



Hindustan Petroleum Corporation Limited  
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	Retail Automation- 3500 ROs	
Description	AUTOMATION OF RETAIL OUTLETS	
Tender Type	Public	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	11-Jan-2022 15:00	
Reverse Auction Applicable	Yes	
Pre Bid Conference Start Date & Time	30-Dec-2021 11:00	
Pre Bid Conference End Date & Time	30-Dec-2021 13:00	
Queries Start Date & Time	23-Dec-2021 15:00	
Querries End Date & Time	03-Jan-2022 15:00	
Un Priced Bid Open Date & Time	11-Jan-2022 15:00	
Purchase Deptt.	PUR DEPT CPO-Elect & Instrumentation	
Fax No.	23030078	
Office Address	Centralised Procurement Office,6th Floor, Petroleum House,17, Jamshedji Tata Road,,Mumbai,400020,,MH	
TF/EMD Drop Box Address	NA	
Tender Description	AUTOMATION OF RETAIL OUTLETS	
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, bid's offer validity shall be considered as mentioned above.**

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

**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.**



## Reverse Auction – Terms & Conditions and Procedure

HPCL proposes to conduct Reverse auction for the items or schedules or on overall basis as specified in the tender. Please go through the Terms & Conditions and Procedure given below and submit your acceptance to the same by signing and uploading this document along with unpriced bid.

### **Terms & Conditions**

1. HPCL reserves the right to carryout ‘Online Reverse Auction’ with techno-commercially accepted bidders for determining the lowest bidder for the requirements mentioned in this tender enquiry. *Reverse auction shall be conducted only when there are **at least two or more “Techno-commercially accepted** vendors at Technical evaluation stage.*
2. Online reverse auction shall be conducted by HPCL on a specified date and time. The vendors shall be participating in the reverse auction from their own offices / place of their choice. Internet connectivity shall have to be ensured by the bidders themselves. *HPCL shall not be held responsible for local issues, such as loss of connectivity, Internet discontinuity, and discrepancy in browser which may result in non-display of latest bid in client PC.*
3. In extreme case of Server outage, network outage or failure of Internet connectivity, (or any other unforeseen conditions) from HPCL’s end, fax/ E-Mail communication shall have to be made immediately, to concerned purchase officer of HPCL. *No such request shall be entertained beyond one hour of the RA closing time.* To provide equal opportunity, HPCL may decide to **extend the Reverse auction** at their discretion, but not as the right of the bidder. The vendors participating in Reverse Auction process shall be kept on standby for 1 Hour after RA closing time.
4. HPCL shall investigate the above matter and decision for extension of Reverse Auction shall be based on the merit of the issues pointed out and verified by HPCL and same shall be final and binding on the vendor.
5. HPCL shall complete the investigation within two working days of receiving complaint from any of the vendor.
6. In case of decision to extend Reverse Auction, intimation mail may go out to all vendors within a day of investigation closure. Vendors shall generally be given intimation, a day in advance before extended Reverse Auction is commenced. The Reverse Auction shall commence from the last **saved decrement value** and shall be open for period of **original duration** from commencement.



## Hindustan Petroleum Corporation Limited

7. Bidders are requested to confirm their willingness to participate in 'Online Reverse Auction' during their bid submission by ensuring compliance to the Terms & Conditions and Procedure specified herewith. Please note that non acceptance to participate in the Reverse Auction process may lead to rejection of the bid without any further evaluation.
8. HPCL will pre-decide the commercial loading, if any, on the basis of the taxes & duties quoted by the bidder, and loading on account of commercial deviations, if any. The loading factors shall be displayed in the portal prior to the date scheduled for Reverse Auction Event.
9. Bidders are encouraged to understand the Loading factors applied on their bids at the earliest, on getting intimation regarding same. In case of any objection to the applied loading factor same shall be brought to the notice of Purchase officer immediately. No further communication on this ground will be entertained after publishing of Reverse auction.
10. As part of Reverse Auction process, the Start Bid price (Leading Bid) shall be specified by HPCL on Reverse Auction Portal. The Lowest of the {**Price Bid** or the **estimate**} will be considered as the **benchmark price (Start bid price)**. **Please note that such priced bid opening shall be system driven and therefore bidder's identity vis-à-vis quoted price shall be confidential.**
11. In case of overall evaluation tenders or schedule wise evaluation tender, the Reverse auction shall be conducted on the bottom line, net delivered cost.
12. In case of tenders, which are evaluated on Schedule wise or Overall L1 basis, the individual item rates with **get reduced on pro-rated basis** as the decrements are effected during reverse auction event.
13. During the Reverse auction event, the **taxes** which are quoted in percentage basis will get **reduced proportionately** as the RA progresses. However, **Extras** like Loading charges/packing charges/TPI which are quoted in per unit basis (amount terms) **remains constant** as the decrements are effected.
14. Vendors shall ensure to quote the **statutory taxes only in percentage basis** and not in amount terms. In case of non-compliance to this clause, bids shall be liable for rejection.
15. System shall allow to conduct Reverse Auction on multi-currency tender/bidding. In such cases the basic reverse Auction shall be carried out in INR currency only. However bidders



# Hindustan Petroleum Corporation Limited

having submitted bids in any of the following four currencies – USD, EUR, GBP, JPY shall be able to view the basic rates (in original currency) corresponding to contemplated decrement in the “show” screen.

16. The exchange rate for converting the INR value to originally quoted currency (USD, EUR, GBP, JPY) shall be the one which was prevailing on the **date of unpriced bid opening** in line with tender condition.
17. Reverse auction shall be held for a period of 60 minutes and shall be automatically extended by a further period of 5 minutes in case of receipt of any bid during the last 5 minutes of the auction period. This process shall continue until no bids are received in the last 5 minutes of the auction. Thereafter reverse auction shall get automatically closed. This shall be an automated process.
18. Order may be placed on the lowest bidder, emerging out of the reverse auction process and HPCL's decision on award of contract shall be final and binding on all the bidders.
19. HPCL reserves the right to further rationalize the prices with lowest bidder for reducing the price at any time before ordering.
20. HPCL reserves the right to cancel the reverse auction after event is scheduled but before actual event taking place or after the reverse auction has completed in case of failure or any other reason. The reasons for cancellation shall be conveyed to all vendors.
21. In cases where tender is required to be cancelled after opening of priced bid and identification of L1 vendor and Reverse Auction was also part of tender, reasons for cancellation shall be conveyed to all vendors.
22. During Reverse Auction Process, if no bids are received within the scheduled/rescheduled date & specified time of the reverse auction, HPCL at its discretion can scrap the reverse auction and proceed with the opening of the Electronic priced bids submitted by the bidders. In such case HPCL shall display the bidder's identity and original rates.
23. The bid on the Reverse Auction Portal will be taken as an offer to sell. Bids once made, cannot be cancelled / withdrawn and the bidder shall be bound to sell the material/services at the final bid price, and as per the specifications mentioned in the tender. Should the bidder back out and not make the supplies as per the rates quoted or in case the material supplied/services is not as per specifications mentioned in the tender, HPCL shall take appropriate action as per the terms & conditions mentioned in the tender.



## Hindustan Petroleum Corporation Limited

24. At the end of the Reverse Auction, HPCL will decide the successful bidder, basis the evaluation criteria specified in the tender. HPCL's decision on award of Contract shall be final and binding on all the Bidders.
25. HPCL shall not have any liability to bidders for any interruption or delay in access to the reverse auction portal irrespective of the cause.
26. The **participation of vendors in the tendering process** shall be construed as acceptance to the terms & conditions and procedure for the **reverse auction** (*until and unless the contrary is explicitly mentioned in the deviation sheet*). This compliance also shall be deemed as participation in Reverse auction.
27. In case a bidder agrees for reverse auction in the un-priced bid but withdraws acceptance any time after tender due date & time, the EMD of such bidder may be forfeited along with rejection of offer at the sole discretion of HPCL.
28. Once Auction is started, no communication from vendor shall be entertained unless it is of the nature of any serious issue in the portal.
29. The **yellow color back ground** on RA page indicates the due date and time of respective Reverse Auction is over. (*However, this will happen only if the vendor's PC is connected to the HPCL server*). RA shall be concluded after standby period is over and auto generated mail is received by vendor.
30. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
31. The Bidder shall not divulge either his Bids or any other exclusive details of HPCL to any other party.
32. HPCL's decision on award of Contract shall be final and binding on all the Bidders.
33. HPCL can decide to extend, reschedule or cancel any Auction. If any changes are made by HPCL after the first posting and the Bidder continues to access the site after that time, it shall be presumed that the bidder has accepted the changes.
34. HPCL shall not be responsible for any damages, including damages that result from, but are not limited to negligence. HPCL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.



## Reverse Auction Procedure

1. In case HPCL decides to conduct Reverse Auction, the qualified bidders would be communicated on the same thru E-mails about the date and time of the Reverse Auction event. The Reverse auction event shall be conducted in the HPCL e-tender portal under link “Reverse auction”.
2. Reverse Auction shall be available to Bidder only after two factor authentication. Initially vendor will login to the site [etender.hpcl.co.in](http://etender.hpcl.co.in) with his Login Id and password. Thereafter they shall click on the “Reverse auction” link in the portal to view/participate in ongoing/upcoming reverse auctions.
3. Brief procedure to participate in RA:
  - I. Bidders may click on “Reverse Auction document”, and download the same to their local PC.
  - II. The downloaded document shall be digitally signed and uploaded after the RA event becomes active”. The signed document may be kept ready for upload beforehand.
  - III. Click on the Check box followed by “Participate in Reverse auction”.
4. HPCL will display Start Bid price i.e., **Bench Mark** price which shall be the **lower** of the {price bids submitted by the bidders on the e-procurement portal i.e. ‘Bids opened for RA event’ **or** HPCL’s in-house estimate}, which shall be visible to all the vendors at the start of the Reverse Auction.
5. HPCL shall specify the minimum amount/percentage by which the bidders can reduce their bids at a time on the Reverse Auction Portal. This amount is referred as the ‘bid decrement factor’ and shall be specified by HPCL.
6. Bidders shall start bidding from this Bench Mark Price. The bidder can bid lower than the prevailing Lowest Bid at any time during the event by one decrement or multiples of the Bid decrement.
7. In case the “SUBMIT QUOTE” button is not enabled after a few seconds of clicking, vendors are urged to **Re-Login** to the page for viewing the latest **leading bid** and submit fresh quotes. *The process takes less than a few seconds.*



## Hindustan Petroleum Corporation Limited

8. The bidder shall be able to view the following values on his screen along with the other necessary fields in the Reverse Auction:
  - Item-wise Leading Bid in the Auction (Delivered Cost)
  - Bid Placed by bidder (Delivered Cost)
  - Bid value contemplated by bidder before submission(Delivered Cost)
- 34.8.1. Bidder can reduce his bid repeatedly during the auction period
9. Bidders shall be provided information on item wise pro-rated reduction in the rates, for guidance.
10. The **confirmed bid** submitted by vendor during the RA process shall always reflect in the "**Previous Bid**" field only (red font). The field "**Current bid**" shall display the contemplated bid value and "**Leading Bid**" shall show the current lowest bid value as submitted by any of the vendors.
11. The Closing Price(s) offered by the bidders at the conclusion of the Reverse Auction shall be valid for a minimum period of 30 days or as mentioned in tender, from the date of conclusion of the Reverse Auction.
12. After the Reverse auction is over successfully and closed by purchase officer, vendor can witness the lowest rate submitted by other vendors in "Witness bid opening" link.
13. In case of Item-wise evaluation tenders, any or all items may undergo Reverse Auction separately at the discretion of HPCL.
14. In case of Schedule-wise evaluation tenders, any or all schedules may undergo Reverse Auction separately at the discretion of HPCL.
15. In case of **SOR type tenders**, where vendor has quoted a single percentage plus or minus against the offered rate, the decrement shall be applicable on the **bench mark value on base of 100** (i.e. it could be 107 in case of plus 7% or 94 in case of minus 6 percent). This value shall be delivered cost i.e. inclusive of taxes and loading factor.
16. HPCL reserves right to conduct single reverse auction for multiple items with separate decrement option.
17. Vendor shall have option to participate in multiple reverse auction if it is scheduled at the same time.



# Hindustan Petroleum Corporation Limited

18. Successful vendor shall be required to submit the final prices digitally signed and uploaded as token of acceptance without any new condition other than those already agreed to before start of auction.
19. Vendors may seek telephonic guidance before or during the Reverse auction process from Helpdesk support, between **8.00 AM to 8.00 PM** on any working day, except Sundays and Public holiday.
20. The **Helpdesk Phone No** is prominently displayed in the Home page of Eproc Vendor portal - <http://etender.hpcl.co.in/eProc/VendorLoginInput.action>

## E-Reverse Auction procedure for POL Transporters Tender

In case the **Reverse auction** is carried out for **POL transport tender**, the following procedure, terms and conditions shall apply over and above the other RA terms and condition. In case of any contradiction between the “RA procedure for POL transport tender” and “RA terms and condition or procedure” the provisions of “RA procedure for POL transport tender” shall supersede the latter.

- I. The Tender for POL transport shall be floated with two covers Technical Bid and Priced Bid.
- II. Bidders will have option to upload their complete truck details in Excel format (converted to pdf) during bid submission.
- III. There will be system based validation to ensure that bidders quote their rate for each sector only within the specified priced band.
- IV. At techno-commercial evaluation stage, user department will be able to accept or reject trucks based on tender criteria. There will be feature to reject bidders also based on tender criteria.
- V. Post completion of Techno-commercial evaluation, there will be option to
  - a. Open Priced bid and generate Recap, followed by 2nd layer Recap for Truck ranking.  
OR
  - b. Configure Schedule wise Reverse Auction (Separate RA for 12KL and 18KL capacity)
- VI. RA shall commence with benchmark price which is **lower** of the two - {Estimated rate or L1 rate}. RA decrement shall start from previous bid of bidder.
- VII. In the proposed RA process, bidder will get to see his quoted rate for each of the line items for a schedule, with option to reduce rate in any of the line items individually or all.
- VIII. Line item wise **Leading Bid**(rate) will be displayed dynamically on the Screen.
- IX. Bidders will **not** be allowed to quote below the **Lower Price band** for each line item, configured in the tender.
- X. Subject to IX above, Bidder will be allowed to bid **lower** than the **leading bid** for each line item of the Schedule and his bid will then become **leading bid** for that line item.



# Hindustan Petroleum Corporation Limited

- XI. Additionally, bidder will also get option to submit his bid **lower** than his **Previous bid** for each line item, even if it is **not lower than the leading bid value**.
- XII. RA shall be configured for a period of one hour and may get extended by 5 minutes in case any bid **lower** than prevailing **lowest bid** for any line item is received in the last 5 minutes.
- XIII. In case, one of the bidders have already quoted at the lowest of the band for all line items within the first 55 minutes of the RA event, there will be **no extension of RA**, even if bids are submitted in the last 5 minutes of RA event. However, the RA will be open for full one hour for other bidders to quote lower than their previous bid, in order to improve their rank.
- XIV. Bidders will be allowed to match line item wise lowest of the band, even if one of the bidders have previously quoted at the lowest of the band for the line item.
- XV. At the end of Reverse auction, there shall be option to close RA event. In such case, system generated **recap** can be obtained providing the ranking of all bidders.
- XVI. In case, there is no participation from any of the bidders during RA process, there shall be option to cancel the RA event and go for opening of Priced bids followed by System generated Recap.
- XVII. There shall be feature to postpone or extend the RA, based on user requirement or in case of exigency.
- XVIII. The "Set of L1" shall be identified from the **system recap** based on the **net outgo** to the Corporation and the total number of tank trucks required as per the tender.
- XIX. In case the total No of trucks required are lesser than No of trucks offered by Set of L1, the truck sub ranking clause shall be utilized to limit induction of trucks up to tender requirement.
- XX. Post identification of Set of L1 bidders, either of the following process to be carried out with these selected bidders
  - a. Offline **Counter offer** to these bidders to match lowest rate or reduce from their quoted rate.
  - b. **Counter offer** through Online platform, to selected bidders, to match lowest rate or reduce from their quoted rate







<b>TENDER INSTRUCTIONS</b>				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	TENDER INSTRUCTIONS	1. TENDER INSTRUCTIONS - RETAIL AUTOMATION.pdf	-	No
2	PURCHASE PREFERENCE	PP_Divisible_Sept 2021.pdf	-	No



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**(A GOVERNMENT OF INDIA ENTERPRISE)**  
**CENTRAL PROCUREMENT ORGANISATION-MARKETING**  
9<sup>TH</sup> FLOOR, A WING – MARATHON FUTUREX BUILDING,  
LOWER PAREL, MUMBAI - 400 013  
PHONE # 022-23030076,  
WORKING TIME: 9.00 AM TO 5.00 PM  
(EXCEPT ON SATURDAY/SUNDAY/PUBLIC HOLIDAYS)

**Public e-Tender No - 21000795-HD-10157**  
**(AUTOMATION OF RETAIL OUTLETS)**

**DUE DATE FOR SUBMISSION OF ONLINE BIDS: 11.01.2022 @ 1500 Hrs.**

**Contact us-** IN VIEW OF LOCKDOWN, HELPDESK IS NOW AVAILABLE WITH LIMITED RESOURCES FROM 1000 HRS TO 1800 HRS ON MOB NO 8080429356 or 7666971998 or 9082727597 or 8291666749 or 9004219971.  
ALTERNATELY VENDOR MAY SEND MAIL ON [eprochelpdesk@mail.hpcl.co.in](mailto:eprochelpdesk@mail.hpcl.co.in).



## TENDER INSTRUCTIONS & PRE-QUALIFICATION CRITERIA (PQC)

### e-TENDER

This is an e tender and completed tenders in all respect should be submitted on-line only at website <https://etender.hpcl.co.in> by the tender due date / time. Bids (Unpriced Bid & Priced Bid) shall be opened on-line. As this is an e-tender, bidders may witness the opening of tender at all stages of tender processing by remote log in into the above portal at the comfort of their offices.

For technical queries, please contact:

Mr Hemant Kakde  
GM-Retail Automation  
Retail SBU, HQO  
Email: [hkakde@hpcl.in](mailto:hkakde@hpcl.in)  
Ph # 022-22010409

Ms Yashika Jain  
Asst Manager – Retail Engg  
Retail SBU, HQO  
Email: [yashikajain@hpcl.in](mailto:yashikajain@hpcl.in)  
Ph # 8982876172

For commercial queries, please contact:

Ms Pallavi Jhingran  
DGM-Category Management  
CPO-Marketing  
E-mail: [pallavijhingran@hpcl.in](mailto:pallavijhingran@hpcl.in)  
Ph# 022-23030303

Ms Radhika Mahto  
Sr Manager – Category Management  
CPO-Marketing  
E-mail: [radhikamahto@hpcl.in](mailto:radhikamahto@hpcl.in)  
Ph# 022-23030081

### EARNEST MONEY DEPOSIT (EMD): NIL

**EMD will not be applicable for this tender.** However, you are required to submit the duly signed and sealed "**Bid Security Declaration**" on your letter head along with your offer. Bid Security Declaration format is attached.

Kindly note that wherever Retention Money has been referred in the tender, it will be calculated at **3% instead of 10%**. Similarly, PBG & CPBG amount shall also be read as 3% instead of 10%.

Completed tenders in all respect should be submitted on-line at website <https://etender.hpcl.co.in> by the tender due date / time. Unpriced (Technical) bids shall be opened on-line

As this is e-tender bidders may witness the opening of tender at all stages of tender processing, by remote logging into the above portal at the comfort of their offices.



### Existing HPCL Vendors:

Please log in at site (<https://etender.hpcl.co.in>) and respond to the tender. Please note that this is an on line tender and on line response submitted at site (<https://etender.hpcl.co.in>) shall only be accepted. For submitting on line response Digital Certificate / Signatures (Class III) shall be 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 AS GIVEN IN THE SUBJECT ABOVE AND CORRESPONDING BILL TRACKING SYSTEM (BTS) PASSWORD TO BID FOR THE TENDER. In case of any difficulty in logging or in case you do not have the BTS password, 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 **8AM to 8 PM** (except public holidays) Pls. refer to help link after logging in, in case you are new to e-Tender.

### Non HPCL Registered Vendors:

In the portal (<https://etender.hpcl.co.in>) you have to bid thru temporarily Registered User option by selecting the radio button: New Users Click here for temporary registration.

### Check list for Bidders:

#### **1. Following documents are to be uploaded as a part of Pre-qualification of Bid:**

- Supporting documents towards bidder's qualification criteria (work orders, completion certificates, and turnover statements duly notarized)

#### **2. FOLLOWING DOCUMENTS ARE TO BE UPLOADED AS A PART OF TECHNICAL BID:**

- Duly filled, signed and stamped **Integrity Pact** document also signed by two witnesses. **Non submission of this document shall make the bid liable for rejection.**
- Duly filled Declaration for non-black listing
- Duly filled Declaration for relatives in HPCL.
- Duly filled Bid Security Declaration
- Duly filled, Deviation template provided in the portal. If there are no deviations, then nil deviation radio button shall be selected. *Deviations mentioned by the bidders anywhere else in the tender other than in Deviation Template provided in the e-tender portal, shall not be considered. No further correspondence on this shall be entertained at any stage.*
- Agreed terms and conditions sheet.
- Various statutory docs like GST Registration certificate for Indian Bidders.
- Additional Data as sought in the tender documents

**Unpriced bid containing rates shall make the bid liable for rejection.**



The Bid and all supporting documents submitted and all correspondence whatsoever exchanged by Vendor and HPCL shall be in English language only.

**Pre-Bid meeting is scheduled for this tender. Details of the Meeting are attached as Annexure I.**

Price Bid (Online) shall contain only the rates. Price bid shall not contain any data, conditions etc. other than the rate. Any conditions, data given in priced bid will be ignored and not considered.

The Bid and all supporting documents submitted and all correspondence whatsoever exchanged by Vendor and HPCL shall be in English language only.

**BID EVALUATION CRITERIA:**

Bids will be evaluated on **OVERALL LOWEST NETT DELIVERED COST TO HPCL BASIS**. Quoted rate shall be inclusive of all components viz. packing charges, loading unloading charges, insurance, Third party Inspection Charges, transportation to site etc. if any.

Bidder should quote applicable rate of GST as per GOI notification against each line item.

**ORDER DISTRIBUTION CRITERIA:**

Purchase Orders will be distributed between overall L1 & L2 bidder in the ratio of 60: 40 (2100:1400), subject to L2 matching the L1 rates. However, if L2 does not match L1 rates, 40% of quantity will be offered to L3, L4, L5, L6 sequentially in order of ranking for matching L1 rates. Order for 40% quantity will be placed on the vendor matching L1 rates, in the order of original ranking.

If no bidder matches the L1 rate, then tender will be re floated for 40 % of quantity.

Purchase preference will be applicable for eligible NSIC/MSE & PPLC Vendors as per prevailing policies of Government of India.

Kindly note that Common FCC/BOS application (Line Item No. 24) is to be developed by L1 vendor. Purchase order For Line Item Nos. 24 to 29 will be placed on L1 bidder only. Bifurcation of 60:40 is not applicable to Line Item Nos. 24 to 29 of the tender. For all other line items, bifurcation in ratio 60:40 will be applicable.

Selection of locations (Regions) for bifurcating the quantities as mentioned above (L1 / L2 / MSE / PPLC) shall be at the sole discretion of HPCL and HPCL's decision in this regard shall be final and binding on all bidders.



The job will be divided between L1 & L2 bidders in the ratio of 60:40 to the extent possible, subject to availability of balance quantity after applying Purchase Preference to eligible PPLC (Class - 1 Supplier) & MSE bidder.

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

**Undertaking as per Attachment 1 – mentioning the percentage local content has to be mandatorily submitted by all the participating bidders.**

Pls. refer enclosed document for Purchase Preference for further details.

Traders and Agents shall not be allowed to avail the benefits extended under Purchase Preference Policy.

#### **FIRM RATES:**

The rates shall remain unchanged till the expiry of Contract and no Revision of Rates shall be entertained from parties for any reason. No Escalation / De-escalation of rates are applicable.

#### **VALIDITY OF 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. Corporation reserves the right to take action as deemed fit, including putting the bidder under suspension / holiday, in case of withdrawal of Offer at any stage, non-acceptance of LOA / PO or any other breach of Tender terms and conditions.

#### **BIDDER FROM A COUNTRY THAT SHARES LAND BORDER WITH INDIA**

Orders issued by the Government of India restricting procurement from bidders of certain countries which shares a land border with India [Rule 144(xi) of the General Financial Rules (GFR) 2017] shall apply to this Tender.

- 1) Any bidder from a country which shares a land border with India (ref. <https://mea.gov.in/india-and-neighbours.htm>), excluding countries as listed in the website of Ministry of External Affairs (ref. <http://meashboard.gov.in/indicators/92>), to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries', shall be eligible to bid in this tender only if the bidder is registered (ref. <https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>) with the Registration Committee constituted by the Department

for Promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose certificate in this regard in the Bid Form.

- 2) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 3) "Bidder from such Restricted Countries" for the purpose of this clause means:
  - (a) An entity incorporated, established, or registered in such a country; or
  - (b) A subsidiary of an entity incorporated, established, or registered in such a country; or
  - (c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - (d) An entity whose beneficial owner is situated in such a country; or
  - (e) A natural person who is a citizen of such a country.
- 4) The beneficial owner for the purpose of (3) above shall be as under:
  - (a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
  - (b) Explanation-
    - (i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
    - (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
    - (iii) In case of an incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
    - (iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
    - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
    - (vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.



## 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

## PAYMENT TERMS

Vendors have been facilitated to submit digitally signed invoices through the Vendor Bill Tracking System (BTS) Portal effective 01.10.2020. Pls. refer the user manual outlining the process hosted on BTS portal for further details.

Payments will be made against bills certified by the HPCL Engineer-in-Charge/Site-in-Charge within 15 days from the date of receipt of the bill and all other related documents in line with the timelines mentioned in this Tender Document.

**Technical Bid containing rates shall make the bid liable for rejection for all bidders.**

**HPCL reserves the right to solicit documents/additional documents to verify the eligibility of bidders for Bids qualification during any stage after opening of technical bid. HPCL also**



**reserves the right to seek clarification on taxes (GST)quoted by the bidders and to correct/load appropriate tax rates as required and evaluate bids accordingly.**

#### **REVERSE AUCTION**

HPCL reserves the right to conduct **Reverse Auction** (RA) for this tender. Bidders are requested to confirm willingness to participate in reverse auction. Please note that non acceptance of participation in reverse auction may lead to rejection of bids without any further evaluation.

Reverse Auction will be conducted on Net Delivered Cost Basis (i.e. Excluding GST). If the GST quoted by all the bidders is same, then Reverse Auction will be conducted on Gross Delivered Cost Basis (i.e. Including GST).

If the rate of GST quoted by the vendor is found to be lower than that of the actual rate of GST at the time of placing purchase order, PO will be placed with actual rate of GST by deducting the differential increase in amount of GST (i.e. difference between actual GST rate and vendor's quoted rate of GST) from the basic cost of bidder. However, total delivered amount will be kept same as quoted by the vendor.

Reverse Auction will be conducted only in case of two or more techno-commercially qualified vendors are available after Techno-Commercial Evaluation of all the bids submitted against this tender. If two or more techno-commercially qualified vendors are not available, price bids will be opened on normal mode and L1 will be finalised. Hence vendors are requested to quote their most competitive price in the online price bid.

#### ***Verification of Original Documents:***

***All the participating bidders shall provide copies of all the necessary documents along with the bid. However, all the bidders or their authorized representatives are required to be present at HPCL Office on the informed dates along with the original documents submitted for Bid Qualification- Financial /Technical and other techno-commercial documents for the verification/clarification by HPCL. Offers of Vendors who fail to submit the Original documents on demand shall be liable for rejection.***

**Grievance Redressal Mechanism:** Details of this grievance redressal mechanism is available on the Corporation's Website- [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com).



## PRE QUALIFICATION CRITERIA

The bidder must fulfill all the following conditions to get technically qualify for the tender:

The bidder must submit evidence of having the following experience:

- A. Similar Work: Bidder should have supplied, installed and commissioned automation system using solid-state forecourt controller technology integrated to automatic tank gauging system (ATG) & Dispensing Units. If Bidder is a manufacturer of solid-state Forecourt controller and have integrated their system with ATG and DUs , they are also acceptable.

Copy of Invoices raised along with work completion letter from the client, duly notarized, should be submitted in support of the above & as proof of satisfactory performance of the vendor during the said period of contract. However, ongoing orders vendors may submit copy of invoices raised along with certificate from their chartered accountant duly notarized showing order No. and amount received against the order date wise for meeting pre-qualification Technical criteria.

Note: Retail Automation jobs executed with PC based forecourt controllers shall not be considered as 'similar work'.

- B. Bidder should also have successfully carried out and completed similar work as defined under "A" above during the last 7 years ending 30.11.2021 as follows:

Three similar completed works as defined under "A" above, each costing not less than Rs 17.54 Cr.

OR

Two similar completed works as defined under "A" above, each costing not less than Rs 21.93 Cr.

OR

One similar completed work as defined under "A" above costing not less than Rs 35.08 Cr.

In case of orders placed in currency other than INR, the equivalent INR value as per the currency conversion rate (RBI reference rates) prevailed on the date of Purchase order/contract document shall be considered for the purpose of Technical evaluation as per above criteria.

- C. Bidder needs to have their software development/support center for automation works covered under this tender with adequate manpower in India, to support the Urgent needs of software changes(as and when required by HPCL). Vendor needs to confirm the same with details of such center address details along with details of manpower while submitting the bid. Bid will be rejected if such details are not provided by the bidder.



#### PQC-FINANCIAL CRITERIA:

Bidder should have achieved the average annual financial turnover (TO) of Rs. 13.15 Crores during the last three financial years (i.e. 2018-19, 2019-20, 2020-21). The copies of audited balance sheet and profit & loss account duly notarized showing the Annual Turnover must be submitted along with the un-priced bid as a proof.

In case where the audited result for the last financial year,i.e.,31st March 2021 as on date of submission of the tender is not available , the audited results of three consecutive financials years preceding the last financial year shall be considered for evaluation the financial parameters subject to submission of a certificate signed by CEO/CFO/Partner/Proprietor of the bidder stating that the financial results of the last financial year of the company/Firm are under audit as on the duedate of submission of the bid.

Average turnover shall be determined by summing up the annual turnover of each financial year and dividing the sum by three. In the event a bidder does not have any turnover in any one or two of the years of the stated Financial years, the turnover for that/those years shall be taken as zero and the average turnover shall be calculated to determine the conformity to the turnover criteria.

Bidders must meet both the above criteria i.e. Technical and Financial to be eligible for this tender. Offers of bidders not meeting Bid Qualification Criteria Technical or Financial shall be rejected.

**Note: For Technical Criteria and Financial Criteria, PQC will be relaxed by 15% for Micro and Small Enterprises, subject to meeting the prescribed quality and technical specification of the tendered items/services.**

#### Bidders may also bid under following categories:

- A. 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.

- B. 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 or foreign companies;

C. 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 on individual / combined basis.
- 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.
- 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 PPLC 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. However, the Indian subsidiary / affiliate must meet at least one of the PQC, either Technical or Financial.

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)."

For meeting Technical criteria, parties need to submit notarized copies of Work Orders / Contract Agreements and Completion certificates issued by clients. Towards Financial criteria, parties need to submit notarized copies of Audited Profit and Loss account statements duly certified by Chartered Accountants. All the documents that are submitted in support of Bid Qualification Criteria, shall be in English and notarized. Those documents which are not in English shall be translated and certified by competent authority.

Offers not meeting the technical and financial criteria as stipulated above shall be rejected.



Tender No. 21000795-HD-10157 (Automation of Retail Outlets)

---

Service Network :

Bidder must have effective service / support network at major Indian cities / towns, manned by qualified and experienced personnel with requisite inventory of spare parts / components to fix any problem arising at any of the locations concerned. Efficacy of solution in typical Indian operating conditions, Quick response and fix time, 24x7 operations, remote diagnostics, call center / help desk support are among the desired factors.

Bidders to furnish all details of their support network, brief profile of the service personnel, their infrastructure, inventory of spare parts and the response time to rectify a fault arising out of the system.



Tender No. 21000795-HD-10157 (Automation of Retail Outlets)

Annexure I

**PRE BID MEETING – TENDER NO. 21000795-HD-10157**

Pls. note the following details to join the Pre Bid meeting for the subject tender thru Zoom:

Topic: PRE BID MEETING - TENDER NO. 21000795-HD-10157 – AUTOMATION OF RETAIL OUTLETS

Time: Dec 30, 2021 11:00 AM Mumbai, Kolkata, New Delhi

Join Zoom Meeting

<https://hpcl-in.zoom.us/j/93406254230?pwd=ZXYyaXJ2QTNSTmxaOW9DdFdLS2tFZz09>

More Ways to join:

Web Browser –

<https://hpcl-in.zoom.us/j/93406254230?pwd=ZXYyaXJ2QTNSTmxaOW9DdFdLS2tFZz09>

Meeting ID: 934 0625 4230

Passcode: 126963

## **PURCHASE PREFERENCE - MSE**

The MSE bidder shall be entitled for benefits under the Public Procurement Policy as per the details mentioned below :

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

Note :

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

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

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

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

MSE bidder shall submit the following:

- i. A copy of MSE Registration Certificate as a documentary evidence that the bidder is a registered Micro or Small Enterprise.
  - ii. If the MSE is owned by SC/ST Entrepreneurs, the bidder shall furnish appropriate documentary evidence in this regard.
  - iii. The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
- a. If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the Public Procurement Policy (PPP), 2012 along with amendments notified vide Government of India Gazette from time to time.

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

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

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

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

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

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

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

### **Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Procurement :**

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

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

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

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

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

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

#### **Goods:**

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

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

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

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

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

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

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

### **Services / EPC Contracts:**

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

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

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

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

### **Determination of LC**

#### **LC of goods**

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

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

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

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

#### **LC of Service**

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

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

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

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

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

## **LC of EPC Contracts**

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

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

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

## **Calculation of LC and Reporting**

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

## **Certification and Verification**

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

### **At bidding Stage :**

#### **a. Local Content**

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

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

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

### **After Contract Award:**

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

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

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

**Sanctions:**

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

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

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

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

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

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

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

**UNDERTAKING****ATTACHMENT -1**

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

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

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

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

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

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

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

Place:

[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.)

**TENDER DOCUMENT**

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	TENDER DOCUMENT	Tender Document.pdf	-	No



## Section A

1

# INTRODUCTION & PROJECT BACKGROUND

### About HPCL

**HPCL is a Government of India Enterprise with Maharatna Status, and an S&P Platts Top 250 Global Energy Company, having about 24% marketing share in India among PSUs and a strong market infrastructure.**

**For more information, visit our website: [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com)**

### About HPCL Retail Network

Hindustan Petroleum Corporation Limited (HPCL) has over 19,000 strategically located petroleum retail outlets, about 40% in the cities and balance on the highways and rural markets. All these outlets are either company owned dealer operated (CODO), company leased dealer operated (CLDO) or company owned company operated (COCO) or its variants. HPCL has branded its select retail outlets as **Club HP** on the brand promise of outstanding customer and vehicle care. For more information, please visit our website at [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com)

The main objective of Retail Automation is to provide correct Quality and Quantity to customers with Customer Relationship Management through confidence building by eliminating manual intervention, increasing the speed of transactions & operations and direct interaction with the customer. In addition, such initiative enables HPCL to monitor / analyze product stock & sales of retail outlets and control retail fuel price effectively and efficiently. This also supports the enhancement of various 'Club HP' brand in addition to increase in sales of all products and services. Hence Retail Automation System is based on the **Good Fuel Promise** context in line with the international practice of quality assurance through quantity checks.

HPCL has embarked upon the process of setting up retail automation system at select outlets in a phased manner and as a scalable system. This tender is being floated to cover additional outlets under retail automation, which are/ will be newly commissioned or revived as well as to replace existing old automation systems provided in initial phases as explained further in this document.

## **Existing Infrastructure of HPCL Network**

The list of equipment and facilities at a typical HPCL retail outlet are as follows:

### **Dispensing Pumps**

- HPCL outlets have electronic dispensing pumps supplied by Indigenous as well as foreign manufacturers like GVR, MIDCO, Tokheim, Tatsuno etc. The dispensing pumps can be single/dual / quads /non-space or other variants like STPs.
- An outlet may have a mix of conventional/MPDs of different brands including 1x2, 2x4, 3x6 & 4X8 (Product x Nozzle).
- The retail outlets may also have 2T Pre-mix & Post-mix dispensers, having facility to dispense fuel along with additives in fixed / variable standard percentages of the volume of fuel dispensed.
- Typically, one outlet would have multiple DU's from among a maximum of 4 different makes / brands / protocols.

### **Bowser Loading facility**

Some HPCL outlets are having Bowser loading facility with flow meter for Door to Delivery of fuels or it is being planned. Automation vendor has to integrate the flow meter in use at such outlets with automation system at no extra cost. Similarly, vendor need to integrate all such flow meters /other measuring meters with automation system at any outlets where HPCL adds the facility during the course of warranty /CAMC period at no extra cost. Software used by the vendor should be capable of integrating such flowmeters. Bidder has to take into account the cost of hardware etc for approximately 15% of the order quantity (outlets)while quoting the rate as no extra cost will be paid for the same. Make & Model details/Protocol details of equipment will be shared with the successful bidder.

### **Underground Tanks**

- Underground storage tanks are installed in earth / brick masonry pit covered by RCC.
- The tanks are cylindrical with 9/14/16 /22/ 35/45 or 70 KL capacity.
- The tank openings for delivery, suction, dip and vent lines are mostly independent openings with the pipelines fastened to the tank body using screw type reducer bushes on a 2 - 3" opening.
- Each outlet will typically have 3 – 5 underground tanks for fuel storage.

## **Sale of dry stocks**

Dry stocks in packed form are sold from the forecourt as well as the sales room. These are lubricants, auto accessories and specialties (a Maximum of 200 Stock Keeping Units - SKU). Dry Stock Management at the RO is about stock management of various grades of Lubes & other items. Requirements of dry stock management is to be built in Automation system .Lube stocks/transactions to be stored in ROB/HOS.

Detailed requirement of Dry Stock Management will be provided later. Vendor has to integrate the same without any additional cost impact to HPCL.

## **Card acceptance and credit accounts**

Currently HPCL outlets have EDC (Electronic Data Capture) terminals of various brands provided by HPCL appointed Banks (subject to change as per business requirements) for accepting credit/Debit cards.

HPCL has also running closed loop prepaid program called Drive Track Plus and wallet based Mobile application called HP Pay as convenient payment mechanism for the customers. Contact chip based smart cards / Magstripe cards are used for loyalty transactions for Drive Track Plus. The reading is done through secure terminals provided by the loyalty solution provider at the fuel outlets apart from QR code for Mobile app.

Outlets also have local credit account holders who transact through paper coupons.

## **Convenience Stores**

Some retail outlets have convenience stores with food & grocery products stocked in 5000 to 6000 SKUs. The C-store system is optional for integration at a later stage & is out of the scope of the current tender. However, the solution should be capable of supporting this functionality as an add-on feature as part of Back Office System/Combo FCC, as & when future requirements arise. No additional hardware is required at this stage. Payment for additional hardware if any will be considered at the prevailing market rates by HPCL.

## **No Automation No Operation (NANO)**

Automated outlets will be operated as NANO, so that if any DU goes offline, that particular DU will not be in operation or if FCC goes offline, none of the dispensers will be in operation. Similarly, if any one / more of the ATG probe(s) fail to operate, the respective nozzles mapped to those tanks shall not operate. Briefly, the normal operation of outlets will be affected in case the automation system components, out of which FCC & ATG system being the most critical, are down. The outlets automated, as a part of this tender shall have NANO feature inbuilt in the logic.

Bidders are to enable the same and ensure that breakdowns are attended on a war footing, as per the SLA's detailed further in the document. No lapses, due to whatsoever reasons, shall be acceptable, that result in loss of sale for HPCL & each of such instances shall be subject to penalty as mentioned elsewhere in the document.

Further, vendor has to ensure matching of Daily Sales Report, Field Officer Inspection Report, Tank Stocks & Ullage & other reports & figures generated from Retail Automation system with those of Manual entries, figures & calculations. Same to match in CHOS also.

### **Integration to Central HOS:**

All the automated outlets shall be connected to monitoring Central Head Office Server at Data Centre (CHOS) for monitoring sales, stocks, ullages, health of the system components & call status at each outlet, inter-alia other features. CHOS will be used to enable/disable interlocks at the connected outlets and for many other web services required for business requirements from time to time. The CHOS reports shall be used for monitoring equipment performance and vendor performance, calculating the down time/up time of the automation system & form basis for assessing the performance of the vendor vis-à-vis expected SLA's, as laid down in the document. This will also be used for accessing VSAT & alternate technology link (for connectivity) performance & connectivity.

The successful bidder(s) should integrate the system implemented by them to the central server application, router at the outlets through vendor server at the HPCL data center through secure data transfer, as per the message formats / other information provided to them by HPCL. Further details shall be provided to the successful bidders only.

L1 Vendor who will develop common FCC / BOS application to ensure that CHOS IS A REPLICA OF FCC, which means that all transactions in FCC shall be transferred to CHOS. These transactions include tank inventory, transactions and other information through dispensing units/flow meters, alarms etc. FCC/Automation system should be developed in such a way all the parameters in Automation system at FCC level can be fully controlled/modified from CHOS.

## **TENDER**

### **Objective**

The objective of the enquiry is to obtain tender from organizations (hereinafter called 'bidders' or 'vendors') to supply, install and support end to end latest retail automation system at retail outlets as well as for replacing existing automation system of initial phases as directed by HPCL.

Bidder's proposal should respond to various sections of this tender document including Basic Requirements, Profile and Other Requirements. In addition to this response, Bidders may be required to make a formal presentation of the proposal to HPCL.

### **Scope**

This TENDER enquiry expects respondents to:

- Study & Understand the details of retail outlet site conditions at HPCL outlets
- Understand functionalities & business requirements expected by HPCL for the automation systems.

- Understand broad/generic technical requirements of the hardware / software for the system.
- Supply, install / implement and support end-to-end latest retail automation system at new retail outlets as well as at existing retail outlets by replacing old & obsolete automation System and integration with Central Head office Server (CHOS).
- Disconnection of old Retail Automation System, proper stacking as directed by HPCL will be in the scope of the vendor. No additional cost will be paid for this.
- Components of old Automation systems is property of the HPCL and to be handed over to HPCL. Letter to be obtained from HPCL officer /dealer towards this specifying in details parts handed over. This letter to be submitted to respective HPCL Regional office while claiming payment for power on.
- ATG probe/s required at the outlet will be supplied and installed by the vendor as per the rates, specifications & terms & conditions of this tender, only for the ATG not in working condition. Vendor can also replace the existing working ATG, if required for upgradation purpose, at their own cost
- Existing replaced non-working ATG probes & consoles, is the property of HPCL. Vendor need to dismantle & stack these probes & consoles carefully at a designated place as directed by HPCL as explained above. It is proposed to carry out the upgradation at 10% of the order quantity(outlets).

Static IP connectivity may not be available at our retail outlets. Some of the Internet service providers may not allow ports to be opened. However, in all circumstances desired functionalities mentioned in this FDS, including remote management and remote view should be provided. In case any third party licensed software is used to access the RO by vendor, the same facility needs to be extended to HPCL User(s) also with full access to right.

For POWER ON, vendor has to ensure that all data like transaction data , FOIR, price change data, Tank details/Pump Details, k factor, pump error logs etc. is pushed to CHOS

## **Schedule**

This tender is to place Standing Purchase order with validity of two years and scope covers supply, installation , implementation, commissioning , training, factory and site Acceptance Test (F/SAT), one year warranty and five year post warranty AMC for the total solution including all hardware, software, materials, services and support etc. for automating intendent no. of HPCL's retail outlets throughout India and associated Head Office System integration on a central server accessible over internet / intranet, housed in HPCL data center. All necessary dismantling, cabling / wiring / sockets and allied infrastructure conforming to respective quality / standard norms are also included in the scope of this job.

HPCL intends to install automation system at their retail outlets spread all over the country including networking & integrating the system at each retail outlet to a Head Office

System, which shall be a web-based application on a central server on HPCL intranet for remote access over internet as well over a secure connection through IPsec / VPN tunnel. The project will be awarded as under:

L1: 2100 outlets (60% of total quantity)

L2: 1400 outlets (40% of total quantity), subject to matching of L1 rates.

## Completion

- One month for FAT (Factory acceptance Test) including development of Common FCC/BOS from the date of PO/LOI whichever is earlier. For L2 vendor, will get additional 15 days for integration after finalization of Common FCC/BOS software.
- Two Months from the date of site allocation /call up, whichever is earlier for dismantling , stacking of old Automation system and achieving “Power On”
- 1 month extra from the date of power on for SAT.
- In case of only supply of ATG Probes, Completion Period will be Six weeks from the date of call up.

**Note:** for the purpose calculating Price Reduction (Liquidated damages) on completion schedule:

Automation at the outlet would be treated as complete if automation is completed (Power On) with NANO, Data is transferred successfully to HOS for at least 7 days continuously and all the dismantled material are handed over to HPCL. Stock reconciliation in CHOS to tally with FCC for completion of SAT and FCC to tally with that of physical one at the outlet.

Payments will be made as per the completion of milestone defined in tender. Warranty will commence only after successful completion of SAT and punch point's clearance only.

In case of any delay in completion of schedules mentioned above, liquidated damages will be deducted for the unexecuted quantity. Unexecuted portion of the job means balance deliverables and milestone to be completed.

Note: List of outlet/s will be provided to the successful vendor along with the call-ups.

The broad chronology of the work execution should be as follows:

- Submission of Complete Functional Design and Data Sheets to HPCL including QAP (Quality Assurance Plan)
- Approval of FDS & data sheets by HPCL
- Approval of prototypes of all critical equipment including its functionality.
- Factory Acceptance Test
- Inspection of Materials in Factory premises, labs etc.
- Material Receipt at sites
- Dismantling of old automation System, stacking & handing over to HPCL.
- Mechanical Completion of the entire automation system at sites
- System Power Up & Integration to Head Office System

- Observation Period prior to SAT
- Hands on Training at Outlets & regional offices
- Pre-SAT / System handover Training
- Site Acceptance Test
- System handover

### **“Mechanical Completion of the automation system”**

Means installation of all equipment as per approved specifications including laying of cables/ fixing of equipment, termination at both field and sales room & power supply to all equipment.

### **“System Power On”**

Refer to the status when automation system would establish communication link with all devices, carrying out required performance test of individual equipment and overall system to make the system ready for keeping it under “Observation Period”.

The stage of “Power On” of the System shall be considered when the following activities are completed in the outlet:

- ✓ Installation of earthing system – HPCL will provide required earthing. Vendor to ensure that all his equipment are connected to earthing provided by HPCL and monitor status of earthing and any failure of equipment due to earthing related issues will be borne and rectified by the vendor. Vendor is required to connect and check the condition of earthing from time to time and intimate HPCL about shortcomings, if any. Connecting automation equipment to earthing is in the scope of vendor and any damage to automation equipment on account of earthing related issues needs to be borne by the vendor.
- ✓ Installation of SPD
- ✓ Installation of Combo FCC
- ✓ Installation of Monitor, Keyboard, and Mouse
- ✓ Installation of Router cum Modem, if applicable
- ✓ **Integration of Loyalty and Payment solution, Direct Integration of EDC with FCC & Dispensing units.**
- ✓ Communication of FCC with the following field equipment and details are available is on the GUI screen:
  - All ATG Probe(s) installed
  - All Dispensing Unit(s) at the outlet along with connected tanks
  - All EDC machines installed at the outlet.
  - Pylon
  - Flowmeter
  - VRS
  - Key Management
- ✓ For the ROs being declared “Powered on”, Graphic User Interface (GUI) screenshot(s) of all the integrated devices and photographs (through email) with clear identification of the specific RO for installation of earthing electrode etc., needs to be submitted to the concerned HPCL RO Office as supporting documents.

- ✓ Establishment of connectivity with HOS server
- ✓ At the time of commissioning of Automation System, Automation Vendor will ensure that all the masters are correctly generated.

### **Observation Period**

Vendor's engineer should monitor power on at each site by observing functioning of automation system in an integrated mode for 7 days. He should be physically present at the site for at least 8 hours each day for the first outlet in the region. All balance sites in the region shall be observed for 5 days with no physical presence of site engineer. The requisite system generated reports (related to 7/5 days' observation) shall be handed over to the region for further analysis and approvals.

