



Notice Inviting Tender

Title: Rate contract for supply of HSD Lubricity Additive required to treat Euro VI HSD (<10 ppm sulphur) to HPCL Mumbai Refinery for Two Years

1.0 INTRODUCTION:

- 1.1** Hindustan Petroleum Corporation Ltd. also called HPCL (herein referred to as Purchaser) wishes to receive e-procurement bids against the subject tender document for the supplies to be carried out at HPCL Mumbai Refinery.
- 1.2** For the purpose of this document, the words "Owner ", "Purchaser", " HPCL", "Corporation" have been used interchangeably and would mean same in the expression and intent in proper context. Also the words "Bidder", "Tenderer", "Contractor", "Vendor" have been used interchangeably and would means same in expression and intent in proper context.
- 2.0** HPCL invites online bids at HPCL Mumbai Refinery, Mumbai 400074 in e-Tender system at [h https://etender.hpcl.co.in](https://etender.hpcl.co.in) under two bid envelope system (Part-I : EMD+ Integrity Pact + Techno-commercial bid and Part-II : Price bid) from competent bidders with sound technical and financial capabilities fulfilling the Qualification Criteria stated under Sr. No. 4.0 and its sub clauses below.

3.0 SALIENT FEATURES OF THE BIDDING DOCUMENT:

Description	Rate contract for supply of HSD Lubricity Additive to HPCL Mumbai Refinery for Two Years
Tender No	22000891-HD-48002 (Please refer attached notes to vendors document also)
Due date	February 08, 2023 at 14:00 HRS IST.
Last date & time for receipt of Bids	February 08, 2023 at 14:00 HRS IST. (On e-tender portal https://etender.hpcl.co.in Only).
Offer Validity	120 days from Due date/Extended due date
Earnest Money Deposit (EMD)	Rs. 36,24,300/-
Tender Type	Public
Tender Document Charges	Nil
HPCL eproc Help desk phone no.	022-41146666, 022-61548595
Reverse Auction	Not Applicable
Evaluation criteria	Quality cum cost lowest basis
Price reduction clause for delayed delivery	Applicable for undelivered portion as per GTC attached.
No. of Vendors required	One
Delivery	Within 4 weeks from the date of indent/call up/RPO
Performance Bank Guarantee (PBG)	Applicable, 3% of PO value
Validity of Contract	2 years from date of LOI/PO or Supply of entire quantity as per PO. Validity of PO may be extended accordingly.
Address for communication with HPCL	<p>For Technical queries: Mr. Hanumant B Teke - Ch. Manager- Technical, E-Mail ID:- hbteke@hpcl.in, Tel-(022) 2507 6164 Mr. Anubhav Bansal , Manager-Warehouse; E-mail Id: anubhavbansal@hpcl.in, Tel.- (022) 2507 6826 Mr. Deepak Kumar Jha, Sr. manager-Technical, E-mail ID: deepakkjha@hpcl.in, Ph. 02225076173</p> <p>For Commercial queries: Mr. Yogesh Verma, Manager –Purchase, E-mail ID: yogeshverma@hpcl.in, Tel. 022 25076820 Mr. Abhishek Jaiswal, Ch. Manager- Materials, E-mail ID: abhishekjaiswal@hpcl.in, Tel. 022 25076822</p>



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4.0 BIDDER QUALIFICATION CRITERIA:

The bidders, intending to participate shall fulfil the following qualification criteria (technical & financial) :

4.1 Technical Prequalification:

4.1.1 Following criteria shall be met by the Bidders.

Technical:

1. Bidder should be a manufacturer of Lubricity Additive and have a proven track record of manufacturing and supplying Lubricity Additive to refinery.

2. The Bidder shall have experience of having successfully carried out and completed similar work during the last 7 years ending 31/12/2022, which experience should be any one of the following

	In Rs. (For Non MSEs)	In Rs. (For MSEs)
Three similar completed works, each costing not less than or	10,99,44,000/-	9,34,52,400/-
Two similar completed works, each costing not less than or	13,74,30,000/-	11,68,15,500/-
One similar completed work costing not less than	21,98,88,000/-	18,69,04,800/-

Definition of similar work: "Supply of Diesel Lubricity Additive in drums".

