



Basic Information Of Tender		
RFQ Number	5100016775	
Title	GREEN H2 PURCHASE ON BOO BASIS	
Description	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY 5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS	
Tender Type	Public	
Tender Scope	Global	
Bid Type	Two Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	21-Jan-2025 15:00	
Reverse Auction Applicable	No	
Pre Bid Conference Start Date & Time	26-Nov-2024 11:00	
Pre Bid Conference End Date & Time	26-Nov-2024 15:00	
Queries Start Date & Time	18-Oct-2024 21:00	
Queries End Date & Time	19-Nov-2024 15:00	
Un Priced Bid Open Date & Time	21-Jan-2025 15:00	
Purchase Deptt.	VR MATERIALS DEPT.	
TF/EMD Drop Box Address	As per NIT	
Tender Description	Please note that this is an online Global Public tender and on line response submitted shall only be accepted. No other mode of submission like hard copies in the form of fax, submission by hand etc. or email submission etc. shall be accepted. The Server Date and Time as appearing on the HPCL website shall only be considered for the cut-off date and time for receipt of tenders. For submitting on line response Digital Signatures shall be mandatory. For already existing vendors, in case you are logging in for the first time please ensure to upload your Digital certificate. The process for same is listed in the Help link after logging in. PLEASE LOGIN WITH YOUR EIGHT DIGIT JDE VENDOR CODE AND CORRESPONDING VENDOR SELF SERVICE, VSS PASSWORD TO BID FOR THE TENDER. New bidders will have to temporarily register to be able to quote for this tender in eProc system. Bids cannot be submitted without valid Digital Signatures. Please refer to help link after logging in, in case you are new to eTender.	
Notice Inviting Tender	Please refer tender	
	Currency Type	Tender Fee
	INR	0
	EUR	0
	GBP	0
	JPY	0
	USD	0
		EMD
		10000000
		108178
		90555
		17577781
		118385

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

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

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

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

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

Tender No. : 2400016775-HD-06600 (RFQ No. 5100016775)



Tender Published On : 18-Oct-2024 20:36

Line Details Of Tender							
Srl. No.	Line Description	Ship To Location	UOM	Quantity	HSN Code	Location GSTIN	Mandatory
Schedule 1				Mandatory: Yes			
1	Green Hydrogen	6600-VISAKH REFINERY	kilogram	125000000		37AAACH1 118B1ZB	Yes



Terms and conditions

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Name of the Authorised Signatory or Concerned Contact Person for the tender		-	No
2	Designation of the Authorised Signatory or Concerned Contact Person for the tender		-	No
3	E-Mail ID of the Authorised Signatory or Concerned Contact Person for the tender		-	No
4	Alternate E-Mail ID or IDs		-	No
5	Mobile Number of the Authorised Signatory or Concerned Contact Person for the tender		-	No
6	Alternate Mobile Number or Numbers		-	No
7	Telephone number of the vendor		-	No
8	Fax number of the vendor		-	No
9	Internet Web Site Address (URL) of the Vendor		-	No
10	Please indicate the address on which order should be released, in case of order		-	No
11	Please indicate your offer reference number, if any		-	No
12	MSE Registration: Please confirm your registration as MSE, for any / all items of this Price Enquiry. For example (Registered)(Not registered)		-	No
13	Documents in support of Financial Criteria of PQC uploaded as per NIT		-	Mandatory
14	Documents in support of Technical Criteria of PQC uploaded as per NIT		-	Mandatory
15	Postal address, E-mail address, contact details of their customers whose documents are submitted as proof of meeting the PQC of the tender		-	Mandatory
16	In case you are registered with MSE, please upload the UDYAM AADHAR Registration Certificate		-	Allowed
17	Provision to upload Form-I duly ticked and signed by the signatory of tender document		-	Mandatory
18	Provision to upload Declaration regarding suspended / banned / delisted by any Indian Government or Quasi- Indian Government agencies or Indian Public Sector Undertakings / Enterprises / GeM		-	Mandatory
19	Provision to upload PP LC Declaration duly ticked and signed by the signatory of tender document. Please note policy No. P 45021/2/2017-PP (BE-II)-Part(4) Vol issued by Govt. of India, Ministry of commerce and industry, Dept. of Promotion of Industry and Internal trade dated 19.07.24 is applicable for this tender. This is a Global Public Tender enquiry and as per this policy In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'.		-	Mandatory
20	Provision to upload all the 6 Pages of the Integrity Pact duly Signed and Stamped on all pages		-	Mandatory
21	Any other document as per tender requirement		-	Allowed
22	For Purchase Preference linked with Local Content and MSE Preference, the subject tender will be considered as Supply Contract and the tendered item is indivisible. Please confirm acceptance.		-	No
23	NIT document	NIT.pdf	-	No
24	Tender	Tender doc_User.pdf	-	No
25	Integrity pact	1_IP_GH2.pdf	-	No
26	EMD BG format	2_EMD BG format.pdf	-	No
27	Bid security in lieu of BG	3_Bid Security Declaration lieu of EMD.pdf	-	No
28	PBG format	4_PBG GH2.pdf	-	No
29	SFMS confirmation	5_Procedure for SMFS confirmation.pdf	-	No
30	DSC for foreign bidders	5_DSC For Foreign Bidders.PDF	-	No
31	PPLC	6_PPLC_GH2.pdf	-	No
32	Ban_Land	7_Ban_Land.pdf	-	No
33	Temp Regn process	8_Temporary Registration.pdf	-	No
34	Tips for bid submission	9_Tips for successful bid submission.pdf	-	No

NOTICE INVITING TENDER

FOR

PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)

(GLOBAL COMPETITIVE BIDDING)




HINDUSTAN PETROLEUM CORPORATION LTD.

VISAKH REFINERY

Tender no.: 2400016775-HD-06600 / ALS

IMPORTANT: Please note that this is an e-Public Tender. Please log in at site (<https://etender.hpcl.co.in>) and respond to the tender. Please note that this is an online tender and on line response submitted at site (<https://etender.hpcl.co.in>) shall only be accepted. No other mode of submission (hard copies in the form of fax, submission by hand etc. or email submission etc.) shall be accepted. The Server Date & Time as appearing on the HPCL website (<https://etender.hpcl.co.in>) shall only be considered for the cut-off date and time for receipt of tenders. For submitting on line response Digital Certificate / Signatures (Class II/ Class III) shall be mandatory. For already existing vendors, 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 SAP VENDOR CODE AND CORRESPONDING VENDOR SELF SERVICE (VSS) PASSWORD TO BID FOR THE TENDER. New bidders will have to temporarily register to be able to quote for this tender in eProc system. In case of any difficulty in logging or in case you do not have the BTS password, please contact Eproc helpdesk at: +91 22- 41146666 or +91 7710911191 on any day between 10.00 AM to 6.00PM IST except on Sundays/Public holidays. Please refer to help link after logging in, in case you are new to e-Tender.

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 2 of 24

**NOTICE INVITING TENDER (NIT) FOR
PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)
BIDDING DOCUMENT NO. 2400016775-HD-06600
(GLOBAL COMPETITIVE BIDDING)
E-TENDERING**

1.0 INTRODUCTION

HPCL operates a 15 MMTPA Refinery at Visakhapatnam. Various units in the Refinery consume Hydrogen, which is presently produced from Steam Methane Reformers (Grey Hydrogen). HPCL intends to partly replace Grey Hydrogen with Green Hydrogen.


HPCL intends to procure Green Hydrogen on Build Operate Own (BOO) for Visakh Refinery. This tender is being floated to invite bids from reputed companies to supply 5 KTPA of Green Hydrogen for a period of 25 years.

2.0 SALIENT FEATURES OF BIDDING DOCUMENT:

a)	Tender Document No.	:	2400016775-HD-06600				
b)	Earnest Money Deposit/ Bid Security	:	INR	USD	EUR	GBP	JPY
			1,00,00,000	118,385	108,178	90,555	17,577,781
			INDIAN BIDDERS	FOREIGN BIDDERS			
c)	Opening of Priced Bids (Part-II)	:	Shall be opened online in e-Proc site after review of Pre-qualification & Techno-Commercial Bids (Part-I)				
d)	Validity of Offer	:	SIX MONTHS from Tender Due Date / Extended Due Date				
e)	Validity of Order	:	TWENTY FIVE YEARS from date of first delivery of Green Hydrogen				
f)	Performance Bank Guarantee	:	Applicable				

2.1 PRE-BID MEETING

Pre-bid meeting will be conducted online through Zoom platform. Bidders or their authorized representatives (with proper authority letter) are requested to attend the Pre-Bid Meeting so that their queries, if any, related to the Bidding document and Scope of Work can be addressed during the meeting. The bidders are requested to send

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 3 of 24

queries/clarifications, if any, by e-mail to HPCL at least 1 week before the pre-bid meeting. The clarifications shall be provided during the pre-bid meeting.

Bidder shall consider in their priced bid, all the pre-bid discussions and subsequent corrigenda issued, if any, submitted on or before the bid due date, which shall be firm and final. No revisions to the quoted price and no further queries will be allowed thereafter.

Any claims due to lack of understanding in scope, specifications, time schedule, etc., subsequent to submission of tender shall not be entertained.

All clarifications regarding supply scope and conditions of contract shall be obtained before submitting the quotation.

Contact persons for the pre-bid meeting and technical queries:

Mr. B. Sreekanth, Sr. Manager - Technical
Mr. Shaik Sardar, Chief Manager – Technical
Technical Department – Visakh Refinery
HINDUSTAN PETROLEUM CORPORATION LIMITED
Visakh Refinery, Malkapuram
Visakhapatnam-530011.
Andhra Pradesh, India
Tel: +91 891 286 4778/ 4825
Email: bsreekanth@hpcl.in/ sardarshaik@hpcl.in


For any commercial related queries, contact the following persons:

Ms. A. Leela Sai; Manager - Materials
Ms. K. Anita; Chief Manager – Materials
Mr. David Poddar – GM-Materials
Refinery Materials Department
HPCL, Visakh Refinery,
Malkapuram, Visakhapatnam-530011
Andhra Pradesh, India
Tel: +91 891 286 4310/ 4327/ 4309
E-Mail: leelasai.arthimalla@hpcl.in / anitakonchanda@hpcl.in/davidpoddar@hpcl.in

3.0 PRE- QUALIFICATION CRITERIA (PQC):

Tenderers intending to participate this tender shall fulfil the qualification criteria, stipulated below.
No relaxations in PQC for start-ups/MSEs.

3.1 FINANCIAL CRITERIA:

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 4 of 24

Bidders will have to meet the following Financial Criteria for them to be qualified for opening of their Technical Bids:

a. Net-worth

Net Worth of the Bidder as on the last date of the previous financial year, as specified in the tender document should be equal to or greater than Rs. 75 Crore (i.e. Rs. 15 crore per thousand MT per annum of quoted production and supply capacity of Green Hydrogen). (USD 8,878,892/ EUR 8,113,371/ GBP 6,791,633/ JPY 1,318,333,626)

The net worth to be considered for the above purpose will be the cumulative net-worth of the bidding company or consortium together with the net worth of those Affiliates of the bidder(s) that undertake to contribute the required equity funding and performance bank guarantees in case the bidder(s) fail to do so in accordance with the tender conditions. Net-worth shall be calculated in accordance with the Companies Act, 2013.

The Net Worth Criteria will be considered cumulatively for all members of the Consortium. The Lead Member shall meet not less than 48% of the Net Worth Criteria. All other members of the Consortium shall meet not less than 15% of the Net Worth Criteria in their individual capacity.

Net worth calculation: Net worth means paid up share capital, share application money pending allotment* and reserves# less accumulated losses and deferred expenditure to the extent not written off.

Reserves to be considered for the purpose of net worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.


*share application money pending allotment will be considered only in respect of share to be allotted.

b. Minimum Annual Turnover

The minimum average annual turnover of the Sole Bidder or its parent / holding company/promoter / partner/ constituents/ affiliates or Consortium/JV members of the bidder during at least one of the immediate three preceding financial years should be at least Rs 100 Cr (i.e Rs 20Cr/KPTA of Hydrogen). (USD 11,838,523/ EUR 10,817,828/ GBP 9,055,510/ JPY 1,757,778,168).

For fulfilling the Financial criteria, an audited balance sheet and profit & loss account of the Bidder shall be considered acceptable proof.

In case of consortium bidder, the Annual Turnover Criteria will be considered cumulatively for all members of the Consortium. The Lead Member shall meet not less than 48% of the Annual Turnover Criteria. All other members of the Consortium shall meet not less than 15% of the Annual Turnover Criteria in the individual capacity.

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 5 of 24

c. Liquidity

Liquidity: It is necessary that the bidder has positive cash flow/ internal accruals/ any bank reference to manage the fund requirements for the project. Accordingly, the bidder shall submit the following documents along with the bid:

- Project Financing Plan covering proposed debt & equity funding arrangements, including Tie-up with Scheduled banks (other than Cooperative banks) or public sector Financial institutions or, confirmation from the bank regarding availability of line of credit.
- Financial & Economic assumptions considered by the bidder.
- Net increase/decrease in cash and cash equivalent as per cash flow statement as on the last date of the previous financial year, as specified in the tender document should be positive.

d. Compliance to Laws by foreign bidders:

In case a Foreign Company is selected as the successful bidder, it shall comply with all the laws and provisions related to Foreign Direct Investment (FDI) in India.

- e. Bidder submitting their Bid shall not be under liquidation, court receivership or similar proceedings.

3.2 COMMERCIAL CRITERIA

Bidder should have completed a minimum combined capital investment (CAPEX of the plant exclusive of OPEX cost) or executed Purchase Orders in form of EPC or EPCC or LSTK jobs of INR 300 Crores (basic value) or USD 35.51 Million/JPY 5273.33 Million / GBP 27.16 Million/ Euro 32.45 Million (basic value) for new plant(s) in Refinery or Petrochemical or Fertilizer or Power sector during last 15 (Fifteen) years ending on last day of the month immediately previous to the month in which last date of bid submission falls (in case of extended bid submission date, original bid submission date shall be considered).


For working out combined capital investment or executed Purchase Orders, maximum Five (05) numbers of above plants will be considered.

Note 1: The value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of bid opening.

Note 2: For Purchase Orders / Completion Certificates in foreign currencies, the respective values will be converted to INR w.r.t. annual average exchange rate of the Indian Financial Year in which the Purchase Order / Completion Certificate was issued from available sources in public domain

The failure to meet to any of the above financial and commercial criteria will render the bid to be summarily rejected and will not be evaluated for technical criteria.

Note: a. In case of companies, standalone financial statement may be considered.

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 6 of 24

b. In case of Foreign Bidders, if the Annual Turnover is in currency other than USD/EUR/GBP/JPY, the same shall be converted into equivalent USD considering the conversion factor indicated in Bidder's Audited Financial Report. In case the same is not indicated, the conversion rate of respective currency as on last date of Bidder's financial year shall be considered.


3.3 TECHNICAL CRITERIA:

Only financially qualified bids shall be taken up for technical evaluation. Technical qualification of the financially qualified bidder shall be as per the following matrix:

	Bidding Entity	BOO	EQ	RE	EPC/LSTK	O&M	Qualified
1	MNRE-1 (Electrolyser)	Yes (MoU)	-	Yes (MoU)	-	-	Qualified
		-	-	Yes (MoU)	Yes (MoU)	Yes (MoU)	Qualified
2	MNRE-2 (Green Hydrogen)		Yes (MoU)	Yes (MoU)	-	-	Qualified
3	EQ	Yes (MoU)		Yes (MoU)	-	-	Qualified
		-	-	Yes (MoU)	Yes (MoU)	Yes (MoU)	Qualified
4	RE	Yes (MoU)	Yes (MoU)	-	-	-	Qualified
		-	Yes (MoU)	-	Yes (MoU)	Yes (MoU)	Qualified
5	EPC/LSTK	-	Yes (MoU)	Yes (MoU)	-	Yes (MoU)	Qualified
6	BOO	-	Yes (MoU)	Yes (MoU)	-	-	Qualified
7	PD	Yes (MoU)	Yes (MoU)	Yes (MoU)			Qualified
			Yes (MoU)	Yes (MoU)	Yes (MoU)	Yes (MoU)	Qualified

3.3.1 Various elements of the matrix are defined below:

- a. **MNRE-1 (EQ):** All companies awarded capacity for Electrolyser manufacturing under Mode-1 (Tranche I & II) of the Strategic Interventions for Green Hydrogen Transition (SIGHT) Program by MNRE.
- b. **MNRE-2 (GHP):** All companies awarded capacity for Hydrogen production under Mode-1 (Tranche I & II) of the Strategic Interventions for Green Hydrogen Transition (SIGHT) Program by MNRE.
- c. **BOO:** Bidder should have executed a plant on BOO/BOOT basis having Hydrogen production/generation facilities during last 15 (fifteen) years ending on last day of the month immediately previous to the month in which last date of bid submission falls (in case of extended bid submission date, original bid submission date shall be considered) and shall have been in satisfactory commercial operation for not less than one year on a continuous basis. R&D/Pilot scale/Demo plants shall not be considered.
- d. **EPC/LSTK:** Bidder should have successfully executed and completed EPC/EPCC/LSTK Contract with single point responsibility, involving "Project

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 7 of 24

Management, Detailed Engineering, Procurement, Construction, Pre-commissioning and Commissioning/ Commissioning Assistance” for a new process plant/ power plant in Oil & Gas Sector/ Fertilizer/ Power Sector during last 15 (fifteen) years ending on last day of the month immediately previous to the month in which last date of bid submission falls (in case of extended bid submission date, original bid submission date shall be considered). R&D/Pilot scale/Demo plants shall not be considered.


- e. **EQ:** A Registered Electrolyser Manufacturer having experience of manufacturing PEM/ AWE/ SOEC or equivalent commercially available technology. Such a manufacturer should have minimum annual Electrolyser manufacturing capacity of 7.5 MW. This requirement shall be the same for all tenders irrespective of their GH2 capacity.
- f. **RE:** A Renewable Power Producer operating a Grid connected Solar or Wind or any other form of Renewable source-based power plant for the 01 (one) year on continuous basis during last 10 (ten) years ending on last day of the month immediately previous to the month in which last date of bid submission falls (in case of extended bid submission date, original bid submission date shall be considered). The total installed capacity of Renewable Power plant should not be less than 150 MW (AC).
- g. **O&M:** Operation & Maintenance Agency should have experience of O&M of plants producing hydrogen or the units where hydrogen is used as a part of the process, such experience should be in Refineries/Petrochemical/Fertilizer plants for a period of min Six (06) Months on a continuous basis during last fifteen (15) years ending on the last day of the month immediately previous to the month in which last date of bid submission falls (in case of extended bid submission date, original bid submission date shall be considered).

Bidders to tie-up with O&M agency as per PQC matrix. Alternatively, undertake to deploy O&M experience manpower from any other O&M agency or on his own. In this undertaking, Bidders should commit to deploy adequate number of manpower per shift having at least 3 years of experience in the plants producing hydrogen or the units where hydrogen is used.

- h. **PD:** Project Developers having experience of undertaking project in Petroleum, Petrochemical, Fertilizer, and Power sector.

Above-listed entities (a to h) shall submit requisite documentary evidence with respect to their work experience.

3.3.2 Conditions

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 8 of 24

- a. Bidders are required to enter into MOU arrangement for meeting requisite technical qualification as per matrix.
- b. Bidders are required to submit requisite documents of their proposed MOU partners to evaluate their credentials as per the criteria specified in definitions (ex. RE, EQ, BOO, EPC/LSTK, PD)
- c. If RE is sourced through PPA then such PPAs shall be treated equivalent to MOU referred in the matrix. However, requirement of submitting documents as per clause (bi) above for qualifying as per definition shall remain same.
- d. It has been observed that, in the case of RE, it is a prevailing practice to undertake projects by forming multiple wholly owned subsidiaries (of a parent RE company). In such cases, the work done by these wholly owned subsidiaries shall be counted in the evaluation of technical credentials. This applies to both situations when the RE company is a bidding entity or an MOU partner.
- e. Failure to honor the commitment as per the Responsibility matrix, will attract actions including but not limited to those defined under General Conditions of contract including holiday listing of the bidder.

3.3.3 MoUs

The tender document mentions two MOUs, which are completely separate and serve different purposes. The following is given for clarifying their roles.

- a. One MOU is for the purpose of consortium formation and has to be submitted along with the offer. However, such MOU needs to be converted into JV agreement within 4 months from the date of award of Letter of Acceptance (LoA)


The other MOU is for the meeting technical qualification criteria as per matrix. Bidder has to submit a proposed list of MOU partners (multiple MOU partners allowed) along with their consent letter at the time of bidding. The signing of the MoU should be completed within three months of the date of issue of LOA.

3.3.4 Documents to be submitted:

Bidders have to submit certified documentary evidence with respect of their experience and partnership/ MoU Agreement. Such certification shall be notarized and on a stamp paper of appropriate value. The validity of such agreement shall be till 4 months from the award of LOA.

a. Documents to be submitted w.r.t BOO/BOOT Contract Experience

1. Copy of Priced/un-priced Contract/Agreement/Work order for BOO/BOOT for reference Unit.
2. End user / Customer certificate – issued by End-user/ Customer. The certificate must include the following information:
 - Certificate shall mention “SATISFACTORY JOB COMPLETION” specifically.
 - Details of the Contract Agreement/Work order for the executed job
 - Date of Commencement of supply by the BOO / BOOT Operator.
 - Period of supply elapsed under BOO/BOOT contract.

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 9 of 24

- Details of contact person (end-user).
 - Date of Commissioning & years of continuous operation of reference Unit
 - Name of the Technology Provider/Licensor and Detailed Engineering Contractor
3. Reference list of Technology provider/Licensor along with the contact details of client.
 4. Reference documents such as PFD / P&ID / extracts of Basic Design Engg Package, etc indicating / highlighting the Hydrogen handling facilities for the reference units.

b. Documents to be submitted w.r.t EPC/EPCC/ LSTK Contract Experience


1. Copy of Priced/un-priced Contract Agreement/ Work order for EPC/EPCC/ LSTK for reference Unit.
2. End user / Customer certificate – issued by End-user/ Customer. The certificate must include the following information:
 - Details of the Contract Agreement/Work order for the subject job
 - Date of Completion/ Commissioning & years of continuous operation of reference
 - Production capacity of the reference unit
 - Details of contact person (end-user).
3. Reference documents such as PFD / P&ID / extracts of Basic Design Engg Package, etc indicating / highlighting the Hydrogen handling facilities for the reference units.

c. Documents to be submitted for Electrolyser Experience:

ISO Certification OR Factory License specifying the manufacturing range OR any other statutory document OR Certificate from TPIA (which is registered under “NABCB accredited bodies as per requirement of ISO/IEC17020 as Type A” in QCI NABCB) or any other equivalent document, after factory inspection to prove that the bidder is a manufacturer having annual manufacturing capacity of 7.5MW.

d. Documents to be submitted for Renewable Power Producer:

1. Commissioning Date Certificate (CoD) or Commissioning Certificate for Grid connected Solar or Wind based power plant(s) with minimum cumulative installed capacity of 150 MW (AC), issued by any nodal agency e.g. Solar Energy Corporation of India Ltd. (SECI) or by any other Client (Power purchaser) / Consultant / Main

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 10 of 24

Contractor. The commissioning certificate should clearly indicate the type and capacity of the plant along with the commissioning date.


2. The plant should have been in operation for a minimum period of one year since commissioning. Operation certificate from Client (Power purchaser) or relevant documentary proof endorsed by the Client (Power Purchaser) for supply of renewable power to Client (Power Purchaser) for a minimum period of one year to be submitted by bidder.
3. If bidder opts to purchase renewable power from third party, bidder to submit MOU/Agreement/Undertaking with the third party for a minimum of first 08 years of operation meeting the criteria as per RE experience.

e. Documents to be submitted w.r.t O&M Experience

1. Copy of Priced/un-priced Contract Agreement/ Work order for O&M reference Unit.
2. End user / Customer certificate – issued by End-user/ Customer. The certificate must include the following information:
 - Details of the Contract Agreement/Work order for the subject job
 - Date of Commencement of O&M activities
 - Period elapsed under O&M contract.
 - Details of contact person (end-user).
 - Reference documents such as PFD / P&ID / extracts of Basic Design Engg Package, etc indicating / highlighting the Hydrogen handling facilities for the reference units.
3. In case bidder chose to deploy O&M experience manpower to meet the matrix qualification, bidder to provide the following:
 - a. An undertaking to commit to deploy adequate number of manpower per shift having at least 3 years of experience in the plants producing hydrogen or the units where hydrogen is used to be submitted along with the bid.
 - b. Relevant documents pertaining to experience of manpower deployed to be submitted prior to commissioning of the GHGU and once in 6 months thereafter for the entire period of the operation.

f. Documents to be submitted w.r.t PD Experience

1. Copy of Priced/un-priced Contract/Agreement/Work order.
2. End user / Customer certificate – issued by End-user/ Customer. The certificate must include the following information:
 - Details of the Contract Agreement/Work order for the subject job
 - Date of Commencement
 - Period elapsed under contract.

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 11 of 24

- Details of contact person (end-user)
- Reference documents such as PFD / P&ID / extracts of Basic Design Engg Package, etc indicating / highlighting the Hydrogen handling facilities for the reference units.

g. Documents to be submitted w.r.t MNRE-1 (EQ)

Copy of order/ award issued from MNRE.

h. Documents to be submitted w.r.t MNRE-2 (Green Hydrogen)

Copy of order/ award issued from MNRE.


3.3.5 Conversion Factor:

For Purchase Orders / Completion Certificates in foreign currencies, the respective values will be converted to INR w.r.t. annual average exchange rate of the Indian Financial Year in which the Purchase Order / Completion Certificate was issued from available sources in public domain.

3.4 DOCUMENTS REQUIRED FOR FULFILLING PRE-QUALIFICATION CRITERIA

3.4.1. Bidder shall submit the following documents in support of their claim for meeting Technical Pre-Qualification Criteria:

- a. Copies of work order(s)/ Purchase order(s) (PO) (indicating the breakup of value of work).
- b. Copies of Completion certificate(s). Date on this completion certificate shall comply with the 15 years criteria mentioned above.
- c. The vendor shall also provide (in the Form – X attached) the telephone and e-mail address of the contact person of executed Purchase orders that are submitted in support of Commercial Criteria. In case, vendor has not supplied to any Indian Refineries, then Purchase order and completion certificate copies of foreign companies (duly notarized and translated in English Language) with contact telephone and e-mail ID etc. of the contact persons shall be necessarily provided. Vendor shall confirm that such documentation is enclosed in the bid.
- d. In the event the value of the qualifying work(s) cannot be ascertained from the Work Order/Completion Certificate submitted by Bidder, Copy of Schedule of Rates (SOR) as per Contract, relevant pages of Contracts, copy of relevant pages of Final Bill certified by Owner for establishing requirement of PQC or written letter from their Client(s) specifying the nature of work with quantities and values can be submitted for qualification.
- e. For the purpose of evaluation, if tax value is not mentioned separately/ explicitly in the experience documents / completion certificate submitted by the bidder, the value of work mentioned in the document shall be deemed to be excluding taxes and the same shall be considered for evaluation without seeking further clarification whether or not the value is including or excluding taxes and duties.

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 12 of 24

- f. In case Bidder has executed composite works/supplies which includes any of the qualifying work(s) stated above, then value of such qualifying work(s) out of the total value of composite works shall be considered for the purpose of qualification. For composite works, in the event the value of the qualifying work(s) cannot be ascertained from the work order/ completion certificate submitted by bidder, Copy of Schedule of Rates (SOR), relevant pages of Contracts, Copy of relevant pages of final bill certified by OWNER for establishing requirement of PQC or written letter from Owner specifying the nature of work with quantities and values can be submitted for qualification.
- g. Bidders are required to submit all such past experience (s) meeting the PQC along with relevant supporting documents in the first instance itself, along with the bid. Accordingly, only such past experience(s) shall be considered for qualification, details of which are provided in the bid by the bidder in Form-X of proposal forms and subsequently no additional past experience shall be sought from the Bidder. However, HPCL reserves the right of getting the document cross verified, at their discretion from the document issuing authority.


HPCL reserve the right to complete the evaluation based on the details furnished without seeking any additional information.

3.4.2. Documents for Financial Criteria:

- a. Bidder shall submit the complete audited balance sheets and profit and loss account for the immediate three preceding financial years, for evaluation and his qualification with respect to financial criteria.
- b. All documents furnished by the bidder in support of meeting the Experience and Financial criteria of PQC shall be authenticated in the following manner:
 Either
 Duly certified by Statutory Auditors of the bidder or practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company) where audited accounts are not mandatory as per law.
 Or
 Documents Duly notarized by any Notary Public/Apostille in the Bidder's Country or certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/High Commission in Bidder's country.
 Or
 Bidder shall submit self-certified documents in original from any one out of CEO or CFO or Company Secretary of the bidder (Limited company only) along with self-certification as per enclosed Annexure- A. This option shall not be applicable to Proprietorship / Partnership firms.
- c. Requirement of above certification shall not be applicable to published audited annual financial statements in English, if original booklets are submitted.

3.4.3. The failure to meet any of the above Pre-Qualification Criteria will render the Bid to be rejected.

Therefore, the bidder shall in his own interest furnish complete documentary evidence by way of copies of work orders, completion certificates from Clients/Consultants, Self-certification for liquidation/court receiving or similar proceedings and balance sheet including Profit and Loss Accounts, Solvency certificates etc. along with the PQC bid, in support of their fulfilling the Pre-

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 13 of 24

Qualification Criteria as given above. The vendor shall produce all the above documents in original before HPCL, in case it is necessary. Any additional documents, if deemed necessary to establish the qualifying requirements may be submitted by the Bidder. HPCL reserves the right to complete the evaluation based on the details furnished (without seeking any additional information) and / or in-house data, survey or otherwise. HPCL reserves the right to reject the bids if supporting documents to qualify PQC are not submitted along with the bid.

3.4.4. **Submission of authentic documents is the prime responsibility of the Bidder.** However, HPCL reserves the right of getting the document cross verified, at their discretion from the document issuing authority. Bidder shall provide all necessary assistance in this regard. The bidder has to enclose the list of supply orders and complete address of the client, phone no., e-mail, name of contact persons, website etc., for whom they have executed such jobs in support of their claims that they are meeting PQC.

3.5 ELIGIBILITY OF BIDDERS

Bidding Entity may be one having experience in the any one or more route specified in the Qualification Matrix below in technical criteria and must qualify and meet the criteria as per the definition provided for each route.

Bid may be submitted by a “Sole Bidder” or a “Wholly Owned Subsidiary” or a “Consortium”. These entities are defined below:

a. Sole Bidder

Individual (Proprietor/ partnership/Limited Company/private limited company / An incorporated joint venture company).

Sole bidder can meet the technical and financial criteria on its own or bidder may use credentials of their parent / holding company / promoters / partners / constituents/ affiliates, provided each having minimum 26% stake, in the bidding entity directly or indirectly through its wholly owned subsidiary.


The parent / holding company / promoters / partners / constituents/ affiliates companies whose PQ criteria is used may require to submit an undertaking as per Annexure-II.

Bidding entity can also meet technical experience criteria through the MOU routes in line with PQ Matrix. In case bidding entity envisages to enter into an MOU arrangement as per matrix for technical qualification, such entity shall require to submit a consent letter from such proposed MOU partner(s) indicating that the validity of such MOU shall not be less than eight years (8) from the date of First delivery of Hydrogen. Such consent letters must be furnished along with the bid.

b. Wholly Owned Subsidiary

Wholly owned subsidiary of a Foreign or Indian Company on the strength of parent company.

Such entity can meet the technical and financial criteria on its own or may use credentials of their parent company.

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 14 of 24

Bidder may use credentials of holding company / promoters / partners / constituents/ affiliates of their parent, provided each having minimum 26% stake, in the parent company of that bidding entity. Further, the entity, whose PQ criteria is used is required to submit an undertaking as per Annexure-II.

Bidding entity can also meet technical experience criteria through the MOU routes in line with PQ Matrix. In case bidding entity envisages to enter into an MOU arrangement as per matrix for technical qualification, such entity shall require to submit a consent letter from such proposed MOU partner(s) indicating that the validity of such MOU shall not be less than eight years (8) from the date of First delivery of Hydrogen. Such consent letters must be furnished along with the bid.

c. Consortium

Bids may be submitted by a Consortium (including unincorporated Joint Venture) of maximum three members (One Leader/ Prime Member and two other members) with the following conditions:

- 1) The consortium arrangement shall ensure that each member (out of maximum 3) has at least 26% shareholding in the consortium.
- 2) Leader/ Prime Member of Consortium (including unincorporated Joint Venture) must meet not less than 48% of the financial qualification criteria. The other members of Consortium (including unincorporated Joint Venture) shall meet not less than 15% of the financial criteria.


Consortium where the members hold equal shareholding, any one of the members can be declared as a leader by the participating members

- 3) Consortium members together including the leader must cumulatively full fill the financial qualification criteria.


Consortium must meet Technical qualification criteria on the strength of its member or through the MOU routes according to PQ Matrix or combination.

In case bidding entity envisages to enter into an MOU arrangement as per matrix for technical qualification, such entity shall require to submit a consent letter from such proposed MOU partner(s) indicating that the validity of such MOU shall not be less than eight years (8) from the date of First delivery of Hydrogen. Such consent letters must be furnished along with the bid.

- 4) Members of consortium (including un-incorporated JV) shall not be entitled to use the experience of their respective parent companies.
- 5) One of the Members of the Consortium (including unincorporated Joint Venture) shall be companies/ firms incorporated and registered in India as per the Companies Act, 2013 or Partnership Act, 1932 or Shop and Establishment act and subsequent amendment of these Acts prevailing in India, as the case may be. The companies shall also comply with all other relevant statutory norms prevailing in India.

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 15 of 24


- 6) Detailed Consortium agreement in the form of Memorandum of Understanding (MOU) clearly indicating the roles and responsibilities of each member of the Consortium (including unincorporated Joint Venture), shall be submitted along with the offer.
- 7) Such a MoU shall have to be converted into a JV agreement within 4 months from the date of award of Letter of Acceptance (LoA), failing which LoA shall be withdrawn, and award terminated with forfeiture of EMD and other penal actions as specified in the General Condition of Contract (GCC) as well as elsewhere in the contract.
- 8) Any entity can either bid as a sole bidder or can be a member of only one Consortium (including unincorporated Joint Venture) bidding for the subject tender.
- 9) In case, the Consortium (including unincorporated Joint Venture) is awarded the job, a duly executed and Notarized Consortium (including unincorporated Joint Venture) Agreement shall be submitted before signing of Contract agreement with HPCL.
- 10) All correspondence for the execution of the job will be made with the Leader/ Prime member of the consortium.
- 11) The Consortium (including unincorporated Joint Venture) Leader/ Prime Member shall be authorized to incur liabilities and receive instructions for and on behalf of all members of the Consortium (including unincorporated Joint Venture). Payments shall be done, to either the Leader/ Prime Member or to the other Consortium (including unincorporated Joint Venture) members as per the Detailed Consortium (including unincorporated Joint Venture) agreement.
- 12) It is specifically agreed by the Consortium (including unincorporated Joint Venture) Members that in the event of the Leader/ Prime Member of the Consortium (including unincorporated Joint Venture) running into any financial problem and/ or otherwise fails to comply with any of Leader's/ Prime Member's obligations under the Contract at any time, other Member shall fully undertake total responsibility to provide all necessary financial resources for the project and shall comply with all the obligations of the Leader/ Prime Member under the Contract, in addition to his own obligations, for completing the project in time, without prejudice to the joint and several responsibilities of the Member and the Leader/ Prime Member.
- 13) Failure to honor the commitment as per the Responsibility matrix, will attract actions including but not limited to those defined under General Conditions of contract including holiday listing of Consortium (including unincorporated Joint Venture), Leader/ Prime Member and the other Member.
- 14) The Consortium agreement shall be signed by authorized representatives of consortium members and submitted to be legally binding on all the members jointly and severally for the fulfilment of the terms of the Contract and for discharge of liabilities of the Consortium (including un-incorporated JV) to HPCL

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 16 of 24

- d. All bidders shall be required to provide a declaration stating that they have not been suspended or banned or delisted by any government or quasi government agencies or Indian PSUs or GeM. If a bidder has been suspended or banned by any government or quasi government agencies or PSUs or GeM, this fact must be clearly stated and it may not necessarily be a cause of disqualification. If declaration is not given, the bid shall be rejected as non – responsive.
- e. Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit self-declaration in this regard.
- f. General Eligibility and Qualification conditions:
1. All eligible bidders meeting the eligibility criteria as defined in Instruction to Bidders (ITB) can participate in the tender.
 2. A firm determined non-performing by the Corporation shall not be eligible to bid during the period so determined.
 3. Even if a bidder meets the eligibility criteria and PQC, he shall be subject to disqualification if he or any of the constituent partners is found to have:
 - i. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
 - ii. records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, (The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out) and so on:

4.0 SUBMISSION OF BIDS & VALIDITY

- a. Bids are required to be submitted only through HPCL e-procurement site (<https://etender.hpcl.co.in>) using valid digital signature Certificates.
- b. Physical Bids / Offers or Bids through any other mode shall not be accepted. The Offers submitted through e-tendering system, as above shall only be considered for evaluation and ordering. Bids sent through E-mail/Courier/CD/Pen Drive shall not be accepted.
- c. Bidders are requested to get acquainted with the E-Tendering System in advance and obtain/seek clarifications, if any from E-proc helpdesk at: +91 22- 41146666 or +91 7710911191 on any day between 10.00 AM to 6.00PM IST except on Sundays/Public holidays.
- d. Validity of bid shall be 6 months from the bid due date / extended due date.

