

??Megger

The tools have to be of reputed makes with calibration certificate from NABL and must be recalibrated every year by the selected bidder up to the end of the 5 years O&M Contract.

XII. Minimum Generation Guarantee:

Selected Bidder shall give minimum annual energy generation guarantee of at 85% of the estimated annual generation of 50kW in total.

- a. The selected bidder must provide a log of energy generated on weekly basis to the Engineering department of the respective location. Any utility power outages due to force majeure, fluctuations in electrical grid network or any issue pertaining to the existing electrical infrastructure provided should be highlighted and any loss in generation due to the same must be calculated and submitted to HPCL. The loss in generation due to above mentioned and reported issues will not be attributed to the selected bidder and the minimum annual guaranteed generation will be reduced to that effect.
- b. The expected annual year on year is expected to reduce by 1% due to degradation of the Solar PV modules and therefore the guaranteed generation is expected to reduce correspondingly.
- c. In case of short fall, HPCL would recover an amount to compensate for the less power generated at the rate given Rs 7.00(as in Lucknow presently) during the period of the Annual Maintenance contract
- d. This shortfall of generation would be reviewed on year to year basis and recovery would be made from subsequent maintenance bills of the Bidder. If maintenance bills do not cover for compensation amount, the same would be recovered from performance bank guarantee.

XIII. Document submission at various Stages

1. Documents to be submitted for Technical Evaluation

- a. Datasheets of Solar Modules (Only 2 makes to be selected)
- b. Datasheets of Solar String Inverters (Only 2 makes to be selected)
- c. Proposed SLD
- d. PV SYST report for the site with expected annual generation in kWh.
- e. Documentary evidence for establishing work experience and financial capabilities as per tender requirement
- f. Check list for compliance and Deviation (Format

Documents to be submitted by Selected Bidder for Notice to Commence (NOC) work from HPCL (Submission within 21 days from date of LOI or PO whichever is earlier)
Activity Bar chart

- c. Solar PV Yard Contour map indicating slopes with plan for levelling , storm water drainage etc.
- d. Solar PV Plant Layout Drawing indicating locations AJB's, Inverters, ACDB, LA , Earhpits, Solar LT panels, Water storage facility etc.
- e. Single Line Diagram for Solar PV Power Generating System

- f. Total BoQ
- g. Solar Module Mounting Structure GA drawing
- h. Solar Module Mounting structure foundation drawings with wind speed calculations approved by selected bidders Structural Engineer.
- i. STADD report for Solar Module Mounting structure approved by selected bidders Structural Engineer.
- j. Foundation drawings for other equipments.
- k. String Design and Cable route drawing.
- l. GA drawings for ACDB, Inverter Interaction Panels, Solar LT panel etc.
- m. Lightning Arrestor coverage area drawing
- n. Earthing System drawing
- o. Water storage tank foundation drawing approved by structural engineer.
- p. Solar Module cleaning water pipeline layout drawing.
- q. Any other drawings required by HPCL.

2. Handing Over documents (Within 7 days from Successful Commissioning of the Solar PV Plant)

- a. As built drawings (as per above clause XI. Sr. No 2)- 3 sets (English) and soft copy
 - b. Operation manual - 3 sets (English) & Soft copy in English
 - c. Maintenance manual - 3 sets (English) & Soft copy in English
- An Operation & Maintenance Manual, should be provided with the Solar PV power plant. The following minimum details must be provided in the Manual:
- ??About Solar Photovoltaic Module , String Inverter.
 - ??Clear instructions about mounting and maintaining of Solar PV module and string inverter and other equipment
 - ??DO's and DONT's,
 - ??Clear instructions on regular maintenance and Trouble Shooting of the power plants.
 - ??Name & address of the person or Centre to be contacted in case of failure or complaint.
- d. Approved Layout and Electrical Single Line diagram by CEIG/ Electrical Inspectors office.
 - e. Meter , CT testing fee receipts or any receipts for fee payment done to Government departments by selected bidder.
 - f. DISCOM sanction letter for Net metering of Solar PV Power Plant.
 - g. Net metering Agreement between DISCOM and HPCL.
 - h. Factory Test Certificates and IEC Certificates for Solar Inverters and other OEM items.
 - i. Flash Test report of Individual Solar Modules.
 - j. ACDB, Solar LT Panel factory test certificate
 - k. LA factory test report
 - l. Earth resistance report for individual earthpits.
 - m. Solar PV Plant Installation Report
 - n. Solar PV Plant commissioning report.

