

Tender No. : 21000008-HB-12105



Tender Published On : 08-Jun-2021 16:07

Hindustan Petroleum Corporation Limited
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	50Kw solar panel Installation	
Description	SUPPLY INSTALLATION AND COMMISSIONING OF 50 KW SOLAR PLANT AT ROOFTOP OF NORTH CENTRAL LPG BUILDING, NEHRU ENCLAVE, LUCKNOW.	
Tender Type	Limited	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	01-Jul-2021 10:00	
Reverse Auction Applicable	No	
Pre Bid Conference Start Date & Time		
Pre Bid Conference End Date & Time		
Queries Start Date & Time	08-Jun-2021 15:00	
Queries End Date & Time	30-Jun-2021 15:00	
Un Priced Bid Open Date & Time	01-Jul-2021 11:00	
Purchase Deptt.	PURCHASE DEPT- NORTH CENTRAL LPG ZONE	
TF/EMD Drop Box Address	UNNAO LPG PLANT Plot B8 14, Road No-13, Site 2, UPSIDC INDUSTRIAL AREA UNNAO-209801	
Tender Description	This tender is being published for 50 KW solar Panel installation at rooftop of North Central LPG Building, Nehru Enclave , Lucknow.	
Notice Inviting Tender		
Currency Type	Tender Fee	EMD
INR	0	70000

Delivery Terms - Free to Destination location unless specified otherwise. Validity of offer - 90 days from the initial or extended Due Date for submission of Tender whichever is later unless specified otherwise. Liquidated Damages/Price Reduction clause accepted unless specified otherwise.

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

In case a Revised priced bid is initiated for this tender, at a later date (eg Technical evaluation stage etc), it shall be incumbent upon the bidder to submit revised bids for the specified items/entire tender. In the absence of revised bids 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.



Line Details Of Tender

Srl. No.	Line Description	Ship To Location	UOM	Quantity	HSN Code	Location GSTIN	Mandatory
SOLAR PANEL 50KW INSTALLATION				Mandatory: Yes			
1	SOLAR POWER PLANT	12120-North Central LPG Zone	Lump Sum	1	998717	09AAACH1118B1ZA	Yes
DESCRIPTION => DESIGN, SUPPLY, INSTALLATION TESTING AND COMMISSIONING OF OFF GRID SOLAR POWER SYSTEM WITH 4 HOURS BACK UP.							
2	SOLAR POWER PLANT	12120-North Central LPG Zone	Lump Sum	1	998717	09AAACH1118B1ZA	Yes
DESCRIPTION => DESIGN, SUPPLY, INSTALLATION TESTING AND COMMISSIONING OF OFF GRID SOLAR POWER SYSTEM WITH 4 HOURS BACK UP.							
3	SOLAR POWER PLANT	12120-North Central LPG Zone	Lump Sum	2	998717	09AAACH1118B1ZA	Yes
DESCRIPTION => DESIGN, SUPPLY, INSTALLATION TESTING AND COMMISSIONING OF OFF GRID SOLAR POWER SYSTEM WITH 4 HOURS BACK UP.							
4	SOLAR POWER PLANT	12120-North Central LPG Zone	Lump Sum	1	998717	09AAACH1118B1ZA	Yes
DESCRIPTION => DESIGN, SUPPLY, INSTALLATION TESTING AND COMMISSIONING OF OFF GRID SOLAR POWER SYSTEM WITH 4 HOURS BACK UP.							
5	Data Logger with Wifi Arrangmn	12120-North Central LPG Zone	Each	1		09AAACH1118B1ZA	Yes
DESCRIPTION => WIFI CONTROLLER AS PER TECHNICAL SPECIFICATION ATTACHED.							

**Technical Specifications**

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	GTC	GENERAL TERMS AND CONDITIONS.pdf	-	No
2	Tips for successful Bid Submission	TIPS FOR BID SUBMISSION.pdf	-	No
3	SAFETY GUIDELINES	SAFETY GUIDELINES.pdf	-	No
4	UPERC RSPV Regulations 2019	UPERC RSPV Regulations 2019.pdf	-	No
5	Uttar Pradesh Solar Energy Policy 2017	Uttar Pradesh Solar Energy Policy 2017.pdf	-	No
6	Tender Documents	Tender Documents.pdf	-	No

**ANNEXURE – 7a
(SPECIMEN)****7a. GENERAL TERMS & CONDITIONS OF WORKS CONTRACT****1 PRELIMINARY**

- 1.1 This is a Contract for execution of job as defined in tender document at the specified location
- 1.2 The tenderer for the abovementioned item of work is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned (digitally) is authorized to submit the bid on behalf of tenderer.
- 1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the work mentioned under item 1.1 above.
- 1.4 It is the clear understanding between Hindustan Petroleum Corporation Limited and the tenderer that in case the bid of tenderer is accepted by Hindustan Petroleum Corporation Limited and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.
- 1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Works shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.
- 1.6 Special conditions of Contract : The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/ Engineer-in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable.

It is the clear understanding that wherever it is mentioned that the Contractor shall do/performance a work and/or provide facilities for the performance of the work, the doing or the performance or the providing of the facilities is at the cost and expenses of the Contractor not liable to be paid or reimbursed by the Owner.

- ® 1.7 The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence (Refer Annexure 22 – Govt. Guideline Sr. No. 12)

1. Contract Agreement
2. Detailed Letter of Acceptance along with its enclosures
3. Letter of Award / Fax of Acceptance
4. Job Specifications (specific to particular job only)
5. Drawings
6. Special Conditions of Contract
7. Technical Specifications
8. Instructions to Bidders
9. General Conditions of Contract
10. Other Documents

Any amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its annexures

2. DEFINITIONS

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

- 2.1 The term "Agreement" wherever appearing in this document shall be read as "Contract".
- 2.2 The "Authority" for the purpose of this Contract shall be the **Chairman and Managing Director** or any other person so appointed or authorised.
- 2.3 The "**Chairman and Managing Director**" shall mean the Chairman and Managing Director of HINDUSTAN PETROLEUM CORPORATION LIMITED or any person so appointed, nominated or designated and holding the office of Chairman & Managing Director.
- 2.4 The "**Change Order**" means an order given in writing by the Engineer-in-Charge or by Owner to effect additions to or deletion from or alterations into the Work.
- 2.5 The "**Construction Equipment**" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work except those intended to form part of the Permanent Work.
- 2.6 The "**Contract**" between the Owner and the Contractor shall mean and include all documents like enquiry, tender submitted by the contractor and the procurement order issued by the owner and other documents connected with the issue of the procurement order and orders, instruction, drawings, change orders, directions issued by the Owner/Engineer-in-Charge/Site-in-Charge for the execution, completion and commissioning of the works and the period of contract mentioned in the Contract including such periods of time extensions as may be granted by the owner at the request of the contractor and such period of time for which the work is continued by the contractor for purposes of completion of the work.
- 2.7 "**The Contractor**" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal heirs, representative, successor(s) and permitted assignees.

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- 2.8 The "**Drawings**" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge.
- 2.9 The "**Engineer-in-Charge or Site-in-Charge**" shall mean the person appointed or designated as such by the Owner and shall include those who are expressly authorised by the owner to act for and on its behalf.
- 2.10 "**The Owner**" means the **HINDUSTAN PETROLEUM CORPORATION LIMITED** incorporated in India having its Registered office at **PETROLEUM HOUSE, 17, JAMSHEDJI TATA ROAD, BOMBAY - 400020** and Marketing office at the address mentioned for this purpose in the tender header or their successors or assignees.
- 2.11 The "**Permanent Work**" means and includes works which form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.
- 2.12 The "**Project Manager**" shall mean the Project Manager of **HINDUSTAN PETROLEUM CORPORATION LIMITED**, or any person so appointed, nominated or designated.
- 2.13 The "**Site**" means the land on which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.
- 2.14 The "**Specifications**" shall mean the various technical and other specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda or relevant Indian Standard Specifications and Bureau Of Indian Standards.
- 2.15 The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of the Owner/Engineer-in-Charge/Site-in-Charge and their legal heirs, representatives, successors and permitted assignees of such person, firm or Company.
- 2.16 The "Temporary Work" means and includes all such works which are a part of the contract for execution of the permanent work but does not form part of the permanent work conforming to practices, procedures applicable rules and regulations relevant in that behalf.
- 2.17 The "Tender" means the document submitted by a person or authority for carrying out the work and the Tenderer means a person or authority who submits the tender offering to carry out the work as per the terms and conditions.
- 2.18 The "Work" shall mean the works to be executed in accordance with the Contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as maybe required for the purposes of completion of the work contemplated under the Contract.

3. SUBMISSION OF TENDER

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

and with whom the Contract is entered into shall not be eligible and be able to make any claim on any of the said counts in what so ever manner for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitrable.

A pre-bid meeting may be held as per the schedule mentioned in the tender.

- 3.2 The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract.
- 3.3 It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no work will be considered as extra work and allowed and paid for unless they are clearly outside the scope, spirit, meaning of the Contract and intent of the Owner and have been so ordered in writing by Owner and/or Engineer-in-Charge/Site-in-Charge, whose decision shall be final and binding.
- 3.4 Before filling the Tender the Contractor will check and satisfy all drawings and materials to be procured and the schedule of quantities by obtaining clarification from the Owner on all the items as may be desired by the Tenderer. No claim for any alleged loss or compensation will be entertained on this account, after submission of Tender by the Tenderer/Contractor and such a claim shall not be arbitrable.
- 3.5 Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in prices of materials or cost of labour or due to any other reasons. Claims on account of escalation shall not be arbitrable.
- 3.6 The quantities indicated in the Tender are approximate. The approved schedule of rates of the contract will be applicable for variations upto plus or minus 25% of the contract value. No revision of schedule of rates will be permitted for such variations in the contract value, including variations of individual quantities, addition of new items, alterations, additions/deletions or substitutions of items, as mentioned above. Quantities etc. mentioned and accepted in the joint measurement sheets shall alone be final and binding on the parties.
- 3.7 Owner reserve their right to award the contract to any tenderer and their decision in this regard shall be final. They also reserve their right to reject any or all tenders received. No disputes could be raised by any tenderer(s) whose tender has been rejected.
- 3.8 The Rates quoted by the Tenderer shall include Costs and expenses on all counts viz. cost of materials, transportation of machine(s), tools, equipments, labour, power, Administration charges, price escalations, profits, etc. except to the extent of the cost of material(s), if any, agreed to be supplied by Owner and mentioned specifically in that regard in condition of Contract, in which case, the cost of such material if taken for preparation of the Contractor's Bill(s) shall be deducted before making payment of the Bill(s) of the Contractor. The description given in the schedule of quantities shall unless otherwise stated be held to include wastage on materials, carriage and cartage, carrying in and return of empties, hoisting,

setting, fitting and fixing in position and all other expenses necessary in and for the full and complete execution and completion of works and in accordance with good practice and recognised principles in that regard.

3.9 Employees of the State and Central Govt. and employees of the Public Sector Undertakings, including retired employees are covered under their respective service conditions/rules in regard to their submitting the tender. All such persons should ensure compliance to the respective/applicable conditions, rules etc. Any person not complying with those rules etc. but submitting the tender in violation of such rules, after being so noticed shall be liable for the forfeiture of the Earnest Money Deposit made with the tender, termination of Contract and sufferance on account of forfeiture of Security Deposit and sufferance of damages arising as a result of termination of Contract.

3.10 In consideration for having a chance to be considered for entering into a contract with the Owner, the Tenderer agrees that the Tender submitted by him shall remain valid for the period prescribed in the tender conditions, from the date of opening of the tender. The Tenderer shall not be entitled during the said validity period, to revoke or cancel the tender without the consent in writing from the Owner.

In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender.

3.11 The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. The Tenderers shall particularly take note of this factor before submitting their tender(s).

3.12 The works shall be carried out strictly as per approved specifications. Deviations, if any, shall have to be authorised by the Engineer-in-Charge/Site-in-Charge in writing prior to implementing deviations. The price benefit, if any, arising out of the accepted deviation shall be passed on to the Owner. The decision of Engineer-in-Charge shall be final in this matter.

3.13 The contractor shall make all arrangements at his own cost to transport the required materials outside and inside the working places and leaving the premises in a neat and tidy condition after completion of the job to the satisfaction of Owner. All materials except those agreed to be supplied by the Owner shall be supplied by the contractor at his own cost and the rates quoted by the Contractor should be inclusive of all royalties, rents, taxes, duties, statutory levies, if any, etc.

3.14 The Contractor shall not carry on any work other than the work under this Contract within the Owner's premises without prior permission in writing from the Engineer-in-Charge/Site-in-charge.

3.15 The Contractor shall be bound to follow and ensure compliance to all the safety and security regulations and other statutory rules applicable to the area. In the event of any damage or loss or sufferance caused due to non-observance of such rules and regulations, the contractor shall be solely responsible for the same and shall keep the Owner indemnified against all such losses and claims arising from the same.

- 3.16 At any time after acceptance of tender, the Owner reserves the right to add, amend or delete any work item, the bill of quantities at a later date or reduce the scope of work in the overall interest of the work by prior discussion and intimation to the Contractor. The decision of Owner, with reasons recorded therefor, shall be final and binding on both the Owner and the Contractor. The Contractor shall not have right to claim compensation or damage etc. in that regard. The Owner reserves the right to split the work under this contract between two or more contractors without assigning any reasons.
- 3.17 Contractor shall not be entitled to sublet, sub contract or assign, the work under this Contract without the prior consent of the Owner obtained in writing.
- 3.18 All signatures in tender document shall be dated as well as all the pages of all sections of the tender documents shall be initialed at the lower position and signed, wherever required in the tender papers by the Tenderer or by a person holding Power of Attorney authorising him to sign on behalf of the tenderer before submission of tender.
- 3.19 The tender should be quoted in English, both in figures as well as in words. The rates and amounts tendered by the Tenderer in the Schedule of rates for each item and in such a way that insertion is not possible. The total tendered amount should also be indicated both in figures and words with the signature of tenderer.

If some discrepancies are found between the rates given in words and figures of the amount shown in the tender, the following procedure shall be applied :

- (a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
 - (b) When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
 - (c) When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.
- 3.20 All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No erasures or over writings are permissible.
- 3.21 Transfer of tender document by one intending tenderer to the another one is not permissible. The tenderer on whose name the tender has been sent only can quote.
- 3.22 The Tender submitted by a tenderer if found to be incomplete in any or all manner is liable to be rejected. The decision of the Owner in this regard is final and binding.

4. DEPOSITS

a) EARNEST MONEY DEPOSIT (EMD)

The tenderer will be required to pay a sum as specified in the covering letter, as earnest money deposit along with the tender either thru a crossed demand draft or a non-revokable Bank Guarantee in favour of Hindustan Petroleum Corporation Limited, from any Scheduled Bank (other than a Co-Operative Bank) payable at Mumbai in favour of Hindustan Petroleum Corporation Limited, Mumbai in the proforma enclosed

® **or through e-payment.** The earnest money deposit will be refunded after finalisation of the contract.

Note: Public sector enterprises and small scale units registered with National Small Scale Industries are exempted from payment of Earnest Money Deposit. Small scale units registered with National Small Scale Industries should enclose a photocopy of their registration certificate with their quotation to make their quotation eligible for consideration. The Registration Certificate should remain valid during the period of the contract that may be entered into with such successful bidder. Such tenderers should ensure validity of the Registration Certificate for the purpose.

b) **SECURITY DEPOSIT:**

The tenderer, with whom the contract is decided to be entered into and intimation is so given will have to make a security deposit of one percent (1%) of the total contract value in the form of account payee crossed demand draft drawn in favour of the Owner, within 15 days from the date of intimation of acceptance of their tender, failing which the Owner reserves the right to cancel the Contract and forfeit the EMD.

1% of PO/Contract value as Security deposit will be acceptable in the form of Demand draft **or through e-payment** upto ₹ 50,000/- and in the form of Demand draft / Bank guarantee **or through e-payment** beyond ₹ 50,000/-.

Composite Performance Bank Guarantee (CPBG) valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks, other than co-operative bank.

Quantum of Performance Bank Guarantee inclusive of Security Deposit should be as follows:

- All items (other than CVR items) : 10% of PO value
- For CVR items: ₹ 10.0 lakhs or 5% of the order value whichever is lower. Composite PBG of above value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money of 10% from each bill); Such composite PBG shall be valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).

5. EXECUTION OF WORK

All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory details, drawings, specifications and instructions as may be furnished from time to time to the Contractor by the Engineer-in-Charge/ Site-in-Charge, whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most proper and workman-like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the Engineer-in-Charge/Site-in-Charge.

The completion of work may entail working in monsoon also. The contractor must maintain the necessary work force as may be required during monsoon and plan to execute the job in such a way the entire project is completed within the contracted time schedule. No extra charges shall be payable for such work during monsoon. It shall be the responsibility of the contractor to keep the construction work site free from water during and off the monsoon period at his own cost and expenses.

For working on Sundays/Holidays, the contractor shall obtain the necessary permission from Engineer Incharge/Site Incharge in advance. The contractor shall be permitted to work beyond the normal hours with prior approval of Engineer-In-Charge/Site-In-Charge and the contractors quoted rate is inclusive of all such extended hours of working and no extra amount shall be payable by the owner on this account.

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5.a. SETTING OUT OF WORKS AND SITE INSTRUCTIONS

- 5.a.1. The Engineer-in-Charge/Site-in-Charge shall furnish the Contractor with only the four corners of the work site and a level bench mark and the Contractor shall set out the works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.
- 5.a.2. The Contractor shall provide, fix and be responsible for the maintenance of all necessary stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for consequences of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge/Site-in-Charge. The approval thereof or joining in setting out the work shall not relieve the Contractor of his responsibility.
- 5.a.3. Before beginning the works, the Contractor shall, at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge/Site-in-Charge. The Centre longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge/Site-in-Charge in writing. But such approval shall not relieve the contractor of any of his responsibilities. The Contractor shall also provide all labour, materials and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.
- 5.a.4. Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor.
- 5.a.5. On completion of works, the contractor shall submit the geodetic documents according to which the work was carried out.
- 5.a.6. The Engineer-in-Charge/Site-in-Charge shall communicate or confirm his instructions to the contractor in respect of the executions of work in a "work site order book" maintained in the office having duplicate sheet and the authorised representative of the contractor shall confirm receipt of such instructions by signing the relevant entries in the book.
- 5.a.7. All instructions issued by the Engineer-in-Charge/Site-in-Charge shall be in writing. The Contractor shall be liable to carry out the instructions without fail.
- 5.a.8. If the Contractor after receipt of written instruction from the Engineer-in-Charge/Site-in-Charge requiring compliance within seven days fails to comply with such drawings or 'instructions' or both as the Engineer-in-Charge/Site-in-Charge may issue, owner may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect to such drawings or 'instructions' and all cost and expenses incurred in connection therewith as certified by the Engineer-in-Charge/ Site-in-Charge shall be borne by the contractor or may be deducted from amounts due or that may become due to the contractor under the contract or may be recovered as a debt.

- 5.a.9. The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the Contractor, at his own cost.
- 5.a.10. In case any doubts arise in the mind of the Contractor in regard to any expressions, interpretations, statements, calculations of quantities, supply of material rates, etc. the contractor shall refer the same to the Site-in-Charge/ Engineer-in-Charge for his clarification, instructions, guidance or clearing of doubts. The decision of the Engineer-in-Charge/Site-in-Charge shall be final and the contractor shall be bound by such a decision.
- 5.a.11. "The Contractor shall take adequate precautions, to ensure that his operations do not create nuisance or misuse of the work space that shall cause unnecessary disturbance or inconvenience to others at the work site".
- 5.a.12. "All fossils, coins articles of value of antiquity and structure or other remains of geological or archaeological discovered on the site of works shall be declared to be the property of the Owner and Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or thing and shall immediately inform the Owner/ Engineer-in-Charge/Site-in-Charge."
- 5.a.13. "Contractor will be entirely and exclusively responsible to provide and maintain at his expenses all lights, guards, fencing, etc. when and where even necessary or/as required by the Engineer-in-Charge/Site-in-Charge for the protection of works or safety and convenience to all the members employed at the site or general public."

5.b. COMMENCEMENT OF WORK

The contractor shall after paying the requisite security deposit, commence work within 15 days from the date of receipt of the intimation of intent from the Owner informing that the contract is being awarded. The date of intimation shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Penalty, if any, for the delay in execution shall be calculated accordingly.

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

A Letter of Intent is an acceptance of offer by the Owner and it need not be accepted by the contractor. But the contractor should acknowledge a receipt of the purchase order within 15 days of mailing of Purchase Order and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused by such breach will be recovered by the Owner by forfeiting earnest money deposit/bid bond.

5.c. SUBLETTING OF WORK

- 5.c.1. No part of the contract nor any share or interest thereof shall in any manner or degree be transferred, assigned or sublet, by the Contractor, directly or indirectly to any firm or corporation whatsoever, without the prior consent in writing of the Owner.

- 5.c.2. At the commencement of every month the Contractor shall furnish to the Engineer-in-charge/Site-in-Charge list of all sub-contractors or other persons or firms engaged by the Contractor.
- 5.c.3 The contract agreement will specify major items of supply or services for which the Contractor proposes to engage sub-Contractor/sub-Vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the Engineer-in-charge/Designated officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-charge/Designated officer-in-charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.
- 5.c.4. Notwithstanding any sub-letting with such approval as resaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contract, the Contractor shall be and shall remain solely to be responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such subletting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.
- 5.c.5 Prior approval in writing of the Owner shall be obtained before any change is made in the constitution of the contractor/Contracting agency otherwise contract shall be deemed to have been allotted in contravention of clause entitled "sub-letting of works" and the same action may be taken and the same consequence shall ensue as provided in the clause of "sub-letting of works".

