shall have lien upon all such plant and materials.

5.9.3 The Contractor shall, in case of suspension have the right to raise a dispute and have the same resolved as per the provisions of the Contract but however, shall not have the right to have the Work stopped from further progress and completion either by the Owner or through other contractor appointed by the Owner.

## 5.10 OWNER MAY DO PART OF THE WORK

Notwithstanding anything contained elsewhere in this Contract, the Owner may, upon failure of the Contractor to:

- (a) comply with any instructions given to Contractor or
- (b) to carry out the work with proper dispatch and speed or
- (c) follow all contract terms without breach or
- (d) if the contractor abandons the work for any reason whatsoever, undertake charge of the entire work or any part thereof, and get the balance work completed by itself or by any other contractor.

If the work is carried out by the Owner itself, then the cost to the owner shall be calculated by adding ten percent overhead to the cost of materials, labour, equipment usage cost, etc. In all such cases, if the Owner incurs additional cost when compared to the contracted price/ cost, then the Owner shall have the right to deduct from the amounts payable to the Contractor, such additional cost . Should the total amount thereof exceed the amount due to the Contractor, the Contractor shall pay the difference to the Owner within 15 days of making demand for payment, failing which the Contractor shall be liable to pay interest at the State Bank of India Base Rate per annum, on such differential amounts till the date of payment.

## 5.11 INSPECTION OF WORKS

5.11.1 The Engineer-in-Charge/Site-in-Charge and Officers from Central or State Government will have full power and authority to inspect the works at any time wherever in progress, either on the Site or at the Contractor's premises/workshops of any person, firm or corporation where work in connection with the Contract may be in hand or where the materials are being or are to be supplied, and the Contractor shall afford or procure for the Engineer-in- Charge/Site-in-Charge every facility and assistance to carry out such inspection. The Contractor shall, at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-inCharge/Site-in- Charge or his representative to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor itself. The Contractor shall give not less than seven days' notice in writing to the Engineer-in-Charge/Site-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above, the same shall be uncovered at Contractor's expense for carrying out such measurement and/or inspection.

5.11.2 No material shall be removed and dispatched by the Contractor from the Site without the prior approval in writing of the Engineer-in-charge. The Contractor is to provide at all times during the progress of the work and the maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adapt as directed for inspection or measurements of the works by the Engineer-in-Charge/Site-in-Charge.

## 5.12 SAMPLES

5.12.1 The Contractor shall furnish to the Engineer-in-charge/Site-in-Charge for approval when requested or required adequate samples of all materials and finishes to be used in the Work.

5.12.2 Samples shall be furnished by the Contractor sufficiently in advance and before commencement of the Work so as the Owner can carry out tests and examinations thereof and approve or reject the samples for use in the works. All material samples furnished and finally used/applied in actual work shall fully be of the same quality of the approved samples.

## 5.13 TESTS FOR QUALITY OF WORK

5.13.1 All workmanship shall be of the respective kinds described in the Contract documents and in accordance with the instructions of the Engineer-in-Charge / Site-in- Charge and shall be subjected from time to time to such tests at Contractor's cost as the Engineer-in-Charge/Site-in-Charge may direct at the place of manufacture or fabrication or on the site or at all or any such places. The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge/Site-in-Charge.

5.13.2 All the tests that will be necessary in connection with the execution of the work as decided by the Engineer-in- charge/Site-in-Charge shall be carried out at the Contractor's cost and expenses.

5.13.3 If any tests are required to be carried out in connection with the work or materials or workmanship to be supplied by the Owner, such tests shall be carried out by the Contractor as per instructions of Engineer-in-Charge/Site-in-Charge and expenses for such tests, if any, incurred by the Contractor shall be reimbursed by the Owner. The Contractor should file its claim with the Owner within 15

(fifteen) days of inspection/test and any claim made beyond that period shall lapse and be not payable.

#### 5.14 . ALTERATIONS AND ADDITIONS TO SPECIFICATIONS, DESIGNS AND WORKS

5.14.1 The Engineer-in-Charge/Site-in-Charge shall have powers to make any alterations, additions and/or substitutions to the schedule of quantities, the original specifications, drawings, designs and instructions that may become necessary or advisable or during the progress of the Work and the Contractor shall be bound to carry out such altered/extra/new items of work in accordance with instructions which may be given to it in writing signed by the Engineer-in- Charge/Site- in-Charge. Such alterations, omissions, additions or substitutions shall not invalidate the Contract. The altered, additional or substituted work which the Contractor may be directed to carry on in the manner as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he has agreed to do the work. The time for completion of such altered added and/or substituted work may be extended for that part of the particular work. The rates for such additional altered or substituted work under this Clause shall, be worked out in accordance with the following provisions:

5.14.1.1 If the rates for the additional, altered or substituted work are specified in the Contract for similar class of work, the Contractor is bound to carry out the additional, altered or substituted work at the same rates as are specified in the Contract.

5.14.1.2 If the rates for the additional, altered or substituted work are not specifically provided in the Contract for the work, the rates will be derived from the rates for similar class of work as are specified in the Contract for the work. Opinion of the Engineer-in- Charge/Site-in-Charge as to whether or not the rates can be reasonably so derived from the items in this Contract, will be final and binding on the Contractor.

5.14.1.3 If the rates for the altered, additional or substituted work cannot be determined in the manner specified above, then the Contractor shall, within seven days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge/ Site-in-Charge of the rate at which it intends to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-In-Charge/ Site-in-Charge shall determine the rates on the basis of the prevailing market rates for both material and labour plus 10% to cover overhead and profit of labour rates and pay the Contractor accordingly. The opinion of the Engineer-in- Charge/Site-in-Charge as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the Contractor.

5.14.2 In case of any item of work for which there is no specification supplied by the Owner and is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the work should be carried out as per standard Engineering Practice subject to the approval of the Engineerin-Charge/ Site-in-Charge.

#### 5.15 PROVISIONAL ACCEPTANCE



Acceptance of sections of the works for purposes of equipment erection, piping, electrical work and similar usages by the Owner and payment for such work or parts of work shall not constitute a waiver of any portion of this Contract and shall not be construed so as to prevent the Engineer-in-Charge/Site-in-charge/Owner from requiring replacement of defective work that may become apparent after the said acceptance and also shall not absolve the Contractor of the obligations under this contract. It is made clear that such an acceptance does not indicate or denote or establish to the fact of execution of that work or the Contract until the work is completed in full in accordance with the provisions of this Contract.

#### 5.16 COMPLETION OF WORK AND COMPLETION CERTIFICATE

As soon as the Work is completed in all respects, the Contractor shall give notice of such completion to the Site-in-Charge or the Owner and within thirty days of receipt of such notice the Site-in-Charge shall inspect the Work and shall furnish the Contractor with a certificate of completion indicating:

- a) defects, if any, to be rectified by the Contractor
- b) items, if any, for which payment shall be made in reduced rates
- c) the date of completion.

#### 5.17 USE OF MATERIALS AND RETURN OF SURPLUS MATERIALS

5.17.1 Notwithstanding anything contained to the contrary in any or all of the clauses of this Contract, where any materials for the execution of the Contract are procured with the assistance of Government or the Owner either by issue from Government or Owner stocks or procurement made under orders or permits or licences issued by Government, the Contractor shall use the said materials economically and solely for the purpose of the Contract and shall not dispose them of without the permission of the Owner.

5.17.2 All surplus (serviceable) or unserviceable materials that may be left over after the completion of the Contract or at its termination for any reason whatsoever, the Contractor shall deliver the said product to the Owner without any demur. The price to be paid to the Contractor, if not already paid either in full or in part, however, shall not exceed the amount mentioned in the Schedule of Rates for such material and in cases where such rates are not so mentioned, shall not exceed the CPWD scheduled rates. In the event of breach of the aforesaid condition, the Contractor shall become liable for contravention of the terms of the Contract.

5.17.3 The surplus (serviceable) and unserviceable products shall be determined by joint measurement. In case where joint measurement has failed to take place, the Owner may measure the same and determine the quantity.

5.17.4 It is made clear that the Owner shall not be liable to take stock and keep possession and pay for the surplus and unserviceable stocks and the Owner may direct the Contractor to take back such material brought by the Contractor and becoming surplus and which the Owner may decide to keep and not to pay for the same.

#### 5.18 DEFECT LIABILITY PERIOD

5.18.1 The defect liability period for the Work unless otherwise specified shall be for a period of 12 months from the date of completion of the Work. Any damage or defect that may arise or lie undiscovered at the time of completion of the Work shall be rectified or replaced by the Contractor at its own cost. The decision of the Engineer In-charge/Site-In-Charge/Owner shall be the final in deciding whether the defect has to be rectified or replaced.

5.18.2 The Owner shall intimate the defects noticed in writing by a Registered A.D. letter, email or otherwise and the Contractor within 15 days of receipt of the intimation shall start the rectification work and complete within the time specified by the Owner failing which the Owner shall be entitled to get the defects rectified by itself or by any other contractor and the expenses incurred in getting the same done shall be paid by the Contractor under the provision of the Contract.

Thus, defect liability is applicable only in case of job/works contract (civil, mechanical, electrical, maintenance etc. ) where any damage or defect may arise in future (i.e. within 12 months from the date of completion of work job) or lie undiscovered at the time of completion of work job.

In other words, in case of service contracts (like car hire etc.) where there is no question of damage or defect arising in future, the defect liability clause is not applicable.

5.18.3 Equipment or spare parts replaced under warranty/guarantees shall have further warranty for 12 months from the date of acceptance. However, in no case will the warranty exceed 24 months from the date of start of the original warranty.

## 5.19 DAMAGE TO PROPERTY

5.19.1 Contractor shall be responsible for making good to the satisfaction of the Owner any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured by the Owner or of other agencies within the premises of the work of the Owner, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, its employees, agents, representatives or sub-contractors.

5.19.2 The Contractor shall indemnify and keep the Owner harmless of all claims for damage to Owner's property arising under or by reason of this Contract or in relation to the Work carried out by the Contractor.

## 5.20 LIMITATION OF LIABILITY

Neither the Owner nor the Contractor shall be liable to the other for any indirect, incidental, special, exemplary or consequential losses or damages of any nature whatsoever, including, without limitation, liability for loss of use of property, loss of profits or other revenue, interest, loss of product, increased expenses or business interruption, however the same may be caused. Further, in no event shall the aggregate liability of the Owner, for any alleged breach of the terms of the contract or any failures on its part or damages caused to Contractor on account of Owner, exceed 10% of the value of the Purchase Order.

Notwithstanding anything contrary contained herein, Owner shall not be liable for any escalation in price, idling charges, additional mobilization charges, etc. for any reason whatsoever.

It is agreed that the aggregate total liability of Contractor (excluding its liability towards infringement of any intellectual property rights such as patent, trade mark or industrial design rights or on account of fraud), shall be limited to 100% of value of Purchase Order.

## 6. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

### 6.1. NOTICE TO LOCAL BODIES

The Contractor shall comply with and give all notices required under any Government authority, instruction, rule, regulation or order made under any Act of Parliament, state laws or any regulations or by-laws of any local authority relating to the works.

### 6.2. FIRST AID AND INDUSTRIAL INJURIES

6.2.1 Contractor shall maintain first aid facility for his employees and those of its sub-contractors.

6.3.2. Contractor shall make arrangements for ambulance service and for the treatment of all types of injuries. Names and telephone numbers of those providing such services shall be furnished to Owner prior to start of construction and their name board shall be prominently displayed in Contractor's field office.

6.2.3. All industrial injuries shall be reported promptly to owner and a copy of Contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

### 6.3. SAFETY CODE

6.3.1. The Contractor shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the work or as required by the Engineer-in-Charge in respect of all labours directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the Contractor fails to make arrangements and provide necessary facilities as aforesaid, the Owner shall be entitled to do so and recover the cost thereof from the Contractor.

6.3.2. From the commencement to the completion of the works, the Contractor shall take full responsibility for the care thereof and of all the Temporary Works. In case damage, loss or injury shall happen to the works or to any part thereof or to Temporary Works or to any cause whatsoever repair at the Contractor's own cost and make good the same so that at the time of completion, the works shall be in good order and condition and in conformity in every respect with the requirement of the Contract and Engineer-in-Charge's instructions.

6.3.3. The Contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work, the Contractor shall consult with Owner's Safety Engineer or Engineer-in-Charge/Site-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the Owner's existing property.

6.3.4. The Contractor will be fully responsible for complying with the provisions including documentation and submission of reports on the above to the concerned authorities and shall indemnify the Corporation from any such lapse for which the Government will be taking action against them.

#### 6.4. INSURANCE

Contractor shall at his own expense obtain and maintain an insurance policy with a Insurance Company recognized by IRDAI to the satisfaction of the Owner as provided hereunder and as per the requirements under Applicable Laws.

##### i. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out an Insurance to cover all risks to Owner for each of his vehicles plying on works of this Contract and these insurances shall be valid for the total contract period. No extra payment will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the Insurance Company The provisions of the Motor Vehicle Act would apply.

##### ii. FIRE INSURANCE

Contractor shall within two weeks after award of Contract insure the Works, Plant and Equipment provided under this Contract and keep them insured until the final completion of the Contract against loss or damage by accident, fire or any other cause with an insurance company to be approved by the Owner /Consultant in the joint names of the Owner and the Contractor (name of the former being placed first in the Policy). Such Policy shall cover the property of the Owner only and the value of insurance should be sufficient to cover the Works, Plant and Equipment provided under the Contract and in any case the insured amount should not be less than the value of Works, Plant and Equipment.