During this period of 7/5 days the entire automation system in an integrated mode shall be put under trial and the complete system shall be observed by the vendor & HPCL region for the respective periods for the steady performance of each individual peripherals /sub-systems as well as the entire system for their respective performance parameters.

System Observation shall consist of the following activities:

1. Vendor is required to position one representative at the first outlet in any region for minimum 8 hours a day for 7 days. The vendor's representative has to make all the necessary manual entries viz. tank truck receipt entry, manual sale entry in the System, if applicable, as part of "System Observation" requirement.
2. Vendor shall verify the data consistency of all "Reports" (especially DSR, FOIR, Sales and Tank Reconciliation) for this period and shall certify for correctness of data and reports.
3. Analyze any variation in "Sales volume" by comparing "Sale recorded by Electronic Totalizers" vis-à-vis "Sale recorded through summation of transactions" being captured by the System and submit Report explaining the variation (also taking necessary action for resolving the difference if any) to the satisfaction of HPCL.
4. On commencement of Observation period, once the transaction data is made available in the System, the vendor is required to train the RO User for making him conversant with the System and its operation including various interlocks, steps for making entries of product receipt and maintenance and troubleshooting procedure including complaint logging method.
5. Vendor is required to handover the printed Bilingual (Hindi & English) User manual to the Region (5 copies) as well as to the concerned dealers in advance so as to make them familiar with the newly installed system. Necessary training format (duly approved by HPCL) has to be signed jointly with the dealer to this effect for records and it shall be forwarded to HPCL region along with "System Observation" report of the retail outlet.
6. Vendor is also required to push all transactions, stocks, alerts, logs, interlocks, alarms etc. on real time basis & the End of Day (EOD) file & Control Data to HOS Server and to demonstrate the live view of the retail outlet on one-time basis, by

connecting the RO through internet and handover the URL. All DU logs, Events, k factor changes etc. to be captured by FCC and passed on to CHOS.

Note: For demonstration of live view of the outlet and for pushing data during the Observation Period, the vendor shall make all necessary arrangement for network Connectivity.

7. On completion of "System Observation", Vendor needs to submit all reports with detailed analysis and explanation for any aberrations to HPCL regional office.
8. While forwarding the Observation Report, the vendor is also required to issue a certificate specifying that the "installation has been carried out by qualified and trained engineers, in compliance to IS/IEC 60079-25:2003 for intrinsically safe system being installed at a RO".
9. Upon receipt of the "System Observation" reports and confirmation from vendor's end specifying that "All Reports" are correct in terms of stock reconciliation, Sales, FOIR etc. and subject to its acceptance, the Observation period will be declared as "Satisfactory" by HPCL.
10. If the detailed analysis and explanation for any aberrations is not acceptable for HPCL, the vendor shall carry out the "System Observation" once again.
11. In case, the vendor for any reason turns off automation after completion of "System Observation", it needs to be communicated to HPCL.
12. During observation period, in case of any DU malfunction or in case of any issue attributable to HPCL, observation report will be accepted with remarks. Same needs to be recorded as a punch point and cleared for acceptance of SAT.

**Note: Observation period can't be completed at RO, without all DUs ,Tanks , EDCs integrated and in NANO and FOIR is matching for the period with that of physical.**

Vendor shall provide SAT schedule to the concerned HPCL Regional Office and Zonal Office at least 3 days in advance from the date of handing over System Observation reports duly accepted by region for its correctness. All SATs shall be conducted in the presence of TPI representatives at mutually agreed dates.

From the date of power on, the vendor shall provide in writing details of the pending deliverables from HPCL region and coordinate for DU /flow meter/ Pylon Price display integration with FCC. HPCL shall complete all such activities within 10 days from the date of system power on. Vendor to conduct Pre-SAT on his or her own before calling for SAT. The Pre-SAT report shall be submitted to Regional Office at the time of calling for SAT. In case any deliverables remain pending from HPCL after the said period, the vendor may go ahead with SAT and punch points may be recorded.

**SAT (Site Acceptance Test)** to be conducted at 10% sites at each region in presence of HPCL Officer. SAT at balance outlets should be conducted with approved TPI agency by the vendor.

## **Materials/ Equipment:**

- a) Prior approval of materials/equipment including make etc. is necessary from HPCL HQO for the vendor before its purchase and its actual usage. All facilities for prior inspection of materials and subsequent inspection of work by HPCL must be made available by vendor.
- b) If vendor brings defective/sub-standard materials to site, it shall be the responsibility of the vendor for its removal and disposal of the same with his own cost. HPCL shall not entertain any claim from the vendor in this account. In case the vendor fails to remove such materials within 30 days from the date of receipt of communication, HPCL reserves the right to dispose of such materials at the entire risk and cost of the tenderer.
- c) The Purchase Order quantities are indicative and hence may vary with actuals. Payments as per actual executed quantities will only be made. The vendor will not be entitled for any sort of compensation towards materials procured/ stored in excess of the ordered quantity, if any.
- d) The tenderer should not carry out excess quantities / extra items over and above purchase order unless he is asked to do so in writing by HPCL Officer. All additional/extra works carried out without written approval, will be at risk and cost of the tenderer.
- e) HPCL reserves the right to increase/ decrease the tendered quantity by +/- 25% maximum of any or every item and delete any item at any stage of work at the accepted rates. The tenderer's claim for compensation or damages because of this shall not be entertained.
- f) HPCL reserves the right to revise specifications, drawings and designs for enhancement or improvement at any stage of work. Such deviations will be adjusted at the rates contained in the purchase order or at the prevailing market rates, if the rates are not available in the purchase order.
- g) The vendor and our region engineer shall jointly take detailed measurement of works carried out at every stage of work before proceeding to the next stage as per relevant clauses of GTC.
- h) It shall be bidder's responsibility for timely procurement of all materials / equipment etc. Delay due to non- availability of any materials/ equipment will not be entertained by HPCL.
- i) The responsibility of materials and equipment brought or installed by the vendor will remain with him till completion of SAT and any claim of whatsoever nature due to any loss or otherwise will not be entertained. The contractor will have to handover completed job in its entirety in line with detailed scope defined in the subject Purchase Order.
- j) HPCL will have the right to suitably replace /alter the site, in case the RO is not suitable for automation. There are three scenarios to address: -

- Prior to material delivery—Transportation, integration etc. as per the tender specification will be in the scope of the vendor.
- After Material Delivery at site and before commissioning -- HPCL will arrange for internal transfer to a new site, vendor to commission at the new site.
- After commissioning if HPCL wishes to change RO, then HPCL will arrange for internal transfer of the material to new site. Vendor need to arrange for decommissioning of Automation equipment at the old site and commissioning and integration at the new site. Transportation of the equipment and cost of cabling towards ATG probe at new site will be borne by HPCL

Please note that no additional charges will be admissible for above three scenarios.

## **Method of work**

As stated in GTC, the tenderer shall carry out works as per directions in the purchase order. The tenderer shall not undertake on his own, any change in the specifications mentioned in the tender documents and purchase order. In case of doubt, the tenderer will refer the matter in writing and the tenderer shall carry out the item of work as per clarifications given. In case of delay in getting such clarifications, the tenderer will not be entitled for any claim on any account of idling of their labor, machinery etc. In case the tenderer carries out the work as per his own specifications not acceptable to the HPCL, the same will be required to be re-done as per the specifications given by the HPCL at the tenderer's risk and cost. In case of failure to re-do the work by the tenderer, HPCL reserves the right to get it done through any other agency entirely at the risk and cost of the tenderer.

## **Measurements & quantity assessment**

All works shall be measured as per procedure laid down in relevant standards / contract document and final payment shall be as per the measured quantities and not as per PO quantities. Vendor to submit BOM for approval for each site. Approved BOM quantities only shall be considered for payment, regardless of PO quantity.

## **Progress report of work**

Tenderer shall report and submit progress of the work weekly to HPCL. Following are to be the part of project monitoring.

- Site survey.
- BOM approval– After Site Survey, Bill of material to be submitted for approval.
- Release Order– Release orders of material for specific sites.
- Vendor shall submit all the required TPI reports / OEM test certificates. HPCL officer shall review and release dispatch clearance for the same.
- Mechanical Installation.
- Site Observation– HPCL shall have visibility to sites, under observation. Vendor shall submit observation reports for review. On successful completion of observation period, SAT call to HPCL to be given.
- SAT module – HPCL shall have visibility on sites, for which SAT call is given, SAT in progress, SAT pending, SAT completed, Punch point details of any.

## **Cancellation of order**

Refer to General Terms and conditions of this tender.

## **Works in operating Retail Outlet**

1. When the job is required in a working Retail Outlet, progress of work is likely to be interrupted because of the operations of the site. The work may at certain times have to be stopped on the instructions of our site representative. Under such circumstances, the tenderer should co-operate with HPCL to avoid hindrance to the operations of the site. The working hours will be adjusted as per the HPCL's representative, from time to time.
2. Along with works covered under this tender, other contractors may carry out tank modification works / other civil jobs (as applicable) simultaneously. The successful tenderer should extend full co-operation to such contractors and the works should be carried out in such a way without affecting the progress of works. The respective tenderer at his own risk and cost should rectify any damage caused during such execution.
3. The stoppage of work due to any reasons mentioned above shall not entitle the tenderer for any claim of compensation whatsoever for idling of labor/ machinery etc. during such interruptions.

## **Damage to existing facilities**

Any damage caused to existing facilities & equipment while carrying out the work shall be made good by the tenderer to HPCL's entire satisfaction at his own risk and cost.

## **Statutory rules and regulations**

1. The tenderer will abide by the rules, regulations, byelaws etc. imposed by the government/ semi government and other local authorities for execution of this job, as applicable from time to time.
2. Vendor shall obtain all requisite approval from CCOE (PESO) and other statutory bodies' viz. CMRI/ ERTL/ ETDC as required, at no extra cost to HPCL.
3. Vendor is required to engage a third party inspection/ certification agency, approved by PESO, Nagpur for certification to the effect that the installed and integrated system meets the explosive norms and retains explosion proof characteristics. This should be at no extra cost to HPCL. Such assessment/ certification shall be carried out as per standards/ norms prescribed by CCOE, PESO. HPCL shall facilitate the process and provide required support. This activity shall be carried out at one outlet as selected by HPCL.

## **Completion of contract**

Acceptance of a facility(s) by HPCL does not constitute completion of the contract. The contract shall be deemed to be executed in full and final only when the tenderer has fully discharged all obligations in terms of all contract documents.

## **Safety of HPCL supplied materials**

Once HPCL supplied items are handed over to the tenderer, the safety of the same is the tenderer's responsibility.

## **Security of tenderer's materials**

HPCL shall not be responsible for security of tenderer's materials/ equipment.

## **Observation of rules**

For, the contract works within the Retail Outlet, the tenderer shall have to observe all local rules for safety/ security/ gate passes etc. as advised by the concerned HPCL officials.

## **Testing of Materials/ Works**

1. The Tenderer shall carry out the various tests as enumerated in the technical specifications of this tender document and the technical documents that will be furnished to him during the performance of the work and no separate payment shall be made unless otherwise specified in schedule of rates.
2. Tenderer shall carry out all the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials at his own cost.

3. The work is subject to inspection at all times by the concerned HPCL officials / representatives nominated by HPCL. The Tenderer shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical documents and the relevant codes of practice furnished to him during the performance of the work.
4. Any work not conforming to the execution drawings, specifications or codes shall be rejected and the tenderer shall carry out the rectifications at his own cost.
5. Inspection & acceptance of works shall not absolve the Tenderer from any of his responsibilities under this Contract.

### **Safety precautions & Hot Work**

- a. Necessary safety equipment such as safety belts, helmets and any other equipment are to be positioned by the tenderer and use as per requirement.
- b. Safety distance as per CCE Rules and Oil Industry Safety Directorate shall be maintained strictly.
- c. Any casualty or damage caused to property or person by any untoward incidents while executing this contract will be at the tenderer's risk and cost.
- d. The tenderer shall also abide by hot work permits to be taken on day-to-day basis from the location as per policy of HPCL.
- e. The successful tenderer shall be responsible for observance of all conditions under the GTC with regard to safety.

### **Steps for safe working at retail outlets (whichever may be applicable):**

1. It has to be ensured that the tank is fully degassed and checked for presence of vapors with Explosive meter.
2. All major jobs shall be undertaken only under the direct supervision of the Engineering Officer or the Sales Officer concerned. In this regard, vendor shall inform in writing to HPCL RO, prior to commencement of such jobs and shall comply with the instruction from HPCL engineer regarding any work to be executed at the outlet. Clearance has to be obtained from the sales officer / dealer prior to filling of water for degassing of tank.
- 3. No hot work shall be carried out inside the retail outlet premises.**
4. All conduits laid for automation cables shall be closed at both ends with proper caps and the caps shall be removed only while actual pulling of cables.
5. No sooner, the cables are laid and terminated, the duct ends should be properly sealed to prevent any vapor from entering into the conduits under all weather conditions. Proper rodent protection measures need to be taken by the vendor.
6. While installation of probes a 2 or 3 inch opening (as applicable) is used for inserting the probe. It should be ensured by vendor that no opening in any of the

risers or the tank manhole is left open at any point of time i.e. it should be air tight and water tight.

7. Although attendant tag readers and tags are not part of current tender scope, software shall have provision of adding attendant Tag-readers and tags at a later stage at no extra cost. For fixing of Attendant tag reader, the automation vendor shall be allowed to make holes on the panel of the pump by using hand drills only. However, the panel shall be removed and taken to a safe place for drilling operation. Adequate safety precaution shall be taken while carrying out this operation.
8. Since works have to be carried out in petroleum storage and handling locations, the contractor should ensure that day-to-day operations, safety and security of the location are not affected in any way because of the works being carried out. In case of any damage to our properties due to the negligence on the part of the contractor or their workmen, the contractor will be held responsible and liquidated damages as assessed by the corporation would be recovered from them
9. Vendor is required to ensure that the PESO approved norms of the DU(s) is not tampered with while adding additional cables for communication as well as power supply to any automation equipment(s) being installed in the field.

### **Factory Assembly**

All sub-systems of the equipment shall be individually packed for dispatch. Electronic control modules of plug in type shall be removed from equipment for dispatch. Other equipment wherever possible shall be fully assembled at the factory, except for necessary dispatching splits in cabinets.

### **Warehousing & staging:**

Tenderer shall be responsible for the storage of equipment and materials as required.

### **Storage**

Stored equipment and materials shall be adequately supported and protected by the tenderer, to prevent any damage/ loss. Equipment shall be moved into the permanent building or onto its permanent foundation/ place as soon as construction permits.

Stored materials and equipment shall not be allowed to be in contact with the ground. In places that do not have dry concrete or suspended floors, the materials and equipment shall be stored on platforms.

### **SPARE PARTS**

1. The sum of finalized spare prices of all the spare parts for each sub-component / under each Item category should not exceed 20% of the tender finalized rate of the

- component (under Item category). E.g. sum of the finalized spare part prices for FCC should not exceed 20% of the tender finalized FCC rate. Vendor to quote for all the parts of the equipment like FCC, probes etc.
2. Tenderer shall guarantee HPCL in writing regarding the supply of spares for the core automation system till the contract period from the date of acceptance of the system.

### **Imports:**

1. Vendor shall import the equipment within the parameters of the Import Policy of Government of India and amendments made thereto from time to time by Government of India. Contractor shall also comply with Import Trade Policy and other relevant provisions while effecting the imports and supplying the equipment to HPCL.
2. Vendor shall complete necessary formalities to get exemption from statutory levies like, Octroi / Entry tax and other statutory payments on equipment imported. However, in case such payments are required to be made as per the law, the tenderer will pay it and HPCL shall not be responsible for reimbursement thereof.
3. Vendor shall be solely responsible for coordination and follow up with foreign suppliers and other agencies to ensure timely completion of the entire work as per the schedule mentioned in the contract.
4. Import of equipment has to be made in the name of vendor. Customs duties for imported equipment will be paid by the vendor, which has to be taken into consideration while quoting.
5. All payments against this Tender will be made in Indian Rupee (INR) only. All items of Tender has to be quoted in INR only even for imported items.

### **Material Inspection**

1. The successful Bidder shall furnish the Quality Assurance Plan of OEM before finalizing the materials procurement including submission of all relevant test certificates/reports issued by OEM for each equipment in compliance with the specifications of the tender.
2. Pre-dispatch inspections of various materials shall be carried out in line with details given below. The inspections shall be carried out by 3<sup>rd</sup> party inspection agencies viz. Lloyds/Det Norske VERITAS/SGS/Bureau VERITAS/TUV/CEIL/EIL.
3. Prior approval from HPCL is to be taken while appointing TPI agency.
4. Sample Sizes for inspection is as below.

S No	Item	Sample size for Manufacturer's Certificate	Sample size for 3 <sup>rd</sup> Party inspection
1	ATG system	100 %	5 %
2	Fore court Controller	100%	5 %
3	Cables	100%	5 %
4	SPD	100%	5 %
S No.	Item	Confirmation of Approved Make	Sample size for third party inspection
5	Other materials, electronic devices /accessories as per approved	100%	5%

5. 3rd party inspections shall be organized by the vendor at OEM's factory at their cost and is included in the scope of work of the vendor. HPCL may depute its officials to witness the 3<sup>rd</sup> party inspections. Vendor shall provide the Inspection schedules to HPCL at least 10 days in advance.
6. On completion of TPI inspections, vendor shall provide original copies of TPI reports including Release Notes to HPCL. Based on receipt of these reports and release notes, HPCL will allow dispatch of materials to sites.
7. In addition, HPCL, at its discretion, may ask the vendor to conduct performance checks on randomly selected 5 nos. of level gauges (ATG Probes) as per approved methodology in an approved laboratory for various standard parameters.
8. For router , BOS printer and BOS PC (monitor) vendor need to submit make and model number along with QAP and take HPCL's approval before supply of these items.
9. Besides, HPCL or its appointed representatives or third party may carry out inspections at various stages of the contract without any cost to the tenderer. The testing shall be pertaining to general performance, accuracy, etc. in line with tender specs. In case, HPCL decides to carry out such testing, the cost for testing shall be borne by HPCL including back and forth transportation.
10. Acceptance of works shall not absolve the tenderer from any of his responsibilities under the contract.

## **Quality Assurance Plan and Test Reports**

It consists of following:

1. Quality assurance Plan of all the equipment, Material test and inspection reports and certificates including TPI reports.
2. Approved certificates obtained from competent authorities for use in hazardous atmospheres (wherever applicable).
3. Certificate of being weather proof / Ingress Protection level wherever applicable

## **Factory Acceptance Tests (FAT)**

1. Before carrying out FAT, the bidder needs to submit QAP's of all the equipment to HPCL for necessary approvals. After approval of QAP, prototype sample of equipment's like FCC, TP etc. is to be submitted to HPCL for its finalization.
2. Based on Pre-FAT approvals, the party shall demonstrate functional integrity of the system hardware and software. The bidder before its roll out shall adhere to all agreed conclusions /remarks as mentioned in the FAT report. No material or equipment shall be transported until all required tests are successfully completed and the material/equipment is certified 'Ready for shipment' by HPCL.
3. HPCL reserves the right to involve and satisfy themselves at each stage of testing. They shall be free to request specific tests on equipment considered necessary by them, although not listed in this specification. The cost of performing all tests shall be borne by the bidder.
4. Tenderer to note that acceptance of any equipment or the exemption of inspection testing shall in no way absolve the tenderer of his responsibility for delivering the equipment meeting all the specified requirements.
5. It shall be bidder's responsibility to modify and/or replace any hardware or software if the specified functions are not completely achieved satisfactorily during FAT.
6. Schedule of FAT shall be included in the bidder's proposal. Bidder needs to submit the detailed FAT procedure along with the FDS on receipt of LOI/PO, and get it approved by HPCL.
7. Bidder shall not replace any component/module/subsystem unless it has failed and a log of such failures shall be maintained during FAT. If a malfunction of module/component in a subsystem repeats, the test shall be terminated and tenderer shall replace the faulty component/module. Thereafter test shall start all over again. If a subsystem fails during FAT and is not repaired and made successfully operational within 4 hours of active repair time after the failure, the test shall be suspended and restarted all over again only after tenderer has replaced the device into acceptable operational condition.

8. Pre-FAT Testing and FAT shall be carried out in two phases. The first phase shall be at OEM facility and second phase can be locally. The minimum requirement for testing during these two phases shall be as follows
  - Under first phase, vendor shall perform tests at his works to ensure that all components function in accordance with the specification for each type of test. A test report (Pre-FAT) shall be submitted to HPCL for review within two weeks of completion of this test. The vendor shall perform following tests and reports shall be forwarded:
    - Quality control test to assure quality of all components and modules.
    - System pre-test, which shall be physical, check of all modules, racks, cabinets etc.
    - System power-up test, which shall test functionally all hardware, racks, cabinets etc.
    - Functional testing.
  - The second phase (FAT) of testing shall be carried out systematically, fully to test the functionality of all hardware and software in the presence of HPCL representatives. All subsystems shall be interconnected to simulate, as close as possible, the total integrated system. The testing shall be carried out as per approved FAT procedure. FAT date shall be finalized in concurrence with HPCL.
9. Vendor shall include DU simulators with tagging mechanism for DU makes and models GVR/MIDCO/TKPL/TATSUNO etc which are normally used at HPCL sites. During FAT, the vendor has to arrange ATG simulators (multiple tank handling to be considered during FAT), FCC, BOS combo & all associated networking & hardware peripherals as a minimum so as to demonstrate Automation functionality (in line with Tender specifications).
10. However, HPCL reserves the right to modify the FAT components on need basis during detail engineering analysis after the award of work to the successful bidders.
11. In FDS, vendor shall incorporate all the features as required by HPCL. In case any additional feature is required by HPCL, the same will be communicated before the FAT or at the time of FAT. Vendor shall provide those features without any extra cost.
12. The Second Phase FAT shall also include testing of Integrated Payment system along with Automation to establish the required functionalities

#### **Additional feature to be provided within validity of Contract:**

Vendor to consider development and rollout of any additional features/software as per the requirement of HPCL etc. during the entire period of contract including warranty period at no extra cost. Vendor must carry out software development within one month and roll out immediately so as to complete the same latest in one month time. No extra amount to be paid for development of software and or additional features and roll out. Number of such enhancements will be limited to a maximum of 16 per annum or 96 times during warranty

and CAMC period of total 6 years. In case if number of such development required is less than 16 for any particular year, differential quantity will get carry forwarded. Please note any Extra payment to be made to the vendor only if total cumulative number of enhancements exceed total 96 Number during the contract period.

It shall be the vendor's responsibility to ensure SI solution to have necessary capability to interface following devices / System (HPCL will provide the protocol when required) in future till end of AMC, at no extra cost to HPCL:

- Vehicle Identification Device: Integration of RFID based VID system along with its reader.
- Display system: For display of RO Automation GUI in a large LCD / LED screen in the forecourt of the RO using VGA / HDMI etc.

### **Integration with media controller and various display units**

In order to create visibility of RO Automation in the forecourt, it is intended to integrate the LED screens available at RO with RO Automation system through a media controller, wherein Automation DU / GUI, promotional messages, Customer centric initiatives / Customer ratings etc. can be displayed.

The Media Controller needs to be integrated with FCC for Automation related displays. FCC should have capability to integrate up to 3 different media controllers to display different channels in different LED Screens. Media controller Hardware & needed wiring will be provided by HPCL. Scope of the vendor is limited to connection and software integration. FCC should have the compatibility to receive RO Specific relevant data from HOS:

- Home Screen containing view of multiple channels.
- Promotional messages (up to 256 characters) - Facility to pull text messages from HOS and play the latest downloaded message up to the validity specified.
- Welcoming identified customers as per HPCL customer database.
- Wishing Birthday of customers as per HPCL customer database.
- Thanking the Identified customers.
- BOS GUI screen (Tank Stock & Dispensing Unit Status without any impact on the BOS User Interface functionality).
- Live Display of Fueling Positions (Pump Number, Product, Volume delivered, RSP, Amount delivered, Happy Hour Discount (if applicable), Fueling Status (Completed, Fueling on, Decantation Under Progress, Nozzle Idle for last minutes. The channel to show status of 10 Fueling Positions at one time with flipping screens to accommodate 11-20 fueling position and so on.

- The media controller would provide the flexibility to select the home screen or a particular channel to shown on the full screen mode through a remote control.
- Output ports of media controller should support all the current available technologies.
- The format, design and graphics of various channels shall be as per the templates which shall be provided to successful bidder.
- HPCL has installed/is in the process of installing Digital price poles at the outlets. FCC should be able to integrate with the price pole electronics and push the product prices. HOS need to communicate to FCC whether price of a particular product needs to be displayed on Monolith Signage or not. For integration purpose, protocol details of monolith shall be provided to successful vendor. **SAT at a site where digital pole installed will be completed only up on integration of pylon price with FCC/HOS.**
- Integration of Flowmeter for Bowser Loading at the outlets.
- Integration of Earthing Interlock

The development of such interface has to be carried out within one month from the date of handing over of protocol document.

- Proposed system should have Flexibility/Capability for any future up-gradation and configuration to take care of current/evolving technologies and business requirements. Any hardware upgrade or addition required for this purpose should be within the scope of the vendor at no extra cost. All hardware upgrade up to 3 years from SAT will be under vendor scope, later upgrade will be paid by HPCL.

### **Enclosure for Automation equipment**

Vendor has to provide enclosure for proper housing of various components like of Modem, Router ,UPS ,Power socket etc. Vendor has to ensure cabling shall be properly dressed, neatly clamped and tagged. All cables shall be ferruled for identification/tracing. Vendors have to ensure that Enclosure shall be based on RFID based tag readers. Vendor has to consider the cost of enclosure while quoting the rates for FCC . No extra cost will be paid by HPCL.

## Specifications for VSAT enclosure

<b>External Housing For VSAT Router and UPS:- MOC</b>	MS Powder Coated
<b>Locking Facility</b>	<b>RFID based Locking/Pin based. System should provide log of opening /closing of enclosure at VSAT. Detailed functionality to be provided by the successful bidder in the FDS.</b>
<b>RFID Technology</b>	<b>Mifare</b>
<b>Interface</b>	<b>RS 485/RS232 to interface with FCC and generate Door Open-Close Event with time stamping and user Information</b>
<b>Dimension</b>	<b>370x270x200 mm</b>

## Training

1. The successful bidder shall undertake to train nominated officers / staff of HPCL and HPCL Dealers in following areas so as to make the participants fully familiar with the system and its operation: -
  - General design & system Engineering.
  - Operating system software, application software, relevant RDBMS/SQL database management system.
  - Computer system hardware used.
  - Design criterion, specification, testing, functional aspects & installation of all other sales room mounted & field mounted equipment.
  - Operation & maintenance of individual equipment & overall system trouble shooting.
- 2 Two day induction training followed by 3 days hands-on training to outlet employees at each outlet to be imparted by the vendor to make the employees fully conversant with the system & its operating / maintenance / troubleshooting features at the time of commissioning of the system i.e., before or during "Observation Period". Vendor to submit the training module and take HPCL approval for the training module. Vendor should also train dealers on RA sale/DRY stock sale thru EDC and utilization of EDC for Business and obtain sign off from dealers on this.
- 3 1 day program in each of the Regional Offices for around 12-15 officers of HPCL to familiarize the entire solution including troubleshooting etc. before the start of Observation Period/SAT. Training programs should be structured and covering

all equipment, software, maintenance aspects etc. with distribution of relevant manuals.

- 4 Vendor during training to HPCL officer shall demonstrate:
  - 1) Induction training with utilization of all reports, Inspection thru automation, pump test, entering invoice details, Interlocks including NPND etc.
  - 2) Demonstrate and train on utilization of HOS, SMS to customers, Price Push, EDC utilization thru RA sale,FOIR etc.

Vendor to submit all training modules to HPCL and take necessary approvals.

### **Site Acceptance Test (SAT)**

- 1 SAT is to be conducted in one or two days (as per requirement). It shall be carried out by vendor along with Third Party Inspection Agency & HPCL at 10% sites in each REGION, balance SATs to be conducted necessarily with TPI. SAT will be conducted by TPI agency, (like Lloyds/Det Norske Veritas/SGS/Bureau Veritas/TUV/CEIL) as approved by HPCL. Cost of TPI shall be borne by the vendor. It shall be the vendor's responsibility to get the SAT done at the outlets & get the TPI agency approved by HPCL, prior to commencement of the job. All the observation reports shall be reviewed by TPI
- 2 Detailed methodology and procedure of SAT shall be drawn out separately by HPCL in consultation with the vendor after award of work to the successful bidders.
- 3 Vendor shall issue 3 days' advance confirmation to the Engineer In Charge of concerned HPCL Regional Office on readiness to conduct SAT. HPCL shall carry out exhaustive SAT at all the outlets along with TPI. The punch points if any, needs to be cleared by vendor and confirmation in writing has to be obtained by HPCL regional office.
- 4 The vendor shall develop a preventive maintenance schedule format jointly with HPCL before SAT is over. All compliant on automation maintenance will be logged thru the HPCL system – presently ROMMS. Thru this system, SLA shall be monitored along with the compliance to the preventive maintenance schedule. Vendor may device their own system to link this ROMMS system and closer of complaint as has been explained elsewhere in the terms and conditions. However, manual Automation Maintenance Register to be maintained at each outlets for keeping the record for fault reporting, maintenance schedule, fault repair / diagnosis by automation engineer duly acknowledgement by RO dealer's representative etc. The Register shall be designed by the Automation vendor and shall be distributed to all outlets (after getting it approved by HPCL) in the respective category.
- 5 All the consumables required at the time of SAT shall be arranged by the vendor. At the time of SAT vendor shall provide at least 2 rolls of compatible thermal papers

per printer/EDC and advise exactly the quality of papers to be used for Thermal Printers/EDC.

- 6 Vendor shall provide SAT schedule to the concerned HPCL Regional and Zonal Office at least 3 days in advance for all the SATs, regardless of HPCL presence being required or not.
- 7 From the date of power on, the vendor shall provide in writing details of the pending deliverables from DU vendors and the schedule dates for integration of DUs with automation. It is the responsibility of the automation vendor to provide dates for integration of DUs and also coordinate with DU vendors. HPCL shall ensure thru DU vendors that the schedule provided are adhered to by DU vendors. Entire activity shall be completed within 10 days from the date of system power on. It must be ensured that all DUs and Tanks are integrated with automation before taking for observation and SAT. Same apply to price display on pylon. Vendor to coordinate and integrate the same prior to SAT.
- 8 From the date of power on, the vendor shall provide in writing details of the pending deliverables from HPCL region and coordinate for DU integration. HPCL shall ensure all such activities are completed within 10 days from the date of system power on. Vendor to conduct Pre-SAT on their own before calling for SAT. The Pre-SAT report shall be submitted to Regional Office at the time of calling for SAT. In case any deliverables remain pending from HPCL after the said time frame, the vendor may go ahead with SAT and punch points may be recorded. Same has to be approved by HPCL officer in charge. However these Punch Points should be cleared before project closure.
- 9 Punch points should be closed within 3 days from the SAT date by vendor. After submission of Punch Point closure report, HPCL should verify and provide sign-off/ SAT acceptance certificate within 7 days of punch point closure submission.
- 10 The detailed methodology of “Site Acceptance Test”, shall be finalized by HPCL, in consultation with the vendor. By the time SAT is over, vendor needs to discharge all the necessary formalities as per the terms of the contract.
- 11 On the day of SAT, punch points should be as minimum as possible and following equipments should be 100% operational.
  - 1) FCC-BOS/FCC COMBO
  - 2) ATG Probes
  - 3) EDCs
  - 4) Integration with all DUs , ATG probes ,price display on pylons , Flowmeter for DDD,VRS,Price display,CNG or ALPG or LNG DU, Key Management
- 12 On the day of SAT, rectifications, repairs etc. will not be allowed. Non-functioning of any of the above equipment will be treated as site not ready for SAT.

- 13     **Data Transfer to HOS:** Data transfer to HOS is also part of SAT milestone. Vendors to ensure data transfer to HOS. Vendor to provide their own connectivity thru dual band sim, as explained subsequently and demonstrate HOS functionality and data transfer at least for a period of 15 days at the time of SAT. In case HPCL provided connectivity at the outlet, same also need to be connected for Connectivity purpose.
- 14     **System Stabilization:**  
For closing the last milestone, the system shall be stabilized at least for a period of 15 days prior to SAT. This activity shall be closed along with closure of punch points. The system will be considered stabilized only with following:
- Continuous transfer of data for 15 days to HOS and all reports are generated. If VSAT/ HPCL provided connectivity is available at the outlet vendor need to show data transfer from it as well as from both the SIMs arranged by them .
  - FCC combo, ATG, EDC and DU with NANO shall work continuously for a period of 15days prior to conducting SAT.
  - Submission of BOS generated consistent reports (especially DSR, FOIR and Tank Reconciliation) for the data for this period and shall certify for correctness of data and reports.
  - Data replication in CHOS
- 15     Failure of FCC including issues like hanging of system, requiring rebooting on account of which system comes to stand still and failure of sending data to HOS during stabilization period, the date of failure will be considered for re-stabilization of the system for another period of 15 days.
- 16     SAT reports submitted by vendor should be accompanied by a certificate certifying that the “Installation has been carried out by qualified and trained engineer(s), in compliance to IS/IEC 60079-25:2003 for intrinsically safe System being installed at the RO M/s XYZ (specify name of the RO) & all tender/contract condition have been fully complied.”

## 17     LIST OF APPROVED THIRD PARTY INSPECTION AGENCIES

The approved Third Party Inspection Agencies are:

1. M/s. Engineers India Ltd.
2. M/s. Projects and Developments India Ltd.
3. M/s. Lloyds Register Asia.
4. M/s. Bureau Veritas Industrial Services.
5. M/s. Det Norske Veritas (I) Ltd.
6. M/s Met Lab services private limited
7. M/s TATA Consulting Engineers

- 8. M/c Chempro Inspections (P) Ltd
  - 9. M/s Safess Quality Management Private Limited
  - 10. M/s Bax Counsel Inspection Bureau Pvt. Ltd
  - 11. M/s Safety Assurance Engineers
  - 12. SGS India
- 18 On submission of SAT report, HPCL shall verify the performance of the system through following 5 basic reports for 5 days based on the receipt of data at HPCL HOS Server:
- Tank Nozzle Integration
  - RO Interlock Flag Status
  - Tank & Nozzle Sales Comparison
  - Field Officer's Inspection Report (FOIR)
  - Daily Sales Report (DSR)
- The above 5 basic reports are explained in detail as below:
18. a. *Tank Nozzle Integration*: Number of tanks and nozzles in HOS System should be same as that in FCC/ Site.
18. b. *RO Interlock Flag Status*: The interlock status (default enabled) at the forecourt will be available in HOS as part of Master Data. It would be possible to disable/enable interlocks from HOS. However, BOS application will have the provision of enabling of Interlocks only.
- 18.c. *Tank & Nozzle Sales Comparison*: The variation between Sales through nozzles (Closing totalizer reading - Opening totalizer reading) and Sales as per stocks (i.e., Opening Stock + Receipts - Closing Stock) will be monitored as per permitted % of MDG i.e.  $\pm 4\%$  of tank closing stock for mathematically calibrated tanks. Totalizer Sales will tally individual sale transaction.
18. d. *Field Officer's Inspection Report*: The reconciliation should be available with following options:
- Intervening period between any two dates. (base default timing is 23.59 hrs.)
  - Intervening period between any two time stamps (any time stamps can be inserted by Inspecting Officer).
- This report summarizes that the variation of product during the period is within permissible limits - ( $\pm 4\% / + 0.5\%$  of tank stock at the time of inspection and handling losses).
- 18.e. *Daily Sales Report*: It is auto generated with force shift closure (23:59 hrs) to get the day's transaction starting 00:00 hrs with details of, opening stock, receipts, nozzle wise sales, testing, closing book stock, closing physical stock, loss/gain, cumulative loss/gain and is a record for a particular month

If any of the above mentioned report is not generated correctly for continuous period of 5 days, such ROs will not be accepted. Process of 5 days observation shall be repeated after confirmation from vendor with necessary documentary proof/screenshots for having rectified the defects.

19. After observation for 5 days, communication in writing shall be given to the vendor for its acceptance or rejection (with reasons for rejection) within 3 working days by HPCL. In case, no communication is given within this time, RO shall be deemed to have been accepted with effect from end of observation period. Reasons of rejection (for non-communicating Tanks/DU/EDCs/RFIDs/Live data transmission/Error in nozzle sales vs. totalizer sales/Difference w.r.t. DU sales vs. tank sales) etc., if any, shall be communicated in writing within 3 working days to the Vendor.
20. Customer No, Dealership Name, and Retail Outlet address in the RO Automation to be updated and any discrepancy in provided data with respect to physical has to be brought to the notice of concerned region. If JDE Code of the RO is changed, same should be updated by the Automation Vendor immediately on advice from the region during contract period till end of CAMC. As soon as, DU/Tank configuration change take place at the RO after the initial commissioning, the Automation Vendor as per the directive of HPCL shall carry out the necessary updation in the Automation System's Master.

Initially allotted serial number to any DU / Pump / Nozzle or Tank shall not be changed/ removed from the Automation System's Master.

21. If any DU/Tank is physically removed / replaced at the RO, a new serial number shall have to be provided to the replaced DU / Tank and master will be appended accordingly. Any change in any parameter with respect to DU / Tank, the product mapping, or the Nozzle tank mapping, addition/deletion of any nozzle / DU / Tank should not affect the data in various reports prior to such changes. New values shall be shown with effective from the date and time of the change. The accuracy and correctness of report to be maintained.
22. In addition, all the transaction history of the all DUs/Tanks including those which have been physically removed/replaced/undergone changes like change in any parameter with respect to DU/Tank master Details, the product mapping, or the Nozzle tank mapping, addition/deletion of any nozzle / DU / Tank shall also remain in the System and various reports.

Masters of the removed/replaced DU/Tank shall also remain in the system however, with the flag as "Available", "Removed" or "Replaced with new one".

## **SECTION-B2** **SPECIAL TERMS & CONDITIONS**

*Note: Bidders are requested to note that if any terms & conditions/Clause given under this Special Terms & Conditions conflicts with similar terms & conditions given elsewhere in Tender (such as General Terms & Conditions, General Purchase conditions etc.), then terms/conditions given here under Special Terms & Conditions shall prevail.*

### **Distribution of Quantities**

- 1) In case there are two or more L1 bidders, 100% tender quantities will be distributed among L1 bidders equally.
- 2) In case of single L1 bidder, 60 % of the tender quantity will be awarded to L1 bidder and 40 % of quantity will be placed on the vendor other than L1, subject to matching the L1 rate as explained below :
  - PO for 40% of quantity will be placed on L2 bidder, subject to matching of L1 rates by L2 bidder.
  - However, if L2 does not match L1 rates, 40% of quantity will be offered to L3, L4, L5, L6 sequentially in order of ranking for matching L1 rates. Order for 40% quantity will be placed on the vendor matching L1 rates, in the order of original ranking.
- 3) If no bidder matches the L1 rate, then tender will be re floated for 40 % of quantity

### **Pruning & Re-Allocation**

In case Vendor fails to meet the schedules given above, HPCL reserves the right to reallocate Vendor's quantity to other Performing vendors. HPCL decision will be final and binding to all the vendors in this regard .

### **WARRANTY & POST-WARRANTY SLA:**

The warranty will be for a period of 1 year and will be applicable on Regional office wise basis. The commencement date of the PO shall be LOA date and completion date shall be last outlet completed at particular Regional office under particular call up / site allocation list. The service level agreement shall be signed by the successful bidders with HPCL, as per the format given in **Annexure-1**. It shall be equally applicable for 1-year warranty period & 5-year post-warranty AMC period. Commencement of warranty for all sites where SAT is completed and punch point cleared will start from succeeding month.

## **ESCROW AGREEMENT:**

- 1) The successful bidders shall be liable to sign Escrow agreement for software (including updates / modifications / customizations) with HPCL & the Escrow service provider. The vendors shall be required to establish an Escrow of the deposit materials including but not limited to software/ firmware source code, design documentation, structures, database design scripts & such other related documentation, as applicable, pertaining to the items & solution as a whole under the scope, as defined under "Distribution of Quantity".
- 2) The commercials involved shall be entirely borne by the vendors for the same, as per their scope of work.
- 3) The vendors shall establish an Escrow before first SAT is conducted. Further to that, any customizations / updates shall be included under Escrow.

## **COMPOSITE BANK GUARANTEE**

- 1) Vendor shall submit a composite bank guarantee to HPCL equivalent to 3 % (Three percent) of the total value of the contract (PO issued) for supply & installation from any scheduled bank (other than cooperative banks) in India, acceptable to HPCL, in the format given in Tender as security for the performance of the implementation vendor's obligation and /or discharge of implementation vendor's liability in connection with the said contract. In case of any loss or damage, costs, charges and expenses caused to or suffered by HPCL because of non-performance and or for any breach on the part of the implementation vendor of any of the terms and conditions of the contract, HPCL shall be entitled to invoke the said composite bank guarantee. Any excess expenditure incurred by HPCL on account of above shall be payable by the vendor. The decision of HPCL in this regard shall not be liable to be questioned but shall be final and binding on the vendor. It inter alia includes:
  - a) Defect liability that may arise during the currency of the contract.
  - b) Defect liability that may arise during the period covered under defect liability period clause of the contract.
  - c) Vendor's performance on the contract.
- 2) The above composite bank guarantee should be submitted by the vendor within 3 weeks from the date of LOI/FOI / issue of purchase order / signing the contract (whichever is earlier). The bank guarantee should be valid for a period of minimum 27 months with additional claim period of 3 months. In case of any extension to the delivery period, the validity of the composite bank guarantee shall be extended for the period equivalent to the extension period, before the expiry of the original date. For post-warranty AMC, Separate BG shall be provided with value equal to 10% of the AMC value for 2 years with an additional claim period of 6 months for the entire period of contract. Renewal of this BG for further period of two years and then one year should be done well in advance before the expiry of first BG submitted for AMC. An additional claim period of 3 months should be considered while renewing BG ie Second renewal should be for a period of 27 months and third 15 months.

- 3) Any defect which may arise or lie undetected, connected in any way with the services/material provided by the vendor shall be rectified / replaced by the vendor at his own expense, failing which HPCL shall be entitled to rectify the said defects by invoking the said guarantee. Any excess expenditure incurred by HPCL because of defect/defects shall be payable by the vendor. The decision of HPCL in this regard shall not be liable to be questioned but shall be final and binding on the vendor.
4. Vendor shall remain responsible and liable to make good any defects at his own expense that may occur/appear to the work carried out under the contract within a period of 12 months from the date of successful completion of the job or issue of completion certificate, whichever is later. If the contractor fails to make good the defects, HPCL shall be entitled to rectify the said defects and encash the bank guarantee. The decision of HPCL in this behalf shall not be liable to be questioned but shall be final and binding on the vendor.
5. Vendor shall remain responsible and liable for the satisfactory performance of the contract. In case of breach of any terms/conditions of the contract, in letter, spirit and meaning, HPCL shall be entitled to encash the above composite bank guarantee. The decision of HPCL in this behalf shall not be liable to be questioned but shall be final and binding on the vendor.
6. In case, the vendor fails to submit composite bank guarantee, as mentioned in **para 1** above, HPCL shall have right to cancel the LOI / FOI / Purchase Order/contract and forfeit the EMD or deduct 10% bill amount from all the bills of the vendor till submission of BG . This withheld amount will be paid to the vendor after submission of Composite BG. However, decision of HPCL will be final in this regard. In case, no defect occurs/ appear to the work carried out under the contract till the completion of defect liability period and the vendor does not breach any terms/conditions of the contract, HPCL will return the composite bank guarantee. However this 10% deduction in bill amount will not be applicable for CAMC PO and vendor need to necessarily submit required performance BG for CAMC as detailed above.
7. At the end of warranty period, the vendor shall carry out joint survey with HPCL/take important reports (5) from HOS and all the defects noticed shall be made good to the satisfaction of HPCL before commencement of CAMC. All the reports for satisfactory performance shall be submitted to respective RO for their review and acceptance of system.
8. Comprehensive Annual Maintenance Contract (CAMC) involves supply of materials / spare parts required for maintenance of the equipment etc. GST applicable is explained in the tender.
9. **Quoting comprehensive AMC (CAMC) rate less than 15% for item no.:14 to 18 (For providing CAMC of retails outlets) & item no.:25 to 29 (AMC of Common BOS/FCC App) of total basic amount of item no.:1 to 13 & item no.: 24 respectively of the Tender for each of the 5 years of CAMC is not acceptable. If after opening of priced bids, it is observed that the L 1 vendor has quoted less than 15 % towards total CAMC charges for**

any of 5 years, then the item wise unit rates quoted by the vendor towards the respective SOQ items excluding CAMC lines shall be proportionately reduced and the item wise unit rates quoted towards the CAMC lines shall be proportionately increased in such a way as to ensure that the total CAMC charges shall be 15 % of the total Capital cost for the project and further ensuring that the total bid value of the schedule remains constant.

In case the vendor quotes higher % towards CAMC, the item wise unit rates shall be retained without any changes."

Also, please note for line item no.:19 to 23(Connectivity charges), bidder has to quote actual connectivity charges including escalation in subsequent years. No changes in rate will be entertained on higher side once the rates are finalized.

Note: Bidder has to quote "Absolute value" instead in percentage.

## **GENERAL INSTRUCTIONS FOR BANK GUARANTEES**

- 1) In case of overseas bidders, BGs issued by a reputed international bank shall be acceptable. However all foreign bank guarantees will be required to be confirmed by a scheduled bank (other than cooperative bank), located in India.
- 2) All bank guarantees must be unconditional, without demur and should be encashable on presentation to the issuing bank.
- 3) All bank guarantees should be submitted in the prescribed formats given in relevant sections with necessary claim period to provide sufficient time to lodge a claim after the expiry of the bank guarantee.

## **RESOLUTIONS OF DISCREPANCY IN TENDER ENQUIRY DOCUMENT**

- 1) In case of any discrepancies / conflicts / error / contradictions in various sections of the tender enquiry, clarifications may be obtained. The clarifications so provided will be final and binding.
- 2) In case of any contradictions in various sections of the tender submitted by the bidder, the clause as read or interpreted to be most beneficial to HPCL shall prevail.

- 3) In all the cases of disputes / conflicts / contradictions, HPCL's decision / interpretation will be final and binding.
- 4) In this tender enquiry, the terms "tender" and "bid" have been used interchangeably and means the documents submitted by a person or authority for carrying out the work. Similarly, the terms "Tenderer" and "Bidder" is also used interchangeably and mean a person or authority who submits the tender offering to carry out the work as per the terms and conditions.
- 5) For the purpose of this tender enquiry, the terms "Purchase Order", "Order", "Agreement", if used anywhere in the tender enquiry, shall mean and form a part of the "Contract".

## **GENERAL**

- 1) The language for the tender document and all communications/documentation will be English.
- 2) Bidders should give a declaration that they have not been banned or delisted by any Government or Quasi-Government agencies or Public Sector Undertakings.

## **PAYMENT TERMS**

- 1) No advances will be paid by HPCL.
- 2) The Corporation would be making payments for completed jobs within 15 days of receipt of certified bills at respective Regional Office, as follows:

### **1) PROJECT PHASE:**

- i) 40% of the bill amount in project phase for each site shall be paid after receipt of all the approved BOM quantity at site in good condition along with test certificates, TPI/Inspection clearance.
- ii) 30% of the bill amount in project phase for each site shall be paid after site installation and "power on" of the system and advice to HPCL.
- iii) 20% of the bill amount in project phase for each site shall be paid after Satisfactory Observation Period with NANO including stabilization of the system, successful installation and commissioning with SAT, trainings as described and transferring of data to HOS.
- iv) Balance 10% of the bill amount in project phase shall be paid after completion of work in all respects including stabilization period as described. The bidder to obtain acceptance & project closure sign off in this respect from HPCL HQO.