5.d EXTENSION OF TIME

- 1) **If the Contractor anticipates that he will not be able to complete the work within the contractual delivery/ completion date (CDD), then the Contractor shall make a request for grant of time extension clearly specifying the reasons for which he seeks extension of time and demonstrating as to how these reasons were beyond the control of the contractor or attributable to the Owner. This request should be made well before the expiry of the Contractual Delivery/ Completion Date (CDD).**
- 2) **If such a request for extension is received with a Bank Guarantee for the full Price Reduction amount calculated on the Total Contract Value, the concerned CGM of the Owner shall grant a Provisional extension of time, pending a decision on the request.**
- 3) **The concerned CGM of the Owner shall expeditiously decide upon the request for time extension and decide the levy of price reduction within a maximum period of 6 months from the CDD or date of receipt of the request, whichever is earlier.**
- 4) **Grant of any extension of time shall be by means of issuance of a Change Order.**
- 5) **In order to avoid any cash crunch to the Contractor, a Bank Guarantee could be accepted against Price Reduction, as stated above. Once a decision is taken, the Price Reduction shall be recovered from any pending bills or by encashment of the BG. Any balance sum of Contractor or the BG (if Price Reduction is fully recovered from the bills) shall be promptly refunded/returned to the Contractor.**

5.e. SUSPENSION OF WORKS

- 5.e.1. Subject to the provisions of this contract, the contractor shall if ordered in writing by the Engineer- in-Charge/Site-in-Charge for reasons recorded suspend the works or any part thereof for such period and such time so ordered and shall not, after receiving such, proceed with the work therein ordered to suspended until he shall have received a written order to re-start. The Contractor shall be entitled to claim extension of time for that period of time the work was ordered to be suspended. Neither the Owner nor the Contractor shall be entitled to claim compensation or damages on account of such an extension of time.
- 5.e.2. In case of suspension of entire work, ordered in writing by Engineer-in-Charge/Site-in-Charge, for a period of 30 days, the Owner shall have the option to terminate the Contract as provided under the clause for termination. The Contractor shall not be at liberty to remove from the site of the works any plant or materials belonging to him and the Employer shall have lien upon all such plant and materials.
- 5.e.3. The contractor shall, in case of suspension have the right to raise a dispute and have the same arbitrated but however, shall not have the right to have the work stopped from further progress and completion either by the owner or through other contractor appointed by the owner.

5.f. OWNER MAY DO PART OF WORK

Notwithstanding anything contained elsewhere in this contract, the owner upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, may instead of Contractor and undertaking charge of entire work, place additional labour force, tools, equipment and materials on such parts of the work, as the Owner may decide or engage another Contractor to carry out the balance of work. In such cases, the Owner shall have the right to deduct from the amounts payable to the Contractor the difference in cost of such work and materials with ten percent overhead added to cover all departmental charges. Should the total amount thereof exceed the amount due to the contractor, the Contractor shall pay the difference to the Owner within 15 days of making demand for payment failing which the Contractor shall be liable to pay interest at 24% p.a. on such amounts till the date of payment.

5.g. INSPECTION OF WORKS

- 5.g.1. The Engineer-in-Charge/Site-in-Charge and Officers from Central or State Government will have full power and authority to inspect the works at any time wherever in progress, either on the site or at the Contractor's premises/workshops of any person, firm or corporation where work in connection with the contract may be in hand or where the materials are being or are to be supplied, and the Contractor shall afford or procure for the Engineer-in-Charge/Site-in-Charge every facility and assistance to carry out such inspection. The Contractor shall, at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge/Site-in-Charge or his representative to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not

less than seven days notice in writing to the Engineer-in-Charge/Site-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above, the same shall be uncovered at Contractor's expense for carrying out such measurement and/or inspection.

5.g.2. No material shall be removed and despatched by the Contractor from the site without the prior approval in writing of the Engineer-in-charge. The contractor is to provide at all times during the progress of the work and the maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adapt as directed for inspection or measurements of the works by the Engineer-in-Charge/Site-in-Charge.

5.h. SAMPLES

5.h.1. The contractor shall furnish to the Engineer-in-charge/Site-in-Charge for approval when requested or required adequate samples of all materials and finishes to be used in the work.

5.h.2. Samples shall be furnished by the Contractor sufficiently in advance and before commencement of the work so as the Owner can carry out tests and examinations thereof and approve or reject the samples for use in the works. All material samples furnished and finally used/applied in actual work shall fully be of the same quality of the approved samples.

5.i. TESTS FOR QUALITY OF WORK

5.i.1. All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge / Site-in- Charge and shall be subjected from time to time to such tests at Contractor's cost as the Engineer-in-Charge/Site-in-Charge may direct at the place of manufacture or fabrication or on the site or at all or any such places. The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge/Site-in-Charge.

5.i.2. All the tests that will be necessary in connection with the execution of the work as decided by the Engineer-in- charge/Site-in-Charge shall be carried out at the contractors cost and expenses.

5.i.3. If any tests are required to be carried out in connection with the work or materials or workmanship to be supplied by the owner, such tests shall be carried out by the Contractor as per instructions of Engineer-in-Charge/Site-in-Charge and expenses for such tests, if any, incurred by the contractor shall be reimbursed by the Owner. The contractor should file his claim with the owner within 15 (fifteen) days of inspection/test and any claim made beyond that period shall lapse and be not payable.

5.j. ALTERATIONS AND ADDITIONS TO SPECIFICATIONS, DESIGNS AND WORKS

5.j.1. The Engineer-in-Charge/Site-in-Charge shall have powers to make any alterations, additions and/or substitutions to the schedule of quantities, the original

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

- 5.j.2. If the rates for the additional, altered or substituted work are specified in the contract for similar class of work, the Contractor is bound to carryout the additional, altered or substituted work at the same rates as are specified in the contract.
- 5.j.3. If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work. In the opinion of the Engineer-in- Charge/Site-in-Charge as to whether or not the rates can be reasonably so derived from the items in this contract, will be final and binding on the Contractor.
- 5.j.4. If the rates for the altered, additional or substituted work cannot be determined in the manner specified above, then the Contractor shall, within seven days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge/ Site-in-Charge of the rate at which he intends to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-In-Charge/ Site-in-Charge shall determine the rates on the basis of the prevailing market rates for both material and labour plus 10% to cover overhead and profit of labour rates and pay the Contractor accordingly. The opinion of the Engineer-in-Charge/Site-in-Charge as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.
- 5.j.5. In case of any item of work for which there is no specification supplied by the Owner and is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge/ Site-in-Charge.

5.k. PROVISIONAL ACCEPTANCE

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

5.l. COMPLETION OF WORK AND COMPLETION CERTIFICATE

As soon as the work is completed in all respects, the contractor shall give notice of such completion to the site in charge or the Owner and within thirty days of receipt of such notice the site in charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating:

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

5.m. USE OF MATERIALS AND RETURN OF SURPLUS MATERIALS

5.m.1. Notwithstanding anything contained to the contrary in any or all of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or procurement made under orders or permits or licences issued by Government, the contractor shall use the said materials economically and solely for the purpose of the contract and shall not dispose them of without the permission of the Owner.

5.m.2. All surplus(serviceable) or unserviceable materials that may be left over after the completion of the contract or at its termination for any reason whatsoever, the Contractor shall deliver the said product to the Owner without any demur. The price to be paid to the Contractor, if not already paid either in full or in part, however, shall not exceed the amount mentioned in the Schedule of Rates for such material and in cases where such rates are not so mentioned, shall not exceed the CPWD scheduled rates. In the event of breach of the aforesaid condition the contractor shall become liable for contravention of the terms of the Contract.

5.m.3. The surplus (serviceable) and unserviceable products shall be determined by joint measurement. In case where joint measurement has failed to take place, the Owner may measure the same and determine the quantity.

5.m.4. It is made clear that the Owner shall not be liable to take stock and keep possession and pay for the surplus and unserviceable stocks and the Owner may direct the Contractor to take back such material brought by the Contractor and becoming surplus and which the Owner may decide to keep and not to pay for the same.

5.n. DEFECT LIABILITY PERIOD

The contractor shall guarantee the work executed for a period of 12 months from the date of completion of the job. Any damage or defect that may arise or lie undiscovered at the time of completion of the job shall be rectified or replaced by the contractor at his own cost. The decision of the Engineer In-charge/Site-Incharge/Owner shall be the final in deciding whether the defect has to be rectified or replaced.

Equipment or spare parts replaced under warranty/guarantees shall have further warranty for a mutually agreed period from the date of acceptance.

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

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

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

- ® **Equipment or spare parts replaced under warranty/guarantees shall have further warranty for 12 months from the date of acceptance. However, in no case will the warranty exceed 24 months from the date of start of the original warranty. (Refer Annexure 22 – Govt. Guideline Sr. No. 14)**

5.o. DAMAGE TO PROPERTY

5.o.1. Contractor shall be responsible for making good to the satisfaction of the Owner any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured by the Owner or of other agencies within the premises of the work of the Owner, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or sub-contractors.

5.o.2. The Contractors shall indemnify and keep the Owner harmless of all claims for damage to Owner's property arising under or by reason of this contract.

® **5.p. LIMITATION OF LIABILITY**

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production. (Refer Annexure 22 – Govt. Guideline Sr. No. 13)

6. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

6.a. EMPLOYMENT LIABILITY TOWARDS WORKERS EMPLOYED BY THE CONTRACTOR

6.a.1 The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the contractor shall be on Contractor's payroll and paid by Contractor. All disputes or differences between the Contractor and his/their employees shall be settled by Contractor.

6.a.2. Owner has absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify Owner against any loss or damage or liability arising out of or in the course of his/their employing persons or relation with his/their employees. The Contractor shall make regular and full payment of wages and on any complaint by any employee of the Contractor or his sub contractor regarding non-payment of wages, salaries or other dues, Owner reserves the right to make payments directly to such employees or sub-contractor of the Contractor and recover the amount in full from the bills of the

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Contractor and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area of work site with regard to payment of wages to his employees and also to employees of his sub contractor.

- 6.a.3. The Contractor shall advise in writing or in such appropriate way to all of his employees and employees of sub-contractors and any other person engaged by him that their appointment/employment is not by the Owner but by the Contractor and that their present appointment is only in connection with the construction contract with Owner and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with the Owner either temporarily or/and permanent basis.

6.b. NOTICE TO LOCAL BODIES

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

6.c. FIRST AID AND INDUSTRIAL INJURIES

- 6.c.1 Contractor shall maintain first aid facility for his employees and those of his sub-contractors.
- 6.c.2. Contractor shall make arrangements for ambulance service and for the treatment of all types of injuries. Names and telephone numbers of those providing such services shall be furnished to Owner prior to start of construction and their name board shall be prominently displayed in Contractor's field office.
- 6.c.3. All industrial injuries shall be reported promptly to owner and a copy of contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

6.d. SAFETY CODE

- 6.d.1. The Contractor shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the work or as required by the Engineer-in-Charge in respect of all labours directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Owner shall be entitled to do so and recover the cost thereof from the Contractor.
- 6.d.2. From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all the temporary works (defined as meaning all temporary works of every kind required in or for the execution, completion or maintenance of the works). In case damage, loss or injury shall happen to the works or to any part thereof or to temporary works or to any cause whatsoever repair at his (Contractor's) own cost and make good the same so that at the time of completion, the works shall be in good order and condition and in conformity in every respect with the requirement of the contract and Engineer-in-Charge's instructions.

- 6.d.3. In respect of all labour, directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per relevant Safety Codes of C.P.W.D Bureau of Indian Standards, the Electricity Act/I.E. Rules. The Mines Act and such other Acts as applicable.
- 6.d.4. The Contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work, the Contractor shall consult with Owner's Safety Engineer or Engineer-in-Charge/Site-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the Owner's existing property.
- 6.d.5. The Contractor will be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates of Wages and observe hours of work/conditions of employment according to the rules in force from time to time.
- 6.d.6. The Contractor will be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify the Corporation from any such lapse for which the Government will be taking action against them.
- 6.d.7. Owner shall on a report having been made by an inspecting Office as defined in the Contract Labour Regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker(s) by reasons of non-fulfillment of conditions of contract for the benefit of workers no-payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non observance of the said contractor's labour Regulation.

6.e. INSURANCE AND LABOUR

Contractor shall at his own expense obtain and maintain an insurance policy with a Nationalised Insurance Company to the satisfaction of the Owner as provided hereunder.

6.e.1. EMPLOYEES STATE INSURANCE ACT

- i. The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the Contractor further agrees to defend indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or local authority by reason of any asserted violation by Contractor, or sub-contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political sub-division thereof.
- ii. The Contractor agrees to file with the Employees State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the Contractor's or sub-contractor's employee whose aggregate emuneration is within the specified limit and who are employed in the work provided or those covered by ESI Act under any amendment to the Act from time to time.

The Contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's contribution cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act.

- ii. The Contractor agrees to maintain all records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub-contractor to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the Contractor's or sub-contractor's account.
- iv. The Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

v. **WORKMAN'S COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE**

Provide Insurance for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall ensure that the sub-contractor provides workmen's compensation and Employer's Liability Insurance for the latter's employees who are not covered under the Contractor's insurance.

vi. **AUTOMOBILE LIABILITY INSURANCE**

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

vii. **FIRE INSURANCE**

Contractor shall within two weeks after award of contract insure the Works, Plant and Equipment and keep them insured until the final completion of the Contract against loss or damage by accident, fire or any other cause with an insurance company to be approved by the Employer/Consultant in the joint names of the Employer and the Contractor (name of the former being placed first in the Policy). Such Policy shall cover the property of the Employer only.

6.e.2. ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATION OR BY

- i. Contractor shall also provide and maintain any and all other insurance which may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by the Owner.

- ii. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.
 - iii. The Contractor shall satisfy to the Engineer-in-Charge/Site-in-Charge from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.
 - iv. The contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Owner resulting from their failure to obtain adequate insurance protections in connection thereof. The contractor shall produce or cause to be produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer-in-Charge/Site-in-Charge.
- ® v. **Contractor shall at his own expense cover all the workmen engaged under him under “Pradhan Mantri Surksha Bima Yojana (PMSBY)” and submit proof of the same to HPCL.**

6.e.3. LABOUR AND LABOUR LAWS

- i. The contractor shall at his own cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of the Owner.
- ii. All payments shall be made by the contractor to the labour employed by him in accordance with the various rules and regulations stated above. The contractor shall keep the Owner indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries to or death of a person employed by the contractor or damages or alleged damages to the property.
- iii. No labour below the age of eighteen years shall be employed on the work. The Contractor shall not pay less than what is provided under the provisions of the contract labour (Regulations and Abolition) Act, 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act appropriate to the number of workman to be employed by him or through sub contractor and get himself registered under the Act. He shall produce the required Certificates to the Owner before commencement of the work. The Owner recognises only the Contractor and not his sub contractor under the provisions of the Act. The Contractor will have to submit daily a list of his workforce. He will also keep the wage register at the work site or/and produce the same to the Owner, whenever desired. A deposit may be taken by the Owner from the Contractor to be refunded only after the Owner is satisfied that all workmen employed by the Contractor have been fully paid for the period of work in Owner's premises at rates equal to or better than wages provided for under the Minimum Wages Act. The contractor shall be responsible and liable for any complaints that may arise in this regard and the consequences thereto.

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iv. The Contractor will comply with the provisions of the Employee's Provident Fund Act and the Family Pension Act as may be applicable and as amended from time to time.

v. The Contractor will comply with the provisions of the payment of Gratuity Act, 1972, as may be applicable and as amended from time to time.

vi. **IMPLEMENTATION OF APPRENTICES ACT, 1961**

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

vii. **MODEL RULES FOR LABOUR WELFARE**

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

6.f. DOCUMENTS CONCERNING WORKS

6.f.1. All documents including drawings, blue prints, tracings, reproducible models, plans, specifications and copies, thereof furnished by the Owner as well as all drawings, tracings, reproducibles, plans, specifications design calculations etc. prepared by the contractor for the purpose of execution of works covered in or connected with this contract shall be the property of the Owner and shall not be used by the contractor for any other work but are to be delivered to the Owner at the completion or otherwise of the contract.

6.f.2. The Contractor shall keep and maintain secrecy of the documents, drawings etc. issued to him for the execution of this contract and restrict access to such documents, drawings etc. and further the Contractor shall execute a SECRECY agreement from each or any person employed by the Contractor having access to such documents, drawings etc. The Contractor shall not issue drawings and documents to any other agency or individual without the written approval by the Engineer-in-Charge/Site-in-Charge.

6.f.3. Contractor will not give any information or document etc. concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-charge/Site-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge/Site-in-Charge.

7. PAYMENT OF CONTRACTOR'S BILLS

- 7.1. **Payments will be made against Running Accounts bills certified by the Owner's Engineer-in-Charge/Site-in-Charge within 15 days from the date of receipt of the bill.**
- 7.2. Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed measurements sheet(s) to the Engineer-in-Charge/ Site-in-Charge of the Owner in quadruplicate for certification.
- The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along with cement consumption statement, actual/theoretical, wherever applicable duly certified by the Engineer-in-Charge/ Site-in-Charge of the Owner.
- 7.3. All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the Owner under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc. in the final bill.
- 7.4. The final bill shall be submitted by the Contractor within one month of the date of completion of the work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge/Site-in-Charge may make the measurement and determine the total amount payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor. The Owner/Engineer- in-Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by the Contractor.
- 7.5. Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of the owner.
- 7.6 **Wherever possible, payment shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.**

7.a. MEASUREMENT OF WORKS

- 7.a.1. All measurements shall be in metric system. All the works will be jointly measured by the representative of the Engineer-in-Charge/Site-in-Charge and the Contractor or their authorised agent progressively. Such measurement will be recorded in the Measurement Book/Measurement Sheet by the Contractor or his authorised representative and signed in token of acceptance by the Owner or their authorised representative.
- 7.a.2. For the purpose of taking joint measurement, the Contractor/representative shall be bound to be present whenever required by the Engineer-in-Charge/Site-in-Charge.
- If, however, they are absent for any reasons whatsoever, the measurement will be taken by the Engineer-in-Charge/Site-in-Charge or his representative and the same would be deemed to be correct and binding on the Contractor.
- 7.a.3. In case of any dispute as to the mode of measurement for any item of work, the latest Indian Standard Specifications shall be followed. In case of any further dispute on the same the same shall be as per the certification of an

outside qualified Engineer/ Consultant. Such a measurement shall be final and binding on the Owner and the Contractor.

7.b. BILLING OF WORKS EXECUTED

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

7.c. RETENTION MONEY

10% of the total value of the Running Account and Final Bill will be deducted and retained by the Owner as retention money on account of any damage/defect liability that may arise for the period covered under the defect liability period clause of the Contract free of interest. Any damage or defect that may arise or lie undiscovered at the time of issue of completion certificate connected in any way with the equipment or materials supplied by contractor or in workmanship shall be rectified or replaced by the contractor at his own expense failing which the Owner shall be entitled to rectify the said damage/defect from the retention money. Any excess of expenditure incurred by the Owner on account of damage or defect shall be payable by the Contractor. The decision of the Owner in this behalf shall not be liable to be questioned but shall be final and binding on the Contractor.

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

7.d. STATUTORY LEVIES

7.d.1 The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, cess, levies and statutory payments payable under all or any of the statutes etc.

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

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

All contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by Central or State Governmental authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local laws, and regulations and requirements of any Central, State or Local Government agency or authority.

Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reasons of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof. The Contractor further agrees that in case any such demand is raised against the Owner, and Owner has no way but to pay and pays/makes payment of the same, the Owner shall have the right to deduct the same from the amounts due and payable to the Contractor. The Contractor shall not raise any demand or dispute in respect of the same but may have recourse to recover/receive from the concerned authorities on the basis of the Certificate of the Owner issued in that behalf.

- 7.d.2. **The rates quoted should be inclusive of all taxes. However, wherever a tax to be deducted at source the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of tax on works contract will be furnished to the contractor.**

The vendor shall comply with all the provisions of the GST Act/Rules/requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HPCL to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.

In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)

Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied accrued to the Corporation on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

- 7.d.3. Income tax will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.

- 7.d.4 The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.
- 7.d.5 **The contractors having their ‘tax residency status’ outside India shall provide Tax Residency Certificate (TRC), issued by Government of the Country or the specified territory where the Contractor is a Resident. Rule 21AB of the Income Tax Rules, 1962 has prescribed the contents of a TRC. This would enable the Corporation to deduct tax at source by duly considering the ‘treaty relief’, if any, under Double Taxation Avoidance Agreement (DTAA) entered into between GOI and the respective country/specified territory in which the Contractors’ ‘tax residency status’ is currently in force.**
- 7.d.6 **Anti-Profiteering Clause – GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.**

7.e. MATERIALS TO BE SUPPLIED BY CONTRACTOR

- 7.e.1. The Contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials viz. steel and cement which may be agreed to be supplied as provided elsewhere in the contract. The contractor shall make arrangement for procuring such materials and for the transport thereof at their own cost and expenses.
- 7.e.2. The Owner may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no responsibility of any nature. The Contractor shall procure materials of ISI stamp/certification and supplied by reputed suppliers borne on DGS&D list.
- 7.e.3. All materials procured should meet the specifications given in the tender document. The Engineer-in-charge may, at his discretion, ask for samples and test certificates for any batch of any materials procured. Before procuring, the Contractor should get the approval of Engineer-in-Charge/Site-in-Charge for any materials to be used for the works.
- 7.e.4. Manufacturer's certificate shall be submitted for all materials supplied by the Contractor. If, however, in the opinion of the Engineer-in-Charge/Site-in-Charge any tests are required to be conducted on the material supplied by the Contractor, these will be arranged by the Contractor promptly at his own cost.