#### 6.5. ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATION OR BY OWNER

- i. Contractor shall also provide and maintain any and all other insurance which may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by the Owner.
- ii. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.
- iii. The Contractor shall satisfy to the Engineer-in-Charge/Site-in-Charge from time to time that it has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.
- iv. The Contractor shall ensure that similar insurance policies are taken out by its sub-contractor (if any) and shall be responsible for any claims or losses to the Owner resulting from their failure to obtain adequate insurance protections in connection thereof. The Contractor shall produce or cause

to be produced by its sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge/Site-in-Charge.

## 6.6. LABOUR AND LABOUR LAWS

- i. The Contractor shall be solely responsible and liable to comply with, follow and adhere to all the applicable labour, industrial and other laws including but not limited to the laws and compliances as provided in Attachment - 1. The Contractor shall be bound to comply with any amendments or re-enactment thereof and such provisions as are in force for the time being, as the context may require. Provided however that in the event of any conflict between any provisions and/or clauses contained in the main body of this GTC and Attachment - 1, the provisions and/or clauses contained in the main body of this GTC shall prevail and supersede.

### ii. IMPLEMENTATION OF APPRENTICES ACT, 1961

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If it fails to do so, its failure will be a breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

### iii. MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expenses comply with or cause be complied with Model rules for Labour Welfare as appended to those conditions or rules framed by the Government from time to time for the protection of health and for making sanitary arrangements for worker employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid the Engineer-in-Charge/Site-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.

## 6.7. DOCUMENTS CONCERNING WORKS

- 6.7.1. All documents including drawings, blue prints, tracings, reproducible models, plans, specifications and copies, thereof furnished by the Owner as well as all drawings, tracings, reproducibles, plans, specifications design calculations etc. prepared by the Contractor for the purpose of execution of works covered in or connected with this Contract shall be the property of the Owner and shall not be used by the Contractor for any other Work but are to be delivered to the Owner at the completion or otherwise termination/expiry of the Contract.
- 6.7.2. The Contractor shall keep and maintain secrecy of the documents, drawings etc. issued to it for the execution of this Contract and restrict access to such documents, drawings etc. and further the Contractor shall execute a SECRECY agreement from each or any person employed by the Contractor having access to such documents, drawings etc. The Contractor shall not issue drawings and documents to any other agency or individual without the written approval by the Engineer-in-Charge/Site-in-Charge.

- 6.7.3. Contractor shall not give any information or document etc. concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-Charge/Site-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge/Site-in-Charge.

## 7. PAYMENT OF CONTRACTOR'S BILLS

- 7.1 Payments will be made against Running Accounts bills certified by the Owner's Engineer-in-Charge/Site-in-Charge as per the terms and conditions of the Contract. Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed joint measurements sheet(s) to the Engineer-in-Charge/ Site-in-Charge of the Owner for certification along with the supporting documents as per the terms of the Contract.
- 7.2 Owner will release an ad-hoc payment of not less than 75% of eligible Running Account Bill within 10 working days from the submission of the Running Account Bill. The balance payment, if any shall be made after final checking of the Running Account bill within 28 working days from submission of bill by the Contractor. All the payments shall be made after deductions in terms of the Contract.
- 7.3 The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along with cement consumption statement, actual/theoretical, wherever applicable duly certified by the Engineer-in-Charge/ Site-in-Charge of the Owner.
- 7.4 All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the Owner under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc. in the final bill.
- 7.5 The final bill shall be submitted by the Contractor within one month of the date of completion of the Work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge/Site-in-Charge may make the measurement and determine the total amount payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor. The Owner/Engineer-in-Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by the Contractor.
- 7.6 Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of the Owner after certification and verification.
- 7.7 Wherever possible, payment shall be tendered to the Contractor in electronic mode (epayment) through any of the designated banks. The Contractor will comply by

furnishing full particulars of Bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.

## 7.8 MEASUREMENT OF WORKS

7.8.1. All measurements shall be in metric system. All the works shall be jointly measured by the representative of the Engineer-in-Charge/Site-in-Charge and the Contractor or their authorised agent progressively. Such measurement will be recorded in the Measurement Book/Measurement Sheet by the Contractor or his authorised representative and signed in token of acceptance by the Owner or their authorised representative.

7.8.2. For the purpose of taking joint measurement, the Contractor/representative shall be bound to be present whenever required by the Engineer-in-Charge/Site-in-Charge.

If, however, they are absent for any reasons whatsoever, the measurement shall be taken by the Engineer-in-Charge/Site-in-Charge or his representative and the same would be deemed to be correct, final and binding on the Contractor.

7.8.3. In case of any dispute as to the mode of measurement for any item of work, the latest Indian Standard Specifications shall be followed. In case of any further dispute on the same the same shall be as per the certification of an outside qualified Engineer/ Consultant. Such a measurement shall be final and binding on the Owner and the Contractor.

## 7.9 BILLING OF WORKS EXECUTED

The Contractor will submit a bill in approved proforma to the Engineer-in-Charge/Site-in-Charge of the work giving abstract and detailed measurement for the various items executed during a month, before the expiry of the first week of the succeeding month. The Engineer-in-Charge/Site-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the bill verified and/or checked before forwarding the same to the disbursement office of the Owner for further action in terms of the Contract and payment thereafter. The Engineer-in-Charge/Site-in-Charge shall verify the bills within 7 days of submission of the Bill by the Contractor.

## 7.10 STATUTORY LEVIES

7.10.1 The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, cess, levies and statutory payments payable under all or any of the statutes etc.

7.10.2 Variations of taxes and duties arising out of the amendments to the Central / State enactments, in respect of sale of goods / services covered under this bid shall be to HPRGEL's account, so long as :

- (i) They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and
- (ii) The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Input Tax credit, wherever applicable.

- 7.10.3 Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reasons of the work provided for by this Contract by third parties, or by Central or State Government authority or any administrative sub-division thereof. The Contractor further agrees that in case any such demand is raised against the Owner, and Owner has no way but to pay and pays/makes payment of the same, the Owner shall have the right to deduct the same from the amounts due and payable to the Contractor. The Contractor shall not raise any demand or dispute in respect of the same but may have recourse to recover/receive from the concerned authorities on the basis of the Certificate of the Owner issued in that behalf.
- 7.10.4 The rates quoted should be inclusive of all taxes. However, wherever a tax to be deducted at source the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of tax on works contract will be furnished to the Contractor.
- 7.10.5 The Contractor shall comply with all the provisions of the GST Act/Rules/requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HPRGEL to take Input Tax Credit. In case of imports, Contractor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Contractor will be fully responsible for complying with the Customs provisions to enable HPRGEL to take Input Tax Credit.
- 7.10.6 In case, HPRGEL 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.)
- 7.10.7 Contractor indemnifies the Corporation for any loss, direct or implied accrued to the Corporation on account of supplier/service provider failure to discharge its statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.
- 7.10.8. Income tax will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.
- 7.10.9 The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.
- 7.10.10 The Contractor's having their 'tax residency status' outside India shall provide Tax Residency Certificate (TRC), issued by Government of the Country or the specified territory where the Contractor is a Resident. Rule 21AB of the Income Tax Rules, 1962 has prescribed the contents of a TRC. This would enable the Corporation to deduct tax at source by duly considering the 'treaty relief', if any, under Double Taxation Avoidance Agreement (DTAA) entered into between GOI and the respective country/specified territory in which the Contractors' 'tax residency status' is currently in force.
- 7.10.11 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. Contractor to take note of the same and pass such benefits while quoting their price.

#### 7.11 MATERIALS TO BE SUPPLIED BY CONTRACTOR

7.11.1 The Contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials agreed to be supplied as provided elsewhere in the contract. The Contractor shall make arrangement for procuring such materials and for the transport thereof at its own cost and expenses.

7.11.2 The Owner may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no responsibility of any nature. The Contractor shall procure materials of ISI stamp/certification and supplied by reputed suppliers.

7.11.3 All materials procured should meet the specifications given in the tender document. The Engineer-in-Charge may, at his discretion, ask for samples and test certificates for any batch of any materials procured. Before procuring, the Contractor should get the approval of Engineer-in-Charge/Site-in-Charge for any materials to be used for the works.

7.11.4 Manufacturer's certificate shall be submitted for all materials supplied by the Contractor. If, however, in the opinion of the Engineer-in-Charge/Site-in-Charge any tests are required to be conducted on the material supplied by the Contractor, these will be arranged by the Contractor promptly at its own cost.

#### 7.12 MATERIALS TO BE SUPPLIED BY THE OWNER

7.12.1 Steel and cement may be supplied by the Owner to the Contractor against payment by Contractor from either godown or from the site or within work premises itself and the Contractor shall arrange for all transport to actual work site at no extra cost.

7.12.2 The Contractor shall bear all the costs including loading and unloading, carting from issue points to work spot storage, unloading, custody and handling and stacking the same and return the surplus steel and cement to the Owner's storage point after completion of Work .

7.12.3 The Contractor shall be fully accountable for the steel and cement received from the Owner and Contractor shall give acknowledgement/receipt for quantity of steel and cement received by it each time he uplifts cement from Owner's custody.

7.12.4 For all computation purposes, the theoretical cement consumption shall be considered as per CPWD standards.

7.12.5 Steel and cement as received from the manufacturer/stockists will be issued to the Contractor. Theoretical weight of cement in a bag will be considered as 50 Kg. Bags weighing upto 4% less shall be accepted by the contractor and considered as 50 Kg. per bag. Any shortage in the weight of any cement bag by more than 4% will be to the Owner's account only when pointed out by the

Contractor and verified by Engineer-in-Charge/Site in Charge at the time of Contract or taking delivery.

- 7.12.6 The Contractor will be required to maintain a stock register for receipt, issuance and consumption of steel and cement at site. Cement will be stored in a warehouse at site. Requirement of cement on any day will be taken out of the warehouse. Cement issued shall be regulated on the basis of FIRST RECEIPT to go as FIRST ISSUE.
- 7.12.7 Empty cement bag shall be the property of the Contractor. Contractor shall be penalised for any excess/under consumption of cement. The penal rate will be twice the rate of issue of cement for this work.
- 7.12.8 All the running bills as well as the final bills will be accompanied by cement consumption statements giving the detailed working of the cement used, cement received and stock-on-hand.
- 7.12.9 The Contractor will be fully responsible for safe custody of cement once it is received by it and during transport. Owner will not entertain any claims of the Contractor for theft, loss or damage to cement while in its custody.
- 7.12.10 The Contractor shall not remove from the site any cement bags at any time.
- 7.12.11 The Contractor shall advise Engineer-in-charge/Site-in-charge in writing at least 21 days before exhausting the cement stocks already held by Contractor to ensure that such delays do not lead to interruptions in the progress of work.
- 7.12.12 Cement shall not be supplied by the Owner for manufacturing of mosaic tiles, precast cement jali and any other bought out items which consume cement and for temporary works.
- 7.12.13 Cement in bags and in good usable condition left over after the completion of work shall be returned by the Contractor to the Owner. The Owner shall make payment to the Contractor at the supply rate for such stocks of cement they accept and receive. Any refused stock of cement shall be removed by the Contractor from the site at its cost and expenses within 15 days of completion of the work.

## 8. PAYMENT OF CLAIMS AND DAMAGES

- 8.1 Should the Owner have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.

## 8.2 ACTION AND COMPENSATION IN CASE OF BAD WORK

If it shall appear to the Engineer-in-Charge/Site-in-Charge that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles provided by the Contractor for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the Contract, the Contractor shall on

demand in writing from the Engineer-in- Charge/Site-in-Charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at its own charge and cost and expenses and in the event of failure to do so within a period of 15 days of such intimation/ information/knowledge, the Contractor shall be liable to pay compensation equivalent to the cost of reconstruction by the Owner. On expiry of 15 days period mentioned above, the Owner may by themselves or otherwise rectify or remove and reexecute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respects of the Contractor. The decision of the Engineer- in- Charge/ Site-in-Charge as to any question arising under this clause shall be final and conclusive and shall not be raised as a dispute.

### 8.3 INSPECTION AND AUDIT OF CONTRACT AND WORKS

The Project is subject to inspection by various Government agencies of Government of India. The Contractor shall extend full cooperation to all the Government and other agencies in the inspection of the works, audit of the Contract and the documents of Contract Bills, measurements sheets etc. etc. and examination of the records of works and make enquiries interrogation as they may deem fit, proper and necessary. Upon inspection etc. by such agencies if it is pointed out that the contract work has not been carried out according to the prescribed terms and conditions as laid down in the tender documents and if any recoveries are recommended, the same shall be recovered from the Contractor's running bills/final bill/from ordered/suggested Security Deposit/retention money, and if the amounts available with the Owner are insufficient to cover such recoveries the same shall be paid within 7 days of written demand from the Owner by the Contractor. The Contractor shall not raise any dispute on any such account and the decision of the Owner shall be final and binding.

### 9. INTEREST

Notwithstanding anything contained in the Contract, no interest shall be payable by the Owner on any money which may become due or outstanding under the Contract or on any claim which may become due owing to any dispute, difference or misunderstanding between the Owner and the Contractor.