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 17 of 24

5.0 BID SECURITY /EARNEST MONEY DEPOSIT (EMD): Amount shall be as per clause no. 2.0 as above.

5.1. EMD/ IN SEALED ENVELOPE (OFFLINE MODE):

If the bidder is submitting the EMD thru offline mode, the Original Bank Guarantee (EMD Format attached) should be kept in sealed envelope and should reach to the following address before the Tender Due Date/ Extended Due Date & Time]:

The above Envelope shall be super scribed as follows:

EMD MONEY	
TITLE	: PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)
TENDER NO.	: 2400016775-HD-06600 / ALS
TENDER DUE DATE	: _____

NOTE:

The above sealed envelope shall be dropped in the tender box kept at the office of CGM- Materials, on or before the tender due date / extended due date.


Notes: (i) The envelope should be superscripted with the Respective Title (i.e., EMD), HPCL-VR's RFQ No., RFQ Date, RFQ Due Date, Tenderer's Name & Address.

(ii) Please note that **Non-receipt of EMD in physical form on or before Due Date/ Extended Due date and time shall lead to rejection of all such bids.**

(iii) In case Prices are mentioned in any of these envelopes, such Offers shall be summarily REJECTED, WITHOUT ANY reference to and/ or correspondence with the Tenderer.

Tenders received after the stipulated date and time for receipt of the tenders, due to any reasons what so ever shall be rejected.

The complete mailing address is as given below:

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 18 of 24

Attn: **OFFICE OF THE CHIEF GENERAL MANAGER - MATERIALS
MATERIALS DEPARTMENT - REFINERY
ADMINISTRATIVE BLOCK - A, FIRST FLOOR, WEST WING
MALKAPURAM
VISAKHAPATNAM -- 530 011
ANDHRA PRADESH, INDIA
* * ***


Tel : +91 891 286 4310 / 4327 / 4309
E-Mail: leelasai.arthimalla@hpcl.in / anitakonchanda@hpcl.in / davidpoddar@hpcl.in

- HPCL shall not be responsible for delay in receipt of the Tender(s) due to postal delay or any other reason whatsoever.
 - i. EMD shall in the form of Non-Revocable Bank Guarantee on INR 100/- (Rupees One Hundred only) non-judicial stamp paper (as per format enclosed) issued by a Scheduled Bank (other than Co-operative banks) and valid for 45 days beyond offer validity. **(OR)** Thru e-payment/wire transfer; thru HPCL's e-procurement portal. HPCL shall not be liable to pay any bank charges, commission or interest on the amount of bid security.
 - j. In case, EMD is in the form of irrevocable Bank Guarantee the same shall be from any Indian scheduled Bank or from a branch of an International bank situated in India and registered with the Reserve Bank of India as scheduled foreign bank. All Foreign Bank Guarantees will be confirmed by a bank located in India acceptable to the Corporation. SFMS confirmation should mandatorily submitted along with BG.
 - k. The bid security shall be valid for 45 days beyond the validity of the bid as specified in the Bidding Document. No interest shall be payable upon the Bid Security / EMD or any other amounts payable by the Seller to the Buyer under the Contract.
 - l. Bids without Earnest Money Deposit (EMD) / Bid Security will not be considered and will be summarily rejected, subject to exemptions as mentioned at clause no. 8 below.

5.2. Tenders received without Earnest Money Deposit will be rejected, subject to exemptions as mentioned at clause no. 5.7 below.

5.3. All foreign bank guarantees will be confirmed by a scheduled bank/branch located in India acceptable to the Corporation.

5.4. Issuance of Bank Guarantee shall be confirmed by the Bank directly to the HPCL preferably through Structured Financial Messaging System (SFMS), as it provides an RBI supported Integrated Platform for Bank Guarantee Verification.

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 19 of 24

For SFMS, the HPCL's Bank Details/other information are as follows:

ICICI Bank, Backbay Branch, Mumbai

IFSC Code : ICIC0000393

HPCL's Customer ID: 508902133

Unique Identifier Code (UIC) : HPCL508902133VR

Note : BG Issuance advice should mention applicable Unique Identifier Code (UIC) in row/field number 7037 of SFMS Delivery Report. The BG should be submitted as per the HPCL's format along with print out of SFMS Delivery report from the BG Issuing Bank Branch.

5.5. Vendors are required to submit Bank Guarantee from Nationalized Bank / Scheduled Bank (other than Cooperative bank). The list of Scheduled Banks as per RBI (Schedule II of RBI Act) is available on RBI website at https://m.rbi.org.in/scripts/bs_viewcontent.aspx?id=3657

From the list available under above link, Bank Guarantees from the following categories are only acceptable (for EMD/ABG/PBG or any other purpose):

- a. Scheduled Public Sector Banks
- b. Scheduled Private Sector Banks
- c. Scheduled Foreign banks in India
- d. Scheduled Small Finance Banks (only AU Small Finance Bank Limited).

HPCL wishes to inform that BGs shall not be accepted from Payments Bank and Small Finance Bank other than bank(s) specifically mentioned above.


5.6. Bidder's bid security/EMD will be forfeited if the bidder:

- i) withdraws or amends its / his tender;
- ii) impairs or derogates from the tender in any respect within the period of validity of the tender;
- iii) if the bidder does not accept the correction / loading as per bid terms of his bid price during evaluation;
- iv) if the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

f. Exemption of EMD/ Bid Security (Applicable for INDIAN BIDDERS only):

5.7. The following categories of tenderers are exempted from EMD (Bid Security) for Indian Bidders only:

- i) Indian Central / State Public Sector Enterprises: In the event of the tenderer being a Public Sector Enterprise, a declaration to that effect should be submitted.
- ii) Vendors registered as Micro / Small Enterprises (MSEs) in India: In the case of Vendors registered as MSEs, a copy of the relevant registration certificate or other such document specified by Government of India (currently Udyam Registration Certificate) to be submitted.
- iii) Indian Bidders having annual turnover of INR 500 Crore or more, at least in one of the past three completed financial year(s) are exempted from submission of EMD.

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 20 of 24

5.8. In cases of EMD exemption, Bidders shall sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids / request for proposals document, they will be suspended for a period of one year from being eligible to submit Bids / Proposals for contracts with the Procurement Authority. **If Bid declaration is not given, such bids will be rejected.**

5.9. In case, the EMD exemption letter / documents are uploaded in the HPCL e-proc site and hard copies are not received as on the due date, the offers shall be considered after due verification of the documents uploaded in the HPCL e-proc site.

6.0 INTEGRITY PACT

The Integrity Pact duly signed by the authorized official of HPCL and the contractor will form part of this contract / Purchase order. The bidder shall comply with the requirements of the Integrity Pact. Pro-forma of Integrity Pact, which is issued along with the bidding document shall be returned by the bidder long with technical bid, duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory.

BIDDER'S FAILURE TO RETURN THE INTEGRITY PACT ALONG WITH THE BID, DULY SIGNED, SHALL LEAD TO OUTRIGHT REJECTION OF SUCH BID.

If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, HPCL shall be entitled to demand and recover from bidder Liquidated damages amount by forfeiting the EMD/Bid security (Bid Bond) as per provisions of Integrity Pact.


If the contract has been terminated according to provisions of the Integrity Pact, or if HPCL is entitled to terminate the contract according to provisions of Integrity Pact, HPCL shall be entitled to demand and recover from the Contractor liquidated damages amount by forfeiting the Performance Bank Guarantee / Security Deposit as per Integrity Pact.

7.0 INSTRUCTIONS REGARDING SUBMISSION OF BIDS:

7.1. Bid shall be submitted under **2 bid** system in two PARTs as follows:

- EMD (THROUGH POST AS WELL AS IN E-PROC SYSTEM)
- PART-I: PRE-QUALIFICATION BID & UN-PRICED TECHNO-COMMERCIAL BID (THROUGH E-PROCUREMENT SYSTEM)

All the required documents pertaining to Pre-Qualification Criteria as required in this tender should be submitted online in the e-Proc system.


 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 21 of 24

➤ **PART-II: PRICED BID (IN E-PROCUREMENT SYSTEM)**

- 7.2. The bids prepared by the bidder, all correspondences and documents relating to the bids, exchanged by the bidder with HPCL, shall be written in English language only.
- 7.3. Bidders are requested to quote all the relevant information like taxes and duties, delivery period, and all other information as sought in the applicable columns in tender in the un-priced bid format.
- 7.4. Subsequent to the submission of bid, bidders are not allowed to change the price.
- 7.5. The bids prepared by the bidder, all correspondences and documents relating to the bids, exchanged by the bidder with HPCL, shall be written in English language.
- 7.6. Any printed literature furnished by the Bidder may be in another language, provided that the literature is accompanied by an authentic English translation, in which case, for the purpose of interpretation of the document, the English version will govern.

8.0 SEQUENCE OF BID OPENING:

- 8.1. First, the envelope super scribed with EMD shall be opened. After verification and establishing correctness of all the enclosures, PART-I i.e. Prequalification bid & Unpriced bid shall be opened in the e-proc site. After verification and establishing PQC & after establishing techno-commercial acceptability of the unpriced techno-commercial offers, the PART-II i.e. the priced offers of only PQC qualified & techno-commercially acceptable bidders shall be opened in the e-proc site.
- 8.2. Bidders are required to furnish all information and documents as called for in this document, in English language. Any printed literature furnished by the bidder may be in another language, provided that the literature is accompanied by an authentic English translation, in which case, for the purpose of interpretation of the document, the English version will govern.
- 8.3 HPCL reserves the right to assess bidder's capability and capacity to perform the contract by taking into account various aspects such as concurrent commitments and performance etc. of the Bidder, should the circumstances so warrant such assessment in the overall interest of the project. HPCL reserves the right to complete the evaluation based on the details furnished without seeking additional information.
- 8.4 Grievance Redressal: There is a Grievance Redressal Mechanism in HPCL for vendors, participating in the tender, the details of which are available on HPCL website www.hindustanpetroleum.com .
- 8.5 HPCL shall not be responsible for any costs or expenses incurred by bidder in connection with the preparation or delivery of Bids, including costs and expenses related with visits to the site.

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 22 of 24


8.6 Bids received after stipulated last date and time, due to any reasons what-so-ever, including postal delays, will not be considered.

8.7 HPCL reserve the right to reject any or all Bids received without assigning any reason.

8.8 Time and date of opening of price bids shall be intimated only to qualified and techno-commercially acceptable Bidders at a later date. Tender opening (unpriced bid as well as priced bid) will be done online at the time and dates specified in the tender. Vendors who have responded to the tender are requested to login at the specified date and time at HPCL e- procurement website (<http://etender.hpcl.co.in>) for witnessing the tender opening (unpriced bid as well as priced bid in case of technically accepted vendors)

8.9 Clarifications if any, can be obtained through e-mail
leelasai.arthimalla@hpcl.in/anitakonchanda@hpcl.in/davidpoddar@hpcl.in

Annexure-A
SELF-CERTIFICATION

 HPCL - VR	NOTICE INVITING TENDER	
	TENDER NO: 2400016775-HD-06600 / ALS	
	PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)	Sheet 23 of 24

I, _____ S/o/D/o of _____, working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company _____ having its registered office at _____ certify that all the details including documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer reference _____ against your Enquiry document _____, are true, authentic, genuine and exact copy of its original.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted has been made having full knowledge of (i) the provisions of the Indian laws in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of bidding conditions which entitle the HPCL to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that further documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

DECLARATION

I, _____ S/o/D/o of _____, working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company _____ having its registered office at _____ with reference to our bid _____ against your Enquiry document _____, declare that in case, at a later date, any of the document submitted in our bid referred above is found to be false/forged or fabricated, I, shall be held responsible for the same and HPCL has every right to take action against me and my company, as deemed fit as per provisions of the Bidding right to put our company on Holiday/Black list for future business with HPCL.

Specimen Signature of authorized representative

Signature
Name & Designation (CEO or CFO or Company Secretary)

FORM - X

PAST/ SIMILAR EXPERIENCE IN SUPPORT OF PQC



HPCL - VR

NOTICE INVITING TENDER

TENDER NO: 2400016775-HD-06600 / ALS

**PROCUREMENT OF GREEN HYDROGEN FOR VISAKH
REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25
YEARS)**

Sheet 24 of 24

Sl. No	Description of work	Client contact no. & e-mail address	Contract value	Contract award date	scheduled completion date	actual completion date	actual completed value	remarks

Note : Copies of work order(s) and completion certificate(s) etc. for one or more jobs should be submitted by the Bidder along with the bid so as to meet the bidder qualification criteria stipulated in the bidding document.

SIGNATURE OF BIDDER : _____

NAME OF BIDDER : _____

COMPANY SEAL : _____



Supply of Green Hydrogen (5 KTPA) on Build Own Operate (BOO) basis to Visakh Refinery of Hindustan Petroleum Corporation Limited.

Bids are invited in Two-Bid System [Part-A Techno Commercial Part; and Part-B Priced Part] on behalf of Hindustan Petroleum Corporation Limited (HPCL) for subject work in the form of electronic mode.

1. Type of Bid: Global bidding, Two Bid System.
2. Time Schedule: 33 Months (30 Months for mechanical completion including land acquisition + 3 Months for commissioning) from the date of issue of Notice of Award / Letter of award for first delivery of Hydrogen Gas.
3. Earnest Money Deposit (EMD): As per NIT

4. Definitions and principle of interpretation

4.1. Definitions

- “**Abandon**” shall mean (to the extent not caused due to Force Majeure and/or reasons attributable to HPCL not performing its obligations under this Agreement for a continuous period of 90 days) failure by BOO Operator to perform substantial portion of its obligations under this Agreement for a continuous period of 90 (ninety) days or cessation of substantially all activities relating to design, build, procurement, engineering, financing, construction, completion, operation and maintenance of the GHGU for a continuous period of 90 (ninety) days.
- “**AGA**” shall mean the American Gas Association.
- “**API MPMS**” shall mean the American Petroleum Institute Manual of Petroleum Measurement Standards.
- “**Applicable Laws**” shall mean (a) all applicable statutes, laws, enactments, act of legislature, ordinances, notifications, circulars, rules, regulations, bye laws, approvals, directions directives, guidelines, policies; and (b) writs, injunctions, judgments, arbitral award, decrees or any similar form of decision of, or determination by, or any interpretation, policy or administration, or agreement by, any Relevant Authority having jurisdiction over the matter in question, whether in effect on the date of this Agreement or thereafter during the subsistence thereof, applicable to the Project.
- “**Bid**” shall mean the Bid initiated by HPCL for purchase of Green Hydrogen dated [·].



- **“Bidding Documents”** shall mean all documents issued by HPCL in relation to the Project, as modified, altered, amended and clarified from time to time by HPCL.
- **“Certificate of Operational Readiness”** shall have the meaning assigned to such term in Clause 10.5 of GHPA.
- **“Commissioned”** shall have the meaning assigned to such term in Clause 10.5 of GHPA.
- **“Construction Schedule”** shall have the meaning assigned to such term in Clause 8.2 of GHPA.
- **“CP Long Stop Date”** shall have the meaning assigned to such term in Clause 3.1 of GHPA.
- **“Delivery Point”** shall refer to the designated location on the Refinery boundary where the operator must deliver GH2 to HPCL
- **“Dispute”** shall have the meaning assigned to such term in Clause 39.1 of GHPA.
- **“Encumbrance”** shall mean and include any mortgage, pledge, lien, charge, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, or other agreement, arrangement or action, the effect of which is the creation of security, charge, lien or other such obligations and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Operator’s Production Site.
- **“Financial Closure”** shall mean the fulfilment of all conditions precedent to the initial availability of funds under the Financing Agreements.
- **“Financial Year”** shall mean the period commencing from April 1 of a year and expiring on March 31 of the succeeding year. The first Financial Year in respect of this Agreement shall mean the period commencing from the date of this Agreement, until March 31 of the succeeding year.
- **“Financing Agreements”** shall mean any agreement executed by BOO OPERATOR in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the GHGU.
- **“First Delivery Date”** shall mean the date on which the GHGU actually commences delivering Products at the Delivery Point to HPCL, subject to and in accordance with the terms of this Agreement
- **“Green Hydrogen (GH2) Base Rate”** shall mean a flow rate of [625 Kg/hr].
- **“Green Hydrogen (GH2)”** or **GH2** or **Gaseous Green Hydrogen** shall mean the



hydrogen gas generated by BOO OPERATOR at the GHGU by electrolysis of water using Renewable Energy (which satisfies the definition of green hydrogen as defined by MNRE vide notification dated August 18, 2023 and which shall be delivered to HPCL at the Delivery Point.

- **“GHGU”** shall mean a green hydrogen generation unit situated within the Production Site where BOO OPERATOR shall undertake generation of Green Hydrogen (GH₂) (GH₂) based on electrolysis of water using Renewable Energy and shall include the Interconnecting Pipelines, necessary ancillary facilities, equipment, systems.
- **“Good Industry Practice(s)”** shall mean the exercise of those practices, methods, techniques, standards, reliability, degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the same type of undertaking in so far as it is not inconsistent with the Applicable Laws and shall include those procedures, practices, methods, techniques and standards prevailing internationally and in India as changing from time to time, that are generally accepted for use in generation of hydrogen gas by electrolysis of water using energy derived from RE sources.
- **“Government”** shall mean the Government of India, the Government of the State of Andhra Pradesh, and all other authorities, and any of the duly authorised agencies, authorities, departments, commissions, regulators, inspectorates, ministries or persons (whether autonomous or not).
- **“Guaranteed Quantity”** means HPCL’s demand for Green Hydrogen (GH₂) at 5,000 MT per annum or 625 Kg/hr on 8000 hours’ basis.
- **“HAZOP”** shall mean the Hazard and Operability study.
- **“HPCL Event of Default”** shall have the meaning assigned to such term in Clause 32.4 of GHPA
- **“Hydrogen Distribution Network”** shall mean the system of trunk and service pipelines to be constructed, operated and maintained inside the refinery by HPCL at its own cost and expense for receipt and transportation of Green Hydrogen (GH₂) from the Delivery Point to the Refinery or such other location as HPCL may deem fit.
- **“Independent Consultant”** shall mean a neutral third party having relevant experience and expertise for discharging such obligations as may be entrusted to such person with HPCL consent at the cost of BOO OPERATOR.
- **“Information”** shall mean and include any and all facts, knowledge and information of any nature whatsoever, whether written, oral, in electronic, magnetic and/or optical form or otherwise, concerning the business, operations, prospects, finances, including manuals, data, drawings, books, records, photographs, video recordings



and documents.

- “**Interconnecting Pipelines**” shall mean pipelines, equipment, fixtures and other ancillary systems from the GHGU upto the Delivery Point.
- “**LCOH**” shall mean the Levelized unit cost of Green Hydrogen, which shall be calculated considering the total cost viz., CAPEX, OPEX towards power & utilities consumed, maintenance & repair, depreciation of assets, during the contractual period, for the total Green Hydrogen produced during the Contractual period.
- “**Letter of Award**” shall mean the letter issued by HPCL for award of the Bid to the qualified and selected bidder dated [.].
- “**Maximum Permissible Scheduled Outage Time Period**” shall mean the time period wherein both HPCL and BOO OPERATOR mutually agrees for a scheduled period with an advance notice in writing as per clause 14.2 of GHPA.
- “**Maximum Permissible Unscheduled Outage Time Period**” shall have the meaning assigned to such term in Clause 14.1 of GHPA.
- “**MNRE**” shall mean Ministry of New and Renewable Energy, Government of India.
- “**MT**” shall mean 1,000 (one thousand) kilograms.
- “**Off-Spec**” shall have the meaning assigned to such term in Clause 24.7 of GHPA.
- “**Operational Readiness**” shall have the meaning assigned to such term in Clause 10.2 of GHPA.
- “**Operations Period**” shall mean the date commencing from the First Delivery Date and which shall be co-terminus with the Term of this Agreement.
- “**Operator Conditions Precedent**” shall have the meaning assigned to such term in Clause 3.1 of GHPA.
- “**Operator Event of Default**” shall have the meaning assigned to such term in Clause 32.1 of GHPA.
- **Parties** mean HPCL and BOO Operator.
- “**Performance Security**” shall have the meaning assigned to such term in Clause 7.1 of GHPA.
- “**Permits**” means all authorizations, consents, approvals, clearances, no objection certificates, permissions, licenses, permits, registrations, rulings, exemptions or other authorization of whatsoever nature, which is required to be obtained, procured or maintained under Applicable Laws.
- “**Product**”/ shall mean Green Hydrogen (GH₂).
- “**Production Site**” or “**Operators Production Site**” shall refer to a site arranged by BOO Operator for the construction of GHGU plant.



- **“Purchase Price of GH2”** shall mean the price of GH2 (LCOH) quoted by the Successful Bidder as per the Bidding Documents, at which price the GH2 shall be sold and purchased under GHPA defined in this tender.
- **“Refinery Shutdown”** shall have the meaning assigned to such term in Clause 15 of GHPA.
- **“Refinery Site”** shall refer to a HPCL Visakh Refinery in the state of Andhra Pradesh.
- **“Regulatory Shutdown”** shall have the meaning assigned to such term in Clause 14.3 of GHPA.
- **“Relevant Authorities”** shall mean any (a) Government; (b) Ministry of Petroleum & Natural Gas; (c) Chief Controller of Explosives; (d) Petroleum and Explosive Safety Organization; (e) other regulatory authority having jurisdiction in relation to the activities contemplated under this Agreement as per Applicable Laws; and (f) non-governmental agencies.
- **“Renewable Energy”** or **RE** shall mean electrical energy sourced from solar/wind/hydro power or pumped storage hydropower using renewable energy or any other renewable energy plants owned and/or operated by BOO OPERATOR or its affiliates or by third parties used by BOO OPERATOR for production of Green Hydrogen (GH2) at the GHGU.
- **“Right of First Refusal”** shall have the meaning assigned to such term in Clause 19 of GHPA.
- **“Sanctions”** shall mean any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Governmental Authority in (a) the Republic of India; (b) the United States government; (c) the United Nations; (d) the European Union; (e) the United Kingdom; or (f) the respective governmental institutions and agencies of any of the foregoing, including without limitation, and His Majesty’s Treasury.
- **“Sanctions List”** shall mean the “Specially Designated Nationals and Blocked Persons”, Sectoral list issued by OFAC, the Consolidated List of Financial Sanctions Targets issued by Her Majesty’s Treasury, or any similar list issued or maintained or made public by any of the Sanctions Authorities.
- **“Scheduled Commencement of Supply Date (SCSD)”** shall refer to the date falling 33 (Thirty three) months from the date of issue of LOA/Letter of Award.
- **“Scheduled Outage”** shall mean a planned Shutdown of GHGU that has been duly notified by BOO OPERATOR to HPCL in writing, in advance, for the purposes of undertaking inspection, testing, corrective maintenance, repairs, replacement or improvement as the case may be, together with any other maintenance measures that BOO OPERATOR proposed to undertake at the GHGU in accordance with



Good Industry Practice.

- **“Shut Down”** shall mean the time period during which there is complete stoppage of delivery of GH2 by BOO OPERATOR at the Delivery Point. The Shut Down Period shall be deemed to have ended upon resumption of delivery of GH2 at the Delivery Point in accordance with the Operation Guidelines, Specifications, Applicable Law and the terms of this tender.
- **“Specifications”** shall mean quality parameters, performance characteristics and values that shall be required to be adhered to by GH2 at the time of delivery at the Delivery Point as specified in the tender.
- **“Tax”** shall mean any and all taxes, levies, imposts, duties, charges, deductions, cess, surcharge or withholdings that are, or that are to be, imposed, levied, collected withheld or assessed by either Government of India, state government of Andhra Pradesh and/or any local authority together with any and all interest, penalties, claims or other liabilities arising under or relating hereto, including any applicable stamp duty and registration charges.
- **“Term”** shall have the meaning assigned to such term in Clause 2 of GHPA.
- **“Trial Operations”** shall mean trial operations to be conducted by BOO Operator in order to establish that the GHGU has achieved Operational Readiness.
- **“Unscheduled Outage”** shall mean an unplanned Shutdown of GHGU that has not been scheduled in advance and notified by BOO OPERATOR to HPCL for the purposes of performing works on specific components, which should not, in the opinion of BOO OPERATOR, be postponed until the next Scheduled Outage but shall exclude the period of Scheduled Outage.

4.2. Principles of Interpretation

- (a) reference to a “law” includes all Applicable Laws and any decree, judgment, legislation, direction, order, ordinance, regulation, bye-law, statute, notification, circular, guideline, rule, statutory instrument or other legislative measure, with which any party is required to comply by law (and “lawful” and “unlawful” shall be construed accordingly);
- (b) references in the singular shall include references in the plural and vice versa;
- (c) a reference to a “day” means a calendar day and a reference to a year means Indian Financial Year;
- (d) references to a particular Clause, paragraph, sub-paragraph, Schedule or Attachment shall, except where the context otherwise



requires, be a reference to that Clause, paragraph, sub- paragraph or Schedule to this Tender;

- (e) terms defined in the Schedules hereto shall have the meanings ascribed thereto in the Schedules when used elsewhere in this Tender;
- (f) the words “written” and “in writing” includes a facsimile/electronic transmission and any means of reproducing words in a tangible and permanently visible form with confirmation of the transmission;
- (g) the words “include” and “including” are to be construed without limitation;
- (h) in the event of conflict or inconsistency among the standards or codes stipulated in Applicable Laws, the Indian standards and codes shall apply;
- (i) the Clauses and the Schedules are to be interpreted in a harmonious manner. However, in case of any ambiguity or discrepancy between the Clauses and the Schedules, the Clauses shall prevail;
- (j) if any payments due hereunder become payable on a day when principal commercial banks in India are closed for business or a day which is declared a holiday, such payments shall be deemed due and payable on the next business day thereafter;
- (k) the table of contents, headings or sub-headings in this Tender are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Tender;
- (l) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (m) any reference to “hour” shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hour of the clock and 5.30 (five thirty), 6.30 (six thirty), 7.30 (seven thirty) and so on being hours on the half hour of the clock;
- (n) reference to a “business day” shall be construed as a reference to a day (other than a Sunday and Public Holidays as declared by the State of Andhra Pradesh) on which banks in the State of Andhra Pradesh are generally open for business;



- (o) references to any date, period or project milestone shall mean and include such date, period or project milestone as may be extended pursuant to this Tender;
- (p) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this tender is not a business day, then the period shall run until the end of the next business day;
- (q) references to any gender shall include the other and the neutral gender;
- (r) “lakh” means a hundred thousand (100,000) and “crore” means ten million (10,000,000);
- (s) time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.

4.2.1. Any word or expression used in this Tender shall, unless otherwise defined or construed in this Tender, bear its ordinary English meaning and, for these purposes, the Indian General Clauses Act, 1897 shall apply.

4.3. Measurements and arithmetic conventions

4.3.1. All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

- (a) “Normal Cubic Meter” or “Nm³” used as a measure of Green Hydrogen means that quantity of Gaseous Hydrogen which in gaseous form would occupy a volume of one cubic meter at 0 degrees’ Celsius temperature and 1 atmospheric pressure (equal to 1.0133 bar and 273.13-degree K). Such quantity is herein referred to as “Normal Cubic Meter” or “Nm³”.
- (b) “Nm³/h” used as a measure of Green Hydrogen shall mean an instantaneous rate of flow which would be equivalent to one (1) Nm³ if continued for a one (1) hour period at required pressure. The normal condition in Nm³ refers to zero degree Celsius and 1.01325 bar absolute pressure.
- (c) “Kg/hr”- used as a measure of Green Hydrogen shall mean an instantaneous rate of flow which would be equivalent to one (1) Kilogram of Green Hydrogen if continued for one (1) hours period at



- required pressure
- (d) "Tonne" used as a measure of Green Hydrogen, means 1000 Kg of Green Hydrogen.
 - (e) "Tonne/hr (T/h)" used as a measure of Green Hydrogen shall mean an instantaneous rate of flow which would be equivalent to one (1) Tonne of Green Hydrogen if continued for one (1) hours period at required pressure.
 - (f) "Pressure" means the pressure (gauge pressure) of the Product.

4.4. Damages

The damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss (as it is difficult or impossible to determine the actual losses) and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages").

5. Introduction:

5.1. HPCL operates a 15 MMTA Refinery at Visakhapatnam. Various units in the Refinery consume Hydrogen, which is presently produced from Steam Methane Reformers (Grey Hydrogen). HPCL intends to partly replace Grey Hydrogen with Green Hydrogen.

5.2. HPCL intends to procure Green Hydrogen on Build Operate Own (BOO) to its Visakh Refinery. This tender is being floated to invite bids from reputed companies to supply 5 KTPA of green Hydrogen for a period of 25 years.

6. Green Hydrogen requirement details:

6.1. The Green Hydrogen Generation Unit (GHGU) shall be designed to supply 5 KTPA of Green Hydrogen (operating hours 8,000).

6.2. Range of supply: The GHGU shall be designed to operate as given below:

- a. Electrolyzer turndown: 10 to 30% of plant design capacity.
- b. Nominal Hydrogen Supply should be 625 Kg/Hr
- c. Minimum Hydrogen supply should be more than 30% of Nominal Supply
- d. Maximum Hydrogen supply should be less than 140% of Nominal supply
- e. The maximum variation any hour compared to previous hour shall be limited to 200 kg/hr.

6.3. HPCL will purchase a minimum of 5,000 TPA of Green Hydrogen from the BOO Operator. It may be noted that monthly variation in Green Hydrogen quantity is allowed with mutual consent subject to clause 6.2 but the annual Green Hydrogen quantity should not be more than 5,000 MT.

Bids for supplying Green Hydrogen lower than 5 KTPA will be summarily rejected.

6.4. Green Hydrogen shall have the following minimum specification:

Parameters	Values	TEST METHOD
Hydrogen purity	99.9 mol. % min.	



Parameters	Values	TEST METHOD
CO	1 ppmv max	ASTM D2504
CO2	10 ppmv max	ASTM D2505
Chlorides	<0.1 ppmv	Draeger tube 8103481
Chlorine+ Chlorides	1.0 ppmv max	Draeger tube 8103481
CH4	0.1 mol%	ASTM D2505
Nitrogen	Basic Nitrogen <0.1 ppm Total Nitrogen <1ppm	ASTM D2504
H2O	50 ppmv max	
Oxygen	5 ppmv max	
KOH	NIL	
Metals, ppm)	NIL	ASTM D6350 for Hg

Notes:

- i. Bidder to report Molecular weight, Kg/Kmol for product Hydrogen.
- ii. Bidder to report Dust Distribution (>10micrometer & <10micrometer) in mg/Nm³ for product Hydrogen
- iii. Bidder to indicate any other impurities which can be present along with their typical level. HPCL will evaluate the same and will confirm its acceptable level based on feedback from process unit Licensor feedback.
- iv. The test method shall be mutually agreed during the contractual period with successful bidder.

6.5. Battery limit conditions:

The following feed and product battery limit conditions to be followed or provided by BOO Operator at Delivery Point:

Green Hydrogen (GH ₂)	Minimum	Normal	Maximum
Pressure, kg/cm ² g	22	23	25
Temp, deg C	Ambient	40 (or Ambient)	40

7. Scope of work of BOO Operator:

7.1. Land for Green Hydrogen Plant: The BOO Operator shall select the project location and acquire land for the project.

7.2. Design, Supply, Construct, test, commission Electrolyzer Package (proven Alkaline, PEM Technologies or equivalent in the field of water electrolysis) for generating the annual green Hydrogen quantity of 5 KTPA on 8000 hours' basis along with associated facilities (like Power



System Package, DM Water Package, De-Oxidizer Package, Hydrogen purification Package, Compressor Package).

- 7.3. BOO Operator shall conduct detail survey of interconnecting piping routing from GHGU to Delivery point. BOO Operator shall acquire the required Right of Way or any other legal requirement for laying Pipe line and other infrastructure from GHGU to Delivery Point. The routing has to be consented by HPCL before execution of the interconnecting piping routing scheme. BOO Operator to construct, test, commission the Hydrogen line, up to Delivery Point indicated by HPCL.
- 7.4. BOO operator shall be obligated to ensure that the interconnecting pipeline is designed and constructed in such a manner that it is compatible with HPCL's Hydrogen Distribution Network. BOO operator to conduct HAZOP study and Hazop recommendations to be implemented at no additional cost to HPCL. HPCL will participate in Hazop study for the nodes related to interconnecting pipeline.
- 7.5. Design & development of flaring facilities including associated flare piping & KOD (as per applicable as per statutory or local requirement).
- 7.6. Effluent Treatment Plant (ETP) package with Zero Liquid Discharge (ZLD) & any other package / Equipment / item, as per applicable as per statutory, regulatory or local requirement applicable at the GHGU Plant.
- 7.7. Sourcing of all the utilities (Raw water, DM water, service water, drinking water, cooling water, Instrument / Plant air, Nitrogen etc.) during construction as well as operation stage will be in the BOO operator's scope.
- 7.8. Design, Supply, Construct, test and Commission facilities for all Utilities including Raw water, DM water, service water, drinking water, cooling water, Instrument / Plant air, Nitrogen etc.
- 7.9. Metering System at delivery point for measuring of GH2 as specified in the tender as given in Clause 16 of tender.
- 7.10. Renewable Energy (RE) requirement of Green Hydrogen Plant: The BOO Operator can either have its own RE Power Plant or shall buy RE power under a Power Purchase Agreement (PPA) for meeting the power requirement for Green Hydrogen Plant. In the bid submitted by BOO Operator, it would be required to submit the details of how it is going to meet the power & energy requirement for the proposed GHGU.
- 7.11. BOO operator to import power through independent transmission line connected to State Transmission Utility (STU) or Central Transmission Utility (CTU). Development of entire transmission infrastructure including necessary liaising with concerned central, state & regulatory authorities, obtaining of statutory & regulatory clearances, open access charges, transmission charges, demand charges, etc. as applicable for ensuring successful erection,



commissioning & operation of the power import facility for Green Hydrogen Unit shall be in the scope of BOO Operator. The distribution grid transformers to be used shall match the load requirements of the proposed plant at all capacities of operation.