7.f. MATERIALS TO BE SUPPLIED BY THE OWNER

- 7.f.1. Steel and Cement maybe supplied by the Owner to the contractor against payment by Contractor from either godown or from the site or within work premises itself and the contractor shall arrange for all transport to actual work site at no extra cost.
- 7.f.2. The contractor shall bear all the costs including loading and unloading, carting from issue points to work spot storage, unloading, custody and handling and stacking the same and return the surplus steel and cement to the Owner's storage point after completion of job.

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- 7.f.3. The contractor will be fully accountable for the steel and cement received from the Owner and contractor will give acknowledgement/receipt for quantity of steel and cement received by him each time he uplifts cement from Owner's custody.
- 7.f.4. For all computation purposes, the theoretical cement consumption shall be considered as per CPWD standards.
- 7.f.5. Steel and Cement as received from the manufacturer/stockists will be issued to the contractor. Theoretical weight of cement in a bag will be considered as 50 Kg. Bags weighing upto 4% less shall be accepted by the contractor and considered as 50 Kg. per bag. Any shortage in the weight of any cement bag by more than 4% will be to the Owner's account only when pointed out by the Contractor and verified by Engineer-in-Charge/Site in Charge at the time of Contract or taking delivery.
- 7.f.6. The contractor will be required to maintain a stock register for receipt, issuance and consumption of steel and cement at site. Cement will be stored in a warehouse at site. Requirement of cement on any day will be taken out of the warehouse. Cement issued shall be regulated on the basis of FIRST RECEIPT to go as FIRST ISSUE.
- 7.f.7. Empty cement bag shall be the property of the Contractor. Contractor shall be penalised for any excess/under consumption of cement. The penal rate will be twice the rate of issue of cement for this work.
- 7.f.8. All the running bills as well as the final bills will be accompanied by cement consumption statements giving the detailed working of the cement used, cement received and stock-on-hand.
- 7.f.9. The Contractor will be fully responsible for safe custody of cement once it is received by him and during transport. Owner will not entertain any claims of the contractor for theft, loss or damage to cement while in their custody.
- 7.f.10. The contractor shall not remove from the site any cement bags at any time.
- 7.f.11. The Contractor shall advise Engineer-in-charge/Site-in-charge in writing atleast 21 days before exhausting the Cement stocks already held by Contractor to ensure that such delays do not lead to interruptions in the progress of work.
- 7.f.12. Cement shall not be supplied by the Owner for manufacturing of mosaic tiles, precast cement jali and any other bought out items which consume cement and for temporary works.
- 7.f.13. Cement in bags and in good usable condition left over after the completion of work shall be returned by the contractor to the Owner. The Owner shall make payment to the Contractor at the supply rate for such stocks of cement they accept and receive. Any refused stock of cement shall be removed by the Contractor from the site at his cost and expenses within 15 days of completion of the work.

8. PAYMENT OF CLAIMS AND DAMAGES

- 8.1. Should the Owner have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of

the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.

- 8.2. In every case in which by virtue of the provisions of Workmen's Compensation Act, 1923, or other Acts, the Owner is obliged to pay Compensation to a Workman employed by the Contractor in execution of the works, the Owner will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of Owner under the said Act. Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under Section 12 sub section (1) of the said Act, except on the written request of the Contractor and upon his giving to the Owner full security for all costs for which the owner might become liable in consequence of contesting such claim.

8.a. ACTION AND COMPENSATION IN CASE OF BAD WORK

If it shall appear to the Engineer-in-Charge/Site-in-Charge that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles provided by the Contractor for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the contract, the CONTRACTOR shall on demand in writing from the Engineer-in-Charge/Site-in-Charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at his own charge and cost and expenses and in the event of failure to do so within a period of 15 days of such intimation/ information/knowledge, the Contractor shall be liable to pay compensation equivalent to the cost of reconstruction by the Owner. On expiry of 15 days period mentioned above, the Owner may by themselves or otherwise rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respects of the Contractor. The decision of the Engineer-in-Charge/ Site-in-Charge as to any question arising under this clause shall be final and conclusive and shall not be raised as a dispute or shall be arbitrable.

8.b. INSPECTION AND AUDIT OF CONTRACT AND WORKS

This project is subject to inspection by various Government agencies of Government of India. The contractor shall extend full cooperation to all the Government and other agencies in the inspection of the works, audit of the Contract and the documents of Contract Bills, measurements sheets etc. and examination of the records of works and make enquiries interrogation as they may deem fit, proper and necessary. Upon inspection etc. by such agencies if it is pointed out that the contract work has not been carried out according to the prescribed terms and conditions as laid down in the tender documents and if any recoveries are recommended, the same shall be recovered from the contractors running bills/final bill/from ordered/suggested Security Deposit/retention money. The Contractor shall not rise any dispute on any such account and the same shall not be arbitrable.

9. CONTRACTOR TO INDEMNIFY THE OWNER

The Contractor shall indemnify the Owner and every member, officer and employee of the Owner, also the Engineer-in-Charge/Site-in-Charge and his staff against all the actions, proceedings, claims, demands, costs, expenses, whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs,

expenses which may be made against the Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the contract. The Contractor shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub contractor and Contractor shall indemnify and keep indemnified the Owner against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

10. Price reduction

- i) In case of any delay in completion of the work beyond the CDD, the Owner shall be entitled to be paid Price Reduction by the Contractor. The price reduction shall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the delay subject to a maximum of 5% of the total contract value. The price reduction shall be recovered by the Owner out of the amounts payable to the Contractor or from any Bank Guarantees or Deposits furnished by the Contractor or the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract.
- ii) The Contractor shall be entitled to give an acceptable unconditional Bank Guarantee in lieu of such a deduction if Contractor desires any decision on a request for time extension.
- iii) Once a final decision is taken on the request of the Contractor or otherwise, the price reduction shall be applicable only on the basic cost of the contract and on each full completed week(s) of delay (and for part of the week, a pro-rata price reduction amount shall be applicable).
- iv) This final calculation of price reduction shall be only on the value of the unexecuted portion/quantity of work as on the CDD.
- v) Contractor agrees with the Owner, that the above represents a genuine pre-estimate of the damages which the Owner will suffer on account of delay in the performance of the work by Contractor. The Contractor further agrees that the price reduction amount is over and above any right which owner has to risk purchase under Clause 12.4 and any right to get the defects in the work rectified at the cost of the contractor.

11. DEFECTS AFTER TAKING OVER OR TERMINATION OF WORK CONTRACT BY OWNER

The Contractor shall remain responsible and liable to make good all losses or damages that may occur/appear to the work carried out under this Contract within a period of 12 months from date of issue of the Completion Certificate and/or the date of Owner taking over the work, whichever is earlier. The Contractor shall issue a Bank Guarantee to the Owner in the sum of 10% of the work entrusted in the Contract, **from any Scheduled Bank (other than a Co-Operative Bank)** acceptable to the Owner and if however, the Contractor fails to furnish such a Bank Guarantee the Owner shall have right to retain the Security Deposit and Retention Money to cover the 10% of the Guarantee amount under this clause and to return/refund the same after the expiry of the period of 12 months without any interest thereon. **(Please refer to clause 4. Deposits)**

12. TERMINATION OF CONTRACT

- 12.1 The owner may terminate the contract at any stage of the construction for reasons to be recorded in the letter of termination.
- 12.2 The Owner inter alia may terminate the Contract for any or all of the following reasons that the contractor
- a) has abandoned the work/Contract.
 - b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.
 - c) has failed to remove materials from the site or to pull down and replace the work within 15 days after receiving from the Engineer written notice that the said materials or work were condemned and/or rejected by the Engineer under specified conditions.
 - d) has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contractor.
 - e) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary sub-let any part of the Contract.
 - f) has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.
 - g) has stopped attending to work without any prior notice and prior permission for a period of 15 days.
 - h) has become untraceable.
 - i) has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgement of the owner.
 - j) has been declared insolvent/bankrupt.
 - k) in the event of sudden death of the Contractor.
- 12.3 The owner on termination of such contract shall have the right to appropriate the Security Deposit, Retention Money and invoke the Bank Guarantee furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.
- 12.4 In case of Termination of the contract, Owner shall have the right to carry out the unexecuted portion of the work either by themselves or through any other contractor(s) at the risk and cost of the Contractor. In view of paucity of time, Owner shall have the right to place such unexecuted portion of the work on any nominated contractor(s). However, the overall liability of the Contractor shall be restricted to 100 % of the total contract value.**
- 12.5 The contractor within or at the time fixed by the Owner shall depute his authorised representative for taking joint final measurements of the works executed thus far and submit the final bill for the work as per joint final measurement within 15 days of the date of joint final measurement. If the contractor fails to depute their representative for joint measurement, the owner shall take the measurement with their Engineer-in-Charge/Site-in-Charge or any other outside representatives. Such a measurement shall not be questioned by the Contractor and no dispute can be raised by the Contractor for purpose of Arbitration.

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

® **13. FORCE MAJEURE**

Circumstances leading to force majeure

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- **Notification of Force Majeure**

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

- **Right of either party to terminate**

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty-five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

- **Payment in case of termination due to Force Majeure**

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.

14. ARBITRATION

14.1 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.

14.2 The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer 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 the Central Government not below the rank of a Director, to act as the 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 person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract

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relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

- 14.3 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 the Sole Arbitrator.
- 14.4 Such another person nominated as the 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 as aforesaid, 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.
- 14.5 The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- 14.6 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.
- 14.7 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.
- 14.8 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 lumpsum fees of the Arbitrator shall be ₹ 40,000/- per case for transportation contracts and ₹ 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 ₹ 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 and balance on receipt of award by the parties
- 14.9 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.
- 14.10 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 "location given in tender header" (say Mumbai*) for all purposes. The Arbitration shall be held at "location mentioned for such purpose in Tender header" (say Mumbai*) and conducted in English language.
- 14.11 The Appointing Authority is the Functional Director of Hindustan Petroleum Corporation Limited.

(Note:- * = While printing the GTCs, each Procurement Authorities at various location, may mention the correct place before printing the GTC and not leave Clause 14.10 blank or as stated above. Bracketed portion is to be removed.

15. GENERAL

- 15.1. Materials required for the works whether brought by the or supplied by the Owner shall be stored by the contractor only at places approved by Engineer-in-Charge/Site-in-Charge. Storage and safe custody of the material shall be the responsibility of the Contractor.
- 15.2. Owner and/or Engineer-in-Charge/Site-in-Charge connected with the contract, shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or at other place(s) manufactured or at any places where these are laying or from which these are being obtained and the contractor shall give facilities as may be required for such inspection and examination.
- 15.3. In case of any class of work for which there is no such specification supplied by the owner as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering practice subject to the approval of the Engineer-in-Charge/Site-in-Charge.
- 15.4. Should the work be suspended by reason of rain, strike, lockouts or other cause the contractor shall take all precautions necessary for the protection of the work and at his own expense shall make good any damages arising from any of these causes.
- 15.5 The contractor shall cover up and protect from injury from any cause all new work also for supplying all temporary doors, protection to windows and any other requisite protection for the whole of the works executed whether by himself or special tradesmen or sub- contractors and any damage caused must be made good by the contractors at his own expense.
- 15.6 If the contractor has quoted the items under the deemed exports, then it will be the responsibility of the contractor to get all the benefits under deemed exports from the Government. The Owner's responsibility shall only be limited to the issuance of required certificates. The quotation will be unconditional and phrases like "subject to availability of deemed exports benefit" etc. will not find place in it.
16. Integrity Pact : Effective 1st September, 2007, all tenders and contracts shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders or contracts is ₹ 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.
17. Grievances of parties participating or intend to participate in the tender shall be addressed in writing to the officer designate of the Grievance Redressal Cell where the tenders have to be submitted within the stipulated period. Detailed mechanism of Grievance Redressal is available on the HPCL website
- ® 18. **The guidelines for Holiday Listing as adopted and available on HPCL website shall be applicable to all tenders floated and all Purchase Orders/Contracts placed by HPCL.**

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ANNEXURE 7b**7b. GENERAL TERMS & CONDITIONS OF CONTRACT FOR SUPPLY****1. PRELIMINARY**

- 1.1 This is a Contract for execution of job as defined in tender document at the specified location
- 1.2 The tenderer for the abovementioned supply is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned (digitally) is authorized to submit the bid on behalf of tenderer.
- 1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the job mentioned under item 1.1 above.
- 1.4 It is the clear understanding between Hindustan Petroleum Corporation Limited and the tenderer that in case the bid of tenderer is accepted by Hindustan Petroleum Corporation Limited and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.
- 1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Items shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.
- 1.6 Special conditions of Contract : The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/ Engineer-in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable.

It is the clear understanding that wherever it is mentioned that the Contractor shall do/perform a job and/or provide facilities for the performance of the job, the doing or the performance or the providing of the facilities is at the cost and expenses of the Contractor not liable to be paid or reimbursed by the Owner.

- ® 1.7 The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence (Refer Annexure 22 – Govt. Guideline Sr. No. 12)

1. Contract Agreement
2. Detailed Letter of Acceptance along with its enclosures
3. Letter of Award / Fax of Acceptance
4. Job Specifications (specific to particular job only)
5. Drawings
6. Special Conditions of Contract
7. Technical Specifications
8. Instructions to Bidders
9. General Conditions of Contract
10. Other Documents

Any amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its annexures

2. DEFINITIONS

- a. The following expressions used in the Purchase Order shall have meaning as indicated against each of these:
- b. The CORPORATION means HINDUSTAN PETROLEUM CORPORATION LIMITED, a company incorporated in India having its registered office at 17, Jamshedji Tata Road, Mumbai- 400 020 and shall include its successors and assignees.
- c. “Goods / Materials”: Goods and/or Materials shall mean any of the articles, materials, machinery, equipments, supplies, drawings, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified to complete the order.
- d. “Vendor / Seller / Supplier”: Vendor / Seller / Supplier shall mean the person, firm or corporation to whom this Purchase Order is issued.
- e. “Contractual Delivery Date”: Contractual Delivery date is the date on which goods shall be delivered F.O.R/F.O.T. Despatching Point/ Destination in accordance with the terms of the Purchase Order. This contractual delivery date / period is inclusive of all the lead time for engineering, procurement of raw materials, manufacturing, inspection, testing, packing and any other activity whatsoever required to be accomplished for affecting the delivery at the agreed delivery point.
- f. “Inspectors”: Inspectors deputed by Corporation.
- g. ‘Total Order Value’ means:-
 - i. For Material Supply Contract: - The basic cost excluding taxes, duties, levies, freight etc. unless and until specifically mentioned in the purchase order.
 - ii. For Lump sum / Turnkey contract: - The total cost & all other cost inclusive of taxes, duties, levies, freight etc.

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- h. 'Total Order Value' shall be considered for the purpose of calculation of:
1. Price reduction on account of delay
 2. Performance bank Guarantee Amount
 3. Payment of advance, if any to be made.
- i. **Note:** - The total order for levy of Price Reduction on account of delay shall include all types of escalation (including on account of Foreign Exchange Variation) agreed to in terms of Purchase Order.

3. REFERENCE FOR DOCUMENTATION

Purchase Order number must appear on order confirmation, correspondence, drawings, invoices, shipping notes, packings and on any documents or papers connected with the order.

4. CONFIRMATION OF ORDER

The Vendor shall acknowledge the receipt of the Purchase Order within ten days following the mailing of this order and shall thereby confirm his acceptance of this Purchase Order in its entirety without exceptions. The acknowledgment will bear on both purchase order and General Procurement Conditions.

5. SALES CONDITIONS

With Vendor's acceptance of provisions of this Purchase Order, he waives and considers as cancelled any of his general sales conditions.

6. COMPLETE AGREEMENT

The terms and conditions of this Purchase Order shall constitute the entire agreement between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorized representative of the Corporation and the Vendor.

7. INSPECTION-CHECKING-TESTING

- a. The equipment, materials and workmanship covered by the Purchase Order shall be subject to inspection and testing at any time prior to shipment and or despatch and to final inspection within a reasonable time after arrival at the place of delivery. Inspectors shall have the right to carry out the inspection and testing which will include the raw materials at manufacturer's shop, at fabricator's shop and at the time of actual despatch before and after completion of packing.
- b. All tests, mechanical and others and particularly those required by codes will be performed at the Vendor's expenses and in accordance with Inspector's instructions. The Vendor will also bear the expenses concerning preparation and rendering of tests required by Boiler Inspectorate or such other statutory testing agencies or by any other reputed inspection agencies as may be nominated by the Corporation.
- c. Before shipping or despatch, the equipment and or materials will have to be checked and stamped by inspectors who are authorized also to forbid the use and despatch of any equipment and/or materials which during tests and inspection fail to comply with the specifications, codes and testing requirements.

- d. The vendor shall inform the Corporation at least eight days in advance of the exact place, date and time of rendering the equipment or materials for required inspection.
- e. The vendor shall provide free access to inspectors during normal working hours at Vendor's or his/its sub-Vendor's works and place at their disposal all useful means of performing, checking, marking, testing, inspection and final stamping.
- f. Even if the inspections and tests are fully carried out, Vendor would not be absolved to any degree from his responsibilities to ensure that all equipments and materials supplied comply strictly with requirements as per agreement both during construction, at the time of delivery, inspection, on arrival at site and after its erection or start-up and guarantee period as stipulated in clause 30 hereof.
- g. The Vendor's responsibility will not be lessened to any degree due to any comments made by the Corporation and Inspectors on the Vendor's drawings or by Inspectors witnessing any chemical or physical tests.
- h. In any case, the equipment and materials must be in strict accordance with the Purchase order and/or its attachments failing which the Corporation shall have the right to reject the goods and hold the Vendor liable for non-performance of contract.

8. OFFICIAL INSTITUTIONAL TESTING

- a. In addition to testing and inspection by Inspectors mentioned above, nominated agencies or similar institutional agencies like Boiler Inspectorate may be assigned for official testing of all coded equipment. The Vendor shall ensure that all Procedures for preparation and Performance of tests prescribed by such Institutions shall be completed scrupulously.
- b. The Vendor is required to send to such Institutions as may be designated by the Corporation at least three sets of construction drawings for each equipment and calculations. All manufacturer's mill's tests certificates and analytical reports from material laboratories in respect of all raw materials and components employed shall have to be presented to such institution's Inspectors in the number of copies required. Vendor shall be responsible for any delay in submission of necessary certificates. The Vendor shall maintain close liaison with the Corporation and Institution's Inspectors to maintain schedule and delay, if any in this process will not be taken into consideration as a cause of Force Majeure.

9. WEIGHTS AND MEASUREMENTS

- a. All weights and measurements recorded by the Corporation on receipt of goods at site will be treated as final.
- b. Vendor's shipping documents and invoices must contain the following data:
 - i. Unit net weight
 - ii. Unit gross weight (packing included)
 - iii. Dimensions of packing.

10. DESPATCH INSTRUCTIONS

- a. Unless otherwise specifically advised in writing, goods shall not be despatched without prior inspection, testing and Release Order / Materials Acceptance Certificates issued by Inspectors.

- b. In case despatch by rail is specified in the Purchase Order, vendor shall exercise due care and ensure that the consignment shall be booked under appropriate railway classification, failing which, any additional freight incurred by Corporation due to Vendor's booking the material under a wrong classification shall be to Vendor's account.
- c. The goods shall be consigned in the name of consignee as applicable.
- d. Corporation's warehouse is open to receive stores between 9.00 A.M and 3 P.M on all working days. No goods will be accepted after 3.00 P.M.
- e. Corporation reserves the right to advise any change in despatching point / destination and / or mode of transport, as may be required. Any extra expenditure on this account supported by documentary evidence will be reimbursed by the Corporation.

11. OILS & LUBRICANTS

The first filling of oils and lubricants, if any, required for every equipment shall be included in the price and appropriate products manufactured by the Corporation (HPCL) shall be used. The Vendor shall also recommend the quality / quantity of oils and lubricants required for one-year continuous operation.

12. SPARE PARTS

- a. The Vendor must furnish itemised price list of spare parts indicating quantity, unit rate & total rate required for two years operation of the main equipment and prime movers also, if mentioned in the tender.
- b. The Vendor shall provide the necessary cross sectional drawing to identify the spare parts numbers and their location as well as inter-changeability chart.

13. PACKING AND MARKING

- a. The Materials shall be suitably packed for safe transportation till receipt at site and should be commensurate with best possible practices of packing, unless specifically stipulated in the Technical specifications, to avoid any damage during transit.
- b. All fragile and exposed parts shall be packed carefully and the package shall bear the words '**HANDLE WITH CARE**', '**THIS SIDE UP**' and '**FRAGILE**'.
- c. All holes and openings and also other delicate surfaces shall be carefully protected against bad weather. All threaded fittings shall be greased and provided with plastic caps. All small pieces shall be packed in cases.
- d. The Supplier shall be liable for all damages or breakage to the Materials due to defective or insufficient packing as well as for corrosion due to insufficient protection.
- e. Detailed packing list in waterproof envelope shall be kept in each package together with material and one copy of packing list shall be fastened outside the box in waterproof envelope.
- f. Each package shall be marked in bold letters on the external three surface of the package as follows:

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- i. From: Address of Supplier / Sub-supplier.
 - ii. For: Hindustan Petroleum Corporation Ltd. _____(location)
 - iii. Item:
 - iv. Package No. : _____of total packages
 - v. Dimensions: _____(Dimensions of each package)
 - vi. Weight: _____(Weight of each package)
 - vii. Special Instruction for storage, if any.
 - viii. Special unloading arrangements, if required, shall be clearly mentioned in the Packing List.
 - ix. All packages containing the following items shall be packed separately as ordered and shall have additional clear marking for identification.
 1. Mandatory Spares.
 2. Commissioning Spares.