### 10. CONTRACTOR TO INDEMNIFY THE OWNER

The Contractor shall indemnify the Owner and every member, officer and employee of the Owner, also the Engineer-in-Charge/Site-in-Charge and the respective staff against all the actions, proceedings, claims, demands, costs, expenses whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs, expenses which may be made against the Owner, for or in respect of or arising out of, any failure by the Contractor in the performance of its obligations under the Contract. The Contractor shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or its sub-contractor and Contractor shall indemnify and keep indemnified the Owner against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

### 11. LEVY OF LIQUIDATED DAMAGES FOR DELAY

- 11.1 Parties agree and acknowledge that time is the essence of the Contract. In the event of delay in completion of work for reasons attributable to the Contractor, without prejudice to the Owner's rights under Clause 12, the Contractor shall be liable to pay to the Owner liquidated damages for the period beyond the Contractual Delivery Date (CDD) and the said Liquidated Damages shall be computed in the manner specified in Clause 11.3.
- 11.2 Parties agree that amounts calculated as per Clause 11.3 are reasonable and constitute a genuine pre-estimate of the loss/damage which shall be suffered by the Owner on account of delay on the part of the Contractor. It is further agreed that said amount shall be payable on demand without there being any proof of the actual loss or damages having been caused by such delay/breach. The Parties further irrevocably agree that the liquidated damages is mutually agreed amount under the Contract. The Owner shall be at liberty to adjust or deduct the said amount of liquidated damages from any amount due to the Contractor including from Security Deposit or from any Bank Guarantees or Deposits furnished by the Contractor or the Retention Money retained from the Bills of the Contractor, either under this Contract or any other contract.
- 11.3 The Owner shall be entitled to recover Liquidated damages from the Contractor. The Liquidated Damages shall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the delay subject to a maximum of 5% of the total Contract value.
- 11.4 The Contractor shall be entitled to give an acceptable unconditional and irrevocable Bank Guarantee in lieu of such a deduction towards Liquidated Damages.
- 11.5 Once a final decision is taken on the request of the Contractor for extension of time or otherwise, the Liquidated Damages shall be applicable only on the basic cost of the contract and on each full completed week(s) of delay (and for part of the week, a pro-rata Liquidate Damages shall be applicable). The decision of the Owner in regard to the breach of the Contractual Delivery Date by Contractor and imposition of Liquidated Damages shall be final and binding on the Contractor.
- 11.6 The Liquidated damages payable hereunder shall not discharge the Contractor from its obligations to complete the Work, or from any other duties, obligations or responsibilities under this Contract or under Applicable Law.
- 11.7 The Contractor and the Owner agree that the amounts fixed as Liquidated Damages are reasonable, considering the damages that the Owner would sustain in the event of the Contractor's failure to adhere to the Contractual Delivery Date.
- 11.8 The Contractor agrees that the Liquidated Damages is over and above any right which Owner has to risk purchase under Clause 12.5 of General Terms & Conditions of Works Contract and any right to get the defects in the work rectified at the cost of the Contractor.

## 12. TERMINATION OF CONTRACT

- 12.1 The Owner may terminate the Contract at any stage of the work for reasons to be recorded in the letter of termination.

- 12.2 The Owner inter alia may terminate the Contract for any or all of the following reasons::
- a) The Contractor has abandoned the work/Contract.
  - b) The Contractor has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.
  - c) The Contractor has failed to remove materials from the Site or to pull down and replace the work within 15 days after receiving from the Engineer-in-Charge/Site-in-Charge/Owner written notice that the said materials or work were condemned and/or rejected by the Engineer-in-Charge/Site-in-Charge/Owner under specified conditions.
  - d) The Contractor has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contractor.
  - e) The Contractor has to the detriment of good workmanship or in defiance of the Engineer-in-Charge/Site-in-Charge/Owner's instructions to the contrary sub-let any part of the Contract.
  - f) The Contractor has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.
  - g) The Contractor has stopped attending to work without any prior notice and prior permission for a period of 15 days.
  - h) The Contractor has become untraceable.
  - i) The Contractor has without authority acted in violation of the terms and conditions of this Contract and has committed breach of terms of the Contract in best judgement of the owner.
  - j) The Contractor has been declared insolvent/bankrupt.
  - k) In the event of sudden death/winding up/dissolution of the Contractor.
  - l) The Contractor procured the contract based on some fake or false credentials/ documents or fraudulently, howsoever.
  - m) The Contractor becomes mentally unsound or is convicted of any offence (applicable to Sole Proprietorship or Partnership).
- 12.3 For termination of Contract under Clauses 11.2 (a) to (g) (both inclusive) and (i), the Owner may provide an opportunity to the Contractor to rectify the defaults through a written notice to which the Contractor shall be obliged to respond within 7 days from the date thereof.
- 12.4 The Owner on termination of such Contract shall have the right to appropriate the Security Deposit, Retention Money and invoke the Bank Guarantee furnished by the Contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.
- 12.5 In case of Termination of the Contract, Owner shall have the right to carry out the unexecuted portion of the Work either by themselves or through any other contractor(s) at the risk and cost of the Contractor. In view of paucity of time, Owner shall have the right to place such unexecuted portion of the work on any nominated contractor(s). However, the liability of the Contractor on account of such risk purchase shall be restricted to 100% of the total contract value.
- 12.6 The Contractor within or at the time fixed by the Owner shall depute its authorized representative for taking joint final measurements of the works executed thus far and submit the final bill for the work as per joint final measurement within 15 days of the

date of joint final measurement. If the Contractor fails to depute their representative for joint measurement, the Owner shall take the measurement with their Engineer-in-Charge/Site-in-Charge or any other outside representatives. Such a measurement shall not be questioned by the Contractor and no dispute shall be raised by the Contractor on the same.

- 12.6 The Owner may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, power operated tools and steel, cement and other materials of the Contract at the site or around the site and use or employ the same for completion of the work or employ any other contractor or other person or persons to complete the works. The Contractor shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter the Engineer-in-Charge/Site-in-Charge/Owner shall give a notice in writing to the Contractor to remove surplus materials and plant, if any, and belonging to the Contractor except as provided elsewhere in the Contract and should the Contractor fail to do so within a period of 15 days after receipt thereof the Owner may sell the same by public auction and shall give credit to the Contractor for the amount realised. The Owner shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Owner for the value of the plant and materials so taken possession and the expense or loss which the Owner shall have been put to in procuring the works, to be so completed, and the amount if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Owner to the Contractor or by the Contractor to the Owner, as the case may, and the Certificate of the Owner shall be final and conclusive between the parties.
- 12.7 When the Contract is terminated by the Owner for all or any of the reasons mentioned above the Contractor shall not have any right to claim compensation on account of such termination.

### 13. FORCE MAJEURE

13.1 "Force Majeure" shall mean any of the following events or circumstances or combination of the following events or circumstances, which are beyond the reasonable control of the affected Party, which could not have been prevented by the exercise of reasonable skill and care and which or any consequences of which, have a direct, material and adverse effect upon the performance by the affected Party of its relevant obligations under this Contract, as under (each a "Force Majeure Event"):

- (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, pandemics, 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.

- 13.2 The amount of time, if any, lost on any of these counts shall not be counted for the Contract period. The considered decision of the Owner arrived at after consultation with the Contractor, shall be final and binding. Such a determined period of time be extended by the Owner to enable the Contractor to complete the Work within such extended period of time.

#### 13.3 Notification of Force Majeure

- a) Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of a Force Majeure event giving full particulars of the Force Majeure Event and the reasons for the Force Majeure Event preventing the Contractor from, or delaying the Contract in performing its obligations under the Contract.
- b) The Owner shall have the right to provide written notice of the occurrence of any Force Majeure Event.
- c) The Owner shall be entitled to determine which portions of the work are affected by the Force Majeure Event. The Contractor shall be obliged to take steps to mitigate the effects of the Force Majeure Event on the schedule of the works or the execution of the Work.
- d) During the existence and/or continuation of a determined Force Majeure Event, the obligation of the parties under the Contract shall remain suspended. Time extension shall be worked out in such cases. Neither party shall be entitled to any other claims

#### 13.4 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 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.

#### 13.5 Payment due to Force Majeure

- a) The Contract Price attributable to the Works performed as at the date of the commencement of the relevant Force Majeure Event shall be payable to the Contractor, subject to the other rights of the Owner and provisions of the Contract.
- b) Irrespective of whether arising during suspension under this Clause or due to termination of Contract under this Clause, the Contractor has no entitlement and Owner has no liability for:
  - i. any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
  - ii. any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

### 13. DISPUTE RESOLUTION

#### (A) Discussions and Resolution

a) The parties shall attempt to resolve all dispute and difference arising out of or relating to this Contract through negotiations in good faith. If any dispute or difference remains unresolved, then all such unresolved disputes or differences shall be referred to the Executive Director/SBU Head of HPCL of the concerned department and the Director/ Owner / authorized Senior Official of the Contractor for an amicable solution.

If any dispute or difference remains unsettled within sixty (60) days from the date on which either Party has served a written notice on the other Party making claims and for discussions, then the provisions of Part B (i.e. Conciliation) of this Clause shall apply.

#### (B) Conciliation

- a) All disputes and differences covered under the Conciliation Rules, 2019 arising out of or relating to this Contract including its performance or interpretation, shall be fully and finally settled through Conciliation as per the Conciliation Rules, 2019 of HPCL, as amended from time to time.
- b) The Conciliation Rules, 2019 of HPCL are available in the website of HPCL and will be deemed to be incorporated into the Contract by reference. The said Rules shall be binding upon the Parties.
- c) The language of the conciliation shall be English.
- d) The governing law for conciliation shall be that of India.
- e) In case the Conciliation fails, or if there are any disputes or differences which are not covered under Conciliation Rules, 2019, then the parties shall be free to take appropriate legal remedies for adjudication of their disputes.
- f) The Courts having jurisdiction over the place where the Contract was performed, except for enforcement of decree/judgment, shall be the court having jurisdiction to adjudicate the disputes between the parties.

#### 14. GENERAL

- 14.1. Materials required for the works whether brought by the Contractor or supplied by the Owner shall be stored by the Contractor only at places approved by Engineer-in-Charge/Site-in-Charge. Storage and safe custody of the material shall be the responsibility of the Contractor.
- 14.2. Owner and/or Engineer-in-Charge/Site-in-Charge connected with the Contract, shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or at other place(s) manufactured or at any places where these are laying or from which these are being obtained and the Contractor shall give facilities as may be required for such inspection and examination.
- 14.3. In case of any class of work for which there is no such specification supplied by the Owner as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications



do not cover the same the work should be carried out as per standard Engineering practice subject to the approval of the Engineer-in-Charge/Site-in-Charge.

- 14.4. Should the work be suspended by reason of rain, strike, lockouts or other cause the Contractor shall take all precautions necessary for the protection of the work and at its own expense shall make good any damages arising from any of these causes.
- 14.5. The Contractor shall cover up and protect from injury from any cause all new work also for supplying all temporary doors, protection to windows and any other requisite protection for the whole of the works executed whether by himself or special tradesmen or sub-contractors and any damage caused must be made good by the Contractors at his own expense.
- 14.6. If the Contractor has quoted the items under the deemed exports, then it will be the responsibility of the Contractor to get all the benefits under deemed exports from the Government. The Owner's responsibility shall only be limited to the issuance of required certificates. The quotation will be unconditional and phrases like "subject to availability of deemed exports benefit" etc. will not find place in it.
15. Integrity Pact: Effective 1<sup>st</sup> September, 2007, all tenders and contracts shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders or contracts is `Rs. 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.
16. The Parties agree that the Owner shall have the right of set-off and recover any payments due to the Owner from the Contractor in relation to the Contract, against any payments are due or may become due from the Owner to the Contractor under the Contract or any other contracts.
17. Governing Law and Jurisdiction : This Contract shall be construed and interpreted in accordance with and governed by the laws of India, and the courts having jurisdiction over the place where the Contract and Work was performed or was agreed to be performed shall have exclusive jurisdiction over matters arising out of or relating to this Contract.
18. No Liability of the Government Of India : It is expressly understood and agreed by and between the Tenderer and the Owner, that the Owner is entering into this Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this Contract and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Owner is an independent legal entity with power and authority to enter into contracts solely in its own behalf under the applicable laws of India and general principles of law of contracts. The Tenderer expressly agrees, acknowledges and understands that the Owner is not an agent, representative or delegate of the Government of India. It is further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, the Tenderer hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of the contract. The Tenderer further covenants not to sue the Government of India as to any manner, claim, cause of action or thing whatsoever arising of or under this Contract.

19. Survival: Notwithstanding the termination or suspension of this Contract for any reason and notwithstanding anything to the contrary in this Contract, the rights and obligations of the Parties under the Contract that by their nature survive the termination or suspension that are specified to survive and shall not be extinguished by termination or suspension of this Contract, including the provisions of Clause 4 (Deposits), Clause 5.18 (Defect Liability Period), Clause 5.20 (Limitation of Liability), Clause 10 (Contractor to Indemnify the Owner), Clause 12 (Termination), Clause 13 (Dispute Resolution), Clause 17 (Governing Law and Jurisdiction) and Clause 18 (No Liability of the Government of India) which shall continue to survive any termination or suspension of the Contract and be binding on the Parties.
20. Grievances of parties participating or intend to participate in the tender shall be addressed in writing to the officer designate of the Grievance Redressal Cell where the tenders have to be submitted within the stipulated period. Detailed mechanism of Grievance Redressal is available on the HPCL website.
21. 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/ HPRGEL.