### **2) The post-warranty AMC payment schedule shall be as follows:**

- 1) The vendor shall quote the AMC amount for each of the 5 years separately. The respective Regional Office of HPCL shall pay 25% of the finalized AMC price for each year at the end of each of the respective quarters, after

- receiving of the supporting documents- viz service report , 5 mandatory report for functioning of automation as described earlier during SAT.
- 2) Vendor is required to raise the certified invoices for AMC within one month after closer of each quarter in HPCL BTS system and submit the copies of invoices and supporting documents to respective Regions. In case, of non-submission of Invoices, HPCL will not be liable to pay the AMC charges for that particular quarter.
  - 3) Regions will process AMC payment, after receiving the copy of Invoices, supporting documents and copy of BTS cover note.
  - 4) HPCL shall place the order for the post warranty AMC after the completion of the warranty period as per the tender, at the finalized rates of this tender.
  - 5) Performance BG for AMC PO needs to be submitted by the vendor as mentioned earlier.
  - 6) Payments will be made from HPCL Zonal CPC within 15 days after the receipt of invoices duly certified by HPCL engineer at Regional office, along with requisite user acceptance certificates/ PMC visit reports.
  - 7) Vendor need to review the payment status through BTS as per attached SOPs and avoid submitting any duplicate invoices.
- 3) In case of any unforeseen reason, the roll out cannot be done at any of the retail outlets, Project team will have rights to suitably replace /alter/ delete the sites.

### **PRICE REDUCTION:**

- 1) In case of delay in completing the job beyond the period of contract, the vendor shall be liable to pay a sum equivalent to 0.5 % of the unfinished portion of the job for every week or part thereof of the delay subject to a maximum of 5 % of the total contract value.
- 2) HPCL will recover liquidated damages out of the amounts payable to the contractor or from the guarantees or deposits furnished by the contractor or the money retained from the bills of the contractor. Should the amount of liquidated damages is not recoverable or recovered in any manner in part or in full, the same shall be payable by the contractor on demand by HPCL, with 18 % per annum interest, until the date of payment.
- 3) LD will be liable for recovery as soon as it is due.
- 4) Vendors are expected to meet all the milestones as per the committed time lines. However, LD will be applicable for any delay beyond the total delivery period as mentioned above under the contract.
- 5) LD shall be applicable only on the basic cost and on full complete week (s) and for fractional days LD shall be applicable on pro-rata, if any.
- 6) Initially LD shall be applicable for total contract value and final LD settlement to be on unexecuted portion/quantity of work for contracts in the contractual completion period.

### **EXTENSION OF TIME**

As per General Terms and conditions of this tender.

## **COMPLIANCE TO TENDER ENQUIRY DOCUMENT**

- 1) Tender should be in exact compliance to the tender enquiry conditions. All annexures duly filled up along with necessary documentation as requested in the tender enquiry and / or required to support vendor's claim must be enclosed with the tender in the first instance itself. Bidders have to specifically confirm the compliance to the tender enquiry conditions along with deviations, if any, specifically highlighted in the deviation template provided in the e-tender.
- 2) Even if there are no deviations to HPCL tender enquiry, a NIL deviation form is required to be submitted as per format given in e-procurement site.
- 3) Any willful attempts by the vendor to camouflage the deviations by not mentioning them in the prescribed format may render the bid itself non-responsive. In case the deviations are to be necessarily mentioned somewhere else in the bid, explicit reference of the same should also appear in the deviation template.

## **PROPOSED TECHNICAL SOLUTION**

The bidders should clearly mention the FCC with BOS combo technology & the entire solution proposed in the technical bid. The successful bidder(s) shall necessarily supply & implement the same solution as proposed in the technical bid. Solution should meet all the tender requirements. Vendor has to provide Technical Solutions meeting all the requirements of the tender during Project, Warrantees & AMC period irrespective of acceptance of FDS/FAT by HPCL.

### **Pre-bid clarifications:**

Vendors shall take all clarifications as required in pre bid stage itself and will not be allowed to do any interpretation of clauses of tender on their own. In case of any discrepancy HPCL decision is final and binding.

## **PROJECT IMPLEMENTATION**

Entire Project implementation will be taken place as defined below:

- Vendor to plan Kick off meeting within 2 weeks from the date of LOI.
- FDS to be submitted during KOM. HPCL deliverables to be informed and mutually agreed timelines to be drawn during KOM.
- Project to be monitored strictly
- Data sheets and drawings to be submitted in the meeting.
- WBS of the entire project to be submitted in the KOM.
- Separate project team to be identified and the existing team involved in the support functions of earlier phases and shared resources shall not be a part of project implementation. Vendor to submit relevant details during KOM.
- Site survey work to commence within 3 weeks of placement of call up order / Allocation of site, whichever is earlier.

## **Post Project Implementation:**

Once the project is completed, the vendor should have sufficient no of resources and shall provide one service engineer for every 20 no. of sites dedicated for HPCL automation. If the vendor is already supporting earlier RA phases, the total no of resources available should be = the total no of retail outlets of all the phases / 20 nos. List of such resources to be submitted to Zones on monthly basis.

## **HQO/Zonal coordinator at HPCL offices:**

- 1) Vendor shall deploy one engineer at HQO and each zone for coordination with HPCL and vendor's engineers and their HQO. He shall report to HPCL coordinating officer on day-to-day basis. He must be stationed at HPCL office . In case, of unauthorized absence from office, an amount of Rs 2000/day will be deducted from vendor's bill. Modalities of this operation will be discussed and finalized during KOM. Any leave would require prior permission of the concerned Role Holder from HPCL. The vendor will be required to provide laptops to their manpower positioned in HPCL premises. HPCL will not make any additional payment for the availed manpower. Minimum requirements for the above stated manpower in HPCL premises are as below: -
  - Minimum Qualification - B. Tech/Diploma in Engineering with minimum 1year experience
  - Knowledge of MS Office – MS Word & Excel is mandatory
  - Should be able to communicate in English
- 2) The primary roles and responsibilities required are as
  - Responsible as a single point of contact for any escalations for Project Roll Out across the Region.
  - Responsible for the smooth project roll out.
  - Single point of contact for any information sought by HPCL.
  - Maintain the correct and updated database with the relevant details of all the ROs where automation is to be rolled out.
  - Mobilize manpower to the field to attend any complaint logged or intimated.
  - Share daily ROMMS report with HPCL in the format advised
  - Report daily status of automation in the report format advised.
  - Ensure that each and every complaint is taken to a logical conclusion
  - Ensure smooth achievement of project timelines.
  - Co-ordinate for troubleshooting, call logging and resolution of complaints
  - Co-Ordinate with HPCL Regional Offices, Zones, and Dealers and vendor team to check Automation and equipment status as needed.
  - Conduct weekly meetings with the HPCL stakeholder to review the project roll out and subsequently network performance.
  - Check if bill is submitted in correct format and all documents as stipulated in the Tender.
  - Responsible for the resolution of all technical issues concerning the automation.
  - Required to pro-actively make telephone calls to each and every RO where Automation is down and make all arrangements to ensure the same is working.
  - Co-ordinate with all stake holders like Connectivity Vendors, DU vendors

- Will be required to take direct phone calls, emails, SMS or any form of messages from the HPCL field officers on a day-to-day basis.
  - Will ensure that a complaint once logged will not be closed under any circumstances whatever may be the reason unless the same is resolved.
  - Contact ROs end users to understand the problem if there is any fault finding.
  - Maintain database of Automation provided by concerned bidder.
- 3) Project coordinator shall be deployed from Project time, within one month of FAT till closure of AMC period. He will be reporting to HPCL and his main job will be coordination with Vendor's engineers, HPCL engineers and Zonal team and Vendor's HQO team, monitor the performance of system on regular basis thru HOS, ROMMS, initiate corrective action and provide training to people once in six months to officers/ dealers.
- 4) Spare price list as per format given in Annexure-4 and as per Tender terms should be uploaded along with unpriced bid of Tender at appropriate space mentioned. However, if inadvertently any bidder does not upload spare price list along with unpriced bid, the same should be provided during technical evaluation stage. However, priced bid shall not be opened unless spare price list is received from all the qualified bidders. If ultimately despite repeated request from HPCL to upload spare price list during technical evaluation stage, if any bidder does not provide the same, then their bid will be technically disqualified. Vendor to quote on % basis of total cost of each item, instead of absolute value.
- 5) Custom duty shall not be reimbursed separately by HPCL and shall form part of priced quotation by the bidders.
- 6) GST Rates quoted by bidders for each item of Tender will be checked by HPCL. However, If any discrepancy is found then HPCL will replace the same with correct GST rates so that Reverse auction is carried out with uniform GST rates for all bidders and for all items of Tender.
- 7) HPCL reserves the right to increase/decrease number of retail outlets for automation mentioned in this Tender by plus or minus 25% (twenty five percent).

### **OTHER IMPORTANT NOTES**

- 1) Remote update of software of FCC from vendor provided server/cloud is under vendor scope, if required using SIM/broadband based connectivity provisioned by vendor
- 2) Integration of EDC/ IPS with FCC / CHOS is under vendor scope. There should be real time transactions for customers.
- 3) Vendor has to ensure 100% recording of transactions in FCC and also at CHOS. Also the synch of all data from FCC to HOS should be 100%
- 4) Vendor to ensure entire data available in FCC to be transferred to CHOS before new setup. Configuration of DUs, Tanks & other equipment at the outlet should be done in such a manner that data should continuously get transferred to the CHOS.

Detailed SOP to this regard is to be made by the successful vendor in coordination with HPCL.

- 5) The minimum configuration needed is provided in tender, vendor needs to put the configuration which is optimum for the solution provided and will work for the PO period, any upgrade needed will be vendor scope

## SECTION C

### TENDER EVALUATION METHODOLOGY

#### **1    TENDER REJECTION CRITERIA**

- 1.1 Tenders will be summarily rejected with no further reference in the following situations:
  - Tenders not received online.
  - Tenders specifying more than the stipulated delivery schedule. If bidders withdraw this deviation at a later stage of the technical evaluation, it shall be considered without resorting to revised rates.
  - Tenders not quoting Firm prices
  - Tenders not quoting prices in the manner as desired in the tender and not confirming the same in unpriced bids, which should be filled in its entirety, including total amount and unit rates, as per the price-bid format.
  - Incomplete submission of documents / non-clarification of queries during technical evaluation.
  
- 1.2 After review of the technical bids if there are any deviations, bidder will be asked to confirm to the tender clauses, without any change in price bids. In case, bidder does not confirm to the tender clauses, the tender will be rejected in the following situations:
  - Tenders excluding **any item of the scope and deliverables**, as mentioned in **Section E**.
  - Tenders having technical specifications at deviations to the specifications mentioned in the tender enquiry.
  - Tenders quoting for technologies other than the ones for which they have been qualified by HPCL.
  - Vendors not accepting Price Reduction clause
  - Integrity Pact (duly signed & stamped) not submitted with the technical bid.
  - Comprehensive AMC (CAMC) cost for each year (for all the outlets put together) should be min. 15% of the basic contract value (comprising of supply & installation components for all the outlets put together).

#### **2.    TENDER EVALUATION CRITERIA**

- 2.1 On the Due date for submission of tenders, the unpriced bids will be opened by HPCL. Priced bids, received along with unpriced bids, will be opened by HPCL after technical evaluation.
  
- 2.2 Reverse Auction of only technically acceptable bidders will be carried out. Reverse Auction will be conducted for this tender in case of more than two qualified vendors.

- 2.3 Bids will be evaluated on overall lowest total delivered amount (i.e. including taxes and extras) basis for supply/service including cost of post warranty comprehensive AMC (including applicable GST) for 5 years. Quoting comprehensive AMC (CAMC) rate less than 15% of total basic amount for all items of Tender put together for each of the 5 years of CAMC is not acceptable.

Note: Spare price list does not form part of evaluation and should be uploaded along with unpriced bids

**Hpcl reserves the right to conduct reverse auction for the tender in which case, the date of reverse auction will be intimated to the bidders. Please go through the terms and conditions of reverse auction attached in the tender. Bidders are requested to confirm willingness to participate in reverse auction. Please note that non acceptance of participation in reverse auction may lead to rejection of bids without any further evaluation.**

- 2.4 No revision in the prices quoted by the bidder will be allowed during evaluation of bids.
- 2.5 Tenders will be evaluated based on the prices, terms and conditions as quoted in the bid.
- 2.6 Selection of vendor will be based on lowest quoted technically acceptable bid.

## **SECTION D**

### **SCOPE OF THE JOB**

#### **1. Scope of the Job**

1. This tender is for Supply, installation / implementation and provision of end-to-end support for automation system at our new retail outlets as well as for replacing existing old Automation Systems at retail outlets. These existing automation systems were provided during initial phases. Job also includes integration of outlet automation system with Head Office System on a central server accessible over internet / intranet, housed in HPCL data center. Standing Purchase Order with validity of two years will be placed on successful bidders.
2. All necessary cabling / wiring / sockets and allied infrastructure conforming to respective quality / standard norms are also included in the scope of this job
3. Disconnection of old Retail Automation System and proper stacking as directed by HPCL will be in the scope of the vendor. Components of old automation system will be the property of HPCL. Vendor has to dismantle the Old FCC system and handover to the HPCL nominated person. There will be no transportation and warehousing involved in this process. In this regard following points to be noted.
  - a. Vendor to integrate with their FCC the existing working ATG probes of GVR/Start Itilania/ SBEM make. However, in case of replacement same will be permitted with newly supplied ATG probes at vendor's cost. Even for existing probe, Vendor is required to provide the service as good as for the new ATG probe. No replacement cost will be paid at later date and during the tenure of the CAMC.
  - b. In case of existing non-working ATG probes at the Retail Outlet, ATG to be supplied & installed by the vendor as per the Call up quantity.
  - c. Existing non-working ATG probes & consoles, will be the property of HPCL.
4. The retail outlets to be automated through a Core system technology platform from which a range of communications control systems can be created through interface with appropriate modules & matching peripheral equipment at outlet site & controlling office module.
5. The offered solution should be capable of being scaled up to support subset of applications on suitable peripherals depending on the level & complexity of different retail outlet sites. The retail automation solution should be modular in architecture so that they can be scaled up depending on the requirements site by site. All sites should be integrated to the respective Head Office System (web-based application

remotely accessible over internet / intranet) with a central server residing at HPCL data center at Hyderabad.

6. Proposed Automation software should also have the capability to integrate with payment solution, loyalty Servers, CRM-SDMS (Customer Relationship Management- Secondary Dealer/Distributor Management System) server and other servers, OBD (On-board Diagnostics), Price Display on Pylon, IoT based devices, Vehicle Queue Management, OCR (Optical Character Recognition) system, CCTV system, VRS, DDD, Price display, key management, CNG or ALPG or LNG DU etc. as per the logics and protocol provided . HPCL will support with all API , Methodology and Protocol to the successful bidder.
7. Detailed functionality & minimum technical requirement of each component of the system to be met by the offered solution, included in the scope of bidder's job, are described in **Section E**.

## 2. Operating terms

1. Maintain the Newly provided Automation system on an on-going basis, during warranty period of one year & subsequent post warranty annual maintenance contract for 5 years. During warranty and AMC all materials / parts / services as required to maintain the system on an ongoing basis is included in the scope of the job and no extra payment will be made by HPCL. However, consumables at sites, after final sign off has been obtained, shall be borne by HPCL. List of consumable items is given in the tender separately.
2. Provide service support during agreed business hours as per SLA, if and when required, besides such other support like a 24/7 telephonic assistance, as may be required so that the system operates on a continuous basis. Vendor should follow HPCL Control Center Server Application (CHOS /ROMMS web based system for resolution of complaints.
3. Vendors must also have their own complaint tracking system. Vendors shall develop protocol to access the HPCL server through web services, without additional cost to HPCL.
4. Allocation of service engineers and closure of complaint should be done through vendors' servers, which in turn will close call in HPCL ROMMS server. Complaint logging system is to be stabilized within one month of commencement of CAMC.. During this period, calculation of penalty shall not be done through system generated reports. However, penalty shall be levied for delay in attending to the complaints logged by dealer/field officer/DO/SO/HO in ROMMS as the case may be. Vendor shall submit the report on the resolution of complaints on daily and weekly basis to the respective RO and monthly summary report on 1st day of the next month. It should be possible to attend most of the complaints on-line and those needing physical visit of technical team be forwarded to respective field engineer for its resolution in minimum possible time not beyond the free complaint redressel time permitted.
5. Bidder will be the single point contact for HPCL for all support related issues with respect to hardware/software installed by them. If any third party help is required

in resolving any issue, it will be the sole responsibility of the bidder to arrange for such help. Bidder will Provide Service Level Agreement (SLA) for the system as detailed elsewhere in the document.

### **3. Training and hand holding**

Trainings should be imparted by the vendor as detailed elsewhere in the tender document.

### **4. Alterations and Enhancements of site parameters**

1. As per changing business needs, tanks and pumps may be altered like, additional tank being installed, tank decommissioned/ swapped, pumps added / removed / swapped etc. In such events, the successful bidder is required to undertake all related activities upon advice from concerned regional office and successfully carry out the job. The additional material hence required in form of tank level probes, cables etc. shall be payable to bidder at the tender finalized price for such items. However, DU integration , DDD- Flowmeter and CNG-DU at later stage will be done free of cost.  
However the service component like integrating an additional pump, DDD- Flowmeter, CNG-DU (provided the protocol version of the additional dispenser remains same)/ tank, altering/ updating site and (but not limited to) controlling office database chybrid configuration etc shall be carried out by the bidder at no extra cost to HPCL, till the end of post- warranty CAMC period.
2. Vendor shall provide required no. of interface cards for DU integration and any make/model version DU added till the end of warranty and post warranty period shall be integrated at no extra cost to HPCL.

### **5. Expansion of retail automation in a regional office**

In line with business requirement, additional sites (beyond those mentioned in the contract) of any regional office may be required to be automated. In such an event the bidder, whoever has undertaken the automation job shall be offered to automate these additional sites within maximum limit as specified elsewhere in the document at the finalized price. For such expansion activities, the finalized price shall be valid till the end warranty period of the contract.

### **6. De-installation, Transportation and re-installation of automation system**

1. Depending on the business requirement, HPCL shall have to arrange for shifting of the Automation equipment from one outlet to another. Vendor will carry out uninstallation of all equipment at one outlet, & reinstallation of all the equipment at another outlet (including all related interfaces / integrations at both software & hardware level). No charges, whatsoever, shall be payable to the vendor for the same. The vendor shall be fully responsible for the complete operation of all the equipment at the new location.

2. Transportation of equipment from one outlet to another outlet including their loading and unloading to/from vehicles in this regard will be arranged by HPCL
3. At the new outlet, Conducting & appropriate computer table, space in sales room, supply and laying of cables, tank modification (as per drawings / requirements given by the vendor) etc. shall be in HPCL scope. However, installation & commissioning of the shifted equipment shall be in vendor's scope.
4. For the purpose of estimation, vendor can take approx 10% of site during the tenure of the contract.

## **7. HPCL & Vendor's Deliverables / Scope:**

1. HPCL shall make available sites to the bidders to carry out job from administrative point of view.
2. All site preparation activities including laying suitable HDPE Conduiting, earth-pit connections sales room wiring for getting supply to automation system shall be in Vendor's scope. Details are as under:
  - i. HPCL will provide Earthing pits and Earthing points for connecting all electronic hardware pertaining to Automation solution. VENDOR to connect equipment's to HPCL RO earthing and confirm it's satisfaction with the earthing, on record, before commissioning the system at the outlet. The confirmation of Earthing means that on the day of Automation commissioning, the RA Vendor is responsible to check whether the earthing made available by HPCL for Automation is as per Automation Equipment Requirements. Power on to be done only after proper earthing and all future failures because of earthing will be in the scope of the vendor. Vendor to monitor health of the earthing provided periodically and inform HPCL about any shortcomings.
  - ii. HDPE pipes (as per IS 14930 Part 2): 2001 shall be buried underground not less than the depth of concrete slab in forecourt with 300 mm, where paver blocks are used in the forecourt. Minimum 40 mm diameter (outer) pipe is to be used for cable laying in the RO. Dedicated and single length conduit should be used from sales room to DU Island. For details related to cable laying, please refer to cable laying section.
  - iii. AC Power & communication cables shall be laid thru' separate HDPE pipes. In the field, segregation between signal cable and the AC power cable shall be available of minimum 300 mm, where paver blocks are used in the forecourt.

- iv. Vendor may use existing cable trenches in the forecourt to lay the cables without any price implication to them with sole objective of minimum digging in the forecourt to avoid disruption in smooth flow of traffic. Existing fuel pipeline trenches in ROs are not to be used for this purpose.
- v. Tank manhole modification shall be done by HPCL. Such jobs shall be carried out at each outlet by the respective HPCL Regional Office in-line with the engineering drawings submitted by the vendor.
- vi. The vendor shall lay the cable in the conduits, as may be required and on completion of the same, shall arrange to seal the conduit openings with suitable water resistant sealant.
- vii. Anti-Rodent treatment if required, inside the conduits shall also be in the vendors' scope.
- viii. Conduit-Sealing & anti-rat treatment will have to be done by the concerned vendor (as & when required if any cables are removed / added in the same conduit) during the course of contract (including warranty & post-warranty AMC) at no additional cost to HPCL.
- ix. The vendor shall provide electrical points, wherever required for automation system along with 16 Amp. Class C MCBs (Make: GE, Havells, MDS, ABB) etc. inside the sales room.
- x. All cabling and related material / labor is in the scope of the bidder.
- xi. HPCL shall ensure to provide the correct firmware version for dispensing units. However, the vendor shall submit written request for the same, providing the details of the compatible pump-ware version required for different makes / models of the dispensing units for each site. The bidder shall carry out the site survey in this regard and report to HPCL in writing for rectification of any discrepancy, if required.
- xii. HPCL shall ensure adequate space inside the sales room along with Automation table near FCC enclosure for placing Monitor, other related equipment. The bidder should request HPCL with proper lay out drawing for the space in the sales room and similar activities at such other locations, as per the scope defined in the tender. As far as possible, all components to be installed inside sales room like FCC, switch, router etc. shall be installed in a single enclosure with air circulation provision of cooling fans. Cabling inside sales room shall be properly dressed and protected inside casing, capping/ enclosed cable trays. The vendor shall use MCBs of proper rating. Single compression cable glands for all the field cables, which are terminated in sales room and double compression certified flameproof glands to be used for all the field cables on the forecourt at DU end.
- xiii. Though connectivity thru dual band SIM is in the scope of Vendor, However HPCL may provide communication media (VSAT | PSTN | ISDN | GSM | radio link / CDMA | Broadband etc at retail outlets. Vendor

to ensure that the system should be able to fulfill all the functionalities, as mentioned ahead, including real-time site status viewing & data transfer, necessarily on the communication media, as provided by HPCL as per HPCL's convenience & options available at the outlets. However, the solution should be able to operate on all of the above-mentioned networking options

- xiv. *HPCL shall facilitate the bidder upon written request, the communication protocols of the dispensing pumps, loyalty card integration etc. HPCL shall part with the same upon signing appropriate non-disclosure agreement (NOA).*
  - xv. *It shall be the onus of the bidder to carry out site inspection with respect to power conditions etc. during the site survey and provide all necessary power conditioning equipment accordingly. Any damage to equipment because of power fluctuation / surges shall be to the vendor's account.*
  - xvi. *Power supply distribution to Automation System and any other equipment forming part of the Automation system, supply and installation of necessary cables along with power distribution board with MCBs & proper junction boxes shall be in the vendor's scope.*
  - xvii. *The onus of physically placing / fixing the equipment lies with the bidder. The same has to be done in consultation with HPCL.*
  - xviii. *The vendor shall demonstrate HOS integration during the 1st SAT by arranging suitable connectivity as part of vendor scope at the outlets.*
3. After successful completion of the Site Acceptance Test (SAT) at the outlets till the date the project closure is accorded, the vendor shall provide the same level of support & maintenance of the system as defined in the SLA for the warranty & post-warranty CAMC. (refer Annexure), The terms and conditions defined under SLA would be applicable during this period but without any CAMC charges. Penalty for delay would be applicable as defined even during this period and the same will be deducted from the last milestone of payment milestone. This shall include both spares & labor (as in comprehensive AMC).
  4. Provision of appropriate Anti-Virus with active subscription (till the end of CAMC) shall be in vendor's scope. However, same should not make the system slow or in any way, deteriorate the performance of the system. It is the responsibility of the vendor to ensure that the automation system is protected from external attacks till end of CAMC period. For windows, based system antivirus is a must. Proper documentation justifying non-requirement in case of Linux is to be provided.
  5. Bidder, in coordination with site managers and local HPCL authorities shall ensure uninterrupted sales activities at live sites and shall comply to all safety and statutory rules and regulations.

6. The vendor shall submit details of all the activities under HPCL's scope, within 15 days of PO, along with detailed engineering drawings (where applicable) for UGT modification, DU Upgradation, etc.
7. Marine cum erection insurance covering all supply material shall be taken by successful vendor. The insurance shall be valid till handing over of the last outlet to HPCL. Copy of MCE insurance shall be handed over to HPCL prior to supply.
8. Each of the equipment shall be supplied with IP rating certificates from the accredited laboratory (wherever applicable as per specification)
9. Sharing the details of API & Source code:

**Source Code:** Common FCC/BOS application and any additional requirements, which is not part of the standard product / software and developed for HPCL at an additional commercial, shall be the property of HPCL and the source code of such development has to be shared with HPCL. However, the source code of standard product / software shall be with the ESCROW partner.

**Web Services / APIs:** Vendor shall share the exhaustible list of APIs / web services supported by components viz., FCC, BOS PC, LG, HO System etc. Vendor shall share details like use of the API / web service, data exchange formats viz. interfaces / parameters to be passed and expected return values etc., to enable HPCL to interface additional components & applications at a later date.

In case of Common FCC/BOS, all applicable APIs are to be created and to be given to other vendor by L1 vendor as per the direction of HPCL.

Based on the communication failure of various equipment, the RO Automation system shall generate equipment-wise downtime report on its own, which should also be replicated to HOS for generation of downtime report.

## **8. Estimated quantity for major items**

- a) The price bid is based on the estimated quantity of major items required for the entire project. However, the successful bidder shall conduct a site survey entirely at his own cost in order to ascertain the exact quantity of all the items.
- b) HPCL reserves the right to increase or decrease the quantities up to + or - 25% without any change in the finalized unit rates / terms and conditions. Payment will be made as per actual quantities supplied.
- c) Any item or services as required for providing the complete solution irrespective of whether specifically mentioned or not is deemed included in the scope of the bidder and the quoted prices should include the same.
- d) Estimated quantity of various items of this tender is as below.

S.No	Item	Estimated Quantity
1	FCC & BOS COMBO COMBO SUPPLY	3500
2	FCC & BOS COMBO COMMISSIONING	3500
3	ATG PROBE SUPPLY	15300
4	ATG PROBE COMMISSIONING	15300
5	Supply Cable(for wired communicatio	3500
6	Laying Cable(for wired communicatio	3500
7	ROUTER SUPPLY	3500
8	ROUTERS COMMISSIONING	3500
9	SURGE PROTECTION DEVICE	3500
10	Supply Wireless communication other F	3500
11	Commissioning Wireless communication other F	3500
12	Key Management System	80
13	Connectivity Charges	3500
14	AMC/RO/ANNUM/SERVICE- 1st YEAR	3500
15	AMC/RO/ANNUM/SERVICE- 2nd YEAR	3500
16	AMC/RO/ANNUM/SERVICE- 3rd YEAR	3500
17	AMC/RO/ANNUM/SERVICE- 4th YEAR	3500
18	AMC/RO/ANNUM/SERVICE- 5th YEAR	3500
19	Connectivity Charges 1st Yr	3500
20	Connectivity Charges 2nd Yr	3500
21	Connectivity Charges3rd Yr	3500
22	Connectivity Charges 4th Yr	3500
23	Connectivity Charges 5th Yr	3500
24	<i>Common FCC/BOS application to be developed by L1 vendor .</i>	1
25	AMC of Common FCC/BOS Application - 1st Year	1
26	AMC of Common FCC/BOS Application - 2nd Year	1
27	AMC of Common FCC/BOS Application - 3rd Year	1
28	AMC of Common FCC/BOS Application - 4th Year	1
29	AMC of Common FCC/BOS Application - 5th Year	1

- e) Wherever automation is being done for replacement of existing system, Vendor should take care so that existing cabling to ATG probes from Sales building can be used. In such case payment for cabling for U/G tanks is not applicable. In case existing cabling cannot be reused for connecting ATG , same to be brought to the attention of RE- Head of the Region and approval for providing fresh cabling to be taken

**Note: Quoted rate for items 1-7 above should be inclusive of 1-year warranty.**

## **9. Alternative technological deployment**

1. Vendor to provide wireless communication based on secured mesh network technology for communication between FCC and DU/Pylon Price display/Tanks/DDD flowmeter/CNG DU or LNG DU or ALPG DU. Following information to be considered while quoting the bid:

- i. Only one item of wireless communication as per the Purchase Order line entry will be made per outlet.
- ii. In retail outlet, average number of island will be 3 to 4.
- iii. Average no. of DUs will be 6 to 8.
- iv. No. of CNG OR ALPG OR DUs-2, DDD flowmeter -1

2. As experimentation to alternative technology and convenience of implementation, the vendor may optionally take up at his own risk and cost integration of DU through Wireless system based on secured mesh network technology.

3. Apart from any Hybrid with renewable energy technology also can be provided. If opted, the same has to be rolled out at 25% of ROs at first and at all other locations with HPCL permission.

1. If at any point of time, the new initiative is found to be not able to withstand the operational requirement of HPCL, Vendor has to implement the solution using normal cables solution as per detailed specification of tender without any extra cost to HPCL during the validity of Contract.
2. For alternate Technology, thru wireless/ hybrid, respective items shall be paid as per SOR work order i.e payment for hybrid will be paid as per supply & installation of SPD at site.
3. In case of hybrid FCC, the inbuilt power conditioning equipment shall meet all the functional requirements of the UPS solution and shall also take care of the additional printers or ATG probes if added later in the RO.
4. Power for wireless equipment can be suitably drawn from DU power junction box by using proper conducting and glands.

5. Such wireless system shall also come in purview of inspection by PESO approved Lab. Inspection may be carried out jointly with traditional system or independently for each type of system.
6. Irrespective of technology vendor to supply SPDs at the power source
7. HPCL is planning to provide earthling interlock for decanting point of T/T. Automation vendor has to integrate this interlock with the Automation system. Scope of work do not include supply & installation of Valves & pipelines etc.,

## **SECTION E**

### **TECHNICAL & FUNCTIONAL REQUIREMENTS**

#### **1. Automation Solution**

##### **a) Objectives of System**

The comprehensive objectives of the proposed system are to:

- i. Report daily sales analysis & stock by retail outlet site.
- ii. Monitor & Control on product sold by dealer - Exceptional stock and sales integrity between retail outlet sites & central HO server application.
- iii. View site status with respect to dispensing operations, transactions etc. from the HPCL locations on a real-time basis through web based client based access to Head office server application. The application/ software should be developed, so as to operate necessarily on communication media viz. PSTN/ VSAT /ISDN/ GSM /CDMA/ radio link/ broadband, as may be convenient / deemed suitable at the respective sites.
- iv. Consolidated reporting (e.g. daily product performance by site and by region or category of site, or various levels of reporting)
- v. Enable regular valuations, forecasts and analysis of sales and inventory.
- vi. Maintain detailed product /stock description of the outlet
- vii. Assist in monitoring operation, reconciliation of wet stock, control inventory & wet stock loss.
- viii. Monitoring forecourt sales by dispensers /nozzles.
- ix. Enable flexibility in presentation of information, Data storage, etc.
- x. Ensure easy access to information.
- xi. Device uptime report.

##### **b) Functionality**

1. At a basic level, the solution & system offered by bidders should provide basic features of automated retail outlet operations. While requiring no back office computer, the site related data should be automatically forwarded to central HO server in XML format only for further analysis and report generation. The system should be capable of downloading a central price file automatically from the central HO server. The dealer should however be allowed to override the prices with an advise automatically to the central HO server for inclusion in the exception report for each variation. Suitable functionality should be in-built into the system for the dealer to have full control of the forecourt and inventory. Report generation is required at Common FCC/BOS and central HO server.
2. The dealer should have a full display of all pump operations and inventory stock on BOS integrated to FCC. The system should allow dispensing pumps with on auto authorize, tag less attendant operated or a mixture of both in a single outlet. The system should be able to provide full forecourt control with a mix of different makes of pumps. In addition, reconciliation between total

sales & stock / inventory should also be performed by the system during end of Shift and End of Day at local level.

3. FCC should be able to push respective fuel density to all the dispensing units for display purpose.

4. Forecourt Transactions & Wet Stock Reconciliation:

The configuration of the system should enable fuel dispensed & fuel in the tanks to be monitored in real time. Broadly, following functionality is required through a site control & data acquisition system connected to:

- a) Retail sales Volume & Value data to be captured
- b) Receipt printing of transaction at customer option inter alia other things capturing vehicle registration number using Thermal Printer/EDC.
- c) Graphic User Interface
- d) Automatic Tank Gauging system using magneto-restrictive probes for wet-stock control & reporting system
- e) Accurate measurement of UG tank stock & deliveries

## 1) Functionality / Specifications of Components:

### A. FCC: with BOS (Combo) :

The individual minimum specification of FCC and Common FCC/BOS application are as under:-

The **forecourt controller (FCC)** must have a solid state / embedded operating system to work in real time based architecture. For technical specifications, please refer FCC specification table.

FCC to be provided with Dual SIM GPRS connectivity option with backward connectivity (2G/3G/4G) and External Antenna for better network coverage. There should be Auto Change over from VSAT TO SIM1 or SIM2, if VSAT is not working and back to VSAT, once VSAT started working again. It has to be noted that vendor has to provide dual M2M SIM from different ISPs at all outlets irrespective of the availability of VSAT and there should be an option for auto switch over from VSAT to SIM 1 to SIM 2 and back to VSAT once VSAT started working again, in case VSAT is installed there.

Note: Desired dual SIM support thru external device attached to the FCC is acceptable in case functionality mentioned above is met. Connectivity charges has to be borne by the vendor. It is suggested that both the SIMs should be from different service providers.

FCC should fetch and display the connectivity i.e from VSAT or SIM1 or SIM2. FCC should also display thru visual mode for data transfer to CHOS (Green for data transfer & red for data not transfer).

Facility to be provided in Common FCC & BOS application for configuration of Automatic Rebooting at any interval.

FCC combo shall be provided with separate card for FCC and separate card for Common FCC / BOS as per specification provided and exchange data. Whenever, FCC fails BOS should take over functionality of FCC. Combo should support system to an extent of 1-lakh transactions. There shall not be any manual switchover for redundancy. If BOS application fails, FCC should provide functionality of BOS thru remote web server. Thru remote web server of FCC, all functionality should be available with limited GUI. Vendor to provide, operation redundancy of FCC can be provided on wireless slave side/ or wired unit also (support at least 2000 transaction per DU). In that case, once FCC comes online transaction will get transferred to main FCC. At no point of a time, automation shall be offline. Further, once FCC comes online, it should validate the product inventory level in tank and in case of product rise is detected, then it should call for receipt entry in the system. In case, manual receipt entry is not done, DU should stop functioning as has been elaborated elsewhere for receipt entry.

It is expected to display FCC GUI screen through web server/FCC web application. Data transfer to HOS & ITPS/IPS should not be impacted. Data transfer to specified servers should happen in smooth manner even if either of the card is working. Data transfer to HOS & ITPS/IPS should not be impacted.

Vendor shall provide suitable power conditioning system to ensure that FCC, BOS and all electronic components are protected against all types of surges, Voltage fluctuations, short circuit protections including lightning and earth faults. It is the responsibility of vendor to change the equipment in case of burnout or failure because of any reasons and separate payment will not be made for replacement. In case of power disturbance, protective device shall take care of electrical safety of Retail Automation system. In case of failure of Retail Automation system due to power disturbance from main supply, HPCL shall pay only cost of Protective equipment limited to SMPS & SPD, if vendor proves failure due to high voltage. Failure of other spares on this ground has to be made good by the vendor at their cost .

Power conditioning provided shall take care minimum voltage range from 140 to 300 V AC and at the frequency range of 40-60 Hz. Power for both the cards shall be supplied thru separate SMPS. Any replacement of batteries, cards etc. required for power conditioning equipment shall be done by vendor at their cost till the end of AMC period.

HPCL will setup different Servers e.g., ITPS, Loyalty solution Server, Customer Database Server, Central Management Server (CMS) and JDE etc., which will be common to all Phases, and for all Vendors .It is in Vendor's scope to integrate Automation system with all the Servers, to meet intended functionality. Development and implementation of software for transfer of data from RO to HPCL Server and vice-versa on a defined periodicity or real time basis (as may be the case) as per defined data structure and protocol.

All consumables including batteries and spare parts needed for operating the System are to be supplied by the vendor till the validity of the CAMC Order. In case of damage of SPD due to surges, Vendor needs to replace the SPD cartridge. In

case, vendor has replaced SPD cartridge more than 2 times and if 3rd incident appears within 3 months of First incidence, then HPCL shall carry out the electrical audit for the particular RO to establish the root cause & to adopt remedial action thereof, on the request of vendor.

When a DU is connected to the Forecourt controller, FCC registers the following:

- o Read the Initial nozzle totalizer
- o Read and set nozzle prices as applicable
- o Read the Preset at the beginning of the sale (if Preset quantity or amount is given by the attendant)
- o Read the calibration data, k factor and other logs of the DU , error logs

Vendors to specify in their FDS, power management proposed for FCC.

FCC with built-in BOS functionalities with stored data of 2 year data comprising of all the transactions, events, alarms etc. and must have acceptable System response, as defined below:

- a. Manual Shift closure – Maximum 45 sec.
- b. DSR generation for a Month – Maximum 1 min.
- c. FOIR generation between any two shifts– Max. 1 min
- d. All Other reports – Maximum 1 min.
- e. Price Exception reports –Maximum 1 Min

The FCC supplied shall support all makes of Tank Level Gauges specified in the tender.

The system shall be configured as a real time computing environment consisting of overseeing the dispensing operation, tank level, temperature monitoring and will have an interface with the printer device at the islands & payment terminals. It should be independent from POS application. PC based system with all application running in the same PC is not acceptable.

Data transfer should happen between FCC & HO server in XML format through secured mode (viz SFTP, HTTPS etc. or through suitable proxy of HPCL to comply with HPCL datacenter security policy), which will in turn be processed by RDBMS server at the head office/ central server level.

FCC should also support wireless communication with forecourt Devices like DUs & RFID Readers. Communication between forecourt devices and FCC in Sales Room should be without any dependency on 'line of sight' using wireless trans receiver at FCC end & wireless pump communication device seating at DU Electronics. Wireless system should have similar system response time as for wired pump automation system. Communication reliability should be agnostic of environmental effects like rain, any metallic or non-metallic hurdle. Wireless Automation equipment installed in the DU electronics head and/or island or outer wall of Sales room should have operating Temperature range -10 Deg C. to +60 deg. C. and housed in IP65 enclosures. All wireless equipment's should be mounted above 1.2m from the base of dispensing unit. Communication between forecourt slave wireless equipment's and Sales room wireless equipment connected to FCC should be over wireless mode encrypted using Advance

Encryption Standard (AES 128) implementation technique to prevent unauthorized third party hacking/access of sensitive data.

Whenever, FCC fails powered wireless device installed in DU electronics head should take over & start storing the fuel transactions. There shall not be any manual switchover for redundancy. Once FCC comes online transaction should get transferred to main FCC. ZigBee device seating in DU should be capable to store minimum 10,000 transactions per wireless device and should work independently if FCC/FCC Trans receiver ZigBee device fails. In case number of wireless devices are installed, then redundancy to be provided so that in case of one or more wireless devices failed, none of the DU/Nozzles should stop operation.

### **Common FCC / BOS Software:**

HPCL is intended to develop Common FCC / BOS application to run on RA vendor supplied Hardware across all its retail outlets. This software is to be developed by L1 vendor as per HPCL requirement and under the scope of this RFQ. So there will not be any vendor specific proprietary software for Forecourt controller. HPCL desires to design, develop, implement & maintain its own Back office system through L1 vendor which will be installed on the Hardware provided by RA vendor and will be common to all.

### **Common FCC/BOS Philosophy:**

Common FCC / BOS application (front end Interface) will be developed through successful L1 bidder which will be Retail Automation Vendor agnostic and will be able to interface with Automation Equipment of any OEM. This common application will be owned by HPCL and eventually will be taken over by HPCL in the future. This common FCC / BOS application will be used in all Retail Outlets across the corporation with facility to upgrade it from central place remotely as and when required.

### **Common FCC / BOS Purpose:**

1. Standardized FCC / BOS application across corporation for all Retail Outlets
2. Common GUI helps all users to adopt and learn the system easily
3. No dependency on different RA vendor for any implementation
4. Upgradation / enhancement / modification in BOS can be done across all ROs
5. Better & smooth interfacing between BOS and HOS.
6. Easy maintenance of the BOS application

### **Common FCC / BOS Architecture**

- All Forecourt Devices like DUs, Pylon, ATGs etc. connected through standard interfaces with FCC hardware. This is Physical Layer.

- RA vendor will handle different protocols of various forecourt devices in FCC through Common APIs as part of Data Link Layer.
- The Successful L1 Vendor to develop common FCC / BOS application for HPCL and create common APIs and successively be given to other RA vendor [i.e. L2 in this case] to interact with other OEM forecourt devices. Common FCC / BOS application being common platform will work independently which only interacts with standard APIs. This is Application Layer. Common FCC / BOS application will interact seamlessly with other subsystems such as but not limited to:
  1. HOS [Head Office Server] System for overall monitoring & Control of Retail Operations
  2. Integrated Payment Server
  3. Any Other Server as desired by HPCL

### **Scope of RA Vendor [without common FCC / BOS application]:**

1. Provide hardware as per HPCL requirements with OS and vendor scope software
2. Implement forecourt devices integration like dispenser, tanks, printers, price pole, EDC etc
3. Provide GUI tools for configuration of FCC, device integration and mapping
4. Database for FCC configuration and data storage
5. Implement and provide POS/BOS API as per HPCL specification to consume by common FCC / BOS application
6. API specifications, message exchanges and data format will be provided by Common FCC / BOS developer. All FCC vendors must implement and provide same API. API will be platform neutral.

### **Scope Common FCC / BOS Developer:**

#### Develop & Implement

1. API Client as per HPCL Provided Specifications
2. Common FCC / BOS Application as per HPCL Business Logic Requirements
3. CHOS Client for real time data synch with HPCL CHOS
4. FCC / BOS GUI for BI Reports & Control of Forecourt Operations
5. POS and other Interfaces as per HPCL Requirement

### **API requirements from RA Vendor:**

- RA vendor has to provide RA Hardware ie FCC along with various device APIs. Defined by Common FCC / BOS developer/vendor.
- All standard APIs irrespective of different devices make/model on forecourt will run smoothly with Common FCC / BOS. Any changes in Common FCC / BOS will reflect on concern device without modifications at API level any time.

- FCC API should be capable of handling all possible combinations of number of digits & decimal point settings, dynamic decimal shifting etc. for different DU's in each outlet. Same will be configurable DU-wise in to the system for each outlet. The value displayed on the DU totalizer shall match in terms of number of digits, decimal point setting etc. with the corresponding value appearing in all the system generated reports, for reconciliation purpose & for receipt printing through standalone thermal printers / OPT.
- FCC API can communicate with inbuilt DU printer provided. Protocol of DU should be available.
- FCC API can connect upto 8 Nos. Tanks and is capable to carried out ATC (Auto Tank Calibration) for all.
- 1KV of inbuilt isolation capacity on external interface ports for FCC as well as Slave modules.
- System response time for DSR generation and other reports is <1Min.

## **Generic API list to be implemented & provided by RA Vendor**

This API list and specification list along with message formats will be defined by Common FCC / BOS developer/vendor

1. Generic Forecourt Configuration Get/Set
2. Get Device Status
3. Pump Control Operation Like Open , Close, Lock, Unlock, Stop, Resume, Preset, Authorize, De-authorize etc.
4. Get Stock Data
5. Get Open Decantation
6. Ack Open Decantation
7. Get Open Transactions
8. Acknowledge Transaction
9. Update Transaction
10. Set System Time
11. Price Change Operation
12. Get Price Change Event Record
13. Get DU Logs
14. Get Alarms
15. Ack Alarms

DETAIL FUNCTIONAL & TECHNICAL REQUIREMENT FOR COMMON FCC / BOS WILL BE GIVEN TO SUCCESSFUL L1 BIDDER.

## **Other Functional /Technical requirements of FCC**

1. FCC should be based on any real time embedded operating system should be latest LTS version of Debian
2. FCC should work as web server where common FCC / BOS application will be loaded & same should be remotely accessible under secure environment in normal web browser thru FTP over 3G /4G/5G/ GSM / CDMA / Broadband / VSAT / locally over LAN etc., as made available by HPCL.

3. FCC should have the capability to stack transactions that could be fetched from the EDC / Thermal printer user interface for transaction finalization / receipt printing at a later stage, without effecting subsequent sale transactions. The number of transactions in the stack shall be configurable at least up to last 10 transactions per fueling position.
4. FCC should be able to receive invoice detail directly from HPCL JDE-HOS under TT receipt. Logic shall be built in such a way that once ATG detects receipt into tank, equivalent invoice quantity shall be entered within interlock period failing which TT receipt lock the connected nozzles. If the entire invoice quantity is not entered, subsequent TT receipt shall be locked. Vendors to provide detailed logic.
5. Locally, this application should be accessible over LAN & remotely over TCP / IP & internet connection through network.
6. FCC should be interfaced to ATG system with / without visual ATG console. Ideally, ATG probes should be directly integrated to FCC through intrinsically safe barrier. Visual ATG console is not mandatory. Visual GUI of tank status should be available on BOS PC.
7. FCC should also be directly interfaced to DU's/ Non space units/ Price Display in pylon in the forecourt to capture sale & price data.
8. Provision should be made in the FCC for forced day-end at a pre-scheduled day/ time in addition to shift end through GUI. Day end timings may differ for different outlets. For day end operation/shift end operation to make it mandatory/optional.
9. FCC should be integrated to one or more thermal receipt printers/EDCs/ DU printers in the forecourt for receipt printing. Provision should be made in the FCC to operate on the basis of the configuration done on GUI w.r.t. receipt printing being mandatory / optional.
10. FCC should be able to communicate necessary parameters (as defined in the DU (protocol) to the DU's having inbuilt printer, for generation of transaction receipt from the inbuilt printer with necessary data, transaction id etc.
11. Outlets should be technically capable of being accessible over static & dynamic IP's both. HPCL may, on consideration, opt for static IP's at any further stage. All charges for providing & managing dynamic IP's to be borne by the vendor for liaisoning with DNS service provider.
12. The dispenser interface should support different DU protocols as per outlet configurations & in no case vendor will be allowed to put more than one FCC for a particular outlet.
13. FCC should be capable of handling all possible combinations of number of digits & decimal point settings, dynamic decimal shifting etc. for different DU's in each outlet. Same should be configurable DU-wise in the system rather than being a global setting. The value displayed on the DU totalizer should mandatorily & exactly match in terms of number of digits, decimal point setting etc. with the corresponding value appearing in all the system generated reports, for reconciliation purpose & for receipt printing through standalone thermal printers.
14. It should also be possible to take download of all the reports in spreadsheet and pdf formats in external USB drive (standard Pen Drives available in market). Downloaded reports in spreadsheet format shall be ready for use

- in popular spreadsheet / pdf applications without any need for further formatting by user
15. The FCC must be interfaced to the ATG probes (capability of interfacing at least upto 8 tanks per outlet without any additional integration cost at a later stage).
  16. The FCC should be capable of performing Auto Tank Calibration.
  17. The system shall be able to communicate with / upload data to the HO server and remotely download data like unit price of the product to the DU's. HO server should be capable of enabling price change for a cluster of sites based on Town / Sales Area / Region / individual outlets, etc.
  18. FCC would be required to integrate different makes of RDU (Rate Display Unit)/LED based Monolith. There are multiple makes of RDUs in network and the Vendor is required to integrate all available makes with Automation. The Vendor will be required to integrate any new make of RDU which may be introduced within 3 months of getting the notification from HPCL, within the Project period/ Warranty period /CAMC period with automation at no additional cost to HPCL.
  19. During the entire CAMC period of this tender, HPCL may require integration of Non-Space units, Auto LPG and CNG dispensers of any make (supporting communication) with Automation System, flowmeters for bowser loading .HPCL will provide the Protocol to the VENDOR and allow VENDOR a period of one Month for each new equipment their Integration with no additional cost.
  20. Vendor to carry out updation of master database for incorporation of additional facilities such as tanks, dispenser pumps, changes in product assignment of tanks and DUs etc., as and when required without any cost to HPCL.
  21. The FCC should be available and pull data from all forecourt devices. In case of a failure of the pump, the FC shall update as per the electronic totalizer and other parameters from the electronics of pump as soon as it is connected back after pump fault is repaired / rectified. The difference in opening and closing pump totalizer reading should appear as exception report in common FCC / BOS as well as HO system.
  22. The FC controller shall maintain all audit trails, error logs & alarms of the equipment's and processes at the site.
  23. The FC controller shall capture all audit trials from dispensing units including error logs, event logs , k factor changes logs and store the same. The same to be sent to CHOS.
  24. The FCC should support PSTN / GSM/CDMA / Broadband modem, enable data transfer using VSAT network of HPCL. It must support TCP / IP.
  25. Forecourt Controller shall control all the pumps in forecourt & shall have facilities to -
    - Start pump
    - Stop pump
    - Unlock transaction
    - Clear Pump error
    - Start ALL pumps
    - Switch pump to recalibration mode
  26. The system shall be able to connect the dispensing units of different makes and products to Forecourt controller.