14. SHIPMENT AND SHIPMENT NOTICES

- a. The Vendor shall make shipment only after prior approval by Inspectors whenever specifically mentioned. In the event of the Vendor having been advised to hold shipments(s) for any reason whatsoever the Vendor shall hold the materials in his / its warehouse for at least 30 days without any compensation; or without prejudice to any reduction in price already accrued on account of delay.
- b. Within 24 hours of shipment, Vendor shall inform despatch particulars to Corporation by fax / courier / email.
- c. The Vendor shall carefully note the destination of materials.
- d. The demurrage or other expenses incurred owing to any negligence, delay, default on the part of the Vendor will be to Vendor's account.

15. CONTROL REGULATIONS

The supply, despatch and delivery of goods shall be arranged by the Vendor in strict conformity with the statutory regulations including provision of Industries (Development and Regulation) Act 1951 and any amendment thereof as applicable from time to time. The Corporation disowns any responsibility for any irregularity or contravention of any of the statutory regulations in manufacture or supply of the stores covered by this order.

16. TRANSIT RISK

Transit Risk insurance shall be covered by the Corporation. The Vendor shall advise the despatch particulars to Corporation immediately after shipment.

17. RESPECT FOR DELIVERY DATES.

Time of delivery as mentioned in the Purchase Order shall be the essence of the contract and no variation shall be permitted except with prior authorization in writing from the Corporation. Goods should be delivered securely packed and in good order and condition at the place and within the time specified in the Purchase Order for their delivery.

18. PRICE REDUCTION FOR DELAYED DELIVERY

In case of delayed delivery, prices will be reduced @1/2% of the total basic order value for every week of delay or part thereof subject to a maximum of @5% of the total basic order value.

NOTE :

- a. Price Reduction shall be applicable only on the basic cost and on Full complete week (s) and for fractional days Price reduction shall be applicable on pro-rata, if any.
- b. Initially Price Reduction shall be applicable for total basic order value and final Price Reduction settlement to be on undelivered portion in the contractual delivery period.

® 19. FORCE MAJEURE**Circumstances leading to force majeure**

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

• Notification of Force Majeure

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

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- **Right of either party to terminate**

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty-five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

- **Payment in case of termination due to Force Majeure**

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.

20. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT

- a. In case the testing and inspection at any stage by Inspectors reveal the equipment, material and workmanship do not comply with specification and requirements, the same shall be removed by the Vendor at their / its own expense and risk within the time allowed by the Corporation. The Corporation shall be at liberty to dispose of such rejected goods in such manner as they may think appropriate. In the event the Vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the Corporation for such disposal shall be to the account of the Vendor. The freight paid by the Corporation, if any, on the inward journey of the rejected materials shall be reimbursed by the Vendor to the Corporation before the rejected materials are removed by the Vendor.
- b. The Vendor will have to proceed with the replacement of that equipment or part of equipment without claiming any extra payment if so required by the Corporation. The time taken for replacement in such event will not be added to the contractual delivery period.

21. TRANSFER OF PROPERTY FROM THE VENDOR TO THE CORPORATION

- a. The transfer of property shall be deemed to have taken place as follows subject to the provisions herein contained:
 - i. Exworks: when the vendor places the goods at the disposal of the buyer at the vendor's premises or another named place (i.e. works, factory, warehouse, etc.)
 - ii. F.O.R. or F.O.T despatch point: On handing over the equipment to the carrier against receipt and such receipt having been passed over to the Corporation.
 - iii. FOT / FOR destination station: On taking delivery from the transporters/railways at the destination station.

- iv. Equipment sent freight carriage paid to the project Site: On arrival under lifting hook at the job site.
- v. Equipment erected by the Vendor: On temporary acceptance at job site.
- vi. Equipment commissioned by the Vendor: On taking over by the Corporation for regular operation after test runs at maximum capacity for specified period satisfactorily performed.

22. PRICE

- a. Unless otherwise agreed to in the terms of the Purchase Order, the price shall be firm and not subject to escalation for any reason whatsoever till the execution of entire order, even though it might be necessary for the order execution to take longer than the delivery period specified in the order.
- b. **Price shall be exclusive of GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess, which are leviable by law on sale of finished goods to Corporation. The nature and extent of such levies shall be shown separately.**
- c. **Anti-Profiteering Clause – GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.**

23. TAXES & DUTIES:

- a. **GST (CGST, SGST, IGST as applicable), Customs Duty and applicable Cess as applicable shall be reimbursed for the materials consigned to Corporation as per limits indicated in the offer against documentary evidence to be furnished by the supplier. Corporation shall pay only those taxes, duties and levies as indicated by Supplier at the time of bid submission/as agreed subsequently prior to opening of priced bids). Taxes/duties and/or levies not indicated by supplier in bid, but payable, shall be to Supplier's account. In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable) Customs Duty and applicable Cess indicated with reference to limits mentioned in the offer/bid or new taxes/duties/levies imposed by the Indian Government through Gazette notification after the date of submission of last Price Bid but prior to contractual delivery date, the Corporation shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.**
- b. Supplier shall be responsible for availing all applicable concessions in taxes, duties, levies etc. as per terms of Purchase Order. Any loss, direct or implied, accrued to Corporation on account of supplier's failure to avail concessions shall be borne by Supplier.
- c. **The vendor shall comply with all the provisions of the GST Act/Rules/ requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns with the due dates etc. to enable HPCL to take Input Tax Credit. In case of imports, vendors shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.**

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- d. 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.)
 - e. Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied accrued to the Corporation on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

24. CUSTOMS DUTY (CD) VARIATION

- a. The prices mentioned in offer are subject to Customs Duty (CD) variation. In case of any increase in rates of Customs Duty, IGST and applicable Cess by the Indian Government through Gazette notification after the submission of last priced offer but within the time schedule for import of materials, as mentioned. Corporation shall reimburse the increase in taxes and duties at actuals against satisfactory supporting documents.
- b. All downward variations in the rates of all such duties shall be to Corporation's account and same shall be calculated on actual CIF value of imported materials subject to the limit mentioned. Supplier shall submit all relevant documents to Corporation for the proof of duty paid by them within one month from the date of Bill of Entry (BOE).
- c. Custom Duty variation shall be paid by Corporation up to the limit of maximum CIF value of imported components as indicated in the offer.
- d. Rate of Custom Duty along with tariff number considered by Supplier in the prices shall be indicated in the offer.

25. FOREIGN EXCHANGE (FE) VARIATION

- a. The CIF value in Indian Rupees / Foreign Currency to be declared should cover the currencies of the countries from which import of materials / components are envisaged to administer foreign currency variation.
- b. The FE variation will be paid for if imports are made at the listed currency subject to ceiling limit.
- c. The list of foreign currency, country of origin, ceiling of foreign value of import envisaged against each item of materials / components for import and rate of conversion into Rupees envisaged to be furnished in the tender. The period within which import shall be made after placement of LOI (i.e. Contractual Completion date of imports, herein after called CDD) shall also be indicated in the offer.
- d. For reimbursement of foreign exchange variation, documentary evidence like bank certificates of remittance showing the date of payment and rate of foreign currency to Indian rupees to be furnished along with a copy of bills of entry duty attested by Customs department. All downward variations in conversion rate will be to Corporation's account.
- e. Variation will be paid only if imports are made within the period as specified in offer for import. For imports made beyond that period, foreign currency variation will be paid based on the conversion rates prevailing on the last date of period of agreed to for imports. The last date for imports agreed will be the import landing date in India envisaged by Bill of Entry.
- f. Bidder shall indicate the maximum CIF component along with currency of import. In case supplier imports less than the CIF value indicated in the bid, Duty, FE variation etc. shall be reimbursed only for the actual import carried out.

- g. Foreign exchange variation, if any, downward or upward, will be paid only if imports are made within the agreed completion period.
- h. For the purpose of Foreign Exchange variation reimbursement, State Bank of India (SBI) selling rate applicable on the bill of entry date or SBI selling rate on Bank remittance date or actual remittance rate, whichever is lower shall be considered. The following clause also to be considered.
- i. The BOE date may fall within Contractual Completion Date or beyond, it has already been stipulated as above conditions that no reimbursement for FE / CD variation will be paid if the actual import is beyond Contractual completion date. In such a case, the variation reimbursement will be restricted to the difference between the rate quoted in the tender and the lower of the following:
 - i. The actual remittance rate.
 - ii. SBI Bill selling rate on the date of CDD.

26. TERMS OF PAYMENT

- a. The following payment terms shall be applicable:
 - i. 75% of the bill amount duly recommended by user on receipt of materials / docs. at HPCL shall be paid within 7 days of receipt of bill.
 - ii. Balance 25% to be paid after verification/ certification within 15 days of receipt of bill. However, the final bill payment will not exceed 30 days.
- b. HPCL has taken the initiative to expedite the payment to vendors through e-payment. Hence confirm that you have filled the HPCL bank mandate for e-payment.
- c. Payment against invoice shall be made on receipt of equipment/materials at site against submission of following documents along with your Bill/Invoice:-
 - i. Delivery Challan / Lorry Receipt.
 - ii. Manufacturer's Test Certificate
 - iii. Inspection/Clearance report
 - iv. Manufacturer's Guarantee Certificate
 - v. Performance Bank Guarantee for 10% Basic Order Value
 - vi. Any other document specified in the Purchase Order.
- d. The financial settlement of Vendor's invoice is liable to be withheld in the event the Vendor has not complied with submission of drawing data and such documentation as called for in the Purchase Order and/or as required otherwise.
- e. HPCL will furnish their approved format for bank guarantee/ indemnity bond for all the advance payments directly to vendor along with FOA/ PO, wherever applicable.
- f. In case of delayed supplies, bills will be paid after recovering the amount as per price reduction clause of the P.O.
- g. All bank guarantees shall be non revocable and from Scheduled / Nationalised Banks other than cooperative banks in India and as per HPCL's proforma.

- h. PBG shall be valid till expiry of guarantee period. All other Bank Guarantees shall be valid till contractual completion period, unless otherwise specified. All bank guarantees shall have a claim period of 1(one) month after expiry date of bank guarantee.

27. RECOVERY OF SUMS DUE

Whenever any claim against the Vendor for payment of a sum of money arises out of or under the contract, the Corporation shall be entitled to recover such sums from any sum then due or which at any time thereafter may become due from the Vendor under this or any other contract with the Corporation and should this sum be not sufficient to cover the recoverable amount, the Vendor shall pay to the Corporation on demand the balance remaining due.

28. CHANGES

The Corporation has the option at any time to make changes in quantities ordered or in specification and drawings. If such changes cause an increase or decrease in the price or in the time required for supply, an equitable adjustment under this provision must be finalised within 10 days from the date when change is ordered.

29. CANCELLATION / RISK PURCHASE CLAUSE:

- a. The Corporation reserves the right to cancel this purchase order or any part thereof and shall be entitled to rescind the contract wholly or in part with a written notice to the vendor if:
- i. The vendor fails to comply with the terms of this purchase order.
 - ii. The vendor fails to delivery the goods on time and / or replace the rejected goods promptly.
 - iii. The Vendor becomes bankrupt or goes into liquidation.
 - iv. The vendor makes a general assignment for the benefit of creditors.
 - v. A receiver is appointed for any of the property owned by the vendor.
- b. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the Purchase Order and matters connected with it. The vendor is aware that the said goods
- are required by the Corporation for the ultimate purpose of materials production and that non delivery may cause loss of production and consequently loss of profit to the Corporation.
- c. Therefore, in case of Termination of the contract, Corporation shall have the right to carry out the unexecuted portion of the supply/work either by themselves or through any other vendor(s)/contractor(s) at the risk and cost of the vendor/contractor. In view of paucity of time, Corporation shall have the right to place such unexecuted portion of the supply/work on any nominated vendor(s)/contractor(s). However, the overall liability of the vendor/Contractor shall be restricted to 100% of the total contract value.
- d. The provision of this clause shall not prejudice the right of the Corporation from invoking the provisions of clause "Delayed Delivery" as a fore said.

30. PATENTS AND ROYALTIES

On acceptance of this order, the Vendor will be deemed to have entirely indemnified the Corporation from any legal action or claims regarding compensation for breach of any patent rights.

31. PERFORMANCE GUARANTEE

a. The supplies made against this order shall be fully guaranteed against any manufacturing defects/poor workmanship/inferior quality etc. for a period of 12 months from the date of commissioning or 18 months from the date of supply whichever is earlier. During this period, you will arrange to repair/replace any defective parts free of cost or replace complete set if required. Guarantee Certificate should be submitted along with despatch documents. You will furnish performance Bank Guarantee in favour of HPCL issued by Scheduled bank (other than co-operative banks) for 10% value of the material supplied and valid during the above guarantee period.

- ® b. **Composite PBG valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).**

Quantum of Performance Bank Guarantee inclusive of Security Deposit should be as follows:

- **All items (other than CVR items) : 10% of PO value**

- **For CVR items: r 10.0 lakhs or 5% of the order value whichever is lower.**

Composite PBG of **above value** towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money of 10% from each bill); Such composite PBG shall be valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).

32. NON WAIVER

Failure of the Corporation to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any right or remedies or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Corporation to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by the Corporation act as waiver of the terms hereof.

33. NON ASSIGNMENT

The Purchase Order shall not be assigned to any other agency by the Vendor without obtaining prior written consent of Corporation.

34. PART ORDER/ SPLIT ORDER / REPEAT ORDER

Vendor hereby agrees to accept part orders, split order at Corporation's option without any limitation whatsoever and also accept repeat order up to 100% of each item during a period of 12 months after placement of purchase order at the same unit prices, terms and conditions.

35. VENDOR'S DRAWINGS AND DATA REQUIREMENT

The Vendor shall submit drawings, data and documentation in accordance with but not limited to what is specified in the requisition and / or in Vendor drawings and data form attached to the Purchase Order as called for in clause 8, viz, 'Expediting' above. The types, quantities and time limits of submitting this must be respected in its entirety failing which the Purchase Order shall not be deemed to have been executed for all purposes including settlement of payment since the said submission is an integral part of Purchase Order execution.

36. TECHNICAL INFORMATION

- a. Drawings, specifications & details shall be the property of the Corporation and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of the Corporation.
- b. The Vendor shall not disclose the technical information furnished to or gained by the Vendor under or by virtue or as a result of the implementation of this Purchase Order to any person, firm or body or corporate authority and shall make all endeavours to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the Vendor by the Corporation shall at all times remain the absolute Property of the Corporation.

37. SERVICES OF VENDOR'S PERSONNEL

Unless otherwise specified in the PO, services of vendor's personnel shall be made within two weeks advance notice and the Vendor shall depute the necessary personnel to site for supervision of erection and start up of the equipment and train a few of the Corporation's personnel for the operation and maintenance of the equipment if required, by the Corporation. The terms and conditions for the services of the Vendor shall be mutually settled.

38. VENDOR'S LIABILITY

The Vendor's workmen or employees shall under no circumstances be deemed to be in Corporation's employment and the Vendor shall hold himself responsible for any claim or claims which they or their heirs, dependents, personal representatives may have or make for damages or compensation for anything done or committed to be done in the course of carrying out the work covered by this Purchase Order, whether arising on Corporation premises or elsewhere and agrees to indemnify the Corporation against any such claim or claims if made against the Corporation and all cost (as between attorney and client) of proceedings, suits or action which the Corporation may incur/sustain in respect of the same. The Vendor shall also procure and keep in force at his own cost comprehensive Automobile Liability insurance for adequate coverage in respect of all his vehicles visiting or plying in project premises. The Vendor shall also be responsible for compliance of existing laws in respect of their workmen and employees. Extent of Liability shall be read in conjunction with clause no. 28 above.

- ® a. **LIMITATION OF LIABILITY**
Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production. (Refer Annexure 22 – Govt. Guideline Sr. No. 13)

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39. CORPORATION'S MATERIAL

- a. Corporation's material shall be delivered to the Vendor against submission of Bank Guarantee for indemnifying the full value there of strictly in the manner and as per proforma of bank Guarantee approved by the Corporation.
- b. Wherever possible the material shall be consigned to Vendor's siding. In the event the Vendor does not have any siding, materials shall be consigned to the Public siding / goods depot to be specifically confirmed by Vendor Loading / Unloading and any handling from the siding / destination shall be arranged by the Vendor at his responsibility and cost.
- c. The Vendor shall give a firm and binding list of Corporation issue materials and the desired schedule of its delivery to Shop floor strictly in accordance with the sequence of fabrication vis-à-vis the contract delivery period.
- d. Unused material or scrap from material supplied by the Corporation to the Vendor shall be returned by the Vendor to the Corporation or if the Corporation so directs, the Vendor may dispose of the same by sale or otherwise on such terms and conditions as the Corporation may stipulate and the Vendor shall pay to the Corporation the sale proceeds of the material so disposed by sale deducting there from expenses incurred by the Vendor on such sale, the quantum of such deduction to be mutually agreed upon in advance between the Corporation and the Vendor.

40. GUARANTEE FOR SPARE PARTS:

- a. The seller shall undertake that before going out of production of the spare parts he will give adequate advance notice to the Procurement so that the latter may order his requirements of spares in one lot if so desires .
- b. The seller shall further guarantee that if he goes out of production of spare parts , then he will make available blue prints , drawings of spare parts and specification of materials at no extra cost to the Procurement , if and when required in connection with the equipment to enable the procurer to fabricate or procure spare parts from other source.
- d. The provision of this clause shall remain effective and binding upon the seller even after the completion or expiry of the order and till the plant / machinery / equipment / instrument supplied under the order is in use by the procurer.

41. ARBITRATION

- a. 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.
- b. The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as Corporation 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 the Central Government not below the rank of a Director, to act as the 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 person as the Sole Arbitrator

on the ground that the said person is/was an officer and/or shareholder of the Corporation, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

- c. 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 the Sole Arbitrator.
- d. Such another person nominated as the 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 as aforesaid, 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.
- e. The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- f. 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.
- g. 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.
- h. 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 lumpsum fees of the Arbitrator shall be R 40,000/- per case for transportation contracts and R 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 R 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 and balance on receipt of award by the parties.
- i. 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.
- j. 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 _____ for all purposes. The Arbitration shall be held at Visakhapatnam and conducted in English language.
- k. The Appointing Authority is the Functional Director* of Hindustan Petroleum Corporation Limited.
- l. Procurement Authorities may mention, if considered necessary, the proper designation such as Director-Refineries, etc.

42. JURISDICTION

The Vendor hereby agrees that the Courts situated in location given in tender header” shall have the jurisdiction to hear and determine all actions and proceedings arising out of this contract.

CLAUSE

- a. Vendor needs to clarify whether you are registered with NSIC. If registered, vendor needs to submit the following documents along with their offer.
- b. Photocopy of the NSIC Registration Certificate, which clearly shows the following details/ information:
 - i. Name of the Bidder
 - ii. Address of the Bidder
 - iii. Validity of the Registration
 - iv. Items for which the Bidder is registered
 - v. Monetary Limit

and acknowledged copy of Entrepreneurs Memorandum Part II

- c. Also vendor has to clarify whether you have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference.
- d. In case vendor have secured Orders for same items, during the preceding 12 months, in competition with Large Scale Units, WITHOUT any Price Preference, then vendor has to furnish a Declaration on their Letter Head accordingly.
- e. Please note that in the absence of the above information, offer will be evaluated without considering Price Preference.

1.0 Preference to MSEs

- a. In case the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro and Small

Enterprises, the bidder shall be entitled for following:

- i. Issue of Tender Documents to MSEs free of cost.
- ii. Exemption to MSEs from payment of EMD.
- iii. Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto **25%** of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply of **25%** portion shall be shared amongst them. Further, out of above **25%**, of **4%** will be earmarked for procurement from MSEs owned by SC/ST entrepreneurs and **3% will be earmarked for procurement from MSEs owned by women.**

This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs **or women entrepreneurs.**

- b. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.

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- c. MSE bidder shall submit the following:
- i. Documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.
- Ⓜ ii. If the MSE is owned by SC/ST Entrepreneurs **or MSEs owned by women entrepreneurs**, the bidder shall furnish appropriate documentary evidence in this regard.
- iii. The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law.
- Ⓜ d. If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that they do not qualify for any preference admissible in the **Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012 along with amendments notified vide Government of India Gazette from time to time.**

43. VALIDITY OF OFFER:

Offer shall be valid for 3 months from the due date / extended due date of the tender enquiry.

44. INTEGRITY PACT:

All tenders shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders is ₹ 1 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.

45. ORDER OF PRECEDENCE

In case of any discrepancy between the conditions stated in the GPC (which is an integral part of the Order) and those specifically mentioned in the Purchase Order, the later shall prevail over the former.

46. GENERAL:

- a. Deviations to Terms and Conditions shall lead to loading of prices or make your offer liable for rejection.
- b. All resident/non-resident parties to obtain and furnish their PAN in order to avoid tax withholding at a higher rate. Even though the non-residents may not have permanent establishment (PE), branch, local office in India, they can apply with their foreign address. For your information, the web address for applying for PAN in Form No. 49A to NSDL or UTISL online as given in the following sites:
(AO details for International Taxation are also available online).
 - i. <http://tin.tin.nsd.com/pan/index.html/>
 - ii. <http://incometaxindia.gov.in/>
 - iii. <https://incometaxindiaefiling.gov.in/portal/index.jsp>
 - iv. <http://www.utisl.co.in/>
- c. GRIEVANCE REDRESSAL: There is a grievance redressal mechanism in HPCL for vendors participating in the tender, the details of which are available on HPCL's website www.hindustanpetroleum.com.