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

### ☐ LIST OF APPLICABLE LABOUR LEGISLATIONS:

The Contractor shall ensure compliance (including documentation, maintenance of registers and submission of returns/reports, etc.) of all applicable labour laws/Acts, Rules and Regulations framed thereunder and their re-enactments/amendments/modifications including but not limited to following as per their applicability:

- i. The Employee's Compensation Act, 1923 ii. The Payment of Wages Act, 1936 iii. The Minimum Wages Act, 1948 and Rules iv. The Factories Act, 1948 and Applicable State Factories Rules v. The Employees' State Insurance Act, 1948 vi. The Employees' Provident Funds & Miscellaneous Provisions Act, 1952 vii. The Maternity Benefit Act, 1961 viii. The Payment of Bonus Act, 1965 and Rules
- ix. The Contract Labour (Regulation & Abolition) Act, 1970 and The Contract Labour (Regulation & Abolition) Central Rules, 1971
- x. The Equal Remuneration Act, 1976
- xi. The Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979 xii. The Child and Adolescent Labour (Prohibition and Regulation) Act, 1986 xiii. The Building & Other Construction Workers Act, 1996
- xiv. The Sexual Harassment of Women at Workplace (Prevention, Prohibition & Redressal) Act, 2013 xv. The Ease of Compliance to Maintain Registers under various Labour Law Rules, 2017 xvi. The Rationalisation of Forms and Reports under Certain Labour Law Rules, 2017 xvii. The Labour Welfare Fund Act (of respective State, if applicable) xviii. The Shops and Establishments Act (of respective State, if applicable)
- xix. National Holidays Act (of respective State, if applicable)

NOTE: The Government has formulated and published in the Official Gazette following four Labour Codes subsuming 29 Labour Laws, namely,

- i. The Code on Wages, 2019 ii. The Occupational Safety, Health and Working Conditions Code, 2020 iii. The Code on Social Security, 2020
- iv. The Industrial Relations Code, 2020

As a step towards implementation of the four Labour Codes, the Central and a number of State Governments have pre-published the draft Rules, inviting comments of all stakeholders.

If above referred codes are enforced during the period of contract, Contractor shall be liable to ensure the compliance with above referred Labour Codes and applicable Rules framed thereunder in letter and spirit.

### ☐ STATUTORY COMPLIANCE:

Contractors shall strictly abide by and ensure compliance with the following:

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

A) The Contract Labour (Regulation & Abolition) Act, 1970 and The Contract Labour (Regulation & Abolition) Central Rules, 1971

- i. License / Renewal of License
  - a. The Contractor who proposes to deploy 20 or more contract labour on any day shall be issued “Form-III-Form of Certificate by Principal Employer” by HPRGEL as provided under Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017 prior to such deployment.
  - b. In such cases, the Contractor shall apply with Licensing Officer (Central) in “Form II-Application for License / Renewal of License” and arrange to obtain a valid “License in Form VI” under the provisions of The Contract Labour (Regulation & Abolition) Act, 1970 and The Contract Labour (Regulation & Abolition) Central Rules, 1971, prior to deploying contract labour at HPRGEL Location.
  - c. The Contractor shall apply to the Licensing Officer in “Form II-Application for License / Renewal of License” for renewal of the licence in less than thirty days before the date on which the Licence expires as per Rule 29 of The Contract Labour (Regulation & Abolition) Central Rules, 1971.
  - d. Contractor to whom the Act applies, shall not execute / undertake any work through contract labour except with a valid License issued by Licensing Officer. A copy of such License / Renewal of License / Amendment of License so obtained by the Contractor shall be submitted with HPRGEL prior to deployment of contract labour.
  - e. The number of contract labour employed by the Contractor in the establishment shall not, on any day, exceed the maximum number specified in the License.
  - f. The Contractor shall prominently display a copy of License at the premises where the contract work is being carried on.
  - g. The Contractor shall at all times comply with the conditions of License granted by Licensing Officer. In the event of any breach of conditions License Contractor shall be solely responsible.

- ii. Employment Card
 

The Contractor shall issue to each of his contract labour within three days of the employment of the contract labour, an “Employment Card in Form XII” in triplicate as provided under Rationalisation of Forms and Reports under Certain Labour Laws Rules, 2017 and as per Rule 76 of the Contract Labour (Regulation & Abolition) Central Rules, 1971.

The Contractor shall ensure that the original copy of Employment Card with duly affixed seal and signature of the Employer i.e., the Contractor, is handed over to respective contract labour, and the original acknowledged hard-copy of the Employment Card is submitted with HPRGEL.

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

The Contactor shall be at liberty to issue and produce acknowledged copy of Appointment Letter, if he so desires in addition to issuance of Employment Card.

iii. Appointment Letter

Contractor shall produce Appointment Letter in respect of workmen who does not fall within the definition of “workman” as given under Section 2(1)(i) of the Contract Labour (Regulation & Abolition) Act, 1970 i.e., not employed by contractor in or in connection with the work awarded by HPRGEL, provided that his hours of work, wages, allowances and other benefits shall not be less than what is provided under applicable statutes and rules framed thereunder.

iv. Combined Registers

The Contractor shall maintain combined registers as prescribed under Ease of Compliance to Maintain Registers under various Labour Law Rules 2017 towards compliance under following Acts / Rules framed thereunder:

- (i) Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996;
- (ii) Contract Labour (Regulation and Abolition) Act, 1970;
- (iii) Equal Remuneration Act, 1976;
- (iv) Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979;
- (v) Minimum Wages Act, 1948;
- (vi) Payment of Wages Act, 1936;

The Contractor shall keep below mentioned registers complete and up-to-date at HPRGEL’s establishment or the nearest convenient building within the precincts of the HPRGEL’s establishment or at a place within a radius of three kilometres of such HPRGEL’s establishment.

- a. “Employee Register in Form A” as provided under Ease of Compliance to Maintain Registers under various Labour Law Rules 2017.
- b. “Wage Register in Form B” as provided under Ease of Compliance to Maintain Registers under various Labour Law Rules 2017.

The Contractor shall be responsible for payment of wages to each worker employed by him as contract labour and as such wages shall be paid before the expiry of 7<sup>th</sup> day of following wage month.

In case the Contractor fails to make payment of wages within the prescribed period or makes short payment, then the Principal Employer / HPRGEL shall be at liberty to invoke Section 21(4) of The Contract Labour (Regulation & Abolition) Act, 1970 and further action including termination may be taken as per terms and condition of the contract.

The authorised representative of the Principal Employer upon verification of entries in Attendance Register vis a vis Wage Register vis a vis Bank Statement reflecting credit in Bank Account of respective contract labour,

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

shall record under his signature a certificate at the end of the entries in the Wage Register, in the following form as per Rule 73 of The Contract Labour (Regulation & Abolition) Central Rules, 1971:

“Certified that the amount shown in column No. ... has been paid to the workman concerned in my presence on ..... at ”

- c. “Register of Loan/Recoveries in Form C” as provided under Ease of Compliance to Maintain Registers under various Labour Law Rules 2017.

Where no deduction or fine has been imposed during any wage period, a ‘nil’ entry shall be made across the body of the register at the end of the wage period indicating also in precise terms the wage period to which the ‘nil’ entry relates, in Form C Register of Loan/Recoveries.

- d. “Attendance Register in Form D” as provided under Ease of Compliance to Maintain Registers under various Labour Law Rules 2017.

The Contractor shall arrange to update the correct and exact In/Out time in the “Attendance Register in Form D” on real-time basis, i.e., as and when the Manpower arrives at an establishment/Factory of HPRGEL or leaves it.

In case contract labour is not present the following abbreviations to be entered:  
R for Rest / L for Paid Leave / A for absent / O for Weekly Off / C for Establishment Closed.

All the registers and other records shall be preserved by Contractor in original for a period of three calendar years from the date of last entry therein.

The combined registers shall be in the Forms specified hereinabove and shall be maintained either electronically or otherwise. Where any register referred above is maintained in electronic form, then, layout and presentation of the register may be adjusted without changing the integrity, serial number and contents of the columns of the register, but not otherwise.

It is clarified that the Contractor shall maintain compliance records in prescribed formats, either in bound book or electronic form but shall not maintain records maintain in draft versions such as in excel, word, etc. or loose sheets.

- v. **Wage Slip**  
The Contractor shall issue “Wage Slip in Form XIX” as per Rule 78(1)(b) of the Contract Labour (R&A) Central Rules, 1971 under his Seal and Signature, at least a day prior to the disbursement of wage to each of his Contract Labour and shall submit the duly acknowledged copy of Wage Slip in original to HPRGEL.
- vi. **Service Certificate**  
On termination of employment for any reason whatsoever the contractor shall issue to the workman whose services have been terminated a “Service Certificate

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

in Form XV” under his Seal and Signature. Contractor shall submit original acknowledged hard-copy of such Service Certificate with HPRGEL.

vii. **Inspection**

All the registers, records and notices maintained under The Contract Labour (Regulation & Abolition) Act, 1970 and The Contract Labour (Regulation & Abolition) Central Rules, 1971 shall be produced by the Contractor on demand before HPRGEL Officers or the Inspector or any statutory authority under the Act or any person authorised in that behalf by the Central Government.

**B) The Factories Act, 1948 and State Factories Rules (Applicable for Factories)**

i. **Pre-Employment & Periodical Medical Examination**

Contractor shall ensure that every worker employed in a factory being hazardous process are medically examined, by a qualified medical practitioner viz., Factory Medical Officer or Certifying Surgeon, in the following manner, namely: -

- (a) once before employment to ascertain physical fitness of the person to do the particular job,
- (b) once at intervals as prescribed under applicable State Factories Rules but not exceeding twelve months, to ascertain the health status of all the workers in respect of occupational health hazards to which they are exposed, and in cases where in the opinion of the Factory Medical Officer it is necessary to do so at a shorter interval in respect of any worker,
- (c) the details of pre-employment and periodical medical examinations carried out as aforesaid shall be recorded in the “Health Register” in Form as prescribed under applicable State Factories Rules.
- (d) The Contractor shall ensure examination of eye-sight of workers who have to work on crane, locomotive, dumper, lorry, tractor, and fork-lift truck, etc by a qualified ophthalmologist to work whether with or without the use of corrective glasses.

No person shall be employed for the first time without a Certificate of Fitness in “Form” granted by the Factory Medical Officer. The Contractor shall not deploy any worker who is not medically fit or found unfit for any particular jobs.

The fees for such Pre-employment and Periodical Medical Examination shall be borne by the Contractor. The Contractor shall submit copy of health records with Occupier / Manager of Factory. The Contractor shall retain photocopy of health records for a period of three years from last entry therein and shall make the same accessible for inspection by HPRGEL Officer, Inspector, Central / State Government on demand.

ii. **Annual Leave with Wages**

Contractor shall pay to his worker Annual Leave with Wages as per Section of 79 of Factories Act, 1948 at the rate of one day for every twenty days of work i.e., at

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the rate of 4.80% of gross wages in lieu of Annual Leave with Wages towards work performed by him during the calendar year.

However, if any of the contract labour leaves the services of contractor prior to completion of calendar year then contractor shall make pro-rated payment in lieu of leave with wages to the said contract labour along with last drawn wages.

- iii. **Leave with Wages Register**  
Contractor shall maintain "Leave with Wages Register" in the Form as prescribed under applicable State Factories Rules.

The Leave with Wages Register shall be preserved by Contractor for a period of three years after the last entry in it and shall be produced before HPRGEL Officers, Inspectors, Statutory Authorities, etc. on demand.

- iv. **Working Hours**  
Contractor shall ordinarily not require any worker to work in a factory for more than nine hours in any day and for more than forty-eight hours in any week.

The period of work inclusive of intervals for rest shall not spread over more than ten and half hours in any day.

- v. **Weekly Holiday**  
Contractor shall provide weekly holiday to workers deployed to work in a factory.

In the event any worker is required to work on weekly holiday then contractor shall provide him a holiday for a whole day on one of the three days immediately before or after the said day.

Where a worker works on said day and has had a holiday on one of the three days immediately preceding it, then said day shall, for the purpose of calculating his weekly hours of work, be included in the preceding week.

Provided that no worker shall be allowed to work for more than ten days consecutively without a holiday for a whole day.

- vi. **Overtime**  
Where owing to absenteeism or shortage of manpower, Contractor requires worker to work in a factory for more than nine hours in any day or for more than forty-eight hours in any week, he shall, in respect to overtime work, pay to the worker wages at the rate of twice his ordinary rate of wages.

It is clarified that if the contractor fails to maintain the minimum number of workers as required under contract awarded to him, due to absenteeism / leave etc. of any of his workmen and in case, he asks the worker engaged in previous shift(s) to continue in next shift(s), the cost towards the Overtime, so to be paid to the said worker, shall be borne by the contractor.



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However, in case, as per the exigencies of the work, if HPRGEL expressly advises the contractor to continue the work beyond normal working hours, the said cost to be incurred by the contractor towards payment of Overtime to his workmen, will be reimbursed by HPRGEL to the contractor on actual basis subject to production of proof of payment thereof.

- vii. **Permissible Hours of Overtime**  
Notwithstanding above terms, Contractor shall ensure that at all times the total number of hours of a worker in a day / week / quarter as the case may be, including overtime shall not exceed prescribed limits of work under applicable State Factories Rules.
- viii. **Restriction on employment of Women**  
Contractor shall not deploy a woman to work in factory except between the hours of 6 AM and 7 PM.

Provided that women may be required or allowed to work even between the hours of 7 PM and 6 AM in factories where adequate safety and security measures or safeguards as prescribed under State Factories Rules are provided.

- ix. **Safety**  
Contractor shall ensure that its workers follow safety precautions, Standard Operating Procedure (SOP) inclusive of wearing Personal Protective Equipment's (PPEs), Protective Clothing, etc. at all times while working inside a factory.

Contractor shall ensure that its workers attend regular trainings imparted for workers' health and safety at work and follow information, instruction, training and supervision as are necessary to ensure the health and safety of all workers at work.

Contractor shall ensure that no worker is required or allowed to work in factory without adequate protective wear such as suitable Safety Headgear, Protective Clothing, Clean Boiler Suit, Safety Goggles, Safety Shoes, Ear Muffs, Hand Gloves, as may be applicable according to the nature of work and as per HPRGEL's Standard Operating Procedure (SOP).

- x. **Prohibition relating to smoking etc.**  
Contractor shall ensure that no worker shall smoke or carry matches, fire or naked light or other means of producing a naked light or spark in factory or in the vicinity thereof.