XIV. Completion Period

Period of Job Completion shall be 2 months from the date of LOI/PO .

XV. Payment Terms:

Bidders to note that the "PAYMENT TERMS & PERFORMANCE BANK GUARANTEE CLAUSE "given below supersedes the payment terms & Performance Bank Guarantee clause given in General Terms and Conditions of the tender.

Part A: Payment will be released based on the project schedule as under

- a) 15% upon completion of assembly of Solar Module mounting structure.
- b) 20% upon complete trenching, laying of DC & AC Cables & mounting of inverters, Solar L.T Panels, AJB's, IIP's.
- c) 25% of mounting of Solar Modules on the Solar Module mounting structures and all balance work.
- d) 15% on completion of grid synchronization with due permissions from Utility or concerned statutory body.
- e) 20% within 21 days of final commissioning and testing and handover of the Solar PV plant.
- f) Balance 5% on completion(quarterly) of the 2 years contract of maintenance from the date of issuance of LOI/PO.
- g) Payments will be released from respective locations upon submission of documents. Disbursement shall be done from CPC of the respective location.
- h) Price reduction for delayed delivery will be applicable as per GTC of this tender.

Format 6: Technical Specifications for Solar Modules

Name of Location: _____

S. No.	Particulars	Required	Offered
1	PV Module Manufacture name & Country	MNRE Approved	
2	PV Module type	Poly / Multi Crystalline	
3	Product Model No.		
4	No. of PV cells per Module		
5	Solar Module frame material	Anodized Aluminum	
6	PV Cell Make and Country of Origin		
7	Module dimensions		
8	Output Cables	Polarized Weather Proof DC rated multi-contact connector	
9	Junction Box	Weather resistant HDPE (IP65)	
10	Construction Front Back	High transmittance glass. Polyester Ethyl Vinyl Acetate(EVA) encapsulate	
11	Max Temperature rise of solar cells under severe working conditions over Max. Ambient Temp.	44 C \pm 2 C	
12	Maximum Power Voltage - VMP		
13	Peak Power Watts - Wp	Equal to or greater than 325 Wp	
14	Power Tolerance	Positive tolerance only	
15	PID	Free	
16	Peak power voltage (Vmp)		
17	Peak power current (Imp)		
18	Open circuit voltage (Voc)		
19	Short circuit current (Isc)		
20	Weight of each module (Kg)		
21	Fill Factor	Above 75%	
22	Standards/Approvals from International Agencies	IEC 61215/IEC 61730 TUV,UL	
23	Module is suitable to operate at 50° ambient	Yes/No	
24	Cell efficiency	18%	
25	Module efficiency	16%	
26	Temperature cycling range	-40 - 85 C	

27	Maximum System Voltage	1000V	
28	Temp coefficient of Isc		
29	Temp coefficient of Voc		
30	Temp coefficient of power		

mat 7: Technical Specifications for On Grid Solar Inverters

Name of Location: _____

Sr. No	Details	Offered
1	Invertor Make	
2	Model No.	
3	Quantity in Nos	
3	AC Side	
4	Nominal Output AC voltage	
5	Output Frequency and tolerance	
6	Rated AC Capacity in kW	
7	Total Harmonic Distortion	
8	DC Side	
9	No. of MPPT's	
10	No. of DC Inputs	
11	Continuous Rating	
12	Maximum DC voltage Range	
13	MPPT range	
14	THD	
15	Efficiency	
16	Protections	
17	Front Panel Display (LCD) , indications available	

18	Inbuilt DC SPD's provided	
19	ENVIRONMENTAL	
20	Operating Temperature	
21	Range	
22	Humidity	
23	Enclosure (IP Rating)	
24	Parameters	
25	Dimensions	
26	Weight	
27	DATA LOGGING	