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- d. PBG Format is attached with this GPC.
- ® e. **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.**

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Tips for successful bid submission in the HPCL e-Procurement platform

Thank you, for your interest in bidding for HPCL tender in the 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 IIB or Class IIIB digital certificate issued on organization, is in hand.
- ✓ Download Signing Utility for Signing and encryption, from “Utility” tab.
- ✓ Install latest JAVA in local machine. (Mostly pre-installed in all Windows PC).
- ✓ Install Drivers for e-token

Tip 2:

❖ **Internet Explorer browser 7 or above – Compatibility mode**

- ✓ Remember to work with only **Internet explorer 7** or above browser. Preferably, keep browser in compatibility mode. (IE>>Settings>>Compatibility view settings).
- ✓ DO NOT access site in Google Chrome/Mozilla Firefox 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 document 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” 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 tender 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.

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, Bid submission option is available till tender due date.
- ✓ “Regret” will be considered as *submitted response* against the tender.

Tip 10:

❖ **Size of the bid must be less than 45 MB**

- ✓ 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 where 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:

❖ **Generate password 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 password generation.
- ✓ Password generation for RA to be done only with HPCL's "Signing Utility".
- ✓ **Generate password well in advance**

Tip 13:

❖ **HPCL E-Procurement Helpline No: 022 41146666**

- ✓ For any technical queries related to operation of the portal, send mail to eprochelpdesk@mail.hpcl.co.in OR call us at **022-41146666**.
- ✓ 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.

Supplementary Section on Bid Submission

The two broad classification of tenders for generating bid document, be it "Pre-qualification bid" or "Technical/ Priced 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 Priced 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**

For moderate to high value tenders (having more than 50 items), the method mentioned above can be risky as there is no option to save interim work. Further 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.

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. 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.

Hindustan Petroleum Corporation Limited

General Terms & Conditions Pertaining to Health, Safety & Environment applicable to all works (ESSENTIAL REQUIREMENTS)

- 1) Compliance of Statutory Requirement
 - a) The Safety regulation of the Plant, as mentioned in the Fire & Safety regulations (latest revision).
 - b) All requirements under the Factories Act 1948 and the rules framed there under in the respective state Factory Rules 1963, including all amendments thereto.
 - c) All requirements of Employee Compensation Act & ESIS Act, including all amendments thereto.
 - d) Applicable Environment regulation in force and also the Systems and
 - e) Procedures in the Terminal/Depot related to Environment.

- 2) Qualification and Experience of Manpower to be deployed
 - a) Contractor shall deploy only experienced and qualified Supervisors and Workmen.
 - b) Contractor's Skilled Workmen like Riggers, Scaffolds, Welders, Fitters, Crane Operators, their specialized Equipment Operators like Welding machine, Power Generators, etc. must have skill on the relevant jobs. The Electricians to be deployed must have valid Wireman License.
 - c) All workmen must be capable of following instructions and training.

- 3) Health Assurance/Age
 - a) Contractors to ensure that all their Workmen are medically fit for the job they are deployed, especially for the Workmen who are deployed in high risk jobs like working in confined space, working at Height, working under Water, etc.
 - b) Age: No one below 18 Years or more than 60 Years will be employed in the Terminal/Depot.

- 4) Normal Timings for Work

- a) Duty timings for the Contractor Employees inside HPCL premises shall be in General Shifts of 8 Hours on all Working Days.
- b) Any other Shift Timing shall as per prior advice of the concerned Supervisor in-Charge/Area Manager of HPCL.

5) Training

Training in Fire & Safety is mandatory for all Contractors' Supervisors & workers.

- a) Training of Contractors' Supervisor:
 - I. Supervisor in-Charge of the Contractor who has ultimate responsibility for their work in the Terminal/Depot must undergo a One Day comprehensive Safety Familiarization Program.
- b) Workers' Training:
 - I. It is obligatory that Contractors' Supervisor conduct spot training for his Workers.
 - II. Additionally, Contract Workmen will have to undergo training on Safety on the spot.

6) Compliance to Work Permit System

- a) Do not carry out any work without valid Work Permit issued by the authorized person in the HPCL premises as per Work Permit System.
- b) Comply with all the Fire/Safety/Excavation/Radiography Permit conditions specified in the Permit and clearances given from time to time.
- c) Display Permit at Worksite for random checking by the HPCL Officials.

7) Requirement of Supervision and safety records

- a) Contractor will not carry out any work without having Supervisor at site. If it is required to work simultaneously in more than one location under the same Contract, One Supervisor must be deployed at each of the locations. If a Supervisor has to leave his Site for any reason, he must stop the Site activities for that Period of Time.
- b) For Hot Work Permit, the Supervisor must have a valid authorization.
- c) Contractor must provide at least one full-time Safety Supervisor for contracts where hot work is envisaged as part of deliverables. Contractor must specify in writing the Name of such person to the

HPCL Engineer in-Charge.

- d) Contractors whose Safety Records are not satisfactory will be viewed seriously and necessary action (viz. cancellation of Registration/Contracts) shall be taken against him.
- e) Contractor to maintain safety register and records for tool box meeting etc.
- f) Contractor to carry out weekly safety site inspection /audits, monthly safety meetings and maintain records.
- g) Contractor to submit monthly safety report by the 5th of the next month to the Engineer-in-Charge.

8) Use of Personal Protective Equipment

- a) The PPEs shall be of Standard quality and BIS approved. For such PPEs where BIS is not available, the PPEs shall be any international standard like CE/EN/FM marked.
- b) All Supervisors and Workmen of the Contractor shall enter HPCL premises wearing safety shoes & Helmet. Failing which entry will be denied. The Contractor should provide basic PPEs to all Supervisors and Workmen.
- c) Basic requirements for all jobs are –
 - i. Hard Hat (Safety Helmet)
 - ii. Safety Shoes/Gum Boots (for Civil work)
 - iii. Hand Gloves
- d) Specific requirements as per Job or activity or trade
 - i. ISI approved Double Lanyard Safety harness for working above Height of 2.4 M from the Ground Level.
 - ii. Eye Protection Goggles
 - iii. Welders Helmet
 - iv. Face & Body protection
 - v. Shot Blaster's hood (3M or equivalent) for abrasive blasting
 - vi. Other respiratory equipment like 'Breathing Apparatus Set' will be issued by HPCL if required on specific requests.
 - vii. Job or activity or trade wise PPEs as decided by HPCL are to be worn by contractor employees while doing jobs in HPCL premises.

9) Specific Job Requirements :

- a) Specific requirements for scaffolding: Scaffolding shall be double pole types. Single Pole scaffolds are not allowed. The workers

engaged in scaffolding work must wear double lifeline safety harness. Safety nets must be deployed at 3 meter elevation & subsequent net after every 6 meter. It shall be ensured that only trained & experienced workers are engaged in scaffolding work. Scaffolding shall be certified by contractor supervisor.

- b) Welding machine shall be of healthy condition & a separate wire shall be provided for return current.
- c) All equipment's, Tools & Tackles used shall be of appropriate type & size and approved by the competent authority for its safe working limit.
- d) All portable electrical hand tools shall be provided with ELCB.
- e) All gas cylinders to be stored in trolley with chain arrangement. All gas cylinders shall be capped.
- f) Local barricading is must for all hot works.

10) Excavation:

- a) All excavated pit & trenches beyond depth of 1.5m shall be barricaded with rigid barricades. The barricades shall be painted in red & white colour.
- b) Hand tools being used for excavation shall be with insulated handles.
- c) Shoring strong enough to prevent slide of excavated sides, to be provided for excavations below 1.5 meters from grade level.

11) Confined space working: When working in confined space following addition precaution to be taken

- a) 24 V Electrical hand lamps with cage shall be used.
- b) Adequate numbers of blowers, educators etc shall be used
- c) Two people shall always remain standby at the entrance of manhole.
- d) Communication facility for the person working inside and standby person shall be provided.

12) Contractor shall restrict the motion of vehicle minimum in HPCL premises. Vehicle carrying construction materials carrying passengers outside passenger cabin is not allowed.

13) Tool Box meeting : prior to starting any job, supervisor should carry out tool box meeting with all workers involved, nature of job, hazards associated and precautions to be taken shall be told to workmen and recorded on TBM attendance sheet.

14) Fire Extinguisher & Fire Hose

- a) Contractor shall provide Fire Extinguishers of his own.

15) Traffic safety :

- a) Contractor's driver must get themselves familiarized with HPCL roads and traffic regulations on certain roads.
- b) Only diesel engines drive vehicles with spark arrestor are allowed to enter the HPCL premises.
- c) All vehicles entering or leaving the HPCL must come to a complete halt at the security gates, for checking by the security Office.
- d) The maximum speed limit for motor vehicles with in the company premises is 10 KMPH. Drive cautiously and keep to the left.
- e) Anyone driving a motor vehicle on company property must be in possession of a valid driving license for that class of vehicle.
- f) Transport vehicles permitted inside the HPCL premises shall have proper PESO approved spark arrestor and shall be parked in the designated parking area only.
- g) Contractor's employees will use designated HPCL entrance and will proceed directly to the contractor's job site by way of HPCL roads. They shall not cut through HPCL operating units.
- h) Contractor's employees are not to wander from their job site, nor loiter around HPCL operating units, control houses, wash room etc.
- i) Vehicles or other mobile equipment shall not be parked, in any manner that will block fire hydrant, fire equipment, building exits and walkways etc.
- j) It shall be the responsibility of the contractor to ensure that materials are properly stacked in the transport vehicles to avoid items dropping from the vehicles while in transit. If material does fall from the contractor equipment, the contractor shall remove material from the street.
- k) Material overhanging the ends or sides of vehicles shall be marked with a red flag.
- l) Bicycle to ply inside the HPCL strictly on need basis. Double riding on bicycle is not permitted.
- m) Crane Operator should not allow anybody to sit on vehicle body.
- n) Transportation of contract personnel not permitted by goods carrier like Tractor Trolley, forklift, Dumper etc.

16) Smoking Regulation

Smoking is not permitted inside Terminal/Depot. Safety match box and cigarette lighters are not permitted inside Terminal/Depot.

17) Working with Electrical Equipment:

- a) 30 mA Earth Leakage Circuit Breaker (ELCB) shall be provided at each electrical equipment being operated for the job.
- b) The contractor has to engage a qualified electrician for carrying out the electrical job. He has to maintain the record of Testing ELCB and earthing on daily basis.
- c) Motors, Gearing, Transmission, Electrical wiring and other dangerous parts of hoisting appliances shall be provided with efficient safe guards.
- d) When workers are employed on electrical installations which are already energized, insulating mats, suitable PPE such as gloves and boots shall be provided.
- e) The workers shall not wear any rings, watches or other materials which are good conductors of electricity.
- f) All the electrical circuit shall be provided with ELCB of 30mA rating.
- g) Three pin plugs shall be used instead of loose wires.
- h) Minimum two earthing to be provided to all electrical equipment including portable generators.
- i) Only weather proof non-flammable type switch boards shall be used.

18) Welding and Gas cutting:

- a) Ensure that welding machine is of good quality and a separate wire is provided for return current.
- b) Welding return current shall be grounded closer to work location.
- c) Welder helmet, Safety Shoes is minimum required personal Safety equipment to be provided for welders and gas cutters.
- d) A cage with fire retardant material cloth shall be used while doing welding, cutting jobs.
- e) All gas cylinder to be stored in trolley with chain arrangement.
- f) NRV and Flash back arrestor shall be provided with gas cutting equipment.
- g) Key required for operating valve shall be always remain with cylinder.
- h) Acetylene cylinder valve shall not be opened more than ½ turn. It

shall always remain in vertical position while using.

19) Additional Safety Measures for Contractors:

A major contractor is one who has a single contract worth more than Rs 10 lacks. The following additional safety measures to be followed by the major contractors.

- a) A dedicated qualified safety supervisor as specified earlier.
- b) Contractor should engage a qualified person as supervisor to supervise all mechanical erection and fabrication works.
- c) To provide third party test certificate for worthiness of DG sets, welding set, Grinding machines, Compressors and for all lifting tools and tackle.
- d) To ensure workers to assemble at HPCL defined assembly point in case of fire siren
- e) To organize the induction safety training and refresher safety training to supervisors and workers. Safety toolbox talks to be arranged on daily basis.
- f) To display Safety slogans, posters at the site (Min 3 Nos) in local Language/Hindi/English.
- g) To provide First aid kit at each site
- h) To display a board indicating number of, workers present on each shift
- i) To earmark the area for scrap at site and scrap to be removed from work site monthly/closure of contract. Good housekeeping to be maintained at work spot.
- j) Nominated responsible person for each site with communication facilities (Radio trucking, public address system, Flame proof Telephone) for proper coordination with the company supervisor and others.
- k) Evacuation drill shall be tried out periodically at each site in the presence of Terminal/Depot Safety personnel.
- l) Contractors working for shutdown jobs will ensure good housekeeping and will keep manpower for this job. Housekeeping shall be done on daily basis.
- m) A vehicle to attend emergency shall be kept available as standby.

20) Clothing of contractor employees:

- a) The contractor employees and supervisors shall wear cotton overalls

while working inside Terminal/Depot.

- b) The contractor employees shall not wear overalls soaked with oil or chemicals.

21) Hazard Communication

- a) In the event of any Contractor Employee spot a Fire or any serious hazard in the HPCL premises, he shall advise Security in-charge, identify himself and report location of the Fire. He shall wait until the HPCL representatives repeats the Fire message and location is confirmed.
- b) The Contractor must ensure that each one of his Employees clearly understand this Fire Communication requirement, i.e. in case of Fire Siren is sounded they should assemble at designated location.
- c) The Contractor while providing on-the-job training may ensure this.

22) Injury Notification & Investigation

- a) Report to HPCL Supervisor on the job, any injury sustained by any of Employees or any near miss or hazardous/dangerous incident at the Worksite within the HPCL premises. Hiding any accident or near miss would be viewed as serious misconduct.
- b) Arrange to provide First Aid immediately to injured Employee.
- c) Keep and maintain proper records of all such incidents in respect of his personnel/Worksite.
- d) Submit to Engineer-in-charge a First Information Report within 4 Hours of the incident. Arrange to immediately investigate the incident and furnish within 24 Hours a written Investigation Report to HPCL.
- e) Disposition/Status of the injured person and his follow-up treatment details shall be informed to engineer in-charge within 48 Hrs.

23) Requirement of Housekeeping

- a) Contractor must ensure the highest standard of housekeeping in his areas of work on a daily basis. All unsatisfactory housekeeping will earn negative rating, which will attract penal action like cancellation of Registration/Contract.
- b) Contractor must provide and maintain at his Worksite an appropriate Display Board, displaying information as per HPCL "Work Site Display Board" specification.

24) Participation in Safety Activities

Contractor must attend all scheduled Safety Meetings as would be intimated to him by HPCL Engineer in-Charge. Contractor also must ensure that all his Employees participate in Safety promotional activities organized by the HPCL.

25) Police Verification

Contractor who engages Labourer for his jobs in the HPCL must submit Police Verification of Antecedents of Laborers engaged by him.

NOTE:

- a) Every Person other than HPCL Employee or a Casual Visitor entering the HPCL would be governed by the above conditions.
- b) The term 'Supervisor' would mean any Person who oversees the works of a group of Workmen. All other Persons will be considered as 'Workmen'.
- c) HPCL Personnel will also check adherence to terms of contract. Violation of any of the above conditions of Safety would attract penal actions including termination of the Contract/Registration.
- d) Meticulous adherence to these requirements would be checked by HPCL Engineer in-Charge during & on conclusion of the work and in a Dossier of the Contractor, this performance would be given adequate weight age at the time of renewal of Registration.

26) Safety Regulation for the Contractor's Manual of HPCL.

All provision of the manual as amended from time to time is to be followed while working in the HPCL.

27) CONTRACTOR JOB EQUIPMENT SAFETY ASSURANCE (SAFE WORK PRACTICES-SWP-06)

The equipment used by contractor for doing the jobs inside HPCL premises will be checked at gate and only good equipment will be allowed entry into HPCL premises as per Safe Work Practices.

28) Safety violations:

- i. In case of frequent Safety violations for a particular contractor, necessary action such as holiday listing / delisting will be taken.
- ii. Whenever specified in the contract, contractors are required to adhere to the additional safety requirements.
- iii. All contractors shall themselves arrange weekly safety site

inspection /audit and monthly safety meetings and records should be maintained.

- iv. Contractors shall own full responsibility for any accident and injury to any of the workers or to any person or persons or property arising due to violation of safety norms by contractors even though financial penalty is not applied for such violation. Imposition of these financial penalties does not absolve contractors from any of the responsibilities as per the General Conditions of Contract, Special Conditions of Contract and Special Safety Conditions.



Uttar Pradesh Electricity Regulatory Commission

Notification No.: UPERC/Secretary/RSPV Regulations/

Dated:

In exercise of powers conferred under section 61, 66, 86(1)(e) and 181 of the Electricity Act, 2003 and all other powers enabling in this behalf, the Uttar Pradesh Electricity Regulatory Commission hereby makes the following Regulations, namely:

UPERC (Rooftop Solar PV Grid Interactive Systems Gross / Net Metering) Regulations, 2019 (RSPV Regulations, 2019)

1. Short Title and commencement

1. These Regulations shall be called the UPERC (Rooftop Solar PV Grid Interactive Systems Gross / Net Metering) Regulations, 2019, (hereinafter referred to as RSPV Regulations, 2019).
2. These Regulations shall come into force from the date of their notification in the Official Gazette of the State and shall remain in force till, unless otherwise reviewed/extended.
3. These Regulations supersede the “UPERC (Rooftop Solar PV Grid Interactive Systems Gross / Net Metering) Regulations, 2015”.
4. Words and expressions used in these Regulations and not defined herein but defined in the Electricity Act, 2003 (hereinafter referred to as ‘the Act’), as amended from time to time, shall have the meaning as assigned to them under the Act.

2. Definitions and Interpretations

In these regulations, unless the context otherwise requires,

- a) **“Accuracy class index”** shall mean the index as specified in Central Electricity Authority (Installation & Operation of Meters) Regulations 2006 and subsequent amendments thereof;
- b) **“Act”** means the Electricity Act, 2003 (36 of 2003) and subsequent amendments thereof;
- c) **“Billing cycle” or “Billing period”** means the period for which electricity bills shall be prepared for different categories of consumers by the Licensee.
- d) **“Commission”** means the Uttar Pradesh Electricity Regulatory Commission constituted under the Act;



- e) **“Consumer”** means any person who is supplied with electricity for his own use by a Licensee or the Government or by any other person engaged in the business of supplying electricity to the public under the Act or any other law for the time being in force and includes any person whose premises are, for the time being, connected for the purpose of receiving electricity with the works of a Distribution Licensee, the Government or such other person, as the case may be;
- f) **“Connected load”** expressed in kW, kVA or HP, refers to aggregate of the manufacturer’s rated capacities of all the energy consuming devices or apparatus connected with the Distribution licensee’s service line on the consumer’s premises which can be operated simultaneously. For the purpose of levy of any charges and for deciding the supply voltage, the connected load shall be determined as per the method prescribed in the UPERC (Electricity Supply Code) Regulations 2005 and subsequent amendments thereof;
- g) **“Contracted load or Contracted demand or Sanctioned load”** means the maximum demand in kW, kVA or HP, agreed to be supplied by the licensee and indicated in the agreement executed between the licensee and the consumer;
- h) **“Distribution Licensee” or “Licensee”** means a person granted a license under Section 14 of the Act authorizing him to operate and maintain a distribution system for supplying electricity to the consumers in his area of supply;
- i) **“Electricity Supply Code”** means the UPERC (Electricity Supply Code) Regulations 2005 and subsequent amendments thereof;
- j) **“Eligible consumer”** means a consumer of electricity in the area of supply of the Distribution Licensee, who uses or intends to use a grid connected rooftop Solar PV system installed in the consumer premises given that such systems can be self-owned or third party owned;
- k) **“Financial year” or “Year”** means the period beginning from first of April in an English calendar year and ending with the thirty first of the March of the next year;
- l) **“Gross Metering”** means the arrangement of measurement of energy in a system under which entire energy generated from rooftop solar PV system installed at eligible consumer premises is delivered to the distribution system of the Licensee;
- m) **“Inter-Connection Agreement”** means the agreement entered into for connecting rooftop Solar PV system to the distribution system;
- n) **“Interconnection point”** means the interface point of the Solar PV power generation facility with the distribution system of the Licensee. The interface point shall be the appropriate meter as per CEA (Installation and Operation of Meters), Regulations, 2006 and subsequent amendments thereof, installed at consumer’s premises or distribution substation;



- o) **“Invoice”** means either a Monthly Bill / Supplementary Bill or a Monthly Invoice/Supplementary Invoice raised by the Distribution Licensee.
- p) **“kWp”** means kilo Watt peak;
- q) **“Net metering”** means an arrangement for measurement of energy in a system under which rooftop solar PV system installed at eligible consumer premises delivers surplus electricity, if any, to the Distribution Licensee after off-setting the electricity supplied by Distribution Licensee during the applicable billing period.
- r) **“Net meter”** means an appropriate energy meter capable of recording both import & export of electricity or a pair of meters one each for recording the import and export of electricity as the case may be;
- s) **“Obligated entity”** means the entity mandated under clause (e) of subsection (1) of section 86 of the Act to fulfill the renewable purchase obligation and identified under UPERC (Promotion of Green Energy through Renewable Purchase Obligation) Regulations, 2010 and subsequent amendments thereof;
- t) **“Premises”** means rooftops or/and elevated areas on the land, building or infrastructure or part or combination thereof in respect of which a separate meter or metering arrangements have been made by the Licensee for supply of electricity;
- u) **“Rooftop solar PV system or Rooftop solar PV Plant”** means the grid interactive solar photo voltaic power system installed on the rooftops/ground mounted or open land of consumer premises that uses sunlight for direct conversion into electricity through photo voltaic technology;
- v) **“Renewable Energy Certificate (REC)”** means the certificate issued in accordance with the procedures approved by the Central Electricity Regulatory Commission;
- w) **“Renewable Energy Meter”** shall have the meaning as per definition assigned to it in the Central Electricity Authority (Installation and Operation of Meters) Amendment Regulations 2014 and subsequent amendments thereof;
- x) **“Settlement period”** means the period beginning from first of April in a calendar year and ending with the thirty first of the March of the next year.
- y) **“Tariff order”** in respect of a Licensee means the most recent order issued by the Commission for that Licensee indicating the rates to be charged by the Licensee from various categories of consumers for supply of electrical energy and services;



- z) **“Third party owner”** means a developer who is generating solar energy on a rooftop but does not own the rooftop but enters into a lease / commercial agreement with the rooftop owner. In case of gross metering arrangement owned by third party, he shall also enter into an agreement with the Distribution Licensee. However, if a consumer installs rooftop solar PV system in his premises through a third party and wishes to avail net metering facility, then only the eligible consumer shall enter into an agreement with the Licensee;

All other words and expressions used in these Regulations although not specifically defined herein above, but defined in the Act, shall have the meaning assigned to them in the Act. The other words and expressions used herein but not specifically defined in these Regulations or in the Act but defined under any law passed by the Parliament applicable to the electricity industry in the State shall have the meaning assigned to them in such law.