27. FCC shall be able to accommodate / communicate up to 32 fueling positions (pump or displays).
28. FCC shall be able to communicate with up to 8 tanks available in a RO.
29. The system interface shall be able to send the transaction data of the dispenser as well as able to receive the data. There should be a two-way reliable communication between the DU and the FCC. All other parameters of DUs like capturing of K factor, Error logs aborted deliveries and audit trail shall be captured in automation system
30. FCC should have adequate processor capacity and on-board RAM to meet the tender requirements.
31. Site Controller should support installation of wired mouse and keyboard. FCC should support standard make of USB DeskJet and laser printers (if provided by HPCL or dealers). Vendor to support the printer installation. Suitable drivers for the operating system of FCC would be shared with the successful bidder.
32. The design of FCC enclosure has to be approved by HPCL.
33. HPCL has already installed /is in the process of placing Digital price poles at the ROs. Site Controller should be able to integrate with the price pole electronics and push the product prices over wireless using forecourt wireless device. It would be binding on the Vendor to carry out this integration in the entire Warranty & AMC period whenever requested by HPCL at no additional cost for any number of different makes and manufacturers of Price poles. The necessary protocols, operating manuals & simulators as required for integration of price poles would be made available by HPCL. It may be noted that the digital price poles may be sourced from multiple number of vendors.
34. FCC which fails to confirm picking up DU/MPD totalizer readings on cumulative basis at least 10.2 format of digit value, shall not be accepted. HPCL will not allow wrap up formula application through RA Software in this case. Vendor to submit a written confirmation from site controller manufacturer in regard to this with tender specification.
35. FCC should have adequate CPU and memory capacity to handle simultaneous forecourt operations, data exchange transactions by the connected forecourt wireless device to DU/MPDs. Transaction loss or wrong data capturing due to System hardware limitations shall not be acceptable.
36. FCC should be able to capture and display the online net density from ATG (wherever ATG with online density functionality is available) OR the manual density entered in FCC to be displayed in the MPDs which have density display.
37. FCC should control the RFID based attendant tagging wherever installed. RFID tag readers should be configured in parallel simultaneous operation in the forecourt.
38. In RFID Mode if the Cash limit of DSM is reached he should not be able to do fueling without RO Manager/Dealer unlocking the DSM in FCC GUI which shall imply settling the amount in hand with cashier/RO manager. The Cash limit should be configurable at site controller through Monitor
39. The communication between FCC and Dispensers/MPDs should be two way so that necessary data, like product price, etc can be downloaded to the pumps via FCC. FCC maintained Product prices should supersede the prices maintained in individual dispensing units , when in Automation mode.

40. HPCL should be able to send instruction from HOS system to FCC for purpose of Price Change, DU/MPD Closure, RO shutdown, site configuration, Interlocking configuration etc. It should be possible to freeze and record the complete RO status at the time of RO shutdown and save it in a printable format at HOS. With RO Closure no DU/ MPD, connected in Automation, will be able to transact further. By the term Freezing HPCL means that the snapshot of the Retail outlet (DU Electronic Totalizer values, ATG Stock Values and will be recorded by performing a forced Settlement before RO Closure). Reopening of the RO after Remote shutdown, and the general steps of Shift Reconciliation to ensure best possible data capturing process is to be developed by VENDOR, as approved by HPCL. Remote web based GUI view-ability provision has to be there in the Automation system. Functionalities like Price change, RO closure etc. can be achieved by polling the HOS from the Site Controller OR pushing the updated prices from HOS to site controller
41. The Automation System will directly capture following parameters from the DU system:
1. Initial Totalizer, Final Totalizer, Rate, Amount, Product, Quantity dispensed, Preset Quantity, Preset Amount, Start time, End time, Confirmation from DUs Inbuilt Printer of having printed the receipt, Vehicle Number, Mobile Number for each transaction.
  2. Any mismatch in initial totalizer of current transaction and final totalizer of last transaction for same nozzle should be generated as an alarm along with transaction number of current transaction and time stamp of both the totalizer readings.
  3. To understand the reason for such mismatch, DU communication failure duration (time stamp of occurrence and normalization of alarm) along with last known totaliser (totaliser available with FCC before communication break) and the totalizer obtained at the time of restoration of the communication then alarm should be generated along with alarm id and DU communication restoration time for same nozzle where in mismatch in totaliser has been observed at point number 2 above.
  4. All log details (available in DU protocol) of the DU including error logs , event logs , calibration changes and K-factor need to be captured in the Automation System. Logs should be captured for initial (first time, when DU is taken under automation) and for any subsequent changes made.
  5. Nozzle wise idle time out setting of the DU needs to be captured in the Automation system.
  6. Pre-set and Actual delivery (Volume and Amount) to be captured in Automation System. This feature will be applicable to such dispensing units, which allows data as per its protocol to be captured by FCC.
  7. Report of deliveries i.e., transactions for which delivered quantity are zero against a given preset quantity.

8. Logs of DU Auto mode to Manual mode and reverting of DU from Manual to Auto mode.
9. DU's NANF Setting parameters (Enabled/Disabled)
10. DU inbuilt NPND feature - Status whether this feature is enabled or disabled and logs.
11. Prints taken from DU inbuilt printer.
12. Price change log carried out at DU end through the DU key pad. This facility will help us to capture the RSP details/log set in the DU in manual mode, when the DU reverts back to auto mode and communicates with the automation system.
13. DU generated testing logs and setting of testing Interlocks
14. Any other DU logs available in the DU protocol
14. In addition the DU in-built printers needs to be integrated with FCC . In addition, Tank wise density as entered in FCC shall be communicated to Connected DUs so that display panel in DUs for density shows same .
15. Daily checks of sampling, testing and own use functionality should be enabled on common FCC / BOS application.
16. Tank Truck Receipt Entry in common FCC / BOS Application

The system shall have provision to enter short receipt if any recorded on Challan (As per standard SOP for shortage booking). While generating Reports, System will take into consideration the Quantity = Challan Quantity – Shortage (if any recorded by dealer). A pop up message to be provided for taking confirmation from dealer that “Shortage entered in the system has been acknowledged by the transporter” when the dealer enters TT receipt quantity in the system.

When invoice for a particular load of TT for the RO is generated by JDE, HOS shall fetch the data and communicate the chamber wise details to FCC and same shall be populated in the BOS as “Stock in Transit” with chamber wise details of TT No., Invoice Number, Chamber Quantity, Density and Product detail.

As soon as chamber is decanted in the underground tank, ATG system will create delivery and same shall also be populated in the common FCC / BOS “Stock Received but pending to be Entered”.

Dealer will match the chamber wise invoice details with relevant deliveries created by the Automation system after recording the shortage quantity recorded on invoice, if any.

Any ATG delivery created in Automation system should be communicated in real time to HOS. This transaction should be communicated again after it has been matched with respective JDE details.

Dealer is also required to enter chamber wise observed density, observed temperature and system will calculate the density at 15 C and update. After

decantation, dealer is required to check the Tank density after allowing the settling time and selling the pipeline quantity. Dealer will manually measure density, temperature and density after decantation and update the same in Automation system. System should not allow any modification or editing once the TT received is entered in the system.

In future HPCL may go for Sealed Parcel Delivery System (SPDS) for TT Receipts at the RO. The Automation system shall have capability to integrate with SPDS of HPCL.

#### 45. HOS

HPCL provides network connectivity to its Automated Retail Outlet and this job envisages implementation of integrated centralized server system to monitor all its outlets where automation system is installed under various phases. HPCL also arrange through vendors who have implemented automation under various Phases to transfer all business data from FCC in XML format to central server via Web Service.

The responsibility rests with automation vendor to interact and co-ordinate for ensuring smooth data transfer from HPCL's Outlet to Centralized system. Vendor has to study CHOS in detail and develop all the required web services in FCC to transfer all the transactions, configuration details , control records, alarms, alerts, logs, errors , interlock, user activity logs, FOIR reports etc. The system at each outlet should be interfaced to the Central Server application layer for data transfer. On real time, the FCC should automatically transfer all the business data from all the devices at the outlet to the central server. The data should be transferred in Document format using Web Services only. Any technical development work required at outlet level will be in the scope of Automation vendor.

The World Wide Web is increasingly being used for communication between applications. The programmatic interfaces made available over the Web for application-to-application communication are often referred to as Web services. There are many types of applications that can be considered as web services but interoperability between applications is enhanced mostly by the use of familiar technologies such as XML and HTTP. These technologies allow applications using differing languages and platforms to interface in a familiar way.

Web Service will be running on Web Application Server at HPCL Central Server end. It will process all type of Transactions and Master Data instantaneously, the moment it is received by Central Server over web-services from the Client end ( i.e FCC). In every Web Service Request, FCC at RO has to send any transaction or master data to Centralized System, Web Service will receive and perform preliminary validation on the data received and send Acknowledgement as success or failure. The Web Service will take input as Document to process and send acknowledgement in Document format for success or Failure.

Web Application Server at HPCL Centralized Server end would validate the request in the following sequence:

1. All requests coming from FCC (Client) of any Retail Outlet to HPCL Centralized Server would be authenticated.

2. On successful Authentication, data validation should take up. For authentication failure cases, request will be dropped with a message as "Unauthorized Access".
3. Data validation would check if the RO Client Request format is Valid as per the API Document.
4. Data validation would further check for process specific data element validation and if successful, response would be returned as "Success" else response would be "Validation Failed".
5. All masters and reference data which will be maintained in FCC will be defined in Central database first by using CMS Central Portal by the respective hierarchy. These master data will be applied in FCC using the 'Pull' Web-services.
6. In case the connectivity is disrupted for an interim period, FCC will have provision to maintain the data in Local masters using the menu provided in FCC. However, such data will have to reference to the master available in Central portal which is already maintained. Under no circumstances, any reference or master data to be maintained without first maintaining in the Central Portal.
7. All masters maintained in Local FCC is also to be pushed to the Central Server through respective Web call methods.
8. Parameters Master defined in sub-sections will mention various connection parameters like connection URL for ITPS and URL for connecting to Central Server.
9. An MIS of all transactions wherein the preset qty & delivered qty do not match, should be generated & mailed to the sales officer at predefined intervals from HOS.
10. Vendors are advised to get themselves familiarized with HPCL HOS SERVER functionalities prior to bidding.

## **46. Remote Software Up gradation:**

The process of Auto Upgrade of software [common FCC / BOS] shall be as follows:

- Automation software application loaded in the FCC should be enabled for periodic up-gradations as and when required. There should be software upgrade Server centrally located either on cloud or on Vendor's data centre available for auto upgrade of software at FCC without the need for physically visiting the RO or any manual intervention. Software up-gradation to take place automatically at the EOD (End of the Day i.e., auto force shift closure at 23:58 hrs) without any human intervention. System to ensure all active nozzles are blocked during this process and no transactions shall be authorized during the up-gradation time. As and when new software is available and ready for installation in RO Automation System, RO Automation system should show the following message "Schedule Time of Software Upgrade DD/MM/YYYY, 23:58 HRS – Sales of Retail Outlet might be down during the software up gradation which may take up to 30 minutes" should be displayed scrolling. Vendor need to ensure that upgrade process is not touching any other parameter in FCC, and if backup is needed prior to upgrade that should be handled.

- In case FCC is down during Auto Shift Closure at 23:58 hrs, then whenever FCC is powered on the process of Auto Shift closure will be initiated along with software upgrade. Successful vendor to take approval of the final process from HPCL, clearly indicating the time required for up-gradation. Successful vendor to ensure that, in any case, auto up-gradation shall not take more than 30 minutes. In case the auto up-gradation is not successful, then the system should permit seamless operation as per the earlier version. An alarm to be generated for non-up-gradation of the software in HOS. Manual update process shall be resorted to only when Auto Up-grade is not successful. In case manual update of software from a remote system is also not possible for any reason, vendor shall physically visit the site and carry out the software upgrade. EOD time should be configurable. In case, EOD is not performed by the dealer ,system should implement auto shift closure at 23:58 hours
  - **However, keeping software up-to-date at FCC is in the scope of the automation vendor. Any software upgradation should be completed PAN India level within one month of development of software or else CAMC payment for the quarter will be paid only after upgradation of software.**
47. FCC shall be integrated with DU printers.
48. FCC should have inbuilt isolation of at least 1000V (optical or better isolation circuits) on all power & communication lines to all external interfaces.
49. The FCC should also support the feature of ATG Interlock: In case the ATG probes are not operational, the nozzles mapped to those tanks should not be authorized for dispensation. ATG interface module in the FCC should have the functionality to measure net delivered / decanted quantity of product, taking into account simultaneous sales through nozzles.
50. The FCC should also have an option (Configurable through BOS with admin access rights) to automatically cut-off the nozzles during the time decantation is taking place. FCC should automatically sense the decantation.
51. FCC and wireless hand held device should have classic Bluetooth and BLE connectivity or any other technology to interface wireless handheld device at forecourt through wireless slave module
52. Following features to be incorporated in FCC via common FCC / BOS application:

**1) Pump interlock if the pump test is not done.**

Automation System will lock respective Nozzles, if Testing for the Nozzle has not been marked within validation of 5Ltr within the defined time (10:00 hrs) which should be configurable downwards. Testing Interlock should be enabled by default. The said nozzle shall be locked for any further fueling except for Authorized Testing Transactions. Lock will be removed as soon as transaction of 5 Ltr is carried out against the nozzle which is authorized for testing. The system will automatically register this transaction as Testing.

In cases, wherein authorized 5 liters testing transaction and delivered quantity against this authorization is other than 5 liters, then the System would consider such transactions also as testing for record. However, the nozzle would remain locked. System would continue to allow Authorization for the next testing transaction and the nozzle would be unlocked only when 5 liters transaction is affected. This acceptable value of "5 Liters" to unlock the nozzle should be configurable to meet requirements of any future changes in Weights & Measures guidelines.

**2) Tank Truck Receipt Entry Missing Interlock**

In case a delivery is detected in FCC and if invoice entry is not done within 6 hours (configurable downwards as per HPCL requirement through HOS) from the time of completion of tank truck receipt, fueling positions connected to the tank will be locked by the FCC. Lock will be automatically removed once the RO personnel do the invoice entry.

This setting should be configurable for enable or disable tank-wise and by default it will be enabled.

Before decanting TT, it is mandatory for the dealer to prepare the serially numbered TT decantation checklist jointly signed by dealer and TT driver. Option to prepare checklist to be given in Automation System. The checklist so made digitally in the automation system to be serially numbered. This number should be mapped to the delivery detected in the tank by the ATG System. In case dealer decants the vehicle before creation of Digital Check list, exception alarm to be created. Dealer will be required to map/ update the serial number of the prepared list before entering the TT Details in the system.

There should be a cell in TT Receipt user screen, in which the Dealer would enter the serial/reference number and date of filling Safe TT decantation check list against the concerned TT that is decanted at the RO. If this is not filled, TT receipt entry should not be enabled. Since, the receipt entry is to be made within six hours of TT decantation; the connected nozzles pertaining to the tank in which the product was received would get blocked. Hence, it becomes pre-requisite for the RO Dealer to update the Safe TT decantation checklist in all the cases of TT Receipt.

Even ,if FCC is down and DU operation is going on the wireless unit, then, FCC once came back online should validate for receipt quantity.If product rise has been detected in ATG and should follow the process as mentioned above.

**3) No Print No Delivery (NPND)**

NPND functionality should be available in Automation Software in which integrated EDC (Integrated DU printers, if any) will be interlocked with the DU delivery. Delivery shall not commence for next transaction if print is not taken for the last transaction. The automation system should enable "Print Out" of the completed transaction from the respective DU Printers/EDC for carrying out the next transaction. Once a Nozzle has

been defined to operate under this concept, the System shall not authorize the Nozzle for next transaction irrespective of DU/EDC printer out of paper. Along with making of entry of vehicle number, there shall be provision to enter Mobile Number of customer also, if facility is available with DUs. The NPND configuration should be enabled for a threshold amount or quantity as selected, which is configurable under HPCL user profile. There shall be provision to enable/disable this interlock nozzle wise. This setting is configurable and by default it will be enabled.

HPCL user can deactivate it whenever required through common FCC / BOS application. A transaction whose printout has been taken from any EDC/DU printer in the retail outlet shall be marked with "Y" for the flag of print taken. In addition if DU inbuilt printer also provides such confirmation, same shall also be considered "Y" for the flag of print taken. However availability of such confirmation in case of inbuilt DU printers is subject to DU protocol.

**4) ATG communication failure (No ATG No Fueling)**

In case of ATG communication failure and ATG console communication failure for a continuous period of 180 seconds the connected DU/nozzles will be locked by the Automation system. Once ATG communication and ATG console communication is restored, connected DU/Nozzles shall get automatically unlocked. This interlock should be feasible for enabling/disabling tank wise for ATG probe communication failure. This setting is configurable for enable/disable and by default it will be enabled.

**5) Alarm / alert for suspect manual transaction by monitoring totalizer difference after every transaction.**

**6) Pump interlock if tank water level is high.-**

If High Water Level Alarm is generated by ATG System, fueling positions connected to the tank will be locked by the controller. Lock will be automatically removed once the water level comes back to normal. This water level setting should be configurable tank-wise. By default this interlock should be in enabled state.

**7) Pump interlock if the product level is low.**

When the product goes below low, Low Product Level Alarm is generated by ATG System & fueling positions connected to the tank will be locked by the controller. Lock will be automatically removed when Product level reaches above low level. This setting should be configurable tank-wise. By default, this interlock should be in enabled state.

**8) Preset Vs Actual Interlock**

If the product present quantity is not matching than the delivered quantity for more than 3 times in 12 hours , dispensation from DU will be stopped. This interlock can be disabled thru dealer/outlet manager. However "0" deliveries will not be counted for this interlock. This interlock data needs to be pushed in CHOS.

9) **TT Decantation Interlock**

While TT decantation is in process, the nozzles connected to the concerned tank will be locked for any fueling transaction. All the nozzles will be unlocked for fueling transaction as soon as TT decantation is completed. This interlock shall be configurable tank-wise and by default would be set as enabled.

10) **Tank Leakage Alarm**

When no sales is going on from tank, if ATG system detects fall in product level at rate of more than equal to 1 Liter/hour for a period of minimum 2 hours, tank leakage alarm. This alarm shall be configurable tank-wise.

11) Price not received interlock: Nozzle to get lock, if product price is not received from CHOS. Facility to be there for unlock by acknowledging no change in price or manual updating of price.

12) Nozzle to get locked, if transaction data transfer has not taken place to CHOS.

13) **FCC should be able to generate following alarms to be shown in common FCC / BOS application.**

- ATG product high
- ATG product low
- Tank high water alarm
- ATG probe communication failure
- **ATG Struck**
- Product Receipt in Tank in progress
- Leak Detection Alarm
- Pump Communication Failure
- EDC Communication Failure
- Preset Validation against actual delivered quantity
- No connection to CHOS Server
- No connection to Loyalty Server
- No connection to Vendor's server
- Mains Failure
- Voltage input High
- Voltage input Low
- Frequency input High
- Frequency input Low
- Battery Low Voltage

- Battery High Voltage
- Over Temperature
- Overload
- Charging Failure
- Changeover failure
- Fan Failure
- SPD Failure Alarm
- Difference between ATG reading and JDE invoice quantity is beyond ± 4% of tank capacity

Once the alarm is normalized alarm automatically disappears from Alarm Dash Board, All the above features are dynamic and there may be need to generate addition alarms/ alerts/ reports based on market requirements. HPCL is at discretion to seek additional alarms/ alerts/ Reports etc. as and when required without any additional cost. Periodicity for such changes will be once a quarter.

**Reason for Interlock of DUs should be shown as a mnemonic on BOS for easy analysis and understanding of RO Use**

53. FCC should be designed in a modular & scalable manner & should be technically capable of communicating with the following add-on devices at a later stage, as & when required, at no extra cost, as per specifications mentioned in part-2 of the section:
  - Density Probes
  - Point of Sale system
  - RFID-based readers & tags for attendant tagging
  
54. FCC should be able to independently manage / handle the following minimum operations at the outlet:
  - Communicate with & control the DU's and EDCs.
  - Communicate with the ATG system & capture ATG reading after every transaction.
  - Capability to store upto 2 years' transactions (including DU totalizers & ATG level data) in its on-board memory. Over-writing of transactions to be allowed as a configurable option only under admin rights, by the system.
  - Capability to perform Auto-Tank Calibration.
  - Capability to perform End-of-day as per user-selectable mode and time (duly protected by system administrator rights):
  - Forced EOD: The FCC should lock all the nozzle at the pre-defined outlet time for forced EOD. In case, all the nozzles are not idle at the time, the idle nozzles be locked immediately & the busy nozzles subsequently (as & when ongoing transactions end & the nozzles are hung back on the boots), till the last nozzle is locked. The system should automatically perform EOD without any manual intervention. System should also support smart EOD concept, so as to capture all nozzle and tank readings when all DUs come to Idle mode 1<sup>st</sup> time after defined EOD time. There shall also be provision to have configurable EOD timing so that dealers at their convenient time can do the EOD and have their record.

Note: In both the above cases, the EOD should not take more than 5 minutes, from the time the last nozzle is idle / locked, till the time the last nozzle is released for further transactions.

- DU will provide data on flow rate of product for each transaction and for the day. The same has to be picked up. DU also stores day wise average LPM and the same needs to be picked up. Report is required on LPM over a period (day wise) to analyze healthiness of the DU. Alerts (critical) if the LPM is below threshold level. This is required as any abnormal low lpm in pressurized system is an indication of pipeline leak. This data has to be pushed to CHOS.
- DU will provide Electronic Door sensor logs with date and time of opening and closing. The same should be retrieved by automation and stored and data has to be pushed to CHOS.

## 55. Discount Feature at Automated Retail Outlets through FCC

FCC should have feature of configuring promotional discount to any customer based on transaction size. - e.g. 1% for transactions more than Rs.100/- and less than Rs.1000/- and 2% for transactions more than Rs.1000/-.

The discount defined here is local per site. The discount will be calculated after transaction is made, no price will be changed on pump. On Printer receipt will print the full amount, discount % and amount to pay.

Since discounts include MOP, actual discount can be calculated only once the MOPS is known. In most cases it requires that a receipt will be taken. Transactions where receipt was not issued, will be marked as cash, after the defined timeout. However no discount will be applied to these transactions since the customer is not present any more. Discount is applicable to all products (wet and dry) and is to be calculated on the total transaction amount. On all various reports, need to display both full amount and discount amount for proper reconciliation.

**There are two types of discount definition:-**

1. Campaign:

The following table includes all parameters user need to define.

Configuration Parameter (Campaign Period):		
HEADER DATA	SELECTION / VALUE	DESCRIPTION
Start Date	01.03.2013	Start Date of scheme
Start Time	06:00:00	Start time of scheme
End Date	31.03.2013	End Date of scheme
End Time	23:59:00	End time of scheme
Multi Select or all		

Applicable on Pump(s)	Multi-Selected or All		
Applicable on product(s)	Multi-Selected or All		
Applicable on MOP	Selected or All		
SLAB 1 to slab 5 for each product	Amount / Volume	Selection (Rs / Litre)	
Min value	Min amount / volume	Min value of (Rs / Litre)	
Max value	Max amount / volume	Max value of (Rs / Litre)	
Status	Active / Deactivate	If active run the ADD IN If Deactivate do not run the ADD IN	
Discount	% / Value, Rs	Discount in % of Rs/Litre value of Rs/Litre OR Rs only	OR specify Rs Only

It should be possible to apply discount centrally by selecting ROs, mode of payment, product type, mode of payment, quantity of product taken. A campaign is discount given over a given period, it should have a start date and end date. The discount can be applied to specific pump, product or method of payment. User can select if the discount is for volume or amount. The discount can be given in % from value or as absolute rupees. Slabs can be defined so the discount given can be related to value of transaction.

- 2 Happy Hour: This type has start time and end time (of the day) and the effective days of week.

<b>Configuration Parameter ( Happy Hour Period):</b>			
<b>HEADER DATA</b>	<b>SELECTION / VALUE</b>	<b>DESCRIPTION</b>	
Start Time	06:00:00	Start time of scheme	
Periodicity	(Monday, Tuesday.....) Multiple selections to be provided		
End Time	23:59:00	End time of scheme	
Applicable on Product	Multi-selected or All		
Applicable on Pump(s)	Multi-selected or All		
Applicable on MOP	Multi-selected or All		
SLAB 1 to 5 for each product	Amount / Volume	Selection (Rs / Litre)	
Min value	Min amount / volume	Min value of (Rs / Litre)	
Max value	Max amount / volume	Max value of (Rs / Litre)	
Status	Active / Deactivate	If active run the ADD IN If Deactivate do not run the ADD IN	
Discount	% / Value, Rs	Discount in % of Rs/Litre value of Rs/Litre OR Rs only	OR specify Rs Only

The difference between Happy hours and campaigns is regarding the time span. Happy hours are defined per a day of week (Sunday, Monday, etc.) and the start and end time for this day. All other discount properties are the same.

User can define maximum of 5 discount lines per each campaigns or happy hours. Each is applicable to a specific MOP(s), Pump(s) and Product(s), one of each or multi selection. Each discount type can have up to 5 slabs or levels of discount per the transaction amount or volume.

A discount line is applicable to a transaction if the transaction start time or end time is inside the time range defined. If start time does not exist only the transaction end time is used.

The transaction will be written with the original amount, as reported from pump, and the discount amount. In addition, and indication which discount campaign or happy hour was applicable (best discount) In case two applicable campaigns have same discount the first one will be marked in transaction. This will allow future tracking and reports if such will be required.

All deleted discount lines by user must be available in system for future tracking.

It is possible that two discounts will overlap and will be applied to same transaction. In this case customer will receive the higher discount. (No "double dipping").

Note: This feature shall be enabled or disabled at set up level (Admin/HPCL). If this feature is enabled, then only the discount shall appear in e bill. If discount option is not enabled, then discount line shall not appear in e bill issued to customer.

The discounts schemes should also get downloaded remotely to the FCC from the HPCL HOS.

Discount should be generic in nature which has to be deployed centrally (remotely) to all ROs or selected ROs. Discount should be parameter based and should support basis the option as mentioned below:-

1. Product wise e.g. it can be single product like Diesel or Petrol or both
2. Method of Payment e.g. only for Cash or Credit or combination of Cash Credit Card & Loyalty.

Discount Module will have start date and end date. All the discount &campaign configuration will be received from HOS. Discount should be applied on the transaction processed on the EDC terminal. Both FCC and EDC should be capable to receive discount configuration from HOS.

Common FCC / BOS Application will also have feature of configuring promotional discount to any customer based on transaction size. In this case the discount will be calculated after transaction is made; there will be no change in RSP. In addition discounts may be based on Method of Payment (MOP), the applicable discount will be calculated only after MOP is known. The printer receipt will show full amount, applicable discount and amount to pay. Discount is applicable to selected products and will be calculated on the total transaction amount.

Considering the current competitive market scenario, it is necessary to have differential pricing/discount management capabilities in Retail Automation. The capability must be flexible enough to provide for global as well as Sales Area/Region/Zone/ Class of ROs, specified regions or stretch of highway or any such condition/situation as per business requirement, specific discounts including time and slab based discount administration module.

The access to the discount database for creating/editing discount rules shall be provided to relevant users through an appropriate system.

### **Slab Based**

If Volume based discount is selected it means that Rs X will be the discount against Y litres of fueling. Examples of Slab based discount:-

SLAB 1: Fueling between 100 liters to 200 litres for diesel.

A discount of Rs 0.5 per Litre then for fueling of 100 Litres the applicable discount will 100Litres \*0.5 =Rs 50

SLAB 2: Fueling between 200 Litres to 300 Litres for diesel.

A discount of RS 0.75 per Litres for this particular slab then if fueling is done for 300 Litres than the discount will be  $300 \times 0.75 = \text{Rs } 225$ .

SLAB 3: Fueling of above 300 Litres for diesel.

A discount of RS 1 per Litres for this particular slab than for e.g fueling done for 350 litres the applicable discount will  $350 \times 1 = \text{Rs } 350$ .

SLAB 4: As defined by HPCL

SLAB 5: As defined by HPCL

It can be noted that the values mentioned under different Slabs above are just for the sake of giving an example and not necessarily the actual desired values. These Slabs will be parameterized and user should have the flexibility to select any value.

**MOP based discount:** if MOP base discount is selected it has to be applicable on the total amount for that particular transaction. For e.g. for fueling of RS 1000 if the selected MOP bank card and applicable discount is 0.75% then the applicable discount will Rs 7.5 (0.75% of Rs 1000).

**Combination of Volume and MOP Discount:** HPCL may require the functionality wherein it wants to apply discount basis the fueling of a specific product and additional discount over basis the MOP selected

E.g. Fueling between 100 liters to 200 Litres @ volume fueling discount of Rs 0.5 and Rs 0.75% discount if the payment is done through bank card.

If fueling is done for 100 Litres with product rate as Rs 50 then the actual amount will  $100 \times 50 = \text{Rs } 5000$

Volume discount for 100 \*0.5=Rs 50.

Amount after factoring Volume discount will 5000-50 = Rs 4950.

Applying Bank card discount of 0.75% on Rs 4950 which is Rs 37.12 The total applicable discount will Rs50 (Vol Disc)+37.12(Card Disc)= Rs87.12 and net amount to be collected against the fueling will be Rs 4912.88.

### **Reports showing discount**

All reports that shows sale amount need to be extended to show additional discount and Net Sale fields. For reports that have breakdown of MOP the two fields should be shown per MOP.

"Discount" – per transaction or total of absolute discount given amount

"Net Sale" - per transaction or total of net amount paid

Main reports are given below, where discount needs to be reflected as per above:

- Custom Reports
- MOP Wise Reports
- Attendant Performance Report
- Shift Report (Daily)
- Audi Trail for Individual Transaction
- Vehicle number wise and segment wise report
- Nozzle utilization report
- Vehicle number wise report
- Fuel Sales Trend
- Daily Product Wise Sales based report
- Attendant wise MOP report
- 

### **B. Back Office System (BOS Printer + Monitor+ Keyboard +Mouse):**

1. The successful L1 Bidder has to develop common FCC / BOS application as desired by HPCL and as mention in earlier section. All the SLA related to common FCC / BOS application will be applicable to L1 Bidders only. L1 Bidders to install this This Common FCC / BOS application shall be fully integrated to FCC. L2 bidder to install the common FCC / BOS application in their FCC hardware, any issues with application interfacing with their devices / site application should be taken up with L1 vendor and mutually resolve them. However, it will be responsibility of L2 vendor to complete installation & commissioning of automation at their outlets as per timeline of this tender.

The architecture shall be such that all the outlet operations shall carry on (including sale – stock reconciliation) even in case of this Common FCC / BOS is down. The common FCC / BOS shall essentially be provided to carry out the following activities at the outlet:

- Manually inputting receipt details including Product, Volume, temperature, density, date & time, invoice no. etc.

- Manually inputting tank density for the LEDs to display /DISPENSING UNIT at the forecourt, through FCC.
  - Manually inputting any other message for display at the forecourt, on the LED display
  - Performing End-of-Day & End-of-Shift.
2. Complete common FCC / BOS application access based on login type (Login Profile) will be available on the Dealer Mobile Phone/ laptop/Monitor when accessing by connecting to FCC's LAN over Wi-fi (using wireless router) or wired . Following Management functionality provided by the RO Operations of common FCC / BOS application must be accessible
- Log in  
Pump GUI  
Tank GUI  
Device status  
Shift Management  
EOD Configuration  
Product Price change  
Tank Truck Receipt Entry
3. FCC's common FCC / BOS application should provide all the functionality to effectively manage Forecourt being controlled by Wireless FCC. This common FCC / BOS application should perform following operations:
- Provides a visual representation for control of dispensers on the Forecourt through a graphical user interface.
  - Common FCC / BOS application manages the day-to-day running of the Forecourt along with MIS reports.
4. In case of non-availability/failure of VGA/HDMI port, monitor, keyboard & mouse at site FCC's inbuilt web based Common FCC / BOS Application with complete functionality should be available on any mobile, ,laptop connected in FCC's Local Area network over Wi-fi (using wireless router) or wired to the FCC LAN. This application should be accessible through any standard Internet browser.
5. Communication links between the two (wired or wireless) might be vulnerable to threats like hacking and tampering with data if not protected properly. In order to address this threat, all communication channels between the office systems (such as FCC, Wireless Devices) and the forecourt devices (DU, EDC Machines, etc.) are encrypted end-to-end using AES128 encryption. In addition, mutual authentication based on AES128 is performed between the FCC and forecourt devices to prevent communication spoofing by unauthenticated devices.
6. If DU is capable of providing the information on change in operational mode (Automation to manual mode or vice versa) through a communication protocol, FCC should be able to take the input and generate report at the RO level. The consolidated report is also required at HOS level (Zone wise & Regional level). The report format shall be shared with the successful bidder.
7. If DU is capable of providing the information regarding change in K –factor (calibration factor) through a communication protocol, FCC should be able to take the input and generate report at the RO level. The consolidated report is also required at HOS level RO wise, Zone wise & Regional level. The report

format shall be shared with the successful bidder. Further, automation system should generate email/SMS alerts for such instances of such change in K-factor.

8. Common FCC / BOS should facilitate

- Report generation by outlet staff.
- Real-time view of the forecourt (DU status- offline, online, idle, dispensing, transaction finalizing modes) & inventory (Tank status- Product level & volume (TC at 15 deg C), ambient temperature, water level & volume, Alarms as specified in ATG specs).
- Forecourt & attendant configuration.
- Price change at the outlet level, which shall be recorded in the logs & appear in the form of report.
- Viewing auto-calibration status for all the tanks
- Forecourt configuration (definition of grades, tanks, fueling positions, payment devices, service types/modes, etc.)
- Set or change forecourt operation mode: Attended (tagging mandatory for nozzle authorization) / unattended mode (tagging not mandatory).
- Definition of site and POS tables (site details, cash limits, unit of measures, Methods of Payments, currencies)
- Local accounts management (fleets, users and vehicles configuration, credit limits & balances etc.) for paperless transactions using RFID readers & tags for vehicle identification.
- Add/ delete/ Modify Tank and DU information.
- Configuration for receipt printing modes:
- Optional / on-demand printing mode
- Mandatory receipt printing mode (Nozzle should not be authorized for next transaction before receipt is printed)
- Mandatory vehicle no. entry mode (Receipt should not be printed & nozzle locked till vehicle no. is entered during receipt printing)

The above mode setting should be fueling position-wise.

9. The software shall be designed for suitable operating system and ODBC compliant Database. All the software specification shall be complied on FCC combo.
10. The reports generated from the back office system should have the option of selecting "From" & "To" dates & time. The report generated for the outlet should religiously display the data between the selected time period, irrespective of end-of-day / end-of-shift been done or not.
11. It is envisaged that during the entire contract period including CAMC, HPCL would like to go for additional features in software or for integration of any HPCL/ Third party supplied free issue items with Automation. While communication protocol shall be shared with the vendor by HPCL, no additional charges would be payable because of any kind of software modification for integration of any HPCL/Third party supplied free issue items during contract period. The vendor shall complete this additional developmental work within one month from the date of communication. However, any new make and model

of DU is introduced, needs to be integrated as and when required within 10 days.

## 12. Reports

- a) View & print facility for outlet level reports should be available.
- b) Report formats shall be finalized with the successful bidders during the course of the project.
- c) List of tentative reports are furnished below.
  - a) MOP Wise Sales Report
  - b) Dry Stock Report
  - c) Various Exception Reports as per business requirements.
  - d) DU offline / ATG failure Reports
  - e) Nozzle wise RSP change report
  - f) Nozzle Utilization Report
  - g) RO dry-out report
  - h) Preset Vs actual delivered quantity report
  - i) Shift reconciliation report
  - j) Product Wise/ Tank Wise Variation Report
  - k) Audit Trail for Individual Transactions
  - l) Audit Trail for Price Change at RO Level
  - m) Vehicle No. Wise Report
  - n) Hourly Tank Stock Report
  - o) DSM Wise MOP Report.
  - p) Field Officer inspection report (FOIR): take into account the MDG parameters for Calculating Permissible Variation Quantity.
  - q) Monthly Totalizer Report
  - r) Daily Product wise Sales based Report
  - s) Fuel Price Vs. Fuel Sold Breakup Report
  - t) Credit/Advance Party Deposit Details
  - u) Detailed Credit/Advance Party Report
  - v) Customer SMS site report
  - w) Tank Truck/Bulk Receipt Report
  - x) Vehicle no wise & Segment wise Reports
  - y) DSM Performance Report
  - z) 24 Hr. Wet Stock Sale Statistics (Graphic)
  - aa) 24 Hr. Wet Stock Sale Statistics (Numeric)
  - bb) Report on BDS (Bank deposit statement) with EOD
  - cc) Density register
  - dd) Report on alerts from FCC regarding customers who have taken more than 750 lts in 3 months ( Quantity and period to be configurable)
  - ee) Report on AUTO to manual mode
  - ff) Fill size based report
  - gg) Daily Network availability Report
  - hh) Report on change in K-Factor
  - ii) Daily Sales Report as per Auto Shift closure at 23:58 hrs
  - jj) Dealer's Daily Sales Report as per Shift closure at DSR Shift timings chosen by dealer
  - kk) Shift Report
  - ll) Stock Reconciliation Report

mm) Inventory Report  
 nn) Transaction Report  
 oo) Product Price History Report  
 pp) Alarm History Report  
 qq) Dispenser Reconciliation Report  
 rr) DU Log Reports  
 ss) Irregular totaliser Report  
 tt) Manual Sales Record  
 uu) Customized Report  
 vv) HPCL Loyalty transactions Report  
 ww) DU/Nozzle Wise Sales Report  
 xx) Attendant Sales Total Report  
 yy) Product Sales Total Report  
 zz) User Activity Report  
 aaa) Downtime Report for each Integrated Equipment  
 bbb) Any other Report as per business requirements during contract period.

1. System to generate and store exclusive Exception reports for ATG (Product High/low, Power on off, High water levels).
2. Vendor to provide graphical depiction of the reports wherever possible after discussions with HPCL.
3. HPCL is entitled to ask for 20 more reports based on its business requirement during the contract period and vendor to provide the same at no extra cost
4. All reports should be easily imported at least PDF, HTML & EXCEL format for MIS purposes
5. The application software running on the site controller shall generate various reports like the daily, weekly, monthly sales/ stock reports, wet stock and dry stock reports, supplier reports etc.
6. The RA Vendor will design the FCC solution in such a way that HOS can access information from the FCC over network for sales information and price change with prefixed timings for application. HQ system to have access of Site and functionalities like Price change, RO closure etc. can be achieved by push from HQ application or pull from FCC.
7. RO LEVEL REPORTS

Following minimum inputs must be there for generating any report.

- Period Options with calendar options
- Time options

All the output reports must have following minimum header details

<b>REPORT DESCRIPTION :</b>	
<b>RETAIL OUTLET NAME:</b>	
<b>CUSTOMER No :</b>	
<b>ZONE :</b> _____	<b>REGION:</b> _____
<b>FROM /TO :&lt;Date &amp; Time&gt;</b> <b>(*as applicable)</b>	
<b>REPORT GENERATED ON :&lt;Date&amp;Time&gt;</b>	

Print Option

Save Option

8. Any mismatch between closing Totalizer of last transaction and opening Totalizer for last transaction captured in Automation system should be recorded as irregular Totalizer report and an alarm should be generated.
9. A report is required wherein any mismatch is there in the rates provided by DU logs and rates available in the Automation system.
10. There are certain DUs which provide Delivery logs to Automation system. Whenever such DU reconnects with FCC after a period of manual sales, these delivery logs for period of downtime should be captured and shown as separate report.

### **13. End-Of-Day (EOD) / End-of-Shift (EOS):**

EOD / EOS are the processes wherein the system at site is required to settle the transactions/ batches. Although the site can run an EOD / EOS process at any time, the system should be enabled for auto EOD / EOS at pre scheduled time of the day in line with the operating process, as per the configurable options mentioned below. The EOD / EOS inter alia other activities must reconcile the sales / stock and cash during the period. The EOD / EOS transaction can be performed manually under following circumstances:

- i. At a pre-defined time of the day / shift (e.g. after business hours).
- ii. If any repair/maintenance is required on Common FCC / BOS application, EOD should be performed before such repair/maintenance.
- iii. As per site convenience.

Provision shall be made in the software for the following configurable options (with appropriate admin user rights only):

- a) Pre-scheduled EoD & EoS: EOD / EoS shall happen at a pre-scheduled time, if all the nozzles are in idle mode, else the FCC shall wait till the time all the nozzles are back on the boot.
- b) Manual EoD & EoS: As & when the outlet manager / dealer desires.
- c) Forced EoD & EoS: EOD / EoS shall happen at the pre-scheduled time, by forcing all the nozzles to get locked. In case the transaction is on at any one or more of the nozzle(s), the FCC shall wait for the transaction to get over before locking them in the order the nozzles are put back on the boot, till the last nozzle is locked. The EoD / EoS shall happen subsequent to all the nozzles are locked for further transactions.
- d) Any EOD / EOS process should not take more than 30 seconds for any amount of data stored in the FCC.

**Note: The EoD / EoS shall happen at FCC level only. BOS shall only provide a user interface for carrying out the activity. Similarly, data transfer to & from the Head Office Server shall also happen at FCC level & should not be interrupted in case the BOS is down.**

In case the input power is not restored within the battery backup time, Safe Shutdown of the Site Controller System should happen automatically when the battery is at the verge of complete discharge. There shall be external LED indicators when Site Controller System goes in battery mode and an audible alarm/beep to be on when the Site Controller System is on battery mode.

## **14. Trends (Samples only)**

- Amount & Volume Wise Sales Profile
  - Number of Transactions on Y axis and Amount slabs on X axis
  - Number of Transactions on Y axis and Volume slabs on X axis
  - The report should be available for “from date-time - To date – time”.
- Attendant Wise Sale
  - Generated trend of Attendant wise sale
  - The report should be available for “from date-time - To date – time”.
- DU Utilization (Automation Vs Manual)
  - Generated trend of Nozzle Utilization
  - The report should be available for “from date-time - To date – time”.
- Exceptional Stock Variation
  - Generated trend of Exceptional stock Variation
  - The report should be available for “from date-time - To date – time”.
  - Generated trend of Shift wise Exceptional stock Variation report
  - The report should be available for “from date-time - To date – time”.
- Product Wise Stock Loss/Gain
  - Generated trend of Product wise & Tank wise stock Loss/Gain
  - The report should be available for “from date-time - To date – time”.
- Product Inventory at Current Time
  - Generated trend of Tank Inventory
  - The report should be available for “from date-time - To date – time”.
- Pump & Nozzle wise sales
  - Generated trend of Pump & Nozzle wise sales
  - The report should be available for “from date-time - To date – time”.
- Monthly sales (All Product)
  - Generated trend of productwise daily and Monthly sales
  - Apart from standardized daily/monthly sales report, the sales trend report should be available for “from date-time - To date – time”.
- ATG Vs Invoice Receipt
  - Generated trend of tank wise and product wise ATG Receipt vs Invoice Receipts
  - The report should be available for “from date-time - To date – time”.
- Stock Reconciliation
  - Generated trend of daily and monthly stock reconciliation
  - The report should be available for “from date-time - To date – time”.
- Any other trends as per business requirements during the contract period.  
(15 minimum)

## **15. Price Change:**

- a) Price change module in the BOS application should have the following options:
  - Price change at pre-scheduled date & time
  - Manual price change (As & when desired by the outlet staff)
  - Auto Price Update thru CHOS

In all the above cases, the price change history should be logged with date & time stamp & should be available in the form of report with all the details.

Such logs should never be deleted / over-written by the system & should not be editable.

- b) The price change history with all the details should be necessarily sent to the central CO System at the end-of-day, along with other data.
- c) The Product prices for each of the operating schedules can be configured from the Price Schedule page. These price changes can be scheduled to occur at predefined time without the presence of the RO personnel.
- d) The system should also accept & implement the prices as communicated from HOS. This communicated price would overwrite the existing prices in the System. A price push acknowledgement should flow back to the HOS as soon as prices are updated in the FCC, as per a defined protocol for real time communication with HPCL Server. Price change history data can be obtained using the Historical Price Changes report.
- e) Though option would be available to update RSP locally through FCC as well as through HOS, discounting schedule can only be updated in FCC through HOS .On runtime, FCC would compute the applicable rate by considering the RSP and discount value in Rs per UOM (Litre or Kg), if any, and shall communicate the final applicable rate to DUs.
- f) The FCC Solution should have the capability to take multiple prices with different date/time stamps. This feature will be beneficial if HPCL wants different RSPs at different times in a day
- g) FCC should seek latest RSP from the HOS every 5 minutes. FCC should seek the latest RSP from the HOS immediately when it is rebooted and every time it re-establishes connection with the HOS. The solution should be so designed that it does not result in any lag in the FCC functionality by its seeking of new price every 5 minutes.
- h) Price from HOS gets priority over any kind of manual entry on availability of network connectivity. Dealer to undertake price scheduling at FCC end as well, to ensure price change in case there is no connectivity with HOS. Manually entered price scheduling will remain effective till connectivity is established or price recorded is pulled from HOS. Auto HOS pull gets affected from FCC on establishment of connectivity and price record getting pulled by FCC from HOS. On establishment of connectivity even if there is no change in price, the old/existing price record will be pulled by FCC from HOS and ensure correctness of rates of HOS. The latest price push of Auto HOS overrides any other earlier price push even with similar date & time stamp.
- i) Price change option for dispensing units through BOS GUI should be possible thru password and the same should be recorded at back end and never editable. This means HPCL must know and be able to validate all price changes with date and time stamp for last one year.
- j) **Special Price at a Nozzle-** It should be possible to push special price to a particular nozzle. Thus, different nozzles having the same product can have different RSP. The above functionality is intended thru HOS only and local level price push should be kept disabled by default. However, solution should have the capability to accommodate the same. Logic to be shared by the successful bidder.
- k) **Nozzle Lock –** Suitable provision should be there, if price has not been received by the FCC/BOS at predefined time, then all Nozzle should get lock and message for same to be displayed on the screen. Nozzles to be made operational once,

new price is updated or acknowledge for no price change being done at FCC level.

## **16. AUTO INVENTORY POINT (AIP) AND HALF HOURLY RECONCILIATION**

Inventory points will be automatically generated by the system on clock half hourly basis.

FCC will collect DU totalizer reading and tank inventory without stopping fueling operation. If any dispenser is under fueling during AIP process, totalizer reading of last known transaction for the DU will be captured.

FCC is capturing DU totalizer reading with every transaction and ATG reading at every minute. In case DU is not communicating at the time of AIP - Last known DU's totalizer reading is to be considered with remarks viz. time stamp of communication failure.

### **C. Scope of Integration with Loyalty Server/s and HPCL Provided EDC**

HPCL has deployed Drive Track Plus and HP Pay payment system which provides convenient Payment options for customers patronizing HPCL Retail Outlets for fueling. The solution works on Android EDC , GPRS , WiFi EDC . The EDCs may have feature for identifying the customer thru Automatic Number Plate Recognition as well as Mobile number. Sale transaction in a prescribed format shall flow from Fore Court Controller (FCC) to HPCL Server/s. This transaction shall have data such as RO identity, Unique Transaction ID, DU No., Nozzle No., product, RSP, quantity, value, discount data (if any, such as discount factor, discount amount, discounted value etc.) customer/vehicle details (if captured).

The Vendor is required provide functionality to Communicate with Central Server ( Provided by HPCL ) , HPCL Loyalty Servers or any other Payment Aggregator from FCC . Vendor to provide capability to communicate with Multiple servers (min. 4 different servers ) at the same time from FCC.