- 7.12. Design, Supply, Construct, test and Commission of all Mechanical, Civil & Structural, Electrical & Instrumentation Items (i.e. Equipment, Package/Units (Process and Utilities), Bulks items, Storage Tanks, etc.) as applicable/required for the Complete facilities utilized for Green Hydrogen generation.
- 7.13. Design (including structural & architectural) & Construction of all buildings required for storage purpose, Security Office, Operator office, Canteen, Administrative Office, Workshop, full-equipped Laboratory, Control-Room (s), Satellite Rack Room (SRR), Sub-station(s), fire fighting system etc., as required Operation & Maintenance of the Project facilities.
- 7.14. Construction of Boundary Wall or fencing of requisite height with gates, all around the project plot area, meeting the statutory, local laws & OISD requirements.
- 7.15. The job scope shall include Licensing, Basic Design, Development of Process Package, Residual Process Design, Detailed Engineering, HAZOP/HAZID/SIL Study, QRA/ RRA, EIA & Other Safety Studies as applicable, all Statutory Approvals & their compliance / mitigation, Total Procurement (including all supply of all items, equipment and construction material, chemicals, Supply of Adsorbents/Catalysts, first fill of chemicals and lubricants consumables for commissioning & Operation, special tools and tackles, Pre-Commissioning Spares, Commissioning Spares, Start-up spares & operational & Maintenance spares, fabrication, erection, Installation of all plant machinery, erection of piping, electrical, instrumentation, all Civil & Structural Works related to the Unit/Project, transportation, Insurance, loading / unloading, Storing & material control, Construction of Temporary facilities, temporary work, painting, insulation, fire-proofing, Construction, inspection, testing, Pre- commissioning, Commissioning and conducting performance guarantee test runs (hereinafter referred as "PGTR"), so as to complete the Green Hydrogen Unit along with interconnection with HPCL Visakh facilities, in all respects and Operation of the Green HGU to deliver Green Hydrogen of the required quality and quantity at the proposed GHGU battery limits, preparation of Plant/Equipment/Package specific operating manual for Unit for sufficient, safe operations, start-up and shut down and emergency handling of the facilities/unit.
- 7.16. **Green Hydrogen Certification / Guarantees of Origin:**
BOO Operator to calculate and submit the Carbon intensity calculation of GH₂ at the Delivery Point as per guidelines by MNRE notification dated August 18, 2023 and amended from time to time, released by Ministry of New and Renewable Energy (MNRE). The overall Carbon intensity (as per current MNRE notification) from the Project, including supply chain logistics, shall be limited to a maximum of 2 kg of CO₂ per kg of Green Hydrogen produced. BOO Operator shall provide certification through third party accredited under MNRE for the carbon



intensity estimation. HPCL may also through its authorized agencies verify the carbon intensity of supplied green Hydrogen.

The products and the production process will have to be compliant with the requirements for certification of GH2 as specified by the MNRE, as revised from time to time.

7.17. Statutory approvals for the facility:

BOO Operator shall be responsible for obtaining all Statutory approvals (such as PESO, OISD, CPCB, State PCB etc.), clearances, NOC & License, as required for the construction, commissioning and Operation of the Plant/facility including payment of statutory fees, as applicable. BOO Operator shall carry out all modifications / alterations as directed by Statutory bodies & local laws or other government agencies at its own cost and expense.

7.18. BOO Operator at its own cost and expense shall obtain and maintain adequate insurance coverage during construction phase & operation of the plant. BOO Operator shall also be responsible for insurance of its personnel working at the site, equipment, and materials. Insurance should cover against all risks, damages, and losses related to the GHGU or any other liability arising on account of applicable law.

7.19. The security and watch and word of BOO Operator's complete facilities during construction phase & Operation of the plant shall be the responsibility of the BOO Operator. Since the BOO Operator plant will be near to the refinery, as a precautionary measure, in case of emergency, the BOO Operator to communicate to HPCL about any situation which may lead to any harm to HPCL refinery or compromise its safety.

7.20. Soft signals at HPCL Visakh Refinery

BOO Operator to provide the below minimum soft signals including DCS indication at HPCL Visakh Refinery:

- a. Import power consumption
- b. Feed water to Electrolyzer(s) (individual and combined)
- c. Oxygen venting (individual and combined)
- d. Green Hydrogen supply flow, Pressure & Temperature at Green Hydrogen unit battery limit (GHGU).
- e. Green Hydrogen supply flow, Pressure & Temperature at HPCL Visakh Refinery battery limit (Delivery Point).
- f. BOO Operator scope shall include all the hardware requirements including cable laying if required till refinery.

7.21. In case of storage at BOO Operator's plant, the GH2 produced may be stored in the suitable storage facilities. BOO Operator shall obtain necessary approvals from applicable statutory bodies complying with all the applicable statutory and safety standards and regulations.

7.22. Responsibility of safe disposal of any surplus or unsold Green Hydrogen lies with BOO Operator. Responsibility of safe disposal of Oxygen lies with BOO Operator. Responsibility of safe disposal of any other product/byproduct/scrap etc is in the scope of BOO Operator.



7.23. The Operator has acquainted itself in general with all local conditions before purchasing / taking on lease the land and all its responsibilities for compliance to applicable laws (including but not limited to right of way for laying pipeline and electrical transmission network, etc.) and regulations applicable as per the statute and has obtained all other information on its own as to risk, contingencies & any other circumstances which may influence or affect the work and other requisites for proper installation, operation and maintenance of the GHGU after due inspection of site and surrounding and scrutiny of other related factors which shall be applicable.

8. HPCL scope:

- 8.1. Green Hydrogen Network inside HPCL battery limit will be built by HPCL.
- 8.2. Purchase Green Hydrogen (GH₂) corresponding to the Guaranteed Quantity at the Delivery Point, subject to and in accordance with the terms of this Agreement;
- 8.3. Pay all undisputed monthly bills / invoices raised by BOO Operator under the provisions of this Agreement by the due date for such payment, in accordance with the terms of this Agreement.

9. Meetings:

- 9.1. **Management Meeting:** HPCL shall hold monthly meetings from initial phase of the project after finalization of contract with BOO Operator to review and evaluate the overall status and progress of the work and other matters relating to the work and to review BOO Operator's monthly report.

10. Start up and commissioning:

- 10.1. After completion of construction and prior to startup of the GHGU facility, joint team of BOO Operator & HPCL will inspect the facility to check the readiness in accordance with the process and safety standards. In the course of such an inspection, joint team representatives shall indicate in writing those adjustments, alternations and/ or repair relating to the Unit/ Facility/ equipment as it deems necessary for start-up, commissioning and performance test run. All punch-points proposed by the team and any modifications required for safe and smooth startup of the facilities will be incorporated by BOO operator and same needs to be implemented before commissioning of the unit at BOO Operator's own cost and expense. BOO Operator shall also arrange services of OEMs for necessary assistance during inspection & start-up at site. The responsibility for correctness of the facility shall lie with the BOO Operator only.



11. Performance test

For the purpose to demonstrate that the UNIT/facility meets guarantees, performance tests shall be carried out by BOO Operator in presence of HPCL's designated representatives after commissioning the plant. The performance test shall be carried out as per electrolyser OEM's performance test procedure/BIDDING DOCUMENT/BDEP/Operational Manual/codes & specifications

12. Performance guarantee:

The BOO Operator shall be responsible for performance guarantees as per the provisions of this Tender, in terms of product quality and rated capacity including turn down capacity of the unit

13. Performance security:

BOO OPERATOR shall submit a performance bank guarantee, issued by a scheduled commercial bank in India, in the format set out in this tender, for an amount equal to 3 % of the project cost (Project cost = LCOH x Annual Capacity x 7.5), drawn in favour of HPCL and payable at Visakhapatnam subject to and in accordance with the terms of this Agreement ("Performance Security").

The Performance Security shall remain valid and in full force for a period not less than 06 (six) months after the first delivery date of product and an additional claim period of 1(one) month after expiry date of bank guarantee.

Notes Regarding Bank Guarantee Confirmation:

Bank Guarantee from Nationalized Bank/ Scheduled Bank (other than Cooperative bank) along with the following:

- The issuing bank is on SFMS platform
- BG contains following details:
 - o Beneficiary's bank Name: ICICI Bank
 - o IFSC Code: ICIC0000393.
 - o HPCL's Customer ID: 508902133
- BG Issuing Bank should send the BG Issuance advice through SFMS to HPCL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC: ICIC0000393)
- BG Issuance advice should mention applicable Unique Identifier Code (UIC) in row/field number 7037 of SFMS Delivery Report.

HPCL Location	Unique Identifier Code (UIC)
Visakh Refinery	HPCL508902133VR



The BG should be submitted as per the enclosed format along with print out of SFMS Delivery report from the BG Issuing Bank Branch”

14. Payments security:

Within 7 (seven) days of the First Delivery Date, HPCL shall open a standby revolving letter of credit / Bank Guarantee in favor of BOO OPERATOR for an amount equal to 1 month average invoice value (“Standby Letter of Credit / Bank guarantee”) which shall remain in force during the term of the agreement. Monthly average invoice value/ Standby letter of credit shall be of value equal to $(LCOH \times \text{Annual guaranteed offtake quantity} / 12)$

15. Change in technology in the operation period:

BOO OPERATOR may change the technology or type or configuration of electrolyzers and/or renewable power generation plant and/or energy storage system during contractual period with the consent of HPCL and without any additional financial impact to HPCL. However, such changes will be allowed by HPCL with adequate justification submitted by BOO operator along with the proposal for new technology. Further, such changes in technologies to be mutually beneficial and BOO OPERATOR should reduce the LCOH in such cases with mutual consent. Accordingly, BOO OPERATOR will pass the 50% benefit to HPCL, by way of reducing LCOH to that extent for the balance contractual period. During such upgradation, BOO operator is allowed to non-supply of Green Hydrogen to the time period which will be mutually agreed by HPCL and BOO Operator in writing. Balance time, Price reduction shall be applicable.

16. Metering:

16.1. BOO operator shall at its own expense install all flow meters, for measuring Green Hydrogen (GH₂). The meters so installed by BOO operator shall be owned by BOO operator throughout the term of the Agreement. The total volume of supply of Hydrogen supplied to HPCL shall be measured by these meters. The meters used for measurement of Green Hydrogen (GH₂) shall be integrating type flow meters and measurement of the Products shall be in weight, the unit of which shall be the Kg/Hr (Kg/H).

16.2. BOO Operator shall submit quality parameters of flow meters, to be installed at the Delivery Point for measuring Green Hydrogen (GH₂) to HPCL for its review prior to procurement. HPCL shall be obligated to provide its comments with respect to quality parameters of flowmeters of Green Hydrogen (GH₂) promptly normally within 07 working days unless there are any pressing issues but no later than within 30 (thirty) days from the day when such specifications were submitted by BOO Operator. Any disagreement on these quality parameters shall be settled mutually between HPCL and BOO Operator.

16.3. All meters shall be installed at the Delivery Point. The meters shall, to the extent not explicitly provided herein, be operated by BOO Operator on terms that have been mutually agreed with HPCL.

16.4. The meters for the purpose of billing for Green Hydrogen (GH₂), shall be under the custody of BOO Operator. BOO Operator agrees that it shall not interfere or tamper with the readings of the meters.

16.5. Meters shall be designed, installed and operated in accordance with recognized international standards viz. API MPMS, AGA from time to time, during the Term of the



Agreement, as described in detail in Schedule A (given at the end of this clause) provided by HPCL. All costs pertaining to updation of the meters, from time to time, on account of revisions, updates, amendments shall be solely borne by BOO Operator. Further BOO Operator shall ensure that the meters installed by BOO Operator are at all times compliant with applicable Bureau of Indian Standards and Applicable Laws and/or Statutory/Regulatory Compliances.

- 16.6. The locking arrangement for the metering equipment shall be mutually agreed between the Parties. All invoicing shall be made based on joint reading of BOO Operator's metering equipment on monthly basis or at a frequency mutually agreed between BOO Operator and HPCL. Representatives from both HPCL and BOO Operator shall be present at the time of reading of meters. In case BOO Operator's or HPCL's representative is not present for the joint reading at the agreed date and time as above, BOO Operator shall submit the invoice based on the reading taken by BOO Operator/HPCL present and interim payments shall be made to BOO Operator accordingly. In such condition, the invoice along with relevant debit/credit note for the subsequent billing period shall be prepared based on the cumulative reading for the immediate previous billing period(s) for which interim payments have been released and net payment due to BOO OPERATOR shall be made by HPCL.
- 16.7. All the measurement data as provided in the Instrument Schedule A (given at the end of this clause) shall be accumulated including any verification or proving (as applicable) computed in the respective stream flow computers using pulse signal in the control room in an audit trail environment as per the requirements of API MPMS 21. Custody HMI system shall be only for acquiring data, reporting, trending, alarming, net fiscal accounting etc. No data computation shall be performed in the Custody HMI system for the purpose of billing. The complete system shall have redundant Ethernet architecture including stream flow computer and Windows HMI. A Custody HMI system shall also to be provided in Procurer Control Room (Location of Control room to be decided during kick-off meeting) for acquiring data, reporting, trending, alarming, net fiscal accounting, etc.
- 16.8. For measurement of liquid items, wherever applicable, Permits from Relevant Authorities shall be obtained by Operator for the flow meter, provers and the stream flow computers etc. If any Permit is also required for gas flow measurement, then the same shall be obtained by Operator.
- 16.9. All gas flow measurement points shall be in full compliance to the respective standards including design, selection, installation, field verification guidelines. In-situ field performance testing shall be performed at field operating conditions for Hydrogen as listed in respective AGA standard with a reference module in-built. The GHGU shall be built in such a manner that common influences as listed do not affect the field performance of the meter.
- 16.10. BOO Operator shall always maintain a standby custody transfer meter for Green Hydrogen (GH₂) and a ABT meter for electrical energy measurement, calibrated and ready for replacement condition, as and when required. The terms and conditions applicable to meters as provided under this Clause shall apply mutatis mutandis apply to such standby custody transfer meter.
- 16.11. HPCL may, if it so desires also install additional metering equipment for the Green Hydrogen at its battery limits. HPCL shall maintain and operate such metering equipment to measure and calculate the quantities of Green Hydrogen delivered to HPCL. Such metering equipment installed by HPCL shall remain the property of HPCL at all times.
- 16.12. HPCL, at its expense, shall test and calibrate its metering equipment at an interval of



six months or within such interval as per manufacturer's recommendation in presence of BOO Operator's representative. Periodic joint calibration shall be carried out at such times as may be mutually agreed between the Parties. BOO Operator shall provide all the testing /calibrating equipment / standard gas required during the joint calibration of the meters. BOO Operator shall also submit to Procurer, calibration certificates of each of the calibrating equipment duly certified from reputed organizations with tractability of the calibration certificate to National Physical Laboratory (NPL)/ National Test House/ National Institute of Standards and Technology (NIST), USA.

- 16.13. In addition, at the request of HPCL, subject to HPCL providing BOO Operator reasonable advance notice in this regard, BOO Operator shall test the metering equipment in the presence of HPCL's representatives, and if the metering equipment is found on such test to be accurate, HPCL shall pay cost and expense of such test, but on such test if the metering is found to be inaccurate, then the cost and expense of such test and of correcting the inaccuracy in the metering equipment shall be borne by BOO Operator. If on any test, the metering equipment is found to be inaccurate, a correcting invoice /debit/credit note shall be rendered to cover the actual amount of Product and Utilities exchanged between BOO Operator and HPCL for a period of 30 days prior to the date of such test. If on any test of the metering equipment, the measurement of accuracy and repeatability is within limits as specified in Schedule A (see at the end of the clause), the meter shall be considered to be accurate.
- 16.14. The Parties agree that if either Party so desires then any measurement, gauging, analyses or tests, etc., shall be witnessed and verified by an independent surveyor mutually/jointly appointed by the Parties, at BOO Operator's cost and expenses.
- 16.15. If during the Term of this Agreement, the meters or any component of the meters is found to be out of service or registering outside the permissible tolerances, BOO Operator, shall forthwith adjust such component to read centrally and as accurately as possible within such limits or (if that is not possible) replace it with a component that does read centrally and as accurately as possible within such limits. The recordings and computations made on the basis of those recordings shall be corrected with respect to any period of error that is definitely known or agreed by the Parties. All the invoices issued during such period of error shall be amended accordingly to reflect such correction and an adjustment in payment shall be made between Bidder and Procurer accordingly. In the event that the period of error is neither known nor agreed, corrections shall be made for each delivery made during the last half of the period since the date of the most recent calibration of the inaccurate device.

SCHEDULE A: METERING STANDARDS

Description	Recommended Flow Meter	Applicable Standards	Unit	Limits of Accuracy (of Flow Rate) (Instrument Accuracy)	Repeatability
Green Hydrogen	Coriolis Flow Meter	AGA 11	Nm ³ /hr, Tonnes/hr	+/- 0.35 % of actual	+/-0.2%



				measured flow rate with pressure temperature compensation	
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Note-1: Flow meters above shall be provided with totalizer.

Note-2: Flow meter shall be provided with pressure, temperature compensation

17. Information to be submitted along with the bid:

The following information, as a minimum, in the bid (metric system of units shall be followed for all information) shall be provided:

- 17.1. Process and its Description indicating the function of various sections.
- 17.2. Tentative Process flow diagrams indicating process scheme, major Equipment & Packages, main process controls in various sections of the plant.
- 17.3. Expected Hydrogen product specifications
- 17.4. Bidder to provide tentative list of Catalyst / adsorbent details indicating Manufacturer, type and size, Initial charge (volume and weight), guarantee life (without regeneration).
- 17.5. Tentative Equipment Layout for the Facility.
- 17.6. Indicative breakup of LCOH
- 17.7. The BOO Operator shall disclose in the bid, the prevailing incentives (for eg. SIGHT-2B) available to the BOO operator.
- 17.8. Equipment data Critical Equipment's/Package:

Equipment	Whether Datasheet submitted (Yes/No)	Rating	Type/ Configuration	Country Of origin
Electrolyzer Stack				
Transformers & Rectifiers				
Hydrogen /water separator				
Scrubber if applicable				
Gas holder if applicable				
Compressor Package if applicable				
H2 Purification section				
Power Transformer				
HV Switchgear				
Cooling Tower				
Cooling water pumps				
DCS				
Tariff meters				



Hydrogen analyzer				
Chiller				

Bidders must comply with restrictions on procurement from entities from a country which shares a land border with India as per policy of Government of India and its amendment thereof.

18. Dispute resolution: Reconciliation:

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (“Dispute”) shall, in the first instance, be attempted to be resolved amicably. If a Dispute is not resolved within 30 (thirty) days after written notice of a Dispute by one Party to the other Party, then the provisions of this clause shall apply.

Conciliation

At any time prior to or during arbitration of any Dispute(s), BOO OPERATOR may seek resort to the conciliation mechanism as provided under the HPCL Conciliation Rules, 2014 as amended and/or re-enacted from time to time. Any proposal for conciliation between the Parties shall be submitted by BOO OPERATOR to HPCL for consideration.

The Dispute Resolution Clause would ensure speedy settlement of disputes. The Conciliation Rules, 2019 of HPCL applies to any dispute, arising out of any contractual relationship involving HPCL and which involves construction, works, consultancy, engineering, services, EPC or Supply or any other contract of a similar nature for disputes which involves claim of an amount not less than Rs.1 crore. The scope of applicability of these Rules is as under:



Sr. No.	Disputes covered by Conciliation Rules	Disputes not covered by Conciliation Rules
1	Disputes arising out of construction contracts, EPC or Supply or maintenance contracts or services, or any other contract of a similar nature.	Disputes arising out of Dealership agreement, SKO/LDO/LPG, Transport Agreement and disputes with CPSEs/Government.
2	Disputes arising out of contract which has been successfully completed or is ongoing.	Disputes arising out of contract wherein either of the Parties has abandoned the contract or the contract is terminated.
3	Disputes will be covered if the date of request for conciliation is made during the Contract or within 6 months after the Contractual Delivery Date/ Contractual Completion Date (CDD/ CCD)/ or the extended CDD/CCD.	Any dispute referred for conciliation after 6 months after CDD/CCD shall not be covered.
4	Disputes involving claim amount of more than Rs. One Crore.	Disputes involving claim amount of less than Rs. One Crore.

In case of contracts where disputes which involves claim of an amount is less than Rs. One Crore or is relating to termination or abandonment by the Contractor, etc., negotiation can still be held between the parties and the disputes can be resolved. However, if there is no such resolution forthcoming, then the aggrieved party may have right to move the Court for a redressal.

Note: In exceptional cases where a bidder seeks deviation from Dispute Resolution clause, i.e. wants arbitration clause instead of Dispute Resolution clause, then the applicable arbitration Clause Annexure for Indian Party or Annexure for a Foreign Party may be incorporated.

Public Sector v/s. Government Department or vice versa:

In all existing and future contracts/agreements with other CPSEs', Central Government/Departments and State Governments/Departments/Organizations except agreements with Railways, Income Tax, Customs and Excise Departments the following Administrative Mechanism for Resolution of CPSE Disputes" (AMRCD) clause will be incorporated:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties."

19. Price bid evaluation process:



19.1. The comparison of the bids will be based on GH2 rate quoted by bidder. The bidder with lowest GH2 rate /kg shall be identified as L1 and will be selected as successful bidder for awarding the contract.

19.2. Bidder shall submit the price schedule of the GH2 as per the format mentioned below

S.No	Item Description	Rs./kg Excluding GST	GST (%)	Rs./kg Including GST
1	Price of GH2 to be supplied to HPCL at the delivery point.			

19.3. The quoted rate shall be fixed Levelized Cost of green Hydrogen (LCOH) for a supply period of 25 years.

19.4. The BOO Operator shall quote the landed cost at the point of delivery including all other costs such as transportation and storage etc.

19.5. The BOO Operator shall disclose in the bid, the prevailing incentives (for eg. SIGHT-2B) available to the BOO operator.

19.6. Bidder shall provide details of calculation of LCOH along with various inputs like capex, opex, rate of RE power, discounting rate etc.

19.7. The price of GH2 during the tenure of agreement i.e. 25 years shall be subject to de-escalation in renewable power price of successful bidder. The modalities for the same shall be as per signed GHPA.

19.8. Bidder is also requested to provide an estimate of total erected cost based on similar unit(s) recently constructed, with break-up of various components such as Engineering, Construction, Supervision, Mechanical, Electrical, Instrumentation, Civil, Catalyst/adsorbent etc. Bidder should indicate the accuracy level of the cost estimate along with estimation. The pricing basis shall be indicated by Bidder. However, this estimate will not be used for Economic Evaluation. If any other additional data is requested by HPCL for Economic evaluation, the same shall be provided by the BOO Operator.

19.9. Bidders shall quote their most competitive rate. Negotiations will not be conducted with the bidders as a matter of routine. However, HPCL reserves the right to conduct negotiations. Ordinarily the lowest responsive bids shall be preferred. However, the HPCL reserves the right not to accept the lowest bid, if in its opinion this would not be in the interests of the works/HPCL.

19.10. HPCL reserves the right to conduct reverse auction.



19.11. For transparency, the procurer availing incentives from Government of India shall, after the execution of the GHPA publicly disclose the name(s) of the successful bidder(s) and the rates quoted by them together with breakup into components, if any. The public disclosure shall be made by posting the requisite details on the website of the Procurer for at least 30 (thirty) days.



GREEN HYDROGEN PURCHASE AGREEMENT

BETWEEN

**[INSERT NAME OF BOO CONTRACTOR]
("XYZ")**

AND

**HINDUSTAN PETROLEUM CORPORATION LIMITED
("HPCL")**

AT [INSERT PLACE]

ON [INSERT DATE]



GREEN HYDROGEN PURCHASE AGREEMENT

THIS GREEN HYDROGEN PURCHASE AGREEMENT (the “Agreement”) is made at [insert] on _____, 2024 (“Execution Date”)

By and Between

[insert name of BOO OPERATOR] a company incorporated under the provisions of the Companies Act, 2013 and having its registered office at [insert location] (hereinafter referred to as “Confirming Party”, which expression shall unless repugnant to or inconsistent with the context, means and includes its successors and permitted assigns) of the **FIRST PART**;

OR

[Insert name of the Successful Bidder], a company incorporated under the laws of [•] and having its registered office at [insert location] (hereinafter referred to as “Confirming Party” which expression shall, unless repugnant to or inconsistent with the context, means and includes its successors and permitted assigns) of the **FIRST PART**;

OR

[Insert name of the Lead member of the Consortium], a company incorporated under the laws of [•] with its registered office at [insert location] (hereinafter referred to as “Lead Member” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators and permitted assigns) of the **FIRST PART**;

[Insert name of the other Consortium Members (as applicable)], a company incorporated under the laws of [•] with its registered office at [insert location] (hereinafter referred to as “Consortium Member 1” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators and permitted assigns) of the **FIRST PART**;

[Insert name of the other Consortium Members (as applicable)], a company incorporated under the laws of [•] with its registered office at [insert location] (hereinafter referred to as “Consortium Member 2” which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its successors, administrators and permitted assigns) of the **FIRST PART**;

The Lead Member and Consortium Member 1 and Consortium Member 2 are individually referred to as “Confirming Party” and collectively as “Confirming Parties”¹

AND

¹ to be retained in case Consortium is the successful bidder.



HINDUSTAN PETROLEUM CORPORATION LIMITED, a Government of India Undertaking and incorporated under the Companies Act, 1956, having its Registered Office at 17, J. TATA Road, Churchgate, Mumbai 400020, (hereinafter referred to as **HPCL**”, which expression shall unless repugnant to or inconsistent with the context, means and includes its successors and permitted assigns) of the **SECOND PART**.

BOO Operator and HPCL shall hereinafter be collectively referred to as the “**Parties**” and individually as a “**Party**”.

WHEREAS

HPCL intends to procure 5 KTPA of Green Hydrogen (GH₂) at HPCL Visakh Refinery on BUILD OWN OPERATE (BOO) basis in order to meet the requirement of Green Hydrogen (GH₂) for use in its Visakh refinery facilities.

Accordingly, HPCL has invited bids by the Bidding Documents (as defined hereinafter) for selection of the BOO Operator to undertake the installation of GHGU for supply of Green Hydrogen accordance with the provisions of the Bidding Documents.

After evaluation of the bids received, HPCL had accepted the bid of [Successful Bidder/Consortium Members] and issued the Letter of Award (as defined hereinafter) to [Successful Bidder/Consortium Members] requiring, inter alia, [to incorporate a special purpose vehicle, under the Companies Act, 2013 and]² the execution of this Agreement within 30 (thirty) days of the date of the Letter of Award (as defined hereinafter), unless extended by HPCL at its sole discretion.

[The Successful Bidder has, by its letter of acceptance dated [●], agreed as BOO Operator, the entity which shall undertake and perform the obligations and exercise the rights under the Agreement including the obligation to enter into this Agreement, pursuant to the Letter of Award.]³

OR

[The [Successful Bidder/Consortium Members] has/have since promoted and incorporated a special purpose vehicle by name [insert name of the Operator] and has/have, by its letter of acceptance dated [●], agreed to be the BOO Operator, the entity which shall undertake and perform the obligations and exercise the rights of the [Successful Bidder/Consortium] including the obligation to enter into this Agreement, pursuant to the Letter of Award.]⁴

The Operator possesses requisite potential and is willing to install the GHGU by making its own investment for supply of requisite quantities of GH₂ to HPCL.

² To be deleted if Successful Bidder is to be the Operator.

³ To be retained if Successful Bidder does not want to incorporate SPV.-

⁴ To be retained in case Successful Bidder wants to incorporate SPV or it is compulsory for bidders to incorporate SPV as per the bidding documents.



The Operator agrees to build, own operate the GHGU with all the requisite equipments, items, accessories and auxiliaries, designed and capable of operating for a term of 25 (twenty five) years, for, inter alia, the production, storage and supply of GH2 to meet HPCL's requirements ("Project").

The Operator has acquainted itself in general with all local conditions before purchasing / taking on lease the land and all its responsibilities for compliance to applicable laws (including but not limited to right of way for laying pipeline and electrical transmission network, etc.) and regulations applicable as per the statute and has obtained all other information on its own as to risk, contingencies & any other circumstances which may influence or affect the work and other requisites for proper installation, operation and maintenance of the GHGU after due inspection of site and surrounding and scrutiny of other related factors which shall be applicable.

The Operator intends to produce and supply the GH2 of specified parameters for primarily use by HPCL on continuous, reliable and long-term basis by building, owning, operating and maintaining the GHGU, located at [*] ("**Operator's Production Site**" as more particularly described in Clause 1.1), as per the terms and conditions more particularly appearing hereinafter.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises Contained herein, HPCL and BOO Operator, intending to be legally bound, hereby as agreed as follows:

1. DEFINITIONS AND PRINCIPLES OF INTERPRETATION

1.1. Definitions

- "**Abandon**" shall mean, to the extent not caused due to Force Majeure and/or reasons attributable to HPCL not performing its obligations under this Agreement for a continuous period of 90 days, failure by BOO Operator to perform substantial portion of its obligations under this Agreement for a continuous period of 90 (ninety) days or cessation of substantially all activities relating to design, build, procurement, engineering, financing, construction, completion, operation and maintenance of the GHGU for a continuous period of 90 (ninety) days.
- "**AGA**" shall mean the American Gas Association.
- "**API MPMS**" shall mean the American Petroleum Institute Manual of Petroleum Measurement Standards.
- "**Applicable Laws**" shall mean (a) all applicable statutes, laws, enactments, act of legislature, ordinances, notifications, circulars, rules, regulations, bye laws, approvals, directions directives, guidelines, policies; and (b) writs, injunctions, judgments, arbitral award, decrees or any similar form of decision of, or determination by, or any interpretation, policy or administration, or agreement by, any Relevant Authority having jurisdiction over the matter in question, whether in



effect on the date of this Agreement or thereafter during the subsistence thereof, applicable to the Project.

- “Bid” shall mean the Bid initiated by HPCL for purchase of Green Hydrogen dated [·].
- “**Bidding Documents**” shall mean all documents issued by HPCL in relation to the Project, as modified, altered, amended and clarified from time to time by HPCL.
- “**Certificate of Operational Readiness**” shall have the meaning assigned to such term in Clause 10.5 of GHPA.
- “**Commissioned**” shall have the meaning assigned to such term in Clause 10.5 of GHPA.
- “**Construction Period**” shall mean the period commencing on Effective Date and ending upon First Delivery Date (unless the Agreement is terminated earlier in accordance with the terms hereof), within which Operator shall design, build, finance, test and commission the GHGU in accordance with and subject to the terms of this Agreement.
- “**Construction Schedule**” shall have the meaning assigned to such term in Clause 8.2 of GHPA.
- “**CP Long Stop Date**” shall have the meaning assigned to such term in Clause 3.1 of GHPA.
- “**Delivery Point**” shall refer to the designated location in the refinery on the refinery boundary where the operator must deliver GH₂ to HPCL.
- “**Dispute**” shall have the meaning assigned to such term in Clause 39.1 of GHPA.
- “**Encumbrance**” shall mean and include any mortgage, pledge, lien, charge, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement, or other agreement, arrangement or action, the effect of which is the creation of security, charge, lien or other such obligations and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Operator’s Production Site.
- “**Financial Closure**” shall mean the fulfilment of all conditions precedent to the initial availability of funds under the Financing Agreements.
- “**Financial Year**” shall mean the period commencing from April 1 of a year and expiring on March 31 of the succeeding year. The first Financial Year in respect of this Agreement shall mean the period commencing from the date of this Agreement, until March 31 of the succeeding year.



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- **“Financing Agreements”** shall mean any agreement executed by BOO OPERATOR in respect of financial assistance to be provided by the Senior Lenders by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including notes, debentures, bonds and other debt instruments, security agreements, and other documents relating to the financing (including refinancing) of the GHGU.
 - **“First Delivery Date”** shall mean the date on which the GHGU actually commences delivering Products at the Delivery Point to HPCL, subject to and in accordance with the terms of this Agreement
 - **“Green Hydrogen Base Rate”** shall mean a flow rate of [625 Kg/hr].
 - **“Green Hydrogen” or GH₂ or Gaseous Green Hydrogen** shall mean the hydrogen gas generated by BOO OPERATOR at the GHGU by electrolysis of water using Renewable Energy (which satisfies the definition of green hydrogen as defined by MNRE vide notification dated August 18, 2023 and which shall be delivered to HPCL at the Delivery Point.
 - **“GHGU”** shall mean a generation unit situated within the Production Site where BOO OPERATOR shall undertake generation of Green Hydrogen (GH₂) based on electrolysis of water using Renewable Energy and shall include the Interconnecting Pipelines, necessary ancillary facilities, equipment, systems.
 - **“Good Industry Practice(s)”** shall mean the exercise of those practices, methods, techniques, standards, reliability, degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the same type of undertaking in so far as it is not inconsistent with the Applicable Laws and shall include those procedures, practices, methods, techniques and standards prevailing internationally and in India as changing from time to time, that are generally accepted for use in generation of hydrogen gas by electrolysis of water using energy derived from RE sources.
 - **“Government”** shall mean the Government of India and the Government of the State of Andhra Pradesh and any of the duly authorised agencies, authorities, departments, commissions, regulators, inspectorates, ministries or persons (whether autonomous or not).
 - **“Guaranteed Quantity”** means HPCL’s demand for Green Hydrogen at 5,000 MT per annum or 625 Kg/hr on 8000 hours’ basis.
 - **“Good Industry Practice(s)”** shall mean the exercise of those practices, methods, techniques, standards, reliability, degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the same type of undertaking in so far as it is not inconsistent
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with the Applicable Laws and shall include those procedures, practices, methods, techniques and standards prevailing internationally and in India as changing from time to time, that are generally accepted for use in generation of hydrogen gas by electrolysis of water using energy derived from renewable energy sources.

- **“HAZOP”** shall mean the Hazard and Operability study.
- **“HPCL Event of Default”** shall have the meaning assigned to such term in Clause 32.4 of GHPA
- **“Hydrogen Distribution Network”** shall mean the system of trunk and service pipelines to be constructed, operated and maintained inside the refinery by HPCL at its own cost and expense for receipt and transportation of Green Hydrogen (GH₂) from the Delivery Point to the Refinery or such other location as HPCL may deem fit.
- **“Independent Consultant”** shall mean a neutral third party having relevant experience and expertise for discharging such obligations as may be entrusted to such person with HPCL consent at the cost of BOO OPERATOR.
- **“Information”** shall mean and include any and all facts, knowledge and information of any nature whatsoever, whether written, oral, in electronic, magnetic and/or optical form or otherwise, concerning the business, operations, prospects, finances, including manuals, data, drawings, books, records, photographs, video recordings and documents.
- **“Interconnecting Pipelines”** shall have the meaning assigned to such term in Clause 4.4 of GHPA.
- **“LCOH”** shall mean the Levelized unit cost of Green Hydrogen, which shall be calculated considering the total cost viz., CAPEX, OPEX towards power & utilities consumed, maintenance & repair, depreciation of assets, during the contractual period, for the total Green Hydrogen produced during the Contractual period.
- **“Letter of Award”** shall mean the letter issued by HPCL for award of the Bid to the qualified and selected bidder dated [.].
- **“Maximum Permissible Scheduled Outage Time Period”** shall mean the time period wherein both HPCL and BOO OPERATOR mutually agrees for a scheduled period with an advance notice in writing as per clause 14.2 of GHPA.
- **“Maximum Permissible Unscheduled Outage Time Period”** shall have the meaning assigned to such term in Clause 14.1 of GHPA.
- **“MNRE”** shall mean Ministry of New and Renewable Energy, Government of India.
- **“MT”** shall mean 1,000 (one thousand) kilograms.
- **“Off-Spec”** shall have the meaning assigned to such term in Clause 24.7 of GHPA.
- **“Operational Readiness”** shall have the meaning assigned to such term in Clause



10.2 of GHPA.

- **“Operations Period”** shall mean the date commencing from the First Delivery Date and which shall be co-terminus with the Term of this Agreement.
- **“Operator Conditions Precedent”** shall have the meaning assigned to such term in Clause 3.1 of GHPA.
- **“Operator Event of Default”** shall have the meaning assigned to such term in Clause 32.1 of GHPA.
- **“Operator’s Production Site”** shall refer to the production site of the Operator for setting up the GHGU and for execution of its obligations under this Agreement,
- **Parties** mean HPCL and BOO Operator.
- **“Performance Security”** shall have the meaning assigned to such term in Clause 7.1 of GHPA.
- **“Permits”** means all authorizations, consents, approvals, clearances, no objection certificates, permissions, licenses, permits, registrations, rulings, exemptions or other authorization of whatsoever nature, which is required to be obtained, procured or maintained under Applicable Laws.
- **“Product”** shall mean Green Hydrogen.
- **“Production Site”** or **“Operators Production site”** shall refer to a site arranged by BOO Operator for the construction of GHGU plant.
- **“Purchase Price of GH2”** shall mean the price of GH2 (LCOH) quoted by the Successful Bidder as per the Bidding Documents, at which price the GH2 shall be sold and purchased under GHPA defined in this tender.
- **“Refinery Shutdown”** shall have the meaning assigned to such term in Clause 15 of GHPA.
- **“Refinery Site”** shall refer to a HPCL Visakh Refinery in the state of Andhra Pradesh.
- **“Regulatory Shutdown”** shall have the meaning assigned to such term in Clause 14.3 of GHPA.
- **“Relevant Authorities”** shall mean any (a) Government; (b) Ministry of Petroleum & Natural Gas; (c) Chief Controller of Explosives; (d) Petroleum and Explosive Safety Organization; (e) other regulatory authority having jurisdiction in relation to the activities contemplated under this Agreement as per Applicable Laws; and (f) non-governmental agencies.
- **“Renewable Energy”** or **RE** shall mean electrical energy sourced from solar/wind/hydro power or pumped storage hydropower using renewable energy or any other renewable energy plants owned and/or operated by BOO OPERATOR or



its affiliates or by third parties used by BOO OPERATOR for production of Green Hydrogen at the GHGU.