In the event of any incident / mishap occurs due to fault, negligence, neglect, etc. of any worker, the Contractor shall be responsible for loss(es), if any.

- xi. **Intimations**  
The contractor/supervisor shall immediately intimate the Occupier/ Manager / Location in Charge / Shift Officer as the case may be in the event any accident /

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

dangerous occurrence, etc. at the location so that appropriate steps may be taken to ensure timely medical treatment to injured worker(s) and onward intimation to the statutory authorities.

xii. **Inspection**

All the registers, records and notices maintained under The Factories Act, 1948 and applicable State Factories Rules, 1971 shall be produced by the Contractor on demand before HPRGEL Officers or the Inspector or any statutory authority under the Act or any person authorised in that behalf by the Central / State Government.

C) The Employees' State Insurance Act, 1948

i. **Establishment Registration and Employee Enrolment**

The Employees' State Insurance Act, 1948 is applicable to establishments and factories situated in ESI Notified Area and thus the Contractor shall ensure compliance with the provisions of this Act and Schemes framed thereunder irrespective of number of employees deployed by the contractor at HPRGEL's establishment / factory so as to ensure coverage of its employees drawing wages as defined under Section 2(22) of Act, 1948 not exceeding Rs. 21,000/- per month.

Contractor shall obtain registration under ESIC having 17-digit unique identification number and shall ensure Employee Enrolment and Insured Person Mapping either with previously allotted ESI Number or registration as new employee including UAN Seeding, Aadhar Seeding, generation of e-Pehchan card, etc.

Registration of Insured Person is the process of obtaining and recording information about the entry of an employee into 'insurable employment', for the purpose of his identification under the Act. The Contractor before taking into employment shall register the insurable employee on-line. The Contractor shall generate Temporary Identification Certificate (TIC). The TIC is valid only for 30 days. If Aadhar number is seeded in TIC, it will become e-pehchan (Permanent Identification Certificate).

In the event Act, 1948 is applicable i.e., establishment / factory is situated in ESI Notified Area and Contract Labour is drawing monthly wages not exceeding Rs. 21,000/-, Contractor shall not deploy contract labour except upon his enrolment as Insured Person with Contractors Establishment ID under ESIC.

ii. **Wage Ceiling Limit**

The wage ceiling limit prescribed for coverage of an employee is Rs. 21,000/- per month w.e.f. 01/01/2017. However, wage ceiling limit for Physically Disabled Persons is Rs. 25,000/- per month.

The above wage ceiling limit is subject to revision as may be notified by central government from time to time.

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### iii. Contribution Rate & Timeline

Contractor shall contribute employers' share at the rate of 3.25% in respect of every employee and deduct employees' contribution at the rate of 0.75% from gross monthly wages and shall pay these contributions at the above specified rates to the ESI Corporation on or before 15<sup>th</sup> of the following wage month.

The above rate of contribution is subject to revision as may be notified by central government from time to time.

### iv. Contribution to be calculated on

Contractor shall take into account following wage components paid at an interval not exceeding two months for computation of wages for payment of contribution:

- a) Basic Pay/Wages/Salary;
- b) Dearness Allowance/ House Rent Allowance;
- c) Overtime Wages (but not to be taken into account for determining the coverage);
- d) Wages/ salary/ pay for weekly off and public holidays;
- e) Commission paid to sales staff;
- f) Any other remuneration paid or payable in cash to an employee if the terms of contract of employment, expressed or implied were fulfilled; etc.

It may be noted that the above are only indicative. Contractor is advised to be guided by Section 2(22) of Employees' State Insurance Act, 1948 for more clarity.

### v. Contribution Period and Benefit Period

There are two contribution periods each of six months duration and two corresponding benefit periods also of six months duration as under.

Contribution period commencing from 1<sup>st</sup> April to 30<sup>th</sup> Sept. has corresponding Cash Benefit period commencing from 1<sup>st</sup> Jan of the following year to 30<sup>th</sup> June and Contribution Period commencing from 1<sup>st</sup> Oct to 31<sup>st</sup> March of the year following has corresponding Cash Benefit Period commencing from 1<sup>st</sup> July to 31<sup>st</sup> December.

### vi. Revision of Wages during Contribution Period

In case the wages of an employee are increased (excluding remuneration for overtime work) from a retrospective date resulting in crossing the wage limit prescribed, its effect on coverage of that employee is only after expiry of the Contribution period during the currency of which such increase is announced or declared as per Rule 50 of the Employee's State Insurance (Central) Rules, 1950.

Contractor shall pay contribution on enhanced wages from the month in which such increase is announced. Contractor shall not pay contribution on the arrears for the period prior to the month of declaration/ announcement/ agreement.

### vii. Interest and Damages

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Non-payment or delayed payment of the Employee's contribution deducted from the wages of the employee amounts to 'Breach of trust' and is punishable under IPC 406, 409 and also an offence u/s 85 of ESI Act.

In the event of default/delay inclusive of short payment, non-payment, etc. the Contractor shall pay simple Interest under Regulation 31-A and Damages under Regulation 31-C both as provided under The Employees' State Insurance (General) Regulations, 1950 and shall produce proof of Payments towards Regulations 31-A and 31-C basis which the bills of following month will be released by HPRGEL. It may be noted that the payment towards Regulations 31-A and 31-C incurred by Contractor shall not be subject to reimbursement by HPRGEL under any circumstance whatsoever.

For delayed remittances, at present simple interest is payable at the rate of 12% per annum or at such higher rate as may be specified from time to time. Further, damages in addition to the interest is presently levied at the following rates which is subject to revision from time to time:

- i. Less than 2 months – 5% per Annum
- ii. Two Months to Four Months Delay – 10% per Annum
- iii. Four Months to Six Months Delay – 15% per Annum
- iv. Six Months and above – 25% per Annum

### D) The Employee's Compensation Act, 1923

#### i. Coverage

If establishment / factory is situated in area not notified by ESI and / or if the contract labour deployed by contractors is drawing wages exceeding prescribed wage ceiling limit under Employees' State Insurance Act, 1948 which is at present Rs. 21,000/- per month, in such event the Contractor shall cover its employees under the provisions of Employees' Compensation Act, 1923 for the entire duration of contract including revision / renewal, if any.

The above wage ceiling limit under The Employees' State Insurance Act, 1948 is subject to revision as may be notified by central government from time to time.

Provided that in the event an employee crosses the prescribed ceiling limit in any month at any time after commencement of the contribution period commencing from i.e., 1st April to 30th Sept. or 1<sup>st</sup> Oct to 31<sup>st</sup> March of the following year under ESI Act, the Contractor shall obtain an insurance policy under Employee's Compensation Act, 1923 subsequent to the end of the contribution period. In such event, it may be noted that the Contractor shall not be entitled to claim reimbursement of ESI Employers' Contribution upon completion of contribution period.

#### ii. Policy under Employee's Compensation Act, 1923

Contractor shall at his costs obtain an Insurance Policy under Employee's Compensation Act, 1923 covering its employees either in name or by no. of lives

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secured and renew or amend the same as the case may be from time to time during the currency of contract. The policy shall be kept alive at all times during the periodicity of the contract.

The Contractor shall not deploy its employees at the establishment / factory of HPRGEL without having obtained a valid insurance policy under the Employee's Compensation Act, 1923 wherever applicable.

The abovementioned policy obtained by the Contractor shall necessarily include the following details:

- a. Name of the HPRGEL Factory/Establishment
- b. Number of lives / Names of insured categorized as per their skill category
- c. Wages earned by each category of employees of the Contractor
- d. Title of Policy should specifically refer as Policy under Employee's Compensation Act, 1923
- e. Periodicity / Validity Period of the Policy

A copy of above referred policy, its amendment or renewal, as the case may be, shall be submitted by the Contractor with HPRGEL, prior to commencement of job or as and when due. It is hereby clarified that the cost of Premium towards obtainment of such Policy shall not be subject to reimbursement by HPRGEL.

### E) The Employees' Provident Funds & Miscellaneous Provisions Act, 1952

#### i. Establishment and Member Registration

The Employees' Provident Funds and Miscellaneous Provisions Act, 1952 is applicable to establishments and factories employing 20 or more persons and thus the Contractor shall ensure compliance with the provisions of this Act and Schemes framed thereunder irrespective of number of employees deployed by the contractor at HPRGEL's establishment / factory.

Further, this is clarified that above referred establishment or factory shall include all departments and branches, whether situated in same place or different places and shall be treated as parts of the same establishment as per Section 2A of The Employees' Provident Funds and Miscellaneous Provisions Act, 1952. Thus, for the requirement of 20 or more persons, HPRGEL shall be considered as one establishment or factory.

Contractor shall obtain registration under EPFO and shall ensure Member Registration including its generation of Universal Account Number (UAN) for new employee or linking of pre-existing UAN for already covered employee, approval, completion, etc. and digital approval of KYC as mandated by EPFO from time to time.

#### ii. Contribution and Timeline

The Contractor shall deduct 12% employees' contribution towards Employees' Provident Fund (A/c 1) and shall contribute 13% towards Employer's

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Contribution under Employees' Provident Fund (A/c 1), Employees' Pension Scheme (A/c 10), Employees' Deposit Linked Insurance Scheme (A/c 21) and Admin Expenses (A/c 2).

The Employees' 12% contribution towards Employees' Provident Fund (A/c 1) and Employer's 12% contribution towards Employees' Provident Fund (A/c 1) and / or Employees' Pension Scheme (A/c 10) shall be on actual of Basic Wages, Dearness Allowance and Retaining Allowance, if any as per Section 2(b) and Section 6 of Act, 1952 irrespective of monthly ceiling of limit of Rs. 15,000/-.

The Employer's 0.5% Contribution towards Employees' Deposit Linked Insurance Scheme (A/c 21) shall be on actual on Basic Wages, Dearness Allowance and Retaining Allowance, if any or Rs. 15,000/- whichever is lesser. Under no circumstances Employer's Contribution towards Employees' Deposit Linked Insurance Scheme (A/c 21) shall exceed Rs. 75/- per month.

The Employer's 0.5% Contribution towards Admin Expenses (A/c 2) shall be on actual on Basic Wages, Dearness Allowance and Retaining Allowance, if any irrespective of monthly ceiling of limit of Rs. 15,000/-.

The above referred rate of contributions is subject to revision as may be notified from time to time.

The Contractor shall pay Employer's and Employees' Contribution on or before 15<sup>th</sup> day of following month through his Establishment Code registered with EPFO. iii. Interest and Damages

In the event of default/delay inclusive of short payment, non-payment, etc. the Contractor shall pay Interest under Section 7Q and Damages under Section 14B of Act, 1952 and shall produce proof of Payments towards Sections 7Q and 14 B basis which the bills of following month will be released by HPRGEL. It may be noted that the payment towards Sections 7Q and 14 B incurred by Contractor shall not be subject to reimbursement by HPRGEL under any circumstance whatsoever.

For delayed remittances, contractor shall be required to pay simple interest, which is presently levied at the rate of (12%) twelve percent per annum or at such higher rate as may be specified from time to time. Further, contractor shall also be required to pay damages in addition to the simple interest, which is presently levied at the rate of (12%) twelve percent per annum or (1%) one per cent per month of the arrear of contribution or part thereof.

### F) The Minimum Wages Act, 1948

#### i. Schedule of Employment

The Contractor shall ensure payment of minimum rates of wages as per classification of cities and classification of workers in different categories to the Manpower deployed by him as declared by Central Government or State

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Government whichever is higher in line with Explanation (g) under Part-II of Notification dated 19/01/2017 for the scheduled employment of “Construction or Maintenance of Roads or Runways or in Building Operations including laying down Underground Electric, Wireless, Radio, Television, Telephone, Telegraph and Overseas Communication Cables and similar other underground Cabling Work, Electric Lines, Water Supply Lines and Sewerage Pipe Lines”.

ii. **Payment of Minimum Rates of Wages**

The Contractor shall pay minimum rates of wages to its employees for actual number of days worked irrespective of variation in working days in a week or month.

This is to clarify that the minimum rates of wages include the wages for weekly day of rest and thus no extra payment of wages will be applicable towards weekly day of rest.

iii. **Classification of Workers and Cities**

The classification of workers under different categories will be same as in Part-I of the Notification, whereas classification of cities will be same as in the Part-II of the Notification dated 19/01/2017. The above Notification and classification therein are subject to revision from time to time.

iv. **Revision of Minimum Rates of Wages**

The Contractor shall be required to pay the differential of proportionate increase due to revision in the minimum rates of wages as notified by the Central or State Government, whichever is higher from time to time during the period of contract. Further, while quoting their rates, the bidder should also take into consideration the increase in Minimum Wages for their workmen during the currency of the contract period as the same shall have to be borne by contractor and no separate reimbursement towards increase in Minimum Wages and consequential increase in EPF, ESI and Bonus etc. would be made by HPRGEL.

For reference, effective dd/mm/yyyy to dd/mm/yyyy, following minimum rates of wages are applicable for \_\_\_\_ City which is an “\_” Class city:

Category	Rates of Wages including V.D.A. per day (in Rupees)
Unskilled	
Semi-Skilled	
Skilled	
Highly Skilled	

v. **Bifurcation of Wages**

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The Contractor shall ensure that the wages as notified by the Central Government or the State Government, as the case may be, are not bifurcated in any component/ allowance other than already specified by the notification.

- vi. Wages of Worker who work for less than normal working day  
If a Contract Labour whose minimum rates of wages are fixed by the day works on any day on which he was employed for a period less than requisite number of hours constituting a normal working day, shall be paid, wages in respect of work done by him on that day as if he had worked for a full normal working day.