TENDER TERMS AND CONDITIONS

- i. This is only a Tender Enquiry and not an order.
- ii. The tender should be submitted thru **E- procurement online mode** only.
- iii. Partially completed / incomplete tenders shall not be considered
- iv. This tender is floated under **Two Bid System**.

v. EVALUATION OF PRICE BIDS

- The "PRICE BIDS" of techno - commercially accepted bidders only shall be considered for opening.
- Bidders shall quote the prices in Indian Rupees only.
- HPCL reserves their right to extend purchase/price preference to NSIC/Public Sector Enterprises as admissible under the existing policies of Government of India as on the date of opening un-priced bids.
- HPCL reserves their right to negotiate the quoted prices with lowest bidder.
- HPCL reserves the right to delete any of the items in the Schedule of quantities at the time of placement of Letter of Intent/Purchase Order. The decision of HPCL shall be final and binding.

- The Contractor shall quote for all the items of the Schedule of quantities. It may be noted that if any item is left unquoted, then such a quotation will be loaded with the highest quoted rate for that particular item for evaluation purpose.
- The bids shall be evaluated on a consolidated basis and will not be split.
- vi. Taxes if any have to be quoted separately in the designated field only. If not quoted it will be considered to be inclusive of all taxes and duties.
- vii. Validity: Quoted prices shall be valid for a period of 90 days from the due date / extended due date of tender submission.
- viii. HPCL shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues. HPCL shall not be responsible for any delays in submitting required documents. Delayed/late receipt of tenders would not be accepted
- ix. Request for extension of tender submission due date, if any, received from bidders within 48 hours of tender submission due date / time, shall not be considered. However, HPCL reserves the right to extend the due date / time.
- x. Tender opening will be done at the time and dates specified in the tender. Bidders are expected to quote their most competitive rates in the Price Bid.
- xi. HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. HPCL reserves right to accept any or more tenders in part. Decision of HPCL in this regard shall be final and binding on the bidder.
- xii. HPCL shall follow Purchase Preference / Price Preference as per prevailing guidelines of Government of India.
- xiii. Bid document is non-transferable.
- xiv. The evaluation of this tender will be on overall L1 basis, the entire job will be awarded to one successful bidder and will not be split.
- xv. EMD for this tender.**

Party has to give EMD of Rs. 70,000/-.

EMD would be refunded to unsuccessful parties after the tendering process is over and EMD to be refunded to successful tenderers only after receipt of Security Deposit/ Bank Guarantee.

EMD will be forfeited if the tenderers/ Bidder-

- i. Modifies/ withdraws the offer during the validity period of 90 days from the due date of tender
- ii. Does not furnish the requisite COMPOSITE PERFORMANCE BANK GUARANTEE (CPBG)/Security Deposited within 15 days of issuance of LOI / Confirmation of award of contract.
- iii. Refuses to carry out the job after acceptance of their tender by the Corporation.

The following categories of tenderers are exempted from EMD:

- i. Public Sector Enterprises
- ii. Vendors registered as Micro/ Small Enterprises (MSEs) or with National Small Scale Industries Corporation (NSIC). For this purpose, in the event of the tendering company being a Public Sector Enterprises, 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 obtained.

xvi. Security Deposit

Successful bidder has to submit Security Deposit i.e. 1% of the PO Value after getting confirmation mail from the Purchase Department of HPCL, then only original PO will be issued, and EMD amount will be released without interest thru e-payment.

ARBITRATION:

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

of a Director, to act as Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such officer of the owner as the Sole Arbitrator on the ground that the said person is an officer and/or shareholder of the owner or that he/she has to deal or dealt with the matter to which the contract relates or that in the course of his/her duties as an officer of the owner, he/she has/had expressed views on all or any of the matters in dispute or difference.