- **“Right of First Refusal”** shall have the meaning assigned to such term in Clause 19 of GHPA.
- **“Sanctions”** shall mean any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by any Governmental Authority in (a) the Republic of India; (b) the United States government; (c) the United Nations; (d) the European Union; (e) the United Kingdom; or (f) the respective governmental institutions and agencies of any of the foregoing, including without limitation, and His Majesty’s Treasury.
- **“Sanctions List”** shall mean the “Specially Designated Nationals and Blocked Persons”, Sectoral list issued by OFAC, the Consolidated List of Financial Sanctions Targets issued by His Majesty’s Treasury, or any similar list issued or maintained or made public by any of the Sanctions Authorities.
- **“Scheduled Commencement of Supply Date (SCSD)”** shall refer to the date falling 33 (Thirty three) months from the date of issue of LOA/Letter of Award.
- **“Scheduled Outage”** shall mean a planned Shutdown of GHGU that has been duly notified by BOO OPERATOR to HPCL in writing in advance for the purposes of undertaking inspection, testing, corrective maintenance, repairs, replacement or improvement as the case may be, together with any other maintenance measures that BOO OPERATOR proposed to undertake at the GHGU in accordance with Good Industry Practice.
- **“Senior Lenders”** shall mean the financial institutions, banks, multilateral lending agencies, trusts, funds and agents or trustees of debenture holders, including their successors and assignees, who have agreed to guarantee or provide finance to BOO OPERATOR under any of the Financing Agreements and who hold pari-passu charge as permitted under this Agreement.
- **“Shut Down”** shall mean the time period during which there is complete stoppage of delivery of GH₂ by BOO OPERATOR at the Delivery Point. The Shut Down Period shall be deemed to have ended upon resumption of delivery of GH₂ at the Delivery Point in accordance with the Operation Guidelines, Specifications, Applicable Law and the terms of this Agreement.
- **“Specifications”** shall mean quality parameters, performance characteristics and values that shall be required to be adhered to by Green Hydrogen at the time of delivery at the Delivery Point as specified in the tender.
- **“Tax”** shall mean any and all taxes, levies, imposts, duties, charges, deductions, cess, surcharge or withholdings that are, or that are to be, imposed, levied, collected withheld or assessed by either Government of India, state government of Andhra



Pradesh and/or any local authority together with any and all interest, penalties, claims or other liabilities arising under or relating hereto, including any applicable stamp duty and registration charges.

- **“Term”** shall have the meaning assigned to such term in Clause 2 of GHPA.
- **“Trial Operations”** shall mean trial operations to be conducted by BOO Operator in order to establish that the GHGU has achieved Operational Readiness.
- **“Unscheduled Outage”** shall mean an unplanned Shutdown of GHGU that has not been scheduled in advance and notified by BOO OPERATOR to HPCL for the purposes of performing works on specific components, which should not, in the opinion of BOO OPERATOR, be postponed until the next Scheduled Outage but shall exclude the period of Scheduled Outage.

1.2. Principles of Interpretation

1.2.2. In this Agreement, unless the context otherwise requires,

- (a) reference to a “judgment” includes any order, injunction, determination, decree or other judicial or arbitral tribunal measure in the applicable jurisdiction in India which is final and binding;
- (b) reference to a “law” includes all Applicable Laws and any decree, judgment, legislation, direction, order, ordinance, regulation, bye-law, statute, notification, circular, guideline, rule, statutory instrument or other legislative measure, with which any party is required to comply bylaw (and “lawful” and “unlawful” shall be construed accordingly);
- (c) references in the singular shall include references in the plural and vice versa;
- (d) a reference to a “day” means a calendar day and a reference to a year means a Indian Financial Year;
- (e) references to a particular Clause, paragraph, sub-paragraph, Schedule or Attachment shall, except where the context otherwise requires, be a reference to that Clause, paragraph, sub- paragraph or Schedule to this Agreement;
- (f) terms defined in the Schedules hereto shall have the meanings ascribed thereto in the Schedules when used elsewhere in this Agreement;
- (g) any reference to any agreement, deed, instrument, license, code or other document of any description shall be construed, at the particular time, as a reference to that agreement, deed, instrument, license code



or other document as the same may then have been amended, varied, supplemented, modified, suspended or novated;

- (h) the words “written” and “in writing” includes a facsimile/electronic transmission and any means of reproducing words in a tangible and permanently visible form with confirmation of the transmission;
- (i) the words “include” and “including” are to be construed without limitation;
- (j) in the event of conflict or inconsistency among the standards or codes stipulated in Applicable Laws, the Indian standards and codes shall apply;
- (k) the Clauses and the Schedules are to be interpreted in a harmonious manner. However, in case of any ambiguity or discrepancy between the Clauses and the Schedules, the Clauses shall prevail;
- (l) if any payments due hereunder become payable on a day when principal commercial banks in India are closed for business or a day which is declared a holiday, such payments shall be deemed due and payable on the next business day thereafter;
- (m) the table of contents, headings or sub-headings in this Agreement are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- (n) any reference to any period of time shall mean a reference to that according to Indian Standard Time;
- (o) any reference to “hour” shall mean a period of 60 (sixty) minutes commencing either on the hour or on the half hour of the clock, which by way of illustration means 5.00 (five), 6.00 (six), 7.00 (seven) and so on being hours on the hour of the clock and 5.30 (five thirty), 6.30 (six thirty), 7.30 (seven thirty) and so on being hours on the half hour of the clock;
- (p) reference to a “business day” shall be construed as a reference to a day (other than a Sunday and Public Holidays as declared by the State of Andhra Pradesh) on which banks in the State of Andhra Pradesh are generally open for business;
- (q) references to any date, period or project milestone shall mean and include such date, period or project milestone as may be extended pursuant to this Agreement;



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- (r) any reference to any period commencing “from” a specified day or date and “till” or “until” a specified day or date shall include both such days or dates; provided that if the last day of any period computed under this Agreement is not a business day, then the period shall run until the end of the next business day;
- (s) references to any gender shall include the other and the neutral gender;
- (t) “lakh” means a hundred thousand (100,000) and “crore” means ten million (10,000,000);
- (u) the Schedules and Recitals to this Agreement form an integral part of this Agreement and shall be in full force and effect as though they were expressly set out in the body of this Agreement;
- (v) references to Recitals, Articles, Clauses, Sub-clauses, Provisos or Schedules in this Agreement shall, except where the context otherwise requires, mean references to Recitals, Articles, Clauses, Sub-clauses, Provisos and Schedules of or to this Agreement; reference to an Annex shall, subject to anything to the contrary specified therein, be construed as a reference to an Annex to the Schedule in which such reference occurs; and reference to a Paragraph shall, subject to anything to the contrary specified therein, be construed as a reference to a Paragraph of the Schedule or Annex, as the case may be, in which such reference appears; and
- (w) time shall be of the essence in the performance of the Parties’ respective obligations. If any time period specified herein is extended, such extended time shall also be of the essence.
- (x) Any word or expression used in this Agreement shall, unless otherwise defined or construed in this Agreement, bear its ordinary English meaning and, for these purposes, the Indian General Clauses Act, 1897 shall apply.

1.3. Measurements and arithmetic conventions

1.3.1. All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down.

- (g) “Normal Cubic Meter” or “Nm³” used as a measure of Green Hydrogen means that quantity of Gaseous Hydrogen which in gaseous form would occupy a volume of one cubic meter at 0 degrees’ Celsius



- temperature and 1 atmospheric pressure (equal to 1.0133 bar and 273.13-degree K). Such quantity is herein referred to as "Normal Cubic Meter" or "Nm³".
- (h) "Nm³/h" used as a measure of Green Hydrogen shall mean an instantaneous rate of flow which would be equivalent to one (1) Nm³ if continued for a one (1) hour period at required pressure. The normal condition in Nm³ refers to zero degree Celsius and 1.01325 bar absolute pressure.
 - (i) "Kg/hr"- used as a measure of Green Hydrogen shall mean an instantaneous rate of flow which would be equivalent to one (1) Kilogram of Green Hydrogen if continued for one (1) hours period at required pressure
 - (j) "Tonne" used as a measure of Green Hydrogen, means 1000 Kg of Gaseous Green Hydrogen.
 - (k) "Tonne/hr (T/h)" used as a measure of Green Hydrogen shall mean an instantaneous rate of flow which would be equivalent to one (1) Tonne of Green Hydrogen if continued for one (1) hours period at required pressure.
 - (l) "Pressure" means the pressure (gauge pressure) of the Product.

1.4. Damages

The damages payable by either Party to the other of them, as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss (as it is difficult or impossible to determine the actual losses) and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty (the "Damages").

2. TERM

This Agreement shall be valid for a period of 25 (twenty-five) years from the First Delivery Date unless this Agreement is terminated earlier in accordance with the terms of this Agreement or extended by the Parties, in writing. ("Term").

3. Conditions precedent and effectiveness

3.1 The terms and conditions of this Agreement shall only become exercisable upon satisfaction of the following conditions precedent by the Operator ("**Operator Conditions Precedent**"), within a period as mentioned below, unless waived in terms of Clause 3.3 (each such period being a "**CP Long Stop Date**"):

3.1.1 within 60 (sixty) days from the Execution Date, Operator shall execute and submit to HPCL memorandums of understanding (MoUs) with the MoU partners for the scope of work as per the matrix provided in Technical Eligibility Criteria in the Bidding Documents. This obligation



to execute and submit the MoUs shall be applicable for each such MoU partner for which MoU was not submitted during the bidding stage and only consent letter had been submitted, as per the Technical Eligibility Criteria in the Bidding Documents;

- 3.1.2 within 180 (one hundred eighty) days from the Execution Date, Operator has procured relevant Permits/Approvals for commencement of construction of the GHGU, as set out in various clauses of this Agreement;
- 3.1.3 Within 45 days from Execution date, BOO Operator shall provide Performance Security as set out in Clause 7 (Performance Security) and as per the format as set out under Schedule E of this Agreement;
- 3.1.4 Within 180 (one hundred eighty) days from the Execution Date, Operator shall obtain and demonstrate the possession/right to use of 100% (hundred percent) of the required land for setting up of the GHGU;
- 3.1.5 Within 180 (one hundred eighty) days from the Execution Date, Operator shall attain Financial Closure for the Project; and
- 3.1.6 Within 180 (one hundred eighty) days from the Execution Date, Operator shall provide copy of purchase order issued for procurement of Electrolyser. Further, Operator shall intimate source of RE for the purpose of operating GHGU and if RE is to be procured from a third party then the Operator shall submit a copy of the PPA executed or any other document indicating duration and source of such electricity supply.
- 3.2 Operator shall take all commercially reasonable steps to fulfil the Operator Conditions Precedent. Upon the fulfilment (or waiver by HPCL) of all the Operator Conditions Precedent, Operator shall provide a written confirmation of the same accompanied with duly authenticated or certified copies of all the necessary documents evidencing such fulfilment or waiver, as the case may be (“Operator CP Completion Notice”). Upon receipt of Operator CP Completion Notice, HPCL shall verify such fulfilment of the Operator Conditions Precedent and, within 7 (seven) working days from the date of receipt of the Operator CP Completion Notice, HPCL shall notify Operator, in writing, of its satisfaction or dissatisfaction with the same, or of waiving the fulfilment of any Operator Conditions Precedent, and shall deliver to Operator, a written notice of confirmation of completion and/or waiver of the Operator Conditions Precedent. In the event HPCL notifies Operator of its dissatisfaction, Operator shall take all commercially reasonable steps to complete the incomplete Operator Conditions Precedent within 15 (fifteen) days of receipt of such notice and shall provide to HPCL, all requisite documents evidencing fulfilment of such Operator Conditions Precedent.
- 3.3 HPCL may waive any Operator Conditions Precedent or may extend the time-period for completion of any Operator Conditions Precedent, by notice, in writing to Operator, either on its own motion or upon a request of the other Party (with such waiver request being tendered in writing).
- 3.4 The day on which all the Operator Conditions Precedent are satisfied or waived in accordance with the terms hereof, shall be the date of effectiveness of this Agreement (“**Effective Date**”).



3.5 This Agreement shall automatically stand terminated in the event that the Operator has failed to satisfy any of the Operator Conditions Precedent within any CP Long Stop Date, unless HPCL has waived any Operator Conditions Precedent or extended the time-period for completion of such Operator Conditions Precedent as provided in Clause 3.3. On such termination, HPCL shall have the right to take action against the Bidder and / or the Operator as deemed fit including the HPCL's right to put Bidder and / or the Operator on suspension / banning list for future business with HPCL and encashment of Bid Security or Performance Security, as the case may be.

4. OBLIGATIONS OF BOO OPERATOR

Subject to the terms of this Agreement, BOO OPERATOR shall be obligated to:

- 4.1 Design, build, finance, test, commission, own, operate and maintain the GHGU at the Production Site on or prior to the Scheduled Delivery Date in accordance with Applicable Laws, Operation Guidelines, Good Industry Practice and the terms of this Agreement;
- 4.2 Sell Green Hydrogen to HPCL at the Delivery Point corresponding to the Annual Guaranteed Offtake Quantity in accordance with the Operation Guidelines, Specifications and other terms and clauses of this Agreement;
- 4.3 Green Hydrogen offtake shall be verified on annual basis from the time of Scheduled Delivery Date. Ensure that the GH₂ delivered is in compliance with the Specifications provided in the Clause 24 of this Agreement, and promptly undertake suitable remedial measures in the event Operator has delivered off-spec Hydrogen as described in detail in Clause 24 hereunder.
- 4.4 Install, own, operate and maintain during the Term of this Agreement, pipelines, equipment, fixtures, and other ancillary systems from the GHGU upto the Delivery Point ("**Interconnecting Pipelines**") at its own cost and expense, in accordance with the terms of this Agreement, and all Statutory obligations and without any implications of any nature to HPCL. For the avoidance of doubt, it is expressly clarified that the Interconnecting Pipelines upto the Delivery Point only, shall always remain the property of BOO OPERATOR during the Term of this Agreement;
- 4.5 Synchronize and interface the Interconnecting Pipelines with HPCL's Hydrogen Distribution Network at its own cost and expense. In particular, BOO OPERATOR shall be obligated to ensure that the GHGU/Interconnecting Pipelines are designed and constructed in such a manner that they are compatible with HPCL's Hydrogen Distribution Network; Construction and commissioning of new Hydrogen header up to Delivery Point shall be in BOO operator scope.
- 4.6 Ensure that the Green Hydrogen delivered is in compliance with the Specifications (clause 24.1) and promptly undertake suitable remedial measures in the event BOO OPERATOR has delivered Off-Spec Green Hydrogen;
- 4.7 Obtain necessary Permits from time to time, in accordance with Schedule D for discharge of its



obligations under this Agreement;

- 4.8 Comply with the provisions of applicable laws while discharging its obligations under this Agreement;
- 4.9 Discharge its obligations in a manner such that it does not become a target of Sanctions or a Sanctions List;
- 4.10 Not to assign its obligations arising under and pursuant to this Agreement to any third party, without written consent of HPCL.
- 4.11 Use components or equipment complying with approved or minimum technical standards at the Production Site as per the terms of this Agreement, Bureau of Indian Standards and provisions of all Applicable Laws and/or statutory/regulatory requirements.
- 4.12 Install meters for measuring of GH2 in accordance with this Agreement and also maintain, repair and replace such meters throughout the Term of this Agreement in accordance with this agreement;
- 4.13 Share with HPCL, from time to time, relevant data related to GHGU as may be requested by HPCL;
- 4.14 Intimate HPCL prior to undertaking any modification of the GHGU and obtain due consent from HPCL in writing;
- 4.15 Undertake operation, maintenance, repair and overhaul of the GHGU during the term of this Agreement, in accordance with this agreement Operation Guidelines, Applicable Laws, Statutory/Regulatory requirements, and Good Industry Practices;
- 4.16 Employ personnel having the requisite qualifications and expertise for the operation of the GHGU;
- 4.17 Ensure that under no circumstances the employees / workers engaged by BOO OPERATOR shall be deemed to be employees of HPCL directly or indirectly. Further BOO OPERATOR shall ensure that its employees /workers shall not raise claims on HPCL or on the Government for being recognized as HPCL's employees;
- 4.18 Ensure storage and handling of hazardous waste, chemicals, catalyst, adsorbents, spent catalyst within the Production Site is undertaken in accordance with the terms of this Agreement, Operation Guidelines, Good Industry Practices and all statutory/Regulatory compliances and all Applicable Laws;
- 4.19 Discharge its obligations in a manner which promotes health, safety, security and environment in accordance with Clause 33;



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- 4.20** Develop a quality management plan which shall set out in detail such processes, procedures, controls, guidelines so as to ensure that the GHGU is operated in optimal working condition (“Quality Management Plan”). Further, BOO OPERATOR shall have a continuing obligation to implement the Quality Management Plan during the Term;
- 4.21** Obtain and maintain or cause to be obtained and maintained, at its own cost and expense, throughout the Term of the Agreement, adequate insurance coverage against all risks, damages, and losses related to the GHGU or any other liability arising on account of applicable law in accordance with Clause 30.
- 4.22** Design, build, finance, test, commission of the Hydrogen header(Interconnecting pipeline) from GHGU battery limit to HPCL Visakh Refinery Delivery Point.
- 4.23** BOO Operator procure or source water for generating Green Hydrogen as required under the Agreement;
- 4.24** BOO operator to source renewable power either from their own renewable energy power plants or purchase renewable energy from third party Renewable Energy (RE) power producer under a Power Purchase Agreement (PPA) for meeting the power requirement for Green Hydrogen Plant or it can use a mix of both options.
- 4.24.1** In case the Operator meets its power requirement through its own (including its Affiliates) RE power plant, it shall demonstrate its readiness 6 (six) months before SCSD.
- 4.24.2** In case the Operator meets its power energy requirement through a PPA with a ‘third party’, the Operator shall be able to demonstrate the readiness of the RE power plant at least 6 (six) months prior to SCSD.
- 4.24.3** In the event that Operator fails to comply with such requirements, Operator agrees and acknowledges that it shall be considered as an BOO Operator’s Event of Default under Clause 32.1 of this Agreement.
- 4.25** BOO operator to ensure supply of power through independent transmission line connected to STU or CTU. Development of entire infrastructure including necessary liaising with concerned central, state & regulatory authorities, obtaining of statutory & regulatory clearances, open access charges, transmission charges, demand charges, etc. as applicable for ensuring successful erection, commissioning & operation of the power import facility for 5 KTA Green Hydrogen Unit shall be in the scope of BOO Operator
- 4.26** Provide the supporting documents for guarantee of origin (certification of GH2 i.e ‘Green Hydrogen’ as specified by the MNRE).
- 4.27** It shall be BOO OPERATOR’s responsibility to provide the supporting documents from RLDC/SLDC in the form of records of injection and drawl of renewable power for its usage in GHGU unit during the billing period. All invoices shall be accompanied by such supporting documents failing which payments will not be released.
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- 4.28 BOO Operator to supply Green Hydrogen at specified pressure without any pressure fluctuation. Bidder may also consider the battery energy storage systems within their premises subject to compliance to all applicable statutory regulation, laws & standards.
- 4.29 Land for Green Hydrogen Plant:
The BOO Operator shall select the project location and acquire land for the project. Please refer to clause no 3.1.4 (Conditions precedent and effectiveness) for timelines. To ensure timely completion and commencement of supply of GH₂, the BOO Operator shall submit quarterly reports/time to time, on the land acquired and setting up of GHGU to HPCL.
- 4.30 In addition, BOO Operator to ensure and update on the following approvals/ NOCs/ clearance are in place:
- No Objection Certificate (NOC)/ Environmental Clearance for the Project, if applicable
 - Forest Clearance for the land for the Project, if applicable
 - A letter from State Transmission Utility (STU)/ Central Transmission Utility (CTU) as applicable, confirming technical feasibility of connectivity of the plant to STU/ CTU substation, if required.
 - Approval for supply water from the HP concerned authority (if applicable) required for the Project.
 - Right to use for “land” acquired for setting up GH₂ facility
 - Right of way of land for laying Interconnecting pipeline
 - Any other clearances (if any), as may be legally required.
- 4.31 The Operator has acquainted itself in general with all local conditions before purchasing / taking on lease the land and all its responsibilities for compliance to applicable laws (including but not limited to right of way for laying pipeline and electrical transmission network, etc.) and regulations applicable as per the statute and has obtained all other information on its own as to risk, contingencies & any other circumstances which may influence or affect the work and other requisites for proper installation, operation and maintenance of the GHGU after due inspection of site and surrounding and scrutiny of other related factors which shall be applicable.

5. OBLIGATIONS OF HPCL

Subject to the terms and conditions of this Agreement, HPCL is hereby obligated to:

- 5.1 Purchase Green Hydrogen corresponding to the Annual Guaranteed Quantity at the Delivery Point, subject to and in accordance with the terms of this Agreement;
- 5.2 Design, build, finance, own, operate and maintain the Hydrogen Distribution Network inside the refinery from the Delivery Point;
- 5.3 Discharge its obligations under this Agreement in accordance with applicable law, statutory/regulatory requirements; and
- 5.4 Pay all undisputed monthly bills and invoices raised by BOO OPERATOR under the provisions of this Agreement by the due date for such payment, in accordance with the terms of this Agreement.



6. PERMITS

- 6.1 BOO OPERATOR shall procure and keep, in full force and effect throughout the Term, such Permits as may be required for discharge of its obligations under this Agreement (including but not limited to licenses/permits prescribed under Factories Act, 1948, Explosives Act, 1884, Environment Protection Act, 1986, Environment clearance from the Ministry of Environment, Forest and Climate Change, Government of India, Consent to Establish/ Consent to Operate etc., and/or any other statutory/regulatory obligation as may be applicable). In the event that such Permits have been issued subject to conditions, then BOO OPERATOR shall, at all times comply with all such conditions.
- 6.2 Without prejudice to the generality of the foregoing clause, BOO OPERATOR shall procure and ensure that it obtains and maintains, at all times, all Permits, clearances, registrations, certifications, consents, standards etc. required to ensure that operation and functioning of the GHGU is compliant with applicable statutory requirements. Further, BOO OPERATOR undertakes that it shall share copies of all such Permits with HPCL as and when demanded.
- 6.3 The provisions of Clauses 6.1 and 6.2 shall apply, mutatis mutandis, to the renewal of Permits until termination of this Agreement.

7. PERFORMANCE SECURITY:

7.1. BOO OPERATOR shall submit a performance bank guarantee, issued by a nationalized bank in India, in the format as defined in the tender, for an amount equal to 3 % of the project cost (Project cost = LCOH x Annual Capacity x 7.5), drawn in favour of HPCL and payable at Visakhapatnam subject to and in accordance with the terms of this Agreement ("Performance Security").

7.2. The Performance Security shall remain valid and in full force for a period not less than 06 (six) months after the first delivery date of product and an additional claim period of 1(one) month after expiry date of bank guarantee.

7.3. Utilization of Performance Security:

Without prejudice to any other right or remedy available to HPCL hereunder or under any Applicable Laws, subject to the BOO Operator's total liability under this agreement, HPCL shall be entitled, at any time, to utilize the Performance Security, inter alia:

- In making good any damage caused, directly or indirectly, to HPCL, or any part of the Refinery Site, by any act or omission of BOO OPERATOR; and/or
- in order to recover any price reduction payable to HPCL by BOO OPERATOR under this Agreement; and/or
- as indemnification for any loss resulting from a breach, by BOO OPERATOR, of any of the terms and conditions under this Agreement; and/or
- to set-off any amount due and payable (and not paid within 7 (seven) days of such amount becoming due) under this Agreement by BOO OPERATOR to HPCL after providing prior



written notice to the BOO OPERATOR.

- 7.4. Replenishment of Performance Security: In the event the value of the Performance Security is reduced to 90% (ninety percent) or lower of the original value, due to any invocation or utilization thereof, BOO OPERATOR shall be obligated to replenish the Performance Security equal to the original monetary value of the Performance Security, within a period of 7 (seven) days from the date on which the value of Performance Security becomes 90% (ninety percent) or lower of the original value.
- 7.5. No payment of interest on Performance Security: BOO OPERATOR agrees and acknowledges that HPCL shall not be liable to pay any interest to BOO OPERATOR on the Performance Security.
- 7.6. Return of Performance Security: In the event of termination of this Agreement, HPCL shall return to BOO OPERATOR, Performance Security after adjustment of any and all outstanding amounts payable to HPCL (including, without limitation, any outstanding claims of HPCL against BOO OPERATOR).

8. CONSTRUCTION

- 8.1. BOO OPERATOR shall be obligated to complete construction, installation, testing and commissioning of the GHGU on or prior to the Scheduled Delivery Date.
- 8.2. Within 60 (sixty) days from the Effective Date, BOO OPERATOR shall submit to HPCL (i) a construction schedule which shall set out in detail, construction milestones of the GHGU ("Construction Schedule"); (ii) design and technical drawings of the Production Site; (iii) construction methodology, quality assurance procedures, manner of procurement, engineering and construction strategy to be deployed by BOO OPERATOR in respect of the GHGU. BOO OPERATOR shall endeavor to maximise: (i) coordination and integration between the operations of the GHGU and the Refinery; (ii) design fit between the Interconnecting Pipelines and the Hydrogen Distribution Network; (iii) harmony of the GHGU with the surrounding environment; and (iii) efficiency and output of the GHGU.
- 8.3. BOO OPERATOR shall perform all of its obligations and responsibilities using due care and diligence in a professional manner, using sound engineering and design principles and project management and supervisory procedures and in accordance with Good Industry Practice such that besides complying with every requirement and obligation set forth in this Agreement and Applicable Law, the GHGU is fit for the intended purpose.
- 8.4. BOO OPERATOR shall ensure that the works undertaken pursuant to this Agreement comprise only materials and goods which are of sound and merchantable quality, manufactured and prepared in accordance with Applicable Law and that all workmanship shall be in accordance with Applicable Law, Good Industry Practice and the terms of this Agreement.



8.5. It is clarified that HPCL shall, at its own cost, expense and risk, construct the Hydrogen Distribution Network of HPCL and shall be responsible for extending the same upto the Delivery Point. The Hydrogen Distribution Network shall always remain the property of HPCL during the Term.

8.6. It is clearly understood between the Parties that BOO OPERATOR shall be solely responsible for the completion of the GHGU on or prior to the Scheduled Delivery Date and for its successful, sustained operation and maintenance during the Term. Further, it is expressly clarified that BOO OPERATOR shall be solely responsible for synchronizing and interfacing of the GHGU/Interconnecting Pipelines with the Hydrogen Distribution Network.

9. Damage/Disruption to Refinery

9.1. BOO OPERATOR shall ensure that any existing structures, utilities, installations, etc., at the Refinery Site are not damaged due to construction, testing and commissioning of Hydrogen Interconnecting pipeline. BOO OPERATOR agrees and undertakes that it shall indemnify, defend and hold HPCL harmless in respect of any loss, expense, cost, claims, penalties, proceedings in relation to any damage caused to existing structures, utilities, installations, etc., of the refinery.

10. TESTING AND COMMISSIONING

10.1. Upon completion of construction of the GHGU, BOO OPERATOR shall carry out Trial Operations in relation to the GHGU in the presence of the Independent Consultant in order to establish that the GHGU has achieved Operational Readiness. All costs incurred in connection with such Trial Operations shall be to the account of BOO OPERATOR. Appointment of independent consultant with consent from HPCL is in BOO Contractor's scope without any additional price implications.

10.2. The GHGU shall be said to achieve “Operational Readiness” when it shall have satisfied each of the following conditions:

10.2.1. The GHGU is capable of delivering Green Hydrogen at the Delivery Point at the Green Hydrogen Base Rate (625 kg/hr at pressure of 23 kg/cm² G and 40 Deg C) in accordance with the Specifications and Applicable Law for an uninterrupted period of seventy-two (72) hours with the desired quantity and quality.

10.2.2. The GHGU/Interconnecting Pipelines have been synchronized/interfaced with the Hydrogen Distribution Network;

10.2.3. The GHGU is designed as per applicable codes, standards, local regulations complying safety requirements and fit for commercial operations; and



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- 10.2.4. Necessary Permits have been obtained by BOO OPERATOR for discharge of its obligations under this Agreement.
- 10.3. The Parties agree that HPCL or its representatives shall have the right to be present during the Trial Operations and satisfy themselves that the Trial Operations are being carried out in accordance with Good Industry Practices.
- 10.4. In the event that HPCL or the Independent Consultant is not satisfied with the aforesaid Trial Operation Activities not being carried out in accordance with the requirements of this Agreement or that the GHGU has not adequately demonstrated that the GHGU has achieved Operational Readiness, HPCL and/or the Independent Consultant shall have the right to require that such Trial Operation be re-performed after establishing the reasons of such non performance and taking corrective measures, at the cost and risk of Operator.
- 10.5. Upon determining that the GHGU has achieved Operational Readiness, the Independent Consultant shall issue a certificate to BOO OPERATOR certifying the same ("Certificate of Operational Readiness"). After the Certificate of Operational Readiness is issued and accepted by HPCL for the entire capacity, the Operator can commence supply of GH₂ as per the terms of this Agreement and the date on which the Operator commences such delivery at base rate shall be called the First Delivery Date and the GHGU shall be deemed to have been Commissioned.
- 10.6. In the event that the GHGU is Commissioned prior to the SCSD, HPCL, may in its sole discretion, agree to receive delivery of the Products at the Delivery Point on a date which is prior to the SCSD.
- 10.7. In the event that the GHGU has failed to be Commissioned on or prior to the SCSD, for reasons solely attributable to HPCL, the First Delivery Date shall be deemed to take place on the SCSD or the date on which BOO OPERATOR is in a position to deliver Green Hydrogen (GH₂) to HPCL, whichever is later. ("Deemed First Delivery Date").

11. UTILITIES

- 11.1. All Utilities required for construction and continuous operation of GHP shall be in scope of Supplier.
- 11.2. During the Operations Period, BOO OPERATOR shall at its own cost, expense and risk, make necessary arrangements for ensuring availability of Renewable Energy at the Production Site for generation of Green Hydrogen. For the avoidance of doubt, it is clarified that BOO OPERATOR shall be solely responsible for procuring necessary Permits from Relevant Authorities (including coordinating/liasing with Relevant Authorities, facilitating inspections by Relevant Authorities at the Production Site) for making available Renewable Energy at the



GHGU. Further, it is expressly clarified that all costs, levies, duties, Taxes, charges that may be applicable to procurement of Renewable Energy shall be solely payable by BOO OPERATOR.

12. Metering:

- 12.1. BOO operator shall at its own expense install all flow meters, for measuring Green Hydrogen (GH₂). The meters so installed by BOO operator shall be owned by BOO operator throughout the term of the Agreement. The total volume of supply of Hydrogen supplied to HPCL shall be measured by these meters. The meters used for measurement of Green Hydrogen (GH₂) shall be integrating type flow meters and measurement of the Products shall be in weight, the unit of which shall be the Kg/Hr (Kg/H).
- 12.2. BOO Operator shall submit quality parameters of flow meters, to be installed at the Delivery Point for measuring Green Hydrogen (GH₂) to HPCL for its review prior to procurement. HPCL shall be obligated to provide its comments with respect to quality parameters of flowmeters of Green Hydrogen (GH₂) promptly normally within 07 working days unless there are any pressing issues but no later than within 30 (thirty) days from the day when such specifications were submitted by BOO Operator. Any disagreement on these quality parameters shall be settled mutually between HPCL and BOO Operator.
- 12.3. All meters shall be installed at the Delivery Point. The meters shall, to the extent not explicitly provided herein, be operated by BOO Operator on terms that have been mutually agreed with HPCL.
- 12.4. The meters for the purpose of billing for Green Hydrogen (GH₂), shall be under the custody of BOO Operator. BOO Operator agrees that it shall not interfere or tamper with the readings of the meters.
- 12.5. Meters shall be designed, installed and operated in accordance with recognized international standards viz. API MPMS, AGA from time to time, during the Term of the Agreement, as described in detail in Schedule A (given at the end of this clause) provided by HPCL. All costs pertaining to updation of the meters, from time to time, on account of revisions, updates, amendments shall be solely borne by BOO Operator. Further BOO Operator shall ensure that the meters installed by BOO Operator are at all times compliant with applicable Bureau of Indian Standards and Applicable Laws and/or Statutory/Regulatory Compliances.
- 12.6. The locking arrangement for the metering equipment shall be mutually agreed between the Parties. All invoicing shall be made based on joint reading of BOO Operator's metering equipment on monthly basis or at a frequency mutually agreed between BOO Operator and HPCL. Representatives from both HPCL and BOO Operator shall be present at the time of reading of meters. In case BOO Operator's or HPCL's representative is not present for the joint reading at the agreed date and time as above, BOO Operator shall submit the invoice



based on the reading taken by BOO Operator/HPCL present and interim payments shall be made to BOO Operator accordingly. In such condition, the invoice along with relevant debit/credit note for the subsequent billing period shall be prepared based on the cumulative reading for the immediate previous billing period(s) for which interim payments have been released and net payment due to BOO OPERATOR shall be made by HPCL.

- 12.7. All the measurement data as provided in the Instrument Schedule A (given at the end of this clause) shall be accumulated including any verification or proving (as applicable) computed in the respective stream flow computers using pulse signal in the control room in an audit trail environment as per the requirements of API MPMS 21. Custody HMI system shall be only for acquiring data, reporting, trending, alarming, net fiscal accounting etc. No data computation shall be performed in the Custody HMI system for the purpose of billing. The complete system shall have redundant Ethernet architecture including stream flow computer and Windows HMI. A Custody HMI system shall also to be provided in Procurer Control Room (Location of Control room to be decided during kick-off meeting) for acquiring data, reporting, trending, alarming, net fiscal accounting, etc.
- 12.8. For measurement of liquid items, wherever applicable, Permits from Relevant Authorities shall be obtained by Operator for the flow meter, provers and the stream flow computers etc. If any Permit is also required for gas flow measurement, then the same shall be obtained by Operator.
- 12.9. All gas flow measurement points shall be in full compliance to the respective standards including design, selection, installation, field verification guidelines. In-situ field performance testing shall be performed at field operating conditions for Hydrogen as listed in respective AGA standard with a reference module in-built. The GHGU shall be built in such a manner that common influences as listed do not affect the field performance of the meter.
- 12.10. BOO Operator shall always maintain a standby custody transfer meter for Green Hydrogen (GH₂) and a ABT meter for electrical energy measurement, calibrated and ready for replacement condition, as and when required. The terms and conditions applicable to meters as provided under this Clause shall apply mutatis mutandis apply to such standby custody transfer meter.
- 12.11. HPCL may, if it so desires also install additional metering equipment for the Green Hydrogen at its battery limits. HPCL shall maintain and operate such metering equipment to measure and calculate the quantities of Green Hydrogen delivered to HPCL. Such metering equipment installed by HPCL shall remain the property of HPCL at all times.
- 12.12. HPCL, at its expense, shall test and calibrate its metering equipment at an interval of six months or within such interval as per manufacturer's recommendation in presence of BOO Operator's representative. Periodic joint calibration shall be carried out at such times as may be mutually agreed between the Parties. BOO Operator shall provide all the testing /calibrating equipment / standard gas required during the joint calibration of the meters. BOO Operator shall also submit to Procurer, calibration certificates of each of the calibrating equipment duly certified from reputed organizations with tractability of the calibration



certificate to National Physical Laboratory (NPL)/ National Test House/ National Institute of Standards and Technology (NIST), USA.