Provided that he shall not be entitled to receive wages for a full normal working day-

- (a) In any case where his failure to work is caused by his unwillingness to work and not by the omission of the Contractor to provide him with work, and
- (b) In such other cases and circumstances as may be prescribed under the Act, 1948 and Rules framed thereunder.

### G) The Payment of Wages Act, 1936

- i. Wage Period  
The wage period of employees engaged by Contractor shall not exceed one month.
- ii. Time of Payment of Wages  
The Contractor shall pay wages to his employees on or before the expiry of 7 days after the last day of the wage period in respect of which wages are payable.
- iii. Mode of Payment  
The Contractor shall make payment of wages and advances to its employees by crediting the wages in bank account of concerned contract labour(s). The payment of wages including advances in current coin or currency notes or by cheque or online wallets shall not be acceptable.

In this regard, the contractor shall ensure that all of his manpower have a valid bank account in their name. It is to be noted that payment to the bank account of family member or relative, etc. shall not be acceptable.

- iv. Deductions from wages  
The Contractor shall not make deduction of any kind from the wages of its employees except those authorised by or under the Payment of Wages Act, 1936. Further, for deductions, fines, recovery of advances, etc. Contractor shall at all times be governed by Sections 7 to 13 of the Payment of Wages Act, 1936.

The Contractor shall ensure all the advance payment, deductions, fines levied, in a wage month, are properly recorded in the 'Register of Loan/Recoveries in Form C' as provided under the Ease of Compliance to Maintain Registers under various Labour Law Rules, 2017



## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

### H) The Payment of Bonus Act, 1965

#### i. Eligibility for Bonus

The bonus under Payment of Bonus Act, 1965 shall only be payable to employee drawing salary or wage not exceeding Rs. 21,000/- per month provided he has worked in the establishment or factory under the contract for not less than 30 working days in that accounting year.

If an employee employed by Contractor is drawing a salary or wage exceeding Rs. 21,000/- per month, he shall not be entitled to get bonus under The Payment of Bonus Act, 1965.

#### ii. Payment of Minimum Bonus

The Contractor shall pay minimum bonus to all his eligible employees drawing salary or wage not exceeding Rs. 21,000/- per month at the rate of 8.33% of minimum rates of wages or Rs. 7,000/-, whichever is higher.

a. If an employee employed by Contractor is drawing a salary or wage not exceeding Rs. 7,000/- per month, he shall be entitled to get bonus on Rs. 7,000/- per month.

b. If an employee employed by Contractor is drawing a salary or wage exceeding Rs. 7,000/- per month but not exceeding Rs. 21,000/- per month, he shall be entitled to get bonus on actual of minimum rates of wages being drawn by the employee.

#### iii. Calculation of Bonus

The bonus payable under The Payment of Bonus Act, 1965 shall be calculated on Salary or Wage which includes Basic Salary or Wage and Dearness Allowance but does not include other allowances, overtime salary or wage, house rent allowance, travelling concessions, bonus, employer's contribution towards provident fund, retrenchment compensation, gratuity or commission. For more clarity Contractor is advised to be guided by Section 2(21) of The Payment of Bonus Act, 1965.

#### iv. Mode of Payment of Bonus

The Contractor shall make payment of minimum bonus to its employees by crediting the same in bank account of employee. The payment of bonus in current coin or currency notes or by cheque or online wallet shall not be acceptable.

#### v. Time Limit for Payment of Bonus

The Contractor shall make payment of Bonus within a period of eight months from the close of Accounting Year or immediately upon completion of contract prior to release of final bill, whichever is earlier and submit documentary evidence to this effect to HPRGEL.

#### vi. Disqualification for Bonus

If an employee is dismissed from service by contractor for fraud; riotous or violent behaviours while on the premises of establishment; theft, misappropriation, or

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

sabotage of any property of the establishment; then such employee is disqualified from receiving bonus.

- vii. Register in Form C as per Rule 4(c)  
Contractor shall be required to maintain "Register in Form C" showing the details of amounts of bonus due to the each of his employees, the deduction under Section 17 and 18 and the amount actually disbursed in line with Rule 4(c) of The Payment of Bonus Rules, 1975.

It may be noted that "Register of Loan/Recoveries in Form C" as provided under Ease of Compliance to Maintain Registers under various Labour Law Rules 2017 is different from "Register in Form C" as provided under Rule 4(c) of The Payment of Bonus Rules, 1975.

- viii. Inspection  
During the inspection by the Inspector under the Act or on demand by HPRGEL, Contractor shall ensure production of Registers including Register in Form C, Proof of Payment in Bank Account of its employees, Annual Returns, etc. maintained in electronic form or otherwise.

- I) The Building and Other Construction Workers' (Regulation of Employment and Conditions of Service) Act, 1996 read with The Building and Other Construction Workers' Welfare Cess Act, 1996 & The Building and Other Construction Workers' Cess Rules, 1998

- i. Registration  
Contractor employing 10 or more building workers in building or other construction work, being the Employer shall register its Establishment with Registering Officer of the Central Government which is Appropriate Government under Section 2(1)(a)(i) of BoCW Act, 1996.

As per the current legal position, the moment the manufacturing process gets commenced in a factory, the provisions of the Factories Act become applicable and therefore, the provisions of BOCW Act would cease to operate in the said factory.

However, with evolving legal interpretation on the subject, the Contractor shall be bound by precedent and law laid down by competent court of jurisdiction from time to time, including deduction of cess at source.

- ii. Levy and Collection of Cess  
HPRGEL shall deduct at source in relation to building or other construction work, Cess at the rate of 1% of the cost of construction incurred by Contractor from the bills of Contractor as per Section 3(1) & 3(2) of BoCW Cess Act, 1996 read with Rule 3 & 4(3) of BoCW Cess Rules, 1998.

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

HPRGEL undertakes to deposit the proceeds of cess within 30 days of such deduction at source with the Board after deducting the actual cost of such collection as per Rule 5 of BoCW Cess Rules, 1998.

### J) Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979

It is recommended that the Contractor shall not ordinarily engage Inter-State Migrant workmen for the performance the jobs as given in Job Specification.

However, in case Contractor engages the Inter-State Migrant workmen, he shall be responsible for ensuring all the compliance as provided under the Inter-State Migrant Workmen (Regulation of Employment and Conditions of Service) Act, 1979, including the obtaining of license, payment of wages in line with the provisions of the said Act and applicable rules made thereunder.

However, HPRGEL shall not make additional payment to the Contractor towards any such facility / benefits or additional wages which would be required to be paid / ensured by the Contractor under the said Act / Rules.

#### i. Applicability

The Act is applicable to every Contractor who employs or who employed 5 or more inter-State migrant workmen i.e., a person recruited in one State for employment in another State (whether or not in addition to other workmen) on any day in preceding 12 months.

#### ii. License

The Contractor shall not recruit any person in a State for the purpose of employing him in any establishment, situated in another State, except under and in accordance with a License issued in that behalf by Licensing Officer i.e., License by the Licensing Officer appointed by Central Government who has jurisdiction in relation to the area wherein the recruitment is made;

Further, the Contractor shall not employ as a workman for execution of any work in any establishment in any State, persons from another State (whether or not in addition to other workmen), except under and in accordance with a License issued in that behalf by Licensing Officer i.e., License by the Licensing Officer appointed by Central Government who has jurisdiction in relation to the area wherein establishment is situated.

In order to obtain above-referred Licence(s), the Contractor shall obtain Form III from HPRGEL and thereafter shall submit copies of Licence(s) so obtained with HPRGEL. The Contractor shall renew or amend the license from time to time, as may be applicable.

#### iii. Duties and Obligations of Contractor

The Contractor shall at all times comply with duties and obligations as laid down in Chapter IV of Act, 1979 including but not limited to following:

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

### a. Displacement Allowance:

The Contractor shall pay to every inter-state migrant workman at the time of recruitment, as displacement allowance equal to 50% of the monthly wages payable to him or Rs. 75, whichever is higher.

The amount payable to workman as Displacement Allowance shall not be refundable and shall be in addition to the wages or other amount payable to him.

### b. Journey Allowance, etc.:

The Contractor shall pay to every inter-state migrant workman a journey allowance of a sum not less than the fare from the place of residence of the inter-state migrant workman in his State to the place of work in the other state both for the outward and return journeys and such workman shall also be paid by the Contractor wages during the period of such journeys as if he was on duty.

In the event of default i.e., short payment or non-payment of any allowance under Sections 14 & 15 or wages under Section 17 and/or non-provision of facilities under Section 16 of Act, 1979, HPRGEL shall recover amount due either by deduction of any amount payable to the Contractor under any contract or as a debt payable by the Contractor.

The Contractor shall at all times comply with the conditions laid down under the license granted by the Licensing Authority.

## K) The Maternity Benefit Act, 1961

### i. Applicability

The Maternity Benefit Act is applicable to every establishment including factory, in which 10 or more persons are employed and thus the Contractor shall ensure compliance with the provisions of this Act and Rules framed thereunder irrespective of number of employees deployed by the said contractor at HPRGEL's establishment / factory.

However, in respect of factory / establishment to which provisions of Employees' State Insurance Act, 1948 apply, nothing contained in this Act shall apply to such factory / establishment except for Section 5A and 5B of The Maternity Benefit Act.

- a. Every woman entitled to the payment of maternity benefits under this Act shall, notwithstanding the application of Employees' State Insurance Act, 1948 to the factory / establishment in which she is employed, be entitled to the benefit under this Act until she becomes qualified to claim maternity benefit under Section 50 of Employees' State Insurance Act, 1948.

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

- b. Every woman employed in a factory / establishment to which the provision of Employees' State Insurance Act, 1948 apply but whose wages exceed the amount specified in Section 2(9)(b) Employees' State Insurance Act, 1948 and who fulfils conditions specified in Section 5 (2) of this Act i.e. who has actually worked in factory / establishment of the employer from whom she claim maternity benefit, for a period not less than 80 days in the 12 months immediately preceding the date of her expected delivery, shall be entitled to maternity benefit under this Act.

The above referred qualifying period of 80 days shall not apply to woman who has migrated into the State of Assam and was pregnant at the time of immigration.

### ii. Restrictions on Employment of Women:

The Contractor shall not knowingly deploy a woman on work in any establishment during the six weeks' immediately following the day of her delivery or her miscarriage.

The Contractor shall not allow a pregnant woman to work which is of an arduous nature or which involves long hours of standing or which in any way is likely to interfere with her pregnancy or the normal development of the foetus, or is likely to cause her miscarriage or otherwise to adversely affect her health.

The Contractor shall make payment of maternity benefits as per the provisions of the Maternity Benefit Act, 1961 amended from time to time.

The Contractor shall allow female employees leave for miscarriage, illness arising out of pregnancy, delivery, premature birth of child etc.

The Contractor shall give nursing breaks to female worker who has returned to duty after giving birth to a child, until child attains the age of 15 months.

The Contractor shall not discharge or dismiss a woman employee who absents on account of pregnancy in accordance with the provisions of this Act.

The Contractor shall not deduct wages of woman worker who absents in accordance with the provisions of this Act including nursing breaks.

### L) The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 and Rules, 2013

#### i. Applicability

The Act provides for constitution of Internal Committee (IC) in all workplaces having 10 or more employees to hear complaints of sexual harassment at such workplace.

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

### ii. Contract Worker / Labour

The definition of employee under Section 2(f) of Act covers persons employed through a contractor. Hence, if a contract labour deployed at the establishment / factory of HPRGEL sexually harasses an aggrieved woman (HPRGEL Employee) or vice versa, such contract labour or HPRGEL employee can be inquired against by the IC of HPRGEL.

However, as the terms of contract of such contract labour are regulated by contractor, with the HPRGEL not engaged in any direct control of control labour, any action recommended by the IC shall be enforced by the Contractor and not by the HPRGEL.

### iii. Duties of Contractor

Contractor shall comply with the duties of Employer as laid down in Section 19 of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013 including but not limited to providing assistance to aggrieved woman if she so chooses to file a complaint in relation to the offense under the Indian Penal Code or any other law for the time being in force.

M) The Child and Adolescent Labour (Prohibition and Regulation) Act, 1986 The Contractor shall not employ or permit employment of Child Labour i.e., below the age of 14 years or Adolescent i.e., below the age of 18 years to work in factory / establishment of HPRGEL.

N) The Equal Remuneration Act, 1976

Contractor shall pay men, women and transgender employees at same rates of wages for the same work or work of similar nature and shall not discriminate/reduce the wages on the basis of their gender.

O) The State Labour Welfare Fund Act

- i. Subject to applicability of Labour Welfare Fund Act of respective State in the absence of any exclusion for the establishments of the Central Government, the Contractor shall be required to ensure compliance including deduction and deposit of contribution payable under respective State Labour Welfare Fund Act.
- ii. Wherever the State Labour Welfare Fund Act is applicable, Contractor shall also produce Chalan / Returns with HPRGEL, showing periodical deposit of employers' and employees' contribution payable under the Act.

P) The Information Technology Act, 2000

It may be noted that several registers require signature of concerned viz., under Form A - Specimen Signature/Thumb Impression of contract labour, under Form B – Certification by Authorised Representative of the Principal Employer, Form D – Signature of Register Keeper/Supervisor, etc. and thus the registers in draft version viz., Excel, Word, etc. shall not be considered as compliance.

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

It is clarified that the Contractor may maintain the compliance records in electronic format subject to compliance of Chapter III of Information Technology Act, 2000 including authentication of electronic records by virtue of electronic signature in such manner as may be prescribed by the Central Government.

### Q) The State Shops and Establishment Act

Being Central Government Public Sector Undertaking and Model Employer, the Contractor shall comply with the provisions of respective State's Shops and Establishment Act irrespective of its applicability or otherwise.