3. Scope and application

- 3.1 These Regulations shall apply to the Distribution Licensees, the eligible consumers of the Distribution Licensees and third party owners of gross metering arrangement of rooftop solar PV system in the State of Uttar Pradesh.
- 3.2 The eligible consumer may install the rooftop solar PV system under either gross metering arrangement or net metering arrangement which:
- a) Shall be within the permissible rated capacity as defined under these Regulations;
 - b) Shall be located in the premises of the consumer;
 - c) Shall interconnect and operate safely with the distribution system of the Licensee.
- 3.3 These Regulations do not preclude the right of the State authorities to undertake rooftop solar projects above 2MWp capacity through alternative mechanisms.
- 3.4 Any consumer or third party owner claiming accelerated depreciation benefits on the rooftop solar PV system shall only be eligible to avail net metering arrangement under these Regulations.

4. General Principles

- 4.1 Subject to the limits and other terms and conditions specified in these Regulations, the eligible consumers of the Distribution Licensee shall be entitled to install rooftop solar PV system under either gross metering arrangement or net metering arrangement.

Provided that third party owners who have entered into a lease or commercial agreement for the rooftop in the premises of the eligible consumers, shall also be



entitled to install rooftop solar PV system under gross metering arrangement with the Distribution Licensee, for such capacity which shall be cumulative of the prescribed limits of rooftop solar PV capacity for each eligible consumer whose



rooftop has been leased by the third party owner.

Provided that third party owners who have entered into a lease or commercial agreement for the rooftop in the premises of a group of consumer, shall also be entitled to install rooftop solar PV system under Net metering arrangement with the Distribution Licensee, for such capacity which shall be cumulative of the prescribed limits of rooftop solar PV capacity for each eligible consumer of the group whose rooftop has been leased by the third party owner.

- 4.2 Provided that the eligible consumer or third party owner as the case may be availing gross metering arrangement under these Regulations shall not be allowed to apply for net metering arrangement within the same premises.
- 4.3 Provided that the eligible consumer availing net metering arrangement under these Regulations shall not be allowed to apply for gross metering arrangement within the same premises.
- 4.4 Provided that the Distribution Licensee shall offer the provision of gross metering arrangement and net metering arrangement to the eligible consumer or third party owner as the case may be, who intends to install grid connected rooftop solar PV system, in its area of supply on non-discriminatory and first come first serve basis.
- 4.5 If the eligible consumer or third party owner installs solar rooftop system under the gross metering scheme, the entire power generated from such an installation shall be injected to the distribution system of the Licensee at the interconnection point.
- 4.6 If the eligible consumer installs solar rooftop system under the net metering scheme, such eligible consumer shall be entitled to use the power generated from the rooftop solar PV system at his premises. The surplus power can be injected to the distribution system of the Licensee at the interconnection point.
- 4.7 In addition to above, to provide flexibility to rooftop solar power prosumer, taking a progressive view, the Commission is proposing provision of mutual sale and purchase of electricity through peer-to-peer transaction in a secured and reliable way with proper accounting and billing mechanism implemented with the help Block chain technology. Provided that for such arrangement prior approval of the Commission shall be required. To further take up development of peer-to-peer transaction of electricity generated through renewable sources, the Commission directs that UPPCL and UPNEDA shall put up a proposal jointly

5 Capacity of Rooftop PV System.

- 5.1 The maximum peak capacity of the grid connected rooftop solar PV system to be installed by any eligible consumer shall not exceed 100% of the sanctioned load/ connected load / contracted demand of the consumer.



Provided the capacity of the grid connected rooftop solar PV system to be installed by any eligible consumer or third party owner shall not be less than 1 kWp and shall not exceed 2 MWp..

- 5.2 Provided that the capacity of the grid connected rooftop solar PV system shall be in conformity with the provisions relating to the connected load or contract demand permissible under the UPERC (Electricity Supply Code) Regulations, 2005 and subsequent amendments thereof.

6 Capacity of Transformer

- 6.1 The Distribution Licensee shall provide information on its website regarding capacity available on distribution transformer(s) for feeding the eligible consumer at different locations for connecting rooftop solar PV system within three months from the date of commencement of these Regulations, and shall update the same within one month of the start of the subsequent financial year under intimation to the Commission.

- 6.2 Provided that the capacity to be allowed in the area fed from the distribution transformer (DT) or any other transformer from which power is fed to the eligible consumer is 100% of that DT or any other transformer.

Provided that if augmentation of transformer/distribution network is required, then upto total 10 kWp solar rooftop installation the consumer would not pay any system upgradation charges whereas, above this the consumer will pay at the rate of Rs 1000 per kWp as cost of augmentation of system. e.g. a consumer willing to install a 15 kW RSPV Plant shall be paying Rs 5,000 (5×1000) as RSPV cost to the utility.

- 6.3 Provided further that in case of multiple applications from the consumers or third party owners fed by a transformer for participation in the scheme, the connectivity with the rooftop solar PV system shall be allowed on first come first serve basis.

7 Procedure for Application and Registration

- 7.1 The eligible consumer or third party owner hereinafter referred to as applicant who intends to install grid interactive rooftop solar PV system in his/her premises may apply offline otherwise online through <https://upnedasolarrooftopportal.com/> or <http://apps.uppcl.org/solar>

7.2

- 7.3 For applying offline the applicant shall apply in the application form at Annexure- I of these Regulations along with the application fees as specified in Annexure-II of these Regulations. The Distribution Licensee shall make available all the forms on their website and local offices. For simplification of the system:



- (i) Consumers shall submit the application to the Executive Engineer of the concerned Distribution Licensee along with a copy to UPNEDA officer in the district;
- (ii) UPNEDA shall take monthly progress from Distribution Licensees and submit quarterly progress to the Commission;

7.4 The Licensee shall acknowledge the receipt of the application form, register the application and shall process the application in the order of the receipt. The Licensee shall prepare a priority list having validity of one eighty (180) days on the basis of the order of such receipts. The priority list shall be prominently displayed in the local offices of the Licensee and shall also be uploaded on the website of the Licensee.

7.5 In order of priority, the Distribution Licensee shall complete the feasibility analysis for connecting the rooftop solar PV system to the distribution system within thirty (30) days from the date of receipt of the application. The feasibility shall be valid for a period of one month unless extended by the Distribution Licensee. Provided that if the Distribution Licensee determines that an interconnection study is necessary, the Distribution Licensee shall intimate feasibility or otherwise within sixty (60) days from the receipt of the completed application.

7.6 While intimating the feasibility of the connection of the rooftop solar PV system as specified in Regulation 7.3, the Distribution Licensee shall also intimate the applicant:

- (a) The details of documents to be submitted by the applicant;
- (b) Particulars of any deficiencies, if noticed, along with instructions to remove such defects.

Provided that if such deficiency is not removed within a period of thirty (30) days from date of receipt of intimation to such applicant, the application shall stand cancelled and the application fee shall be forfeited.

7.7 The Distribution Licensee shall on receipt of documents (if any) and removal of defects (if any), submitted under Regulation 7.4, inform the approval within ten (10) days from the date of receipt.

Provided that on feasibility analysis, if it is found that due to certain reasons including operational constraints it is not feasible for the Distribution Licensee to provide connectivity at all or up to the applied capacity i.e. connectivity is feasible for a reduced capacity, the Distribution Licensee shall specifically record the reasons thereof and, intimate in writing the same to the applicant(s) specifically mentioning that: the applicant has the option, to be exercised in writing, to

- (i) either accept the connectivity for the reduced capacity and approach the Distribution Licensee to process the case;



- (ii) or seek refund of its application fee either within seven (7) days of the receipt of the intimation;
- (iii) or to stay in the priority list till its validity i.e. up to one hundred and eighty (180) days under clause 7.2 of these Regulations, for re-consideration and approval in case of future availability of applied capacity at the distribution transformer level etc. within such period.

Provided that if the applicant seeks refund, the Distribution Licensee shall refund the application fee within seven (7) days from the date of receipt of intimation from the applicant in this regard. Thereafter, the Distribution Licensee shall notify the updated position of the remnant applicants in the priority list.

Provided also that in case the applicant opts to stay in the priority list and even in the validity period of priority list of one hundred and eighty (180) days the required capacity does not get available, the Distribution Licensee shall refund the application fee on its own within seven (7) days of expiry of such one hundred and eighty (180) days period;

- 7.8 On receipt of approval of Distribution Licensee under Regulation 7.5, the applicant shall apply for registration of the scheme for rooftop solar PV system by completing the registration form provided at Annexure-III of these Regulations along with the registration fees as specified in Annexure-II of these Regulations.
- 7.9 At the time of submission of Registration Form, the Distribution Licensee shall perform preliminary checks of all the documents submitted along with the Registration Form in the presence of applicant or his representative, and if found complete, shall receive the form and acknowledge its receipt.
- 7.10 The Distribution Licensee shall provide written intimation to the applicant within fifteen (15) days from the date of receipt, deficiencies or additional documentation requirement (if any)
- 7.11 The applicant shall re-submit the Registration Form, along with the requisite documents, after curing the deficiencies contained therein within thirty (30) days of receipt of such intimation.
- 7.12 The Distribution Licensee within fifteen (15) days of receipt of completed Registration form:
 - (i) register the scheme and assign a registration number if Registration Form is found complete and in order;
 - (ii) give a personal hearing to the applicant and also intimate in writing the deficiencies, found if any, in the Registration Form and/or the documents submitted by the applicant giving him a final opportunity to cure the deficiencies and its re-submission.
- 7.13 The applicant within fifteen (15) days from such intimation shall cure the deficiencies and re-submit the Registration Form along with documents to the

Distribution Licensee. If the Registration Form is found complete and in order, the Distribution Licensee shall register the scheme and assign a Registration Number to it. However, if it is observed that certain deficiencies still persist, the application for registration may be rejected.

Provided that in case the application for registration is rejected, the Distribution Licensee shall provide a written intimation to the applicant detailing reasons for rejection within fifteen (15) days of receipt of re-submitted Registration form.

Provided further that fifty (50%) of the registration fee shall be refunded to the eligible applicant within seven (7) days from issue of written intimation for rejection of application for Registration.

- 7.14 For the applicant who has applied under the gross metering scheme, the inter connection agreement provided at Annexure-V(A) of these Regulations shall be executed by the Distribution Licensee within thirty (30) days of issue of Registration number to the eligible applicant.
- 7.15 For the applicant who has applied under the net metering scheme the inter connection agreement provided at Annexure-V(B) of these Regulations shall be executed by the Distribution Licensee within thirty (30) days of issue of Registration number to the eligible applicant.
- 7.16 The applicant must execute the inter connection agreement and return it to the Distribution Licensee within thirty (30) days from the date of receipt.

8 Interconnection with the distribution system

- 8.1 The interconnection of the rooftop solar PV system with the distribution system of the Distribution Licensee shall be made as per the technical specifications and standards for connectivity as specified by the Central Electricity Authority. The cost of evacuation system and interconnection of the rooftop solar PV system with the distribution system shall be borne by the eligible consumer or third party owner, as the case may be. Information related to technical & interconnection standards are given at Annexure IV of these Regulations. The Distribution Licensee shall ensure that:
 - (i) The interconnection of the rooftop solar PV system with the distribution system conforms to the specifications, standards and provisions as provided in the Central Electricity Authority (Technical Standards for connectivity of the Distributed Generation Resources) Regulations, 2013 as amended from time to time.
 - (ii) The inter connection of the rooftop solar PV system with the distribution system of the Licensee confirms to the relevant provisions of the Central Electricity Authority (Measures Relating to Safety and Electric Supply) Regulations, 2010, as amended from time to time.

(iii) The interconnection of the rooftop solar PV system with the distribution system conforms to the specifications, standards and provisions as provided in the UPERC (Grant of connectivity to intra-state Transmission System) Regulations, 2010 as amended from time to time.

Provided that in case of a conflict between these Regulations and the regulations specified under the UPERC (Grant of connectivity to intra-state Transmission System) Regulations, 2010 as amended from time to time, these Regulations shall be applicable to the eligible consumers or third party owner as the case may be.

(iv) Regulations and provisions framed under Section 53 of the Electricity Act, 2003 and subsequent amendments thereof;

8.2 The connectivity levels at which the rooftop solar PV system shall be connected with the distribution system are as specified below:

S.No.	Connected Load / Contract Demand of Eligible Consumer	Connectivity Level
1.	Up to 5 kW	Single phase at 230 V
2.	5 kW and above up to 50 kW / 63 kVA	3 Phase, 4 wire at 415 V
3.	Above 50 kW and up to 1 MW	3 Phase at 11 kV
4	Above 1 MW and upto 2 MW	3 Phase 33 kV

8.3 The eligible consumer shall be responsible for safe operation, maintenance and rectification of any defect of the rooftop solar PV system up to the interconnection point beyond which the responsibility of safe operation, maintenance and rectification of any defect in the distribution system including the gross meter /net meter as the case may be shall rest with the Distribution Licensee.

8.4 The Distribution Licensee shall have the right to disconnect the rooftop solar PV system at any time in the event of possible threat/damage, from such rooftop solar PV system to its distribution system, to prevent an accident or damage. Subject to Regulation 8.3, the Distribution Licensee may call upon the eligible consumer to rectify the defect within a reasonable time.

9 Metering arrangement

9.1 All the meters shall adhere to the standards and provisions specified in CEA (Installation and Operation of Meters), Regulations, 2006 and subsequent amendments thereof.

9.2 The appropriate meter(s) shall be single phase or three phase as per requirement. All the meters to be installed shall be of the same or better Accuracy Class Index than the existing meter installed at the premises.



- 9.3 The appropriate meter(s) at the premises of the consumer shall be procured, installed and maintained by the Distribution Licensee at the cost of the eligible consumer. However, if the eligible consumer wishes to procure the appropriate Meter(s), he may procure such meter(s) and present the same to the Distribution Licensee for testing and installation.
- 9.4 The location of appropriate meter(s) shall be in accordance with the CEA (Installation and Operation of Meters), Regulations, 2006 as amendments from time to time and the UPERC (Grid Code) Regulations, 2007 as amendments from time to time.
- 9.5 The installation of check meters shall be mandatory for rooftop solar PV system having rated capacity more than 50 kWp. The charges for testing, installation and maintenance of the check meter shall be borne by the eligible consumer. The Distribution Licensee shall own the check meter.
- 9.6 For installations having rated capacity up to 50 kWp, the eligible consumer or the Distribution Licensee who so ever if desires, may install check meter at their own cost. The Distribution Licensee shall own the check meter.
- 9.7 The check meter shall be installed after the inverter of the solar rooftop system.
- 9.8 The specification and standards of the check meter shall be same as or better than the consumer meter installed at the premises of the eligible consumer.
- 9.9 All the meters installed shall be jointly inspected and sealed on behalf of both the parties.

Provided that the meter reading taken by the Distribution Licensee shall form the basis of commercial settlement.

10 Energy Accounting and Settlement

- 10.1 Meter readings shall be taken as per the applicable cycle as provided in the UPERC (Electricity Supply Code) Regulations 2005 and subsequent amendments thereof;
- 10.2 The case of rooftop solar PV system under gross metering arrangement the Licensee shall undertake energy accounting and settlement with either the eligible consumer or the third party owner whosoever is a signatory of the interconnection agreement with the Licensee.
- 10.3 The energy accounting and settlement procedure for eligible consumers / third party owners installing and operating rooftop solar PV system under gross metering arrangement shall be as per the following procedure:
 - (i) For each billing period, the Licensee shall show the quantum of electricity injected by the rooftop solar PV system installed at the premises of the eligible consumer in the billing period.



- (ii) The Distribution Licensee shall reimburse the eligible consumer or the third party owner as the case may be for the quantum of injected electricity by the rooftop solar PV system during the billing period by way of 'Solar Injection Compensation'.

Provided that the Solar Injection Compensation to be paid by the Distribution Licensee to the eligible consumer or third party owner as the case may be shall be the weighted average tariff of Competitive Bidding projects adopted by the Commission in last Financial Year. E.g. For FY 2018-19, weighted average tariff of projects discovered through Competitive Bidding in FY 2017-18 and adopted by the Commission shall be applicable.

- (iii) Rebate and late payment surcharge on early or delayed payment of the Solar Injection Compensation as the case may be shall be levied in the same manner as per the procedure laid down by the Commission in the UPERC (Electricity Supply Code) Regulations, 2005 and subsequent amendments thereof;

Provided that such rebates/ delayed payment surcharge as the case may be shall also be payable to the third party owner in the same manner as per procedure specified for the consumer of the Licensee in the UPERC (Electricity Supply Code) Regulations, 2005 and subsequent amendments thereof;

- (iv) There shall be no deemed generation charges payable to the eligible consumer or third party owner of the solar rooftop system.
- (v) The Distribution Licensee shall be responsible for billing of the electricity injected by the rooftop solar PV system into the distribution system. The bills prepared by the distribution license shall necessarily include the following:

- a) Quantum of electricity injected into the distribution system by the rooftop solar PV system.
- b) Quantum of Solar Injection Compensation payable by the Licensee.

Provided that the billing period and due date of the bills shall be the same as that of the eligible consumer in whose premises the solar system has been installed.

Provided also that Licensee shall reimburse the eligible consumer or third party owner of the solar rooftop system as the case may be, within the due date of the electricity bill of the consumer in whose premises the rooftop solar PV system has been installed.

10.4 The energy accounting and settlement procedure for consumers installing and operating rooftop solar PV system under net metering arrangement shall be as per the following procedure:

- (i) For each billing period, the Licensee shall show the quantum of electricity injected by the rooftop solar PV system in the billing period, supplied electricity

by Distribution Licensee in the billing period, net billed electricity for payment by the consumer for that billing period and net carried over electricity to the next billing period separately;

- (ii) If the electricity injected exceeds the electricity consumed during the billing period, such excess injected electricity shall be carried forward to next billing period as electricity credit and may be utilized to net electricity injected or consumed in future billing periods but within the settlement period;
- (iii) If the electricity supplied by the Distribution Licensee during any billing period exceeds the electricity generated by the eligible consumer's rooftop solar PV system, the Distribution Licensee shall raise invoice for the net electricity consumption after taking into account any electricity credit balance remaining from previous billing periods;

Provided, in case the eligible customer is under the ambit of time of day tariff, as determined by the Commission from time to time, the electricity consumption in any time block (e.g., peak hours, off-peak hours, etc.) shall be first compensated with the electricity generation in the same time block. Any excess generation over consumption in any time block in a billing cycle shall be carried forward to the corresponding time block in the subsequent month for adjustment purpose.

Provided also that the excess electricity measured in kilo-watt hour may only be utilized to offset the consumption measured in kilo-watt hour and may not be utilized to compensate any other fee and charges imposed by the Distribution Licensee as per the instructions of Commission

Provided also at the end of each settlement period, any electricity credits, which remain unadjusted, shall be paid at a rate of Rs 2/kWh by the Distribution Licensee or as notified by the Commission from time to time.

Provide further that at the beginning of each settlement period, cumulative carried over electricity credits shall be reset to zero.

- (iv) In case of Group Net Metering, the settlement between the individual consumer in the group and the third party (if involved) will be the responsibility of the group or third party itself and shall be driven by the agreement between them. The third party aggregator shall not be charged by DISCOM any fixed charges on this account but shall be charged for imported energy as per prevailing Rules and Regulations.
- (v) There shall be no deemed generation charges payable to the eligible consumer.
- (vi) In case the applicable tariff provides for billing on kVAh basis, the net drawl or injection of energy shall also be measured in kVAh.
- (vii) When an eligible consumer leaves the system, that consumers unused electricity credits shall be paid at a rate of Rs 2/kWh by the Distribution Licensee or as notified by the Commission from time to time.

- (viii) Regardless of availability of electricity credits with the eligible consumer during any billing period, the consumer shall continue to pay applicable charges such as fixed/ demand charges, Government levy etc.
- (ix) The Distribution Licensee shall necessarily provide the following details along with the electricity bill relating to each billing period:
- Quantum of electricity generated from the rooftop solar PV system.
 - Quantum of electricity injected into the distribution system by the rooftop solar PV system.
 - Quantum of electricity supplied by the Distribution Licensee to the eligible consumer.
 - Quantum of net electricity that has been billed for payment by the eligible consumer.
 - Quantum of electricity credits available to the eligible consumer which is carried over from the previous billing period.
 - Quantum of electricity injected into the distribution system in excess of the drawl by the eligible consumer (quantum of electricity credits) which shall be carried forward to the next billing period.