- 12.13. In addition, at the request of HPCL, subject to HPCL providing BOO Operator reasonable advance notice in this regard, BOO Operator shall test the metering equipment in the presence of HPCL's representatives, and if the metering equipment is found on such test to be accurate, HPCL shall pay cost and expense of such test, but on such test if the metering is found to be inaccurate, then the cost and expense of such test and of correcting the inaccuracy in the metering equipment shall be borne by BOO Operator. If on any test, the metering equipment is found to be inaccurate, a correcting invoice /debit/credit note shall be rendered to cover the actual amount of Product and Utilities exchanged between BOO Operator and HPCL for a period of 30 days prior to the date of such test. If on any test of the metering equipment, the measurement of accuracy and repeatability is within limits as specified in Schedule A (see at the end of the clause), the meter shall be considered to be accurate.
- 12.14. The Parties agree that if either Party so desires then any measurement, gauging, analyses or tests, etc., shall be witnessed and verified by an independent surveyor mutually/jointly appointed by the Parties, at BOO Operator's cost and expenses.
- 12.15. If during the Term of this Agreement, the meters or any component of the meters is found to be out of service or registering outside the permissible tolerances, BOO Operator, shall forthwith adjust such component to read centrally and as accurately as possible within such limits or (if that is not possible) replace it with a component that does read centrally and as accurately as possible within such limits. The recordings and computations made on the basis of those recordings shall be corrected with respect to any period of error that is definitely known or agreed by the Parties. All the invoices issued during such period of error shall be amended accordingly to reflect such correction and an adjustment in payment shall be made between Bidder and Procurer accordingly. In the event that the period of error is neither known nor agreed, corrections shall be made for each delivery made during the last half of the period since the date of the most recent calibration of the inaccurate device.

SCHEDULE A: METERING STANDARDS

Description	Recommended Flow Meter	Applicable Standards	Unit	Limits of Accuracy (of Flow Rate) (Instrument Accuracy)	Repeatability
Green Hydrogen	Coriolis Flow Meter	AGA 11	Nm ³ /hr, Tonnes/hr	+/- 0.35 % of actual measured flow rate with pressure temperature compensation	+/-0.2%

Note-1: Flow meters above shall be provided with totalizer.



Note-2: Flow meter shall be provided with pressure, temperature compensation

13. OPERATION AND MAINTENANCE

- 13.1. BOO OPERATOR shall operate and maintain the GHGU upon Commissioning and during the Term of this Agreement in accordance with this Agreement, and if required, modify, repair or otherwise make improvements to the Product Unit to comply with the provisions of this Agreement, Applicable Laws, Permits, Operation Guidelines and Good Industry Practices. For the avoidance of doubt, it is expressly clarified that HPCL shall be solely responsible for undertaking operation and maintenance of the Hydrogen Distribution Network inside Refinery.
- 13.2. The obligations of the BOO OPERATOR in relation to the GHGU and interconnecting pipeline during the Operations Period shall include:
- 13.2.1. Undertaking and ensuring timely renewal and procurement of Permits / licenses / relevant certifications etc. required under Applicable laws;
- 13.2.2. Undertaking the training of employees as required (including, but not limited to, ensuring safety and security, best practices of operations, etc.) carrying out periodic preventive maintenance of the GHGU;
- 13.2.3. Undertaking routine maintenance including prompt repairs of cracks, joints, drainage system, structures, buildings, and other equipment;
- 13.2.4. Undertaking maintenance such as repairs to structures, repairs and refurbishment of equipment;
- 13.2.5. Protection and conservation of the environment and provision of equipment and materials
- 13.2.6. Maintaining the GHGU in a clean, tidy and orderly condition;
- 13.2.7. Taking all measures relating to fire precautions in accordance with relevant Applicable Law including municipal regulations regarding fire precautions and safety and Good Industry Practice;
- 13.3. BOO OPERATOR shall install, operate and maintain closed-circuit television ("CCTV") cameras at the appropriate areas in the GHGU (including perimeter walls with particular focus on metering equipment), in accordance with the requirements pursuant to this Agreement, including the safety related requirements, Applicable Law, Good Industry Practices. BOO OPERATOR, upon HPCL's and/or Relevant Authorities' request, make available the CCTV recordings and/or live feed access to HPCL and/or the Relevant Authority (as the case may be).



- 13.4. BOO OPERATOR shall procure, install and deploy such technologies at the GHGU as maybe necessary to ensure that it is able to discharge its maintenance obligations in accordance with Good Industry Practice.

14. PLANT START AND SHUT DOWN

- 14.1. Unscheduled Outage: The parties agree that

- a. Upon occurrence of an Unscheduled Outage, BOO OPERATOR shall forthwith inform HPCL of the same.
- b. BOO Operator shall be entitled to a maximum of 2 unscheduled outage in 3 months period subject to a maximum of 120 hours per year (Maximum permissible unscheduled outage time period), during the contractual period. In case the unscheduled outages exceed the maximum permissible limit, BOO Operator shall not start the hydrogen production until HPCL has been provided sufficient evidence/ confidence that the pertaining issues related to unscheduled outages have been resolved. HPCL shall have no obligation to procure hydrogen under such circumstances till resolution of issues to HPCL satisfaction.
- c. If the number of Unscheduled Outages with respect to the GHGU for a relevant year during the Operations Period is less than the Maximum Permissible Unscheduled Outage Time Period for such relevant year, BOO OPERATOR shall not be entitled to any reward nor shall BOO OPERATOR be allowed to carry forward such entitlement to the next year.

- 14.2. Scheduled Outage: The parties agree that

- a. BOO Operator to schedule shutdown activities in parallel to HPCL shutdown schedule. For any given year, if HPCL is not having any planned shutdown, BOO Operator & HPCL will mutually agree for shut down period of Green HGU for the relevant year.
- b. BOO Operator shall be entitled to a maximum of 720 (seven hundred twenty) hours of Scheduled Outage once in 4 (four) years matching with the Refinery Units scheduled turn around.
- c. non-exercise of entitlement for Scheduled Outage for any particular 4 (four) year period or number of days of Schedule Outage being less than Maximum Permissible Scheduled Outage Time Period shall not entitle Operator to any reward, nor shall Operator be allowed to carry forward such entitlement to the remainder of the Operating Period

14.3. Regulatory Shutdown

Further, BOO OPERATOR shall be entitled to Shut Down the GHGU in order to comply with the provisions of Applicable Law (including but not limited to Indian Boilers' Act, 1923 and rules



issued thereunder from time to time) for such time period as may be prescribed under Applicable Law (“Regulatory Shutdown”). It is expressly clarified that the definition of the term Regulatory Shutdown shall exclude from its ambit any Shutdown of the GHGU that may have been occasioned on account of BOO OPERATOR’s failure to comply with the provisions of Applicable Law (including any directions, orders, guidelines issued by Relevant Authorities). BOO OPERATOR shall endeavor, to utilize the period of Regulatory Shutdown for undertaking repairs, maintenance and overhaul of the GHGU including replacement of catalyst, chemicals, adsorbents, desiccants, etc.

15. Refinery Shutdown

- 15.1. HPCL may shut down operations of the Refinery from time to time for undertaking repairs, maintenance, upgrades (“Refinery Shutdown”). Details of Refinery Shutdown shall be communicated to BOO OPERATOR in accordance with Clause 21.2 (Scheduling). BOO OPERATOR shall make reasonable endeavor to utilize the Refinery Shutdown time period for undertaking repairs, maintenance and overhaul of the GHGU. For avoidance of doubt, it is expressly stated that any Shutdown of the GHGU that can be solely attributable to Refinery Shutdown shall not be construed as either Scheduled Outage or Unscheduled Outage.
- 15.2. BOO OPERATOR and HPCL shall consult with each other and develop suitable coordination mechanism so as to ensure that Scheduled Outage/Regulatory Shutdown coincide with the Refinery Shutdown so as to minimize any production loss of the GHGU.
- 15.3. If the Refinery shut down leads to non-off take of Hydrogen by HPCL, then for the purposes of calculating shortfall LDs to be levied on BOO Operator, the annual guaranteed offtake quantity will be adjusted considering based on number of Hydrogen non-off take days due to refinery shutdown.

16. INSPECTION, AUDIT AND RECORD KEEPING

- 16.1. **Right of Inspection**
 - 16.1.1. During the Term, HPCL shall have the right to undertake inspections of the GHGU and Production Site, upon providing reasonable prior notice to BOO OPERATOR, for determining compliance of BOO OPERATOR with the terms of this Agreement and provisions of Applicable Law.
 - 16.1.2. HPCL may, from time to time, appoint third party inspectors, in its sole direction, and BOO OPERATOR shall allow such inspectors to access and inspect the Production Site and the GHGU at any reasonable time and shall grant such inspectors unrestricted and unconditional access to all documents in relation to this Agreement.



16.2. Right of Audit

HPCL shall have the right to audit all BOO OPERATOR's and its sub-contractor's documents and records related to this Agreement. Such rights and documents and records shall remain in force and be retained for a period of not less than 3 (three) years after the expiry of this Agreement or any termination thereof.

16.3. Record-keeping

BOO OPERATOR shall maintain necessary documentation with respect to discharge of its obligations under this Agreement for a period of 5 (five) years after the termination of this Agreement.

16.4. Performance Monitoring

- 16.4.1. Operators shall install necessary equipment to continuously measure the GH2 production and purity. The Operator shall submit such data along with the annual performance assessment report through online portal to HPCL/MNRE or any other Relevant Authority for monitoring.
- 16.4.2. The Operator shall also submit information as required by HPCL/ MNRE for regular monitoring of status of the Project.

17. Title and risk

The Parties agree that title and risk to the GH2 shall pass from BOO OPERATOR to HPCL at the Delivery Point.

18. Expansion of the GHGU

- 18.1. BOO OPERATOR may, at its own cost and expense, undertake capacity addition and expansion of the GHGU, from time to time. Prior to undertaking any such expansion of the GHGU, BOO OPERATOR shall be required to obtain approval of the same from HPCL. Upon augmentation of the capacity of the GHGU, BOO OPERATOR shall be obligated to comply with the provisions of the Clause 19 (ROFR).
- 18.2. The provisions of this Agreement insofar as they relate to construction, testing and commissioning and any other requirements, shall apply, mutatis-mutandis, to such expansion of the GHGU.

19. RIGHT OF FIRST REFUSAL (ROFR)

- 19.1. The Parties agree that if at any time during the Operations Period, the GHGU undergoes



capacity augmentation/technological upgradation, modification, restructuring, retrofitting, etc., as a consequence of which surplus quantity of Green Hydrogen is generated at the GHGU, over and above the then prevailing levels, BOO OPERATOR shall issue a notice to HPCL specifying the details of the quantity of Green Hydrogen that is available for purchase, price at which such surplus quantity of Green Hydrogen is available and any other relevant terms and conditions.

- 19.2. HPCL shall have a preferential right to purchase such additional quantity of Green Hydrogen that is generated at the GHGU. In the event that BOO OPERATOR does not receive any communication from HPCL expressing its willingness to purchase such additional quantity of Green Hydrogen within 60 (sixty) days from the date of receipt of such notice by HPCL, BOO OPERATOR shall be entitled to sell such surplus Green Hydrogen to third party customers provided that the terms and conditions governing the sale of such surplus Green Hydrogen to third party customers shall be no more favorable than the terms and conditions offered to HPCL (“Right of First Refusal”).
- 19.3. The Parties agree that HPCL shall be entitled to exercise its Right of Refusal every time that the quantity of the Green Hydrogen generated at the GHGU increases on account of capacity augmentation/technological upgradation, modification, restructuring, retrofitting, etc., during the term of this agreement.

20. SUPPLY

- 20.1. On and from the Scheduled Delivery Date, and throughout the Term of the Agreement, BOO OPERATOR shall deliver Green Hydrogen at the Delivery Point in accordance with the Specifications, Operation Guidelines, Applicable Law, Licenses, Permissions and the terms of this Agreement.
- 20.2. Representatives of BOO OPERATOR and HPCL shall meet from time to time to co-ordinate and mutually discuss HPCL’s requirement of Green Hydrogen. In order to ensure smooth and seamless coordination in sale and purchase of Green Hydrogen between the Parties, BOO OPERATOR and HPCL shall jointly develop operational and communication guidelines from time to time and comply with the same. BOO OPERATOR and HPCL shall adopt and comply with operational and communication guidelines as mutually agreed from time to time.
- 20.3. Subject to the terms of this Agreement and BOO Operator after supplying the contracted capacity to HPCL, BOO OPERATOR may, undertake merchant sale of excess Green Hydrogen generated at the GHGU(over and above the guaranteed offtake quantity for HPCL) to third party customers upon such terms and conditions as mutually agreed between the Parties.

21. QUANTITY AND SCHEDULING



21.1. Annual Guaranteed Offtake Quantity

- 21.1.1. On and from the Scheduled Delivery Date, the aggregate quantity of Green Hydrogen that BOO OPERATOR shall be required to sell and deliver at the Delivery Point and the aggregate quantity that HPCL shall be required to purchase and offtake at the Delivery Point during a particular Financial Year shall be minimum of 5,000 MT (“Annual Guaranteed Offtake Quantity”). It may be noted that monthly variation in Green Hydrogen quantity is allowed with mutual consent but the annual Green Hydrogen quantity with mutual consent but the annual Green Hydrogen quantity shall not be more than 5,000 MT. The quantity shall be prorated based on remaining period for the first financial year in which SCSD falls and last financial year of contract.
- 21.1.2. The Parties agree that in the event a Force Majeure Event lasts for a period greater than 10 (ten) days during the course of a Financial Year, the Parties shall revise the Annual Guaranteed Offtake Quantity for such Financial Year pursuant to mutual discussions.

21.2. SCHEDULING

- 21.2.1. The Parties agree that during the Financial Year in which the Scheduled Delivery Date is proposed to occur, HPCL shall provide BOO OPERATOR details of the Refinery Shutdown for the upcoming Financial Year at least 15 (fifteen) days prior to the Scheduled Delivery Date. Thereafter, not later than 15th March of every Financial Year, HPCL shall provide BOO Operator details of the proposed Refinery Shutdown for the upcoming Financial Year.
- 21.2.2. Not later than 20th March of every Financial Year, BOO OPERATOR shall be required to submit details of BOO OPERATOR’s month wise supply schedule of Green Hydrogen (GH₂) corresponding to the Annual Guaranteed Offtake Quantity that BOO OPERATOR proposes to deliver to HPCL for the immediately succeeding Financial Year, as per the format provided below, provided that with respect to the Financial Year in which the Scheduled Delivery Date is proposed to occur, BOO OPERATOR shall be required to submit such details to HPCL at least 10 (ten) days prior to the Scheduled Delivery Date (“Annual Supply Schedule”). The Annual Supply Schedule as proposed by BOO OPERATOR shall take into consideration details of the Refinery Shutdown as communicated by HPCL under Clause 21.2.1. For the purposes of this Agreement, “Monthly Proposed Quantity” shall refer to the quantity of Green Hydrogen (GH₂) that BOO OPERATOR proposes to deliver each month of the Financial Year, as set out under the Annual Supply Schedule.

Format of Annual Supply Schedule

Month of FY	Monthly Proposed Quantity
April	[insert]
May	[insert]
June	[insert]
July	[insert]



August	[insert]
September	[insert]
October	[insert]
November	[insert]
December	[insert]
January	[insert]
February	[insert]
March	[insert]
Total	Annual Guaranteed Offtake Quantity

21.2.3. No later than 25th day of every month, BOO OPERATOR shall be required to communicate in writing to HPCL deviations, if any, to the Monthly Proposed Quantity for the immediately succeeding month. BOO OPERATOR agrees that deviations proposed by BOO OPERATOR to the Monthly Proposed Quantity shall be without prejudice to BOO OPERATOR's obligation to supply HPCL Green Hydrogen (GH₂) corresponding to the Annual Guaranteed Offtake Quantity during any Financial Year.

21.2.4. No later than 0900 Hours of each day of the relevant Financial Year (other than days corresponding to Scheduled Outage, Unscheduled Outage, Force Majeure, Refinery Shutdown, regulatory shut down) BOO OPERATOR shall be required to submit a daily supply schedule indicating therein the hour wise rate at which it shall supply Green Hydrogen (GH₂) to HPCL at the Delivery Point for the immediately following 24 hours, commencing from 12:00 Hours of such day, as per the format provided herein below ("Daily Supply Schedule"). For the purposes of this Agreement, "Nominated Rate of Delivery" shall refer to each of the hourly rates at which BOO OPERATOR proposes to deliver Green Hydrogen (GH₂) to HPCL as set out under the Daily Supply Schedule.

Format of Daily Supply Schedule

Time Slot	Nominated Rate of Delivery
1200 to 1300 Hours	Bidder to specify
1300 to 1400 Hours	Bidder to specify
---	Bidder to specify
1100 to 1200 Hours	Bidder to specify

21.2.5. Notwithstanding anything contained in this Agreement, the Parties agree that the Nominated Rate of Delivery for any given hour shall be limited to a maximum upward/downward adjustment of 200 Kg/hr against the Nominated Rate of Delivery of the immediately preceding hour ("Adjustment Rate"). Nominal rate or Base Rate of hydrogen supply shall be 625 kg/hr. The minimum and maximum green hydrogen supply rate shall be limited to 30% and 140% of nominal hydrogen supply rate respectively.

21.2.6. BOO Operator agrees and undertakes that in the event that it supplies Green Hydrogen to



HPCL in breach of the clause 21.2.5, HPCL may decide to stop purchase of green hydrogen till the period such issue is resolved by SUPPLIER to the satisfaction of HPCL.

22. Records

- 22.1. BOO OPERATOR shall record, in its operating records Nominated Rate of Delivery and the quantities of Product(s) delivered to HPCL on a daily basis. Access to such records shall be made available to HPCL on an ongoing basis.
- 22.2. BOO Operator shall install necessary equipment to continuously measure the GH2 production & its purity. They are required to submit this data through online portal to HPCL/ MNRE or any other designated agency for monitoring.
- 22.3. In addition to above, the successful bidder shall also submit information as required by HPCL/ MNRE for regular monitoring of status of the project, HPCL/ MNRE may develop a standard monitoring template/ parameter for capturing regular progress of the project.

23. Future Requirements

HPCL and BOO OPERATOR shall also periodically discuss any future requirements of HPCL for Green Hydrogen beyond the Annual Guaranteed Offtake Capacity which shall require augmentation of the capacity of the GHGU.

24. SPECIFICATIONS AND OFF-SPEC PRODUCT

- 24.1. BOO OPERATOR agrees to deliver Green Hydrogen at the Delivery Point in accordance with the Specifications, Applicable Law and the terms and conditions of Permits. It shall be the sole responsibility of BOO OPERATOR to ensure that the Green Hydrogen delivered at the Delivery Point meets the Specifications, Applicable Law and the terms and conditions of Permits.

24.1.1. Green Hydrogen shall have the following minimum specification:

Parameters	Values	TEST METHOD
Hydrogen purity	99.9 mol. % min.	
CO	1 ppmv max	ASTM D2504
CO2	10 ppmv max	ASTM D2505
Chlorides	<0.1 ppmv	Draeger tube 8103481
Chlorine+ Chlorides	1.0 ppmv max	Draeger tube 8103481
CH4	0.1 mol%	ASTM D2505



Parameters	Values	TEST METHOD
Nitrogen	Basic Nitrogen <0.1 ppm Total Nitrogen <1ppm	ASTM D2504
H2O	50 ppmv max	
Oxygen	5 ppmv max	
KOH	NIL	
Metals, ppm)	NIL	ASTM D6350 for Hg

Notes:

- i. Bidder to report Molecular weight, Kg/Kmol for product Hydrogen.
- ii. Bidder to report Dust Distribution (>10micrometer & <10micrometer) in mg/Nm³ for product Hydrogen
- iii. Bidder to indicate any other impurities which can be present along with their typical level. HPCL will evaluate the same and will confirm its acceptable level based on feedback from process unit Licensor feedback.
- iv. The test method shall be mutually agreed during the contractual period with successful bidder.

24.1.2. Battery limit conditions:

The following feed and product battery limit conditions to be followed or provided by BOO Operator at Delivery Point:

Green Hydrogen (GH ₂)	Minimum	Normal	Maximum
Pressure, kg/cm ² g	22	23	25
Temp, deg C	Ambient	40 (or Ambient)	40

- 24.2. The product shall be inspected at the point of delivery for quality and quantity, by HPCL. The inspection may also be carried out by HPCL or by third-party Quality Inspector empaneled by HPCL. The findings of the inspector shall be final and binding on both parties. However, parties shall reserve rights to raise disputes (if any) before the Dispute Resolution Authority.
- 24.3. HPCL has the right (at its own expense), to check the quality or quantity of the product at point of delivery. The inspection may also be carried out by third-party Quality Inspector empaneled by HPCL. The certificate issued by the certified independent inspector shall be accepted by both parties and will be the basis for any quantity/quality claim by HPCL. In case the purity of GH₂ supplied by Supplier is found to be less than committed purity, HPCL will be under no obligation to offtake such GH₂.
- 24.4. BOO OPERATOR shall procure, install, operate, maintain at its own cost and expense, necessary instruments, analyzers and ancillary facilities which shall analyze on a real time



basis whether the Green Hydrogen delivered by BOO OPERATOR at the Delivery Point is compliant with all the Specifications.

BOO OPERATOR shall ensure that HPCL and its representatives have independent access to such instruments and analyzers and have suitable access to monitor on a real time basis that the Green Hydrogen (GH₂) delivered at the Delivery Point by BOO OPERATOR is compliant with all the Specifications.

Further, BOO OPERATOR agrees and undertakes that it shall calibrate the aforementioned instruments, analyzers and other facilities from time to time, as required, after providing HPCL reasonable notice of the same. BOO OPERATOR agrees that the representatives of HPCL shall be entitled to be present every time the aforementioned instruments and analyzers are calibrated by BOO OPERATOR.

- 24.5. If required by HPCL, BOO OPERATOR agrees that it shall also provide relevant documentation/ tests reports from accredited and independent laboratories confirming that the Green Hydrogen delivered by BOO OPERATOR at the Delivery Point is in compliance with the Specifications. Any costs related to undertaking such tests shall be required to be borne by BOO OPERATOR.
- 24.6. HPCL may, in its absolute discretion make any and all reasonable enquiries regarding the quality and handling of the Green Hydrogen (GH₂) which BOO OPERATOR proposes to deliver at the Delivery Point, (including details of the laboratory which has tested the Green Hydrogen (GH₂), instruments, analyzers facilities and procedures relied upon by BOO OPERATOR in relation to testing of the Green Hydrogen (GH₂)) and may perform such tests and inspection thereon, in each case as it reasonably considers necessary to determine that the Green Hydrogen (GH₂) delivered at the Delivery Point is in compliance with the Specifications provided. BOO OPERATOR shall promptly respond to any such enquiries and provide all reasonable assistance to HPCL in connection with any such tests and inspections.
- 24.7. For the purposes of this Agreement, Green Hydrogen shall be deemed to be “Off- Spec” if it does not conform to (i) the Specifications; (ii) Applicable Law; and (iii) the terms and conditions of this Agreement.
- 24.8. BOO OPERATOR shall be obligated to ensure that there is automatic shutdown of supply of Green Hydrogen at the Delivery Point if Off-Spec and that under no circumstances, shall BOO OPERATOR deliver Off-Spec Gas to HPCL at the Delivery Point.
- 24.9. Without prejudice to the terms of Clause 24.8, if due to unavoidable circumstances, Off- Spec Green Hydrogen (GH₂) is delivered by BOO OPERATOR to HPCL:
- 24.9.1. HPCL shall be entitled to reject such Off-Spec Green Hydrogen (GH₂) by providing BOO OPERATOR with verbal notice which shall be followed by written confirmation by way of e-mail within four (4) hours of delivery of the Off-Spec Green Hydrogen (GH₂); and



- 24.9.2. BOO OPERATOR shall, at its own cost and expense, take such steps as may be necessary to remedy the situation (including making necessary arrangements for disposal of Off- Spec Green Hydrogen (GH₂); and
- 24.9.3. BOO OPERATOR shall be obligated to indemnify, defend, save and keep HPCL harmless against:
- (a) All claims, demands, proceedings, costs, losses, damages, and/or expenses (including reasonable attorney fees) for death of or injury to any person resulting from such delivery, storage, transport and use of Off-Spec Green Hydrogen (GH₂);
 - (b) All claims, demands, proceedings, costs, losses, damages, and/or expenses (including reasonable attorney fees) incurred by HPCL as a result of damage caused to the Refinery resulting from such delivery, storage, transport and use of Off-Spec Green Hydrogen (GH₂);
 - (c) All claims, demands, proceedings, costs, losses, damages, and/or expenses (including reasonable attorney fees) incurred by HPCL in disposing of the Off Spec Green Hydrogen (GH₂) from the Refinery;
 - (d) All claims, demands, proceedings, costs, losses, damages, and/or expenses (including reasonable attorney fees) incurred by HPCL as a result of damages caused to third parties due to supply, storage, transport and use of such Off-Spec Green Hydrogen (GH₂).
 - (e) Total liability applicable for above points is capped at the value of Purchase price of GH₂ (LCOH) x Annual Guaranteed offtake quantity of GH₂. The capping of this total liability is not applicable for Clause 26 (Price Reduction)
- 24.10. Notwithstanding anything contained elsewhere in this Agreement, Off-Spec Green Hydrogen shall be deemed to be Green Hydrogen not delivered by BOO OPERATOR to HPCL. It is expressly clarified that Off-Spec Hydrogen delivered by Operator to HPCL shall not be taken into account while determining the quantity supplied by the BOO Operator at the end of any relevant Financial Year.

25. Pricing:

- 25.1. The Parties agree and acknowledge that the Levelised Cost of Hydrogen (LCOH) shall remain fixed for the entire term subject to Clause 25.2 and /or Clause 25.6 and/or Clause 15.
- 25.2. BOO OPERATOR agrees and undertakes that during the Term, post submission of the bid, if BOO OPERATOR becomes eligible for any production linked incentive scheme, government incentive, subsidy or any other similar benefit in connection with the development and operations of the GHGU (including generation of Green Hydrogen (GH₂) at the GHGU) resulting in reduction of LCOH, BOO OPERATOR shall avail the benefit upon issuance of notification and pass on the 90% benefit in LCOH to HPCL during contract period from the



effective date of admissibility of the such incentive.

25.3. On and from the First Delivery Date, at the end of each calendar month, BOO OPERATOR and HPCL shall read the metering equipment in accordance with Clause 12 to determine the quantity of Green Hydrogen (GH₂) delivered to HPCL at the Delivery Point during such billing period. Based on such readings, BOO OPERATOR shall invoice HPCL the Monthly Tariff Charges which shall be computed as provided below in Clause 25.4. BOO OPERATOR agrees that the invoices shall provide detailed breakdown of the Monthly Tariff Charges. HPCL shall be obligated to make payments of such invoiced amounts, if undisputed, within 30 (thirty) days of receipt of such invoice.

25.4. For any relevant month, the Monthly Tariff Charges payable by HPCL to BOO OPERATOR shall be the product of the aggregate quantity of Green Hydrogen (GH₂) off-taken by HPCL at the Delivery Point as recorded by the metering equipment for such relevant month and the LCOH.

Supply of Hydrogen beyond specified limits for operating range of 30% to 140% of the base capacity (625 kg/hr) or Supply of hydrogen not meeting the specifications (quality or battery limit conditions) as per GHPA or supply of hydrogen not confirming to any of the tender conditions shall not be counted towards quantity of Green Hydrogen (GH₂) off-taken by HPCL.

25.5. Within 7 (seven) days of the First Delivery Date, HPCL shall open a standby revolving letter of credit / Bank guarantee in favor of BOO OPERATOR for an amount equal to 1- month average invoice value ("Standby Letter of Credit") which shall remain in force during the term of the agreement. Monthly average invoice value/ Standby letter of credit shall be of value equal to (LCOH X Annual guaranteed offtake quantity/12)

If HPCL fails to make the payments of the undisputed amounts payable with respect to 3 (three) consecutive monthly invoices, BOO OPERATOR shall have the option to claim the undisputed portion of the payment through the Standby Letter of Credit / Bank guarantee against presentation of the following documents:

- (a) Certified copies of the said unpaid invoice(s) against which payment is claimed;
- (b) Certificate of the BOO OPERATOR certifying the undisputed amount due against each Invoice in respect of which the claim is made supported by a certified copy of the Joint Reading for quantity of gases supplied (if any). HPCL shall certify the reading taken by the BOO OPERATOR, in the event HPCL's representative fails to appear for joint reading as per agreed schedule mentioned elsewhere in the conditions of contract.
- (c) Receipt of the BOO OPERATOR for the undisputed amount of the invoice(s) claimed.

25.6. In case of price de-escalation of Renewable Power, resulting in reduction of production cost of GH₂, price de-escalation of LCOH shall be negotiated between HPCL and BOO Operator at mutually agreed terms and conditions at suitable periodicity (at least once in 5 years) during



the term of this agreement.

- 25.7. Scheme guidelines dtd. 16.01.24 for Implementation of SIGHT Programme Component- II (Incentive for procurement of Green Hydrogen under Mode-2B), as amended from time to time, are issued by Ministry of New & Renewable Energy. BOO OPERATOR to consider the same & quote accordingly.
- 25.8. Additionally, the BOO operator should not claim renewable energy certificate (REC) or carbon credits on production of green hydrogen & HPCL shall have the right to avail any benefit out of such RECs or carbon credits. Such REC or carbon credits etc. shall be passed on to HPCL without any financial implication. The renewable energy utilized for production of green hydrogen shall be accounted towards HPCL RPO Obligation.

26. PRICE REDUCTION

26.1. BOO Operator:

- 26.1.1. In the event that the GHGU has not been commissioned on or prior to the Scheduled Commencement of Supply Date (SCSD), for reasons other than Force Majeure or HPCL not fulfilling its obligations under this Agreement, price reduction shall be applicable which shall be computed as per the formula provided below:

Applicable price reduction shall be 1/8% for each completed week or part thereof subject to maximum of 5% of the total Project cost (Project cost = LCOH (Basic) X Annual Quantity X 7.5)

If the delay in First Delivery Date extends such that maximum price reduction under this clause have become applicable, it shall be considered an Operator Event of Default and HPCL at its sole discretion may terminate the Agreement as per Clause 32.1.

- 26.1.2. In the event that BOO OPERATOR fails to supply Green Hydrogen (GH₂) corresponding to the Annual Guaranteed offtake Quantity i.e. 5000 MT during a relevant Financial Year for reasons other than Force Majeure or HPCL Event of Default, price reduction shall be applicable which shall be computed as per the formula provided below:

Supply	Price Reduction
Up to 98% annual guaranteed quantity	Nil
<98% of annual guaranteed quantity	20% of LCOH (Basic) * Shortfall quantity

“Shortfall Quantity” = Difference between the annual guaranteed quantity of Green Hydrogen (GH₂) and the actual quantity of Green Hydrogen (GH₂) supplied by BOO OPERATOR during



such relevant financial year. For the year of commissioning the annual guaranteed quantity of green hydrogen shall be prorated.

- 26.1.3. Supply of Hydrogen beyond specified limits for operating range of 30% to 140% of the base capacity or Supply of hydrogen not meeting the quality specifications and battery limit conditions as per GHPA or supply of hydrogen not confirming to any of the tender conditions shall not be counted towards supplied annual quantity of hydrogen. Then this shall be treated as supply shortfall and price reduction shall be applicable as per provisions of the tender.
- 26.1.4. The total price reduction shall be limited to value equivalent to LCOH (basic) X One year guaranteed off take GH2 quantity
- 26.1.5. In case any deviation is taken by the vendor, from our Price Reduction Clause, while evaluating the offer, the offer will be loaded to the extent of vendor's non-acceptance to the Price Reduction Clause.

26.2. HPCL

- 26.2.1. In the event that the GHGU has been Commissioned on or prior to the Scheduled Commencement of Supply Date (SCSD), but HPCL is not in a position to off-take Green Hydrogen (GH2) from the Delivery Point due to reasons solely attributable to HPCL, then HPCL is not liable to make any additional payment.
- 26.2.2. In the event that HPCL fails to offtake Green Hydrogen (GH2) corresponding to the Annual Guaranteed Quantity i.e. 5000 MT during a relevant Financial Year for reasons solely attributable to HPCL, HPCL shall be liable to pay which shall be computed as per the formula provided below:

Supply	HPCL Payable amount
Up to 98% annual guaranteed offtake	Nil
<98% of annual guaranteed offtake	20% of LCOH (Basic) * Shortfall quantity

“Shortfall Quantity” = Difference between the annual guaranteed off take quantity of Green Hydrogen (GH2) and the actual quantity of Green Hydrogen (GH2) offtaken by HPCL during such relevant financial year. For the year of commissioning the annual guaranteed quantity of green hydrogen shall be prorated.

- 26.2.3. Supply of Hydrogen beyond specified limits for operating range of 30% to 140% of the base capacity or Supply of hydrogen not meeting the quality specifications and battery limit



conditions as per GHPA or supply of hydrogen not confirming to any of the tender conditions shall not be counted towards supplied annual quantity of hydrogen.

BOO operator shall have flexibility to export the surplus renewable power to power exchange/ third party through open access for the time duration intimated by HPCL for non-offtake of green hydrogen. HPCL shall intimate BOO operator 24 hours in advance for non-offtake of green hydrogen and readiness to resume offtake of green hydrogen.

The Refinery Turn Around period (30 days and once in 4-year interval) shall not be considered while calculation of above HPCL Payable amount. Annual Guaranteed Offtake Quantity and 8000 hours of operation shall be reduced by 30 days on pro-rata basis for calculation of above HPCL Payable amount.

26.2.4. The total HPCL payable amount shall be limited to value equivalent to LCOH (basic) X One year guaranteed off take GH2 quantity

26.3. The Parties acknowledge that price reduction under this Clause 26 shall not relieve the defaulting Party from the performance of its obligations under this Agreement. The Parties expressly agree that the non-defaulting Party shall be entitled to seek injunctive and other equitable relief to prevent the breach, or the further breach, of any of the terms and provisions hereof. Further, the non-defaulting Party shall also be entitled to claim or recover from the defaulting Party any losses, damages, costs and expenses suffered/incurred by the non-defaulting Party as a result of the breach by the defaulting of any obligations hereunder. No right, power or remedy herein conferred on the Parties is intended to be exclusive of any other right, power or remedy. Every right, power and remedy shall, to the extent permitted under Applicable Laws, be cumulative and in addition to every other right, power and remedy given hereunder or now hereafter existing at law or in equity or otherwise, and may be exercised from time to time and as often and in such order as may be deemed expedient by the Parties.

26.4. The Parties agree that each Party shall be entitled to deduct price reduction payable by the defaulting Party from any money due or that may become due to the non- defaulting Party or the Performance Security/Stand-By Letter of Credit, as the case maybe.

27. REPRESENTATIONS & WARRANTIES

27.1. HPCL's Representations and Warranties: HPCL represents and warrants as to itself that:

- i. It is duly organized and validly existing entity under the laws of India and has all requisite legal right, power and authority to execute and deliver the Agreement and all the Agreements to which it is a Party and to carry out the terms, conditions and provisions hereof and thereof.
- ii. The execution, delivery and performance by it of the Agreement and all of the



Agreements and documents referred to herein to which it is a Party have been duly authorized by all requisite corporate action, and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party. The execution, delivery and performance by it of the Agreement and all of the agreements and documents referred to herein to which HPCL is a Party does not constitute a violation of any statute, judgment order, degree or regulation or rule of any court, government authority or arbitrator of competent jurisdiction applicable or relating to HPCL, its assets or its business; and

- iii. The Agreement constitutes its valid, legal and binding obligation, enforceable in accordance with the terms hereof except that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar Law affecting HPCL's rights generally and except to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defenses, the discretion of the court before which any proceeding thereof may be brought and the principles of equity in general.

27.2. BOO OPERATOR's Representation and Warranties: BOO OPERATOR represents and warrants as to itself that:

- i. It is duly organized and validly existing entity under relevant laws. It has complied with the requirements of all applicable laws and all requisite legal right, power and authority to execute and deliver the Agreement and all the Agreements and documents referred to herein to which it is a Party and to carry out the terms, conditions and provisions hereof and thereof,
- ii. The execution delivery and performance by it of the Agreement and all of the Agreements and documents referred to herein to which it is a Party have been duly authorized by all requisite corporate action, and will not contravene any provisions of, or constitute a default under, any other Agreement or instrument to which it is a party. The execution, delivery and performance by it of the Agreement and all of the Agreements and documents referred to herein to which the BOO OPERATOR is a Party does not constitute a violation: -
 - a. of any statute, judgment order, degree or regulation or rule of any court, government authority or arbitrator of competent jurisdiction applicable or relating to BOO OPERATOR, its assets or its business;OR
 - b. BOO OPERATOR articles, constituting documents or any indenture, Agreement or Agreement to which it is a party or by which it or its property is bound.
- iii. The Agreement constitutes its valid, legal and binding obligation, enforceable in accordance with the terms hereof except that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar Law



affecting BOO OPERATOR's rights generally and except to the extent that the remedies of specific performance, injunctive relief and other forms of equitable relief are subject to equitable defences, the discretion of the court before which any proceeding thereof may be brought and the principles of equity in general.