For being a Manufacturer of Lubricity Additive: Bidder should submit any document in support of being a Manufacturer

The Bidder shall provide complete documentary evidence by way of notarized copies of Purchase Orders, Completion Certificates, Performance Certificates, Balance Sheets etc. of Refineries to whom the Bidder has supplied Lubricity Additive for HSD with telephone No. , fax and E-Mail address of the contact person. Bidder shall confirm that such documentation is enclosed in the Technical Bid.

All the above mentioned prequalification criteria to be met for qualification of Bidder

Note: The above-indicated Amounts in table are Basic Value only and exclusive of all Taxes. Bidder needs to submit their Qualification Documents accordingly.

4.1.2 Financial Prequalification:

Average Annual financial turnover of the bidder during the last three years ending 31.03.2022 shall be atleast Rs. 8,24,58,000/- (for Non-MSEs) and Rs. 7,00,89,300/- (for MSEs) as certified by audited balance sheet.

HPCL reserve the right to assess the capability and capacity of the bidder for execution of the project 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 also reserve their rights to reject any bid received at Its discretion without assigning any reason whatsoever. Purchase order copies of foreign refineries (duly notarized and translated in English Language) with contact telephone, fax and e-mail ID etc. to be necessarily provided.

HPCL reserves the right to use in-house information for assessment of Bidder's capabilities.

4.1.3 Complete Documentary evidence in support of their fulfilling the Qualification Criteria, as given in 4.1 to 4.2, to be provided along with the Technical Bid for the following requirements, **duly Notarized:**

- A) Copy of Purchase Order(s), clearly indicating details of work
- B) Copy of Work/Supplies Completion Certificate/s against each Purchase Order, towards successful

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completion of jobs as per the Terms & Conditions of each PO, indicating Basic Value of the Work completed for the said Order/s. Contact details of the End User in terms of Telephone no., Email ID of the concerned Official/s issuing the Work Completion Certificate, etc. are to be provided in the Bid for HPCL to cross-verify the same.

The vendor can also provide proof of completed supplies which can be in the form of fulfilled indents against standing orders / rate contracts or fulfilled supply certificates from respective organizations.

C) The above Purchase Order(s) and Work Completion Certificate(s) must have been issued by the Client/ END USER [in whose Installation/Premises the said Works/supplies have been executed].

D) Balance sheet or Audited Financial Statements including Profit and Loss Accounts, duly audited and certified.

E) A copy of each of the above documents shall be furnished and original shall be furnished for verification if required, which shall be returned after verification.

List of other Documents to be submitted, along with the Technical Bid:

a. Detailed Concurrent Commitments and Completion Dates

HPCL reserve the right to assess the capability and capacity of the bidder for execution of 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 also reserve their rights to reject any bid received at its discretion without assigning any reason whatsoever. HPCL reserves the right to use in-house information for assessment of Bidder's capabilities.

b. The bidder shall in his own interest furnish complete documentary evidence (i.e. in the Pre-Qualification/Technical Bid) in the first instance itself, in support of their fulfilling the Qualification Criteria as given above. HPCL reserve right to complete the evaluation based on the details furnished without seeking additional information from the vendor.

c. Bidder shall submit the supporting documents as proof of meeting Experience, technical & financial criteria of the tender. Bids submitted without notarization may be rejected without any notice.

d. Bidder should not be under liquidation, court receivership or similar proceedings.

e. If vendor wants to send specific technical confidential documents then he can send only confidential documents to yogeshverma@hpcl.in; abhishekjaiswal@hpcl.in. HPCL's decision is final with regard to acceptance or rejection of the bid, if the feedback received from customer of bidder is not satisfactory.

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Bidder shall meet all the above conditions to qualify their bid. In the event of bidder not meeting any of PQC conditions, the bid submitted shall be summarily rejected.

HPCL shall not be held responsible for any Expenses incurred by the Tenderers in connection with preparation & acceptance of the Bids, Site Visit, if any and other such Incidental Expenses incurred.

Vendors shall study and understand the Scope of Work and obtain clarifications, if any, on the Scope in its entirety before submission of their offer.

- 4.1.4** Parties who are affiliates of one another can decide which Affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However, up to 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to a consortium shall apply to them.

“Affiliate” of a Party shall mean any company or legal entity which:

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

- 4.1.5** Bids may be submitted by:

- a. a single person/ entity (called sole bidder);
- b. a newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;
- c. a consortium (including an unincorporated JV) having a maximum of 3 (three) members;
- d. an Indian arm of a foreign company.