### R) Miscellaneous

#### i. Pre-Employment & Periodical Medical Examination

The Contractor shall ensure that every worker employed in an establishment are medically examined, by a qualified registered medical practitioner, in the following manner, namely: -

- (a) once before employment to ascertain physical fitness of the person to do the particular job,
- (b) once at intervals not exceeding twelve months, to ascertain the health status of all the workers in respect of occupational health hazards to which they are exposed, and in cases where in the opinion of the Registered Medical Practitioner it is necessary to do so at a shorter interval in respect of any worker,
- (c) the details of pre-employment and periodical medical examinations carried out as aforesaid shall be recorded in the writing.

The Contractor shall not deploy any worker who is not medically fit or found unfit for any particular jobs.

The fees for such Pre-employment and Periodical Medical Examination shall be borne by the Contractor. The Contractor shall submit copy of health records with HPRGEL. The Contractor shall retain photocopy of health records for a period of three years from last entry therein and shall make the same accessible for inspection by HPRGEL Officer, Inspector, Central / State Government on demand.

#### ii. Annual Leave with Wages

The Contractor shall pay to his worker Annual Leave with Wages at the rate of one day for every twenty days of work i.e., at the rate of 4.80% of gross wages in lieu of Annual Leave with Wages towards work performed by him during the calendar year.

However, if any of the contract labour leaves the services of contractor prior to completion of calendar year then contractor shall make payment in lieu of leave with wages to the said contract labour along with last drawn wages.

#### iii. Leave with Wages Register

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The Contractor shall maintain "Leave with Wages Register" in the Form as prescribed under applicable State Shops and Establishment Act.

The Leave with Wages Register shall be preserved by Contractor for a period of three years after the last entry in it and shall be produced before HPRGEL Officers, Inspectors, Statutory Authorities, etc. on demand.

iv. Working Hours

The Contractor shall ordinarily not require any worker to work in an establishment for more than 9 hours in any day and for more than 48 hours in any week.

The period of work inclusive of intervals for rest shall not spread over more than 10.5 hours in any day.

v. Weekly Holiday

The Contractor shall provide weekly holiday to workers deployed to work in an establishment.

In the event any worker is required to work on weekly holiday, then the contractor shall provide him a holiday for a whole day on one of the three days immediately before or after the said holiday.

Where a worker works on said day and has had a holiday on one of the three days immediately preceding it, then said day shall, for the purpose of calculating his weekly hours of work, be included in the preceding week.

Provided that no worker shall be allowed to work for more than ten days consecutively without a holiday for a whole day.

vi. Overtime

Where owing to absenteeism or shortage of manpower, Contractor requires worker to work in an establishment for more than nine hours in any day or for more than forty-eight hours in any week, he shall, in respect to overtime work, pay to the worker wages at the rate of twice his ordinary rate of wages.

It is clarified that if the contractor fails to maintain the minimum number of workers as required under the contract awarded to him, due to absenteeism / leave etc. of any of his workmen and in case, he asks the worker engaged in previous shift(s) to continue in next shift(s), the cost towards the Overtime, so to be paid to the said worker, shall be borne by the contractor.

However, in case, as per the exigencies of the work, if HPRGEL expressly advises the contractor to continue the work beyond normal working hours, the said cost to be incurred by the contractor towards payment of Overtime to his workmen, will be reimbursed by HPRGEL to the contractor on actual basis subject to production of proof of payment thereof.



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- vii. **Permissible Hours of Overtime**  
Notwithstanding above terms, Contractor shall ensure that at all times the total number of hours of a worker in a day / week / quarter as the case may be, including overtime shall not exceed prescribed limits of work under applicable State Shops and Establishment Act.
  
- viii. **Restriction on employment of Women**  
The Contractor shall deploy no woman to work in an establishment except between the hours of 6 AM and 9 PM or as may be prescribed.  
  
Provided that women may be required or allowed to work even between the hours of 9 PM and 6 AM in the establishment where adequate safety and security measures or safeguards as prescribed under State Shops and Establishment are provided.
  
- ix. **Safety**  
The Contractor shall ensure that its workers follow safety precautions, Standard Operating Procedure (SOP) inclusive of wearing Personal Protective Equipment's (PPEs), Protective Clothing, etc. at all times while working inside an establishment.  
  
The Contractor shall ensure that its workers attend regular trainings imparted for workers' health and safety at work and follow information, instruction, training and supervision as are necessary to ensure the health and safety of all workers at work.  
  
The Contractor shall ensure that no worker is required or allowed to work in an establishment without adequate protective wear such as Safety Headgear, Protective Clothing, Safety Goggles, Safety Shoes, Hand Gloves, as may be applicable according to the nature of work and as per HPRGEL's Standard Operating Procedure (SOP).
  
- x. **Prohibition relating to smoking etc.**  
Contractor shall ensure that no worker shall smoke or carry matches, fire or naked light or other means of producing a naked light or spark in an establishment or in the vicinity thereof.  
  
In the event of any incident / mishap occurs due to fault, negligence, neglect, etc. of any worker, the Contractor shall be responsible for loss(es), if any.
  
- xi. **Intimations**  
The contractor/supervisor shall immediately intimate the HPRGEL in the event any accident / dangerous occurrence, etc. at the location so that appropriate steps may be taken to ensure timely medical treatment to injured worker(s) and onward intimation to the statutory authorities.
  
- xii. **Inspection**

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

All the registers, records and notices maintained under The State Shops and Establishment Act and applicable Rules framed thereunder shall be produced by the Contractor on demand before HPRGEL Officers or the Inspector or any statutory authority under the Act or any person authorised in that behalf by the State Government.

### S) National and Festival Holiday Act

The Contractor shall grant paid leave to its employees on following 4 days, i.e., 26<sup>th</sup> January (Republic Day), 14<sup>th</sup> April (Ambedkar Jayanti), 15<sup>th</sup> August (Independence Day) and 2<sup>nd</sup> October (Gandhi Jayanti).

For rest of the paid festival / local holidays, the Contractor shall comply with respective State's National and Festival Holidays Act in the absence of which Contractor shall extend maximum of 6 additional days in a Calendar Year as Festival / local Holidays as may be advised by HPRGEL.

If the contract labour is deployed for work on National and Festival / Local Holidays then he shall pay to the contract labour wages for that day in addition to payments towards paid holiday.

### ☐ TRAVELLING ALLOWANCE:

With a view to attract contractor(s) who are in a position to provide better services by engaging experienced and efficient contract labour, it has been decided by HPRGEL to pay the concerned contractor(s) Rs. 100, Rs. 80, Rs. 70 for Class 'A', Class 'B' and Class 'C' respectively, per day as "Travelling Allowance" payable to the contract labour engaged & deployed by the contractor at HPRGEL's premises basis the actual attendance.

The Contractor would be required to pay "Travelling Allowance" to all the Manpower deployed by him at HPRGEL's premises basis the actual attendance.

In view of the extant statutory provisions, the above travelling allowance would not qualify for PF, ESI, leave with wages, bonus or any other statutory payments.

The said amount towards 'Travelling Allowance' should be shown by the Contractor in 'Wage Sheet' of respective month in separate column as 'Travelling Allowance'.

The Contractor shall not quote any amount towards payment of Travelling Allowance, and the same shall be reimbursed on actual basis to the Contractor upon submission of requisite proof of payment.

However, Travelling Allowance shall not be payable in respect of contract labour deployed in following:

- a. Project Works (Major / Minor)

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- b. AMC/OEM Contracts
- c. Security Surveillance Contracts (DGR Agencies / Private Security Agencies – except for line walkers in pipelines, etc.)

### ☐ MISCELLANEOUS:

#### a. Pre-Mobilization of Workforce

- i. The Contractor shall at its own cost deploy suitably qualified manpower for all the jobs required to be carried out by him under this contract. The persons so appointed by the Contractor for the execution of the jobs / activities as per specification / scope of jobs under this Contract, shall not be construed to be the employee of HPRGEL under any circumstances and shall have no claim or right whatsoever to be absorbed in the employment of HPRGEL at any time or under any circumstances or for any reason whatsoever.
- ii. No manpower deployed by the Contractor for work at HPRGEL premises shall be below the age of 18 (eighteen) years and above the age of 60 (sixty) years.
- iii. The Contractor shall provide on his letter head under his seal and signature list of category-wise manpower which will be deployed / engaged by him at the HPRGEL's location in furtherance of his contractual obligations along with their full names, father's / husband's name, date of birth, full residential address (present & permanent), mobile number, photograph, etc.
- iv. The Contractor shall arrange antecedent verification of its manpower/contract labour from police at its own cost before deploying them and also ensure that they are fit for conduct for rendering the requisite services. Contractor shall submit with HPRGEL, authenticated copies of the police verification/certificate/documents of the persons, who are to be deployed by Contractor. HPRGEL also reserves the right to get persons' character and antecedents verified by the police, if deemed necessary.
- v. The Contractor shall provide medically fit manpower and shall submit the Medical Certificate for the manpower from competent authority before commencement of the job.
- vi. The Contractor shall provide Entry Cards to his manpower as per the format prescribed by the HPRGEL within a period of 10 days from commencement of work. These Entry Cards are valid only while working within HPRGEL's premises and should not be used outside the premises for other purposes. All the manpower deployed by the Contractor entering into HPRGEL's premises shall be properly identified by entry card, which must be worn by them at all time while HPRGEL's Premises.

#### b. During Continuation of Activity

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

- i. The Contractor shall not sub-let the contract or any part of the contract without express permission from HPRGEL.
- ii. The Contractor shall ensure that there is no shortage of manpower at any point of time. Contractor has to provide suitable and sufficient number of relieving manpower possessing same skill set in case of absenteeism of any manpower deployed by him so that there is no hamper in work and also Contractor should ensure that quality of service is not compromised.
- iii. The Contractor shall take all measures for the monitoring / supervising of the work of its manpower on duty. Contractor shall supervise the work or deploy supervisor for supervising the job / work of his manpower. If at any point of time during the validity of the contract, it is found that services of any manpower deployed by the Contractor are not satisfactory, the Contractor shall provide suitable replacement of said manpower immediately.
- iv. The Contractor and its manpower shall observe and abide by all fire, safety and security regulations of HPRGEL. The Contractor will ensure that his manpower do not remain in the premises beyond normal working hours without specific approval of authorized officer of HPRGEL through the supervisor. If any manpower deployed by the Contractor, is found to be unauthorizedly present in HPRGEL's premises beyond normal working hours, Contractor will be informed immediately and upon receipt of the intimation, the Contractor shall provide suitable replacement of such manpower.
- v. Smoking, drinking alcoholic beverages, narcotic drugs, tobacco chewing and carrying fire arms and / or any kind of inflammable substances inside HPRGEL's premises is strictly prohibited. Hence the Contractor has to clearly communicate the same to his Manpower.
- vi. The Contractor or any of the Manpower deployed by him, shall, in no way, create any kind of obstacle or hindrance in the operations of the Establishment.
- vii. In case any of the Manpower deployed by the Contractor is found to be involved in kind of misconduct / misbehaviour within HPRGEL's premises, the Contractor shall have to provide the replacement of the said Manpower on immediate basis.
- viii. Payment Terms:

The Contractor shall enclose copies of following compliance documents for the same wage month in respect of which invoice is being raised: a. Employee Register in Form A

- b. Wage Register in Form B duly certified by Authorised Representative of Principal Employer
- c. Register of Loans / Recoveries in Form C
- d. Attendance Register in Form D

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- e. Bank Statement reflecting credit of wages in bank account of concerned contract labour
- f. EPF member-wise ECR, Combined Challan along with Remittance / Payment Successful Receipt showing payment of contribution.

ESI Challan, Member Contribution Details along Remittance / Payment Successful Receipt showing payment of contribution.

In the event of delay in remittance of EPF/ESI Contributions, Contractor shall produce Challan and Payment Successful Receipt towards Interest and Damages.

- g. Policy under Employees' Compensation Act, 1923 (wherever applicable)
- h. Acknowledged Copy of Wage Slip in Form XIX duly signed and stamped by Contractor.

It is reiterated that, compliance documents produced by the Contractor including PF / ESI Challans, etc. shall be of same wage month as that of invoice.

HPRGEL will disburse payment against invoice to the Contractor through electronic mode (e-payment) through any of the designated banks subject to compliance with above requirements. The Contractor will comply by furnishing full particulars of Bank Account (mandate) to which the payments will be routed. HPRGEL reserves the right to make payment in any alternate mode also.

HPRGEL shall be at liberty to keep on hold bills in case of non-submission of requisite documents with the bill, including non-payment of damages / penal interest for delayed ESI/PF remittances, to the extent of amount pertaining to wages, nonpayment of damages / penal interest for delayed PF/ESI remittances etc., as the case may be.

### c. Post Completion of Activity

- i. At the time of Final / Last bill as per tenure of PO, Contractor has to attach following additional documents:
  - a. Copy of "Register in Form C" as provided under Rule 4(c) of The Payment of Bonus Rules, 1975 along with proof of payment of Bonus in bank account of concerned employees of Contractor as per The Payment of Bonus Act, 1965;
  - b. Copy of Leave with Wage Register along with proof of payment of Annual Leave with Wages in in bank account of concerned employees of Contractor as per provisions of The Factories Act, 1948 and State Factories Rules or State Shops & Establishments Act, if applicable;
  - c. Proof of payment of State Labour Welfare Fund, if applicable;
  - d. Duly Acknowledged original of Service Certificate Issued in "Form XV" to each of the Contract Labours.

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

- e. Any other compliance documents / registers / forms / records as may be required under applicable laws, rules, regulations, etc. on demand by HPRGEL.
- ii. The Contractor shall return all the equipment, machinery, etc. supplied by the Corporation for the performance of the Job, and in case of any damage or loss of such equipment or machinery, the Contractor shall be liable to pay damages covering the loss due to such damage or loss.