The Vendor shall make provision to

- a. Communicate RSP with HPCL Provided EDC Terminals thru wireless mode from FCC
- b. Communicate Transaction with the EDCs from FCC thru wireless mode. The FSM shall input Pump Number, Nozzle Number or any relevant parameter to get transaction/s from FCC.
- c. Support Communication between FCC and HPCL Provided EDC Terminal (Two Way Communication ) to facilitate.
  - a. Vehicle Identification using ANPR
  - b. Vehicle Identification using RFID Tags etc.

Vendor shall provide necessary APIs / Web Services and support integration.

- d. Support Communication between FCC and HPCL Servers e.g. Drive Track Plus , HP Pay etc (Two Way communication) to facilitate
  - a. Vehicle Identification using ANPR
  - b. Vehicle Identification using RFID Tags etc.
  - c. Communicate the Sales Transaction with HPCL Server/s ( Initially without MOP)
  - d. Preset functionality using Drive Track Plus or HP Pay Mobile app
- e. Update the transaction with Method of Payment in FCC and communicate the same with HPCL Server/s
- f. Print and re-print the transaction bill on HPCL EDC

Vendor shall provide necessary APIs / Web Services and support integration with HPCL Servers from time to time.

The FCC should be able to communicate with multiple HPCL Provided EDC/s simultaneously without latency.

Vendor should make provision to allow pre-set of DU using EDC/s. Scope of RA Vendor shall be to provide APIs / Web Services to enable this functionality.

The connectivity between FCC and HPCL Loyalty server with Redundancy to achieve Transfer of data to Loyalty server within 2 seconds completion of Transaction. The Connectivity ( including router if required ) shall be in the scope of the Vendor.

#### **Scope of Integrated Payment System (IPS) is as under:**

- RA vendor is required to integrate any IPS/ITPS system put up by any vendor authorized by HPCL, with the automation system, at no extra cost. RA Vendor will provide full support to integrate such system which HPCL may propose any time during the tenure of the arrangement.
- Loyalty Application of HPCL, like DT Plus, HP Pay, Payback etc. are required to be integrated with Automation system by the RA vendor, at no extra cost. RA Vendor will provide priority support for integration with both Loyalty systems and IPS placed by other vendors.
- RA vendor will provide and facilitate connectivity from EDC to FCC for various purposes including fetching of transactions in all these cases

#### **Scope of Dispensing units is as under:**

- **DU protocol for Automation mode change – For Dispensing Units**

Mode change from Automation to manual happens in a dispensing unit thru a password which is done manually. Provision shall be made in automation system to change this password and release it to desired recipients as per process flow designed by HPCL.

Suggested process flow is indicated below

1. The DU will be in Standalone mode when dispatched from the factory
2. At Site, when the DU is configured for the first time , DU receives a valid packet as per protocol from the Automation system, the DU will switch over to Automation Mode.
3. Once the DU is in Automation mode, the Password Change option for Level 4 will be Disabled through the DU Keypad.
4. For uniformity purpose ,automation system need to capture the serial number of DU and make of DU
5. There will be a dedicated command to set the password for Level 4 (Auto to Manual Mode Change) through FCC. Password should not be made visible at FCC level, however it can be made visible at HOS to specified authority
6. Once the command is send to the DU, the DU will overwrite the existing password (available with the DU) with the new received password from FCC
7. This password will not be communicated or displayed anywhere for security reasons
8. Dealer has to initiate the approval for mode change. Approval process should be specific to the dispensing unit configured in automation system.
9. Approval request must contain duration of manual mode operation. The same needs to be captured by automation system
10. After approval from concerned Regional Manager —the password will be communicated to the Dealer & the Sales officer via SMS upon a valid chain of approval. Dealer can share the password with Automation OEM/ DU OEM for mode change and has to enter the password thru DU keypad.
11. Once approval cycle is completed automation system should flag the event with date and time
12. Once the given approval time is completed, automation system shall repeatedly attempt to change the password. A flag will be created in FCC once the password is successfully updated and the new password will be shared with HOS.

- **DU protocol for Date change – For New Dispensing Units**

1. The DU when dispatched from the factory at site will have a for real time clock to log date and timed stamped errors & events. Date & Time format is freeze to DD: MM: YY & HH:MM: SS. Once installed, the date change will not be allowed manually from DU end thru its key pad.
2. Provision is being made in DU protocol to change of date and time remotely through FCC so that date and time in DU is synchronized with automation system.
3. FCC should monitor the date and time of DU regularly and overwrite in case of any disparity.
4. A flag will be created in FCC once the date is successfully updated.

- **Protocol for LPM change – For New Dispensing Units**

1. FCC should monitor peak LPM of DU on daily basis and shall raise an alarm if the peak LPM is below 25% of the average peak LPM of previous month.
2. DU has a protocol which allows to send data to automation for maximum LPM achieved during the day for each nozzle and same needs to be stored by FCC as event log.

3. If recorded LPM is below 20 LPM, an error log to be created for the same and dispensing to be stopped and same needs to be communicated to concerned regional RE team.

- **Protocol for Leakage detection – CPCB guidelines**

1. FCC to monitor ATG levels on hourly basis when the tank is in dormant status
2. If there is constant reduction in ATG levels in a tank in dormant status, then an error log to be generated for leakage in tank and same needs to be intimated to dealer and concerned RE team.

\*Dormant status – If there is no dispensing from that particular tank for more than 2 hours.

- **Protocol for stock loss detection – CPCB guidelines**

1. FCC to monitor daily field inspection report at the outlet.
2. If there is variance of more than 200 Liters at a particular day, then same has to be pop-up on the screen and alert to be generated for informing the dealer thru separate messaging system.
3. If there is variance of more than 600 Liters at a particular day, then same has to be informed to concerned sales officer via e-mail / SMS

- **Protocol for VRS monitoring system**

1. VRS vendor will share the protocol in exporting logs and events for VRS monitoring system
2. Automation vendor needs to develop system wherein if VRS is non functional for more than 72 hours, then dispensing of MS sales to be stopped at that outlet with intimation to concerned dealer and RE team via email.

## **D    Remote site/RO Configuration using Secured access on HOS:**

Currently RO site configuration is done at RO FCC level in uncontrolled manner, which is resulting in Error of mismatch of site and HOS configuration data. There is no control over changes who & when the changes were done. HPCL requires automation to provide central configuration control at HOS. Site Configuration is to be done from HOS server (Deletion / Modification/ addition). At the time of configuration (new / change), Service engineer is required to take access of HOS server thru authentication and do the changes from HOS server.

Detail configuration then will get down loaded from HOS to FCC by pressing get configuration tab provided in FCC application. FCC configuration should sync with HOS

configuration at defined time interval like once in a day or at every shift change/EOD. At FCC level only view configuration access should be available. Once the FCC hardware is installed and connected to forecourt equipment, the configuration of the system shall be done from HOS with authenticated access received from HPCL. This will be a two-stage process as defined below:

#### Begin the site configuration

- Key in 8 digit JDE code, Key in the IP address and relevant connectivity details,
- Login to the HOS using Defined Username/password
- Click open the Equipment configuration template, which will be pre-populated with equipment details. Vendor has to provide details of RO to HPCL/ HOS vendor prior to visit to site for configuration and ensure pre configuration of the site .
- Validate the above details with physical observation , If required, ask/mail to HPCL Officer for addition, modification or deletion of equipments with respect to existing physical equipment status, Proceed for the next part of configuration.

#### Product Configuration

- Click open the Product configuration template, which may be pre-populated with product details.
- Validate the above details with physical observation.
- If required, ask/mail to HPCL Officer for addition, modification or deletion of products with respect to existing physical equipment status

#### Tank Configuration

- Select the Tanks from the Drop down available in HOS portal. Name, Number, Capacity, Height, Reorder level, Density, Min Product Level, Max Water level etc will be populated in the desired text box and enabled with edit option, (no edit from FCC level) if required.
- Add the Tanks one by one and set product name. Save the Tanks with confirmation.

#### DU Configuration

- Select the DUS s from the Drop down available in HOS portal. DU Name, DU Number, Model, Serial Number, Firmware may be populated in the desired text box enabled with edit option if required. Save the MPDs with confirmation
- Select the Bays from the Drop down available in HOS portal. Bay Name, DU Number, Number of Nozzles, Global Nozzles number will be populated in the desired text box and able to edit if required. Save the Bays with confirmation
- Select the Bays and Nozzle from the Drop down available in HOS portal. DU Name, Number, Model will be populated in the desired text box and able to edit if required. Select Nozzle number from the Pump wise drop Down and map the Tank name as per the required one by one of all the nozzle available. Save the Nozzles with confirmation

All setup configuration saved and reviewed by the HPCL Officer and press the button for the final approval

## FCC configuration Client running on HOS –

HPCL will share its client service to the RA Vendor for the purpose of RO equipment configuration and mapping. For accessing this configuration module ,Vendor Engineer will have to request for access of HOS & through which only they can use the configuration module for configuring site. Automation Vendor engineer will do all the physical mounting, connections with forecourt. Then in the FCC he will set the FCC IP's to connect the system to HOS &with site configuration application running on HOS. At site level FCC application Vendor engineer will be allowed to configure only RO code. Post the site level activities Engineer will get the configuration application page access from HOS & do the site level configuration like RO address, contact details, Pump, nozzle, tank and other forecourt device configuration. Once the configuration is completed. Site engineer will use GET Configuration tab on FCC application to fetch the configuration from HOS/ Configurator running on HOS. Configurator application will also update HOS regarding configuration & changes done by the user. Configuration page access provided to site engineer will be in time bound manner which will get expire after defined time limit. Whenever configuration change happens at outlet Vendor engineer will have to request for access

All setup configuration will be saved and reviewed by HPCL Officer . HPCL Officer will need to approve the same at HOS. History to be maintained for Who, when, how and why configured the sites with time stamp. Logs of configuration changes will be maintained at HOS. All the logs of configuration changes will be maintained at HOS.

Vendor & HPCL HOS team will work together to define API's for configuring FCC directly from HOS. Based on the Vendor input configuration page will be designed on HOS for RO configuration.

SL No	Parameters	Description
1	RO master	Customer No
2	Pump Master	DU Name like GVR, Midco, etc
		DU Configuration - 2X4X2, 2X4X4, etc
3	Tank Master	Tank 1 - 20 KL , Tank 2 - 10 KL, etc
		Name
		Capacity
		Re-Order Level
4	Product Master	MS, HSD, POWER, TURBOJET ETC
		HPCL to provide product codes and product names at the time of issuing LOI
5	Nozzle, Tank and Product Configuration	Example:-
		Nozzle 1 - Tank 2 – MS
		Nozzle 2 - Tank 1 – HSD
		Nozzle 3 - Tank 2 – MS
		Nozzle 4 - Tank 1 – HSD

Nozzle 5 - Tank 3 – Power
Nozzle 6 - Tank 2 – MS
Nozzle 7 - Tank 3 – Turbojet
Nozzle 8 - Tank 2 – MS

The above list if not exhaustive. Other details will be provided at the time of issue of LOI

### **Local Account Management (LAM) Module:**

BOS application should also have LAM module to manage local credit customers. Detailed functionality shall be finalized with successful bidder.

### **Preset Validation Check and Report**

System is required to record preset quantity set from either System or through DU keypad (applicable for DUs as per its protocol), and compares with transaction quantity received, from DU after fueling is completed. It is required to generate an alarm with preset quantity given and actual fueled if it observes any deviation and should also generate a report.

**Note: FCC with BOS (Combo) system shall be installed at one of the outlets and all the functionalities to be demonstrated within 4 weeks of placement of order/LOI. Incase if the system is already installed in OMC and accepted, the satisfactory performance certificate also can be submitted for proceeding ahead with the further rollout.**

### **User Configuration & User Rights**

BOS to use security for User and attendant to restrict access to its applications. System maintains the available Users and associated attendant rights levels, and the Setup Utility maintains the available Users and associated User rights. User can add/edit staff and their roles.

#### **Default Roles**

- i. HPCL Users (Any Officer of HPCL can access RO system of any RO).
- ii. RO Users
- iii vendor (with individual credentials)

In case of HPCL Users, Employee ID shall be user id and ADS password shall be used for validation by HOS. BOS Application shall ask for the credentials. Credentials of the employee will be generated in the HOS server and communicated via SMS in his official mobile numbers. The same credentials will be fetched by FCC from HOS over web services and user would be authenticated and authorized for giving access to BOS as per role defined in HOS. This user once allowed access in BOS would be logged in local database of FCC for subsequent access. The user record in local database so

created would be refreshed on regular interval as per schedule defined in protocol document. If the same employee approaches at a different RO site, the user id will be fetched from HOS in the similar fashion for the first time access for that RO. There will be two options, First time user & Existing User.

Similar methodology will be followed for RO level user (like RO Dealer, RO Manager, Customer Attendant) wherein their credentials would be created in HOS first and will get created in local database upon first time access with an exception that these users would be limited to specific RO only.

By Default, as per HPCL requirements following access rights will be provided to the different profile users. Provision to be made available to configure any of the user rights centrally at HOS end which should change the settings at FCC end through web services.

BOS application will have Auto idle time log out of 10 minutes. In addition, option will also be available for log out from BOS Application for a user. The login and logout date and time of various users (Including ADMIN logins) shall be communicated to HOS Over web services. Similarly, the date and time stamp of remote login and logout shall be communicated to HOS for all users (including Admin) separately to identify who has logged into the RO Automation system using remote login.

No user will be created locally in BOS/FCC level. All user creation will be at HOS level and will be pulled in respective FCC level. Any password changes, user id addition/deletion will be maintained at HOS level only.

The default roles to be attached (indicative) to various user types are as below:

Menu	Sub-menu/Sales Description	HPCL User	Manager	Dealer	Attendant
RO configuration	RO Details	Yes	No	No	No
	Products	Yes	No	No	No
	Tanks	Yes	No	No	No
	Dispensing Units	Yes	No	No	No
	Other Devices	Yes	No	No	No
Status of devices	Display of DU status	Yes	Yes	Yes	Yes
	Display of tank status	Yes	Yes	Yes	Yes
	R O Live	Yes	Yes	Yes	No
R O Operations	Tank Truck Receipt entry	No	Yes	Yes	No
	Shift Management	Yes	Yes	Yes	No
	Shift Configuration	Yes	Yes	Yes	No
	User Configuration	Yes	No	Yes	No
	User Rights	Yes	No	Yes	No
	Price Schedule	Yes	No	Yes	No
	Marking of Transaction as Testing	Yes	Yes	Yes	No
	Inter Locking Enable/Disable	Yes	No	No	No
Alarms	Dash Board View	Yes	Yes	Yes	Yes
UPS & SPD	UPS & SPD status	Yes	Yes	Yes	Yes
Reports	Details of automation equipment integrated with automation	Yes	Yes	Yes	Yes
	Interlock Status Report	Yes	Yes	Yes	Yes
	Daily Sales Register	Yes	Yes	Yes	Yes
	FOIR	Yes	No	No	No
	Tank & Nozzle Sales Comparison	Yes	Yes	Yes	Yes

	Shift Report	Yes	Yes	Yes	Yes
	Hourly Auto Inventory Point	Yes	Yes	Yes	Yes
	Tank Truck Receipt Entry Report	Yes	Yes	Yes	Yes
	Sales Transaction Report	Yes	Yes	Yes	Yes
	Product Price Change Report	Yes	Yes	Yes	Yes
	Equipment Wise Alarm History	Yes	Yes	Yes	Yes
	Dispenser Reconciliation	Yes	Yes	Yes	Yes
	Auto Shift Closure Report	Yes	Yes	Yes	Yes
	DU Totalizer report	Yes	Yes	Yes	Yes
	TT in transit report as per JDE inputs	Yes	Yes	Yes	Yes
	Preset V/s Actual delivery Report	Yes	No	Yes	No
	Density Report	Yes	Yes	Yes	Yes
	Transaction Receipt print Report	Yes	Yes	Yes	Yes
	Totaliser Mismatch Report	Yes	Yes	Yes	Yes
	Details of Transaction during TT Decantation	Yes	Yes	Yes	Yes
	Equipment up/down time report	Yes	Yes	Yes	No
	Pump & Nozzle wise transaction sales	Yes	Yes	Yes	No
	Attendant Performance Report	Yes	Yes	Yes	Yes
	Tank Wise Reconciliation Report	Yes	Yes	Yes	Yes
	Dispenser Sales Total	Yes	Yes	Yes	Yes
	Product sales total	Yes	Yes	Yes	Yes
	Testing Summary	Yes	Yes	Yes	No
	User Activity report	Yes	No	Yes	No
8	Trends		Yes	Yes	Yes

There should be user activity log with time stamp for all the individual users & should be transferred to CHOS on real time basis. FOIR created by any HPCL officer should be able saved with Use id and time stamp in FCC & transferred to CHOS. In case, FOIR has been done thru CHOS, then also time , stamp with user need to be identified by the system.

### **Forecourt controller – Specifications**

Combo (FCC with built-in BOS functionality): Combo system to have separate module for FCC and separate module for BOS housed in single enclosure.

No.	Description	Solid State Specification for FCC & BOS card
1	Processor for FCC	Industrial grade processor with Minimum 1.4 GHz QUAD CORE (-10 to +85 degree). However, any enhancement /upgradation of Hardware during contract period(including project period, warranty and CAMC) to meet business requirements of HPCL will be in the scope of vendor without any extra cost.
2	Operating System	Embedded operating system meeting Real Time Operating requirement with user-friendly front end GUI for reports generation and other functionalities of BOS (shift closing etc). Automation application should be a web based application and accessible on all common web browser.
3.	RAM for FCC	4.0 GB with ECC (error check & correct). However vendor is at liberty to provide min 2 GB RAM. However, any enhancement/ upgradation of Hardware during contract period (including project

		period, warranty and CAMC) to meet business requirements of HPCL will be in the scope of vendor without any extra cost.
4	FCC flash for FCC	1 lakh endurance (Read & Write) Should be able to hold minimum 100000 transactions at a given point of time.
5	Flash & RAM for FCC	ECC error check & correct
6	Processor for BOS	Industrial grade processor with Minimum 1.4 Ghz/ 1.33 GHz dual processor (-10 to +85 degree)
7	RAM for BOS	4 GB Industrial Grade (-10 to 85 degree)
8	Memory for BOS	32 GB Minimum. Industrial Grade (-45 to 85 degree) Should hold minimum 2 year data
9	System Response	The FCC with built-in BOS functionalities with stored data of transactions, events and alarms of 1 year must have acceptable System response, as defined below — a. Manual Shift closure – Maximum 45 sec. b. DSR generation for a Month – Maximum 1 min. c. FOIR generation between any two shifts – Max. 1 min. d. All Other reports – Maximum 1 min. e. System start up - < 3 sec
10	Communication standard compatibility for Interface Electronics	RS 485, RS 422, RS 232, Current Loop, Tokhiem standard, TCP/IP for integration of Petroleum Product Dispenser and Tank Gauging System.
11	Operating Temperature	-10°C to + 55°C
12	Relative Humidity	5% to 95%, Non-condensing.
13	LAN Port	Min 1 no. onboard 10/100 Base-T Ethernet using TCP/IP. In case additional port is required then vendor need to provide the same at no extra cost during the tenure.
14	Approvals	FCC / UL / CE - Detailed test report / certificate in support of these approvals are to be submitted.
15	Interfaces required to integrated devices directly to FCC or through LAN	1) Loyalty Point EDCs (As available at ROs) 2) ATG Console Minimum one (if provided) 3) Printer (As available at ROs)* 4) Dispensing Units (As available at ROs)* 5) Communication devices (Router/ Modem) using GSM / CDMA/V-SAT / ADSL Router Broadband etc. for connecting to Internet. 6) Payment EDCs (As available at ROs)
16	Other Ports	VGA - 1 No. (Minimum) HDMI - 1 No. (Minimum) Minimum one USB 2.0 for backup devices.
17	Input Power Supply	230 V AC / 230 V AC through DC power supply
18	Input / output devices	Keyboard (physical/virtual), Mouse, VGA Monitor and Desk Jet Printer (as per specification provided)
19	Power Management	FCC Should have an inbuilt power management board with suitable Li-Ion battery for giving 30 minutes power backup to FCC, in the event of power failure. For avoidance of doubt, 30 minutes power backup shall be available for FCC & Router. SMF Battery for FCC is not permitted. In case FCC Power off after 30 min during power shut down then FCC to reboot automatically without human intervention once power is restored. FCC must preserve

		<p>the data irrespective of duration of power shutdown and restart automatically on power restoration.</p> <p>The FCC battery will be required to be replaced free of cost by the Vendor if the required performance is not generated by the battery as mentioned above. In case the input power is not restored within the battery backup time, Safe Shutdown of the FCC should happen automatically when the battery is at the verge of complete discharge.</p> <p>The battery should be of a standard make and follow all the applicable international standards and safety norms. The battery shall be covered under Warranty and CAMC Support Period. The battery should be detachable. Even Removal or Absence of the battery should not hamper the normal FCC operation when normal UPS input power is present. However presence or absence of battery in FCC should be indicated with an LED.</p>
20	Audio/Visual indication	<p>FCC should have front panel LED indications for :</p> <ol style="list-style-type: none"> <li>1. Mains Input</li> <li>2. Battery Input</li> <li>3. Low Battery</li> <li>4. No Battery</li> <li>5. TX &amp; RX for forecourt communication interfaces</li> </ol> <p>FCC should also give audible alarm for :</p> <ol style="list-style-type: none"> <li>1. Switching On battery</li> <li>2. No Battery</li> <li>3. Low Battery</li> <li>4. Configurable Audio alarm support for all or any software related alarms</li> </ol>
21	Power Management Board Interface with FCC	<p>FCC power management board should be interfaced with FCC for capturing following power related events:</p> <ol style="list-style-type: none"> <li>1. Mains Input Failure</li> <li>2. Low Battery</li> <li>3. Battery Charge</li> <li>4. Load on battery</li> </ol>
22	Housing Enclosure and  Digital Lock: (Pinbased/ Biometric/RFID/Pas sword/OTP)	<p>FCC &amp; BOS hardware along with power management board, battery, interface modules, etc. should have it's own enclosure and all the other interfacing hardware like Router for VSAT/BB etc., should be housed inside a wall mount enclosure along with such FCC box. Enclosure provided along with digital lock, exhaust FAN and dust filter.</p> <p>Digital lock must be integrated with FCC. All events like door open/close events with user details must be recorded as an event in FCC software and must be available in report format.</p>
23	Suitable no. of Wired and/or Wireless ports to be provided for device integration	<ol style="list-style-type: none"> <li>1. MIS Printer</li> <li>2. Keyboard</li> <li>3. Mouse</li> <li>4. Dispensers (Quantity and Makes, as available in the RO)</li> <li>5. ATG Console Unit or barriers (Quantity as available in the RO)</li> <li>6. Router cum Modem, VSAT and MPLS</li> <li>7. Outdoor Printing - Quantity, as available in the RO</li> </ol>

	<p>8. Customer Attendant Tag Readers at DU      9. Nozzle Reader      10. Customer Attendant Hand Held Tag Readers,      11. Media Controller – 03 nos      12. Wireless Terminals (For all wireless communications equipments required at the RO for Wireless RO Automation Solution),      13. Price Display Units on Monolith      14. Outdoor Payment Terminal/EDC      15. Surge Protection Devices - 02 Nos      16. Integration with HPCL Servers (CMS, ITPS and HPCL Loyalty Solution Server)      18. Digital Locking System of FCC enclosure,      19. Any other equipment required to meet functionality envisaged in this tender.</p>
	FCC should communicate over mesh wireless network with forecourt devices like DU, Price signs i.e. RDU using wireless forecourt device unit which Vendor has to supply per device available in the forecourt to avoid any sort of forecourt digging & underground cable laying in the forecourt.
	FCC should capture ATG data at regular interval of minimum 30 seconds
	FCC should be loaded with software for controlling various Forecourt devices and BOS application with various GUI and User Interface and for generation of reports
	FCC should support TCP/IP & Wifi should be able to connect mobile hotspot or 4G hotspot devices wifi.
	FCC web application should be accessible over internet with or without static IP for handling operations at the RO like monitoring fueling status, Invoice Entry. Vendor should have adequate security access provisions for accessing the site.
	FCC inbuilt BOS application access should be available on separate laptop/PC over LAN/wifi using standard web browser.
	FCC should have a facility of virtual keyboard for data entry. The data entry field should be possible with both virtual keyboard and wired/wireless external keyboard
	FCC should have internal measures to handle virus threats.
	FCC should be capable to send real-time data (current totalizer readings, day sales, current stock level, receipts, etc.) for the purpose of populating fields in the Real-time Dashboard.
	Apart from EOD, FCC should send the tank inventories to HOS every 15 minutes (configurable as a parameter) such that the HOS is able to generate % tank report for any time of the day.
	FCC should be capable to connect 32 forecourt wireless devices (FWD) through FCC wireless Transceiver connected to FCC(FWT). Each forecourt wireless device should communicate with 16 nodes/fueling positions.
	FCC should be connected to the Monitor over VGA/HDMI for report viewing and handling Automation related operations on FCCs inbuilt BOS application
	FCC should support html, PDF & excel for report generation and download through FCC

Note: Vendor to provide detail datasheet for individual components and parts in support of above specification

## Back Office System

No	Description	Specification
1	Keyboard	USB, English Qwerty Keyboard (Min 104 keys) (Wired) with Palm Rest
2	Mouse	USB, Two Button Optical Scroll Mouse (Wired) with Mouse Pad
3	Monitor	18.5" (or bigger) TFT Monitor of standard and reputed make like Samsung, LG, HP, Lenovo, Acer, Asus, Dell, Wipro, Philips VGA cable of sufficient length to be provided (should be of minimum 3-meter length.) Display Type- LCD TFT Active Matrix Resolution-1920 x 1080 at 60 Hz or better  Aspect Ratio-16:9 Widescreen 600:1 (typical) contrast ratio HDMI connectivity. Supply of HDMI cable is in the scope of vendor. Maximum length of the HDMI connectivity cable from FCC (depending on the site conditions)- 10 Mtrs.  Provision to connect RFID tag writer  Should support wireless mouse and keypad operations.
4	Deskjet Printer	Make: HP / Canon / EPSON/Samsung Model: Vendor to specify Resolution Up to 600 x 600 dpi Pages A4, Mono Connectivity USB 2.0

Data sheet shall have all the details of processor, RAM and other main components like SMPS etc. being supplied.

All supplied hardware needs to be maintained in working condition by vendor for full tender term including CAMC. Any upgradation of Hardware supplied by the vendor during this time to meet business requirements of HPCL will be in the scope of vendor without any extra cost.

## Basic Hardware & OS Requirements for common FCC / BOS application:

1. As per HPCL provided specifications
2. OS should be latest LTS version of Debian
3. OS must support web server where common FCC / BOS application will be loaded
4. RA Vendor must provide OS user account which is capable of loading common FCC / BOS application at web server location
5. RA Vendor OS must support mono framework version 5.10 or higher
6. RA Vendor must integrate script which allow start, stop & update of Common FCC / BOS application and BOS web services.
7. RA vendor must provide file system location in OS from where it can reside and update Common FCC / BOS application.

## **Automatic Tank Gauging System:**

Automatic Tank Gauging equipment should be supplied, installed & integrated via the Forecourt controller with the ability to produce reports at the outlets. The ATG data should also be transferred to the head office / central server through FCC for further analysis & reporting. The system installed should display tank wise product wise stocks and ullage on BOS interfaced to FCC and have capability to detect leakage/theft automatically.

- The ATG system includes Product Level, Temperature, Water level detectors connected to retail outlet tanks.
- The probes must use magnetoresistive principle for measuring the level.
- All ATG probes including level, temperature, water interface should be directly connected to FCC with / without visual console, but through zener barrier & other appropriate circuitry so as to meet intrinsic safety & other statutory/safety requirements. . Visual console is not mandatory. However, the visual tank status should be available on GUI.
- Typically each site shall have 3 tanks at an average Material grade for the probe should be Stainless Steel. However, the vendors are expected to propose / supply probes of appropriate material grade keeping in view that the same should sustain physically & perform accurately in petroleum products blended with ethanol up to 20%.
- The system should be capable of detecting delivery / receipt of product either on a standalone basis or in conjunction with FCC.
- The system should have leak detection capability and shall generate leak alarms based on the change in level or the Net Standard Volume of the products in the storage tanks, directly or through FCC. It is a function of FCC.
- The system shall generate multiple High, Low and Safe alarms for level, temperature and water interface. Configurable time delays shall be provided for each process variable to minimize nuisance alarms.
- The system diagnostics shall be capable of performing self-checks on each tank probes and data collection or control units. As a minimum, the following features shall be included:
  - All field inputs, including level, temperature and water interface signals, shall be monitored for faults.
  - Alarms should not have time delay & provision for silencing the same should be available.

### **Automatic Tank Gauging System specifications:**

<b>Tank Probes- Principle of operation</b>	Magnetostrictive for level measurement
<b>Inventory Measurement</b>	For UG tanks with petroleum products like Petrol, Diesel
<b>Process fluid</b>	High Speed Diesel (HSD) & Motor Spirit (MS), with or without additive
<b>Lengths</b>	As be applicable as per tank diameter
<b>Outside diameter of Tank Probe portion inside tank</b>	2" - 3" (capable of getting installed in an opening of 3" on the tank)
<b>Automatic calibration</b>	Ability to automatically calibrate system with tanks directly or through FCC
<b>Communication Ports</b>	minimum 1 connection port for FCC
<b>Accuracy (Leak detection)</b>	1 LPH in-tank leak detection
Min. level accuracy including water level	+/- 1 mm
Product Range	125 mm (or below) from the tank bottom for all products  Maximum up to 3200 mm
Water range	Minimum to be 25 mm from the tank bottom
Repeatability (Min.)	+/- 0.14 mm for entire length of probe
Temperature accuracy	+/- 0.5 Deg. C
Ingress Protection (Including canister / probe head)	IP – 68 (Vendor to ensure suitability of the entire probe for working under water submerged condition in underground chambers. Same shall be fully covered under vendor's scope.
Operating temperature range	0 to 55 degree centigrade
Mounting	On the underground tank manhole, inside 50 mm dia socket.  Suitable metallic spacers or non metallic spacers as approved by OEM to be provided on the Probe.
Explosive Certification	Approval of PESO, India is required
Material of construction	SS Conforming to ASTM/EN/KHK standards
Float Size	Float size to be suitable for passing through 50 mm socket
Field Accuracy of product level	$\pm$ 4.0 mm with respect to Manual Dip Rod performance

The probe should be suitable for use in underground petrol, diesel and gasohol (petrol with upto 20% ethanol) tanks and should have the capability to detect water in gasohol . It should have additional float kit in gasohol tanks to detect phase separation

ATG probe supplied should have the capability to detect Phase separation taking place in ethanol blended Petrol on account of water entry

### **In case of Wireless communication between ATG probe and FCC barrier**

Frequency	Vendor to Specify. (Suitable to work under Heavy Metal Manhole cover. Communication between Probe and Console should not be impacted due to presence of water in the manhole, Heavy Metal vehicle or any other environmental factor such as heavy rain etc.)
Battery	Intrinsic Safe Battery (Battery needs to be replaced safely by the Vendor whenever required, till end of CAMC period without any extra cost to HPCL)
Receiver Interface Ports	Should have sufficient serial ports/TCP IP ports to interface with Console
Receiver Enclosure Ingress Protection	<b>IP 54</b>
Receiver Input Power	Should operate on available power at Retail Outlet

#### **Acceptable Makes:**

- 1) OPW
- 2) Veeder Root
- 3) Franklin Fueling
- 4) SB Electromechanical
- 5) Start Italiana
- 6) Omantec
- 7) Any other probes confirming to above specifications after approval from HPCL

#### **E Surge Suppressor Specification ( Approved makes- Havels, Pheneix, DEHN, Citel, Hakle)**

##### **a) Scope**

The work required under this section shall include all material, labour and auxiliaries required to furnish and install completely Encapsulated Surge Protection Devices (Type I + II / Class I + II) at UPS level for the protection of electrical and electronics system from the effect of lightning discharges, line induced transient surge voltage or switched surges.

SPD as specified in technical bid is must as the SPD is positioned in the input side of automation solution and shall be supplied. Test Certification in line with IEC 61643-1 has to be from KEMAN DE. .

**Spark Gap shall be encapsulated/ Non Exhausting. It is the responsibility of the vendor to replace the cartridge as and when required (in case of failure) till the completion of AMC.**

It may be noted that if SPD fails due to any reason, vendor shall replace the same at their cost.

##### **b) Codes & Standards**

The following standards & publications as referred in the various parts of this Specification shall apply:

IEC 61643 -11  
IEC 61643 -12  
IEC 60364 -5-53  
IEC 62305 -4

The SPDs shall have to be tested and certified through a recognized institute in India in addition to the EN norms certification.

### c) Submittals

The following documents to be submitted to HPCL on manufacturer's letter head for the approval:

- 1) Data sheets.
- 2) Original catalogues.
- 3) Instruction / Installation manual.
- 4) Certificate of conformity to IEC 61643.
- 5) Test certification – From a recognized institute in India / Abroad in line IEC 61643-1.
- 6) Compliance sheet.
- 7) Third Party Inspection Agency Report.

### **Surge Protection Device Parameters**

For Single Phase Application Surge Protection Device for Single Phase system: Class B+C/Type 1+2 (according to IEC 61643 - 11) - Handling Lightning Surges of 10/350  $\mu$ S waveform and Switching surges of 8/20  $\mu$ S waveform. 1 no. pluggable type SPD of Metal Oxide Varistor arresters within built thermal disconnector has to be connected between Line and Neutral and 1 no. of Spark Gap type SPD has to be connected between Neutral and Earth of the following ratings should include base element & pluggable arresters.

Parameters	Specifications	
	Line to Neutral	Neutral to Earth
Type	MOV with built in thermal fuse	Spark Gap Encapsulated / Non-exhausting
Maximum Continuous Operating Voltage, Uc & Ut	Uc = 264 V Ut = 485V (L-N) for 6 Hours	255 Volts
Nominal Discharge Current In	25 kA (8/20 $\mu$ sec)	50 kA (8/20 $\mu$ sec)
Maximum Discharge Current Imax	40 kA (8/20 $\mu$ sec)	40 kA (8/20 $\mu$ sec)
Lightning Impulse Current	7 kA (10/350 $\mu$ sec)	12 kA (10/350 $\mu$ sec)
Voltage Protection Level	< 1.5 Kv	< 1.5 kV
Response Time	< 25 nano seconds	< 100 nano seconds
Operating temperature range	-40°C to +80°C	
Mounting on	Din Rail	
Degree of Protection	IP20	
Max. Back-up fuse	160 amps max.	
Visual Indication of the mechanical flag in the surge arrester (Line to Neutral):		

Healthy (condition)	Green Colour
Faulty (condition)	Red Colour
Potential free Changeover	
Healthy (condition)	Potential contact should be in NO mode.
Faulty (condition)	Potential contact should be in NC mode.

Note:

- 1) Two SPDs (Base + Cartridges) will be pre-wired in the enclosure
- 2) Normally SPD 1 will be on-line and SPD 2 will be Stand-by
- 3) If SPD 1 fails, one contact O/P will generate for remote indication and automatically SPD 2 will be on-line.
- 4) If in later stage sometimes SPD 2 also fails, one contact O/P will generate for remote indication and automatically SPD 1 (if in healthy condition) will be on-line.
- 5) There should be a spare SPD cartridge with the same specification of line to neutral along with the supply of the SPD for the replacement purpose.

### **Installation Instructions**

- 1) The SPD should be installed close to the i/p of the automation system.
- 2) Surge protection device should be installed in an enclosure of UV resistance Fire Retardant & Self Extinguishing Halogen free Polystyrene IP 65/66 having a transparent lid to identify the failure indication of the SPD cartridge. The enclosure should have the provision to keep the spare cartridge of the SPD, 16 Amp MCB as back up fuse for SPD & the Contactor for isolating the power circuit in case of failure of SPD. The failed cartridge of the SPD should be replaced immediately for the continuous power supply in the circuit.
- 3) The potential free contact of the surge protector should be connected through a contactor to disconnect the power supply during the failure of the SPD. The contactor should have a minimum current rating of 16 Amps.
- 4) The earthing of the SPD & UPS should be connected to the same equipotential bar.

### **Maintenance Note:**

Once the SPD connected between phase to neutral is failed the visual indication should be available on the front panel of FCC indicating "SPD failure". Under these circumstances, the vendor's engineer should turn the MCB near the SPD to the off position and replace the failed cartridge with the existing spare cartridge in the SPD mounting box, during the quarterly maintenance visit

The following standards & publications as referred in the various parts of this specification shall apply:

IEC 61643-11:2011/EN61643-11 (2012)  
IEC 61643-12  
IEC 60364-5-53  
IEC 62305-4

The SPDs shall have to be tested as per IEC 61643-11:2011.

#### **Specification of Contactor:**

The contactor should be complying with the below specifications.

#### **Specification of mounting box**

The mounting box should be complying with the below specification:

Rated operational Voltage, Ue	<=690 V AC 25...400 Hz for power circuit
Rated operational Current, Ie	20 A (<= 60 °C) at <= 440 V AC AC-1 for power
Control circuit type	AC 50/60 Hz
Control circuit voltage	220 V AC 50/60 Hz 220 V AC 50/60 Hz
Auxiliary contact composition	1 NO + 1 NC
Rated impulse withstand voltage	Rated impulse withstand voltage
Rated making capacity, Irms	250 A at 440 V for power circuit conforming to IEC 60947 140 A AC for signalling circuit conforming to IEC 60947-5-1
Rated breaking capacity	250 A at 440 V for power circuit conforming to IEC 60947
Rated short-time withstand current	105 A <= 40 °C 10 s power circuit 210 A <= 40 °C 1 s power circuit 100 A 1 s signalling circuit 120 A 500 ms signalling circuit 140 A 100 ms signalling circuit 30 A <= 40 °C 10 min power circuit 61 A <= 40 °C 1 min power circuit
Average impedance	2.5 mOhm at 50 Hz - Ith 25 A for power circuit
Mounting support	Plate Rail
Width:	Min 254 mm

Length:	Min 180 mm
Height:	Min 111 mm
Inner height:	Min 97 mm
Base:	Polycarbonate, glass-fibre reinforced,
Cover Material :	Transparent
Sealing Material :	Polyurethane
Cover screw Material:	Polyamide 6 and fibreglass Reinforced
Ingress protection:	IP66 - acc. EN 60529 / DIN VDE 0470-1
Impact resistance:	IK08 acc. DIN EN 5012 / VDE 0470 segment
Protection class:	II – isolate protection acc. VDE 0106
Rated insulation voltage AC:	690V
Heavy metals-free:	Yes
PVC-free:	Yes
Silicone-free:	Yes
Ambient temperature (max.):	60 °C
Ambient temperature (24 h):	50 °C

- Test certificate for the Make of Surge Protection Device mentioning the observed parameter readings and the compliance to be submitted in original to HPCL HQO
  - The vendor needs to get the SPD installed at RO, checked randomly for compliance of the installation procedure.
  - A by-pass switch should be provided by the contSPDactor at the input circuit of the SPD so that the ROs will be able to operate even in the failure of SPDs to reduce the shut down time/down time of the ROs.
  - The by-pass switch should be accessible to the pump operator enable them to operate in the emergency situation.
  - The vendor should make sure that the failed SPD cartridges are replaced on top priority to ensure the protection for power supply
- 

### **G Cables:**

Power cables shall be 1100 / 660 V grade Multi stranded copper conductor. PVC insulated, PVC inner extruded sheathed, GI wire / Strip armored and FRLS PVC outer sheathed confirming to IS 1554.

Signal / data / communication cable shall be with multi stranded copper conductor. PVC insulated 2 cores twisted to form a pair, shielded with an aluminum Mylar tape along with multi-strand bare tinned annealed copper drain wire pair laid up together overall shielded with aluminum Mylar tape, PVC inner sheath, galvanized wire armored and overall FRLS PVC outer sheathed as per IS 5831.

### **SIGNAL&COMMUNICATIONCABLE(Make:**

**Finolex/KEI/KEC/Polycab/Neolex/Varsha/Belden)**

Type of cable	Single Pair/ Multi-pair shielded copper cable
Size of the cable	Minimum size 0.5 sq. mm. <i>Independent cable to be provided for each DU with one spare pair in each cable</i>
Construction	Multi strand/ solid annealed electrolytic copper

Primary insulation	Extrude PVC as per IS 5831 type C. Min thickness 0.6 mm
Pair twist	Two cores of the pair shall be twisted. Ten number of twist per meter shall be minimum
Shield (Individual Pair)	Each pair shall be shielded with aluminum backed mylar, tape with 100 % coverage and minimum 25 % overlap.
Shield (Multi-pair)	Same as above for individual pair shielding. Also the overall shield shall be of aluminum backed mylar tape with 100 % coverage and minimum 25 % overlap.
Shield thickness	Min. 0.05 mm for individual and overall shielding
Inner Jacket	Extruded PVC, type ST2, Min. thickness 0.7 mm
Outer Jacket	Extruded PVC, type ST2, Min. thickness 1.4 mm FRLS
Rip cord	Shall be provided
Drain wire	0.5 sq. mm multi-strand bare tinned copper conductor in a continuous contact with aluminum side of the shield shall be provided
Armour	Armour over inner jacket shall be of Galvanized steel wire as per IS 1554 Part – I. ( 0.9mm Wire and 4x0.8mm strip)
Electrical characteristics	<p>Maximum resistance of the conductor of the complete cable shall not exceed 39 ohm/Km at 20-deg. c.</p> <p>Mutual capacitance of the adj. cores or pair shall not exceed a max. Of 250 pF/mtr at a frequency of 1 kHz.</p> <p>Capacitance between any core and screen shall not exceed 400 pF/mtr at a frequency of 1 kHz.</p> <p>The drain wire resistance including shield shall not exceed 30 ohms/km.</p> <p>Electrostatic noise rejection ratio shall be over 76 dB</p> <p>L/R ratio shall not exceed 40 micro henries per ohm.</p> <p>Inductance at 1 KHz 0.9 MH/KM.</p>
Pair identification	Pair identification number shall be provided at distance of not more than 1 meter or alternatively to have colour identification for different pair

For LAN cabling, Enhanced CAT 5 or CAT 6 cables should be used and the make should be AMP / Lucent / Belden/Neolex. The cabling should be structured at RO level.

**Note - No Outer jacket and no armouring is required for the cables, if laid and both end terminated inside Sales room**

**POWER CABLE (Make :CCI/Polycab/Finolex/KEI/Universal/Nicco/Glow/Varsha/star/Havells/KEC/RPG/RK/Neolex Cable)**

Type of cable:	Copper Cable
Size of the cable	Minimum size 3 core x min 2.5 sq. mm
Voltage Rating:	Up to and including 1100 volts
Construction:	Multi stranded annealed bare electrolytic grade copper conductor.
Primary insulation:	Extruded PVC compound as per IS 5831 type C
Inner Sheath:	Extruded PVC compound type ST2, min thickness as per table 4 of IS 1554 Part (I)

Outer Sheath:	Extruded PVC compound, type ST2, Min thickness as per table 7 of IS 1554 part (I), Color black.
Armour over inner sheath:	Galvanized steel wire for UAD less than 0.9mm, Galvanized steel strip for UAD greater than 13 mm Dimensions as per table 5 of IS 1554 Part I
Core Identification:	
2 Cores:	Red & Black
3 Cores:	Red, Yellow & Blue
Note:	Extra core to be considered for purpose of internal earthing of FLP equipment

**No Outer sheathing and no armouring is required for the cables, if laid and both end terminated inside Sales room**

### c. CONTROL CABLE

Type of cable:	Copper cable
Construction:	1.5 sq. mm solid bright annealed electrolytic copper conductor, insulated and sheathed as per IS-8130.
Primary insulation:	Extruded PVC compound as per IS 5381 type C. Min thickness 0.7 mm
Inner Sheath:	Extruded PVC compound, type ST2, min thickness 0.7mm as per IS 5831.
Outer Sheath:	Extruded PVC compound, type ST2, min thickness 1.4mm, FRLS.
Electrical Characteristics:	Max. Resistance of the conductor of the cable shall not exceed 12.3 ohm/km at 20 deg. C
Armour over inner sheath:	Armour over inner sheath shall be provided of galvanised steel wire/flat strip (0.9mm. wire for 2-pairs and 4x0.8mm strip for multipair)
Core identification:	Core identification number shall be provided at a distance of not more than 1 meter
Rip cord:	Shall be provided.

**The following should be noted & adhered to in addition to above:**

- a) All the cables including power cables, data cables, control cables and Ethernet cables should necessarily be "Armoured" cables. Unrmoured cables can be used only if both the ends of the cables are used within the sales room.
  - b) Power cables & data / signal cables shall be laid in separate cable trays / conduits. Appropriate recommendations for conduiting should be provided by the vendor to the concerned HPCL regional offices as part of the site survey report.
  - c) All cables shall be neatly clamped & no loose / hanging cables shall be allowed.
  - d) All accessories associated with cabling (e.g. junction boxes, glands etc.) is included in the scope & price of cables.
  - e) No loose jointing of cables shall be allowed. Ex-proof junction boxes to be used for cable jointing with proper glanding at all terminations & jointings.
-

- f) Anti-ratent treatment & conduit-sealing is included in the vendors' scope. All indoor cabling shall be properly dressed and laid in enclosed casing capping/ cable trays.
  - g) All cables shall be ferruled for identification/tracing.
  - h) ATG probe to field communication cable should be jointed only with 3M Scotchcast jointing kit and the gland on the ATG riser pipe should be only certified double compression type
  - i) Vendor to lay individual cable for each tank and DU which includes
- .....
- j) Breaking of PCC/RCC/WBM/Bituminous driveway for width suitable for laying 40 mm dia conduit for maximum depth of 350 mm (maximum depth of concrete slab up to 200 mm), including disposal of debris and making good the surface after laying of conduit, using PCC 1:1.5 : 3. Is in the scope of RA vendor.
  - k) Removing of Paver Blocks for width suitable for laying 40 mm dia conduit, including excavation in PCC/Sand/Earth surface for a depth of 350 mm and relaying the Paver Blocks/Backfilling Sand/Earth and making good the surface after laying of conduit including disposal of debris is in the scope of RA vendor.
  - l) Supply and laying of HDPE conduit 40 mm OD conforming to IS 14930 (part 2): 2001, including providing necessary fittings such as bends, elbows etc and Making end termination of cables at the DU junction box using FLP double compression glands is in the scope of RA vendor.
  - m) All cables in the forecourt area and outside the sales building have to be laid underground through HDPE conduit [as per IS 14930 (part 2): 2001] as per the RO requirement. Minimum 40 mm diameter (outer) pipes are to be used for cable laying in the RO.
  - n) Pipe shall be buried underground not less 150mm below than the depth of concrete slab in forecourt or 200 mm below paver blocks in the forecourt.
  - o) Power and communications cables are to be laid through separate pipes. In the field, minimum 300 mm segregation is required to be maintained between signal cable and power cable. This distance may not be maintained in the chamber near Sales Room and at the equipment end.
  - p) Vendor may use existing cable trenches in the forecourt to lay the cables with sole objective of minimizing the digging in the forecourt to avoid disruption to smooth flow of traffic at the RO. Existing fuel pipeline trenches available at the ROs are not to be used for this purpose.
  - q) Armoured/unarmoured Cables (along the wall in the Sales Room) shall be laid in PVC type cable trays (45 mm width and 45 mm height), with necessary fastening.
  - r) Necessary loop of minimum 2 meter length is required to be provided at both ends of the cables. There shall be no joints in the cables.
  - s) All the forecourt cables are required to be laid in such a fashion that these cables have a common entry point in the wall of the Sales Room. Necessary restoration work of the wall is also in the Vendor's scope.

- t) All electrical fittings, capping, casings, conduits, cables, shall be of reputed and approved makes and ISI marked.
  - u) The Vendor shall ensure tagging of cables for ATG and DU at both ends. Cable routing diagram shall be prepared by the Vendor and submitted to HPCL
- .....