Fulfilment of Eligibility criteria and certain additional conditions in respect of each of the above 4 types of bidders are stated below, respectively:

- a. The bidders (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfil each eligibility criteria on individual / combined basis.

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

- c. In case the bidder(s) is/are a consortium (including an unincorporated JV), then the following conditions shall apply:
 - i. Each member in a consortium may only be a legal entity and not an individual person;
 - ii. the Bid shall specifically identify and describe each member of the consortium;
 - iii. the consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of

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the articles of incorporation (or equivalent documents);

- iv. One participant member of the consortium shall be identified as the “Prime member” and contracting entity for the consortium;
- v. this prime member shall be solely responsible for all aspects of the Bid/Proposal including the execution of all tasks and performance of all consortium obligations;
- vi. the prime member shall fulfil each eligibility criteria;
- vii. a commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the member’s commitment to perform all relevant tasks and obligations in support of the Prime/lead member of the Consortium and a commitment not to withdraw from the consortium;
- viii. No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre- qualification, without the prior written permission of the Owner.
- ix. No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
- x. No consortium member shall hold less than 25% stake in a consortium;
- xi. Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
- xii. Any person or entity can bid either singly or as a member of only one consortium.

4.1.6 Number of vendors required:- One

**4.1.7 Evaluation Criteria:- Quality cum cost lowest basis.
EVALUATION METHODOLOGY-**

HPCL will carryout out lab testing for each bidder’s sample with reference Diesel Sample having WSD (wear scar dia) in range of 550-650 microns. Optimum Dosing rate of Lubricity Additive shall be established based on HPCL lab testing to reduce lubricity to <420 microns WSD corrected. Diesel Lubricity Additive quantities to be procured for two years for each bidder shall be calculated based on Optimum Dosage Rate. The quantity of the HSD lubricity additive calculated shall be multiplied by cost of the HSD lubricity additive per Kilo gram quoted by Bidder in priced bid.

Please refer tender document for details

Final evaluation will be on landed cost basis.

Bidder to submit HSD lubricity additive samples to carryout laboratory analysis to assess its performance along with quotation. The offer will be rejected if sample is not received along with the quotation on or before due date and time. Bidder is requested to submit properly sealed samples two sets of HSD lubricity additive samples in two bottles (each bottle 500-ml quantity). The bottles to be sealed properly. The sealed bottles need to be placed in a wooden box and the wooden box needs to be sealed properly. One set of sample will be used for laboratory analysis and the second set of sample shall be preserved for future use, if any. Bidder should submit MSDS of the sample.

Samples to be send at following address-

Yogesh Verma, Manager- Purchase New Admin Building (Room no.250B)

Materials Department, Hindustan Petroleum Corporation Ltd, Mumbai Refinery,

B D Patil Marg, Mahul, Mumbai-400 074, India Email: yogeshverma@hpcl.in. Ph: +91 22 25076820/6822



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5.0 EMD

Tenders received without Earnest Money Deposit will be rejected. The following categories of tenderers are exempted from EMD:

- i. Public Sector Enterprises in India
- ii. Vendors registered as Micro/Small Enterprises (MSEs) or National Small Scale Industries Corporation (NSIC) in India. For this purpose, in the event of the tendering company being a Public Sector Enterprise in India, a declaration to that effect and in the case of Vendors registered with NSIC or a MSEs, a copy of the registration certificate or acknowledged copy of Entrepreneurs Memorandum Part II (EM – II) should be submitted.

EMD can be submitted:-

By way of pay order/demand draft or non-revocable bank guarantee on **any scheduled bank (other than cooperative banks)** and valid for Six (6) months from the due date of submission of bid or **online thru Net banking.**

BG in lieu of EMD is to be confirmed by the issuing Bank directly to the Owner preferably through Structured Financial Messaging System (SFMS), as it provides an RBI supported Integrated Platform for Bank Guarantee Verification. For details, please see attached documents of "BG Confirmation".