- iv. There are no attachments or warrants served on it, in respect of sales tax, income tax, Central Govt. revenues or any other State Government of India revenues, any other taxes and dues, that might materially adversely affect its ability to meet and carry out its obligations under the Agreement;
- v. There are no actions, suits of proceeding pending or, to its knowledge threatened against or affecting the BOO OPERATOR and the Sponsor, before any court or administrative body or arbitral tribunal that might materially adversely affect its ability to meet and carry out its obligations under the Agreement.
- vi. It is not in default under any Agreement to which it is a party or by which it or its property may be bound, nor in any material default of any obligation under the Agreement and all of the Agreements and documents referred to herein to which it is a Party.

28. FORCE MAJEURE

- 28.1. "Force Majeure" shall mean war (declared or undeclared), revolution, civil war, tidal wave, fire, explosion, major flood, earthquake, sabotage, terrorism activity of a severe magnitude, quarantine or other act of God, epidemic and pandemic as notified by the appropriate government, rules and regulations or orders prohibiting the establishment or operation of the BOO OPERATOR's Production Plant or relevant plant of HPCL, national strike (if BOO OPERATOR's Production Plant and HPCL's relevant plant are affected) but will not include a self-induced Force Majeure, or equipment break down, commercial hardship or financial inability.

For the purpose of this Clause, the BOO Operator's Production Plant shall cover the Green Hydrogen Generation unit, renewable power generation plant(s) to operate this GHGU.

28.2. Effects of Force Majeure Events:

Subject to the provisions of the Agreement, in the event that a Party is rendered unable, by reason of event of Force Majeure affecting the Party after the date hereof to perform wholly or in part any material obligation of that Party set forth in the Agreement the obligations of both Parties shall be suspended or excused to the extent affected by such Force Majeure

28.3. Notice

Upon the occurrence of an event of Force Majeure, the affected Party shall notify the other Party in writing within forty eight (48) hours of the alleged beginning thereof giving full



particulars, its estimated duration of Force Majeure event and satisfactory evidence in support of its claim, and notwithstanding the prior commencement of the force majeure event, the force majeure event shall be deemed to have occurred not earlier than 48 (forty eight) hours after the other Party receives the notice of the force majeure.

Upon cessation of the event of Force Majeure, the affected Party shall forthwith give written notice of such cessation to the other Party and shall as soon as reasonably possible, resume performance of its obligations suspended by the force majeure.

28.4. Actions consequent upon force majeure

28.4.1. The affected Party shall:

- (a) Use reasonable endeavors to minimize the effects of Force Majeure and remedy any inability to perform due to Force Majeure.
- (b) Provide daily reports to the other Party regarding its progress in overcoming the adverse effects of the Force Majeure.
- (c) As soon as reasonably practicable, provide the other Party in writing such information as may be reasonably required to justify the claim of Force Majeure.
- (d) If the BOO OPERATOR's Production Plant is in whole or part damaged or destroyed due to the Force Majeure event, the BOO OPERATOR shall forthwith take all steps necessary to repair, restore and/or replace the BOO OPERATOR's Production Plant to make it operational and productive as soon as is reasonably possible. BOO OPERATOR shall ensure to take all steps reasonably required to restore its ability to perform its obligations under the Agreement as soon as is reasonably possible, including the rebuilding of any affected part of the Production Facility provided that the affected BOO OPERATOR shall not be obliged to take any steps which would not be in accordance with Good Industry Practice.

28.4.2. Upon the occurrence of the Force Majeure, both parties shall promptly meet to discuss in good faith the effect and the likely duration of the effect of the Force Majeure and the steps to be taken to overcome the effects of the Force Majeure and the remedial actions to be taken by the other Party to mitigate the effects of the Force Majeure on the BOO OPERATOR's Production Plant or relative HPCL's plant(s) as the case maybe.

28.5. Monetary Obligations during Force Majeure

No amounts shall be payable in respect of Events or circumstances which are covered by Force Majeure Events. It is specifically agreed that, if there is Force majeure at HPCL's premises and HPCL is unable to consume Requested quantity of Hydrogen, then HPCL will also not pay any amount in this regard to BOO OPERATOR.



29. Change in law:

- 29.1. For the purpose of this clause, the term 'Change in Law' shall refer to the occurrence of the following events, after the last date of the bid submission, including (i) the enactment of any new law; or (ii) any change in the rates of any taxes which have a direct effect on the Project. However, Change in Law shall not include any change in taxes on corporate income or any change in any withholding tax on income or dividends.
- 29.2. If a change in law results in any financial loss/ gain to the supplier/procurer, then to ensure that the supplier/procurer is placed in the same financial position as it would have been had it not been for the occurrence of the change in law, the supplier/ procurer shall be entitled to pass through by the other party, as the case may be, subject to the condition that the quantum and mechanism of compensation payment shall be determined and shall be effective from such date as may be mutually agreed. In case of dispute the same shall be decided by the Dispute Settlement Mechanism as provided in clause 39 of in this document.

30. INSURANCE

BOO OPERATOR confirms that its Production Plant and facilities and operating personnel will be adequately covered under insurance along with coverage of third party liability.

The BOO OPERATOR, at its sole cost and expense, shall continue to obtain and maintain all the Construction Insurance Policies and Operational Insurance Policies required to be taken in respect of the Production Plants as required by the Financers or by the laws of India; or as may be necessary in accordance with the Best Operating Practices. BOO operator shall ensure that HPCL is named as an additional insurer on all insurance policies with respect to third party liability insurance. Third party Insurance policy taken by BOO OPERATOR shall have provision for Waiver of Subrogation in favour of HPCL.

Any failure by BOO OPERATOR to obtain the insurance coverage or certificates of insurance as required, shall neither relieve BOO OPERATOR of the insurance requirements set forth herein nor relieve or limit in any way BOO OPERATOR's obligations and liabilities under any other provision of the Agreement.

The under mentioned minimum coverage or such additional coverage as may reasonably be required, shall be maintained or cause to be maintained by the BOO OPERATOR throughout the Agreement period:

- Workers Compensation and Employers Liability
- General Liability Insurance
- Builders All Risk Insurance
- Marine Cargo insurance (if required)



- All Risk Property/Comprehensive Machinery Insurance (Upon Completion of Construction)
- Third Party Liability Insurance

To the extent that the above insurance policies are available through Indian insurance companies, preference shall be given to such Indian Insurance Companies.

Notwithstanding any liability that may arise under the Agreement, any loss for which compensation is due to the BOO OPERATOR under this Article, shall not be charged to HPCL in any way.

31. ASSIGNMENT, ENCUMBRANCE, SUBCONTRACTING

31.1. Assignment

- 31.1.1. The Contract and benefits and obligations thereof shall be strictly personal to the BOO Contractor shall not on any account be assignable or transferable to a third party by the BOO Contractor without having obtained in writing the prior approval of other party.
- 31.1.2. Any assignment or transfer that is made or effected in a manner that is not in strict accordance with the provisions of this Clause shall be *void ab initio*.

31.2. Encumbrance

- 31.2.1. Notwithstanding anything to the contrary contained in this Agreement, BOO OPERATOR shall not create nor permit to subsist any Encumbrance on the Production Site or sub- let any portion of the Production Site except with prior consent in writing of HPCL, which consent HPCL shall be entitled to decline without assigning any reasons.

32. TERMINATION

32.1. BOO OPERATOR Event of Default

Subject to Clause 32.2, HPCL shall be entitled to terminate this Agreement upon occurrence of any of the following events (provided these events of default are not caused by Force Majeure or HPCL being unable to fulfil its obligations under this Agreement):

- (a) BOO OPERATOR has Abandoned the GHGU for a consecutive period of 6 (six) weeks,
- (b) Delay in achieving first delivery date and upon the maximum price reduction having become applicable as per clause 26.1.1
- (c) BOO OPERATOR fails to obtain and maintain the Performance Security in accordance with the terms of this Agreement;



-
- (d) BOO OPERATOR is in material breach of the terms and conditions of this Agreement;
 - (e) Any interference with/disruption of the operations of the Refinery caused due to acts/omissions of BOO OPERATOR;
 - (f) BOO OPERATOR fails to supply Green Hydrogen (GH₂) for a continuous period of 6 (six) months;
 - (g) BOO operator continues to supply GH₂ quantity at less than Annual guaranteed quantity after maximum price reduction under clause 26.1.4 have become applicable, then HPCL at its sole discretion may terminate the Agreement.
 - (a) Unscheduled Outage time period attributable to BOO operator as per Clause No. 14.1 (b) of Conditions of Contract, exceeds 360 hours for any block of 3 consecutive years.
 - (b) Any representation or warranty of BOO OPERATOR herein contained, which is as of the date hereof, found to be materially false, incorrect or misleading or BOO OPERATOR is at any time hereafter found to be in breach thereof;
 - (c) Dissolution of BOO Operator, or commencement of insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency Law or any other applicable law.
 - (d) An execution is levied on the assets of BOO OPERATOR at the Production Site;
 - (e) BOO OPERATOR repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement;
 - (f) BOO OPERATOR creates any Encumbrance in breach of this Agreement.
 - (g) BOO OPERATOR fails to obtain and maintain insurance policies in accordance with the terms of this Agreement;
 - (h) BOO Operator fails to issue LOIs/ POs for procurement of Electrolyser within 180 days of signing of GHPA and fails to execute PPA for Renewable Power within 180 days of signing of GHPA.
 - (i) BOO Operator fails to execute MOUs with its bidding partner's within 3 months from award of LOA
 - (j) BOO Operator has not procured relevant Permissions and licenses for commencement of construction under this Agreement within 180 days from the date of signing of GHPA;
 - (k) BOO Operator fails to obtain and submit with HPCL the copy of green hydrogen certificate issued from MNRE/ BEE for a consecutive period of 3 quarters.
 - (l) BOO Operator fails to convert Consortium MoU into a JV agreement within 4 months from the date of award of Letter of Acceptance (LoA).

Each of the events described under Clauses 32.1 (a) to 32.1 (s) shall hereinafter be referred to as **“BOO OPERATOR Event of Default”**)

32.2. HPCL shall not enforce its rights to terminate this Agreement in the circumstances described in Clause 32.1 unless and until:



- 32.2.1. HPCL serves on BOO OPERATOR notice specifying the breach complained of and requiring BOO OPERATOR to remedy it (if capable of remedy); and
- 32.2.2. BOO OPERATOR fails to remedy the breach (if capable of remedy) within 30 (thirty) days after notice from HPCL to do so. Provided that HPCL shall be entitled to terminate this Agreement immediately (and without providing any time period for remedying the breach) if such event adversely affects to HPCL.
- 32.3. The requirement of providing a notice under Clause 32.2 shall be limited to such circumstances which are capable of being remedied. If there is a breach which, in the reasonable opinion of HPCL, is not capable of being remedied, HPCL shall serve on BOO OPERATOR notice specifying the breach complained of and requiring BOO OPERATOR to prove within 15 (fifteen) days its ability to remedy the breach. Subsequent to the 15 (fifteen) day period, if, HPCL, in its reasonable opinion (and notwithstanding BOO OPERATOR's efforts to prove its ability to remedy the breach), arrives at the conclusion that the breach is not capable of being remedied, HPCL shall not be required to comply with Clause 32.2 and shall have the right to terminate this Agreement forthwith.

32.4. HPCL Event of Default

Subject to Clause 32.5, BOO Operator shall be entitled to terminate this Agreement upon occurrence of any of the following events:

- (a) HPCL fails to maintain the Stand-by Letter of Credit / Bank guarantee in accordance with the terms of this Agreement;
- (b) HPCL fails to make payments in accordance with the terms of this Agreement for a consecutive period of 3 months;
- (c) HPCL is in material breach of the terms and conditions of this Agreement; and
- (d) Any representation or warranty of HPCL herein contained, which is found to be materially false, incorrect or misleading or BOO Operator is at any time hereafter found to be in breach thereof;

(Each of the events described under Clauses 32.4 (a) to 32.4 (d) shall hereinafter be referred to as "HPCL Event of Default")

- 32.5. BOO Operator shall not enforce its rights to terminate this Agreement in the circumstances described in Clause 32.4 unless and until BOO Operator serves on HPCL notice specifying the breach complained of and requiring HPCL to remedy it (if capable of remedy); and HPCL fails to remedy the breach (if capable of remedy) within 30 (thirty) days after notice from BOO Operator to do so.
- 32.6. This Agreement shall automatically terminate upon completion of 25 (twenty five) years from the First Delivery Date, unless the Term of this Agreement is extended in writing by the Parties.

32.7. CONSEQUENCES OF TERMINATION



32.7.1. Termination for any reason of this Agreement shall be without prejudice to:

32.7.1.1. Any rights or obligations which may have accrued hereunder prior to the date thereof, including without limitation any rights to compensation or damages which may have arisen from any failure to pay, observe or perform which gave rise to a right to terminate under Clause 32.1 or Clause 32.4 which was exercised; and

32.7.1.2. The continued effect and operation of any terms of this Agreement which contemplate post-termination operation.

32.7.2. The Parties agree that, in case of termination due to an Operator Event of Default under Clause 32.1, the Operator shall be liable to pay to HPCL as termination payment equivalent to the Purchase Price of GH2 for a period up to 36 (thirty six) months, or balance Agreement period, whichever is less, for Contracted Capacity.

32.7.3. The Parties agree that, in case of termination due to an HPCL Event of Default under Clause 32.4, HPCL shall be liable to pay to the Operator as termination payment equivalent to Purchase Price of GH2 for a period up to 36 (thirty six) months, or balance Agreement period, whichever is less, for Contracted Capacity.

32.8. Performance Security

Following termination of this Agreement for any reason whatsoever, BOO OPERATOR may, by notice in writing expressly referring to this Clause 32.8 request the return of the Performance Security. HPCL shall, unless it has made a call under the Performance Security which has not been met in full, return the Performance Security to BOO OPERATOR within 90 (ninety) days after receipt of such notice from BOO OPERATOR, provided that all claims pertaining to BOO OPERATOR, under or pursuant to this Agreement have been determined or settled in full prior to the expiry of the 90 (ninety) day notice period.

32.9. Purchase of Green Hydrogen plant:

In the event of BOO operator's default towards completion of the plant set-up or supply of Green hydrogen as defined elsewhere in the contract, wherein termination of contract is deemed necessary, HPCL shall consider acquiring the assets of the said project along with land at mutually agreed terms and condition

33. HEALTH, SAFETY, SECURITY AND ENVIRONMENT

33.1. The BOO OPERATOR shall ensure that all the personnel / employees, contractors, contract labours/ workers engaged by them in operating the Production Plant for continuous supply of Hydrogen gas to HPCL shall follow all the safety rules as applicable.



HPCL will receive documents from BOO OPERATOR, including “BOO OPERATOR’s Material/Product Safety Data Sheet(s) containing BOO OPERATOR’S safety and health information pertaining to Hydrogen delivered for appropriate use into HPCL's safety program.

- 33.2. BOO OPERATOR will be solely responsible for fulfilment of all requisite statutory obligations in vogue from time to time as per requirement of State Government, Central Government pertaining to this Production Plant during entire period of Agreement.
- 33.3. BOO OPERATOR will make all endeavor to use Best Operating Practices.
- 33.4. BOO OPERATOR shall follow all applicable norms & regulations and perform all acts, deeds, matters or things required by local, municipal and other statutory authorities including conditions of Environmental Clearance (EC) & No Objection Certificate (NOC) from Central Pollution Control Board / State Pollution Control Board.

34. LIABILITY AND INDEMNITY

- 34.1. BOO OPERATOR fully understands that it shall be fully responsible for any and all liabilities and obligations accruing to HPCL by virtue of BOO OPERATOR carrying on operations at the Production Site (including generation, handling, use, possession, storage, custody, handling, delivery of Green Hydrogen (GH₂)), construction, operation and maintenance of the GHGU, including but not restricted to liabilities and obligations with respect to safety and environment aspects and also liabilities arising under applicable laws including Factories Act, labour laws, taxation laws, environmental protection laws, safety laws, etc. BOO OPERATOR undertakes to fully indemnify HPCL for any penalties, liabilities, demands, orders, assessment, fine, cess, interest and/or any damages or other costs levied/demanded from HPCL owing to any acts, omission or commission on the part of BOO OPERATOR in construction, operation, monitoring and maintenance of the GHGU. BOO OPERATOR agrees and undertakes that it shall be fully responsible for any and all risks, liabilities and obligations accruing to it by virtue of its carrying construction and operations at the Production Site, including but not restricted to liabilities and obligations arising under applicable laws including Factories Act, labour laws, taxation laws, environmental protection laws, safety laws, etc.
- 34.2. BOO OPERATOR agrees that it shall be solely responsible during the Term in respect of the people employed by it for carrying out any activity in connection with its GHGU for the purposes of supplying Green Hydrogen (GH₂) to HPCL. Any liabilities in respect of claims arising out of death or injury to BOO OPERATOR’s employees or the employees of any contractor/sub-contractor/agent appointed by BOO OPERATOR whilst engaged in operations relating to the Production Site, or the activities undertaken under or pursuant to this Agreement, shall be borne by BOO OPERATOR only.
- 34.3. BOO OPERATOR accepts full liability in respect of any damage that may be caused to the Refinery or any other HPCL property due to carrying out of operations as envisaged under this Agreement at the Production Site for reasons solely attributable to the BOO OPERATOR at the Production Site.



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- 34.4. Each party warrants the other party that its activities in relation to the Agreement shall not infringe upon or violate any property or rights of any third party.
- 34.5. BOO OPERATOR undertakes to fully indemnify HPCL for any penalties, liabilities, demands, orders, assessment, fine, cess, interest and/or any damages or other costs levied/demanded from HPCL owing to any acts, omission or commission on the part of BOO OPERATOR in construction, operation, monitoring and maintenance of the GHGU.
- 34.6. BOO OPERATOR agrees to indemnify, defend and hold harmless HPCL, its directors, employees, officers, advisers, agents, contractors and sub-contractors from and against all third party actions, claims, damages, proceedings, investigations, liabilities or judgements and losses, damage, cost, charges and expenses of whatsoever nature which arise from or in connection with or arising out of this Agreement, on account of:
- 34.6.1. Its representations and warranties are found to be misleading or untrue under this Agreement;
- 34.6.2. Its omissions or acts of fraud, gross negligence and willful misconduct;
- 34.6.3. Failure to comply with its obligations under any Applicable Law(s);
- 34.6.4. its failure to comply with its obligations under the Agreement;
- 34.6.5. Personal bodily injury or death of any person (including the BOO OPERATOR's personnel) caused by, arising out of or in connection with its performance of this Agreement;
- 34.6.6. Loss of or physical damage to property of the any person or any third party caused by, arising out of or in connection with the performance of this Agreement;
- 34.6.7. The release of any hazardous material or toxic substances at the Production Site arising out of development of and operations at the Production Site.
- 34.6.8. Loss, liabilities, costs and expenses etc. incurred by HPCL in respect of any operational losses (including, but not limited to, damage to goods), to the extent arising from the breach, by BOO OPERATOR, of its obligations under this Agreement;
- Loss, liabilities, costs and expense incurred by HPCL in respect of delay and/or disruption to the Refinery Unit to the extent arising from breach by BOO OPERATOR of its obligations under this Agreement.
- 34.7. HPCL agrees to indemnify, defend and hold harmless BOO OPERATOR, its directors, employees, officers, advisers, agents, contractors and sub-contractors from and against all third party actions, claims, damages, proceedings, investigations, liabilities or judgements and losses, damage, cost, charges and expenses of whatsoever nature which arise from or in connection with or arising out of this Agreement, on account of:
- 34.7.1. Its representations and warranties are found to be misleading or untrue under this Agreement;
- 34.7.2. Its omissions or acts of fraud, gross negligence and willful misconduct;
- 34.7.3. Failure to comply with its obligations under any Applicable Law(s);
- 34.7.4. Its failure to comply with its obligations under the Agreement.
- 34.8. BOO OPERATOR agrees and undertakes that in the event BOO OPERATOR fails to commission the GHGU on or prior to Scheduled Delivery Date or with respect to any Financial
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Year, BOO OPERATOR fails to deliver Green Hydrogen (GH₂) corresponding to the Annual Guaranteed Offtake Quantity, for reasons solely attributable to BOO OPERATOR and HPCL opts to purchase carbon credits/renewable energy certificates from the market or enter into similar arrangement of this nature in order to comply with obligations arising under and pursuant to Applicable Law, it shall indemnify and save harmless HPCL in respect of all costs, expenses, losses, claims, liabilities that HPCL may incur in this regard.

- 34.9. For the purpose of provisions under Clause 35, BOO OPERATOR's liability includes all liabilities of BOO OPERATOR and / or of all its associates, contractors, subsidiaries and / or any other agency lined up by BOO OPERATOR in relation to this agreement.
- 34.10. Deleted.
- 34.11. BOO Operator shall fully indemnify and defend the HPCL from any and all damages which such may suffer due to this agreement or become liable to pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by BOO OPERATOR in performing the obligations. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, BOO Operator shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, BOO OPERATOR shall promptly make every reasonable effort to secure for HPCL a license, at no cost to HPCL, authoring continued use of the infringing work. If BOO OPERATOR is unable to secure such license within a reasonable time, at its own expense and without impairing the specifications and standards, shall either replace the affected work, or part, or process thereof with non-infringing work or parts or process, or modify the same, in 30 days' time.
- 34.12. In the event HPCL receives a claim from a Third Party in respect of which it is entitled to the benefit of an indemnity under this provision, it shall notify BOO OPERATOR of receipt of such claim and HPCL shall not settle or pay the claim without the prior approval of BOO OPERATOR, such approval not to be unreasonably withheld or delayed. In the event that BOO OPERATOR wishes to contest or dispute the claim it may conduct the proceedings in the name of HPCL subject to HPCL being secured against any costs involved to its reasonable satisfaction.
- 34.13. HPCL shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any Third Party alleged or asserted against it in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by BOO OPERATOR. If BOO OPERATOR acknowledges in writing its obligation to indemnify HPCL in respect of loss to the full extent provided under this Article, BOO OPERATOR shall be entitled, at its option, to assume and control the defense of such claim, action, suit or



proceeding liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to HPCL and reimburses HPCL for the reasonable cost and expenses incurred by HPCL prior to the assumption by BOO OPERATOR of such defense. The BOO OPERATOR shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of HPCL unless BOO OPERATOR provides such security to HPCL as shall be reasonably required by HPCL to secure, the loss to be indemnified hereunder to the extent so compromised or settled.

- 34.14. If BOO OPERATOR has exercised its rights under Clause 34.13, HPCL shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of BOO OPERATOR (which consent shall not be unreasonably withheld or delayed).
- 34.15. If BOO OPERATOR exercises its rights under Clause 34.12, then HPCL shall nevertheless have the right to employ its own counsel and such counsel may participate in such action, but the fees and expenses of such counsel shall be at the expense of HPCL, as and when required."
- 34.16. **LIMITATION OF LIABILITY:** Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards Price reduction (Clause 26), Specifications and Off spec product liability (Clause 24), Termination (Clause 32), infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to value of (LCOH X Annual guaranteed offtake quantity). However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

35. TAXES AND DUTIES

35.1. Price basis w.r.t inclusion/exclusion of taxes

BOO OPERATOR shall bear and pay all corporate income taxes and/or turnover taxes, if any, based upon or measured by its net income, and all taxes imposed on corporations on account of their existence or their right to transact business. BOO OPERATOR shall pay all duties, taxes and levies associated with the procurement of BOO Operator's equipment's, chemicals, consumables, their transportation to the site and erection & commissioning on the site:

- a. The price quoted by the BOO OPERATOR shall be inclusive of all taxes and duties but excluding GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation cess, if applicable).
- b. Prices shall be furnished strictly in the appropriate price schedule format(s) enclosed with the bidding document.

Price quoted by the bidder, shall remain firm and fixed until completion of the contract and would not be subject to any variation, except as otherwise specifically provided in the GHPA



35.2. Taxes & Duties

35.2.1. Goods & Service Tax (GST)

- 35.2.1.1. BOO OPERATOR shall be required to issue tax invoice, in the name of HPCL, in accordance with GST act and/or rules so that input tax credit can be availed by HPCL. In the event that the BOO OPERATOR fails to provide the invoice in the form and manner prescribed under the GST act read with GST invoicing rules there under, HPCL shall not be liable to make any payment on account of GST against such invoice.
- 35.2.1.2. GST shall be paid against receipt of tax invoice and proof of payment of GST to Government (or auto-population of input tax credit on GSTN portal). In case of non- receipt of tax invoice and/or non-payment of GST by the BOO OPERATOR (or non-auto- population of input tax credit on GSTN portal), HPCL shall withhold the payment of GST.
- 35.2.1.3. GST payable under reverse charge for specified goods/services under GST act or rules, if any shall not be paid to the BOO OPERATOR but will be directly deposited to the government by HPCL.
- 35.2.1.4. Where Owner has the obligation to discharge GST liability under reverse charge mechanism and HPCL has paid or is liable to pay GST to the government on which interest/penalty becomes payable as per GST law for any reason which is not attributable to HPCL or ITC w.r.t such payment is not available to HPCL for any reason which is not attributable to HPCL, then HPCL shall be entitled to deduct/set off/ recover such amount against any amounts paid/payable by HPCL to BOO OPERATOR.
- 35.2.1.5. The BOO OPERATOR shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. The BOO OPERATOR would be liable to reimburse or make good of amount equivalent to the value of GST charged in tax invoice/debit note to HPCL along with other consequential implications in cases where BOO OPERATOR defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in GSTIN network or non-filing of returns or wrongly charges Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa or any other non-compliance of tax laws by BOO Operator; by issuance of suitable credit note to HPCL. In case, BOO OPERATOR does not issues credit note to HPCL, HPCL would be constrained to recover the amount including interest / penalty payable along with Statutory levy/Tax, if any, payable on such recovery.
- 35.2.1.6. TDS under GST, if applicable shall be deducted from BOO OPERATOR's bills/invoices at applicable rates and a certificate as per rules for tax so deducted shall be provided to BOO OPERATOR.



35.2.1.7. The BOO OPERATOR will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the BOO OPERATOR shall avail and pass on benefits of all exemptions/concessions available under tax laws.

35.2.1.8. E-way bills shall be issued by BOO OPERATOR, wherever required.

35.2.1.9. BOO OPERATOR will be required to quote applicable tax rate (along with applicable SAC/ HSN Code) as per provisions of GST law for all the line items forming part of the enquiry. Any higher rate of tax actually invoiced in excess of quoted rate of tax (except in compliance with provisions of Statutory Variation clause) shall be adjusted in basic price.

35.2.1.10. In case of delay in commissioning / failure in smooth operation as per contract, BOO OPERATOR shall be liable to raise invoices for reduced value as per price reduction as defined in clause 26. In case BOO OPERATOR raises invoice for full value, then BOO OPERATOR shall issue Credit note towards applicable PRS amount and corresponding applicable taxes.

35.2.1.11. In case if any financial implication arises on HPCL due to issuance of invoice without reduction in price or non-issuance of credit note, the same shall be to the account of BOO OPERATOR. HPCL shall be entitled to recover such GST amount together with penalties and interest, if any, against any amount paid or become payable by HPCL in future to BOO OPERATOR.

35.2.1.12. In case of applicability of any penalty / recovery, as per provisions of contract, HPCL shall raise invoice / debit note on BOO OPERATOR after charging GST, if applicable, as per prevailing provisions of GST law.

35.2.1.13. Any variation in GST or introduction of any new taxes/ levies, as an output tax on price quoted by BOO OPERATOR in price form, after the bid due date till the contract period shall be paid to BOO OPERATOR against submission of copy of relevant Govt. Notification. Also, decrease in GST shall be passed on to HPCL.

35.2.2. Custom Duties

35.2.2.1. The BOO OPERATOR shall be responsible for timely payment of custom duties to the relevant government authority including all harbor dues/ pilotage fees, port fees, wharf fees, unloading costs, IGST etc. incurred in India in respect of any imported goods for the project. BOO OPERATOR shall exercise due diligence in properly classifying the goods and



materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. any import of the goods and materials.

35.2.2.2. BOO OPERATOR shall indemnify HPCL against any penal action, interest /penalties by the custom authorities for incorrect declaration and / or valuation of the goods or material by the BOO OPERATOR, or otherwise on account of any breach of applicable laws in the course of the import of the goods and material by BOO OPERATOR, the BOO OPERATOR shall indemnify and hold harmless, HPCL for any and all costs, expenses or losses suffered or incurred by HPCL in this regard.

35.2.3. Income Tax

35.2.3.1. Tax shall be deducted at source by HPCL on all sums due in accordance with the provisions of Indian income tax act/rules as in force at the relevant point of time.

35.2.3.2. HPCL shall issue a tax deduction certificate to the BOO OPERATOR evidencing the tax deducted or withheld and deposited by HPCL on payments made to the BOO OPERATOR to enable the BOO OPERATOR to claim the credit of Tax deducted at source by HPCL. TDS certificates will be issued as per the due dates prescribed by the Income Tax Department.

35.2.3.3. The BOO OPERATOR shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information / documents (including but not limited to Form 10F, Tax Residency Certificate, PAN, No Permanent Establishment / Business Connection Certificate etc., if applicable) as required by the HPCL for discharging any of its responsibilities under such laws in relation to or arising out of the Contract. BOO OPERATOR should note that if there is any delay in submission/ non submission of above information/documents or if there is any change in the status of bidder based on documents submitted, the payment to BOO OPERATOR shall be subject to additional TDS / withholding tax as per the provisions of Indian income tax act/rules (without any financial implication on HPCL). For the lapses, if any, on the part of the BOO OPERATOR and consequential penal action taken by the Income Tax department, the HPCL shall not take any responsibility whether financial or otherwise

35.2.3.4. The Indian Income Tax Act and rules made there under contains provisions permitting deduction of tax at a lesser rate, if the BOO OPERATOR is able to justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made has to be deposited by the HPCL with the Income Tax Authorities in India and will not be adjustable by the HPCL. It is therefore in the interest of the BOO OPERATOR that prior to release of any payment due to the BOO OPERATOR under the Contract that the BOO OPERATOR obtains, from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction / withholding of Income tax at source, failing which, payment to the BOO OPERATOR shall



be made by the HPCL after withholding/deduction at the rate as may be applicable to the BOO OPERATOR as per provisions of Income Tax Act, 1961.

35.3. Evaluation of Price Bids

Tender will be evaluated on Delivered cost basis. Cess under GST, if applicable, shall also be loaded for Price Bid Evaluation.

35.4. Tax Indemnity

35.4.1. Any omission/errors of interpretation of applicability of taxes and duties by the BOO OPERATOR shall be on BOO OPERATOR's account.

35.4.2. Any fine, penalty or levies, required to be met by the HPCL, arising out of non-compliance with respect to Indian taxation provisions by BOO OPERATOR, BOO OPERATOR's personnel or such third party, shall be recovered from the amounts payable to the BOO OPERATOR.

35.4.3. If any tax has been paid by BOO OPERATOR in pursuance of any demand on any account including on account of suppression, fraud or willful misstatement of facts; then the same shall not be passed on to HPCL under any circumstances.

35.5. Rent and Royalties

BOO OPERATOR shall also pay all duties, taxes and levies associated with the procurement of BOO OPERATOR's equipment, chemicals, consumables, their transportation to the Production Site.

36. CONFIDENTIAL INFORMATION

36.1. All drawings, diagrams, specifications, operating data, pricing and costs and other materials furnished by BOO OPERATOR relating to the use and/or delivery of Hydrogen gas furnished hereunder and the information therein are proprietary to BOO OPERATOR. HPCL may not reproduce or distribute such materials except: (a) to government agencies for the purpose of obtaining permits; and (b) to HPCL's employees for the purpose of carrying out their duties relating to the use of Hydrogen gas. In the case of any of the aforementioned disclosures; HPCL "agrees to inform its employees or governmental agencies that such information is the confidential information of BOO OPERATOR and is to be treated accordingly, All such materials relating to Products supplied directly by BOO OPERATOR (except information as may be established to be in the public domain) shall be received in confidence and HPCL shall exercise the same degree of care to hold such information in confidence as it uses with respect to its own trade secrets and/or confidential and proprietary material. Unless otherwise agreed



to by the parties, HPCL agrees that it shall keep all such material confidential for a period, which shall expire immediately after the expiry or termination date of the Agreement.

- 36.2. Any information or materials relating to HPCL's plant, supplied directly by HPCL shall be received in, confidence and BOO OPERATOR shall exercise the same degree of care to hold such information in confidence as it uses with respect to its own trade secrets and/or confidential and proprietary material.
- 36.3. It is understood that the foregoing obligation of confidentiality does not apply to materials and information that: (i) was already known to the receiving party prior to the disclosure of same hereunder, as evidenced by the receiving party's written records prepared prior to such disclosure;(ii) was in or hereafter comes within the public domain, other than by the receiving party's failure to fulfil its obligations hereunder; (iii) is made available to the receiving party by a third party who does not have any direct or indirect obligation of secrecy to the disclosing party; or (iv) is developed by the receiving party independent of any disclosure under the Agreement as evidenced by its written records.

37. COORDINATION COMMITTEE

- 37.1. HPCL and the BOO OPERATOR shall, no later than 30 (thirty) days after the Effective Date, establish a committee in order to enhance collaboration, cooperation and coordination between the Parties with respect to the various actions contemplated under this Agreement (the "Coordination Committee").
- 37.2. The Coordination Committee shall consist of 1 (one) representative each appointed by HPCL and BOO OPERATOR. A representative may be replaced from time-to-time by the Party that appointed such representative. Each such appointment, removal or replacement of a representative shall be made by giving notice thereof to the other Party.
- 37.3. Each representative appointed by a Party shall be authorized (and deemed to be authorized) to represent and bind such Party with respect to all matters properly coming before the Coordination Committee. Each Party shall bear the costs and expenses incurred by, or on behalf of, its respective appointed representative in discharging their obligations under this Clause 37.
- 37.4. Each representative may invite personnel from, or consultants engaged by, their respective organization to attend a Coordination Committee meeting where input from such personnel or consultants is required or desirable.
- 37.5. The Coordination Committee shall meet on a quarterly basis and upon 10 (ten) days' prior notice from any Party's representative, which notice shall include an agenda for the proposed meeting.
- 37.6. Meetings of the Coordination Committee shall be held at such place as may be mutually determined by the Parties. All decisions of the Coordination Committee shall be taken



unanimously by the Parties.

38. GOVERNING LAW AND JURISDICTION

- 38.1. Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any / all actions and proceedings arising out of or related to the contract or any award arising therefrom, shall lie only in the court of competent civil jurisdiction in this behalf at Andhra Pradesh and only said court(s) shall have jurisdiction to entertain and try any such action(s) and / or proceeding(s) to the exclusion of all other courts.
- 38.2. This Agreement shall be governed by and construed in accordance with the laws of India.

39. DISPUTE RESOLUTION

Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party ("Dispute") shall, in the first instance, be attempted to be resolved amicably. If a Dispute is not resolved within 30 (thirty) days after written notice of a Dispute by one Party to the other Party, then the provisions of this clause shall apply.

Conciliation

At any time prior to or during arbitration of any Dispute(s), BOO OPERATOR may seek resort to the conciliation mechanism as provided under the HPCL Conciliation Rules, 2014 as amended and/or re-enacted from time to time. Any proposal for conciliation between the Parties shall be submitted by BOO OPERATOR to HPCL for consideration.

The Dispute Resolution Clause would ensure speedy settlement of disputes. The Conciliation Rules, 2019 of HPCL applies to any dispute, arising out of any contractual relationship involving HPCL and which involves construction, works, consultancy, engineering, services, EPC or Supply or any other contract of a similar nature for disputes which involves claim of an amount not less than Rs.1 crore. The scope of applicability of these Rules is as under:



Sr. No.	Disputes covered by Conciliation Rules	Disputes not covered by Conciliation Rules
1	Disputes arising out of construction contracts, EPC or Supply or maintenance contracts or services, or any other contract of a similar nature.	Disputes arising out of Dealership agreement, SKO/LDO/LPG, Transport Agreement and disputes with CPSEs/Government.
2	Disputes arising out of contract which has been successfully completed or is ongoing.	Disputes arising out of contract wherein either of the Parties has abandoned the contract or the contract is terminated.
3	Disputes will be covered if the date of request for conciliation is made during the Contract or within 6 months after the Contractual Delivery Date/ Contractual Completion Date (CDD/ CCD)/ or the extended CDD/CCD.	Any dispute referred for conciliation after 6 months after CDD/CCD shall not be covered.
4	Disputes involving claim amount of more than Rs. One Crore.	Disputes involving claim amount of less than Rs. One Crore.