10.5 In case of any dispute in billing it would be settled by the Consumer Grievance Redressal Forum and if issue still remains unresolved, it shall be settled by the Ombudsman following appropriate procedure.

11 Applicability of other charges

In rooftop solar PV system under gross metering scheme / net metering scheme, whether self-owned or third party owned and installed on eligible consumer premises shall be exempted from wheeling and cross subsidy surcharge.

12 Solar Renewable Purchase Obligation

12.1 In case of gross metering scheme the quantum of electricity generation by eligible consumer, who is not defined as Obligated entity, from the rooftop solar PV system shall qualify towards compliance of Renewable Purchase Obligation (RPO) for the Distribution Licensee in whose area of supply the eligible consumer is located.

12.2 In case of net metering scheme the total quantum of solar electricity generated under the net metering arrangement for eligible consumer, who is not defined as Obligated entity, shall qualify towards deemed Renewable Purchase Obligation (RPO) for the Distribution Licensee in whose area of supply the eligible consumer is located.

13 Eligibility to participate under Renewable Energy Certificate Mechanism

13.1 Nothing contained in these Regulations shall apply to the Solar PV generator intending to sell power under the Renewable Energy Certificate Mechanism and he shall be free to sell power under such mechanism as per the provisions of



Central Electricity Regulatory Commission (Terms and Conditions for recognition and issuance of Renewable Energy Certificate for Renewable Energy Generation) Regulations, 2010 and subsequent amendments thereof and UPERC (Promotion of Green Energy through Renewable Purchase Obligation) Regulations, 2010.

- 13.2 The eligibility for Renewable Energy Certificate and issuance of such renewable energy certificate shall be as per the eligibility criteria specified under Central Electricity Regulatory Commission (Terms and Conditions for recognition and issuance of Renewable Energy Certificate for Renewable Energy Generation) Regulations, 2010 and subsequent amendments thereof.

14 Penalty or Compensation

In case of failure of gross metering or net metering system as the case may be, the provisions of penalty or compensation shall be as per the provisions of the provided in the UPERC (Electricity Supply Code) Regulations, 2005 and subsequent amendments thereof or as determined by the Commission from time to time.

15 Power to give directions

The Commission may from time to time issue such directions and orders as considered appropriate for the implementation of these Regulations.

16 Power to relax

The Commission may by general or special order, for reasons to be recorded in writing, and after giving an opportunity of hearing to the parties likely to be affected may relax any of the provisions of these Regulations on its own motion or on an application made before it by an interested person.

17 Power to amend

The Commission may from time to time add, vary, alter, suspend, modify, amend or repeal any provisions of these Regulations.

By the order of the Commission

Secretary



Annexure-I

Application Form Number

APPLICATION FOR INTENT TO SEEK CONNECTIVITY OF ROOFTOP SOLAR PV SYSTEM

1.	Name			
	Full Address of Consumer / Applicant			
2.	Consumer No. (CA. No.) (Owner of the premises)			
3.	Category (Domestic / Non Domestic/Commercial etc. specify) (Owner of the premises)			
4.	Telephone No	Res:		Mob:
5.	E-mail address			
6.	Sanctioned Load			
7.	Capacity of Rooftop Solar PV System proposed to be connected			
8.	Whether the Consumer is under ToD billing system (Owner of the premises)			Yes/No
9.	Whether the Consumer or third party owner shall avail accelerated depreciation benefits on the Rooftop Solar PV system			Yes/No
10.	Type of Rooftop Solar PV System proposed (Gross/Net metering)			
11.	Location and address of Proposed Rooftop Solar PV System (roof top, ground mounted, any other – specify)			
12.	Preferred mode of Communication (Post/ By Hand/ Electronic etc. – specify)			
	Place:		Signature of Eligible Consumer/Third Party owner	



ACKNOWLEDGEMENT

Application Number

Received the application for connectivity of Rooftop Solar PV System

Name: CA. No.:

Date, Time, Serial No.

Application Fee Paid or Not:

Rooftop Solar PV Plant Capacity.....

Mode of payment (Cheque / DD/RTGS/NEFT):

Details of Cheque /DD/RTGS/NEFT:

Name of Officer
Seal

Signature
(Designation of Officer)
(To be specified at the time of signing)



Annexure-II		
APPLICATION FEES		
S.No.	Connected Load / Contract Demand of Eligible Consumer	Amount
1.	Up to 50 kW / 63 kVA	Rs 250
2.	Above 50 kW and up to 1 MW	Rs 750
3.	Above 1 MW (for upto each additional MW)	Rs 750

The amount of application fee for eligible consumer and third party other than the owner of the premises shall be the amount mentioned above.

REGISTRATION FEES

S.No.	Connected Load / Contract Demand of Eligible Consumer	Amount
1.	Up to 50 kW / 63 kVA	Rs 1000
2.	Above 50 kW and up to 1 MW	Rs 2500
3.	Above 1 MW (for upto each additional MW)	Rs 2500

The amount of registration fee for eligible consumer and third party other than the owner of the premises shall be the amount mentioned above.



Annexure-III		
APPLICATION FOR REGISTRATION OF THE SCHEME FOR ROOFTOP SOLAR PV SYSTEM		
1.	Name	
2.	Address for Communication	
3.	Consumer No.,	
4.	Telephone No.,	
5.	E-Mail	
6.	Application No.	
7.	Serial No. of receipt of Application	
8.	Contract Demand of Consumer	
9.	Capacity of Rooftop Solar PV System to be connected (Capacity not to exceed as approved by the Distribution Licensee and as per RSPV Regulations 2015)	
10.	Technical specifications and other particulars of Renewable Panel, Grid Tied Inverter and Interlocking System etc. proposed to be installed – whether attached (Yes/No)	
11.	Technical specifications and other particulars of Renewable energy meter to be installed – whether attached (Yes/No)	
12.	Whether Consumer opts to purchase meter himself or from Distribution Licensee	
13.	Drawings for installing the Rooftop Solar PV System – whether attached (Yes/No)	
14.	Proposed date of completion of the installation	

Place:

Signature of Eligible Consumer/ Third Party Owner



ACKNOWLEDGEMENT

Received the application for registration of the scheme for Rooftop Solar PV System

Name:

Date:

Registration Number:

Consumer Number:

Solar Energy Plant Capacity:

Mode of payment (Cheque / DD/RTGS/NEFT):

Details of Cheque/DD/RTGS/NEFT:

Name of Officer

Signature

Seal

(Designation of Officer)

Annexure-IV

INFORMATION RELATED TO TECHNICAL & INTERCONNECTION STANDARDS

Parameter	Reference	Requirement
Overall conditions of service	State Distribution/Supply Code	Reference to State Distribution code
Overall Grid Standards	Central Electricity Authority (Grid Standard) Regulations 2010 and subsequent amendments thereof;	Reference to regulations
Equipment	BIS/IEC/IEEE	Reference to standards
Meters	Central Electricity Authority (Installation & operation of meters) Regulation 2006 and subsequent amendments thereof	Reference to regulations and additional conditions issued by the Commission.
Safety and supply	Central Electricity Authority (measures of safety and electricity supply) Regulations, 2010 and subsequent amendments thereof	Reference to regulations
Harmonic Current	IEEE 519 CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013 and Subsequent amendments thereof;	Harmonic current injections from a generating station shall not exceed the limits specified in IEEE 519
Synchronization	IEEE 519 CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013 and Subsequent amendments thereof;	Rooftop Solar PV System must be equipped with a grid frequency synchronization device. Every time the generating station is synchronized to the electricity system. It shall not cause voltage fluctuation greater than +/- 5% at point of connection
Voltage	IEEE 519 CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013 and Subsequent amendments thereof;	The voltage operating window should minimize nuisance tripping and should be under operating range of 80% to 110% of the nominal connected voltage. Beyond a clearing time of 2 sec the Rooftop Solar PV System must isolate itself from the grid
Flicker	IEEE 519 CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013 and Subsequent amendments thereof;	Operation of Rooftop Solar PV System should not cause voltage flicker in excess of the limits stated in IEC 61000 standards or other equivalent Indian standards, if any
Frequency	IEEE 519 CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013 and Subsequent amendments thereof;	When the Distribution system frequency deviates outside the specified conditions (50.5 Hz on upper side and 47.5 Hz on lower side), There should be over and under frequency trip functions with a clearing time of 0.2 sec
DC injection	IEEE 519 CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013 and Subsequent amendments thereof;	Rooftop Solar PV System should not inject DC power more than 0.5% of full rated output at the interconnection point or 1% of rated inverter output current into distribution system under any operating conditions.
Power factor	IEEE 519 CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013 and Subsequent amendments thereof;	While the output of the inverter is greater than 50%, a lagging power factor of greater than 0.9 should operate
Islanding and Disconnection	IEEE 519 CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations	The Rooftop Solar PV System in the event of fault, voltage or frequency variations must island/disconnect itself within IEC standard on



Parameter	Reference	Requirement
	2013 and Subsequent amendments thereof;	stipulated period.
Overload and Overheat	IEEE 519 CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013 and Subsequent amendments thereof;	The inverter should have the facility to automatically switch off in case of overload or overheating and should restart when normal conditions are restored.
Paralleling Device	IEEE 519 CEA (Technical Standards for Connectivity of the Distributed Generation Resources) Regulations 2013 and Subsequent amendments thereof;	Paralleling device of Rooftop Solar PV System shall be capable of withstanding 220% of the normal voltage at the interconnection point.



Annexure-V (A)

Inter connection agreement (Gross Metering Arrangement)

This Agreement is made and entered into at (location)on this (date)day of (month)yearbetween

The Eligible Consumer or third party owner, by the name ofowning or leasing or having commerce rights to the premises at (address)as first party

AND

Distribution Licensee (herein after called as Licensee) and represented by (Designation of office) and having its registered office at (address) as second party of the agreement

And whereas, the (Name of the Licensee) agrees to provide grid connectivity to the eligible consumer for injection of the electricity generated from his RSPV plant of capacity kW into the power system of Licensee and as per conditions of this agreement and net-metering regulations/orders issued by the Uttar Pradesh Electricity Regulatory Commission.

Both the parties hereby agree to as follows:

1. Eligibility

1.1. Eligibility for gross metering arrangement has been specified in the UPERC (Rooftop Solar PV Grid Interactive System Gross / Net Metering) Regulations, 2019 (hereinafter referred to as RSPV Regulations, 2019). Eligible consumer or third party owner is required to be aware, in advance, of the standards and conditions his system has to meet for being integrated into grid/distribution system.

2. Technical and Interconnection Requirements

2.1. The First Party agrees that his Rooftop Solar PV generation plant gross metering system will conform to the standards and requirements specified in these regulations and in the following Regulations and codes as amended from time to time.

- i. Central Electricity Authority (Technical Standards for connectivity of the Distributed Generating Resources) Regulations, 2013 and subsequent amendments thereof;
- ii. Central Electricity Authority (Installation and Operation of Meters) Regulation 2006 and subsequent amendments thereof;
- iii. Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010 and subsequent amendments thereof;
- iv. UPERC Electricity Grid Code, 2007 and subsequent amendments thereof;
- v. UPERC (Grant of Connectivity to intra-State Transmission System) Regulations, 2010 and subsequent amendments thereof to the extent specified in the UPERC RSPV Regulations, 2019;
- vi. UPERC Supply Code Regulations 2005 and subsequent amendments thereof;
- vii. Any other provisions applicable to the electricity consumer of the Distribution Licensee.

2.2. First Party agrees that he has installed or will install, prior to connection of Photovoltaic system to Licensee's distribution system, an isolation device (both automatic and inbuilt within inverter and external manual relays) and agrees for the Licensee to have access to and operation of this, if required and for repair & maintenance of the distribution system.

2.3 First Party agrees that in case of a power outage Licensee's system, photovoltaic system will disconnect/isolate automatically and his plant will not inject power into Licensee's distribution system.



- 2.4. All the equipment connected to distribution system shall be compliant with relevant International (IEEE/IEC) or Indian standards (BIS) and installations of electrical equipment must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010.
- 2.5. First Party agrees that Licensee will specify the interface/interconnection point and metering point.
- 2.6. First Party and Second Party agree to comply with the relevant CEA and UPERC Regulations in respect of operation and maintenance of the plant, drawing and diagrams, site responsibility schedule, harmonics, synchronization, voltage, frequency, flicker etc.
- 2.7. Due to Licensee's obligation to maintain a safe and reliable distribution system, First Party agrees that if it is determined by the Licensee that the respective owner's photovoltaic system either causes damage to and/or produces adverse effects affecting other consumers or Licensee's assets, First Party will have to disconnect photovoltaic system immediately from the distribution system upon direction from the Licensee and correct the problem at his own expense prior to a reconnection.

3. Clearances and Approvals

- 3.1. The First Party agrees to obtain all the necessary approvals and clearances (environmental and grid connection related) before connecting the photovoltaic system to the distribution system.

4. Access and Disconnection

- 4.1. Licensee shall have access to metering equipment and disconnecting means of the solar photovoltaic system, both automatic and manual, at all times.
- 4.2. In emergency or outage situation, where there is no access to the disconnecting means, both automatic and manual, such as a switch or breaker, Licensee may disconnect service to the premises of the eligible consumer.

5. Liabilities

- 5.1. Eligible consumer and Licensee will indemnify each other for damages or adverse effects from either party's negligence or intentional misconduct in the connection and operation of photovoltaic system or Licensee's distribution system.
- 5.2. Licensee and eligible consumer will not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for indirect, consequential, incidental or special damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise.
- 5.3. Licensee shall not be liable for delivery or realization by eligible consumer for any fiscal or other incentive provided by the Central/State Government beyond the scope specified by the Commission in its relevant Order
- 5.4. The Licensee may consider the quantum of electricity generation from the Rooftop Solar PV system towards RPO.

6. Commercial Settlement

- 6.1. All the commercial settlement under this agreement shall follow the RSPV Regulations, 2019 issued by the UPERC.

7. Connection Costs

- 7.1. The First Party shall bear all costs related to setting up of photovoltaic system including metering and interconnection costs. The First Party agrees to pay the actual cost of modifications and upgrades to the service line required to connect photovoltaic system to the grid in case it is required.

8. Termination

- 8.1. The First Party can terminate agreement at any time by providing Licensee with 90 days prior notice.
- 8.2. Licensee has the right to terminate Agreement on 30 days prior written notice, if First Party commits breach of any of the term of this Agreement and does not remedy the breach within 30 days of receiving written notice from Licensee of the breach.



8.3. First Party shall upon termination of this Agreement, disconnect the photovoltaic system from Licensee's distribution system in a timely manner and to Licensee's satisfaction.

In witness, whereof, Mr. for and on behalf of (Eligible consumer or third party owner) and Mr. for and on behalf of (Licensee) sign this agreement in two originals.

Eligible Consumer/ Third Party

Name

Address

Service connection No.

Distribution Licensee

Name

Designation

Office Address



Annexure-V (B)

Inter connection agreement (Net Metering Arrangement)

This Agreement is made and entered into at (location)on this (date)day of (month)yearbetween

The Eligible Consumer(s) by the name ofhaving or leasing the premises at (address)as first party

AND

Distribution Licensee (herein after called as Licensee) and represented by (Designation of office) and having its registered office at (address) as second party of the agreement

And whereas, the (Name of the Licensee) agrees to provide grid connectivity to the eligible consumer for injection of the electricity generated from his RSPV plant of capacity kW into the power system of Licensee and as per conditions of this agreement and net-metering regulations/orders issued by the Uttar Pradesh Electricity Regulatory Commission.

Both the parties hereby agree to as follows:

1. Eligibility

1.1. Eligibility for net-metering has been specified in the UPERC (Rooftop Solar PV Grid Interactive System Gross / Net Metering) Regulations, 2019 (hereinafter referred to as RSPV Regulations, 2019). Eligible consumer is required to be aware, in advance, of the standards and conditions his system has to meet for being integrated into grid/distribution system.

2. Technical and Interconnection Requirements

2.1. The eligible consumer agrees that his Rooftop Solar PV generation plant and net metering system will conform to the standards and requirements specified in these regulations and in the following Regulations and codes as amended from time to time.

- i. Central Electricity Authority (Technical Standards for connectivity of the Distributed Generating Resources) Regulations, 2013 and subsequent amendments thereof;
- ii. Central Electricity Authority (Installation and Operation of Meters) Regulation 2006 and subsequent amendments thereof;
- iii. Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010 and subsequent amendments thereof;
- iv. UPERC Electricity Grid Code, 2007 and subsequent amendments thereof;
- v. UPERC (Grant of Connectivity to intra-State Transmission System) Regulations, 2010 and subsequent amendments thereof to the extent specified in the UPERC RSPV Regulations, 2019;
- vi. UPERC Supply Code Regulations 2005 and subsequent amendments thereof;
- vii. Any other provisions applicable to the electricity consumer of the Distribution Licensee.

2.2. Eligible consumer agrees that he has installed or will install, prior to connection of Photovoltaic system to Licensee's distribution system, an isolation device (both automatic and inbuilt within inverter and external manual relays) and agrees for the Licensee to have access to and operation of this, if required and for repair & maintenance of the distribution system.

2.3 Eligible consumer agrees that in case of a power outage on Licensee's system, photovoltaic system will disconnect/isolate automatically and his plant will not inject power into Licensee's distribution system.



- 2.4 All the equipment connected to distribution system shall be compliant with relevant International (IEEE/IEC) or Indian standards (BIS) and installations of electrical equipment must comply with Central Electricity Authority (Measures of Safety and Electricity Supply) Regulations, 2010.
- 2.5. Eligible consumer agrees that Licensee will specify the interface/interconnection point and metering point.
- 2.6. Eligible consumer and Licensee agree to comply with the relevant CEA and UPERC Regulations in respect of operation and maintenance of the plant, drawing and diagrams, site responsibility schedule, harmonics, synchronization, voltage, frequency, flicker etc.
- 2.7. Due to Licensee's obligation to maintain a safe and reliable distribution system, eligible consumer agrees that if it is determined by the Licensee that eligible consumer's photovoltaic system either causes damage to and/or produces adverse effects affecting other consumers or Licensee's assets, eligible consumer will have to disconnect photovoltaic system immediately from the distribution system upon direction from the Licensee and correct the problem at his own expense prior to a reconnection.

3. Clearances and Approvals

- 3.1. The eligible consumer agrees to obtain all the necessary approvals and clearances (environmental and grid connection related) before connecting the photovoltaic system to the distribution system.

4. Access and Disconnection

- 4.1. Licensee shall have access to metering equipment and disconnecting means of the solar photovoltaic system, both automatic and manual, at all times.
- 4.2. In emergency or outage situation, where there is no access to the disconnecting means, both automatic and manual, such as a switch or breaker, Licensee may disconnect service to the premises of the eligible consumer.

5. Liabilities

- 5.1. Eligible consumer and Licensee will indemnify each other for damages or adverse effects from either party's negligence or intentional misconduct in the connection and operation of photovoltaic system or Licensee's distribution system.
- 5.2. Licensee and eligible consumer will not be liable to each other for any loss of profits or revenues, business interruption losses, loss of contract or loss of goodwill, or for indirect, consequential, incidental or special damages, including, but not limited to, punitive or exemplary damages, whether any of the said liability, loss or damages arise in contract, or otherwise.
- 5.3. Licensee shall not be liable for delivery or realization by eligible consumer for any fiscal or other incentive provided by the Central/State Government beyond the scope specified by the Commission in its relevant Order
- 5.4. The Licensee may consider the quantum of electricity generation from the Rooftop Solar PV system towards RPO.

6. Commercial Settlement

- 6.1. All the commercial settlement under this agreement shall follow the RSPV Regulations, 2019 issued by the UPERC.

7. Connection Costs

- 7.1. The eligible consumer shall bear all costs related to setting up of photovoltaic system including metering and interconnection costs. The eligible consumer agrees to pay the actual cost of modifications and upgrades to the service line required to connect photovoltaic system to the grid in case it is required.

8. Termination

- 8.1. The eligible consumer can terminate agreement at any time by providing Licensee with 90 days prior notice.



- 8.2. Licensee has the right to terminate Agreement on 30 days prior written notice, if eligible consumer commits breach of any of the term of this Agreement and does not remedy the breach within 30 days of receiving written notice from Licensee of the breach.
- 8.3. Eligible consumer shall upon termination of this Agreement, disconnect the photovoltaic system from Licensee's distribution system in a timely manner and to Licensee's satisfaction.

In witness, whereof, Mr. for and on behalf of (Eligible consumer) and Mr. for and on behalf of (Licensee) sign this agreement in two originals.

Eligible Consumer

Name
Address
Service connection No.

Distribution Licensee

Name
Designation
Office Address

*Uttar Pradesh Solar Energy
Policy-2017*

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Uttar Pradesh Solar Energy Policy -2017

Preamble :

India is a tropical country, which receives adequate solar radiation for 300 days. However, solar power has not been able to contribute to a significant share in the Indian energy mix. The Power generation capacity through Solar PV systems in country stands at 12500megawatt (as of April, 2017) of the total 329000Megawatt capacity installed in the country. The market for solar power is, however, set to grow significantly due to improved economics of solar projects and rise in the prices of the fossil fuels. Power generation from solar energy will receive promotion in the light of Government of India's commitment to generate 40% of the country's electric power from renewable sources by year 2030 and which includes targeted generation of 100000megawatt from solar power by year 2022, of which 40000megawatt is to be achieved through installation of solar rooftop projects. Additionally, the amendment in the National Tariff Policy in 2016 also targets to achieve 8% contribution from solar energy in the total state mix (excluding generation of hydro power) by year 2021.

To achieve a sustainable development route that provides for advancement in economic as well as environmental objectives, the Government of Uttar Pradesh is determined and is taking necessary steps to encourage the generation based on renewable energy sources. The State has a Solar energy potential of 22300megawatt capacity, which the State intends to harness to meet the energy requirements of the State and to achieve Solar Power generation target fixed by Ministry of New and Renewable Energy(MNRE) ,Government of India of 10700 megawatt.(inclusive of target of 4300 megawatt fixed for Solar Rooftop projects).