- iii. In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as Arbitrator.
- iv. Such another person nominated as Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority, shall act as an Arbitrator. The failure on the part of the appointing authority to make an appointment on time shall only give rise to a right to a contractor to get such an appointment made and not to have any other person appointed as the sole arbitrator.
- v. The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- vi. The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- vii. The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- viii. The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lump sum fees of Arbitrator shall be Rs. 40,000/- per case for transportation contracts and Rs. 60,000/- for engineering contracts and if the sole arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid Rs. 10,000/- additionally as bonus. Reasonable actual expenses for stenographer etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments of arguments and balance on receipt of award by parties.

- ix. Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- x. The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Mumbai for all purposes. The Arbitration shall be held at Mumbai and conducted in English language.
- xi. The Appointing Authority is the Functional Director of Hindustan Petroleum Corporation Limited.



Commercial Specifications				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Please confirm that you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have not been banned, then mention as YES in Bidders Confirmation column and also this fact must be clearly mentioned here.		-	Allowed
2	A. Acceptance of technical specifications and scope of supply as per tender enquiry. B. In case of deviation, confirm that the same has been highlighted separately.		-	Allowed
3	Firm Prices Confirm quoted prices will remain FIRM and Fixed till complete execution of the order.		-	Allowed
4	Delivery Period Confirm acceptance of delivery period as indicated in the tender documents		-	Allowed
5	Delayed Delivery or Liquidated Damages Confirm your acceptance for delayed delivery clause as per the attached Terms and Conditions.		-	Allowed
6	Payment terms : Confirm quoted prices will remain FIRM and Fixed till complete execution of the order.		-	Allowed
7	Validity Confirm that your offer is valid for 90 Days from due date or extended due date of the tender.		-	Allowed
8	Terms and condition Confirm acceptance of attached instructions to Bidders and Terms and conditions. In case of deviations, confirm that clause wise comments have been indicated.		-	Allowed
9	Are you registered with NSIC or MSME, copy of registration to be attached if applicable NSIC or MSME Registration Certificate is valid up to date		-	Mandatory
10	In case of delay in Delivery due to reasons attributable to Bidder, please confirm that any new or additional taxes and duties imposed after contractual delivery dates shall be to Bidder account.		-	Allowed
11	Confirm acceptance of ARBITRATION clause.		-	Allowed
12	Confirm acceptance of Scope of Job as per Tender document		-	Allowed
13	Confirm type of your firm, whether the vendor is Individual, HUF, Firm, AOP. Kindly attach the supporting documents Copy of your type of firm. Upload Registered PAN		-	Mandatory
14	For Payment purpose Confirm acceptance of e-payments		-	Allowed
15	Declarations	Declaration.pdf	-	No
16	Declarations		-	Mandatory
17	KINDLY NOTE THAT ALL TAXES AND LEVIES TO BE MENTIONED IN TAX SHEET ONLY. NO TAXES WILL BE PAID OTHER THAN THIS. PLZ CONFIRM THAT YOU UNDERSTOOD TAX STRUCTURE.		-	Allowed

(To be on your company's Letter Head)

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

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

DECLARATION ON GST

Payment of GST and filing of GST Returns to enable Hindustan Petroleum Corporation Limited to avail Input Tax Credit (ITC) correctly

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

- (1) We have disclosed all the facts relating to our Firm / Company to M/s Hindustan Petroleum Corporation Limited.
- (2) We hereby declare that we have agreed to pay GST to the respective GST Authorities. In this connection, we hereby agree to furnish to you proof of payment of GST.
- (3) We hereby declare that we will file GST Returns as per GST provisions. In this connection, we hereby agree and undertake to furnish you proof of electronically filed GST Returns.
- (4) We hereby agree as under:-

i. We will be fully responsible for complying with the GST provisions to enable HPCL to take Input Tax Credit. In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)

ii. In case of rejection of ITC by the concerned Tax Authority, for non filing of GST or non-payment of GST amount by us or for any other reasons attributable to us, we hereby agree to indemnify Hindustan Petroleum Corporation Limited in full against all the loss including consequences, liabilities of any kind whatsoever, directly arising from denial of ITC including interest and penalty.

We hereby agree and confirm that –

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

- a) any of our Bank Guarantee executed in your favour, if any,
- b) Retention / Security Deposit paid for any of your work, if any or
- c) Other unpaid invoices, if any raised by us on Hindustan Petroleum Corporation Limited.