In case of contracts where disputes which involves claim of an amount is less than Rs. One Crore or is relating to termination or abandonment by the Contractor, etc., negotiation can still be held between the parties and the disputes can be resolved. However, if there is no such resolution forthcoming, then the aggrieved party may have right to move the Court for a redressal.

Note: In exceptional cases where a bidder seeks deviation from Dispute Resolution clause, i.e. wants arbitration clause instead of Dispute Resolution clause, then the applicable arbitration Clause Annexure for Indian Party or Annexure for a Foreign Party may be incorporated.

Public Sector v/s. Government Department or vice versa:

In all existing and future contracts/agreements with other CPSEs', Central Government/Departments and State Governments/Departments/Organizations except agreements with Railways, Income Tax, Customs and Excise Departments the following Administrative Mechanism for Resolution of CPSE Disputes" (AMRCD) clause will be incorporated:

"In the event of any dispute or difference relating to the interpretation and application of the provisions of the commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties."

Arbitration for Foreign bidders

Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to a Sole Arbitrator to be appointed by the New Delhi International Arbitration Centre or as per its Rules. The Arbitration and Conciliation Act, 1996



of India shall apply. The seat of Arbitration shall be at any place in India. The language used in the arbitral proceedings shall be English. The Arbitrator shall be unconnected to either party. The Award shall contain reasons and be final and binding upon both parties (subject to any right of appeal/ challenge).

Continuing performance

While any Dispute under this Agreement is pending, the Parties shall continue to perform all of their respective obligations under the Agreement without prejudice to the final determination in accordance with the provisions under this Clause 39.

40. MISCELLANEOUS

40.1. Language

This Agreement has been negotiated and executed in the English language. In the event of any translation into any other language, this Agreement shall continue to be construed and interpreted according to the English language version which shall therefore prevail in the event of any conflict.

40.2. Modifications

No amendment or modification of or addition to this Agreement shall be valid unless made in writing and signed by HPCL and BOO OPERATOR.

40.3. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the Parties hereto at the date hereof and accordingly supersede and cancel all prior agreements (whether oral or in writing), requests for proposals, proposals, forms of offer, letters and other documents in whatever form concerning the same.

40.4. Severability

If any term of this Agreement or its application to any circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of that term to other circumstances shall not be affected thereby, and each term of this Agreement shall be valid and enforceable to the fullest extent permitted by law.



40.5. Costs & Expenses

Each Party shall bear its own costs and expenses, including without limitation, all legal expenses, in connection with this Agreement, its preparation, negotiation and/or perfection.

40.6. Waiver of Immunity

Each of the Parties hereto irrevocably

- a. Agrees that the execution, delivery and performance by it of this Agreement constitute private and commercial acts rather than public or governmental acts;
- b. Agrees that, should any proceedings be brought against it or its assets in relation to this Agreement or any transaction contemplated by this Agreement, no sovereign immunity from such proceedings shall be claimed by or on behalf of itself or with respect to its assets; and
- c. Consents generally, in respect of itself and its assets, to any kind of relief being given (by way of injunction, order for specific performance or otherwise) and to any process for the making, enforcement or execution of any order, judgment or arbitration award.

40.7. Notices

Any notice, notification or other communication under or in relation to this Agreement shall be given to the following:

To BOO OPERATOR Kind Attn: [●] Address: [●] Email: [●]
To HPCL Kind Attn: Address:

Each Party reserves the right to change its corresponding details, by informing the other Parties. Any notice, notification or other communication under or in relation to this Agreement shall:

- a. Be given or made in writing and shall be delivered by hand to, or sent by prepaid post or by facsimile to, or E-mailed to the appropriate person, address, facsimile number or mail address previously communicated for that purpose by the



parties to this Agreement, or such other address, or e-mail address as the party to which it is given or made may have for the time being substituted thereof by notice to the party giving; and

- b. in the case of delivery:
- i. by hand or sending by post, be effectively given or made upon receipt at that address;
 - ii. by e-mail, be deemed to be effectively given or made upon production of a transaction report by the machine to which the e-mail was sent which indicates that the e-mail was received in its entirety to the e-mail address of the recipient and provided that a hard copy of the notice so served by e-mail was posted within the same day as the notice was served by electronic means.

40.8. No partnership

The Parties agree that this Agreement shall be on principal-to-principal basis and that neither Party shall hold itself out as an agent of other Party. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party.

40.9. Government of India - Exclusion of liability

HPCL is an independent legal entity with power and authority to enter into contracts solely on its own behalf under the Applicable Laws of India and the general principles of contract law. Operator expressly agrees and acknowledges that HPCL is not an agent, representative or delegate of the Government of India and that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Agreement. Operator hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims, against the Government of India arising out of the Agreement and covenants not to sue the Government of India for any manner of claim, cause of action or thing whatsoever arising out of or under the Agreement.

40.10. Waiver:

40.10.1. Waiver, including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- a. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;



-
- b. shall not be effective unless it is in writing and executed by a duly authorized representative of the Party; and
 - c. shall not affect the validity or enforceability of this Agreement in any manner.

40.10.2. Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation thereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

40.11. Exclusion of implied warranties etc.

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

40.12. Survival

40.12.1. Termination shall:

- a. Not relieve BOO OPERATOR or HPCL, as the case may be, of any obligations hereunder which expressly or by implication survive termination hereof; and
- b. Except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party, not relieve either Party of any obligations or liabilities for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination.

40.12.2. Save as expressly provided under this Agreement, all obligations surviving termination shall only survive for a period of 3 (three) years following the date of such termination, other than any payment obligations.

40.13. Rules of Construction

Each provision of this Agreement shall be construed as though all Parties participated equally in the drafting of the same. Consequently, the Parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.



40.14. Third parties

This Agreement is intended solely for the benefit of the Parties, and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

40.15. Successors and assigns

This Agreement shall be binding upon, and inure to the benefit of the Parties and their respective successors and permitted assigns.

40.16. Counterparts

This Agreement may be executed in two counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

40.17. Sanctions

Notwithstanding anything to the contrary herein, nothing in the Agreement is intended, and nothing herein should be interpreted or construed, to induce or require either Party hereto to act or refrain from acting (or agreeing to act or refrain) in any manner which is inconsistent with, penalized or prohibited under any laws applicable to such Party which relate to foreign trade controls, export controls, embargoes or international boycotts of any type.

41. CONTRACT DOCUMENTS

41.1. The following documents duly signed and stamped shall constitute the contract documents, namely:

- GHPA Agreement
- HPCL SAP Purchase order
- Bidding documents along with all Addendums

41.2. The above contract documents forming the contract are to be read together as a whole and are to be taken as mutually explanatory.

41.3. In case of an irreconcilable contradiction in the commercial terms or conditions or in technical requirements or technical specifications to the extent that the two provisions cannot co-exist, the order of precedence mentioned in Clause 41.1 shall prevail.

41.4. Should there be any doubt or ambiguity in the interpretation of the contract documents or irreconcilable contradiction therein or should there be any discernible error or omission in any



contract document, the Operator shall, prior to commencing the relative work or supply, as the case may be, apply in writing to HPCL for his decision for resolution of the doubt, ambiguity or contradiction or correction of the error or making good the omission, as the case may be. Should the Operator fail to apply to HPCL for his decision as aforesaid prior to commencing the relative work or supply, the Operator shall perform the said work or make the said supply, as the case may be, at its own risk. The decision of HPCL in this regard shall be final and binding.

42. PUBLICITY

HPCL and BOO Operator will mutually agree as to the timing, form and content, prior to issuing any press release, advertisement or announcement, or otherwise making any public statement with respect to the transactions contemplated hereby, and will not issue any press release, advertisement or announcement or otherwise make any published statement concerning the transactions contemplated hereby to any third party prior to receiving written Agreement with respect thereto from the other party, except as may be required by law.

43. CHANGE IN CONSTITUTION OF THE BOO OPERATOR

The BOO Operator, whether an individual, Proprietary concern, Partnership firm, Private limited Company or Public Limited Company, shall not make any change(s) in its constitution, by transfer of substantial shareholding or of management (in the case of a company) or by addition or deletion of Partners, change in the terms of Partnership, or make any other material change(s) within first 3 years from first delivery date without prior intimation to and approval of HPCL. Any such unauthorized change shall attract the provisions of termination.

Any change in the shareholding after the expiry of 3 (three) years from the from first delivery date, can be undertaken under intimation to HPCL.

44. PAYMENT TERMS

44.1. On and from the First Delivery Date, at the end of each calendar month, BOO OPERATOR and HPCL shall read the metering equipment in accordance with Clause 12 of the tender to determine the quantity of Green Hydrogen (GH₂) delivered to HPCL at the Delivery Point during such billing period. Based on such readings, BOO OPERATOR shall invoice HPCL the Monthly Tariff Charges which shall be computed as provided Clause 25.4. BOO OPERATOR agrees that the invoices shall provide detailed breakdown of the Monthly Tariff Charges. HPCL shall be obligated to make payments of such invoiced amounts, if undisputed, within 30 (thirty) days of receipt of such invoice. Measurement of supplied Hydrogen shall be as per Metering clause in the tender.

44.2. For any relevant month, the Monthly Tariff Charges payable by HPCL to BOO OPERATOR shall be the product of the aggregate quantity of Green Hydrogen (GH₂) off-taken by HPCL at



the Delivery Point as recorded by the metering equipment for such relevant month and the LCOH.

- 44.3. Supply of Hydrogen beyond specified limits for operating range of 30% to 140% of the base capacity (625 kg/hr) or Supply of hydrogen not meeting the specifications (quality or battery limit conditions) as per GHPA or supply of hydrogen not confirming to any of the tender conditions shall not be counted towards quantity of Green Hydrogen (GH2) off-taken by HPCL.
- 44.4. Within 7 (seven) days of the First Delivery Date, HPCL shall open a standby revolving letter of credit / Bank guarantee in favor of BOO OPERATOR for an amount equal to 1- month average invoice value ("Standby Letter of Credit") which shall remain in force during the term of the agreement. Monthly average invoice value/ Standby letter of credit shall be of value equal to $(LCOH \times \text{Annual guaranteed offtake quantity}) / 12$
- 44.5. If HPCL fails to make the payments of the undisputed amounts payable with respect to 3 (three) consecutive monthly invoices, BOO OPERATOR shall have the option to claim the undisputed portion of the payment through the Standby Letter of Credit / Bank guarantee against presentation of the following documents:
 - 44.6. Certified copies of the said unpaid invoice(s) against which payment is claimed;
 - 44.7. Certificate of the BOO OPERATOR certifying the undisputed amount due against each Invoice in respect of which the claim is made supported by a certified copy of the Joint Reading for quantity of gases supplied (if any). HPCL shall certify the reading taken by the BOO OPERATOR, in the event HPCL's representative fails to appear for joint reading as per agreed schedule mentioned elsewhere in the conditions of contract.
 - 44.8. Receipt of the BOO OPERATOR for the undisputed amount of the invoice(s) claimed.
 - 44.9. Bidder to provide Invoices, GH2 purity certificates, HPCL Certified copies of meter reading, Green hydrogen certificates as per MNRE notification, Calibration certificates and any other documents required to verify quantity and quality of supplied GH2.
- 44.10. In case of any deviation, from our Standard Payment Terms, any bank charges will be in vendor's account and interest loading will be done @ 1.5 percent per month, while evaluating your offer.

45. MODE OF BIDDING

- 45.1. Bidders shall ensure compliance of the following while bidding:
- 45.2. A scanned copy of the Letter Head, confirming unconditional acceptance to all the terms & conditions contained in HPCL's RFQ and WITHOUT any deviation, should be uploaded in the "Prepare Technical Response → Tender Heading" stage of bid preparation. The Letter Head should also clearly indicate your up-to-date Address, Telephone Numbers, Fax Numbers, E-Mail Addresses, Mobile Numbers and Contact Person's Name & Designation.
- 45.3. In addition to the above, please ensure to specify the following under the "Prepare Technical Response → Deviation Form Heading":
 - (a) In case of NIL Deviation, kindly ensure to specify NIL.
 - (b) In case of any deviation(s), the same is to be entered in the table provided.(NOTE: In case Deviation Form is left blank, the next step cannot be initiated)

46. HOW TO QUOTE



-
- 46.1. The Vendor(s) should quote “Unit Rate per Kilogram” against the line item.
- 46.2. The order will be issued on overall delivered lowest basis.
- 46.3. For foreign bidders, Exchange Rate (SBI TT Sell rate) as of Date of Opening of Unpriced Bid will be considered for evaluation.
- 46.4. Offers (including revised rates and/or offers of discounts, unless specifically directed by HPCL-VR) received by any other mode, viz hardcopy, fax, e-mail, telegram, telex etc. are NOT acceptable and summarily be REJECTED, without any correspondence and/or reference to the Vendor.

47. Usage of TReDS Platform by MSME Vendors:

- 47.1. The Government has introduced Trade Receivable e-Discounting System (TReDS) which is a platform approved by the Reserve Bank of India especially for Micro, Small and Medium Enterprises (MSMEs) to ease and facilitate constraints faced by them in obtaining adequate working capital finance, particularly in terms of their ability to convert their trade receivables into liquid funds.
- 47.2. To facilitate the same, HPCL has been registered as Buyer with all three RBI recognized TReDS platform provider as below:
- Invoice Mart (A.TREDS Ltd)
 - M1 Exchange (Mynd Solutions)
 - RXIL (Receivables Exchange of India Ltd)
- 47.3. All MSME vendors with UDYAM REGISTRATION CERTIFICATE are encouraged to get themselves registered with anyone or all of the aforesaid TReDS platforms to avail benefit of TReDS bill discounting facility. HPCL has also enabled TReDS discounting option in its Vendor Self Service (VSS) for ease of process during payments post PO placement.

48. TCS Clause:

Bidders shall not quote TCS rate/amount anywhere in their bid; otherwise the bid is liable to be rejected. TCS claim to be made on Face of Invoices/Debit note and routed through BTS.

- Tax Collection at Source u/s 206C(1H) of Income Tax Act 1961:

A Seller of Goods (“Vendor”) within the requirement of Sec.206C (1H) of Income Tax Act, 1961, shall claim applicable Tax Collected at Source (“TCS”) in the Invoice to be issued to HPCL or can claim the same through mutually agreed separate document. The payment of such TCS shall be made by HPCL once TCS amount deposited by vendor with the Tax authorities is reflected in Tax Credit Portal [Form 26AS] of HPCL.

HPCL’s PAN Number for the purpose of TCS is AAACH1118B which is required to be uploaded by the Vendor for every TCS deposit.

The Vendor is obliged to claim TCS as per the extant statutory provision. HPCL shall be liable to reimburse appropriate TCS only. HPCL shall not be made liable for reimbursement of any higher TCS mistakenly deposited by the Vendor or in case any wrong deposit of TCS is made by the Vendor to the Tax authorities on account of HPCL. The Vendor shall be solely responsible for compliance of TCS provisions, viz., its collection at appropriate percentage, its remittance to Tax Authorities, filing of applicable/appropriate returns in stipulated time and issuance of TCS Certificate to HPCL matching with TCS collected by it from HPCL.

Any liability, claim, proceedings regarding and arising out of TCS compliance shall be the sole responsibility of Vendor. In case any such claim, liability, proceedings are initiated against HPCL, which are solely attributable to the non-compliance of Vendor with the TCS provision, the Vendor undertakes to indemnify HPCL against all such claims, liabilities and proceedings. Further, HPCL shall



be entitled to deduct any such additional payment liability from the running bill of the Vendor or its total outstanding.

49. INTEGRITY PACT

Integrity pact is applicable for this tender and IEM details are as follows:

- a. Shri Rajesh Ranjan; rajeshranjan2@gmail.com
- b. Shri. Ashwani Kumar : ashwani.ashwani282@gmail.com
- c. Shri. Bhagwan Shankar : bhagwan.shankar1@gmail.com

The Integrity Pact duly signed by the authorized official of HPCL and the Contractor, will form part of the contract / supply order.

Proforma of Integrity Pact (which is issued along with the bidding document - Annexure) shall be returned by the bidder along with technical bid, duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory. Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.

If the Bidder has been disqualified from the tender process prior to the award of contract according to the provisions under Integrity Pact, HPCL shall be entitled to demand and recover from bidder Liquidated damages amount by forfeiting the EMD/Bid security (Bid Bond) as per provisions of Integrity Pact.

If the contract has been terminated according to provisions of the Integrity Pact, or if HPCL is entitled to terminate the contract according to provisions of Integrity Pact, HPCL shall be entitled to demand and recover from the Contractor liquidated damages amount by forfeiting the Performance Bank Guarantee / Security Deposit as per Integrity Pact.

50. OTHER TERMS AND CONDITIONS:

- 50.1. This is ONLY a Price Enquiry and NOT a commitment from HPCL-VR.
- 50.2. Please note that the e-procurement system does not allow offers, to be received after the stipulated Date & Time specified (or the extended Due Date & Time, if any).
- 50.3. HPCL-VR reserves the right to reject the entire/ any part of the Vendor's Offer and/ or to award the order for the whole or part of the above RFQ.
- 50.4. HPCL-VR shall not be bound to accept the Vendor's Offer, nor shall HPCL-VR be bound to give any reasons for rejection of the Vendor's Offer.
- 50.5. The Vendor(s) should submit their Offer along with the requisite details specified in the RFQ.
- 50.6. The Vendor's Offer is liable for rejection if it does not comply with the RFQ format or if it is incomplete.
- 50.7. GRIEVANCE REDRESSAL: There is a Grievance Redressal Mechanism in HPCL for Vendor(s) participating in the tender, the details of which are available on HPCL's website.



SCHEDULE D: PERMITS/APPROVALS

Following approvals/ NOCs/ clearance shall be submitted by the Operator:

1. No Objection Certificate (NOC)/ Environmental Clearance for the Project, if applicable.
2. Forest Clearance for the land for the Project, if applicable.
3. Approval from PESO/CEA for pre -construction and commissioning,
4. A letter from STU/ CTU as applicable, confirming technical feasibility of connectivity of the plant to STU/ CTU substation, if required.
5. Approval for supply water from the concerned authority (if applicable) required for the Project.
6. Lease agreement/ right to use for land for setting up the GHGU,
7. Right of Way
8. Any other clearances (if any), as may be legally required.



**AGREEMENT
(Under Integrity Pact)**

No.

Dated

To,

HINDUSTAN PETROLEUM CORPORATION LIMITED

Sub: PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)

Ref.: 2400016775-HD-06600 (5100016775)/ALS

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 180 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 180 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)

David Poddar

(PURCHASER)

डेविड पोद्दार
DAVID PODDAR
महाप्रबंधक - सामग्री
General Manager - Materials
एच.पी.सी.एल. - विशाख रिफाइनरी
H.P.C.L. - Visakh Refinery

General

Between Hindustan Petroleum Corporation Limited (HPCL) hereinafter referred to as “The Buyer”, and hereinafter referred to as “The Bidder/ Seller/ Contractor”

Preamble

The Buyer intends to award, under laid down organizational procedures, contract for The Buyer values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness /transparency in its relations with its Bidder and / or Seller and / or Contractor. In order to achieve these goals, the Buyer will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with this Integrity Pact. **The details of the IEMs appointed by the Buyer are provided in the Section 7 of IP.**

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. The IEMs are:
 - a. Shri Ashwani Kumar, E-mail: ashwani.ashwani282@gmail.com
 - b. Shri. Rajesh Ranjan, E-mail: rajeshranjan2@gmail.com
 - c. Shri. Bhagwan Shankar, E-mail: bhagwan.shankar1@gmail.com
- 2 The Monitors are not subject to instructions by the representatives of the parties and perform their functions neutrally and independently. The Monitors shall have the right to access all contract documents whenever required. It will be obligatory for him/ her to treat the information and documents of the BIDDER/ SELLER/CONTRACTOR, as confidential.
- 3 The Bidder/ Seller/ Contractor accepts that the Monitors have the right to access without restriction to all project documentation of the Buyer including that provided by the Bidder/ Seller/ Contractor. The Bidder/ Seller/Contractor will also grant the Monitors,

- upon their request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to sub-contractors.
- 4 The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Sellers/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitors shall have no Conflict of Interest while dealing with any case or with any party. If any conflict arises, then that Monitor shall inform the C&MD of Buyer and recuse himself from that case/ matter.
 - 5 The Buyer will provide to Monitors sufficient information about all meetings related to any complaint of violation of Integrity Pact and arrange for necessary facilities for smooth conduct of the meetings of the Monitors.
 - 6 As soon as the Monitor notices or believes to notice, a violation of this agreement, he/she will so inform the C&MD of the Buyer and request Management to discontinue or take corrective action, or take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
 - 7 The Monitor will submit the written report to the C&MD of Buyer within 30 days from the date of reference or information to them by the Buyer.
 - 8 If the Monitors have reported to the C&MD of Buyer a substantiated suspicion of an offence under relevant IPC/ PC Act, and the Buyer has not within a reasonable period of time taken action to proceed against such offence or report it to its CVO, the Monitor may also transmit this information directly to the Central Vigilance Commission.
 9. The word 'Monitor' would include both singular and plural.

Section 8 – Pact Duration

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

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

Section 9 – Other provisions

- 1 The Integrity Pact is subject to Indian Law. The place of performance and jurisdiction of courts shall be in India. The Arbitration Clause in the main tender document/ contract shall not be applicable to any issue/ dispute arising out of or in relation to the Integrity Pact.
- 2 The actions stipulated in the Integrity Pact are without prejudice to any other legal action that may be taken in accordance with the provisions of the extant law in force relating to contracts or any civil or criminal proceedings.
- 3 If the BIDDER/SELLER/CONTRACTOR is a Joint Venture/partnership/consortium, the Integrity Pact must be signed by authorized personnel of each of the partners or consortium members.



- 4 The signatories are duly authorized to sign and bind the Buyer/ Bidder/ Contractor/ Seller. Any amendment to the Integrity Pact will be made only by a written agreement between the Parties.
- 5 Issues like Warranty/ Guarantee etc. shall be outside the purview of the Independent External Monitors.
- 6 References to singular includes the plural and vice versa. References to “them” or “themselves” shall include a reference to “it” or “itself” and vice versa.
- 7 Should one or several provisions of this agreement turn out to be invalid, the remainder provisions of this agreement remains valid. In this case, the parties will strive to come to an agreement as to their original intentions. This Pact shall have precedence over the Tender/ Contract document with regard to any of the provisions covered under this Pact.

David Poddar

For and on behalf of the Buyer

डेविड पोद्दार
DAVID PODDAR
महाप्रबंधक - सामग्री
General Manager - Materials
एच.पी.सी.एल. - विशाख रिफाइनरी
H.P.C.L. - Visakh Refinery

For an on behalf of the Bidder/Seller/Contractor

Date:
Name:
Designation:
Seal/ Stamp

BANK GUARANTEE IN LIEU OF EARNEST MONEY

(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) issued a tender on Messrs. a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the Tenderer" which expression shall include its executors, administrators and assigns) against Tender no..... dated..... (hereinafter called "the tender" which expression shall include any amendments/ alterations to "the tender" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed not to insist upon immediate payment of Earnest Money for the fulfilment of the said tender in terms thereof on production of an acceptable Bank Guarantee for an amount of r..... (Rupeesonly).

We, Bank having office at..... Bombay (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the Tenderer" 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 Tenderer" of any of the terms and conditions of the said "tender".

2. We, Bank further agree that "the Corporation" shall be sole Judge whether the said "Tenderer" has failed to perform or fulfill the said "tender" in terms thereof or committed breach of any of the 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 favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Tenderer" 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" to undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Tenderer" 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.

**ANNEXURE 2E: BANK GUARANTEE IN LIEU OF
EARNEST MONEY**

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 "tender"/or to extend time of performance by "the Tenderer" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Tenderer" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the tenderer" 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. NOTWITHSTANDING anything hereinbefore contained, our liability under this Guarantee is restricted to ₹ (Rupees..... only). Our liability under this guarantee shall remain in force until expiration of 45 days beyond the offer validity of the said "tender". Unless a demand or claim under this guarantee is made on us in writing within said period, that is, on or before all rights of "the Corporation" under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.
6. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in Writing.
7. We, Bank lastly agree that "the Bank's liability under this guarantee shall not be affected by any change in the constitution of "the Tenderer".
8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer" and "the Bank" in this regard.

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")

Annexure-II

(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

BANK GUARANTEE FOR PERFORMANCE OF THE OBLIGATIONS OF SUPPLIER / CONTRACTOR

(on non-judicial stamp paper of appropriate value)

To,

Hindustan Petroleum Corporation Ltd.,
(Address as applicable)

IN CONSIDERATION OF THE HINDUSTAN PETROLEUM CORPORATION LTD. a

Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay - 400 020 (hereinafter called "the Corporation" which expression shall include its successors and assigns) having awarded to M/s _____ a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at _____ (hereinafter referred to as "the Supplier" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Corporation's" Order No. _____ dated _____ and the General procurement conditions of "the Corporation" and upon the condition of "supplier's" furnishing security for the performance of "the Supplier's" obligations and/or discharge of "the supplier's" liability under and/or in connection with the said supply contract upto a sum of r (Rupees _____) amounting to 3% (three percent) of the project cost.

We, _____ (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Corporation" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anyway payable by "the Supplier" to "the Corporation" under, in respect of or in connection with the said supply contract inclusive of all the Corporation's losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys anyway payable in respect of the above as specified in any notice of demand made by "the Corporation" to the Bank with reference to this Guarantee upto and aggregate limit of r _____ (Rupees _____) and "the

Bank" hereby agrees with "the Corporation" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee /Undertaking and shall remain valid and irrevocable for all claims of "the Corporation" and liabilities of "the Supplier" arising upto and until midnight of _____
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anyway have in relation to "the

ANNEXURE 2C: BANK GUARANTEE FOR PERFORMANCE

Supplier's obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.

3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Supplier's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the supplier" of the said supply contract or to grant time and/or indulgence to "the Supplier" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the supplier" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the supplier" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".
4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the supplier" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Corporation" in terms hereof.
- ® 5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anyway affected or suspended by reason of any dispute having been raised by "the suppliers" (whether or not pending before any arbitrator, **conciliator(s)**, officer, tribunal or court) or any denial of liability by "the supplier" or any other order of communication whatsoever by "the supplier" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.
6. The amount stated in any notice of demand addressed by "the Corporation" to "the Bank" as liable to be paid to "the Corporation" by "the supplier" or as suffered or incurred by "the Corporation" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Corporation" be conclusive of the amount soliable to be paid to "the Corporation" or suffered or incurred by "the Corporation", as the case may be, and payable by "the Bank" to "the Corporation", in terms hereof.
7. 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.*

ANNEXURE 2C: BANK GUARANTEE FOR PERFORMANCE

8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the agreement/contract or MOU entered into between "the supplier" and "the Bank" in this regard.

IN WITNESS Where of _____ Bank, has executed this document at
_____ on _____ 199 .

_____ Bank
(by its constituted attorney) (signature of a
person authorized to sign on behalf of "the
Bank")

**PROCEDURE FOR SUBMISSION OF BANK GUARANTEE AND CONFIRMATION
THROUGH SFMS**

1. BG shall only be obtained from Bank and branches which are live on SFMS platform i.e. which have infrastructure to issue SFMS confirmation message along with the BG.
2. BG Issuing Bank should send the BG issuance advice through SFMS platform to **HPCL'S designated Banker : ICICI Bank, Backbay Branch, Mumbai
IFSC : ICIC0000393**
3. While sending the BG issuance advice through SFMS platform, BG Issuing Bank should ensure the following:
 - a. **SFMS Message Type should strictly be: 760COV**
 - b. **Field Number 7037 of 760COV to be updated with respective Unique Identification Code (UIC) of the receiving function/SBU i.e. HPCL508902133VR for Visakh Refinery**

Instructions as per point no. 2 & 3 above should be strictly complied to enable ICICI Bank send e-mail alerts / host in E-BG platform.

4. UIC code to be input in field 7037 of SFMS message should be as below:

Location	UIC
Visakh Refinery	HPCL508902133VR

5. Bidders/vendors are advised to take a print out of SFMS Confirmation Message from the BG issuing bank branch and attach copy of the same along with the hardcopy of BG while submitting the same to HPCL. No Bank Guarantee shall be accepted without SFMS Delivery Report.
6. Same process to be followed for submission of BG Amendment as well.
7. The field number and descriptions of some relevant fields to be followed by banks while originating SFMS message are as below:

Field ID	Field Description
7020	Transaction Reference Number(Issuing Bank Guarantee Number)
7025	Amount of Guarantee – Currency Code/Amount
7026	Guarantee Validity- From Date To Date
7032	Issuing Branch Name and Address
7033	Name of Applicant and his details
7034	Name of Beneficiary and his details
7036	Beneficiary Branch Name and Address
7037	Sender to Receiver Information (As mentioned in Point No. 3 &4)

Procedure for obtaining Digital Signature by Foreign Vendors

This document gives the procedure to be followed by bidders who are resident of countries other than India for participating in Online Tendering Activity.

As per the IT ACT 2000, all bidders who participate in the online bidding process in this site should possess a valid Digital Signature issued by any of the Digital Signature Certificate (DSC) vendors approved by CCA, India (<https://cca.gov.in>). The following document gives the procedure that is generally followed by various vendors.

Generally, the documents that are required to be submitted by Foreign Nationals are as follows:

1. Identity Proof (ID Proof) of the person in whose name DSC has to be issued (E.g. Passport copy)
2. Bank account statement in country of residence, duly attested by Indian Embassy / High Commission / Consulate / Apostille in the country where the applicant is currently located. (At least 6 months of Bank transactions) with the proof indicating the account is owned by the Individual.
3. Copy of the Trade license attested by any one of the authorities as specified in Point 2 above.
4. As the Individual is representing the company, an Authorization on company's letter head as given in the form
5. Copy of the Authorization letter or invitation letter from department for the participation in the tender by any one of the tender inviting authority.

As of now, it is learnt that GNFC, TCS, eMudhra issue DSCs with the above procedure. The copy of the nCodes, TCS and eMudhra Format is enclosed as Annexure; the Copies of other vendors will be made available on receipt of information from these vendors.

Note: The Information given by the vendors is attached for facilitating the Foreign Nationals to procure DSCs from the Indian CA authorized vendors for information purpose only as shared by the respective CA's.

Please find below the details of various vendors and procedure for obtaining DSC:

- ❖ [GNFC](#)
- ❖ [Tata Consultancy Services](#)
- ❖ [eMudhra](#)



Customer Identification Number: _____ (For Office Use Only)

Instructions:

1. This Form is divided into 2 parts: Form A and Form B.
2. Form A contains details of certificate applicant and needs to be filled up each time.
3. Form B contains organizational details and needs to be filled up only once for an Enterprise / Organization.
4. Please fill the form in BLOCK LETTERS in English only.
5. (n)Pro refers Class 3 Organization and will bear Object Identification as 2.16.358.100.2.3.
6. As per New Inter-portability Guidelines ver. 2.1, all the D8Cs issued from 4th April 2011 to 31st Dec 2011 will carry the validity of ONE year
7. Separate D8C for Signing & Encryption will be issued

FORM A

Affix recent
Passport Size
Photograph of the
applicant.

(Sign across photo)

TYPE OF DIGITAL CERTIFICATE:

1. Class IIb: 2. Class IIIb: 3. Class IIIc: Validity: 1Year. 2Years.

NAME OF THE APPLICANT (As required in the DIGITAL CERTIFICATE)

(Please ensure that the name as it appears in the Identity Proof matches with the name mentioned below)

Surname	First Name	Initials
---------	------------	----------

Office Address: _____

Town / City / District: _____

State / Union Territory: _____

Pin Code: _____ **Department:** _____

Contact No.: STD Code: _____ Ph: _____ Fax: _____

Mobile Phone No.: _____

Date of Birth: DD _____ MMM _____ YYYY _____

E-Mail Address: _____

Identity Details: No. _____
(Please Tick & Fill Any One) Passport

FORM B

Organizational Details to be Filled up only Once for an Organization (Please disregard if already submitted)

Company Name: _____

Corporate / Register Company Address: _____

Town / City / District: _____

State / Union Territory: _____

Pin Code: _____

Contact No.: STD Code: _____ Ph: _____ Fax: _____

Corporate Website (URL): _____

Income Tax Pan No.: _____

Bank Details:

Bank Name: _____

Bank A/C No: _____

I hereby agree that I have read and understood (n)Code Solutions CA CPS and the subscriber agreement and promise to abide the same. I acknowledge that informations provided in Form A & Form B are correct to my knowledge.

Place: _____
Date: _____

Signature Of Applicant

[Name: _____]



Customer Identification Number: _____ (For Office Use Only)

Documents Required and Submitted by the Applicant (POR : Proof of rights documents)

Documents required only once for an Organization / Enterprise for all classes of certificates: IIb, IIIb, IIIc

Certified true copy (from Company Secretary / Director / Partner / Proprietor of the organization:

- Valid business license document
- Authorization Letter in favor of the certificate applicant from the applicant organization (as per the format attached herewith, on the Company's Letterhead Only)

Documents to be Attested by Indian Embassy/High Commission / Consulate / Apostille in the country where applicant is located:

- Latest photograph of the applicant on the form
- Passport Copy
- Bank account statement in country of residence

PHYSICAL PRESENCE IS REQUIRED FOR CLASS IIIb CERTIFICATE APPLICANT

For further details contact (+91 33 2637 4024 / +91 33 2640 4086)

Or, can be deposited directly in any of the HDFC Bank's Branch,

H R Infracon Limited, A/C No.: 02082320001689

G T Road Branch, Howrah, IFSC - HDFC0000208

Bank Swift Code No.: HDFCINBB

Visit Us : www.hrinfracon.com E-Mail : hrinfracon@gmail.com Phone No.: (+91 33 - 2640 4086 / 2637 4061)

Note :

¹ Applicants for Class IIIb & Class IIIc certificate shall present themselves at the LRA location where the registration form for Digital Certificate was sent, for verification of physical presence.

² Please refer to the CPS for more information.

Signature Verification (Authorization) Letter
(This Authorization Letter is required on the Organization's letterhead)

To,
(n) Code Solutions,
A Division of Gujarat Narmada Valley Fertilizers Company Limited.

This is to certify that Mr. / Ms. _____ (Certificate applicant) has provided correct information in the Application form for issue of Digital Certificate to the best of my knowledge and belief and is working with _____ (organization name). He / She is hereby authorized to obtain a Class IIb, IIIb & IIIc Digital Certificate Issued by (n)Code Solutions CA.

Details of Authorized Signatory:

Name : _____

Designation : _____

Organization Name : _____

Signature of Authorized Person : _____

(with stamp of Organization / Office)

Date : _____

Place : _____

TATA CONSULTANCY SERVICES LIMITED – CERTIFYING AUTHORITY
REQUEST FORM FOR CLASS 3 CERTIFICATE
INSTRUCTIONS

Affix recent passport-size photograph of the applicant. Applicant to sign across the photograph

USER TYPE – COMPANY

Validity of DSC*

<input type="checkbox"/> 1 year	<input type="checkbox"/> 2 Years
---------------------------------	----------------------------------

E-Mail Address*^ Alternative E-Mail Address **Corporate / Branch / Registered office - Organisation Details**Name*^ House Identifier*^ Street Address*^ City*^ Pin Code*^ Country*^ State*^ Telephone* Mobile FAX PAN* **Applicant Details**Gender* Male FemaleSurname^ Given Name*^ Father/Husband's Name Initials^ House Identifier* Street Address* City* Pin Code* Country* State* Telephone* Mobile Nationality* **DOCUMENT CHECKLIST FOR COMPANY TYPE OF CERTIFICATE****Corporate / Branch / Registered office (any one ATTESTED copy required)** Public & Private limited

<input type="checkbox"/> Certificate of incorporation	<input type="text"/>	<input type="checkbox"/> Business commencement	<input type="text"/>
<input type="checkbox"/> Memorandum and articles	<input type="text"/>	<input type="checkbox"/> Latest annual report.	<input type="text"/>

 Partnership Firms

<input type="checkbox"/> Partnership deed	<input type="text"/>
---	----------------------

 Proprietorship firms

<input type="checkbox"/> Latest bank statement	<input type="text"/>	<input type="checkbox"/> Latest income tax return	<input type="text"/>
<input type="checkbox"/> Latest balance sheet	<input type="text"/>	<input type="checkbox"/> Sales tax certificate	<input type="text"/>
<input type="checkbox"/> Business commencement licence	<input type="text"/>		

Subscriber proof of identity and residence(ATTESTED copy required) Identity and Residence

<input type="checkbox"/> Passport	<input type="text"/>	<input type="checkbox"/> Driving License	<input type="text"/>
<input type="checkbox"/> Photo Identity Card	<input type="text"/>		

Identity

<input type="checkbox"/> PAN Card	<input type="text"/>	<input type="checkbox"/> Passport	<input type="text"/>
<input type="checkbox"/> Driving License	<input type="text"/>	<input type="checkbox"/> Bank A/C Passbook with Photo	<input type="text"/>
<input type="checkbox"/> Photo Identity Card	<input type="text"/>		

Residence

<input type="checkbox"/> Latest Telephone Bill	<input type="text"/>	<input type="checkbox"/> Latest Electricity Bill	<input type="text"/>
<input type="checkbox"/> Latest Bank Statement	<input type="text"/>	<input type="checkbox"/> Passport	<input type="text"/>
<input type="checkbox"/> Driving License/RC	<input type="text"/>	<input type="checkbox"/> Water Bill	<input type="text"/>
<input type="checkbox"/> Gas Connection	<input type="text"/>	<input type="checkbox"/> Service Tax/VAT Tax/Sales tax Registration Certificate	<input type="text"/>
<input type="checkbox"/> Voter Identity Card	<input type="text"/>	<input type="checkbox"/> Property Tax	<input type="text"/>

Letter of Authority*

Annexure A - Letter of Authority

I, _____ in the capacity of the _____ of _____, authorize _____, whose signature is attested below to carry out all the necessary formalities on behalf of _____ for the application of a Class-3/Class-2 Digital Signature Certificate with the validity period of _____ year(s).(required validity period needs to be mentioned)

Signature and Designation
of Authorizing Person

Signature and Designation
of the Applicant

Note: Guidelines on how to fill the Letter Of Authority based on type of organization.