If the EMD in physical form does not reach before tender due date and time, such bids will not be considered at all. Scanned copies of EMD should be uploaded along with bidding document on <http://etender.hpcl.co.in>

EMD in physical form shall be submitted to the following office on or before tender due date and time/extended due date and time as the case may be. The Envelope should indicate as **"Tender No. 22000891-HD-48002: Rate contract for supply of HSD Lubricity Additive to HPCL Mumbai Refinery for Two Years."**

If applicable, valid EMD amount received by HPCL either thru electronic receipts or other acceptable means, on or before the due date/ time will be considered as if the same is received with the Bid. Refund of EMD may be through e payment or cheque.

If the EMD is not in line with the amount called for, the EMD will be returned to the tenderer and online bid would be rejected. Vendor to contact undersigned for submitting EMD if needed.

Yogesh Verma, Manager- Purchase
New Admin Building (Room no.250B)
Materials Department, Hindustan Petroleum Corporation Ltd,
Mumbai Refinery, B D Patil Marg, Mahul, Mumbai-400 074, India
Email: yogeshverma@hpcl.in. Ph: +91 22 25076820/6822

Or

C.G.M- Materials
Room no. 332, 3rd Floor, New Admin Building
HPCL Refinery, B D Patil Marg, Mahul
Mumbai – 400074, India Ph. No. +91 22 25077005

Or

EMD shall be dropped in the Refinery Purchase Tender box (Box No. 2) kept at the Refinery Main Gate, on or before due date or extended due date, and time.

EMD will be forfeited if

1. Bidder withdraws their offer during the period of validity.
2. In case of the successful bidder if he fails to furnish the security deposit as required.
3. Any other reason warranting the forfeiture of EMD at the sole discretion of HPCL.
4. In situations of unwillingness of tenderers to participate in Reverse Auction if applicable (Refer Page 1), after technical acceptance, but before commencement of Reverse Auction, EMD to be forfeited.

At any point of time after opening of the Un-Priced Bids, if the Demand Draft/ Pay Order submitted towards the Cost
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of the Tender Document and/ or the Demand Draft/ Pay Order/ Bank Guarantee submitted towards EMD, is found to be not authentic, the Bids of such Vendors shall be summarily rejected, without any reference to and/ or correspondence with the Vendor.

6.0 INTEGRITY PACT (IP):

Uploading of integrity pact is mandatory in the e Procurement application. The IP shall be digitally signed by the bidder and there shall be no requirement for physical/digital signature of witnesses.

The Integrity Pact digitally signed by the authorized official of HPCL and the Contractor, will form part of this contract / supply order/ sale order as applicable. **Non submission of IP along with tender would lead to outright bid rejection.**

The bidder shall comply with the requirements of the Integrity Pact enclosed with the tender.

Proforma of Integrity Pact , which is issued along with the bidding document shall be submitted by the bidder on or before due date to HPCL. 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 Bids shall be submitted in <https://etender.hpcl.co.in> only. For any website related technical issues, HPCL Help Desk No. is 022-41146666

(a) Unpriced part of the Bids shall be opened at 1400 Hrs IST, on the last date for submission of bids, bidders can witness the same in the portal. Time and date of opening of Price Bids shall be notified to the qualified and acceptable bidders at a later date.

(b) Telex / Telegraphic / Fax / E-mail bids shall not be accepted.

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

8.1 By submitting the bids the Bidder to gives a declaration that they have not been banned or delisted by any government or quasi government or PSUs. If a bidder has been banned by any government or quasi government or PSUs, please note that it may not necessarily be a cause for disqualifying bidder. However **if this declaration is not given, the bid will be liable to be rejected as non-responsive.**

9.0 Validity of PO:-

2 years from date of LOI/PO or Supply of entire quantity as per PO. Validity of PO may be extended accordingly. Full financial limit or quantity may or may not be consumed and material shall be delivered only after obtaining the release PO or call up letter from HPCL engineer in charge.

9.1 DELIVERY PERIOD: Delivery period is the essence of our tender. Delivery period required by HPCL is as follows:

4 Weeks from date of placement of Blanket release PO (Blanket release POs are separate POs which are linked to the original order number) or call up letter or verbal intimation (in case of system failure)

Delivery period shall be a rejection criteria, however acceptance of bids quoted by the vendors beyond the required delivery period shall be at the discretion of HPCL. Indent will subsequently be released after placement of order as per HPCL requirement.