#### **Minimum desired specifications for other accessories**

##### **a) Explosion-proof Junction Box (If required):**

Make	Vendor to specify
Model	Vendor to specify
Body & cover	Cast Aluminium alloy (LM-6); min. 5 mm thick
Gasket	Neoprene rubber
Terminals	Clip on type block locked at both ends
Tag name plate	Required
Paint	Anti-corrosive epoxy paint
JB type	Ex-proof suitable for hazardous area Zone classification as applicable to petrol/ diesel and variants thereof.
Protection class	Weather proof to IP 65 as per IS 2147
Earthing	External earthing lugs to be provided
Cable gland	Double compression gland, nickel plated brass material, NPT threads, minimum engagement of threads shall be as per IS 2148

##### **b) Cable glands( Make: Comet/Baliga/Sudhir/Crompton Greaves/Flexpro)**

Type of protection	Ex-proof suitable for hazardous area Zone classification as applicable to petrol/ diesel and variants thereof.
Compression	Double compression type with certification for outdoor use and Single compression type for indoor use.
Bushes	Neoprene
Threading type	NPT threads to be provided. ET threads will be permitted if any equipment does not have provision for NPT threads.
Material of construction	Brass-Nickel plated
Tag plate	To be provided
Mounting	Suitable for area classified as zone-I, group IIA & IIB
Protection class	IP-65

#### **ROUTER CUM MODEM**

Router cum Modem to support all GSM communication network available in India including having features of VOLTE compatibility. In case of no communication, Router should have inbuilt intelligence to continuously ping HPCL server without going to sleep mode.

##### **Note:**

Auto, Manual, On Demand Dialing on GSM interface is mandatory.

Parameter	Description
Interface	Both ADSL and GSM/3G/4G/VOLTE interface

Ports	RJ11 ADSL Port RJ45 LAN Port – min 8 Nos. ( 4 PORTS ok in case supplemented by additional LAN switch wherever required. Built in 802.11 Wireless LAN USB 2.0/3.0 Wi-Fi
ADSL	Standard ADSL 1.5 to 12 Mbps upstream, 512 kbps to 4 Mbps downstream.
GSM/3G/4G	Slot for GSM/GPRS/EDGE/3G/4G/HSPA/VOLTE. (It will be preferable to have a dedicated slot for SIM card)
Other features	Auto, Manual. On Demand Dialing on GSM interface. Easy configuration/Administration through WEB browser. DHCP Server/Client. DDNS Remote Management.
Indicator	Power, LAN, WAN, USB, DSL, WLAN, Internet

## **Wireless equipment**

- Necessary PESO approved Lab Reports to be provided after installation of 1st RO and before roll-out at balance ROs.
- Wireless equipments/routers and network should have built-in features of remote maintenance and software upgrade of wireless equipment should be web-based, using any common web browser. De-installation of routers/equipments for upgrade & maintenance or upgradation/maintenance using mobile phone/laptop in forecourt is not acceptable.
- The maximum threshold power of radio frequency (9 KHz to 60 GHz) for continuous transmission or with pulses having duration greater than thermal ignition time, to be maximum 3.5 W (has to be limited by hardware only) as

applicable for Group IIB as covered in IS: 60079-0:2011 clause 6.6.1 - RF Sources.

- Necessary test report from accredited Indian/International laboratory to be submitted
- Necessary interconnecting cable-conduit (if applicable) along with all corresponding I&C works between DUs/Tag Readers etc., to such router will be in vendor's scope.
- Frequency band of (9kHz to 60 GHz) is allowed for all RFID devices, subjected to frequency bands to meet regional frequency allocation regulations & thermal ignition time of maximum 3.5 W.
- Wireless equipments should have a robust design to work on raw power available at DU Island.

<b>FCC Wireless Forecourt Device</b>	
<b>SN</b>	<b>Item Description</b>
1	Operating Frequency - FREE ISM BAND
2	Output Power - 17 DBm With Integrated LNA
3	High RX sensitivity - (-104 DBm)
4	DATA rate -Min 250 Khz
5	Compatibility - IEEE® 802.15.4 compliant Transceiver Mesh networking capability Worldwide license-free operation
6	Interface Ports - Should be able communicate with all types of DU/MPD & forecourt devices like Attendant Tag Reader, RDU (Rate Display Unit) Monolith available in HPCL ROs
7	Operating Power - 150 to 280V AC @40-60Hz
8	Output Power - 3 to 5VDC @ 200mA to power up tag reader
9	Mounting – Wall Mounted / MPD Side Panel / Inside MPD / Panel / Pole Mounted
10	Protection – IP 65
11	Internal Memory - Minimum 10,000 Transaction storage.
12	MOC - ABS fire retardant V0 grade
13	Communication Range - Minimum 150 meter with obstacles with multiple FWD on the forecourt
14	Networking & Compatibility - Capable of connecting up to 16 pumps/fuelling positrons of same protocol per FWD device.

15	Wireless forecourt device connected to MPD should be intelligent enough to record & handle all du related activities. Forecourt Wireless device connected to MPD should have internal infinite read/write memory to store transaction in event of FCC failure & transmit all the stored transactions to main FCC once the FCC is working. Each wireless device connected to the forecourt equipment MPD should have min 2 interface ports to accommodate interface with other nearby devices. Over the air firmware/software updating of forecourt wireless Device should be possible.
----	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

#### A. Wireless FCC receiver

Wireless FCC Transceiver /Zigbee master Module/Gateway	
	Item Description
1	Operating Frequency -FREE ISM BAND internal infinite read/write memory to store transaction in event of FCC failure & transmit all the stored transactions to main FCC once the FCC is working. Each wireless device connected to the forecourt equipment DU should have min 2 interface ports to accommodate interface with other nearby devices. Over the air firmware/software updating of forecourt wireless Device should be possible with minimal downtime.
2	Output Power - Minimum 17 DBm with Integrated LNA
3	High RX sensitivity - (-104 DBm)
4	DATA rate - Min 250 KHz
5	Compatibility - IEEE® 802.15.4 compliant Transceiver Mesh networking capability Worldwide license-free operation
6	Interface Port - RS485/TCP IP Interface with FCC
7	Operating Power - 3 to 5V DC +/- 20% @200mA
8	Mounting - Wall Mounted
9	Protection - IP67 or higher
10	Communication Range - Minimum 150 meter with obstacles.
11	Input Voltage Range - 150 – 280 V AC at 40- 60 Hz

#### **KEY MANAGEMENT SYSTEM:**

#### **1. Specifications of Key Management System (KMS)**

- 1 Input voltage 230V AC supply and 50 Hz AC frequency.
- 2 Communication modes supported: Ethernet(TCP/IP) and RS485.
- 3 16x2 Alphanumeric display.

- 4 Keypad with 12 keys.
- 5 Functionally compatible with existing automation system.
- 6 Number of key holders in single panel: 14 numbers. In case, more than 14 keys are required then, vendor need to provide the same in single panel for which two number order quantity will be released for that item.
- 7 Data storage in non-volatile memory.
- 8 Solid powder coated steel material for box.
- 9 Door types: Solid or Transparent.
- 10 Door access options: RFID reader or PINPAD based.
- 11 Solenoid based key holding mechanism
- 12 Scope includes supply and installation of KMS

## **2. Features of Key Management System (KMS)**

- 1 RFID based door locking system for KMS which is programmable for access security. (also support PIN entry for emergency opening or closing door)
- 2 Key recognition system with i-button to detect key insertion or removal.
- 3 Exceptions generation while usage of wrong card, wrong PIN entry and wrong activity code entry.
- 4 Exceptions generation while key not inserted within predefined time limit or key not inserted properly or key inserted at wrong position.
- 5 Key sling for holding key with RFID chip. Sling can be only for a single use i.e once key/keys are inserted into sling and sealed , then it should not openable.
- 6 Available battery for power backup in case of power-cut. Backup to be provided of at least 15 minutes
- 7 Programmable for multiple user access and access control to specific operation.
- 8 Time stamping and user logs facilities are available.
- 9 In case of power failure or any other equipment failure, Two sets of master keys to be provided to every regional office

## **3. Integration of Key management system to Automation**

- 1 Key management system should be integrated to automation. Provision shall be made for the same.
- 2 If required, keys will be bifurcated in to two categories a. Critical b. Non

critical. Critical includes on dispensing units and fill caps. Non critical can be EB panel door, file cabinet keys, dealer keys etc.

- 3 In case of DU keys, the particular DU should be mapped with the respective key and respective tank to be mapped with its key.
- 4 A event shall be recorded in automation system in case of removal of keys from its respective holder
- 5 If a key from particular DU is removed:
  - On cumulative transaction of more than 50 liters from that DU, Automation system should stop sales from that particular DU and event log should be generated.
  - Dealer/Manager has to record his remarks in BOS and sales to be resumed from that particular DU only after key is placed back to its holder.
- 6 If a key from particular fill cap is removed:
  - Dealer should enter receipt of product in the tank (Existing practice)  
Or
  - Dealer should enter testing data for that product (Existing practice)If none of the above is done, sales to be suspended from that particular tank
- 7 There should be interlock developed for enabling or disabling of KMS

### **Interface to Central Server : Centralized Head Office System**

The Controlling Office system / Head Office System shall be housed in a Central Server (CS) at HPCL data center, which shall house a central CO / HO application. HOS system is developed by HPCL and successful vendor has to integrate with existing HPCL HOS. Necessary interface document will be provided for this purpose by HPCL Individual HPCL locations shall have a web-based access to the CS for the purpose of accessing the Head Office System over HPCL LAN / internet (using secure VPN tunnel).

The CO/ HO System is a remote Site Management System for use by regional / zonal offices of HPCL. The system will be physically installed at HPCL Data Centre at Hyderabad and will be accessed by users at Regional Offices / other locations over LAN / WAN. The objective of this system is to provide automated wet stock control & monitoring over a network of remote sites.

## **Remote Price Change:**

Vendors should complete successful integration with HPCL HOS for central price change. Necessary interface document for this purpose will be provided by HPCL.

**HOS server hardware shall be supplied by HPCL, along with Microsoft Server edition of OS & MS SQL DB licenses. Procurement of licenses of any other OS / DB shall be under the scope of the vendor. Bidders to provide technical specifications in the technical bid. Integration to Central HOS Application – CHOS shall be in the vendor's scope. The detailed message formats of CHOS shall be provided to the successful bidder. HOS application shall be provided by HPCL. However integration between HPCL HOS and various site is in Vendor's scope**

---

The following minimum parameters to be captured by FCC for each transaction:

- Unique Transaction id
- Time and date stamp,
- Pump No, Hose No
- Product name,
- Unit Rate
- Quantity dispensed
- Total Amount
- Vehicle Registration number
- Mobile no. of the customer
- Mode of payment (cash / credit-debit card/ loyalty/ LAM)
- Receipt Id
- Totalizer
- Print information ( Physically printed or not)
- DU error logs
- DU k factor
- DU price change with date stamp

## **Networking Requirements:**

The system communication between the forecourt controller and the central server shall be through VSAT, GSM, Broadband, CDMA (may be a mix and match of it, as per HPCL's convenience / discretion) and utilize industry standard protocols. Vendor shall provide appropriate switch for connecting various devices in the outlet. The data accumulated within the system at site or the head office shall be accessed via a secure communication software package which controls the uploading or downloading of data files to & from the site system via standard communication equipment at both ends.

All the IP addresses of individual devices at the outlets should be configurable. Data transfer mode from the outlet level shall be finalized by the vendor in consultation with HPCL.

## **Other Interfaces:**

- The system should be interfaced with HPCL loyalty card system.

- The Automation System should also be interfaced with JD Edward ERP system of HPCL to the extent of obtaining invoice related data from JDE system to HOS & matching it with receipt / delivery data obtained from site, which has been manually entered by site manager. Any mismatch to be highlighted in exception report at central server level. The detailed requirements / functionalities shall be discussed at the implementation stage.
- The Automation System should necessarily be integrated with the HOS of HPCL.
- The system should be interfaced with an external price change system, either through an automated tool, direct file upload in a standard format or data exchange with a server.
- Should HPCL desire to integrate any peripheral devices with the automation system at a later stage, the vendor shall provide relevant information like API / web-services / message formats for accomplishing the integration. In such a scenario, HPCL may procure such peripheral devices from third party or as a free-issue item. No extra payment shall be made by HPCL to the vendor on this account. The roll out of such application is required to be done by automation vendor at all the outlets at no extra cost to HPCL. For calculation purpose vendor can take three such rollout during a span of warranty and post warranty period and rate for the same to be inbuilt in the rate quoted.
- E bill to customers: System should be designed and support the functionality to issue e bills to customer thru e mail or HPCL mobile application. All the fields including VAT no and Tin no.to be captured for issuing e bills. Other data should be sent as explained under SMS facility.
- Vendor to integrate HPCL price pole (Pylon) by wired or wireless mode wherever price poll can support.

### **SMS Facility to customers:**

- The system should support the functionality of sending SMS to the customer, based on the mobile no & vehicle no details, as registered in the HOS. For vehicle nos. mapping with customer, common FCC / BOS application should have a customer acquisition module.
- The common FCC / BOS application shall update the customer related database in the central server (to be provided by HPCL in its DC). Frequency of updation shall be decided during implementation stage with successful bidder. The central server shall be integrated with the SMS gateway (in HPCL scope).
- The registered customer must get the SMS / email pertaining to the transactions performed at any of the HPCL automated outlet under the contract.
- There should be a provision on the Thermal Printer/EDC to enter Vehicle Regn No. Same shall be used by the system to send the required transaction details to the mobile no. mapped against the entered vehicle no. The system shall not allow entry of any special characters and space etc. Only alphabets from A to Z & numerals from 0 to 9 should be allowed.
- The vendor shall ensure to provide data in the format given by HPCL for the purpose as per HPCL requirement (to be decided with the successful bidder) & on real-time basis to the central server.
- If HOS gets real time data, SMS facility / logic shall be built on the data received at HOS. Or the consolidation layer of HPCL shall receive the data for SMS rely.

### **Other terms:**

- Interface protocols of all the devices shall be provided to HPCL.
- Any data exchange between IP enabled devices shall be in XML & shall be shared with HPCL.
- ERD of databases namely FCC, BOS, LG etc. shall be provided to HPCL. Exhaustive list of APIs supported by all these devices with their specifications(input, output parameters and method of calling APIs) shall be provided by the vendor for integration of any other application by HPCL
- HPCL, at its own discretion, may develop custom made application in future which will access the data stored in BOS / LG / Part B / HO using ODBC connections. The internal database / data structures (database language) to be stored should be in English only.
- Data base and table structure are to be shared with HPCL as a part of technical bid for integrating with HPCL backend systems.

### **Warranty & post warranty AMC:**

The system provided should be guaranteed / warranted for any kind of manufacturing defects and satisfactory performance for a period of 12 months from the date of acceptance / final sign off obtained for last retail outlet by HPCL. Incase if all outlets are not completed and pending on account of HPCL deliverables to the extent of 10% of outlets, HPCL will consider commencing warranty for that Region. However, the balance 10 % shall also be completed within first quarter of commencing warranty.

During warranty period all materials/ hardware/ software / services etc. if required to rectify any defect shall be provided by the successful bidder at no extra cost to HPCL. No extra amount is payable by HPCL for this warranty.

During warranty period SLA including penalty will be applicable as defined in Post Warranty AMC agreement. However, no payment on services will be made as defined in SLA during the warranty period.

Complete system will be covered under comprehensive post warranty CAMC as per rates quoted in the price bid for a period of 60 months from the date of completion of warranty. The post warranty CAMC shall be valid for 5 year period. The post warranty AMC unit rates quoted in price bid for 5 years shall be included in the evaluation.

**Note:CAMC of connectivity to be read as Connectivity charges and rates to be quoted against connectivity charges**

During the post warranty AMC period all materials/ hardware/ software / services etc. as required to rectify any defect to be provided by the successful bidder at no extra cost to HPCL. No extra amount is payable by HPCL for this post warranty AMC other than quoted AMC rates. The detailed scope & AMC agreement along with payment schedule has been detailed further in the document.

**HPCL reserves the right to take over the site/sites at the cost of Automation vendor , if vendor is not able to maintain the Automation Facilities working in 100% Automation mode for continuously for 15 days in a row or if site/s are running frequently on manual mode due to vendor dependencies.**

- **Upgrades**

Any upgrades to software supplied by the vendors on account of model and make of new DUs or changes made as required by business during the period of implementation, warranty and AMC shall be provided by the successful bidder at no extra cost to HPCL. Vendor is also required to consider such upgrades and rollout during the span of warranty & AMC to meet the business requirement. Such upgrades to be developed & rolled out in one month of advise without any extra cost to HPCL.

**SLA for Common FCC / BOS Application:**

- During the warranty / CAMC period, the L1 vendor shall be liable to rectify any issues faced with regards to interfacing with devices / data flow to CHOS / any inconsistency / software bugs etc within 7 days of the reporting of the issue. Vendor will also be responsible for interfacing / integrating with any new subsystem as per HPCL requirement by developing required API, testing and implementation within 30 days of the formal requirement is given.
- Any new version released for Common FCC / BOS application will be made available across all ROs remotely to ensure same version running at all ROs which will be responsibility of L1 Vendor.
- Any other Software/ OS /Hardware firmware upgrade should be done by both L1&L2 vendor at no extra cost.
- **No additional payment will be made for the above mentioned activities.**
- System shall generate Data Synch uptime report between Common FCC/BOS application and CHOS on monthly basis / between two date ranges which can be downloaded in Excel / PDF format.

**Miscellaneous Special Terms & conditions:**

1. All cable entries should be through CE/ATEX approved glands.
2. Vendor should ensure all safety / statutory requirements / standards are adhered to, as are laid from time to time, at no additional cost to HPCL.
3. The hydraulic area of the DU should not be tampered with under any circumstances.
4. All thermal printer/EDC (if required to be installed) electronics should be housed at a height > 1.2 meter from the base of the DU's.
5. In case of addition of tanks / DUs at a later stage, only the tender finalized rate for the probes shall be payable. No additional cost for pump interface cards shall be payable till the end of 5 year post-warranty CAMC period, on this account. For purpose of estimation, addition of maximum 2 nos. of tanks per outlet & 4 nos. of DU's per outlet, may be assumed including CNG DUs and DDD flowmeters.
6. There should be no significant signal attenuation for any of the components in an outlet impacting performance of the system or its sub-components as well as business requirements.
7. Vendor should submit 1 nos. of CD/DVD per regional office showing audio-visual animation in Hindi & English (preferably in Flash) of the entire system operation with screenshots of BoS & HOS systems, before commencement of SAT in a Regional Office.

8. Vendor should submit in soft form (CD/DVD) showing animated (audio-visual) operation of each component as well as the entire system, along with the technical bid. It should, inter-alia, include installation of each component, its principle of operation, operation of BoS & CO systems (with screen shots & graphics).
9. The vendor should maintain a detail log of equipment used, when installed, where installed, model, make, serial number etc. & make the same available to HPCL as & when asked for.
10. The system & its components should comply to the requirements under IEC 60079-0/12/25. Test reports from accredited laboratory should be submitted as supporting documents to that extent, at the time of bid submission.
11. Vendors should make available the test scripts, regression scripts etc. for BOS, FCC & ATG, as & when required by HPCL.
12. Vendor shall carry out training for the outlet staff & certify the staff as "Certified user". List of such certified users shall be maintained by the vendor and provided to HPCL Regional Office on a periodic basis. Same should be kept updated by the vendor & certified users checked /verified at the time of PM visit. In case of new / un-certified user, the user training must be provided at no additional cost till the end of post-warranty CAMC period. Refresher trainings shall be conducted every year at each regional office location during Warranty and CAMC period. Hard and soft copies of User manual for all the operations, equipments, features and reports of Retail Automation installed at the outlet including CHOS function pertaining to Dealer .
13. At least one extra pair of cable cores (un-terminated, adequately insulated, & appropriately marked at both ends) should be laid inside the conduits from FCC in sales room to the farthest island on the forecourt (with terminal end stored in the chamber nearest to the respective island in the forecourt) to make provision for future addition of at least one DU. This needs to be acknowledged by HPCL site Engineer.
14. **All the PCBs / electronic cards used as part of the system in components like FCC, ATG, Thermal Printers etc. should comply with the following type tests / standards & should withstand the minimum parameters as follows:**

TYPE TEST	IEC Standard	Parameters
ESD	61000-4-2	6kV Contact, 8kV Air
Radiated EM Field	61000-4-3	26MHz-1000MHz, 80% AM@ 1KHz, 3V/m (26 MHz-500MHz) & 1 V/m (500MHz- 1000MHz)
EFT (Burst)	61000-4-4	2kV Amplitude
Surge	61000-4-5	Line to line- 1KV, Line to Ground-2KV
Conducted RF	61000-4-6	0.15 – 80 MHz, 3 V/m, 80% AM@1kHz
Voltage Interruptions	Dip, 61000-4-11	Voltage Variation: Nom. Voltage (230V) + 10% and Nom. Voltage (230V) – 15% Short-time voltage reduction: 100% voltage interruption for 0.5 cycle, 50% voltage interruption for 1 cycle
Noise Level	-	2 KV

### **Method of Site Execution:**

Entire work shall be carried out by technically qualified persons (having experience in similar type of jobs in petroleum environment) of the vendor under the supervision of the authorized representative of HPCL.

The vendor shall execute the work in compliance with the requirements of the relevant Regulation and Acts in force, in the area together with design specification with respect to:

- i. Indian Electricity Rules and Regulation laid down by Chief Electrical Inspector,
- ii. Indian Factories Act and Regulation laid down by Factory Inspector of State,
- iii. Indian Standard Specifications,
- iv. Various rules of Safety and Installation published by TAC, CMRS, Fire Insurance etc.,
- v. Electro Magnetic Compatibility (EMC) norms,
- vi. Petroleum and Explosive Safety Organization (PESO) norms.

### **Receipt of material at RO:**

- Before moving the material at the RO, the vendor shall intimate all the requisite details to the concerned HPCL Office through e-mail.
- On delivery of various equipment(s) at the RO and before commencement of the work, the vendor shall intimate the concerned HPCL Office through e-mail the plan of all the activities along with the timeline for completion of work at the RO.
- The vendor has to intimate to the concerned HPCL Office through e-mail immediately after completion of site activities viz. Mechanical Completion, System Observation etc

### **Cable Laying:**

- All cables in the forecourt area and outside the sales building have to be laid underground through HDPE conduit (as per IS 14930 (part 2): 2001) as per the RO conditions.
- Unarmoured cables are to be laid incase both ends terminated between the equipments to be installed are inside the sales room. These cables are required to be laid through Capping and Casing.
- The pipe shall be buried underground not less than the depth of concrete slab in forecourt or 300 mm deep, where paver blocks are used in the forecourt.
- AC Power and communications cables are to be laid through separate pipes.
- Vendor may use existing cable trenches in the forecourt to lay the cables without any price implication to them with sole objective of minimizing the digging in the forecourt to avoid disruption in smooth flow of traffic at the RO. Existing fuel pipeline trenches available at the ROs are not to be used for this purpose.
- Armoured Cables (along the wall in the sales room) shall be laid on the PVC type cable trays (minimum 2mm thick; 50 mm edge width), by necessary fastening on

steel structure / plastered wall. Necessary loop of minimum one meter length is required to be provided at both ends of the cables. There shall be no joints in the cables. The same needs to be certified by the vendor while submitting the service bill of the RO.

- Cabling inside Sales Room: Armored cables are to be terminated inside enclosures using Metallic cable glands with armour going through cable gland. Only Un-armoured cables can be terminated using PVC glands. In the Forecourt: Armored cables to be terminated in the DU's communication Junction Box / Thermal Printer Junction Box using metallic FLP cable glands.
- Proper Junction boxes may be used, only if unavoidable (i.e. in case of DU location changed and already laid cable is short for making connection with the relocated DU at the changed location).
- Wherever the cables have to cross the asphalt roads, the rate quoted shall include cutting of the asphalt and WBM roads including soling and necessary excavation to the required depth and back filling the trench with river sand and restoring the asphalt / WBM roads to its original condition including compacting and rolling the surface. Supply of NP2 class Hume pipes for road crossings, etc. are all included in the scope of work.
- In case RCC driveway/ interlock pavers are encountered, the cutting of concrete with pneumatic operated RCC cutter / removal of pavers including restoration as per applicable standards after the laying of the cables shall be in the scope of the tenderer. However, such cutting / removal shall be kept to the bare minimum and alternative routes to be explored for laying the cable as per the standards. Restoration of the cut drive-way to be done in order to have proper finish of the driveway surface in the RO.
- All the forecourt cables are required to be laid in such a fashion that these cables have a common entry point in the wall of the Sales Room. Necessary restoration work of the wall is also in vendor scope.
- Power distribution board with MCBs of proper ratings for distribution of power supply to different RO Automation System equipments is to be provided by the Vendor.
- This also includes integration of this earthing system with RO's earthing grid.

15. The system should be able to set interlocks and generate various MIS Reports based on Sales, Receipt, ATG level & volume and other data at the Retail Outlet. It should be able to transfer data (transactions, receipts, stock, alarms etc.) to the Servers on real time basis, specified data and authorization request to Servers as per defined protocol(s) and push/pull data from Servers.

## **General**

- Slave may be provided on the RFID slot provided on DU & should be as per the PESO norms.
- ATG probe should be capable of sensing water in gasohol .
- Spacers to be provided in the ATG probe installation. Vendor to take approval on Spacer material
- Number plate recognition-in case of IND, option to remove text before number.

- User specific (with Employee No) FOIR report for inspection to be saved with time stamp and marked as event in FCC/BOS & to be sent to CHOS.
- Provision to be made available in FCC/BOS to save FOIR /any report on external drive .Option should also be available to print the same on printer thru FCC/BOS Level.
- Control record reconciliation report to be sent from FCC to CHOS on day end.
- Login thru ADS at FCC /BOS level only to have control
- Test interlock should not get deactivated on date change. If testing is not done at scheduled time, INTERLOCK should be activated & should be deactivated only after testing. Also MOP change for test transaction should be allowed within 1 hr from BOS system
- Testing Interlock - 5 litres to be default in BOS post authorization
- User activity log at FCC level should be available at CHOS with filters Admin/Dealer etc.
- Product Configuration - Nozzle no. should be displayed when it is uplifted.
- Delivery time after decantation is to be fixed to 5 Mins in FCC/BOS.
- Provision for capturing DU serial number in FCC & transmitted to CHOS.
- Relay module to be implemented on FCC power supply
- Switching over details between FCC & BOS to be transferred to HOS and report to be made available from FCC & HOS. An email to be sent to the vendor & the region informing switching over thru CHOS.
- Provision to select All MOP at once in common FCC / BOS application
- Net Amount – should be 2 decimals in transaction receipt
- Discount Type – Should capture discount amount & percentage.
- Discount should be configurable from HOS at Zone, Regional, Sales Area level
- Display product details under post authorization window in BOS
- Tank capacity in configuration should be PESO approved capacity (e.g. 9, 16 KL). Same should be used for ullage /stock calculations.
- DU Printer Interface - FCC will send Trxn ID to DU printer provided DU protocol supports the functionality .
- Under Dealer login, allow to edit submitted TT receipt entry by dealer within same day.
- Alarms - Buzzer provision for audible alarms. Buzzer to be set in default for High Product level.
- Auto email on FCC & ATG communication failure alerts to be sent to vendors & concerned officers through HOS
- Zero transactions not to be considered for preset validation
- Interlocking Parameters
  - Low product = 35 CM and high water = 5 CM
- Individual pump stop operation functionality to be checked & confirmed
- Password should not be stored in BOS web browser.
- Interlocks disabling option should not be available at FCC/BOS level.
- Pump Interlocking – Preset Vs Actual Delivered quantity at the RO – When there are 3 instances of mismatches between Preset & Actual delivery, pump should get interlock . Acknowledgement of this interlock will be in login of outlet Dealer / Manager. This interlock to be released after acknowledgement .The interlock will be implemented by vendor as part of rollout.
- EDC to be directly integrated with FCC . Visibility of EDC to be made on CHOS.

- Vendor has to provide Technical Solutions meeting all the requirements of the tender during Project, Warrantee & AMC period irrespective of acceptance of FDS/FAT by HPCL
- HPCL currently uses Post-paid option for forecourt fueling i.e. payment is made by the customer after the fuel has been delivered. Going forward, HPCL is looking to implement Pre-paid option in some or all ROs depending upon the waiting queue of the customers. In this, the payment will be collected from the customer before the fuel is delivered. In both the cases, the payment made by the customer must be linked to the fueling i.e. fueling is integrated with payment.
- Any DSM should be able to operate any pump using RFID tag (if RFID tag is provided to the RO) for authorization on DU. Depending on site requirement, an RO may have few DUs on RFID mode and other DUs on non-RFID mode (Solution by Vendor should support the said flexibility). In case some DUs are operated on non-RFID mode, it should be possible to assign one DSM to multiple bay.
- Common FCC / BOS application will have visual Indicator for availability of Network connectivity and current Network Speed.
- HPCL may ask for monthly uptime report of network for each outlet which should be system generated and can be downloaded from the system.
- For wireless deployment, it is required that wireless network will have redundancy. It has to be ensure that wireless device should also have the redundancy so that the DU/Nozzle operation should not get affected due to this failure
- FCC should be capable of handling following additional interlocks directly and through CHOS. HPCL will take decision o implementation as and when required. Vendor to share the logic and make the feature ready.
  - Auto RSP interlock.
  - Connectivity interlock.
- FCC should be capable of capturing DU errors , Event Logs , K Factor changes and sending it to CHOS . Sample list of DU errors & events are listed below.

SINO	DU Log Type
1	Dispenser Mode Change ( Automation to Manual and back)
2	Password Audit — Reset / Changes/Attempts
3	Rate Change or price change
4	Calibration Change or 'K' factor Change History
5	OTP usage
6	Hardware Change Audit (except for DU Controller Card where the hardware change Audit is stored)
7	Firmware Change Audit.
8	Sale Transaction Log
9	Set Density
10	Preset sale termination (PST) [Including Cases where delivered Quantity is Zero against a Preset ]

11	Daily Test Delivery
12	Pump-motor Switch off due to Non delivery for max 30 secs - Transaction Logs
13	Errors & Warnings : Pulser 1 Failure ( Error displayed & logged, pump continues to function )
14	Errors & Warnings :Pulser 2 Failure Error displayed & logged + Pump stops
15	Errors & Warnings :Low battery Error displayed & logged + Pump stops
16	Errors & Warnings :Mains failure/under voltage Error displayed & logged + Pump stops
17	Errors & Warnings :Display error Error displayed & logged + Pump stops
18	Errors & Warnings : Software version validation error Error displayed & logged + Pump stops
19	Errors & Warnings: Hardware version validation error Error displayed & logged + Pump stops
20	Errors & Warnings :Memory corruption Error displayed & logged + Pump stops
21	Errors &Warnings: Printer error Error is displayed& logged, Pump continues to function.
22	Errors & Warnings :System Link error Error displayed & logged + Pump stops(Links that failed should be identifiable through unique error code)
23	DU Idle time setting logs
24	DU Inbuilt NPND Setting
25	DU Inbuilt Testing Interlock
26	Software Change Logs
27	DU NANF Setting
28	Print out Logs of DU inbuilt printer
29	Real Time Clock:- Date / Time change log
30	Event of family Integrity break
31	DU Logs/Error & Warning – Others

Above is only a sample list, but actual list depends on DU make & its protocol

- **HANDLING DU CPU CARD CHANGE ANOMALY**

In order to handle this issue of DU CPU card change interface will be provided at FCC system with the following details

- Pump No \_\_\_\_\_
- CPU serial number \_\_\_\_\_
- RO call report number \_\_\_\_\_

- OPENING  
READING
- Electronic totalizer  
reading
  - Before  
changing  
the card \_\_\_\_\_
  - After changing the card \_\_\_\_\_

Assumption: NO sale has been performed after recording this value in the call maintenance report)

In ROIR report at HQ system, for this scenario an '\*' will be provided on the specific day of the anomaly for the row with meter readings. The same anomaly details can be viewed on a separate report with details: Opening reading, changed reading, calculated stock and remarks.

## **Communication Security**

- Between RO and HOS :It is required that the RA Vendor deploys/uses SSL Based mutual Authentication as the Security Architecture for the Data exchange between the Site and HOS.
- Mutual authentication requires certificate requires both client and server to authenticate each other using SSL
- Server side SSL/ validation is not in scope. This is because there is no use case wherein the FCC needs to authenticate the HPCL Cloud HOS. In all HPCL Cloud HOS services it is the HPCL Cloud HOS that needs to establish identity of the FCC that it is communicating with.

## **RFID Reader and DSM Tags :**

1	RFID Tag readers would be mounted on the MPDs. Vendor to carryout installations as per laid down procedures for jobs in petroleum installations. The tag reader should be fitted correctly so that it does not hang or fall at a later date. Vendor will be required to drill the holes in the MPD body and fix the RFID Tags Readers
2	Operating temperature range: 0°C to 55°C
3	IP54 protection or higher required including LED
4	Should have RS 485 connectivity
5	RFID ID card should be of high quality to withstand daily use in forecourt environment. Vendor to supply ID card type tags

6	Tag writers, as required for ROs & their essential programming should be in the package.
7	RFID Tag reader should be connected in parallel with FCC. So that even if one tag reader is down, all Tags should not stop working and ultimately transactions should not stop. The tags to have secure communication.

## Connectivity:-

Providing connectivity at the outlet is in the scope of the RA Vendor. For this RA Vendor will supply FCC along with a Dual SIM and Router as detailed earlier and SIM is to be inside Router/FCC and not as an outside hanging Dongle. The SIM will be inserted in a Router module which will be housed inside the FCC body. This is to avoid any loose connections which may happen in case the Router and SIM are placed outside the FCC body.

The SIM and Router will be supplied along with the FCC and HPCL will not make any additional payment towards this component. However, connectivity charges need to be included for the warranty period in the cost and for subsequent period connectivity charges will be paid as per the separate line item. The FCC/Router will have the capability to use any Wi-fi hotspot created by dealer broadband/mobile. The FCC/Router should have sufficient Ethernet ports.

Vendor to provide SIMs from the different service provider depending upon the feasibility at the individual sites. In case, HPCL brought the connectivity by its own then, same need to be integrated with FCC/BOS. HPCL may also ask to withdraw the connectivity and in such case connectivity charges will not be paid for the connectivity source from the vendor.

### Sample SAT check list ( Final check list to be submitted to HPCL HQO for approval post FAT )

#### General

Name of Retail Outlet  
 RO JDE code  
 Regional Office  
 ZONE  
 End date & Time of 5 days observation period  
 Date of submission of Observation Reports  
 Name of the Vendor

#### Hardware Installation and Integration Verification

SI No	Software/Hardware	Make/Model	Installed & Integrated (Yes/No)	Hardware Specification Compliance Sheet and relevant certificates/test reports received as per tender document, and verification of equipment and	Accepted (Yes/No)

				relevant certificates completed (Yes/No)	
1	FCC Software Name and Version No.				
2	Forecourt Controller housed in cabinet				
3	Monitor				
4	Keyboard				
5	Mouse				
6	Router cum Modem (With Minimum 8 Ports)				
7	Auto Tank Gauging Probes				
8	Wireless equipments for communication between DUs and FCC (Applicable for wireless communication )				
9	Handheld Readers (HHR) for Customer Attendant				
10	RFID Tags for Dispensing Units				
11	RFID Tags for Vehicle				
12	Wireless System for communication between Handheld Reader and FCC				
13	Wireless Equipment for establishing communication between FCC and Price display at Monolith (Applicable for wireless communication)				
14	Surge Protection Device				
15	Uninterrupted Power Supply (3KVA/5 KVA/7.5 KVA)				
16	Power Cable between UPS and junction box.				
17	Communication Cable				
	Between DU and FCC				
	Between ATG Probe & FCC				
	Between UPS and FCC				
	Between SPD and FCC				
18	Earthing				
19	RFID Nozzle Reader (NR)				
20	Wireless equipment for establishing communication between Nozzle Reader and FCC				
21	RFID vehicle Identification Ring				
22	Tag Reader (TR) with Display and keypad for Customer Attendant				

23	Tags for Customer Attendant			
SI No	Functionality	Description	Accepted (Yes/No) If No, mention remarks	
1	ATG Readings vs. Manual Dip Readings	ATG will read product level, water level and temperature of the product in the tank and will transmit the data to the ATG System. The level reading should be within the permissible accuracy limit of +/- 4 mm in field conditions with reference to manual gauging in vogue at the RO.		
2	Earthing	Earthing has to be tested with Meggar and the resistance of the earthing is less than or equal to 1.0 Ohm. Earth resistance testing at each RO is to be carried out and the certificate for the same can be issued on their letter head by the vendor's engineer, Meggar Calibration report has also to be provided. However, HPCL reserves the right to verify the same.		
3	K Factor	All log details (available in DU protocol) of the DU including calibration changes and K-factor to be captured in the Automation System.		
4	Idle timeout settings	Idle time out setting of the DU needs to be captured in the Automation system nozzle wise.		
5	Preset Vs Actual	Pre-set and Actual delivery (Volume and Amount) to be captured in Automation System		
6	Zero transaction	Report of deliveries i.e., transactions for which delivered quantity are zero against a given preset quantity		
7	Mode change	Logs of DU Auto mode to Manual mode and reverting of DU from manual to auto mode.		
8	NANF setting status	DU's NANF Setting parameters (Enabled/Disabled)		
9	DU-inbuilt NPND feature	DU inbuilt NPND feature - Status whether this feature is enabled or disabled		
10	DU inbuilt printer integration	Prints taken from DU inbuilt printer		
11	Price change log,	Price change log carried out at DU end through the DU key pad.		
12	DU manual mode	Logs to be captured when the DU is in manual mode, when the DU reverts back to auto mode and communicates with the automation system		
13	DU generated testing logs	DU generated testing logs and setting of testing Interlocks		
14	DU Control – Real Time Status	DU Real-time status (Idling state, fueling State, Transaction Completed State and Printing Status)		
15	DU Control-Nozzle totalizer	Capture of the nozzle totalizer		
16	DU Control-Price	Read, check and set product prices assigned to nozzles		
17	DU Control-Operations	Enable, Disable, Block, Stop All, Need Authorize and Auto Authorize		
18	Application Login and User Access	Login, User configuration and user rights		

19	DU Status (RO Operation GUI) & User Interface	<p>An individual "cell" within the console represents each pump. Each cell consists of a Dispenser Make, Product title/current Product in use, Unit Price the pump status, and transaction fueled details cell &amp; interlocking message cell. Colored images are used to represent the current status of a pump allowing the RO personnel to quickly assess the status of Forecourt while working in the Sales Room. The DU Status provides a graphical representation of the Forecourt. The user interface provides control of the Forecourt.</p> <p>The user interface can be driven by keyboard, mouse, or a combination of these. DU Status is made up of a status bar, dispenser status icons. The transaction buffer shall display no. of transactions after taking into account Payment/Loyalty transactions and accordingly control keys, and a console menu be provided.</p> <p>DU Status has one emergency stop button to stop all dispensers.</p>	
20	Nozzle Reader Operations	<p>Vehicle to be provided with unique RFID Vehicle Ring (RFID Ring) on its fuel inlet. RFID Ring should be passive type. RFID Ring should be for longevity and stability</p>	
		<p>In case, if RFID Ring is removed from the vehicle's fuel inlet, it should stop functioning to prevent its misuse.</p> <p>RFID NR fixed on the DU Nozzle and it should identify the Vehicle (through its RFID Ring) on insertion of the Nozzle into Vehicle's fuel inlet. In case, if the DU Nozzle is taken out from vehicle's fuel inlet during the ongoing fueling process, fueling to suspend immediately and upon insertion of nozzle (within 20 seconds) in the same vehicle's fuel inlet, fueling to resume from where it was suspended. For such time period more than 20 seconds, it should force for a new transaction.</p> <p>Side refueling (showing Nozzle Reader sidewise to fuel inlet and taking fuel on Jerry-can or any other container) should not be possible.</p> <p>In case, if the Nozzle Reader is removed from the connected DU's Nozzle, it should de-activate itself automatically to prevent its misuse.</p>	
21	Handheld Reader operations	Operations of Handheld Reader and RFID tags for DUs and Vehicles	
22	RFID reader with display and keypad	<p>Apart from facilitating customer attendant identification, Provision should be there on RFID Tag Reader (TR) for entering following parameters after identification of the Vehicle by nozzle reader and before commencement of fueling, for the purpose of Kilometer Per litre (KMPL) calculation and generation of reports based on these parameters:</p> <p>a) Driver's PIN or RFID Tag for identification of person attached with the Vehicle for the day,</p> <p>b) Insert Kilometer Reading,</p> <p>Fueling to commence only after verification of Vehicle, pre-defined parameters entered on the TR and other Fueling rules set by the User for the concerned Vehicle by the System.</p>	

23	Capturing of vehicle nos	Capturing of Vehicle No using each type of Tag reader and tags (Automatic through HHR, NR and CA Tag Reader & also manual insertion of Vehicle no. through CA Tag reader)	
24	Capturing of driver name	Capturing of Driver name (Using CA tag reader with display and keypad) automatically through RFID tag and also through manual insertion using tag-reader keypad	
25	Capturing kilometer readings	Capturing of Kilometer reading automatically through wired/wireless OBD device, and also through manual insertion using CA tag reader with display and keypad.	
26	RO Operations without RFID readers	Operations without any RFID readers (Auto authorize and Pump test through BOS	
27	Marking of Testing transactions	<p>ROs having RFID Tags in DUs/Hand Held Readers: All testing transactions shall be possible only when DU is authorized through a RFID tag reader preconfigured through the BOS PC as testing RFID reader. Any RFID tag reader can be configured as testing tag reader and configured back as sales transaction tag reader through BOS application. When Pump display is authorized with Testing Tag reader, the corresponding delivery transactions shall automatically be marked as testing and pushed to ITPS (Independent Transaction Processing Server) and HOS. However, such transactions shall not be available in EDC on call for any payment or loyalty transaction processing.</p> <p>ROs not having any RFID Tag/Tag readers: In this case all DUs will work in Auto Authorized only. In this case testing shall be processed through BOS PC.</p> <p>Note: System should have provision to mark any transaction as testing transaction before the Auto shift closure time of 23:58 hrs.</p>	
28	Tank Status	<p>Tank status provides the real time view of tank inventory using the ATG system interface of FCC. Inventory reports are generated based on this. This data can be viewed from the Tank Status/GUI Page: FCC requests Inventory data from ATG Console every 60 seconds &amp; it is displayed on the Tank status GUI Screen.</p> <p>For each tank configured in the system the grade is displayed, the current product volume, water level, and associated data such as capacity, ullage, etc.</p>	
29	Device health status of various equipments	<p>Device health Status of Pumps ATG probes &amp; Console Wireless Equipments Nozzle Reader Hand held Reader RFID Reader with display and keypad Price Displays Media Controller SPD FCC enclosure Communication status between FCC and HOS and Loyalty Servers</p>	

30	User configurations and user rights	RO Operations – User configuration and user rights as detailed in the tender document	
31	Shift Management	RO Operations – Shift Management as detailed in the tender document	
32	Product Pricing Schedule	Product Pricing Schedule as detailed in the tender documents	
33	Discount pricing	Discount Pricing as detailed in the tender document	
34	TT receipt Entry	TT receipt Entry as detailed in the tender document	
36	Reports	Reports as detailed in the document	
37	Trends	Trends as listed in the tender documents: Amount and Volume Wise Sales Profile Attendant Wise Sales DU Utilization (Automation Vs Manual) Exceptional Stock Variation Product wise Stock Loss/Gain Product Inventory at current time Pump and Nozzle wise Sales Monthly/ Daily Sale trends – PAN India/Regional/Zonal ATG Vs Invoice receipt Stock Reconciliation Any other	
38	Density Register	Software to have provision for manual entry of density for display on DU/any other	
39	Additional Feature -	Totalizer reading after every transaction	
40	Remote Software Upgrade	Remote Management System – Software upgrade through vendor server:	
41	Remote View	Web enabled remote site management (Remote view)	
42	SPD functionality & Monitoring	The surge protection device would be provided with redundancy. Both the SPDs should be provided at the input power supply. In case, the SPD-1 fails, it will give SPD failure alarm to the FCC. The health of the SPDs would be captured in the Automation System.	
43	3rd Party Device Integration	Media Controller: Integration of Media controller with FCC and display of BOS GUI in the connected display supplied by HPCL	
Description	Specification		
5.1	<p><b>TYPE TEST: -</b></p> <p>The materials offered in the tender should have been successfully type tested for the tests in line with the relevant standard and technical specification. The bidder shall be required to submit complete set of the type test reports along with the offer.</p> <p>Current carrying capacity Test shall be carried out on the concentric pipe electrode as per relevant IS &amp; it shall withstand capacity rating as mentioned in the specifications (i.e., 43KA for 1 sec.) from CPRI</p> <p>Toxic Content test on Conductive materials &amp; earth enhancement material as per standard</p> <p>In case the type tests are conducted earlier than five years, the successful bidder shall carry out all the type tests as per the relevant standard in presence of purchaser's representative free of cost before commencement of supply.</p> <p>The undertaking to this effect should be furnished along with the offer without which the offer shall be liable for rejection</p>		

5.2	<b>ACCEPTANCE TESTS: -</b> The inspecting officer will carry out the acceptance tests on the materials as specified in the relevant standard with latest amendments and & this technical specification. Physical check for concentric pipe type earth electrode as per clause B.2.3 of this specification.
5.3	<b>ROUTINE TEST: -</b> All the material offered shall be subjected to the routine tests at the manufacturer's works as specified in the relevant standards & this specification.
5.4	<b>TEST CERTIFICATE: -</b> The bidder shall furnish detailed type test reports of the offered material for the tests as per relevant IS and this specification. All these Type Tests shall be carried out at laboratories that are accredited by the National Accreditation Board of Testing and Calibration Laboratories (NABL) of Government of India. These tests should have been carried out within 5 years prior to the date of opening of this tender.
5.5	<b>INSPECTION: -</b> The purchaser or his nominee shall have right of free access to the works of the manufacturer & to be present at all reasonable times and shall be given facilities by the manufacturer to inspect the manufacturing process at any stage of manufacture. He shall have the right to reject whole or part of any work or material that does not conform to the terms of the specifications. All the reasonable/complete facilities considered necessary for the inspection by the inspecting authorities shall be supplied by the manufacturer free of cost. In case any component tested & inspected in accordance with this specification fail to pass the requirements of the specifications, another two samples shall be selected from the same lot & inspected/tested in accordance with the specifications. If one of the additional samples fails to pass the test, complete lot shall be rejected.
Integration of HOS SERVER	Checking of all functionality of HOS along with SMS facility as per FDS.
3rd Party Device Integration	Price-Pole integration: Integration of Price with FCC and display of Current Price in the Price pole
	Vendor to certify "installation has been carried out by qualified and trained engineer(s), in compliance to IS/IEC 60079-25:2003 for intrinsically safe System being installed at the RO M/s XYZ (specify name of the RO)".

## **ANNEXURE – I**

### **COMPREHENSIVE WARRANTY & POST WARRANTY ANNUAL MAINTENANCE CONTRACT**

This Comprehensive Annual Maintenance Contract hereinafter referred to as (AMC) is made on this \_\_\_\_\_ day of \_\_\_\_\_(month & year) between ----- (hereinafter referred to as Vendor, which expression shall, unless repugnant to the context, include its successors and assigns) and M/s. Hindustan Petroleum Corporation Limited, a company incorporated under the Indian Companies Act, 1956 and having its Registered Office at 17, Jamshedji Tata Road, Mumbai - 400 020 and its Marketing Headquarters Office at Hindustan Bhawan, 8, Shoorji Vallabhdas Marg, Ballard Estate, Mumbai -400001 (hereinafter referred to as HPCL, which expression shall, unless repugnant to the context, include its successors and assigns) for maintenance, repair and service of the Retail Automation System installed at \_\_\_ nos. of HPCL retail outlets & associated controlling office system.

#### **1. CONTRACT RESPONSIBILITY**

The Vendor agrees to undertake the maintenance and repairs for the Retail Automation System / components / equipments installed at \_\_\_ nos. of retail outlets of HPCL under PO ref # \_\_\_ dtd. \_\_\_.

For avoidance of any doubt, it is clarified that subject contract scope will only include the equipments / components / system to be maintained / supported as part of retail automation system, viz. FCC, ATG controller & probes, BOS, UPS, EDC, Cables & the Controlling Office System / HOS (as the case may be). This shall include both hardware & software for each of the components as well as all associated accessories like cables, junction boxes, MCBs etc., as installed by the vendor under the contract.

This shall exclude components/equipment such as EDC terminals supplied by Banks/LSP, broadband connectivity & consumables (as defined further in this contract).

#### **2. SCOPE OF SERVICES**

2.1 The Vendor agrees to provide the following services arising out of normal wear and tear during usage of the system at the outlets. The details / minimum technical specifications of all the equipment installed as part of the system, which shall be supported / maintained by the vendor, are provided as attachment to this agreement.