Place :

Signature

Name :

Date :

Designation :
Seal.

(To be on your company's Letter Head)
(to be submitted along with unpriced bid)
DECLARATION NON BLACKLISTED / NON BANNED PARTY

Chief Plant Manager
Unnao LPG Bottling Plant,
Hindustan Petroleum Corporation Ltd.
Unnao

Date:

Ref.: Tender No.:

Dear Sir,

We, _____, hereby declare/ clarify that we have not been banned/put on holiday or delisted by any Government or quasi Government agencies or Public Sector Undertakings.

Yours truly,

(Bidder's sign & stamp)

Name of Signatory: _____

Position in company: _____

Mobile Number(s): _____

Telephone Number (O): _____

Telephone Number (R): _____

Declaration of Tax
(ON LETTER HEAD)

(To be given by Individual/HUF/Firm/AOP)

This is to declare that, for the items covered by Tender No.

1. We declare that our legal Identity is a Sole Proprietorship'/HUF'/'Partnership'/'Association of Persons'.
2. The service tax liability will be discharged by us as CGST @ ____%, SGST @ ____%, IGST @ ____ % respectively.

SIGN & SEAL OF THE TENDER SIGNING

(To be on your company's Letter Head)
Declaration – MSME

TO BE FILLED BY ALL BIDDERS II		
1	NAME OF BIDDER	
2	WHETHER REGISTERED WITH MSME : YES/NO, IF YES PLEASE FILL THE FOLLOWING	
2.1	WHETHER COPY OF MSME CERTIFICATE ENCLOSED/UPLOADED : YES/NO	
2.2	MSME REGISTRATION CERTIFICATE IS VALID UPTO	
2.3	MONETARY LIMIT OF MSME REGISTRATION CERTIFICATE	
3	WHETHER ITEM QUOTED IS COVERED IN MSME REGISTRATION CERTIFICATE IF YES. PLEASE MENTION THE ITEM NAME IN MSME CERTIFICATE UNDER WHICH TENDERED ITEM IS COVERED	
4	WHETHER YOU HAVE SUCCEEDED IN SECURING ORDERS FOR SAME ITEMS (ITEM QUOTED), IN COMPETITION (I.E. WITHOUT PRICE PREFERENCE) WITH LARGE SCALE UNITS DURING THE PRECEEDING 12 MONTHS FROM THE DATE OF THIS TENDER (SAY : YES OR NO)	
5	WHETHER FIRM IS OWNED BY SC/ST ENTERPRENEURS (SAY YES OR NO) IF YES, PLEASE UPLOAD SC/ST CERTIFICATE	

SEAL, SIGNATURE & NAME OF THE TENDERER

Note to Bidder:

1. It is mandatory for all the bidders to provide above data, in case bidder is non MSME, please mention "N.A".
2. If no information given by bidder, it will be presumed that you are non MSME and later on any MSME preferences will not be entertained.

(To be on your company's Letter Head)
(to be submitted along with unpriced bid)

DECLARATION FOR PAN DETAILS

Chief Plant Manager
Unnao LPG Bottling Plant,
Hindustan Petroleum Corporation Ltd.
Unnao

Date :

Dear Sir,
We, _____, hereby declare / clarify that "PAN No of firm is _____
_____ falling under jurisdiction of _____. It is here by
Declared that the said PAN is correctly stated as per sec.139A (5)".

Yours truly,

(Bidder's sign & stamp)

Name of Signatory: _____

Position in Company: _____

Mobile Number(s): _____

(To be on your company's Letter Head)

DECLARATION OF UNDERSTANDING OF TENDER TERMS

I/ we confirm having read & understood the details, specifications, bill of quantities, instructions to the tenderers, applicable tax and conditions of contract annexed there to (herein after called the contract documents) relating to above proposed work.

I/We confirm that our offer has been prepared after thorough study of General Terms and Conditions, Tender terms & conditions etc., and I/We hereby accord our unqualified consent and agreement to the said Conditions.

I / We confirm that the offers have been provided for all the items/categories of service/job requirement.

Name and Signature of the Tenderer