9.2 RIGHT TO ACCEPT / REJECT THE TENDER

HPCL reserves the right to accept / reject any or all the bids including the lowest bid without assigning any reason whatsoever. The decision of HPCL shall be final and no correspondence will be entertained in this regard. Communication would be sent to all vendors conveying reasons for cancellation of tender

In the case of public tenders, the Bid Evaluation Report shall be available, to all qualified bidders on demand at a

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price to be fixed by the HPCL, provided the bidders themselves have no objection to the details of their financial status being revealed. In any case, the technical evaluation part of the report can be made available to the qualified bidders on demand at a price to be fixed by HPCL. The disqualified bidder in the case of public tenders may demand and be given at a price to be fixed by HPCL, the reasons for disqualifying them.

9.3 The contents of this NIT shall prevail, in case of any contradiction with the clauses mentioned elsewhere. List of Stipulations/Deviations if any to the tender, referring the relevant clause number should be uploaded as a separate attachment or mentioned online in the tender.

Vendors not meeting our delivery period or our technical specifications or not in right format of quoting may lead to rejection. All tender terms and conditions including scope of job, other attachments wherever applicable will remain valid in purchase order also.

9.4 REJECTION CRITERIA

The mandatory conditions, for deviations to any of which the offer may stand rejected are:

- Non-submission of offer made in 2 (two) parts as specified in the tender
- Non-submission of EMD and EMD value as specified in the tender
- Telex / Telegraphic / Fax / E-mail bids shall be rejected
- Revealing prices directly or indirectly in the un-priced bid
- The price bid should not contain any conditions. Any pre-conditions in the priced bid will make the bid liable for rejection
- Non-submission of Integrity Pact on or before tender due date and time.
- Non-submission of bidder declaration.
- Not meeting the technical specifications.
- Non-submission of complete documentation towards Prequalification Criteria.
- Not meeting the Prequalification Criteria based on documentation submitted with the bid.
- Non-acceptance of submission of composite Performance Bank Guarantee as specified in the tender, in the event of placement of Purchase Order.

HPCL decision in this matter is final.

Stages of Tender Opening:

(i) Stage-I – Pre-qualification / Technical Bid Opening:

Unpriced bids of the parties qualified in EMD shall be opened.

Prequalification documents will be checked by HPCL officials during technical evaluation. HPCL's decision on compliance of pre-qualification criteria shall be final. Deviations if any, shall be indicated separately online. Such deviations may lead to loading of prices or rejection of offer, at the sole discretion of HPCL without any reference to the bidder.

(ii) Stage -II – Reverse Auction / Priced Bid Opening:

HPCL may or may not open the Priced Bid of qualified bidders received in online Form. HPCL reserves right to adopt 'reverse auction' process for selection of lowest bid. In case HPCL decides to open priced bid received in online Form, the date and time of opening of the **Priced Bid** will be intimated to the qualified bidders only through e-mail.



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Salient Terms & Conditions of this Tender:-

- I. **NOTES TO VENDORS:** Please refer attached tender document & notes to vendors for details.
- II. **GENERAL PURCHASE CONDITIONS:**
Tender document (notes to vendors) are integral part of this enquiry. For any contracts/Purchase agreements HPCL's General Terms & Conditions [enclosed shall solely apply]. Payment terms are as per HPCL's General Terms & Conditions if specifically not mentioned elsewhere in tender.
- III. **PRICE REDUCTION CLAUSE FOR DELAYED DELIVERY:**
During the execution of order if the vendor fails to deliver any or all the goods within the time period (s) specified in the contract., HPCL may deduct from the contract price, as liquidated damages @ 0.5% per week (of call up value) of delay subject to a max. of 5% of the call up value for delayed delivery. Please refer HPCL's General Terms & Conditions of supply.
- IV. **PERFORMANCE BANK GUARANTEE:**
BG for 3% of basic contract value towards Performance Bank Guarantee shall be accepted. Such PBG shall be valid upto a period of 15 months from PO date including 3 months of claim period. Please see attached BG confirmation document.
- V. **DISPUTE RESOLUTION CLAUSE:**
Refer detailed Dispute Resolution Clause attached in the tender. It should be accepted in totality.
- VI. **RISK PURCHASE CLAUSE:**
Refer detailed Cancellation/Risk purchase clause as per General Terms & Conditions. Please refer HPCL's General Terms & Conditions of supply.