During warranty / post-warranty AMC period, if any of the hardware / software has to be replaced by a make / model other than the ones existing at a particular location or by the ones other than those from among the acceptable basket of makes / models, due to reasons like being end of life for the product, unavailability of spares in the market etc., the vendor shall take prior written approval from HPCL clearly stating the reasons for the same. However, the vendor shall ensure that the minimum technical specifications of such equipment supplied / installed & the overall functionality of the system shall be same as, or higher than the specifications of the equipment being replaced, at no extra cost to HPCL. In such cases, all related integrations on both hardware / software front shall be at vendor's cost & responsibility.

The AMC will be comprehensive and will include service and cost of spares. The applicable AMC rate shall also be the same as in the PO No. \_\_\_\_\_.

2.2 Providing operational support to dealers/dealer men/HPCL staff being excluded from vendor scope of work, will be paid on material and labor basis provided such support is not required as a result of replacement of any of the equipments / components / system being maintained by the vendor for HPCL under the contract, with an altogether new hardware / software on which HPCL staff or the dealer men are not trained for operating the same.

However, upon completion of such activities by HPCL, vendor shall be responsible for replacement of part(s) in case of failure, at no additional cost to HPCL, without demur / protest.

## **2.2.1 SLA for Common FCC / BOS Application:**

- During the warranty / CAMC period, the L1 vendor shall be liable to rectify any issues faced with regards to interfacing with devices / data flow to CHOS / any inconsistency / software bugs etc within 7 days of the reporting of the issue. Vendor will also be responsible for interfacing / integrating with any new subsystem as per HPCL requirement by developing required API, testing and implementation within 30 days of the formal requirement is given.
- Any new version released for Common FCC / BOS application will be made available across all ROs remotely to ensure same version running at all ROs which will be responsibility of L1 Vendor.
- Any other Software/ OS /Hardware firmware upgrade should be done by both L1&L2 vendor at no extra cost.
- **No additional payment will be made for the above mentioned activities.**
- System shall generate Data Synch uptime report between Common FCC/BOS application and CHOS on monthly basis / between two date ranges which can be downloaded in Excel / PDF format.

### 2.3.1 Exclusions from scope of services will be in following cases:

- Physical damage done to the automation equipment due to vehicle collision at the outlets or due to reasons under “Force majeure” clause is excluded. However, normal wear & tear of parts due to normal usage of equipment & due to power fluctuation shall be covered under CAMC & replacements on account of same shall not be payable.

### 2.3.2 Consumables will be payable extra by HPCL to the vendor. List of consumables shall include the following items only:

- Thermal paper rolls for Thermal Printer/EDC
- CD's/DVD's/Pendrives for data back-up at outlets & regional offices.

### 2.3.3 UPS Batteries: UPS batteries are not a part of consumables. Supply of UPS batteries during Warranty and CAMC period is in the scope of vendor. Vendors shall replace all the UPS batteries compulsorily after two years or from the incidence of failure whichever earlier. During the period of 5 years AMC vendor shall necessarily replace these batteries at least three times that is on commencement of 2<sup>nd</sup>, 4<sup>th</sup> and 5<sup>th</sup> year of CAMC period.

### 2.3.4 Thermal Printer Heads (TPH): TPHs are not a part of consumables. Vendor shall ensure working of TPHs during the entire period of warranty and CAMC. The print from the printer shall be clear and suitable for issuing to customers. Faded and light prints are not acceptable.

Vendor shall provide full details of the part(s) / component(s) replaced during the contract, with serial no., date of installation / de-installation etc. every 30 days to the concerned Regional Office of HPCL and also submit to RO during that particular quarter while releasing the quarterly payment charges.

## **Preventive Maintenance**

### 2.4 The vendor's service representative shall visit the sites **once in 3 months** during Warrantee as well as CAMC period for carrying out preventive maintenance on all the equipment installed at sites as part of Retail Automation System. This includes maintenance of all mechanical, electrical and electronic parts/sub-assemblies/EDCs installed as part of retail automation. The preventive maintenance report will include the activities mentioned ahead in the document. The preventive maintenance report shall be signed by the authorized representative of the retail outlet. This preventive maintenance report to be submitted to the respective region during Warrantee & CAMC period. CAMC bills will be processed by the Regions after receipt of these preventive maintenance reports only.

## **Breakdown Maintenance**

- 2.5 The Vendor will carry out all breakdown maintenance after receiving information (written or oral) from Central Head Office Server(CHOS) or HPCL ROMMS system or thru HPCL officer or representative of the respective Outlet. The Vendor/Vendor's authorized service representative will carry out the required repairs of the retail automation system after receiving complaint thru and update the status after attending to the problem. Vendor to provide details of Central email id as well as common no for sending E mails and SMS. Further communicating to vendor's engineer is in the scope of vendor. PM schedules shall be updated and inform HPCL regional office about the status of site through report submission is on a monthly basis.
- 2.6 The Vendor shall maintain adequate spares as may be required as inventory in all the Regions & as required to be maintained on the basis of the geographic spread of the sites. Whenever the lead arranging availability of critical spares viz. ATG Probe, ATG Console, BOS, FCC, UPS, etc. is high, the vendor shall ensure keeping adequate inventory of such spares so as to minimize system downtime (< 2 days) and also to meet the agreed SLAs.

The stock of critical items will be in possession / custody of vendor service engineers but to be physically located at HPCL office or at a safe place directed by HPCL Regional Office. Monthly inventory list may be given to HPCL Regional office. However, HPCL shall not be responsible for the possession. A joint review of the inventory maybe carried out by the concerned Regional Office if required.

- 2.7 The Vendor shall also obtain all necessary statutory / safety approvals / licenses as may be applicable for all the states where they shall be providing AMC & shall be bound to produce the same as & when required by HPCL.
- 2.8 Vendor to coordinate with HPCL EDC supplier for enabling key injections required for credit/debit card payments, on inventories kept for M& R activities at various hubs pan India.

2.9 **Detailed Scope of preventive maintenance:**

The preventive maintenance shall, inter-alia, include the following activities to be accomplished as a minimum during each PM visit by the vendor's engineer with respect to each of the following:

- A) General
- B) UPS & Power
- C) FCC +BOS systems
- D) EDC
- E) ATG system
- F) Cables, junction boxes & associated accessories
- G) Check connectivity and CHOS activities
- H) EDCs: Software maintenance/key injection

**Sample Checklist inter-alia, containing the following minimum activities to be carried out:**

### **Preventive Maintenance Report**

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

Warranty /AMC Year : \_\_\_\_\_

Warranty/AMC Quarter: \_\_\_\_\_

Name of Retail Outlet		Location	
Regional Office		Zonal Office	
Automation Vendor		Automation Phase	

**Date of last preventive Maintenance:**

**Critical observations of last Preventive Maintenance:**

**Note:**

- The date of PM/AMC schedule should be shared with the concerned Region well in advance ( at least three days ), so that they can co-ordinate with Dealer.
- There should be a gap of minimum 30 days between 2 AMCs
- Min 10% of the outlets PM/AMC should be witnessed by HPCL officers along with the Vendor.

**Equipment Checklist: -**

S. No.	Device	Quantity	Serial Number	Working (Y/N)	Serviced (Y/N)	Remarks
1	Forecourt Controller					
2	Network Switch					
3	Converter					
4	RS 485 PI Card					
5	RS 232 PI Card					
6	BOS PC CARD					
7	Any other PI Card					
8	Current Loop PI Card					
9	VSAT Modem status					
10	BOS PC CPU					
11	BOS Monitor					
12	BOS Keyboard & Mouse					
13	MIS Printer					

14	Thermal Printers					
15	ATG Console					
16	ATG Probes					
17	UPS					
18	UPS Batteries					

Note: Please note Thermal Printer/UPS are not in the scope of the tender document

#### FCC ENCLOSURE CHECKLIST

S. No	Description	Yes / No	Remarks
1	FCC Mounting and RFID tags/Pin based access integrated		
2	FCC is working properly & is online with all the devices connected to it		

#### UPS CHECKLIST: - IN RECENT PHASES UPS IS NOT AVAILABLE

S. No	Description	Yes / No	Remarks
1	UPS is communicating with HPCL provided PC		
2	Minimum 60minutes backup is provided by the UPS		
3	UPS body and input power is properly connected to earth.		

4	UPS and battery is kept at a clean and accessible place.		
5	Phase-Neutral, Phase-Earth & Neutral-Earth Voltages & frequency is within acceptable limits at I/P & O/P of UPS. Limits are as below I/p voltage: 160V-280V AC at 100% Load 100V-280V AC at 50% Load I/p frequency: 45 – 55 Hz O/p voltage: 230V AC $\pm$ 5% for load change from 10% to100% or Vice Versa O/p frequency : 50Hz $\pm$ 0.5Hz		

#### BOS CHECKLIST

Sl. No	Description	Yes / No	Remarks/Corrective Action taken
1	BOS PC( both hardware & software is working		
2	MIS Printer is working		
3	All Nozzles are visible in DU Status Screen		
4	All Tanks are visible in Tanks Status Screen		
5	All reports are available		
6	EOD & EOS is performed regularly		
7	Antivirus Updated to Latest Version		
8	Perform Disk Clean-up & defragmentation		
9	Back-up of each site to be taken & handed over to respective HPCL regional office & a copy to be kept at the outlet ( To be done without fail in each quarter)		
10	Time of all DUs matching with BOS/HOS?		
11	Whether old DUs deleted from the system (which are replaced by HPCL and new DUs installed) DU Sr. No. to be mentioned in remarks.		

#### Dispensing Unit Checklist: -

S.No	DU Make	Model	Serial Number	Mono/Dual/M PD/QPD	Communication with FCC (Yes/No)	Remarks
1						
2						

3						
4						
5						
6						
7						
8						
9						
10						

S. No	Description	Yes / No	Remarks
1	DU tank offline report is matching with CHOS		
2	Price got updated in all DU at 6.00am in the last quarter, if not the dates and reasons for non updation to be mentioned in the remarks, or attach a separate annexure while submitting PM report.		
3	All Tanks Configured in the System		
4	All DUS Configured in the System		
5	Whether all Tanks are in automation /NANO		
6	Whether all DUS are in automation /NANO		
7	<b>FOIR matching with physical variation for last 15 days.</b>		

**Thermal Printer Checklist: -**

S. No	Description	Yes / No	If NO , Corrective Action taken
1	<b>Whether all Printer Pedestals are well-fixed into the Foundation</b>		
2	All Cables are connected using proper size lugs		

3	<b>Whether all Thermal Printer Displays &amp; Keypads are working fine</b>		
4	<b>Whether Thermal Printer Paper Roll is available in all the printers</b>		
5	Whether paper roll used in all Printers is of required specification		
6	<b>Whether print quality is Good</b>		
7	<b>Whether printed bill is getting generated on the day of PM/CAMC</b>		
8	<b>Whether SMS is being generated from all the printers and going to customer on the day of PM/CAMC</b>		

S.No.	Printer Serial No.	Working (Y/N)	Serviced (Y/N)	Remarks
1				
2				
3				
4				
5				

#### SOFTWARE VERSION CHECKLIST

S. No.	Description	Existing Version	Latest Version	Whether latest version is installed (If Yes ,pl provide date of installation )
1	BOS			
2	FCC			
3	Converter			

#### ATG CHECKLIST

S. No	Description	Yes / No	Remarks

1	All ATG probes are in working condition & ATG data on BOS PC displayed correctly		
2	All Cables are connected using proper size lugs		

#### ATG READINGS Vs MANUAL DIP

TAN K NO.	PRODUCT IN TANK (MS/HSD/TUR BO/POWER)	Whether configuration done with correct Product code	Tank configured connected with correct Dispensing Units /Nozzles	ATG Fuel Dip matches with Manual Dip	ATG fuel matches manual CHART	stock with DIP	Remarks/Corrective Action
1							
2							
3							
4							
5							
6							

#### INTERLOCKS CHECKLIST

Sno	Type of Interlock	Enabled (Yes/ No)	Date of enabling Interlock	Whether Interlock is working (Yes/No)
1	TT Receipt			
2	Decantation			
3	Low Product			
4	High Water Level			
5	No ATG No Fuel			
6	No Print No Delivery			
7	Pump Testing Lock Flag			

#### GENERAL CHECK LIST

_Sl No.	Description	Yes/No	Remarks
1	All Cables Glands, Cable joints, Junction Boxes are intact as per safety norms		
2	All Conduits are properly Sealed		
3	General Upkeep, Cleaning & dusting of Equipments is up to the mark		
4	Dusting & cleaning of BOS PC Card ( If it is not cleaned periodically BOS PC Display becomes Hazy and unclear)		
5	Whether Earthing is proper for each equipment		

6	All Parameters, settings & configuration, including tanks, pumps shifts EOD is correct for the Outlet		
8	Cable Termination is done through FLP glands in Dispenser		
9	Overall workmanship and dressing of the cables in sales room is proper & tidy		
10	Visual Inspection of Earth Pit		
11	Whether any unauthorised addition or service activity has been done at the outlet including electronics, software program and any such hardware connected to the automation system .		
12	Whether DG Set is available?		
13	Whether DG set is Branded and in good working condition		
14	Any HPCL dependency is pending in the site.		
15	Whether Refresher Training given to the Dealer ( If YES ,date to be provided in the Remarks column)		
16	Whether V-SAT is installed and working in the RO ( VSAT connected pinging to be checked ) ?		
17	Whether RO is Communicating to CHOS server on the date of PM/CAMC ?		
18	Whether all Tanks and DU Data is getting transferred to HOS on the date of PM/CAMC ?		

PC's (hardware / software) working	Corrective action to be taken
Printers are working with good print quality	Corrective action to be taken
All nozzles are visible in BOS & POS	Corrective action to be taken
All tanks are visible in BOS/POS	Corrective action to be taken
Tags are correctly configured to dealer's men	Corrective action to be taken
All the reports are available in BOS / CO	Corrective action to be taken
EoD / EoS is performed regularly	Inform outlet manager & HPCL Regional Office
Back-up of each site to be taken & handed over to respective HPCL regional office & a copy to be kept at the outlet in a CD / DVD	-
All systems to be checked for latest anti-virus update	Inform the respective HPCL Regional Office vide PM report
Perform disk clean-up & defragmentation for all machines	-
Pedestal is well-fitted on the foundation	Corrective action to be taken
All cables are connected to termination box using proper size lugs	Corrective action to be taken
TP enclosure / pedestal is properly grounded	Corrective action to be taken

Thermal printer is working & printer head is clean display & keypad working fine	Printer head cleaning to be done Corrective action to be taken
- Conduit sealing required - Rodent treatment required	Corrective action to be taken

### Remarks :

## Vendor's Representative

Site In charge/Dealer Name

Name Signature

## Signature/Seal

## Mobile Number

### **3. DURATION OF AGREEMENT**

- 3.1 The agreement shall be in effect from \_\_\_\_\_ to \_\_\_\_\_.

#### **4. SERVICE HOURS / SLA**

- 4.1 Vendor is required to monitor min. 98% NANO as on average per month unless it is HPCL dependencies for maintenance of the same, which they need to submit the report and get it authenticated from HPCL. Please also refer 4.5.3(c).

Preventive maintenance will be carried out normally within the working hours 0900 hrs to 1800hrs from Monday to Saturday, excluding Public holidays notified by government authorities. Preventive maintenance will be carried out at the frequency defined in Sec 2.4 above at all the sites & all efforts should be made by the vendor to avoid PM visit during peak hours at the outlets.

- 4.2 Breakdown calls are those, which hinder / stop the normal operation of the outlet or of the automation system, or one or more components of the same, installed therein. These can also be of the nature, which can lead to permanent damage to some major parts of the equipment.

4.3 Breakdown maintenance calls will be attended as mentioned below:

**Breakdown shall be classified as critical & non-critical. List of critical equipments shall include UPS, FCC, BQS, ATG installed at each site, including all associated parts, cables & accessories, thereto.**

- 4.4 Breakdown maintenance will be carried out normally within the business hrs of 0800 hrs to 2000hrs on all days of week including Sundays but excluding national holidays – Republic Day, Independence Day & Gandhi Jayanti. However, for Gold sites, business hours shall be 24 hrs, 7 days a week.

4.5 The resolution time will be counted from time of complain logged in ROMMS or Thru Control Center whichever is earlier to its satisfactory resolution. For the purpose, the date / time stamp of the Control Center System shall be considered. In case, the calls are logged manually through Retail Outlet Maintenance Management System (ROMMS) of HPCL, the date / time stamp of ROMMS shall be considered for the purpose. However, aggregate of calls logged through both Control Center & ROMMS shall be attended by the vendor.

- 4.5.1 (a) For all calls logged, for calculation of resolution time, hours will be counted from the time of complaint logged upto 2000 Hrs of the same day, and thereafter, from 0800 Hrs of the next day till time of resolution.
- 4.5.1 (b) For calls logged after 2000 Hrs, the resolution time shall be calculated from 0800 hrs of the next day till time of resolution. However, for calculation of penalty points, only working hours shall be taken into account.
- 4.5.2 For the issues pertaining to the interface between the retail automation system & dispensing units, the resolution time shall be calculated from the time the issue is conclusively ascertained to be on the Retail Automation end after the complaint is logged.

For the purpose of ascertaining the cause of failure of communication with DU, the vendor shall utilize its resources either for providing first level of telephonic support or personal visit to the site, if required. However, no additional charges, whatsoever, shall be payable for ascertaining the cause of issues with DU communication.

#### **4.5.3 Target Time and Maximum Allowable Time have been defined for issue resolution**

During the CAMC period, vendor is responsible for rectification of any breakdown or defect observed in the entire solution and shall rectify the same from the time of call logging within following timelines (including weekends & all Holidays) without any cost to HPCL.

Sl No	Location of Retail Outlet	Allowable free time duration
1	For ROs within Municipal City limits of Regional Office Head Quarter	4 hrs.
2	For ROs beyond Municipal City limits but within 150 km of the Regional Office Head Quarter	8 hrs
3	For balance ROs	12 hrs

For ROs of States J&K, North East, Uttara hand and Himachal Pradesh

Sl No	Location of Retail Outlet	Allowable free time duration
1	For ROs within Municipal City limits of Regional Office Head Quarter	8 hrs.
2	For balance ROs	12 hrs

- a. Vendor is required to position adequate no. of technically qualified personnel with sufficient spare parts to maintain desired uptime for the entire Retail Automation System solution being provided at these ROs.
- b. In case, the vendor fails to attend and rectify the complaint within the above specified time limits, HPCL may get it attended through alternative agency at vendor's risk and cost.
- c. However, the vendor shall continue to be responsible for maintaining the entire solution even after attending of the complaint through any alternative agency by HPCL.

In case of non-adhering to 98% NANO on monthly basis a penalty of Rs 50,000(Fifty Thousand) per month shall be levied, if vendor fails to prove that maintaining Nano% level(SLA ) is beyond their scope. For this purpose, only report generation in CHOS shall be considered.

- d. Penalty during CAMC period for the delay in resolving the complaint is as follows:

i. For common FCC/BOS application: Delay in fixing the issue/bug within 7 days will attract penalty of Rs 50,000/- per week to maximum of 5% of total software cost. In case of delay beyond 30 days in development of software/API, penalty of Rs 1,00,000/- (One Lakhs) per week to maximum of 5% of total software cost.

ii. For automation equipment breakdown due to which fuel dispensing through automation is affected, Penalty @ ₹. 3000- per day per RO shall be levied, in case breakdown is not attended and complaint not closed within allowable free time till complete services restored with Automation.

iii. For other automation equipment breakdown and partial function of automation, Penalty @. 1000/- per day per RO shall be levied, in case breakdown is not attended and complaint not closed within allowable free time till complete services restored with Automation.

iv. Penalty shall be levied from the start of equipment down time complaint logging, in case equipment is not repaired as per timeline given for repair of the same.

For such downtime calculated report, exclusion of delays on account of HPCL deliverables, which shall be certified by concerned RU Engineer/Field Officer of the RO needs to be taken into account. Suitable penalty calculated as per the above will be deducted from the CAMC bills.

For the purpose of calculation of downtime, all calls logged after 20:00 hrs, down time counting shall start from 08:00 hrs of next morning

Maximum deductible amount for any RO is restricted up to the base amount of CAMC charges (excluding taxes) payable for that particular quarter for the concerned RO. Such price adjustment applicable in-line with the above shall be done by the vendor in the Tax Invoice itself and only then the invoice is to be submitted to HPCL as per payment terms.

If the deduction amount against downtime, as mentioned above, equals quarterly CAMC amount for any RO in any two consecutive quarters during CAMC period, in such cases, in addition to deduction against CAMC amount, balance amount if any will also be recovered from any outstanding amount or/and prevailing SDBG for CAMC for the call up order quantity shall be partially invoked. Encashment of SDBG will be done for the amount equal to CAMC SD amount for 5 years for the Concerned RO. This amount will be forfeited and will not be returned to the vendor.

In case of any problem in wireless communication at any RO during the entire period of CAMC, or performance of wireless communication is not at par with that of wired communication, the vendor has to provide wired connection, without any cost implication to HPCL

For calculating penalty complaint registered through CHOS / ROMMS will be considered.

Vendor shall submit system generated uptime report and submit to RO while submitted invoice against quarterly payment.

## 5. PRICES AND PAYMENT TERMS

5.1 The rates for this AMC covering both the cost of service and cost of spares shall be as per the finalized rate as in the PO No. \_\_\_\_\_

5.2 No other extra charges whatsoever will be paid, except those related to performance of works by Vendor beyond the scope of work for AMC

5.3 The AMC charges will be released by HPCL on the basis of Bills accompanied by service reports duly signed by dealer's representative. The Bills will be submitted to concerned regional office of HPCL every 3months.

All the payments shall be processed within 15 days of receipt of duly certified bills along with necessary supporting documents.

Any dispute on the AMC will be handled as per 5.6 below.

**Any payment for less than 3 months (e.g. last installment), will be on pro-rated basis. Similarly, if any sites are added/ deleted from the list, payment may be made/ deducted on pro-rata basis.**

The payment schedule shall be as follows:

Payment for each year of contract shall be split into four equal parts, each payable after every 3 months. i.e. 25% of the AMC finalized price for each year shall be released after every 3 months.

- 5.4 The cost of spare parts, related to normal wear & tear arising out of system operation is included in the AMC charges. However, in case, due to reasons other than normal wear and tear (as per clause 2.3), if spares need to be purchased by HPCL, the same will be paid as per the finalized price list. In case, the spare part can be used after repairs, the cost of repairs will be paid at 25% flat rate of the original spare part.
- 5.5 Finalized prices of spare parts shall be firm for the entire period of contract.
- 5.6 A monthly review meeting will be held with the Vendor's regional AMC co-ordinator wherein all disputes regarding the AMC implementation including payments will be discussed and resolved. During the pendency of the AMC contract, HPCL shall nominate a single point of contact from HPCL side, in each Regional Office, for interfacing with vendor AMC coordinator. In the event the AMC coordinator at the regional level does not resolve this, then the concerned HPCL Zonal Office will request Vendor for a meeting for resolving the issues.
- 5.7 The Vendor will submit the following reports every month, to concerned Regional Office:
- System generated report / call slips of all Preventive Maintenance and Break down Maintenance service reports.
  - Copies of all Preventive Maintenance and Break down Maintenance service reports.
  - Copies of History sheets shall be kept at each outlet.
  - Summary of Breakdown and Summary of Preventive maintenance.
  - An exception report indicating the items / parts that could not be repaired and the reason for not being able to repair the same on a weekly basis.
  - AMC scheduler, intimating the list of sites proposed for PM by service engineer during the upcoming month.
  - MIS system generated report showing complaints received vs. complaints attended/ resolved of all India level shall be sent to Marketing HQO of HPCL by 15th of next month.
  - Preventive Maintenance coverage plan shall be submitted to HPCL Regional office on an annual basis, and thereon a quarterly report with status on its adherence shall be submitted by the vendor.
  - Software version control document covering each site needs to be maintained by vendor and provided to HPCL on a quarterly basis along with preventive maintenance schedules. e.g. Time during which patches can be uploaded, consistent upgrades for all software versions, etc.

## **6. GENERAL TERMS & CONDITIONS**

- 6.1 HPCL dealer's will provide electricity, water and compressed air required for carrying out maintenance at the retail outlet free of cost subject to availability. The dealers will allow the Vendor's engineers to work uninterrupted at the forecourt and sales room for Preventive & Break-Down Maintenance, without hampering normal operation of outlet.
- 6.2 **Vendor service engineer is required to check if any un-authorised addition or service activity has been done and the same should be immediately brought to the notice of HPCL Regional office. This shall also cover electronics, software program and any other hardware connected to the automation system at the outlet. These checks to be done during PAMC visits.**

## **7. TERMINATION OF CONTRACT**

- 7.1 The term of this contract shall be from \_\_\_\_\_ to \_\_\_\_\_.  
"Notwithstanding anything to the contrary herein contained, the Parties shall be at liberty to terminate this agreement forthwith or at any time after the happening of any of the following events, namely;
- (a) If any Party commits breach of any terms and conditions contained in the agreement and fails to remedy such breach within 90 days of the receipt of written notice from the other Party in that regard.
  - (b) If any attachment is levied and or continued to be levied on the effects of any of the Party.
  - (c) If Receiver shall be appointed on any property or assets of any of the Party.
  - (d) If any of the Party is wound up or winding up proceedings have been initiated against the Party."

**If the performance of the successful tenderer is found to be unsatisfactory, HPCL reserves the right to cancel in part or whole of the contract and get the work executed through alternate means at the entire risk and cost of the tenderer on whom the order was first placed.**

## **8. OPERATIONAL DETAILS**

- 8.1 Vendor will employ trained service engineers / technicians preferably certified by their principal OEM for the service under this AMC.

- 8.2 Vendor shall maintain adequate spares (critical & non critical) inventory in all Regions. Only Genuine spares of OEM should be used.
- 8.3 HPCL/dealer shall log a break down call with vendor on ROMMS / the mentioned toll-free number or Service engineer's number or a complaint will be routed to vendor through HPCL's Control Room (by SMS / email). Vendor should always seek the completely filled-in call report Form from HPCL. One copy of the signed report should be retained at the vendor's office for future reference.
- The Vendor will maintain a record of the complaints received and attended.
- 8.4 At each retail outlet site, history card will be maintained in the format mutually agreed between HPCL and vendor. The same shall be duly filled by vendor service engineer for each visit.

**Clause nos. 9 & 10 have been deleted.**

## **11. CONFIDENTIALITY**

- 11.1 While executing the contract, the vendor may also be exposed to plethora of HPCL's business related & other data. However, all such information & data shall be proprietary to HPCL & shall remain HPCL's property. The vendor shall keep such information / data / part thereof strictly confidential & under no circumstances, disclose or disseminate the same without prior written approval of HPCL.

Both the parties and their employees, consultants and agents shall hold in confidence all documents and other information, whether technical or commercial supplied to it by or on behalf of the other Party and all information and documents obtained by it in the course of any inspection or otherwise in accordance with the terms of this AMC and shall not save, as required by law or appropriate regulatory authorities, publish or otherwise disclose or use the same for its own purposes otherwise than as may be required by law or appropriate regulatory authorities, publish or otherwise disclose or use the same for its own purposes otherwise than as may be required to perform its obligations under this AMC.

- 11.2 The provisions of the above shall not apply to:
- any information otherwise than by breach of this AMC;
  - information in the possession of the receiving Party thereof before divulgence as aforesaid, and which was not obtained under any obligation of confidentiality; and
  - information obtained from a third party who is free to divulge the same, and which is not obtained under any obligation of confidentiality.

## **12. GENUINE SOFTWARE**

Both the parties agree that the software that is required to be used for the purposes initiating equipment to use as envisaged under this AMC shall be genuine and registered software and not a pirated version of any nature.

## **13(a) ADDITIONAL SOFTWARE / HARDWARE INTEGRATIONS DURING WARRANTY/ AMC PERIOD:**

In case, the business requirements of HPCL demand additional software development of any sort, or integration to any other software or hardware, or provision of functionalities, which do not form part of the current solution, the AMC vendor under the contract shall liaison with the concerned OEM(s) & get the software development accomplished as per requirement at no extra cost. The vendor shall be the single point of contact for HPCL for all such matters, as per HPCL's discretion. However, HPCL shall reserve the right to get the new hardware / software developments / integrations done by a third party. In both cases, the software shall be rolled out by the vendor at no additional cost to HPCL.

In case HPCL decides to get the software development done through the vendor, such development of software should be done at no extra cost till the end of AMC period. However, additional payment for extra hardware will be considered after 3 years of SAT but will not be applicable for the extra hardware kept pending during this 3 years period.

**(b) EXISTING SOFTWARE / HARDWARE INTERFACES:**

The vendor shall provide full co-operation to third parties / other concerned vendors of HPCL for maintaining / supporting the equipment installed by them & already interfaced to Retail Automation System, e.g. Dispensing Units etc.

**(c) ADDITION OF TANKS& DU's DURING WARRANTY & POST WARRANTY AMC TENURE:**

In case business requirement of HPCL demands addition of dispensing units and/or tanks in different outlets, the AMC vendor shall be the single point of contact for the same as per HPCL's discretion. However, HPCL shall reserve the right to get the new hardware / software developments / integrations done by a third party.

Vendor shall integrate and make online all types of DUs with different / models / protocol versions / firmware versions during project as well as during warranty and post warranty period at no extra cost to HPCL. For new DUs and tanks during warranty and post warranty cost of cable laying will be paid extra or the job of cable laying will be arranged thru HPCL contractor.

Similarly, for additional tanks, only the cost of ATG probes shall be payable, & no roll-out charges / manpower charges / miscellaneous charges shall be payable in addition to the AMC cost & same shall be deemed to be included in the comprehensive AMC cost. HPCL is free to purchase ATG probes from other vendors for any site . Vendor shall install and integrate such probes without any extra charges to HPCL.

**(d) INTEGRATION OF AUTO LPG/CNG TO RETAIL AUTOMATION SYSTEM:**

Depending on its business requirements, HPCL may also integrate Auto LPG/CNG tanks (with auto tank gauging probes) & Auto LPG/CNG dispensing units to the existing retail Automation System at selected outlets in future. As & when such requirements emerge, the vendor shall liaison with the concerned OEM(s) & get the software development accomplished. The vendor shall be the single point of contact for HPCL for all such matters, as per HPCL's discretion. However, HPCL shall reserve the right to get the new hardware / software developments / integrations done by a third party. In both cases, the software shall be rolled out by the vendor at no additional cost to HPCL.

In case HPCL decides to get the software development done through the vendor, such development of software should be done at no extra cost till the end of AMC period.

**14. MATERIALS / EQUIPMENT**

If tenderer brings defective/substandard materials to site, it shall be the responsibility of the tenderer for the removal and disposal of the same at his cost. HPCL shall not entertain any claim from the tenderer in this account in case the tenderer fails to remove such materials within 15 days after issuing notice in writing to the tenderer. HPCL reserves the right to dispose such materials at the entire risk and cost of the tenderer.

It shall be tenderer's responsibility for procurement of all materials/ equipment / spares etc. and no delay due to non- availability of any materials / equipment / spare parts will be entertained by HPCL.

The tenderer shall carry out works as per directions in the order / contract. The tenderer shall not undertake on his own any change in the specifications mentioned in the tender documents and purchase order. In case of doubt, the tenderer will refer the matter in writing and the tenderer shall carry out the item of work as per clarifications given. In case of delay in getting such clarifications, the tenderer will not be entitled for any claim on any account of

idling of their labor, machinery etc. In case the tenderer carries out the work as per his own specifications not acceptable to the HPCL in such cases, the same will be required to be re-done as per the specifications given by the HPCL at the tenderer's risk and cost. In case of failure to re-do the work by the tenderer, HPCL reserves the right to get it done through any other agency entirely at the risk and cost of the tenderer.

#### **15(a) SPARE PARTS:**

Tenderer shall guarantee HPCL in writing regarding the supply of spares during the period of contract.

Tenderer shall be solely responsible for coordination and follow up with foreign suppliers and other agencies to ensure adherence to SLA's as mentioned in the contract.

#### **(b) SPARE PART PRICE LIST:**

The bidders shall submit a list of spare parts with the price for each component, along with the price bid. Same shall not be used for price-bid evaluation. The finalized spare prices shall be referred to only for the instances when the spare parts are payable by HPCL. Such instances shall be limited to the ones specified in clause 2.3 above.

Payment of spare parts shall be made in accordance with the finalized spare part price list only. Any spare part, if not included by the vendor in the list submitted, shall not be payable at all. Payment of cables shall be made as per actual running meters, as inspected & certified by the concerned HPCL officer in the Regional Office.

### **16. WORKING IN OPERATING RETAIL OUTLET**

When the job is required to be performed in the working Retail Outlets, the progress of work is likely to be interrupted on account of the operations of the site. The work may at certain times have to be stopped on the instructions of our Regional Office. Under such circumstances, the tenderer should co-operate with HPCL to avoid hindrance to the operations of the site. The working hours will be adjusted as per the HPCL's representative, from time to time.

The stoppage of work due to any reasons mentioned above shall not entitle the tenderer for any claim of compensation whatsoever for idling of labor/ machinery etc. during such interruptions.

Steps to be ensured, for safe working at retail outlets:

- **No hot work shall be carried out inside the retail outlet premises.**
- No sooner the cables are laid and terminated, the duct ends should be properly sealed to prevent any vapour from entering into the conduits. Proper rodent protection measures need to be taken by the vendor.
- While installation of probes a 2 or 3 inch opening (as applicable) is used for inserting the probe. It should be ensured by vendor that no opening in any of the risers or the tank manhole is left open at any point of time.
- For fixing of Attendant tag reader the automation vendor shall be allowed to make holes on the panel of the pump by using hand drills only. However, the panel shall be removed and taken to a safe place for drilling operation (hand drilling only). Adequate safety precaution shall be taken while carrying out this operation.

### **17. MANPOWER**

The vendor shall be responsible for providing service / support network with adequately qualified & skilled manpower for supporting & maintaining retail automation system at petroleum retail outlets. The vendor shall deploy at least one qualified service engineer for every 24 outlets. However, the vendor shall be solely responsible for manpower management so as to meet the contractually agreed SLA's.

### **18. COMPLIANCE OF LOCAL LAWS**

Both the parties agree to comply with the appropriate and relevant local laws (wherever applicable) concerning the purposes and activities envisaged under this AMC.

## **19. WAIVER**

The failure of either Party to insist in any one or more instances upon the performance of any term or conditions of this AMC, or to exercise any right afforded to such Party herein, shall not be construed as a waiver or relinquishment of the future performance of any such term or conditions by the other Party or the future exercise of such right, and the respective obligations of the parties as to their future performances shall continue in full force and effect.

## **20. NOTICE**

Any notice or other communication required or permitted under this AMC shall be in writing and shall be given by registered post, hand delivery, courier service, or e-mail addressed to the relevant Party at the address set forth below or such other address as may be designated from time to time.

In case of the Vendor to:

\_\_\_\_\_ [insert the designation of person from services who should receive the notice]

[Complete postal address with PIN Code]

In case of HPCL to:

General Manager – Retail Automation  
Hindustan Petroleum Corporation Ltd.  
Hindustan Bhavan, 8, Shoorji Vallabhdas Marg  
Ballard Estate, Mumbai – 400001, Ph: 022-22637444

## **21. LIMITATION**

Neither party will be liable to the other for any indirect, incidental, consequential, special or punitive damages. Vendor will not be cumulatively liable to HPCL for any amount greater than the contract value.

For and on behalf of

For and on behalf of  
Hindustan Petroleum Corporation Limited

Signed by

Signed by

Designation  
Date

Designation  
Date

In the presence of:

- 1.
- 2.

### **List of Attachments:**

- 1) Minimum Technical Specifications of automation Components
- 2) GTC
- 3) Integrity Pact
- 4) Price schedule – Finalized Comprehensive AMC price & Spare Parts price list

## ANNEXURE -2

### FORMAT FOR MINIMUM DETAILS EXPECTED IN RESUMES OF RESOURCES

1. Name of the Resource : \_\_\_\_\_
2. Age : \_\_\_\_\_
3. Qualification : \_\_\_\_\_
4. Name and address of the present employer : \_\_\_\_\_
5. Names of the Organizations worked with : \_\_\_\_\_
6. Functional Expertise : \_\_\_\_\_
7. Experience on Retail Outlet / Petrol station Automation (Provide Organization wise details with packages implemented, modules implemented within those package and the roles played with specific reference to oil & gas / petroleum industry)

Signature of the authorised person \_\_\_\_\_

Name of the authorised person \_\_\_\_\_

Name of the Company \_\_\_\_\_

Address of the Company \_\_\_\_\_

Seal of the Company \_\_\_\_\_

Date \_\_\_\_\_

**ANNEXURE-3**  
**LIST OF HPCL REGIONAL OFFICE LOCATIONS**

<b>East Zone</b>	<b>South Central Zone</b>
BHUBANESHWAR	BANGALORE
DURGAPUR	BELGAUM
GAUHATI	KADAPA
KOLKATA	MANGALORE
RAIPUR	SECUNDARABAD
RANCHI	VIJAYAWADA
SAMBALPUR	VISAKH
<b>North Central Zone</b>	<b>WARANGAL</b>
BEGUSARAI	NELLORE
DEHRADUN	<b>South Zone</b>
LUCKNOW	CHENNAI
AGRA	COCHIN
MEERUT	COIMBATORE
VARANASI	KOZHIKODE
PATNA	MADURAI
KANPUR	TRICHY
<b>North West Zone</b>	<b>West Zone</b>
AHMEDABAD	AURANGABAD
BARODA	BHOPAL
JAIPUR	INDORE
JODHPUR	JABALPUR
RAJKOT	MUMBAI
UDAIPUR	NAGPUR
KOTA	PUNE
<b>North Zone</b>	VASCO
BHATINDA	VASHI
CHANDIGARH	SHOLAPUR
DELHI	NASIK
GURGAON	
JALANDHAR	
JAMMU	
PANIPAT	
SIMLA	
HISSAR	

#### ANNEXURE-4 :SPARE PART PRICE LIST

The bidders shall submit the complete list of spare parts with prices for each of the following categories of components in the format as mentioned below, along with the un-priced bid:

S.No	Item Category	Spare part Name	% of the total basic cost of item quoted	GST rate in %age	% Delivered Unit Rate
1	FCC BOS				
a	BOS CARD				
b	FCC CARD				
c	12V SMPS				
d	5V SMPS				
e	INTERFACE CARD				
f	MONITOR				
g	KB/MOUSE				
h	BARRIER CARD				
i	SLAVE				
j	ENCLOSURE				
k	GPRS Modem				
l	RF LOCK [TAG READER PCB]				
m	any other part(please mention name)				
2	ATG				
a	Probe				
3	Cables (Per meter)				
a	CABLE 4 CORE				
b	CABLE 3 CORE				
c	FLAME PROOF GLAND				
d	FLAME PROOF JUNCTION BOX				
4	SPD				
5	Router+Adaptor				
6	DDD flow meter(15 % of PO Quantity)				
7	Pylon Price Display				
8	CNG DU				
9	ALPG DU				
10	LNG DU				
11	Key Management				

- o Above rates to be quoted by the bidders along with un-priced / technical bid & shall be applicable only for cases that fall under exclusion clause of CAMC.
- o However, same shall not be considered for Price-bid evaluation.

- Price for each item category should be quoted.
- Under each item category, mention applicable sub-components/ items which may need replacement. Please add additional lines under each category as required.
- Spare part prices not declared along with the tender shall not be payable extra throughout the course of contract.
- The sum of finalized spare prices of all the spare parts for each sub-component / under each Item category should not exceed 20% of the tender finalized rate of the component (under Item category). E.g. sum of the finalized spare part prices for FCC like RS 232, RS 482, converters, mother board, power cord etc should not exceed 20% of the tender finalized FCC rate, i.e if FCC is Rs X the sum of spares shall not exceed 0.2 X. Vendor to quote for all the parts of the equipment like FCC, printer etc.
- If entire unit like combo FCC, ATG probe, Printer is required during AMC period, vendor shall supply at PO rate.
- The spare prices are subject to rationalization / negotiation prior to placement of order.
- HPCL will be free to purchase spares from other vendors . However CAMC vendor need to install and integrate these spares with the Retail Automation System with out any extra cost to HPCL other than AMC amount as per the tender.


**GENERAL DOCUMENTS**

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	GENERAL TERMS AND CONDITIONS	1. GTC_Works_29.07.2021.pdf	-	No
2	HPCL CONCILIATION RULES	HPCL_Conciliation2019_28.09.2021.pdf	-	No
3	NOTE TO BIDDERS ON GST	2. NOTE TO BIDDERS ON GST.pdf	-	No
4	CPBG FORMAT	3. CPBG.pdf	-	No
5	VENDOR DETAILS AND GST DECLARATION	4.VENDOR DETAILS AND GST DECLARATION.pdf	-	No
6	E PAYMENT MANDATE	5. E PAYMENT MANDATE.pdf	-	No
7	DECLARATIONS TO UPLOAD	6. DECLARATIONS BLACKLISTING AND RELATIVES.pdf	-	No
8	BID SECURITY DECLARATION	7. BID SECURITY DECLARATION_1.pdf	-	No
9	BORDER CLAUSE DECLARATION	8. Declaration by Bidder - Border Clause.pdf	-	No
10	INTEGRITY PACT	INTEGRITY PACT - Revised.pdf	-	No
11	TIPS FOR BID SUBMISSION	TipsBidsubmission.PDF	-	No

## ANNEXURE – 7a

### (SPECIMEN)

#### 7a. GENERAL TERMS & CONDITIONS OF WORKS CONTRACT

##### 1 PRELIMINARY

- 1.1 This is a Contract for execution of job as defined in tender document at the specified location
- 1.2 The tenderer for the abovementioned item of work is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned (digitally) is authorized to submit the bid on behalf of tenderer.
- 1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the work mentioned under item 1.1 above.
- 1.4 It is the clear understanding between Hindustan Petroleum Corporation Limited and the tenderer that in case the bid of tenderer is accepted by Hindustan Petroleum Corporation Limited and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.
- 1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. 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.
- 1.6 Special conditions of Contract : The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/ Engineer-in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable.

It is the clear understanding that wherever it is mentioned that the Contractor shall do/perform a 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.

- ® 1.7 The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence (Refer Annexure 22 – Govt. Guideline Sr. No. 12)

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

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

## 2. DEFINITIONS

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 The term "Agreement" wherever appearing in this document shall be read as "Contract".
- 2.2 The "Authority" for the purpose of this Contract shall be the **Chairman and Managing Director** or any other person so appointed or authorised.
- 2.3 The "**Chairman and Managing Director**" shall mean the Chairman and Managing Director of HINDUSTAN PETROLEUM CORPORATION LIMITED or any person so appointed, nominated or designated and holding the office of Chairman & Managing Director.
- 2.4 The "**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.
- 2.5 The "**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.
- 2.6 The "**Contract**" between the Owner and the Contractor shall mean and include all documents like enquiry, tender submitted by the contractor and the procurement order issued by the owner and other documents connected with the issue of the procurement 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 and the period of contract mentioned in the Contract including 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.
- 2.7 "**The 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.

- 2.8 The "**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.
- 2.9 The "**Engineer-in-Charge or Site-in-Charge**" shall mean the person 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.
- 2.10 "The Owner" means the **HINDUSTAN PETROLEUM CORPORATION LIMITED** incorporated in India having its Registered office at **PETROLEUM HOUSE, 17, JAMSHELDJI TATA ROAD, BOMBAY - 400020** and Marketing office at the address mentioned for this purpose in the tender header or their successors or assignees.
- 2.11 The "**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.
- 2.12 The "**Project Manager**" shall mean the Project Manager of **HINDUSTAN PETROLEUM CORPORATION LIMITED**, or any person so appointed, nominated or designated.
- 2.13 The "**Site**" means the land on which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.
- 2.14 The "**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.
- 2.15 The "**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 their legal heirs, representatives, successors and permitted assignees of such person, firm or Company.
- 2.16 The "**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.
- 2.17 The "**Tender**" means the document submitted by a person or authority for carrying out the work and the **Tenderer** means a person or authority who submits the tender offering to carry out the work as per the terms and conditions.
- 2.18 The "**Work**" shall mean the works to be executed in accordance with the Contract or part thereof as the case may be 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. SUBMISSION OF TENDER

- 3.1 Before submitting the Tender, the Tenderer shall at their own cost and expenses visit the site, examine and satisfy as to the nature of the existing roads, means of communications, the character of the soil, state of land and of the excavations, 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 Owners and shall also satisfy of the availability of suitable water for construction of civil works and for drinking purpose and power required for fabrication work etc. Tenderer, whose tender 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 what so ever manner for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitrable.

**A pre-bid meeting may be held as per the schedule mentioned in the tender.**

- 3.2 The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of his 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 his obligations under the contract.
- 3.3 It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no work will 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.
- 3.4 Before filling the Tender the Contractor will check and satisfy all drawings and materials to be procured and the schedule of quantities by obtaining clarification from the Owner on all the items as may be desired by the Tenderer. No claim for any alleged loss or compensation will be entertained on this account, after submission of Tender by the Tenderer/Contractor and such a claim shall not be arbitrable.
- 3.5 Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in prices of materials or cost of labour or due to any other reasons. Claims on account of escalation shall not be arbitrable.
- 3.6 The quantities indicated in the Tender are approximate. The approved schedule of rates of the contract will be applicable for variations upto plus or minus 25% of the contract value. No revision of schedule of rates will 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 etc. mentioned and accepted in the joint measurement sheets shall alone be final and binding on the parties.
- 3.7 Owner reserve their right to award the contract to any tenderer and their decision in this regard shall be final. They also reserve their right to reject any or all tenders received. No disputes could be raised by any tenderer(s) whose tender has been rejected.
- 3.8 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, Administration charges, price escalations, profits, etc. except to the extent of the cost of material(s), if any, agreed to be supplied by Owner and mentioned specifically in that regard in condition 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 practice and recognised principles in that regard.

- 3.9 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 the tender. All such persons should ensure compliance to the respective/applicable conditions, rules etc. Any person not complying with those rules etc. but submitting the tender in violation of such rules, after being so noticed 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.
- 3.10 **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 tender conditions, from the date of opening of the tender. The Tenderer shall not be entitled during the said validity period, to revoke or cancel the tender without the consent in writing from the Owner.**

In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender.

- 3.11 **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).**
- 3.12 The works shall be carried out strictly as per approved specifications. Deviations, if any, shall have to be authorised by the Engineer-in-Charge/Site-in-Charge 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 Engineer- in-Charge shall be final in this matter.
- 3.13 The contractor shall make all arrangements at his own cost to transport the required materials outside and inside the working places and leaving the premises in a neat and tidy condition after completion of the job 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.
- 3.14 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-in-charge.
- 3.15 The Contractor shall be bound to follow and ensure compliance to all the safety and security regulations and other statutory rules applicable to the area. 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.

- 3.16 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 by 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.
- 3.17 Contractor shall not be entitled to sublet, sub contract or assign, the work under this Contract without the prior consent of the Owner obtained in writing.
- 3.18 All signatures in 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.
- 3.19 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 and in such a way that insertion is not possible. The total tendered amount should also be indicated both in figures and words with the signature of tenderer.

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 :

- 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.
- 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.
- When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.

- 3.20 All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No erasures or over writings are permissible.
- 3.21 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.
- 3.22 The Tender submitted by a tenderer if found to be incomplete in any or all manner is liable to be rejected. The decision of the Owner in this regard is final and binding.

#### 4. DEPOSITS

##### a) EARNEST MONEY DEPOSIT (EMD)

- The tenderer will be required to pay a sum as specified in the covering letter, as earnest money deposit along with the tender either thru a crossed demand draft or a non-revocable Bank Guarantee in favour of Hindustan Petroleum Corporation Limited, from a bank from the list of banks whose bank guarantees are acceptable to the Corporation (list enclosed) payable at Mumbai in favour of Hindustan Petroleum Corporation Limited, Mumbai in the proforma enclosed.

##### ② REVISION : PROC-045

or through e-payment. The earnest money deposit will be refunded after finalisation of the contract.

- ⑧ **Note:** Public sector enterprises and small-scale units registered with National Small Industries **Corporation** are exempted from payment of Earnest Money Deposit. Small scale units registered with National Small Industries **Corporation** should enclose a photocopy of their registration certificate with their quotation to make their quotation eligible for consideration. The Registration Certificate should remain valid during the period of the contract that may be entered into with such successful bidder. Such tenderers should ensure validity of the Registration Certificate for the purpose. (**Refer Gazette notification of the Government of India , the Ministry of Micro, Small and Medium Enterprises number S.O.2119 (E ), dated 26<sup>th</sup> June, 2020 on criteria for classifying the enterprises as micro, small and medium enterprises & Udyam registration for revised guideline.**)

b) **SECURITY DEPOSIT:**

The tenderer, with whom the contract is decided to be entered into and intimation is so given will have to make a security deposit of one percent (1%) of the total contract value in the form of account payee crossed demand draft drawn in favour of the Owner, 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.