1. Public & Private Limited Companies: The applicant of the certificate has to get himself authorized by the superior to whom he/she reports in the said company. If the applicant himself is the head of the organization, he can authorize himself.
2. Partnership Firms: The partner who is the applicant of the certificate has to get himself authorized by the other partner of the said partnership firm.
3. Proprietorship Firms: The proprietor who is the applicant of the certificate has to self authorize as he is the whole & sole responsible of the proprietary concern.

Applicant Declaration	RA Declaration
I hereby confirm that I have read and understood the above instructions and will follow the above instructions for obtaining and using the Digital Signature Certificate.	I hereby confirm that I have received and verified the documents submitted by the subscriber.
Date: Place: Signature of the Applicant	Date: Place: Signature of the RA Officer

RA OFFICE NAME : TCS-CA - Registration Authority / USER ID : _____ / REQUEST NUMBER : _____

The certificate Request Form, Online Enrollment Form, Demand Draft and the supporting documents as per the document checklist have to be forwarded to the following address:

Duly mark the envelope as 'APPLICATION FOR DIGITAL CERTIFICATE'

TCS-CA - Registration Authority

P

Instructions For Form Filling

- Items marked with * are mandatory.
- Items marked with ^ are mandatory and prepopulated in the Certificate request form.
- Items highlighted with black border are modified fields and require reverification.
- If you want a DSC with PAN. Please select PAN card as proof of identity.
- The applicants name in the Digital Signature Certificate is combination of 1) Surname,2) Given name, 3) Initials in the mentioned order(1 and 3 are optional). Please provide details accordingly.

Instructions for Document Checklist

- Copies of the selected documents must be provided to TCS-CA to authenticate the identity & proof of residence.
- In the case of foreign nation, all the validation documents must be notarized by the public notary of the respective country in English.
- Single document copy for both Identity and address proof may be considered. However, if the address in the Photo-id is different from the Address given in the application then a separate Address proof must be insisted & collected.
- **Attestation of Copy** : Gazetted officers, OR Bank Manager OR Post Master. Otherwise the RA may verify the copy of the identity and address proof against the original documents and certify the copy stating that has been verified against the originals. Such a copy should be signed by the authorized person of the RA and should bear name and address of the signatory.
- Online enrollment form which is generated on TCS-CA web portal must be submitted along with the request form and other validation documents.

Instructions For Form Filling	
E-mail Address	Enter your E-mail Address . Maximum limit Of 64 alphanumeric characters. Must be in the format of name@domain.com
Alternative E-mail Address	Enter your Alternative E-mail Address . Maximum limit Of 64 alphanumeric characters. Must be in the format of name@domain.com
Organisation/Office Name	Enter your Organisation/Office Name . Maximum limit of 64 alphanumeric characters.
Organisation/Office House Identifier	Enter your Organisation/Office House Identifier . Maximum limit of 60 alphanumeric characters.
Organisation/Office Street Address	Enter your Organisation/Office Street Address . Maximum limit of 60 alphanumeric characters.
Office city	Enter your Office city . Maximum limit of 32 alphanumeric characters.
Office PIN Code	Enter your Office PIN Code . Maximum limit of 10 alphanumeric characters.
Office Country	Enter your Office Country
Office State	Enter your Office State . Maximum limit of 32 alphanumeric characters.
Office Telephone Country Code	Enter your Office Telephone Country Code . Maximum limit of 2 numbers.
Office Telephone Area Code	Enter your Office Telephone Area Code . Maximum limit of 4 numbers.
Office Telephone	Enter your Office Telephone . Maximum limit of 15 numbers.
Office Mobile Country Code	Enter your Office Mobile Country Code . Maximum limit of 2 numbers.
Office Mobile	Enter your Office Mobile . Maximum limit of 15 numbers.
Office FAX Country Code	Enter your Office FAX Country Code . Maximum limit of 2 numbers.
Office FAX Area Code	Enter your Office FAX Area Code . Maximum limit of 4 numbers.
Office PAN	Enter your Office PAN . Eg. AAAAA1111A. Maximum limit of 10 alphanumeric characters.
Surname	Enter your Surname . Maximum limit of 64 alphanumeric characters.
Given Name	Enter your Given Name . Maximum limit of 64 alphanumeric characters.
Father/Husband's Name	Enter your Father/Husband's Name if you want Father/Husband's Name to appear in your Certificate. Maximum limit of 64 alphanumeric characters.
Initials	Enter your Initials if you want Initials to appear in your Certificate. Maximum limit of 64 alphanumeric characters.
Residential House Identifier	Enter your Residential House Identifier . Maximum limit of 60 alphanumeric characters.
Residential Street Address	Enter your Residential Street Address . Maximum limit of 60 alphanumeric characters.
Authorized Applicant city	Enter your Authorized Applicant city . Maximum limit of 32 alphanumeric characters.
Authorized Applicant PIN Code	Enter your Authorized Applicant PIN Code . Maximum limit of 10 alphanumeric characters.
Authorized Applicant Country	Enter your Authorized Applicant Country
Authorized Applicant State	Enter your Authorized Applicant State . Maximum limit of 32 alphanumeric characters.
Authorized Applicant Telephone Country Code	Enter your Authorized Applicant Telephone Country Code . Maximum limit of 2 numbers.
Authorized Applicant Telephone Area Code	Enter your Authorized Applicant Telephone Area Code . Maximum limit of 4 numbers.
Authorized Applicant Telephone	Enter your Authorized Applicant Telephone . Maximum limit of 15 numbers.
Authorized Applicant Mobile Country Code	Enter your Authorized Applicant Mobile Country Code . Maximum limit of 2 numbers.
Authorized Applicant Mobile	Enter your Authorized Applicant Mobile . Maximum limit of 15 numbers.
Authorized Applicant Nationality	Enter your Authorized Applicant Nationality . Maximum limit of 32 alphanumeric characters.

Documents checklist: Public & Private limited	
Certificate of incorporation	Enter your Certificate of incorporation identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a Certificate true copy from either the company secretary / Director of the company
Business commencement	Enter your Business commencement identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a Certificate true copy from either the company secretary / Director of the company
Memorandum and articles	Enter your Memorandum and articles of association identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a Certificate true copy from either the company secretary / Director of the company
Latest annual report.	Enter your Latest annual report identification number as in the enclosed attested copy. Maximum limit of 32 characters.
Documents checklist: Partnership Firms	
Partnership deed	Enter your Partnership deed identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a Certificate true copy from either the company secretary / Director of the company
Documents checklist: Proprietorship firms	
Latest bank statement	Enter your Latest Bank statement identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a latest bank statement certified by the bank manager of the bank where the account is held.
Latest income tax return	Enter your Latest income tax return identification number as in the enclosed attested copy. Maximum limit of 32 characters.
Latest balance sheet	Enter your Latest balance sheet identification number as in the enclosed attested copy. Maximum limit of 32 characters.
Sales tax certificate	Enter your CST identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a licensed copy issued by sales tax authority.
Business commencement licence	Enter your Business commencement identification number as in the enclosed attested copy. Maximum limit of 32 characters. Must be a license issued by central / state government to do business in India.
Documents checklist: Identity and Residence	
Passport	Enter your Passport number as in the enclosed attested copy of your passport. Eg. A3608997. Maximum limit of 32 characters.
Driving License	Enter your Driving License number as in the enclosed attested copy of your Driving License. Eg. DL9246/DEC/95. Maximum limit of 32 characters.
Documents checklist: Identity	
PAN Card	Enter your PAN card number as in the enclosed attested copy of your PAN Card. Eg. AAAAA1111A. Maximum limit of 32 characters.
Passport	Enter your Passport number as in the enclosed attested copy of your passport. Eg. A3608997. Maximum limit of 32 characters.
Driving License	Enter your Driving License number as in the enclosed attested copy of your Driving License. Eg. DL9246/DEC/95. Maximum limit of 32 characters.
Bank A/C Passbook with Photo	Enter your Bank Account number as in the enclosed attested copy of your Bank Account Passbook which is up to date. Eg. 000401532978. Maximum limit of 32 characters. Same should be signed by an individual with attestation by the concerned Bank official.
Photo Identity Card	Enter any Photo Identity Card number as in the enclosed attested copy of your Identity Card. Eg. 556789. Maximum limit of 32 characters. Issued by the Ministry of Home Affairs of Centre/State Governments or Any Government issued photo ID Card bearing the signatures of the individual.
Documents checklist: Residence	
Latest Telephone Bill	Enter your Latest Telephone Bill . Maximum limit of 32 alphanumeric characters. The bill must be recent proof, but not earlier than 3 months from the date of application should be attached.
Latest Electricity Bill	Enter your Latest Electricity Bill . Maximum limit of 32 alphanumeric characters. The bill must be recent proof, but not earlier than 3 months from the date of application should be attached.
Latest Bank Statement	Enter your Bank Account number as in the enclosed attested copy of your Latest Bank Statement. Eg. 000401532978. Maximum limit of 32 characters. Same should be attested by the the concerned Bank official.
Passport	Enter your Passport number as in the enclosed attested copy of your passport. Eg. A3608997. Maximum limit of 32 characters.
Driving License	Enter your Driving License number as in the enclosed attested copy of your Driving License. Eg. DL9246/DEC/95. Maximum limit of 32 characters.
Documents checklist: Letter of authority	
Letter of Authority	Enter Submitted or enclosed if you have enclosed attested copy of Letter of Authority .

Instructions for Certificate Management

- All subscribers are advised to read Certificate Practice Statement of CA.
- The certificate shall be downloaded onto the same computer / Hardware device (USB token, Smart card etc.) by login as same computer user account from where the request was initiated.
- The certificate must not be shared with others or used by them on your behalf
- Certificate revocation is permanent and irreversible. If your certificate is revoked, you will have to reapply for a fresh certificate.
- It is your responsibility to remember the passwords that are used while generating/exporting the certificates/keys.
- If you lose your key pair, you shall inform the RA Administrator immediately and apply for the revocation of your certificate.
- After placing an online request for a certificate, the following activities shall not be carried out until the certificate is successfully downloaded:
 - Formatting of the computer
 - Deletion of computer user account used to logon when the request was initiated

- Reinstallation or upgrade of the Internet browser on the computer from which the certificate request was initiated.
- Incomplete/Inconsistent application is liable to be rejected.

Close

Organisation's: *

Bank Name	
Branch Name & Place	
Account Type	<input type="checkbox"/> Savings <input type="checkbox"/> Current
Account Number	

IDENTIFICATION DETAILS*

15a.Passport Details:*

Passport number	
Passport Issuing Authority	
Passport Expiry Date	

15b.Visa Details: (Mandatory and Applicable if the applicant is in India)*

Visa issued By	
Visa valid from	
Visa Expiry Date	

15c.Valid Identity Details:*

(Please tick any one and fill the ID number and attach attested copy of ID proof)

<input type="checkbox"/> Passport	<input type="checkbox"/> Driving License	<input type="checkbox"/> PAN Card

PAYMENT DETAILS*

16. Mode of Payment *	<input type="checkbox"/> Online / Net Banking	<input type="checkbox"/> At Par Cheque/DD	<input type="checkbox"/> NEFT
Online Payment Details	Cheque/DD Payment Details		
Transaction/Reference No.		Cheque /DD No.	
Bank Name		Bank & Branch Name	
Account Type		Account Type	
Amount Rs.		Amount Rs.	
Date		Date	

DECLARATION*

I hereby agree that I have read and understood the provisions of eMudhra Certification Practice Statement (CPS) and the subscriber agreement and will abide by the same. The information provided in this Digital Signature Certificate request form is true and correct to the best of my knowledge and I accept publishing my certificate information in eMudhra repository.

Date :*	Name of the Applicant:
Place:*	Signature:
	Seal and Stamp (as applicable):

TO BE FILLED BY RA OFFICE ONLY*

I declare that the applicant has provided correct information in this application form. I have checked and verified the application form and supporting documents.

RA Name :	
Signature :	
Place :	
Date :	RA Seal & Stamp

CHECKLIST OF DOCUMENTS TO BE SUBMITTED ALONG WITH THE APPLICATION for INDIVIDUAL CERTIFICATE *

a. Attested copy of any one as per the list in serial no. 15c
<input type="checkbox"/> Passport <input type="checkbox"/> Driving License <input type="checkbox"/> PAN Card
NB : Passport with a valid copy of the visa is a must if the applicant is in India
b. <input type="checkbox"/> Attested Copy of PAN CARD (Mandatory if PAN number has been provided)
c. Attested Copy of any one for address proof
<input type="checkbox"/> Passport <input type="checkbox"/> Driving License <input type="checkbox"/> Electricity Bill <input type="checkbox"/> Telephone Bill

Checklist of Documents to be Submitted along with Application for Organisation Certificate

- a. Attested Copy of anyone as per the list is S.No. 15c
- b. Attested copy of any one
 Certificate of Incorporation Memorandum of Association Regd. Partnership Deed Valid Business License
- c. Attested Copy of any one
 Annual report Latest Income Tax Return Latest organisation Details from the Bank Statement of Income issued by Chartered Accountant
- d. Attested Copy of the Organisation PAN Card or equivalent for the corresponding country
- e. Authorisation letter in favour of the certificate applicant from the Organisation as per format below
- f. List of Partners / members / Directors with their complete name and address details

AUTHORISATION LETTER FORMAT* (This Authorisation Letter is required on the Organisation's Letterhead)

To,

eMudhra Consumer Services Limited
 3rd Floor, Sai Arcade, 56 Outer Ring Road
 Deverabeesanahalli, Opp Intel
 Bangalore 560103
 Phone: +91 80 4336 0000

Date:

Dear Sir,

Sub: **Authorisation letter for obtaining Digital Signature Certificate.**

This is certify that Mr./Mrs./Miss. _____ (Certificate applicant) has provided correct information in the 'Application form for issue of Digital Signature Certificate' to the best of my knowledge and belief vide application form dated DD-MM-YYYY. I hereby authorize him/her, on behalf of our Organisation to apply for obtaining the following Class of Digital Signature Certificate issued by eMudhra.

Class of Digital Signature Certificate issued by e-Mudhra.

- Class 2 Gold Organisation Class 3 Platinum Organisation

Signature:

Name:

Designation:

CONTACT DETAILS

eMudhra Consumer Services Limited, D.No.2 / 30 A, 1st Floor, Natesa Pandaram Colony, Cherry Road, Landmark: Opp to Post Office, Salem - 636 007. Tamil Nadu
 Phone : +91 80 4336 0000 Fax : +91 80 4227 5306 Email : info@e-Mudhra.com Website : www.e-Mudhra.com

Policy to provide Purchase preference (linked with local content) (PP - LC)

Following is the revised Public Procurement (Preference to Make in India) Order (PPP – MII order) No. P-45021/2/2017-PP (BE-II)-Part(4)Vol. II issued by Ministry of Commerce and Industry Department for promotion of Industry and Internal Trade (Public Procurement Section) dated: 19-July-2024 as modified by Ministry of Petroleum and Natural Gas.

1. This Order is issued pursuant to Rule 153 (iii) of the General Financial Rules 2017.
2. **Definitions:** For the purposes of this Order:
Local content' means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.

Explanatory notes for calculation of local content given above
 - a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
 - b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
 - c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;

'Refurbishing' means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.
'Repackaging' means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.
'Rebranding' means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/ organization/ firm for an imported product would amount to rebranding.
 - d. Local value addition through services such as transportation insurance, installation, commissioning, training and after sales services support like AMC/ CMC etc. shall continue to be considered in local content calculation.
 - e. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content, procuring entities to obtain from bidders, the cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.
 - f. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.

'Class-I local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-I local supplier' under this Order.

Policy to provide Purchase preference (linked with local content) (PP - LC)

'Class-II local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for 'Class-II local supplier' but less than that prescribed for 'Class-I local supplier' under this Order.

'Non - Local supplier' means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for 'Class-II local supplier' under this Order.

'L1' means the lowest tender or lowest bid or the lowest quotation received in a tender, bidding process or other procurement solicitation as adjudged in the evaluation process as per the tender or other procurement solicitation.

'Margin of purchase preference' means the maximum extent to which the price quoted by a "Class-I local supplier" may be above the L1 for the purpose of purchase preference.

'Nodal Ministry' means the Ministry or Department identified pursuant to this order in respect of a particular item of goods or services or works.

'Procuring entity' means a Ministry or department or attached or subordinate office of, or autonomous body controlled by, the Government of India and includes Government companies as defined in the Companies Act.

'Works' means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'.

2A. Special treatment for items covered under PLI Scheme

The manufacturers manufacturing an item under PU scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that item, provided the manufacturer has received incentive from the concerned PU Ministry for the Item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.

3. Eligibility of 'Class-I local supplier'/ 'Class-II local supplier'/ 'Non-local suppliers' for different types of procurement
 - (a) In procurement of all goods, services or works in respect of which the Nodal Ministry / Department has communicated that there is sufficient local capacity and local competition, only 'Class-I local supplier', as defined under the Order, shall be eligible to bid irrespective of purchase value.
 - (b) Only 'Class-I local supplier' and 'Class-II local supplier', as defined under the Order, shall be eligible to bid in procurement undertaken by procuring entities, except when Global tender enquiry has been issued. In global tender enquiries, 'Non-local suppliers' shall also be eligible to bid along with 'Class-I local suppliers' and 'Class-II local suppliers'. In procurement of all goods, services or works, not covered by sub-para 3(a) above, and with estimated value of purchases less than Rs. 200 Crore, in accordance with Rule 161(iv) of GFR, 2017, Global tender enquiry shall not be issued except with the approval of competent authority as designated by Department of Expenditure.
 - (c) For the purpose of this Order, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

3.1 Mandatory sourcing of items, with sufficient local capacity and competition, from Class-I local suppliers in SI/EPC/Turnkey Contracts/Service Tenders

- a. The items, notified as having sufficient local capacity and competition, shall mandatory be sourced from Class-I local suppliers in SI/EPC/Turnkey Contracts/ Services tenders. This provision will be applicable only for those items which have been notified by the Nodal Ministry as Class I i.e. having sufficient local capacity and competition, with specific HSN codes."

Policy to provide Purchase preference (linked with local content) (PP - LC)

- b. Notwithstanding above, if in any project, it is considered that it is not practically feasible to source such items from Class I local suppliers, it may take relaxation from such stipulation with the approval of Secretary of the administrative Ministry/ Department concerned or with the approval of the Competent Authority specified by the Administrative Ministry/Department, on case-specific basis.

3A. Purchase Preference

- (a) Subject to the provisions of this Order and to any specific instructions issued by the Nodal Ministry or in pursuance of this Order, purchase preference shall be given to 'Class-I local supplier' in procurement undertaken by procuring entities In the manner specified here under.
- (b) In the procurement of goods or works, which are covered by para 3(b) above and which are divisible in nature, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is 'Class-I local supplier', the contract for full quantity will be awarded to L1.
 - ii. If L1 bid is not a 'Class-I local supplier', 50% of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price for the remaining 50% quantity subject to the Class-I local supplier's quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such 'Class-I local supplier' subject to matching the L1 price. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price or accepts less than the offered quantity, the next higher 'Class-I local supplier' within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.
- (c) In the procurement of goods or works, which are covered by para 3(b) above and which are not divisible in nature, and in procurement of services where the bid is evaluated on price alone, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:
 - i. Among all qualified bids, the lowest bid will be termed as L1. If L1 is Class -I local supplier', the contract will be awarded to L1.
 - ii. If L1 Is not 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier', will be invited to match the L1 price subject to Class-I local supplier's quoted price falling within the margin of purchase preference, and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price.
 - iii. In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the 'Class-I local supplier' within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.
- (d) "Class-II local supplier" will not get purchase preference in any procurement, undertaken by procuring entities.

3B. Applicability in tenders where contract is to be awarded to multiple bidders- In tenders where contract is awarded to multiple bidder's subject to matching of L1 rates or otherwise, the 'Class-I local supplier' shall get purchase preference over 'Class-II local supplier' as well as 'Non-local supplier', as per following procedure:

- a. In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract, should be all and only 'Class I Local suppliers'.
- b. In other cases, 'Class II local suppliers' and 'Non local suppliers' may also participate in the bidding process along with 'Class I Local suppliers' as per provisions of this Order.

Policy to provide Purchase preference (linked with local content) (PP - LC)

- c. If 'Class I Local suppliers' qualify for award of contract for at least 50% of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However, in case 'Class I local suppliers' do not qualify for award of contract for at least 50% of the tendered quantity, purchase preference should be given to the 'Class I local supplier' over 'Class II local suppliers'/ 'Non local suppliers' provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the 'Class I Local suppliers' taken in totality are considered for award of contract for at least 50% of the tendered quantity.
 - d. First purchase preference has to be given to the lowest quoting 'Class-I local supplier', whose quoted rates fall within 20% margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting 'Class-I local supplier', does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher 'Class-I local supplier', falling within 20% margin of purchase preference, and so on.
 - e. To avoid any ambiguity during bid evaluation process, the procuring entities may stipulate its own tender specific criteria for award of contract amongst different bidders including the procedure for purchase preference to 'Class-I local supplier' within the broad policy guidelines stipulated in sub-para above.
4. **Exemption of small purchases:** Notwithstanding anything contained in paragraph 3, procurement where the estimated value to be procured is less than Rs. 1 Crore shall be exempt from this Order. However, it shall be ensured by procuring entities that procurement is not split for the purpose of avoiding the provisions of this Order.
- 4A. Exemption in sourcing of spares and consumables of closed systems:
Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.
5. **Minimum local content:** The 'local content' requirement to categorize a supplier as 'Class-I local supplier' is minimum 50%. For 'Class-II local supplier', the 'local content' requirement is minimum 20%. Nodal Ministry/ Department may prescribe only a higher percentage of minimum local content requirement to categorize a supplier as 'Class-I local supplier'/ 'Class- II local supplier'. For the items, for which Nodal Ministry/ Department has not prescribed higher minimum local content notification under the Order, it shall be 50% and 20% for 'Class-I local supplier'/ 'Class-II local supplier' respectively.
 6. **Margin of Purchase Preference:** The margin of purchase preference shall be 20%.
 7. **Requirement for specification in advance:** The minimum local content, the margin of purchase preference and the procedure for preference to Make in India shall be specified in the notice inviting tenders or other form of procurement solicitation and shall not be varied during a particular procurement transaction.
 8. **Government E-marketplace:** In respect of procurement through the Government E-market place (GeM) shall, as far as possible, specifically mark the items which meet the minimum local content while registering the item for display, and shall, wherever feasible, make provision for automated comparison with purchase preference and without purchase preference and for obtaining consent of the local supplier in those cases where purchase preference is to be exercised.
 9. **Verification of local content:**
 - a. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be. They shall also give details of the location(s) at which the local value addition is made.

Policy to provide Purchase preference (linked with local content) (PP - LC)

- b. In cases of procurement for a value in excess of Rs. 10 crores, the 'Class-I local supplier'/ 'Class-II local supplier' shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - c. The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class-II/ Non-local or from Class-II to Non-local, a penalty upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.
 - d. Decisions on complaints relating to implementation of this Order shall be taken by the competent authority which is empowered to look into procurement-related complaints relating to the procuring entity.
 - e. Nodal Ministries may constitute committees with internal and external experts for independent verification of self-declarations and auditor's/ accountant's certificates on random basis and in the case of complaints.
 - f. Nodal Ministries and procuring entities may prescribe fees for such complaints.
 - g. False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151 (iii) of the General Financial Rules along with such other actions as may be permissible under law.
 - h. A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under paragraph 9 i below.
 - i. The Department of Expenditure shall issue suitable instructions for the effective and smooth operation of this process, so that:
 - i. The fact and duration of debarment for violation of this Order by any procuring entity are promptly brought to the notice of the Member- Convenor of the Standing Committee and the Department of Expenditure through the concerned Ministry /Department or in some other manner;
 - ii. On a periodical basis such cases are consolidated and a centralized list or decentralized lists of such suppliers with the period of debarment is maintained and displayed on website(s);
 - iii. In respect of procuring entities other than the one which has carried out the debarment, the debarment takes effect prospectively from the date of uploading on the website(s) in the such a manner that ongoing procurement are not disrupted.
10. Specifications in Tenders and other procurement solicitations:
- a. Every procuring entity shall ensure that the eligibility conditions in respect of previous experience fixed in any tender or solicitation do not require proof of supply in other countries or proof of exports.
 - b. Procuring entities shall endeavour to see that eligibility conditions, including on matters like turnover, production capability and financial strength do not result in unreasonable exclusion of 'Class-I local supplier'/ 'Class-II local supplier' who would otherwise be eligible, beyond what is essential for ensuring quality or creditworthiness of the supplier.
 - c. Procuring entities shall, within 2 months of the Issue of this Order review all existing eligibility norms and conditions with reference to sub- paragraphs 'a' and 'b' above.

Policy to provide Purchase preference (linked with local content) (PP - LC)

- d. Reciprocity Clause
 - i. When a Nodal Ministry/Department identifies that Indian suppliers of an item are not allowed to participate and/ or compete in procurement by any foreign government, due to restrictive tender conditions which have direct or indirect effect of barring Indian companies such as registration in the procuring country, execution of projects of specific value in the procuring country etc., it shall provide such details to all its procuring entities including CMDs/CEOs of PSEs/PSUs, State Governments and other procurement agencies under their administrative control and GeM for appropriate reciprocal action.
 - ii. Entities of countries which have been identified by the nodal Ministry/Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all Items related to that nodal Ministry/ Department, except for the list of items published by the Ministry/ Department permitting their Participation.
 - iii. The stipulation in (ii) above shall be part of all tenders invited by the Central Government procuring entities stated in (i) above. All purchases on GeM shall also necessarily have the above provisions for items identified by nodal Ministry/ Department.
 - iv. State Governments should be encouraged to incorporate similar provisions in their respective tenders.
 - v. The term 'entity' of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.
 - e. Specifying foreign certifications/ unreasonable technical specifications/ brands/ models in the bid document is restrictive and discriminatory practice against local suppliers. If foreign certification is required to be stipulated because of non-availability of Indian Standards and/or for any other reason, the same shall be done only after written approval of Secretary of the Department concerned or any other Authority having been designated such power by the Secretary of the Department concerned.
 - f. "All administrative Ministries/Departments whose procurement exceeds Rs. 1000 Crore per annum shall notify/update their procurement projections every year, including those of the PSEs/PSUs, for the next 5 years on their respective website."
- 10A. **Action for non-compliance of the Provisions of the Order:** In case restrictive or discriminatory conditions against domestic suppliers are included in bid documents, an inquiry shall be conducted by the Administrative Department undertaking the procurement (including procurement by any entity under its administrative control) to fix responsibility for the same. Thereafter, appropriate action, administrative or otherwise, shall be taken against erring officials of procurement entities under relevant provisions. Intimation on all such actions shall be sent to the Standing Committee.
 11. Assessment of supply base by Nodal Ministries: The Nodal Ministry shall keep in view the domestic manufacturing / supply base and assess the available capacity and the extent of local competition while identifying items and prescribing the higher minimum local content or the manner of its calculation, with a view to avoiding cost increase from the operation of this Order.
 12. Increase in minimum local content: The Nodal Ministry may annually review the local content requirements with a view to increasing them, subject to availability of sufficient local competition with adequate quality.
 13. Manufacture under license/ technology collaboration agreements with phased indigenization: While notifying the minimum local content. Nodal Ministries may make special provisions for exempting suppliers from meeting the stipulated local content if the product is being manufactured in India under a license from a foreign manufacturer who holds intellectual property rights and where there is a technology collaboration agreement / transfer of technology agreement for indigenous manufacture of a product developed abroad with clear phasing of increase in local content.
 - 13A. In procurement of all goods, services or works in respect of which there is substantial quantity of public procurement and for which the nodal ministry has not notified that there is sufficient local

Policy to provide Purchase preference (linked with local content) (PP - LC)

capacity and local competition, the concerned nodal ministry shall notify an upper threshold value of procurement beyond which foreign companies shall enter into a joint venture with an Indian company to participate in the tender. Procuring entities, while procuring such items beyond the notified threshold value, shall prescribe in their respective tenders that foreign companies may enter into a joint venture with an Indian company to participate in the tender. The procuring Ministries/Departments shall also make special provisions for exempting such joint ventures from meeting the stipulated minimum local content requirement, which shall be increased in a phased manner.

Policy to provide Purchase preference (linked with local content) (PP - LC)

[This Self-certification on bidders Letter head should be uploaded by the bidder and should be duly signed by the authorized signatory of the bidder, clearly stating the name and designation of the signatory]

UNDERTAKING ON LETTERHEAD

TENDER NO: 2400016775-HD-06600 (5100016775) / ALS

We have read the clause regarding Policy to provide Purchase Preference under PP-LC as mentioned in the tender attachment and we certify that the percentage of Local Content in the bid is _____%.

Local value addition is made at following location(s) _____

Also, M/s _____ (**Name of Bidder**) meets the mandatory Local Content requirement and in case M/s _____ (**Name of Bidder**) becomes the successful bidder, this undertaking shall become a part of the contract.

Place:
Date:

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



**CLAUSE REGARDING PROVISION FOR
PROCUREMENT FROM A BIDDER OF A COUNTRY
WHICH SHARES A LAND BORDER WITH INDIA**

I. Any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority. Further, any bidder (including bidder from India) having specified Transfer of Technology (TOT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority.

II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or 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.

III. "Bidder (or entity) from a country which shares a land border with India" for the purpose of this Order 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) An Indian (or other) agent of such an entity; or
- (f) A natural person who is a citizen of such a country; or
- (g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

IV. The beneficial owner for the purpose of (iii) above will be as under:

1. 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.

Explanation-

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. of shares or capital or profits of the company;
- b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

Land Border Declaration

Annexure



Visakh Refinery

2. 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;

3. In case of an unincorporated 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;

4. 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;

5. 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.

V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

VI. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

VII. The registration shall be valid at the time of submission of bid and at the time of acceptance of bid.

If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution

Land Border Declaration

Annexure



Form-I

UNDERTAKING ON LETTERHEAD

[The Subject Declaration should be uploaded by the bidder and should be duly signed by the authorized signatory clearly stating the name and designation of the signatory]

TENDER NO: 2400016775-HD-06600 (5100016775) / ALS

I have read the clause regarding Provisions for Procurement from a Bidder of a country, which shares a land border with India and on sub-contracting to contractors from such countries and on procurement from a bidder having Transfer of Technology (ToT) arrangement and I certify that, M/s_____ (Name of Bidder) is:

(i) not from such a country AND does not have any specified Transfer of Technology [TOT] arrangement requiring registration with the competent authority AND will not sub-contract any work to a contractor from such countries. []

(ii) if from such a country, has been registered with competent authority OR have valid Transfer of Technology [TOT] registration to participate in this procurement OR will not sub-contract any work to a contractor from such countries unless such contractor is registered with the competent authority. []

(Evidence of valid registration by the competent authority shall be attached)

(Bidder is to tick appropriate option (✓ or X) above)

We hereby certify that M/s._____ (Name of Bidder) fulfils all requirements in this regard and is eligible to be considered.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

VENDOR DECLARATION
(To be provided on Vendor's letter head)

TENDER NO:2400016775-HD-06600 (5100016775) / ALS

TITLE:PROCUREMENT OF GREEN HYDROGEN FOR VISAKH REFINERY (5 KTPA ON BUILD, OWN, OPERATE BASIS FOR 25 YEARS)

DATE:

We, _____ (Name of the company) hereby declare that we have not been suspended or banned or delisted or blacklisted or put on holiday list by any Government or quasi Government agencies or PSUs or GeM.

Sign	
Name & Company Stamp	

Note 1: If the bidder has been banned or delisted by any Government or quasi Government agencies or PSUs or GeM, this fact must be clearly stated.

Note 2: If this declaration is not given, the bid will be rejected as non-responsive.

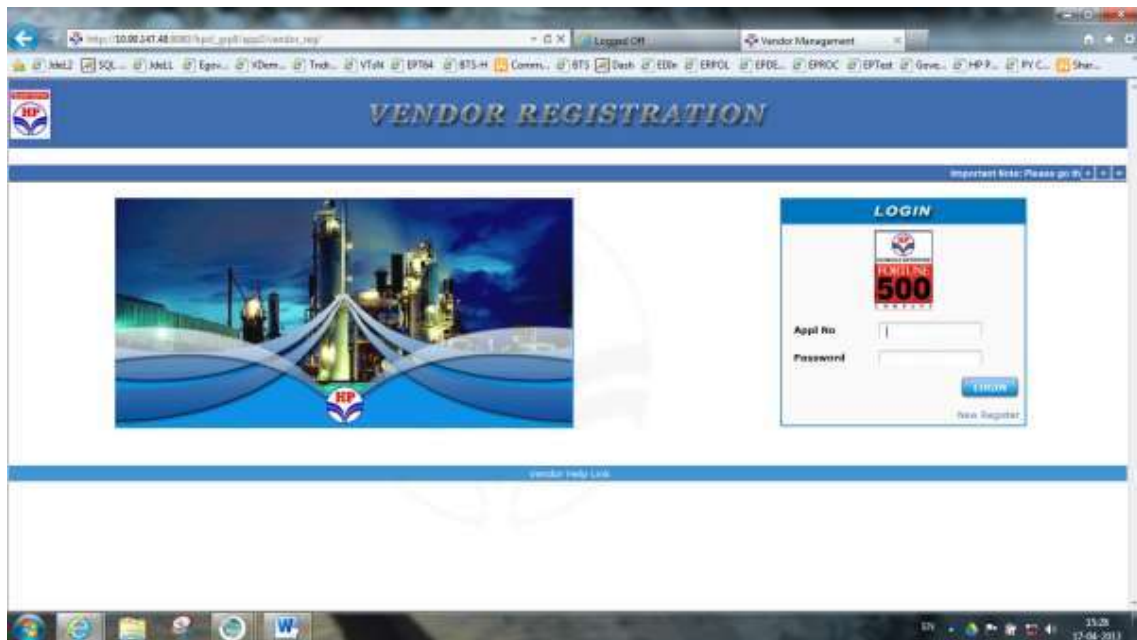
The guidelines for Holiday Listing as adopted and available on HPCL website shall be applicable to all tenders floated and all Purchase Orders/Contracts placed by HPCL. The guidelines are hosted under quick links → procurement in www.hindustanpetroleum.com .

Temporary Vendor registration manual

Please login to the site <https://etender.hpcl.co.in> and click on the link [New Users Click here for temporary registration.](#)



Now you will be taken to the Vendor registration page. Pl click on "New register".



Now a form will appear which has to be filled up and submitted.

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 1st 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 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. : 2400016775-HD-06600 (RFQ No. 5100016775)



Tender Published On : 18-Oct-2024 20:36

Integrity Pact

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Integrity Pact	integritypact.pdf	-	No

Integrity Pact is attached separately.