### ☐ INDEMNIFICATION:

- i. **Indemnification against claim of Regularisation/Reinstatement**  
The manpower deployed by the Contractor shall be in employment of the Contractor only and not of HPRGEL and the Contractor shall be solely responsible for all acts of commission and/or omission of his manpower. Under no circumstances, the facilities which are being provided to the regular employees of HPRGEL shall be extended to the manpower of the Contractor. Subsequent to the expiry/termination of the contract, no claim from either the Contractor or from his manpower shall be entertained for continuance of their services and under no circumstances the manpower deployed by the Contractor, can claim employment in HPRGEL. The Contractor shall be solely liable for the employment or non-employment of his manpower. In case, any dispute is raised by manpower deployed by the Contractor, the Contractor shall personally defend and indemnify HPRGEL in respect of any consequence thereof.
- i. **Indemnification Against Breach of or Claim under of Applicable Laws** The Contractor shall keep HPRGEL indemnified against any and all claims, losses, damages, or compensation arising from the violation of any provisions of applicable laws including any claim on account of disability / death of any of its personnel caused while providing the service within / outside the site or other premises of HPRGEL which may be made under the Employees' Compensation Act, 1923 or any other Acts or any other statutory modifications thereof. Such violations may arise due to default, negligence, or lapses on the part of the Contractor or any of its manpower. The Contractor shall assume exclusive responsibility for any liabilities arising in this regard. Furthermore, any liabilities for compensating third parties resulting from acts of omission or commission by the Contractor's manpower shall rest solely with the Contractor.
- ii. **Alternate Arrangement Clause**  
In the event that the Contractor fails to provide the job as specified in this contract on any day after commencement of this Contract, the Contractor shall bear all costs associated with any alternate arrangement made to fulfil the obligations outlined in this contract. HPRGEL reserves the right to engage an alternative service provider or take any other necessary actions to ensure performance of the job as specified, and all expenses incurred in this regard shall be the sole responsibility of the Contractor. Furthermore, any costs exceeding the original value of the Purchase Order that are incurred in procuring alternative services or making alternate arrangements shall be deducted from any outstanding payments

## GENERAL TERMS & CONDITIONS - JOB CONTRACTS

due to the Contractor under this contract or pursued separately as a debt by HPRGEL, as deemed appropriate by HPRGEL. This provision shall not relieve the Contractor of any other obligations or liabilities as stipulated elsewhere in this contract.

### ☐ DISCLAIMER CLAUSE -NON-EXHAUSTIVE TERMS AND REFERENCE TO STATUTES:

The terms and conditions stipulated in this contract are provided for the purpose of clarity and understanding between the parties, but they are not exhaustive in nature. The Contractor acknowledges and agrees that the terms and conditions contained herein may be subject to various applicable laws, regulations, and statutes, which may provide additional rights, obligations, and requirements.

The Contractor is hereby advised and expressly agrees that, in matters where the terms and conditions of this contract does not explicitly address specific legal requirements or where further clarification is needed, the Contractor shall refer to and comply with all relevant central, state, local, and industry-specific statutes, laws, regulations, codes, and standards that pertain to the services or activities covered by this contract.

The parties acknowledge that compliance with applicable statutes, laws, regulations, codes, and standards is a fundamental requirement, and any failure to do so may result in legal consequences and liabilities. It is the Contractor's responsibility to remain informed about and adhere to any legal or regulatory changes that may affect the execution of this contract.

This disclaimer clause is intended to emphasize that this contract does not supersede or replace any legal obligations laid under any law and/or imposed by statutory authorities and that the Contractor shall rely on the relevant Acts, Rules, Regulations, Codes, etc. for comprehensive guidance and clarification.

### ☐ SEVERABILITY CLAUSE:

In the event of a breach of any condition of this contract by the Contractor, it is expressly understood and agreed that such breach shall not automatically result in the termination of the entire contract. The contract shall remain in full force and effect, and all other rights, obligations, and conditions not affected by the breach shall continue to be binding upon both the parties.

If the Contractor breaches any condition of this contract, HPRGEL shall have the option, at its sole discretion, to:

- a. Terminate only the specific portion or aspect of the contract affected by the breach, while allowing the remaining portions of the contract to remain in effect; or
- b. Allow the Contractor, a reasonable opportunity to cure the breach within a specified period, and if the breach is cured within that time frame to the

**GENERAL TERMS & CONDITIONS - JOB CONTRACTS**

satisfaction of HPRGEL, the contract shall continue in full force and effect without any further consequences due to the breach.

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## 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.

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### **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.

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- 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.

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- 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

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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’.

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**7. Conciliation Proceedings**

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

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

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



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

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

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

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

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

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

#### **11. Conciliator's fee**

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

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

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

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

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

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

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- 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.

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

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

**16. Judicial or other Proceedings**

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

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

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

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

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

The Conciliation Proceedings are terminated:

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

### **19. Miscellaneous**

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

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

® **REVISION: PROC-043/16.03.2020**



**SCHEDULE A**

®

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

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

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

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

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

Date:

(Signature)

Name:

Address:

®

**REVISION: PROC-053/28.07.2021**

No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II  
Government of India  
Ministry of Commerce and Industry  
Department for Promotion of Industry and Internal Trade  
(Public Procurement Section)

Vanija Bhawan, New Delhi  
Dated: 19 July, 2024

To

All Central Ministries/Departments/CPSUs/All concerned

**ORDER**

**Subject: Public Procurement (Preference to Make in India), Order 2017–  
Revision; regarding.**

Department for Promotion of Industry and Internal Trade, in partial modification [Paras 2, 3, 5, 10 & 13] of Order No.P-45021/2/2017-B.E.-II dated 15.6.2017 as amended by Order No.P-45021/2/2017-B.E.-II dated 28.05.2018, Order No.P-45021/2/2017-B.E.-II dated 29.05.2019, Order No.P-45021/2/2017-B.E.-II dated 04.06.2020 and Order No.P-45021/2/2017-B.E.-II dated 16.09.2020 hereby issues the revised 'Public Procurement (Preference to Make in India), Order 2017' dated 19.07.2024 effective with immediate effect.

**Whereas** it is the policy of the Government of India to encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, and

**Whereas** procurement by the Government is substantial in amount and can contribute towards this policy objective, and

**Whereas** local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them,

**Now therefore the following Order is issued:**

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:  
'Local content' 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 content in the item (including all customs duties) as a proportion of the total value, in percent.

**Explanatory notes for calculation of local content given above**

- a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.



- c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.

'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.

'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/organization/ firm for an imported product would amount to rebranding.

- d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
- e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

**2A. Special treatment for items covered under PLI Scheme**

The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PLI Ministry for the item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

**3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement**

(a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.

(b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.

(c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

**3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders**

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."
- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

**3A. Purchase Preference**

(a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities in the manner specified here under.

(b) In the procurement of goods or works, which are covered by para 3(b)

above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
  - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
- i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.
  - ii. If L1 is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
  - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

**3B. Applicability in tenders where contract is to be awarded to multiple bidders-** In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.
- c. If 'Class I Local suppliers' qualify for award of contract for at least



50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I Local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.

- d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
- e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub- paras above.

4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 5 lakhs shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.

**4A. Exemption in sourcing of spares and consumables of closed systems:**

Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.

5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.
6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
8. **Government E-marketplace:** In respect of procurement through the Government E-marketplace (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for

display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.

**9. Verification of local content:**

- a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.
- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
- c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
- d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
- e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
- f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
- g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
- h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9

i below.

- i. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
  - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member-Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
  - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
  - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.

**10. Specifications in Tenders and other procurement solicitations:**

- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
- b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
- c. Procuring entities shall, within 2 months of the issue of this Order review all existing eligibility norms and conditions with reference to sub-paragraphs 'a' and 'b' above.
- d. **Reciprocity Clause**
  - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
  - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their participation.
  - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
  - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
  - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
- e. Specifying foreign certifications/ unreasonable technical specifications/

brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.

- f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."

**10A. Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.

11. **Assessment of supply base by Nodal Ministries:** The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
12. **Increase in minimum local content:** The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
13. **Manufacture under license/ technology collaboration agreements with phased indigenization:** While notifying the minimum local content, Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.

13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

14. **Powers to grant exemption and to reduce minimum local content:** The administrative Department undertaking the procurement (including

procurement by any entity under its administrative control), with the approval of their Minister-in-charge, may by written order, for reasons to be recorded in writing,

- a. reduce the minimum local content below the prescribed level; or
- b. reduce the margin of purchase preference below 20%; or
- c. exempt any particular item or supplying entities from the operation of this Order or any part of the Order.

The Administrative Department, while seeking exemption under this para, shall certify that such an item(s) has not been notified by Nodal Ministry/ Department concerned under para 3 (a) of the Order.

A copy of every such order shall be provided to the Standing Committee and concerned Nodal Ministry / Department. The Nodal Ministry / Department concerned will continue to have the power to vary its notification on Minimum Local Content.

15. **Directions to Government companies:** In respect of Government companies and other procuring entities not governed by the General Financial Rules, the administrative Ministry or Department shall issue policy directions requiring compliance with this Order.
16. **Standing Committee:** A standing committee is hereby constituted with the following membership:  
Secretary, Department for Promotion of Industry and Internal Trade - Chairman  
Secretary, Commerce—Member  
Secretary, Ministry of Electronics and Information Technology—Member Joint  
Secretary (Public Procurement), Department of Expenditure—Member Joint  
Secretary (DPIIT)—Member-Convenor

The Secretary of the Department concerned with a particular item shall be a member in respect of issues relating to such item. The Chairman of the Committee may co-opt technical experts as relevant to any issue or class of issues under its consideration.

17. **Functions of the Standing Committee:** The Standing Committee shall meet as often as necessary, but not less than once in six months. The Committee
  - a. shall oversee the implementation of this order and issues arising therefrom, and make recommendations to Nodal Ministries and procuring entities.
  - b. shall annually assess and periodically monitor compliance with this Order
  - c. shall identify Nodal Ministries and the allocation of items among them for issue of notifications on minimum local content
  - d. may require furnishing of details or returns regarding compliance with this Order and related matters
  - e. may, during the annual review or otherwise, assess issues, if any, where it is felt that the manner of implementation of the order results in any restrictive practices, cartelization or increase in public expenditure and suggest remedial measures
  - f. may examine cases covered by paragraph 13 above relating to manufacture under license/ technology transfer agreements with a view to satisfying itself that adequate mechanisms exist for enforcement of such agreements and for attaining the underlying objective of progressive indigenization



- g. may consider any other issue relating to this Order which may arise.
18. **Removal of difficulties:** Ministries /Departments and the Boards of Directors of Government companies may issue such clarifications and instructions as may be necessary for the removal of any difficulties arising in the implementation of this Order.
19. **Ministries having existing policies:** Where any Ministry or Department has its own policy for preference to local content approved by the Cabinet after 1<sup>st</sup> January 2015, such policies will prevail over the provisions of this Order. All other existing orders on preference to local content shall be reviewed by the Nodal Ministries and revised as needed to conform to this Order, within two months of the issue of this Order.
20. **Transitional provision:** This Order shall not apply to any tender or procurement for which notice inviting tender or other form of procurement solicitation has been issued before the issue of this Order.



(Himani Pande)

Additional Secretary to the Government of India

Tel: 011-23038888

E-mail: ashp.dpiit@gov.in

Government of India  
Ministry of Petroleum and Natural Gas  
(Flagship Programme Cell)

\*\*\*\*

Shastri Bhawan, New Delhi  
Dated 26<sup>th</sup> April, 2022

To,

1. Chairman, IOCL
2. C&MD, BPCL/ HPCL/ ONGC/ OIL/ GAIL/ EIL/ Balmer Lawrie
3. Managing Director, MRPL/NRL/CPCL// BCPL/ OVL
4. DG, DGH
5. DG, PPAC
6. Secretary, OIDB
7. ED, PCRA
8. ED, OISD
9. ED, CHT
10. Director, RGIPT
11. Secretary, PNGRB
12. CEO & MD, ISPRL

**Sub: Public Procurement (Preference to Make in India) (PPP-MII) Order, 2017-reg.**

Sir/Madam,

I am directed to refer to this Ministry's letter of even number dated 23.02.2022 regarding Policy to Provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas (MoP&NG) and to say that Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT and as amended time to time shall be applicable to all the Public Sector Undertakings and their wholly owned subsidiaries under MoP&NG; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under MoP&NG; attached and subordinate offices of MoPNG w.e.f. 01.04.2022.

2. Moreover, as per para 14 of the PPP-MII Order, the following modifications in the order shall be applicable on the procuring entities under this Ministry:

- a. Limit for exemption of small purchase under para 4 of the PPP-MII Order, 2017 shall be Rs. 1 crore.
- b. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.
- c. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.

3. This issues with the approval of Hon'ble Minister, Petroleum and Natural Gas.

Yours faithfully

  
(Santanu Dhar)

Under Secretary to the Govt. of India  
Tel.: 011-23388652

Copy to:

- a. PS to Minister, PNG
- b. PPS/ PS to Secretary/ AS&FA/ Sr. Economic Advisor, MoPNG
- c. PPS/ PS to AS (E)/ JS(R)/ JS (M& GP)/ OSD (IC)/ JS (G)/ JS (IFD)/ DDG (ED), MoPNG
- d. PPS/PS to Dir.(BR)/Dir.(E-II)/Dir.(E-I)/DS(GP)/DS(Mkt.)/DS(LPG)/DS(Admn.)/DS(RTI)/ DS (Gen) MoPNG

Copy for information to:

Secretary, DPIIT