1% of PO/Contract value as Security deposit will be acceptable in the form of Demand draft or through e-payment upto ₹ 50,000/- and in the form of Demand draft / Bank guarantee or through e-payment beyond ₹ 50,000/-.

Composite Performance Bank Guarantee (CPBG) valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks, other than co-operative bank.

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

- All items (other than CVR items) : 10% of PO value
- For CVR items: ₹ 10.0 lakhs or 5% of the order value whichever is lower. Composite PBG of above value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money of 10% from each bill); Such composite PBG shall be valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).

## 5. EXECUTION OF WORK

All the 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 workman-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.

The completion of work may entail working in monsoon also. The contractor must maintain the necessary work force as may be required during monsoon and plan to execute the job in such a way the entire project is completed within the contracted time schedule. No extra charges shall be payable for such work during monsoon. 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.

For working on Sundays/Holidays, the contractor shall obtain the necessary permission from Engineer Incharge/Site Incharge 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 contractors quoted rate is inclusive of all such extended hours of working and no extra amount shall be payable by the owner on this account.

⑨ **REVISION: PROC-041/01.07.2020**

**5.a. SETTING OUT OF WORKS AND SITE INSTRUCTIONS**

- 5.a.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 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.a.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.a.3. Before beginning the works, the Contractor shall, at his 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 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 his 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.a.4. Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor.
- 5.a.5. On completion of works, the contractor shall submit the geodetic documents according to which the work was carried out.
- 5.a.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.a.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.a.8. If the Contractor after receipt of written instruction from the Engineer-in-Charge/Site-in-Charge requiring compliance within seven 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.a.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 his own cost.
- 5.a.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. 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.a.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.a.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.a.13. "Contractor will be entirely and exclusively responsible to provide and maintain at his expenses all lights, guards, fencing, etc. when and where even necessary or/as required by the Engineer-in-Charge/Site-in-Charge for the protection of works or safety and convenience to all the members employed at the site or general public."

#### **5.b. COMMENCEMENT OF WORK**

The contractor shall after paying the requisite security deposit, commence work within 15 days from the date of receipt of the intimation of intent from the Owner informing that the contract is being awarded. The date of intimation shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Penalty, if any, for the delay in execution shall be calculated accordingly.

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

A Letter of Intent 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 mailing 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 will be recovered by the Owner by forfeiting earnest money deposit/bid bond.

#### **5.c. SUBLetting OF WORK**

- 5.c.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.c.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.c.3 The contract agreement will 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 will submit the proposals in this regard to the Engineer-in-charge/Designated officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-charge/Designated officer-in-charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.
- 5.c.4. Notwithstanding any sub-letting with such approval as resaid 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 sub-contracting had not taken place and as if such work had been done directly by the Contractor.
- 5.c.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.d EXTENSION OF TIME**

- 1) If the Contractor anticipates that he will 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 well before the expiry of the Contractual Delivery/ Completion Date (CDD).
- 2) If such a request for extension is received with a Bank Guarantee for the full Price Reduction amount calculated on the Total Contract Value, the concerned CGM of the Owner shall grant a Provisional extension of time, pending a decision on the request.
- 3) The concerned CGM of the Owner shall expeditiously decide upon the request for time extension and decide the levy of price reduction within a maximum period of 6 months from the CDD or date of receipt of the request, whichever is earlier.
- 4) Grant of any extension of time shall be by means of issuance of a Change Order.
- 5) In order to avoid any cash crunch to the Contractor, a Bank Guarantee could be accepted against Price Reduction, as stated above. Once a decision is taken, the Price Reduction shall be recovered from any pending bills or by encashment of the BG. Any balance sum of Contractor or the BG (if Price Reduction is fully recovered from the bills) shall be promptly refunded/returned to the Contractor.

**5.e. SUSPENSION OF WORKS**

- 5.e.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 suspended until he 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.
- 5.e.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. The Contractor shall not be at liberty to remove from the site of the works any plant or materials belonging to him and the Employer shall have lien upon all such plant and materials.
- 5.e.3. The contractor shall, in case of suspension have the right to raise a dispute and have the same arbitrated 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.f. OWNER MAY DO PART OF WORK**

Not notwithstanding anything contained elsewhere in this contract, the owner upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, may instead of Contract and undertaking charge of entire work, place additional labour force, tools, equipment and materials on such parts of the work, as the Owner may decide or engage another Contractor to carryout the balance of work. In such cases, the Owner shall have the right to deduct from the amounts payable to the Contractor the difference in cost of such work and materials with ten percent overhead added to cover all departmental charges. 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 24% p.a. on such amounts till the date of payment.

**5.g. INSPECTION OF WORKS**

- 5.g.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 carryout 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-in-Charge/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 himself. 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.g.2. No material shall be removed and despatched 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.h. SAMPLES**

- 5.h.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.h.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.i. TESTS FOR QUALITY OF WORK**

- 5.i.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.i.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 contractors cost and expenses.
- 5.i.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 his 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.j. ALTERATIONS AND ADDITIONS TO SPECIFICATIONS, DESIGNS AND WORKS**

- 5.j.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 carryout such altered/extra/new items of work in accordance with instructions which may be given to him 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 carryon 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 job. The rates for such additional altered or substituted work under this Clause shall, be worked out in accordance with the following provisions:

- 5.j.2. 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 carryout the additional, altered or substituted work at the same rates as are specified in the contract.
- 5.j.3. 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. In the 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.j.4. 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 he 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.j.5. 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 Engineer-in-Charge/ Site-in-Charge.

#### **5.k. 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 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.i. 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.m. USE OF MATERIALS AND RETURN OF SURPLUS MATERIALS**

5.m.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 either by issue from Government 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.m.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.m.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.m.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.n. DEFECT LIABILITY PERIOD**

The contractor shall guarantee the work executed for a period of 12 months from the date of completion of the job. Any damage or defect that may arise or lie undiscovered at the time of completion of the job shall be rectified or replaced by the contractor at his own cost. The decision of the Engineer In-charge/Site-Incharge/Owner shall be the final in deciding whether the defect has to be rectified or replaced.

Equipment or spare parts replaced under warranty/guarantees shall have further warranty for a mutually agreed period from the date of acceptance.

The owner shall intimate the defects noticed in writing by a Registered A.D. letter 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 will get the defects rectified by themselves 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 job) or lie undiscovered at the time of completion of 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.

- ® **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. (Refer Annexure 22 – Govt. Guideline Sr. No. 14)**

#### **5.o. DAMAGE TO PROPERTY**

- 5.o.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, his employees, agents, representatives or sub-contractors.
- 5.o.2. The Contractors shall indemnify and keep the Owner harmless of all claims for damage to Owner's property arising under or by reason of this contract.

- ® **5.p. LIMITATION OF LIABILITY**

**Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production. (Refer Annexure 22 – Govt. Guideline Sr. No. 13)**

### **6. DUTIES AND RESPONSIBILITIES OF CONTRACTOR**

#### **6.a. EMPLOYMENT LIABILITY TOWARDS WORKERS EMPLOYED BY THE CONTRACTOR**

- 6.a.1 The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the contractor shall be on Contractor's payroll and paid by Contractor. All disputes or differences between the Contractor and his/their employees shall be settled by Contractor.
- 6.a.2. Owner has absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify Owner against any loss or damage or liability arising out of or in the course of his/their employing persons or relation with his/their employees. The Contractor shall make regular and full payment of wages and on any complaint by any employee of the Contractor or his sub contractor regarding non-payment of wages, salaries or other dues, Owner reserves the right to make payments directly to such employees or sub-contractor of the Contractor and recover the amount in full from the bills of the

- ® **REVISION: PROC-021/01.07.2017**

Contractor and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area of work site with regard to payment of wages to his employees and also to employees of his sub contractor.

- 6.a.3. The Contractor shall advise in writing or in such appropriate way to all of his employees and employees of sub-contractors and any other person engaged by him that their appointment/employment is not by the Owner but by the Contractor and that their present appointment is only in connection with the construction contract with Owner and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with the Owner either temporarily or/and permanent basis.

#### **6.b. NOTICE TO LOCAL BODIES**

The contractor shall comply with and give all notices required under any Government authority, instruction, rule 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.c. FIRST AID AND INDUSTRIAL INJURIES**

- 6.c.1 Contractor shall maintain first aid facility for his employees and those of his sub-contractors.
- 6.c.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.c.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.d. SAFETY CODE**

- 6.d.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.d.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 (defined as meaning all temporary works of every kind required in or for the execution, completion or maintenance of the 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 his (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.d.3. In respect of all labour, directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per relevant Safety Codes of C.P.W.D Bureau of Indian Standards, the Electricity Act/I.E. Rules. The Mines Act and such other Acts as applicable.
- 6.d.4. 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.d.5. The Contractor will be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates of Wages and observe hours of work/conditions of employment according to the rules in force from time to time.
- 6.d.6. The Contractor will be fully responsible for complying with the provision 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.d.7. Owner shall on a report having been made by an inspecting Office as defined in the Contract Labour Regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker(s) by reasons of non-fulfillment of conditions of contract for the benefit of workers no-payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non observance of the said contractor's labour Regulation.

#### **6.e. INSURANCE AND LABOUR**

Contractor shall at his own expense obtain and maintain an insurance policy with a Nationalised Insurance Company to the satisfaction of the Owner as provided hereunder.

##### **6.e.1. EMPLOYEES STATE INSURANCE ACT**

- i. The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the Contractor further agrees to defend indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or local authority by reason of any asserted violation by Contractor, or sub-contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.
- ii. The Contractor agrees to file with the Employees State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the Contractor's or sub-contractor's employee whose aggregate emuneration is within the specified limit and who are employed in the work provided or those covered by ESI Act under any amendment to the Act from time to time.

The Contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's contribution cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub contractor to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act.

- ii. The Contractor agrees to maintain all records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub contractor to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the Contractor's or sub-contractor's account.
- iv. The Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

#### **v. WORKMAN'S COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE**

Provide Insurance for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall ensure that the sub contractor provides workmen's compensation and Employer's Liability Insurance for the latter's employees who are not covered under the Contractor's insurance.

#### **vi. 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, should such damage or loss result from unauthorised use of the vehicle. The provisions of the Motor Vehicle Act would apply.

#### **vii. FIRE INSURANCE**

Contractor shall within two weeks after award of contract insure the Works, Plant and Equipment 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 Employer/Consultant in the joint names of the Employer and the Contractor (name of the former being placed first in the Policy). Such Policy shall cover the property of the Employer only.

#### **6.e.2. ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATION OR BY**

- 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 he 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 his 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 his 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.
- ® v. **Contractor shall at his own expense cover all the workmen engaged under him under “Pradhan Mantri Surksha Bima Yojana (PMSBY)” and submit proof of the same to HPCL.**

#### 6.e.3. LABOUR AND LABOUR LAWS

- i. The contractor shall at his own cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of the Owner.
- ii. All payments shall be made by the contractor to the labour employed by him in accordance with the various rules and regulations stated above. The contractor shall keep the Owner indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries to or death of a person employed by the contractor or damages or alleged damages to the property.
- iii. No labour below the age of eighteen years shall be employed on the work. The Contractor shall not pay less than what is provided under the provisions of the contract labour (Regulations and Abolition) Act, 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act appropriate to the number of workman to be employed by him or through sub contractor and get himself registered under the Act. He shall produce the required Certificates to the Owner before commencement of the work. The Owner recognises only the Contractor and not his sub contractor under the provisions of the Act. The Contractor will have to submit daily a list of his workforce. He will also keep the wage register at the work site or/and produce the same to the Owner, whenever desired. A deposit may be taken by the Owner from the Contractor to be refunded only after the Owner is satisfied that all workmen employed by the Contractor have been fully paid for the period of work in Owner's premises at rates equal to or better than wages provided for under the Minimum Wages Act. The contractor shall be responsible and liable for any complaints that may arise in this regard and the consequences thereto.

® REVISION : PROC-009/07.03.2016

- iv. The Contractor will comply with the provisions of the Employee's Provident Fund Act and the Family Pension Act as may be applicable and as amended from time to time.
- v. The Contractor will comply with the provisions of the payment of Gratuity Act, 1972, as may be applicable and as amended from time to time.

**vi. 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 he fails to do so, his 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.

**vii. MODEL RULES FOR LABOUR WELFARE**

The Contractor shall at his own expenses comply with or cause to 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.f. DOCUMENTS CONCERNING WORKS**

- 6.f.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 of the contract.
- 6.f.2. The Contractor shall keep and maintain secrecy of the documents, drawings etc. issued to him 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.f.3. Contractor will 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 within 15 days from the date of receipt of the bill..
- 7.2. Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed measurements sheet(s) to the Engineer-in-Charge/ Site-in-Charge of the Owner in quadruplicate for certification.
- 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.
- 7.3. 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.
- 7.4. 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.
- 7.5. 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.
- 7.6. **Wherever possible, payment 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. Owner reserves the right to make payment in any alternate mode also.**

### 7.a. MEASUREMENT OF WORKS

- 7.a.1. All measurements shall be in metric system. All the works will 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.a.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 will be taken by the Engineer-in-Charge/Site-in-Charge or his representative and the same would be deemed to be correct and binding on the Contractor.
- 7.a.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.b. BILLING OF WORKS EXECUTED**

The Contractor will submit a bill in approved proforma in quadruplicate 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.c. RETENTION MONEY**

10% of the total value of the Running Account and Final Bill will be deducted and retained by the Owner as retention money on account of any damage/defect liability that may arise for the period covered under the defect liability period clause of the Contract free of 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 equipment or materials supplied by contractor or in workmanship 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. The decision of the Owner in this behalf shall not be liable to be questioned but shall be final and binding on the Contractor.

Thus, deduction towards retention money is applicable only in case of job/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 job) or lie undiscovered at the time of issue of completion certificate.

#### **7.d. STATUTORY LEVIES**

7.d.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.

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 HPCL's account, so long as :

- 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
- The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Cenvat /Input Tax credit, wherever applicable.

All contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by Central or State Governmental authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local laws, and regulations and requirements of any Central, State or Local Government agency or authority.

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.d.2. 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.**

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 HPCL 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, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)

**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.**

- 7.d.3. 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.d.4 The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.
- 7.d.5 The contractors 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/specify territory in which the Contractors' 'tax residency status' is currently in force.
- 7.d.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.e. MATERIALS TO BE SUPPLIED BY CONTRACTOR**

- 7.e.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 viz. steel and cement which may be 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 their own cost and expenses.
- 7.e.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 borne on DGS&D list.
- 7.e.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.e.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 his own cost.

#### **7.f. MATERIALS TO BE SUPPLIED BY THE OWNER**

- 7.f.1. Steel and Cement maybe 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.f.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 job.

- 7.f.3. The contractor will be fully accountable for the steel and cement received from the Owner and contractor will give acknowledgement/receipt for quantity of steel and cement received by him each time he uplifts cement from Owner's custody.
- 7.f.4. For all computation purposes, the theoretical cement consumption shall be considered as per CPWD standards.
- 7.f.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.f.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.f.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.f.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.f.9. The Contractor will be fully responsible for safe custody of cement once it is received by him and during transport. Owner will not entertain any claims of the contractor for theft, loss or damage to cement while in their custody.
- 7.f.10. The contractor shall not remove from the site any cement bags at any time.
- 7.f.11. The Contractor shall advise Engineer-in-charge/Site-in-charge in writing atleast 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.f.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.f.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 his 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. In every case in which by virtue of the provisions of Workmen's Compensation Act, 1923, or other Acts, the Owner is obliged to pay Compensation to a Workman employed by the Contractor in execution of the works, the Owner will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of Owner under the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under Section 12 sub section (1) of the said Act, except on the written request of the Contractor and upon his giving to the Owner full security for all costs for which the owner might become liable in consequence of contesting such claim.

#### **8.a. 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 his 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 re-execute 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 or shall be arbitrable.

#### **8.b. INSPECTION AND AUDIT OF CONTRACT AND WORKS**

This 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. 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 contractors running bills/final bill/from ordered/suggested Security Deposit/retention money. The Contractor shall not rise any dispute on any such account and the same shall not be arbitrable.

#### **9. 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 his 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 his 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 his 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.

#### 10. Price reduction

- i) In case of any delay in completion of the work beyond the CDD, the Owner shall be entitled to be paid Price Reduction by the Contractor. The price reduction shall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the delay subject to a maximum of 5% of the total contract value. The price reduction shall be recovered by the Owner out of the amounts payable to the Contractor or from any Bank Guarantees or Deposits furnished by the Contractor or the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract.
- ii) The Contractor shall be entitled to give an acceptable unconditional Bank Guarantee in lieu of such a deduction if Contractor desires any decision on a request for time extension.
- iii) Once a final decision is taken on the request of the Contractor or otherwise, the price reduction 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 price reduction amount shall be applicable).
- iv) This final calculation of price reduction shall be only on the value of the unexecuted portion/quantity of work as on the CDD.
- v) Contractor agrees with the Owner, that the above represents a genuine pre- estimate of the damages which the Owner will suffer on account of delay in the performance of the work by Contractor. The Contractor further agrees that the price reduction amount is over and above any right which owner has to risk purchase under Clause 12.4 and any right to get the defects in the work rectified at the cost of the contractor.

#### 11. DEFECTS AFTER TAKING OVER OR TERMINATION OF WORK CONTRACT BY OWNER

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. The Contractor shall issue a Bank Guarantee

- ⑧ to the Owner in the sum of 10% of the work entrusted in the Contract, from a bank from the list of banks whose bank guarantees are acceptable to the Owner (list enclosed) and if however, the Contractor fails to furnish such a Bank Guarantee the Owner shall have right to retain the Security Deposit and Retention Money to cover the 10% of the Guarantee amount under this clause and to return/refund the same after the expiry of the period of 12 months without any interest thereon. (Please refer to clause 4. Deposits)

- ⑧ **REVISION : PROC-045**

## 12. TERMINATION OF CONTRACT

- 12.1 The owner may terminate the contract at any stage of the construction 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 that the contractor
- a) has abandoned the work/Contract.
  - b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.
  - c) has failed to remove materials from the site or to pull down and replace the work within 15 days after receiving from the Engineer written notice that the said materials or work were condemned and/or rejected by the Engineer under specified conditions.
  - d) 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) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary sub-let any part of the Contract.
  - f) has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.
  - g) has stopped attending to work without any prior notice and prior permission for a period of 15 days.
  - h) has become untraceable.
  - i) 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) has been declared insolvent/bankrupt.
  - k) in the event of sudden death of the Contractor.
- 12.3 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.
- 12.4 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 overall liability of the Contractor shall be restricted to 100 % of the total contract value.
- ⑧ 12.5 The contractor within or at the time fixed by the Owner shall depute his authorised 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 be final and binding on the Parties and shall not be questioned by the Contractor and no dispute can be raised by the Contractor on the same.**

⑧ **REVISION: PROC-043/16.03.2020**

- 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 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**

**Circumstances leading to force majeure**

- (a) **act of terrorism;**
- (b) **riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;**
- (c) **ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;**
- (d) **epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and**
- (e) **freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.**

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

- Notification of Force Majeure

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

- Right of either party to terminate

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

- Payment in case of termination due to Force Majeure

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

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

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

Time extension for such cases will be worked out appropriately.

® 14. DISPUTE RESOLUTION

(A) Discussions and Resolution

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

® REVISION: PROC-053/28.07.2021

® (B) CONCILIATION

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

15. GENERAL

- 15.1. Materials required for the works whether brought by the 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.
- 15.2. 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.
- 15.3. 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.

® REVISION: PROC-053/28.07.2021

- 15.4. 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 his own expense shall make good any damages arising from any of these causes.
- 15.5. 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.
- 15.6. 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.
16. Integrity Pact : Effective 1st 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 ₹ 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.
17. 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
18. 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.

## HPCL CONCILIATION RULES, 2019

### Background

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

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

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

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

### **2. Definitions**

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

### **3. Scope and Applicability**

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

Provided that these Rules shall be applicable only if:

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

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

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

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

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

The following persons shall be deemed to be disqualified for being empaneled as Conciliators, and if already empaneled/ appointed, shall be liable to be removed:

- 1) A person who has been adjudged as insolvent or is of unsound mind or physically incapable of performing the work of a Conciliator.

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

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

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

® **REVISION: PROC-043/16.03.2020**

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

- An interest in or connection with the subject matter of the dispute,
- A relationship with a party, including a relationship of lawyer and client.

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

## **6. Commencement of Conciliation**

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

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

® REVISION: PROC-043/16.03.2020

## 7. Conciliation Proceedings

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

## 8. Representation, venue and other broad principles

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

- 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.

® **REVISION: PROC-043/16.03.2020**

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

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

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

® **REVISION: PROC-043/16.03.2020**

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

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

## **16. Judicial or other Proceedings**

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

- 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**



## ADDITIONAL NOTE TO BIDDERS ON GST

### 1) PRICE BID:

- a) Price-bid format: Bidders are advised to ensure that the Price Bid is quoted and uploaded in the e-procurement system. Quoted price shall include Basic cost, packing charges, loading charges, Insurance, Freight, Third Party Inspection Charges and any other charges, if any.
- b) Bidders have to ensure that Bid Price is not mentioned anywhere in the Techno Commercial bid, failing which the bid is liable to be rejected.

### 2) 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 HPCL 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, HPCL 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.)

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 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). If the actual rate of GST as per GOI notification for the item tendered is different from the rate quoted by bidder( i.e the actual rate of GST is more than quoted by bidder), HPCL will pay the actual tax as per GOI notification by reducing the equivalent amount of differential GST in basic rate of supply/service quoted by bidder.



## ADDITIONAL NOTE TO BIDDERS ON GST

- 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.

### 3) ROAD PERMIT/WAY BILL CLAUSE

- a) Suppliers/Contractors shall arrange Road Permits/Waybills by themselves and comply with the statutory laws of the concerned state.
- b) In case as per state laws the issuance of Road Permit/Waybill is to be arranged by the buyer, HPCL will arrange to issue Road Permit/Waybill. In case of imposition of any Tax the same shall be discharged by the buyer and the same will be adjusted against the payments due to vendors against their bills.

### 4) 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.

### 5) EVALUATION OF BIDS:

Evaluation will be done inclusive of all taxes OR exclusive of taxes as detailed in the tender document.

**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 HPCL 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 HPCL 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.

### 6) GSTIN Number



#### **ADDITIONAL NOTE TO BIDDERS ON GST**

---

States where the supplies/services are required are given in the price schedule. GSTIN details of HPCL 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 HPCL 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.

## ANNEXURE - 11

### (SPECIMEN)

#### 11. COMPOSITE BANK GUARANTEE FOR MOBILISATION ADVANCE, SECURITY DEPOSIT/RETENTION MONEY/PERFORMANCE GUARANTEE

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited  
(Address as applicable)

IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED, a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The Corporation" (which expression shall include its successor in business and assigns) having placed an order on Messers ..... a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at ..... (hereinafter called "the supplier" (which expression shall include executors, administrators and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Corporation") for the supply of goodsto/execution of services for "the Corporation" and "the Corporation" having agreed :

- a. not to insist upon immediate payment of Security deposit for the fulfilment and performance of the said order
- b. to pay "the supplier" as and by way of advance upto a sum of Rupees \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being \_\_\_\_ % of the value of "the order";
- c. that "the supplier" shall furnish a security for the performance of "the supplier's" obligations and/or discharge of "the supplier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the supplier" to accept a composite Bank Guarantee for the mobilisation advance, security deposit, retention money and performance guarantee

We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall includes its successors and assigns) at the request and on behalf of "the supplier" hereby agree to pay to "the Corporation" without any demur on first demand an amount not exceeding r ..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non performance and fulfilment or for any breach on the part of "the supplier" of any of the terms and conditions of the said "order".

2. We, ..... Bank further agree that "the Corporation" shall be sole judge whether the said "Supplier" has failed to perform or fulfill the said "order" in terms thereof or committed breach of any terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in the favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Supplier" may be entitled to.
3. We, ..... Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" undertake to pay "the Corporation" the

- ④
3. We, ..... Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded first demand and without any demur notwithstanding dispute raised by "the Supplier" or any suit or other legal proceedings including arbitration **or conciliation** pending before any court, tribunal or arbitrator **or conciliator(s)** relating thereto, our liability under this guarantee being absolute and unconditional.
  4. We, ..... Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "order"/or to extend time of performance by "the Supplier" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Supplier" and to forbear to enforce any of the terms and conditions relating to "the order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Supplier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Supplier" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
  5. However, it has been agreed between "the Supplier" and "the Corporation" that there shall be only one Composite Bank Guarantee for both the advance and security deposit performance guarantee/Retention Money @ of \_\_\_\_\_% valid till the end of the defects liability period as per the terms of the P.O. No. \_\_\_\_\_ dated and that in proportion with the recovery of advance @ \_\_\_\_\_% per bill the same amount/value automatically stands credited to the defects liability account/security deposit or retention money as the case may be and will continue to be credited/treated till the entire advance of r \_\_\_\_\_ is fully recovered from the running bills and from the date of full recovery of the advance of r \_\_\_\_\_ this guarantee automatically, shall stand valid towards the \_\_\_\_\_% retention money/defects liability, fully valid in all respects unto a further period of **3 (three)** months, as per the Purchase Order of "the Corporation".
  6. Notwithstanding anything contained herein above :
    - i. Our liability under this guarantee shall not exceed r .....
    - ii. This Bank Guarantee shall be valid upto and including .....; and
    - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of 30 days from the date of expiry of this guarantee.
  7. We, ..... Bank furtherundertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.
  8. We, ..... Bank lastly agree that "the Bank"'s liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".

IN WITNESS WHEREOF the Bank has executed this document on this .....  
day of .....

For ..... Bank

(by its constituted attorney)

(Signature of a person authorised  
to sign on behalf of "the Bank")\*

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

**Bidders shall fill up the above data and mandatorily upload along with technical bid.**

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

## **DECLARATION ON GST**

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

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

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

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

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

(4) We hereby agree as under: -

i. We will be fully responsible for complying with the GST provisions to enable HPCL to take Input Tax Credit. In case, HPCL is not able to take Input Tax Credit due to any 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 Hindustan Petroleum Corporation Limited in full against all the loss including consequences, liabilities of any kind whatsoever, directly arising from denial of ITC including interest and penalty. We hereby agree and confirm that –

any breach of the above declaration shall be construed as breach of the terms and conditions w.r.t. GST and Hindustan Petroleum Corporation Limited shall be at liberty to take necessary action like Holiday listing (banning of Business dealings) and/or recovering of amounts mentioned

in para 4 (ii) above, from:

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

Place:

Signature

Date:

Name:

Designation:

Seal.

**ADVICE FROM SUPPLIER/VENDOR/CONTRACTOR FOR E-PAYMENT**  
**(ON LETTER HEAD)**

To: M/s Hindustan Petroleum Corporation Limited, Mumbai-400 020.

Dear Sirs,

The following is a confirmation/updation of my bank account details and I hereby affirm my / our choice to opt for payment of amounts due to me under various contracts through electronic mode. I understand that HPCL also reserves the right to send the payments due to me by a cheque / Demand Draft / electronic mode or through a banker.

**A. SUPPLIER / CONTRACTOR DETAILS**

1. Supplier / Contractor Name :
2. Supplier / Contractor Code :
3. Address (Incl. PIN code) :
  
4. Controlling Office Name/SBU :
5. P.A.No.(photocopy to be enclosed) :
6. E-mail ID :

**B. PARTICULARS OF BANK ACCOUNT**

1. Bank Name :
2. Branch Name /branch code :
3. Branch Address (incl. Pin code) :
4. 9 Digit MICR No. of Bank and Branch :
5. Account Type (Savings/Cash credit/Current) ::
6. Account Number (as appearing on cheque) :
7. IFSC Code of the Branch (For RTGS) :
8. IFSC Code of the Branch (For NEFT) :

I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to HPCL. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, I shall not hold Hindustan Petroleum Corporation Ltd.responsible. I also agree for printing of the bank details on the cheque or DD if the payment is effected by cheque / DD.

**Name & Signature of supplier / contractor/Authorized Signatory**

Date:

Official Seal

Note: 1. Bank details (B 1 to 8) to be confirmed by the bankers. Such confirmation shall be duly signed & stamped by the bank's authorized representative.  
2. Please enclose cancelled / photocopy of a cheque.

Name, Seal & Signature of the Bank's authorized representative.

**DECLARATION FOR NON BLACK LISTING**

(To be submitted along with un-priced bid)

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

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

Signature of bidder & Seal



## **DECLARATION FOR RELATIVES**

The tenderer is required to state whether he/she is a relative of any director of HPCL or the tenderer is a firm in which director of HPCL or his relative is a partner of is any other partner of such firm or alternatively the tenderer is a private company in which director of HPCL is a 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 of the above declaration and the employee so appointed happens to be relative of the officer of HPCL/Central/State government, the tenderer should submit another declaration furnishing the names of such employees who is /are related to the officer/s of HPCL/Central/State Government.

Date:

Signature-----

Name of person signing

Tenderer's Name & address with seal

**List of Relatives:** A person shall be deemed to be a relative of another, if any and only if, He/She/They are members of Hindu undivided family or He/ she/ they are husband and wife or

**The one is related to the other in the manner indicated below:**

Father  
Mother (including step mother)  
Son (including step son)  
Son's wife  
Daughter (including step daughter)  
Father's father  
Mother's mother  
Mother's mother  
Mother's father  
Son's son  
Son's son's wife  
Son's daughter  
Son's daughter's husband  
Daughter's husband  
Daughter's son  
Daughter's son's wife  
Daughter's daughter  
Daughter's daughter's husband  
Brother (including step brother)

**(To be submitted on Letter head / emblem)**

**BID SECURITY DECLARATION (IN LEIU OF EARNEST MONEY DEPOSIT)**

Ref : Tender No

Date

Sub : Tender title \_\_\_\_\_

I, Shri \_\_\_\_\_ of M/s. \_\_\_\_\_, having its registered office at \_\_\_\_\_, in my capacity as \_\_\_\_\_ (*Role of the Bidder – Proprietor/Partner/Director etc.*) and being authorized for the purpose, declares on behalf of the Bidder as under:

- 1) That M/s.\_\_\_\_\_ are participating in the subject tender and have submitted our bid in response to the same.
- 2) That we understand that in compliance with the Ministry of Finance Office Memorandum bearing Reference F.9/4/2020-PPD dated 12.11.2020 and Office Memorandum bearing reference DPE/7/(4)/2017-Fin(Part-I) dated 19.11.2020 issued by Department of Public Enterprises, the Owner has decided not to ask for furnishing of Earnest Money Deposit (EMD) in the form of Bid Security till the operation of the said Office Memorandum.
- 3) That in lieu of not furnishing the EMD, we hereby declare that :
  - a) We will display our commitment to abide by our bid during the tender evaluation process and will not withdraw or modify it or impair or derogate from it in any respect during its validity period i.e. \_\_\_\_ number of days from the date of opening of the Unpriced Bid as sought in the Notice inviting Tender.
  - b) We will comply with all formalities of signing of the contract/agreement/purchase order and submit performance security within time stipulated in the tender document.
  - c) On our failure to ensure (a) and (b) above, HPCL being the Owner shall be entitled to put us under suspension for its future tenders or ban/blacklist us for a specified period as per its policy. The discretion and decision of HPCL in this regard will be final.
  - d) We will comply with all other formalities which HPCL will communicate to us during the bid validity period.

- 4) The executant and signatory of this Declaration is authorized by the bidder and the bidder undertakes to comply and abide by the above declaration.

Date

Signature \_\_\_\_\_

Place

Stamp / seal

## **DECLARATION BY BIDDERS FROM COUNTRY SHARING BORDER WITH INDIA**

Following confirmation is sought from all prospective bidders:

1. *Bidder from a country which shares a land border with India' shall include: (a) an entity incorporated, established or registered in such a country; (b) a subsidiary of one or more entities as per (a) above; (c) an entity substantially owned or controlled by one or more entities as per (a) above; (d) an entity whose beneficial owner is situated in such a country; (e) an Indian or other agent of such an entity; (f) a natural person who is a citizen of such a country; (g) a consortium or JV where any member thereof falls under any of the above. The term "substantially owned or controlled" shall mean, in the case of a Company/LLP or artificial juridical person, ownership/ entitlement whether directly or indirectly, of shares or capital or profits of 25% or more of the entity and in case of a firm or unincorporated JV, ownership/ entitlement whether directly or indirectly, of shares or capital or profits of 15% or more of such firm or unincorporated JV.*
2. *Notwithstanding the above, no bidder from a country which shares a land border with India will be eligible to bid unless the bidder is Registered with the Competent Authority in the Government of India, which is presently the Registration Committee constituted by the Department for the Promotion of Industry and Internal Trade. For the purposes of this clause, "bidder" shall mean any person, firm, company, member of a consortium/ JV, any other artificial juridical person and includes any agency, branch or office owned or controlled by such person/firm/company, etc.*
3. *If any question/ issue arises in respect of the above, the interpretation of Owner shall be final and binding on this issue and shall not be called in question by the Bidder. To the extent possible, the Owner shall be guided by any Orders/ Circulars/ Guidelines issued by the Govt. of India on the subject". Further that, "No bidder, if successful, shall be permitted to sub-contract any work to an entity, which is other prohibited from bidding or not eligible to bid on account of the above restrictions or on account of it being blacklisted/ holiday listed by the Owner/Govt. of India.*
4. *Any additional confirmation that is required to meet the requirements may also be sought during the process of tender until the placement of Order. Any bids that are not in conformity with this shall be liable for rejection. The bidders shall confirm acceptance to this.*
5. *Action against bidders in the event of false declarations shall be treated as per terms and conditions of tenders.*
6. *Write NA, if not applicable.*

***Signature of the Bidder***

**ANNEXURE-A**

**AGREEMENT  
(UNDER INTEGRITY PACT)**

**Date:**

**To:**

**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**Sub : Procurement of Bidding Documents**

**Ref. Tender No. - 21000795-HD-10157**

HPCL and the Bidder agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of (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 HPCL.

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

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

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

Yours faithfully,

(BIDDER)

Yours faithfully

Sd/-  
**Pallavi Jhingran**  
(PURCHASER)

#(This agreement should be “pre-signed” by the authorized representatives of the applicable Function/SBU on behalf of HPCL at the time of invitation of tender).

**ANNEXURE-B**

**INTEGRITY PACT**

**Between**

**Hindustan Petroleum Corporation Limited (HPCL) hereinafter referred to as "The Buyer",**

**and**

**.....hereinafter referred to as "The Bidder/ Seller/ Contractor"**

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.

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.

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.

### **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.

## **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.
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 a written report to the C&MD of Buyer within 8 weeks from the date of reference or information to him by the Buyer and should the occasion arise, submit proposals for correcting problematic situations.
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.

## **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 partnership/consortium, the Integrity Pact must be signed by all 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/-  
**Pallavi Jhingran**

For and on behalf of the Buyer

For and on behalf of the Bidder/  
Seller/Contractor  
Date:  
Name:  
Designation:  
Seal/ Stamp

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

**THANK YOU**, for your interest in bidding for HPCL tender in E-Procurement platform. It is designed to ensure security and confidentiality of bids till bid opening and provide transparency after bid opening. There have been few instances of vendors are not being able to submit their bids for various reasons. Based on our experience, we have compiled a list of all probable reasons due to which either vendors miss out on submitting their precious bid or end up submitting defective bids. Needless to mention, the most likely reason is attempting bid generation in the last hour.

***Thus it is recommended to start the Bid Preparation process well in advance. We hope this set of handy tips will help you avoid the usual pitfalls at initial stage and submit a perfect bid smoothly in the platform***

### **Tip 1:**

#### **❖ Ensure to keep System ready in advance**

For 1<sup>st</sup> time users, ensure the below points are taken care

- ✓ Class IIIB digital certificate issued on organization.
- ✓ Download Signing Utility for Signing and encryption.
- ✓ Install latest JAVA in local machine.
- ✓ Install Drivers for e-token

### **Tip 2:**

#### **❖ Internet Explorer browser 9 or above**

- ✓ Remember to work with only **Internet explorer 9 or above** browser.
- ✓ DO NOT access site in Google Chrome/Mozilla Firefox/ Edge or Safari, to avoid issues.

### **Tip 3:**

#### **❖ Start the process in advance. Submit bids in advance, Rates can be revised later**

- ✓ Upload the Digital Certificate and get it validated by HPCL in advance.
- ✓ DO NOT wait for DC validation, for initiating BID preparation. Generate Technical bid and priced bid file in advance.

- ✓ Keep the supporting documents ready in PDF format only.
- ✓ Bids can be submitted once DC validation is completed.

#### **Tip 4:**

❖ **EMD submission: EMD should reach to HPCL prior Tender due date.**

- ✓ Submit EMD well in advance through online (Net Banking) or by way of Demand draft/ Bank Guarantee.
- ✓ While uploading EMD Exemption Certificate (for MSME vendors etc), browse only signed pdf of Exemption certificate.
- ✓ Use online EMD payment option, for faster EMD submission and EMD refunds.

#### **Tip 5:**

❖ **Enter Taxes and Extras in proper format.**

- ✓ Enter Taxes ONLY in Percentage terms and never in ‘Per Unit’ basis.
- ✓ Define various tax elements in proper sequence for correct calculation of delivered cost
- ✓ Only Extras like Freight, third party Inspection etc., may be entered in Per unit basis
- ✓ Check total Derived cost on screen and in Priced Bid Pdf, before bid submission

#### **Tip 6:**

❖ **Simply generate the Technical bid pdf / Price bid pdf. Digitally sign & encrypt. Keep Signed file for records and “encrypted (final\_signed)” file for submission.**

- ✓ DO NOT browse signed PDF while filling responses.
- ✓ It is NOT required to take a print of the Tender Document.
- ✓ It is NOT required to physically sign on all pages of the tender file.
- ✓ It is NOT required to scan the signed tender document and upload the same.
- ✓ DO NOT quote zero rate, in case you do not want to quote for optional items

#### **Tip 7:**

❖ **Save the work by working on Tab - “Work without attaching doc”. Esp., in tenders having more than 50 items**

- ✓ Option for saving work is available only in “Work without attaching doc” tab.
- ✓ Enter all the necessary technical responses in the form provided and click on “Save work on local machine” button for saving the “XML” file.

- ✓ Browse the latest “XML” file only while working on “Update Values from local computer” option.
- ✓ Note: During this process any data entered does not get captured in the server.
- ✓ PB (Price Bid) Excel template shall be used for faster uploading of rates in the tender. Only latest file to be uploaded.

#### **Tip 8:**

❖ **Always keep “Latest bid” for records.**

- ✓ Technical bid pdf and Priced bid pdf can be generated any number of times. Bid may be submitted any number of times.
- ✓ Always remember System will allow Bid submission only for the latest generated document.
- ✓ If bid submitted for more than one time, only latest bid will be considered for evaluation purpose by the system.

#### **Tip 9:**

❖ **“REGRET” option for Bid withdrawal.**

- ✓ Option for Bid withdrawal is available till tender due date even when the bid is already submitted/ is in preparation stage.
- ✓ Though “Regret” is submitted, “SUBMIT BID” option is available till tender due date.
- ✓ Latest bid submission/ Regret will be considered by system for tender
- ✓ “Regret” will be considered as response submitted against the tender.

#### **Tip 10:**

❖ **Size of the bid must be as less as possible**

- ✓ Keeping bid size small will help in faster Bid submission.
- ✓ The current session out time is 20 minutes. Must Save work before 20 minutes.
- ✓ To keep the size of the bid document small,
  - Scan the documents in low resolution, preferably 150-200 dpi wherein the data should be legible.
  - Scan in grayscale and not in color to reduce file size.
  - For large drawings, scan files in jpeg format and later covert same to pdf format.

#### **Tip 11:**

❖ **Raise online “Query” for any technical clarification regarding Tender.**

- ✓ Every tender has query start date and query end date (specified in the first page of the tender document). Query can be raised within this range only.
- ✓ So starting bid preparation in advance will facilitate to raise query and get reply within time.

**Tip 12:**

❖ **Sign document in advance for Reverse auction event.**

- ✓ To participate in Reverse Auction event, work only on RA link, as below  
<https://etender.hpcl.co.in/eProcRA/VendorLoginInput.action>
- ✓ Follow the steps given on RA page for RA Participation.
- ✓ Download RA document and sign only with HPCL's "Signing Utility".
- ✓ Do not change DC after RA is published. In case of DC expiry or token lost, ensure to upload new DC and get it validated before RA Start date.

**Tip 13:**

❖ **HPCL E-Procurement Helpline No: 022 41146666/ 61548595**

- ✓ For any technical queries related to operation of the portal, send mail to [eprochelpdesk@mail.hpcl.co.in](mailto:eprochelpdesk@mail.hpcl.co.in) OR call at **022-41146666/61548595**.
- ✓ The helpdesk support is available 6 days a week from 8 AM to 8 PM (except public holidays).
- ✓ Must seek help at least two to three days (min) in advance, to avoid last minute disappointment.
- ✓ NOTE: Put dummy rates while taking support from Helpdesk for understanding Bid generation process

### **Supplementary Section on Bid Submission**

The two broad classification of tenders for generating bid document, be it "Pre-qualification bid" or "Technical/ Price bid are as follows:

**1. Low value tender having 20-50 items and limited uploads/questions**

For Low value tender, "No of items" where rate is to be entered is very limited and there are less no. of questions, vendors can directly work on Prepare tender >> Generate Technical and Priced bid >> Attach document and generate envelope.

## Bid generation and submission

Go to Generate Technical and Price bid >> Attach Document and Generate envelope.

- a. Fill responses, upload documents (pdf only), give Prices and Taxes etc and click on "Generate technical bid", followed by "Generate Priced bid".
- b. Save Technical Bid Envelope and Price bid envelope in local machine.
- c. Check the bid documents for correctness. If found OK, digitally signed and encrypted the file using the "Signing cum encryption" utility.
- d. No provision will be available for saving the work in this option. So for Bid resubmission/any other modification, responses/forms/rates etc have to be entered for all items again.
- e. **Keep "signed" file for records and "encrypted" file for submission**

While this method is very fast for generation of bids, it requires full efforts in redoing same if need arises.

## 2. Moderate to high value tender having more than 50 items and other uploads

The session out time for application is 20 minutes, which means if "generate bid" button is not clicked within 20 minutes of landing in the page the work done will be lost. Thus for moderate to high value tenders (having more than 50 items), Pl use PB Excel template for uploading rates and "Save work" option for preparing Technical bid

The method for "Saving work" is as below:

- a. Click on Prepare tender >> Generate Technical and Priced bid >> "Work without attaching document". Here enter the rates/ responses etc, except for uploading the documents. Once adequate entries are made click on the tab "Save work on local computer", show the path and save the file in local machine.
- b. Now click on "Update Values from Local Computer" and show path of the saved file. The rates and responses will get populated till the previous work done.
- c. The saved values can be edited and Rates/response can be filled up for balance items/sections. Again save the work. **Work can be saved as many times as required.**
- d. Use PB Excel template for uploading/modifying rates etc
- e. While updating values from local computer, always browse only latest generated saved work file.

## Bid generation and Submission

- a. Once all the rates/responses are finalized, click on the tab “Generate Technical and Priced bid envelope >> Attach doc and generate envelope.
- b. Click on the tab at the bottom of screen “Update value from local computer”.  
**Remember to upload only the latest generated files.**
- c. On uploading “save work” file, all the item rates/ responses will be populated against appropriate section. Also in the same page, browse the documents (pdf only) to be uploaded if any.
- d. After checking entered rates/ response sheet and uploaded supporting documents, click on “Generate technical bid envelope” followed by “Generate Priced bid envelope”.
- e. Save the PDF files of technical and price bid envelope.
- f. Check the pdf document for correctness. If found OK, digitally signed and encrypted the file using the “Signing cum encryption” utility.

**Keep “signed” file for records and “encrypted” file for submission.**

Tender No. : 21000795-HD-10157



Tender Published On : 21-Dec-2021 17:02

**Integrity Pact**

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Integrity Pact	integritypact.pdf	-	No

Integrity Pact is attached separately.

<b>AGREED TERMS CONDITIONS AND DOCUMENTS TO UPLOAD</b>				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Please confirm that the person who had digitally signed and uploaded the Bid Documents in response to this tender inquiry is an authorised representative of your firm and duly authorised by your management to sign and upload documents on behalf of the firm.		-	No
2	BID QUALIFICATION FINANCIAL CRITERIA: Pls. upload notarised copy of Profit and Loss statements of preceding three years (i.e. 2018-19, 2019-20 and 2020-21) of audited annual reports.		-	Mandatory
3	BID QUALIFICATION FINANCIAL CRITERIA: Pls. upload notarized copy of Balance Sheets for the last three financial years (i.e. 2018-19, 2019-20 and 2020-21).		-	Mandatory
4	BID QUALIFICATION-TECHNICAL CRITERIA: Pls. upload Notarized copies of work order(s) and or contract(s) and or agreement(s) and work completion certificates as per Technical Bid Qualification Criteria.		-	Mandatory
5	Technical : A. Acceptance of technical specifications and scope of supply as per tender enquiry. B. In case of deviation, confirm that the same has been highlighted separately.		-	No
6	Firm Prices: Confirm quoted prices will remain FIRM and Fixed till complete execution of the order.		-	No
7	Delivery Period Confirm acceptance of delivery period as indicated in the tender documents		-	No
8	Delayed Delivery or Price Reduction: Confirm your acceptance for delayed delivery clause as per the attached Terms and Conditions.		-	No
9	PAYMENT TERMS: Confirm acceptance of tender payment terms		-	No
10	Validity: Confirm that your offer is valid for 120 Days from due date or extended due date of the tender.		-	No
11	Terms and condition: Confirm acceptance of attached instructions to Bidders and Terms and conditions. In case of deviations, confirm that clause wise comments have been indicated.		-	No
12	Indicate whether you are a Govt. Of India undertaking.		-	No
13	Please mention whether the firm is registered as MSE (Micro and Small Industries). Copy of Registration to be uploaded.		-	Allowed
14	If you are a proprietary concern with valid MSE certificate , kindly mention if proprietor is SC or ST. if yes, upload proof of the same.		-	Allowed
15	In case registered with MSE, please confirm whether the MSE is owned by women entrepreneur.		-	Allowed
16	In case of delay in Delivery due to reasons attributable to Bidder, please confirm that any new or additional taxes and duties imposed after contractual delivery dates shall be to Bidder's account.		-	No
17	Confirm acceptance of Scope of Job as per Tender document		-	No
18	Pls. upload Organisation Data as per format given in Tender		-	Mandatory
19	Pls. upload GST Declaration as per format given in Tender		-	Mandatory
20	Upload duly signed stamped INTEGRITY PACT as per the format given in tender. Document shall be duly signed by authorised person on all the pages.		-	Mandatory
21	For Payment purpose Confirm acceptance of e-payments. Fill & upload e-Mandate form accordingly.		-	Mandatory
22	Please upload copy of your PAN card .		-	Mandatory
23	Pls. mention GSTIN Number applicable for this tender and upload your GSTIN Registration Details		-	Mandatory
24	Upload duly filled Technical specifications sheet with your comments/confirmation		-	Mandatory
25	Upload duly filled , signed, stamped declaration regarding Relatives in HPCL in the format provided in Tender		-	Mandatory
26	Upload duly filled , signed, stamped declaration on non-Blacklisting by any govt/Semi govt/PSU in the format provided in Tender		-	Mandatory
27	Upload Bid Security Declaration as per format provided in Tender		-	Mandatory
28	Please confirm that you have read all the corrigenda issued upto final extended due date of Tender and quoted your rates considering all contents of all the published corrigenda		-	Allowed
29	Confirm willingness to participate in Reverse Auction for this tender. Bid submitted with Non acceptance for participation in Reverse Auction are liable for rejection.		-	No
30	Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with Competent Authority Constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Pls. confirm acceptance. Write NA, if not applicable and upload declaration.		-	Mandatory
31	Pls. upload declaration as per Attachment 1 in the format provided in tender. Pls. note that declaration of local content is mandatory as per tender terms.		-	Mandatory
32	Pls. confirm that the CAMC charges are quoted as per Tender Terms and Conditions.		-	No
33	Name of Contact Person		-	No
34	Contact No.		-	No
35	Any other documents		-	Allowed