The State Government targets to meet the supply and demand of energy and to provide 24 hours electricity supply to rural and urban households by year 2018-19. A complete transformation of power sector scenario in Uttar Pradesh including tapping huge solar energy potential is required for attaining such an ambitious target. Additionally, solar energy deployment in the state will also attract investments creating many jobs in the state. The solar industry provides both one-time jobs during pre-commissioning/ construction phase and regular operations and maintenance positions over the life of the project. Investments in the solar industry as well as domestic manufacturing of solar panels will help create direct and indirect employment opportunities in both skilled and unskilled sector.

Thus, keeping in view vast potential of solar power in the state and to improve the power availability, the Government is keen in establishing solar energy based power plants in the state. To achieve this objective, State Government of Uttar Pradesh hereby declares and adopts **Solar Power Policy, 2017**.

2. Title

This policy shall be known as “**The Uttar Pradesh Solar Power Policy 2017**”.

3. Objectives

- (i) Encourage participation of Private Sector and provide investment opportunities to set up solar power projects in the state.
- (ii) Support in providing environment friendly and affordable Power for All.
- (iii) Promote Research &Development, innovations and skill development in the State

- (iv) Achieve target of 8% Solar Renewable Purchase Obligation (Solar RPO) by 2022.

4. Operative Period

This policy shall come into operation from date of issuance and shall remain in operation for a period of five (5) years or till the Government notifies the new policy whichever is earlier.

The Solar Power Projects (SPPs) that are taken up during the operative period shall continue to be eligible for the incentives declared under this policy, for the period as envisaged in this policy wherever the period is not mentioned for the entire useful life of the project.

5. Applicability of the Policy

Solar Power Policy shall be applicable for the following solar projects set up within the state.

5.1 Utility Scale Solar Power Projects (SPPs)

Utility scale grid-connected solar power projects based on both Photo Voltaic (PV) as well as Solar Thermal technologies in which the following projects will be included:

- Projects set up for sale of power to Uttar Pradesh Electricity Distribution company
- Projects set up for sale of power to third parties within the State or outside the State
- Projects set up for 100% captive use/ Group captive use or to sell part generation to Electricity Distribution Company or Third party.

5.2 Solar Rooftop Projects

State shall encourage the development of solar rooftop projects to meet the target of 4300MW capacity fixed for the State by Ministry of New and Renewable Energy, Government of India by year 2022.

5.3 Off-Grid Applications:

- Solar Street Lights
- Solar powered agricultural pump sets
- Any other off grid solar product.

6. Regulatory Framework

The Electricity Act 2003, as amended from time to time, authorizes the State Electricity Regulatory Commission, to adopt tariffs received of Renewable energy through competitive bidding route, to issue regulations pertaining to renewable power purchase obligation (RPO), and fix charges for wheeling, transmission and distribution of electricity.

7. Policy Targets

The State Government will endeavor to achieve 8% of total electricity consumption from solar energy (as defined in the Tariff Policy). For attaining this, installation of 10700 megawatt capacity of solar power is targeted till 2022 of which 4300megawatt capacity will be achieved through installation of Rooftop Solar Power Plant.

8. Implementation Plan:

The State shall encourage implementation of the Solar Power Projects under the categories as mentioned below

8.1 Utility scale Grid-Connected Solar Projects

During the operative period of the policy targeted capacity for Utility Scale Grid connected solar power projects will be 6400 megawatt. Keeping in view the Renewable Purchase Obligation, UPPCL through its Discoms will try to purchase as much as possible solar energy. As per the present estimated Renewable Purchase Obligation (RPO), UPPCL through its Discoms will purchase 100 % solar power generated from first 2000 megawatt capacity of solar projects and these solar projects will be provided “must run status”. Thereafter as per UPPCL/SLDC scheduling of solar power projects will be done on merit order basis. This arrangement will be subject to Grid safety and Grid stability. In case of increase in Renewable Purchase obligation then as per Grid capacity, 100% generated solar power may be purchased from projects of more capacity. These projects will be provided “must run status”.

8.1.1 Category-1 Solar Park:

State Government will promote the development of integrated solar parks for utilizing waste lands in the State for generation of power. To encourage private participation in development of Solar Parks, project developers will be provided “plug and play” options in Solar Parks being set up. Solar Parks of minimum size 100 MW capacity will be set up on contiguous lands. Minimum capacity stipulated for development of Solar parks will be subject to minimum capacity size fixed for development of Solar Park by Ministry of New and Renewable Energy (MNRE), Government of India for providing Central Financial Assistance (CFA).

Green Energy corridor will be developed with financial assistance from Government of India to facilitate evacuation of power from solar projects being set up in solar parks. Financial assistance will be sought from Government of India for development of Green Energy corridor and until the limit financial assistance is received from Government of India remaining amount will be obtained by Solar Park developer in the form of connectivity charges per annum per megawatt for the useful life of the Solar Plant.

The solar parks will be set up as following:-

A. Public Sector Solar Parks:

The State Government shall promote the development of solar parks and keeping in view the land availability potential mega solar Park will be set up in Bundelkhand region.

State Government will support development of Solar Parks under any of the following modes

A.1 Solar Parks developed and managed by Central/ State Government Public Sector Undertaking (PSU) or a Special Purpose Vehicle (SPV) of the State Government

A.2 Solar Parks developed and managed by Lucknow Solar Power Development Corporation Limited, a joint venture company formed between U.P New and Renewable Energy Development Agency and Solar Energy Corporation of India (SECI) .

A.3 Solar Parks developed and managed by Solar Energy Corporation of India (SECI) on behalf of State Government on mutually agreed terms.

Government of U.P will provide the following Incentives on development of Solar Parks:-

- (i) Land on lease or Right to use basis for development of Solar Park.
- (ii) Connectivity of Solar Park to the nearest transmission Substation.
- (iii) Support for strengthening of Grid network
- (iv) Uttar Pradesh Power Corporation / Electricity Distribution Company to offer purchase of 100 % power generated from solar park out of which at least 50% of generated power will have to be mandatorily sold to UPPCL/Distribution Licensee.

Location of the Solar Park shall be finalized in consultation with State Transmission utility to optimize the cost of transmission. Allocation of the Solar Power Projects inside the Solar Park will be done through competitive bidding as per guidelines of Ministry of New and Renewable Energy (MNRE), Government of India .

B Private Sector Solar Parks

Development of Solar Parks by private companies shall be promoted in the State.

Government of U.P will provide the following Incentives for development of Solar Parks in private sector:

- (i) Support for strengthening of Grid network
- (ii) Uttar Pradesh Power Corporation / Electricity Distribution Company to offer purchase of 100 % power generated from solar park.
- (iii) full sale to third party allowed.

8.1.2 Category-2 Large scale stand-alone solar projects set up for sale of power to Distribution Licensee:

UPNEDA will be the nodal agency for setting up of Solar Power of this category. Minimum capacity of these projects at one location will be 05megawatt .Solar Power Projects will be awarded through competitive bidding process as per Ministry of New and Renewable Energy (MNRE), Government of India guidelines.

Incentives:

1. For grid connectivity of Solar projects of capacity 5 MW and above proposed to be set up in Bundelkhand and Purvanchal region, State Government will bear the cost for construction of maximum transmission line length as follows:-

For 05 to 10 Megawatt capacity-10 Kilometer

For >10 megawatt to 50 megawatt capacity -15 Kilometer

For >50 megawatt capacity - 20 Kilometer.

Project Developer will bear the remaining cost for construction of transmission line, bay and substation. This incentive will be available only in case of construction of transmission line and bay by State Transmission Utility (STU)/Electricity Distribution company.

Other charges will be applicable as per the UP Electricity Regulatory Commission (UPERC) regulations, as amended from time to time.

2. Power Pooling arrangement will be allowed in case of small capacity projects.

8.1.3 Category-3 Large scale solar power projects set up on canals/lake for sale of solar power to Distribution Licensee:

Keeping in view the potential for installation of Solar Power Projects on canals, solar power projects will be setup on canals identified by Irrigation department. Allocation of solar Power Projects will be through competitive bidding as per Ministry of New and Renewable Energy (MNRE), Government of India guidelines.

8.1.4 Category-4 Large scale stand-alone solar projects set up for sale of power to Third party or Captive use:

Projects may be set up by the developers with the intention to sell power to third party or for 100% captive use or part captive use and sell part generation to third party or Electricity distribution Company.

- (i) Exemption of 50 % on wheeling charges/transmission charges on Intrastate Sale of Power to third party or in case of Captive use. This exemption will be applicable as per technical feasibility and U.P. Electricity Regulatory Commission (UPERC) regulations, as amended from time to time. Distribution/Transmission losses and cross subsidy surcharge will be applicable as per U.P. Electricity Regulatory Commission (UPERC) regulations, as amended from time to time.

- (ii) As Uttar Pradesh is a power importing State cross subsidy surcharge and wheeling charges/Transmission charges will be exempted 100 % for Intrastate Transmission system on Interstate sale of solar power
- (iii) Metering for sale of solar power shall be done at STU/Distribution licensee substation end.

8.2 Grid-Connected Solar Rooftop Projects:

As per Rooftop Solar PV Grid Interactive systems Gross/Net Metering Regulations,2015 issued by UPERC and amended from time to time implementation of the grid connected rooftop solar photovoltaic power plants systems in State shall be encouraged through following arrangements

8.2.1 Implementation Arrangement:

a) Net Metering:

In this arrangement energy generated from Rooftop solar Photovoltaic Power Plant installed at eligible Consumers premises is consumed by the consumer and surplus electricity, if any, is delivered to the Discom after off-setting the electricity supplied by the Discom during the applicable billing period .

b) Gross Metering:

In this arrangement energy in a system is measured under which entire energy generated from a rooftop Solar PV system installed at eligible consumer premises is delivered to the distribution system of the licensee.

8.2.2 Implementation Plan:

8.2.2.1 Government/Semi Government/Public Institutions:

- i) The Government of Uttar Pradesh shall promote deployment of rooftop solar photovoltaic plants for captive/self-consumption on the offices of the government organizations/Semi Government organizations/State government owned or aided institutions under Net metering mechanism. Installation of Rooftop solar photovoltaic plants through third party (RESCO mode) {Renewable Energy Supply Company} will be encouraged in these organizations .In this arrangement power purchase agreement between consumer and Third Party and Net-Metering interconnection agreement between consumer and electricity distribution company will be executed .

- (ii) The State shall endeavor to participate and avail benefits under the MNRE's scheme on Grid Connected Rooftop and Small Power Plants Programme. Further, the State shall take active part in the Ministry of New and Renewable Energy (MNRE) scheme on implementation of rooftop solar power plants on the roofs of the State Government department and State Public Sector Units namely 'Achievement-Linked Incentive' for Government Sector or any other incentive available under any Government scheme from time to time.

- (iii) All the public institutions such as government owned or aided hospitals, research institutions, educational institutions, hostels & training institutions, libraries, establishments of Indian railways, in the State, such as ticket reservation center, Railway stations, research and development organization, rest houses, holiday homes, inspection

houses etc those who come under the government ambit shall endeavor to install grid connected rooftop solar photovoltaic power plant and generates & consume some percentage of their annual electricity consumption from such plant. Capacity of Grid connected rooftop solar photovoltaic power plant to be installed will be as UPERC RSPV Regulations 2015.

- (iv) Nodal Agency, UPNEDA will play an active role in collection of demand for installation of Grid connected Solar Rooftop Power Plants from Government departments. UPNEDA will finalize model contract conditions, Standard PPA's and carry out competitive bidding for discovery of tariff and selection of RESCO's for implementation of Grid connected Solar Rooftop projects on Government buildings.

- (v) State Government may make budgetary provisions for providing payment security in case any State Government, Semi Government, Government aided organizations ,Government owned corporations and statutory bodies etc decides to implement Solar Rooftop project through RESCO. However depending on the response generated some budgetary support may also be provided by Government of U.P. for installation of Rooftop Solar Power Plants in State Government, Semi Government, and Government aided organizations and corporations.

8.2.2.2 Residential & Private Institutions:

The Government of Uttar Pradesh shall encourage installation of suitable capacity Grid connected rooftop solar power plant by Residential buildings, Commercial and Industrial units on the roof of their premises/area, the regulations as notified by Uttar Pradesh Electricity Regulatory Commission from time to time.

8.2.3 Incentives :

The following incentives shall be available to the Grid connected Rooftop Solar PV Plants implemented by the eligible entities, as applicable, during the Operative Period of the policy.

- (i) To promote large scale installation of Grid connected Rooftop systems under Net-Metering arrangement in private residential sectors in addition to central financial assistance available from Government of India , State Government will provide subsidy of Rs 15000/KW to a maximum limit of subsidy Rs 30000/- per consumer on first come first basis for the first 100 MW applications submitted online to UPNEDA. Subsidy will be disbursed to beneficiary after successful installation and commissioning of Rooftop solar systems with net metering and submission of all documents to the State Nodal agency (UPNEDA). In case the project installation is delayed for more than 6 months, the subsidy shall be withdrawn by UPNEDA. This subsidy will be in addition to any Central Financial Assistance available from Ministry of New and Renewable Energy, Government of India which would be dispersed by State Nodal Agency.

- (ii) The height of the module structure of rooftop solar panels, will not be considered additional in computing the total height of the building as permitted under building bye laws. In case of installation of solar rooftop project, no additional permission will be required from the local development authorities/local bodies on this account.
- (iii) In case of multi storied buildings, residential colonies, commercial buildings, etc, Solar Rooftop Systems could be located at common facility area; the same could supply to the bulk power connection or connection for common facilities therein, and, in other cases, without hindering or encroaching upon the lawful rights of the other occupants.
- (iv) Grid connected Solar Power Plants of capacity up to 10 kW, will be exempted from the inspection by the State Electrical Inspector.

8.2.4 Metering Arrangement, Evacuation Voltage & Interconnection with the distribution system:

Metering arrangement, evacuation voltage of electricity generated from Solar Power Plants and interconnection of the Rooftop Solar Power Plant with the network of the distribution licensee will be as per UPERC RSPV Regulations 2015 and as amended from time to time.

8.3 Other Off-Grid Applications:

Installation of Off Grid applications like Solar Street Lights and Solar Water Pumps for irrigation purpose on subsidy in State will be encouraged. Government of UP will encourage off grid applications in rural areas of the State .State Government will review from time to time and take appropriate decision in regard to subsidy. Government of U.P. has declared “Mini grid Policy U.P. -2016” which is annexed with this policy which may be reviewed by State Government as required from time to time.

9. Ease of doing Business-Enabling Provisions:

The State Government with the objective to encourage Solar Power generation in the State will make following provisions to facilitate the installation of Solar Power Projects. However to avail these facilities the project developer has to ensure the installation of project within the time limit stipulated in the PPA or within a maximum period of 2 years from the date of application whichever is earlier, failing which the provisions under this policy will automatically stand cancelled. The following provisions will be applicable as such in place for Solar Power Projects (SPP) and solar parks.

(i) Single Window Clearance System:

The nodal agency will implement online single window clearance system for all Solar Power Projects.

(ii) Energy Banking:

Banking of energy in every financial year shall be permitted, subject to verification by the officials of the concerned State Distribution Company as per banking provisions of UPERC CRE Regulations 2014 and as amended from time to time.

(iii) Electricity Duty

Electricity duty for ten years shall be exempted for sale to Distribution licensee, captive/Group captive consumption and third party sale in respect of all solar projects set up within the state.

10. Incentives available from Government of India :

Various incentives allowed by Ministry of New and Renewable Energy (MNRE) for solar projects like exemption in excise duty and concession in customs duty shall be allowed to the project developer.

11. Empowered Committee

To resolve key bottlenecks in implementation of this policy and resolve any other Inter departmental issues that may arise from time to time, an Empowered committee will be constituted under the chairmanship of the Chief Secretary of the State. The committee will have the following members:-

Chief Secretary	-Chairman
Infrastructure & Industrial Development Commissioner	-Member
Additional Chief Secretary/ Principal Secretary Energy	-Member
Secretary /Principal Secretary, Additional Sources of Energy	-Member
Secretary /Principal Secretary, Finance	-Member
Secretary /Principal Secretary, Planning	-Member
Secretary /Principal Secretary, Revenue	-Member
Secretary /Principal Secretary, Housing	-Member
Managing Director, UPPTCL	-Member
Managing Director, Concerned DISCOM	-Member
Director, UPNEDA – Secretary	-Member

12 Nodal Agency

Uttar Pradesh New and Renewable Energy Development Agency (UPNEDA) will be the nodal agency for implementation of this policy. Strengthening and extension of Nodal agency will be done.

12.1 Role of Nodal Agency:

undertake the activities to achieve the objectives of the policy. The Nodal Agency will facilitate and assist the project developers and

12.1.1 Bidding of Projects:

The Nodal agency will be responsible for carrying out all the tasks related to bidding process for Solar Power Projects in the state.

12.1.1.2. For utility scale Solar Energy Projects Government of U.P. shall provide funds for activities like hiring of consultants for Bid process management, Outsourcing of single window system and other incentives to be made available directly under this policy or on any other activity or works which are required for implementation of Solar Policy in the State.

12.1.1.3For projects being set up under other departmental budgets, concerned departments will bear the cost related to feasibility report preparation and bid process management. Nodal Agency may charge a nominal facilitation charge for providing this service.

12.1.2 Facilitation for Government Land/Space

Facilitate allotment of suitable land/space in control of State Government or its agencies.

12.1.3 Coordination with other Departments.

For arranging right of way, if any, water supply and connecting infrastructure like roads etc Nodal agency will coordinate with other Government departments for expediting the setting up of Solar Projects.

12.1.4 Training

Develop appropriate skilled manpower by tying up with training and educational institutions.

12.1.5 Formulating of Subsidy Scheme available to installation of Rooftop Solar Power Plants in Residential Sector

Nodal Agency shall formulate scheme to provide for State subsidy as mentioned in Para 8.2.3(i).

13 R&D Activities

To promote awareness amongst researchers and to assist private sector in solving key issues related to reliability, adaptability of technology for Indian conditions with special reference to Uttar Pradesh ,the State Government shall set up Solar Research &Development, testing and standardization facility in two institutes/universities in UP.

14 Skill Development and Capacity Building:

To achieve the target of 100000 megawatt capacity of solar set by Government of India a large number of solar energy professionals will be required in the entire country and in the State. The Government of UP, through UPNEDA shall design training programs in association with National Institute of Solar Energy (NISE) to train electricians, mechanical

& civil experts on solar. Various skill development programs will be designed by UPNEDA and NISE and subsequently training will be imparted across the state. 10000 Suryamitra's will be prepared through these training programmes. Skills will be developed across segments including – installation, operation and maintenance of solar projects, testing of solar products, solar resource assessment, etc. UPNEDA will provide certifications under these development programs.

15 Benefits Related to other Departments of Government of U.P.

- (i) Solar Power Plants set up for generation of electricity from Solar Energy will be accorded the status of “Industry” for the following special purpose:-
 - (a) No objection to be provided at the level of Commissioner on purchase of land more than 5.058 hectare under land ceiling by Project developer in interest of Public to set up Solar Power Plants for generation of electricity .
 - (b) 100 % exemption on chargeable stamp duty on setting up Solar Energy units in entire State of Uttar Pradesh
 - (c) Exemption from electricity duty for 10 years .
- (ii) Solar PV projects shall be exempted from obtaining Environmental clearance.

- (iii) Grid connected Solar PV Projects will be exempted from obtaining any NOC/ Consent for establishment and operation under pollution control laws from U.P. Pollution Control Board.

16. Concession in Electricity Tariff on setting up Industry in Bundelkhand Region:

Keeping in view the suitability of Bundelkhand region of the State for generation of power from Solar, it is expected that majority of the projects will be set up in this region. With the objective to reduce the transmission cost on transmission of generated Solar Power to other parts of the State such that the generated solar power is consumed in Bundelkhand region itself and for generation of employment in this region, industries that will be set up in this Bundelkhand region will be supplied with conventional power on concessional tariff.

17. Power to amend & interpret the policy

Government of UP will have power to amend/ review/relax/interpret any of the provisions under this policy as and when required.

MINI GRID POLICY UTTAR PRADESH 2016

1. PREAMBLE

Electric power and its easy availability is an established benchmark of development and an essential prerequisite for prosperity. No major economic activity can be sustained without adequate and reliable source of power.

In view of the fact that the conventional sources of energy are fast depleting and pose a threat of environment pollution too, the challenge before the State Government is not only to meet the ever growing demand for power but also to progressively increase the share of renewable energy sources in the power-mix so as to achieve overall energy security

The State of Uttar Pradesh is endowed with vast potential of solar and bio/biomass power and the Government is making efforts to tap these resources to improve the availability of power in the State by promoting renewable power projects. As a result of sustained efforts made under the rural electrification programme, only a few census villages remain unelectrified in the State. However, a large number of rural households are still deprived of electricity. Such households can be electrified through mini-grid from locally available renewable energy sources by decentralised power generation. A comprehensive policy framework is an imperative requirement to realize this goal. Therefore, the Government of Uttar Pradesh adopts and announces the Mini-grid Policy-2016 as under:

2. Objectives-

1. To promote decentralized generation of clean & green power by harnessing renewable energy e.g. Solar, Biomass etc in the State.
2. To put in place a conducive investment climate to stimulate private sector participation in decentralized generation of renewable power.
3. To provide ensured power supply to nearly 02 crore households in the State to meet the minimum household needs of power e.g. lighting, fan, mobile charging etc.
4. To reduce the investments required for development of long distance transmission lines and to reduce the line losses in power transmission resulting due to commonly low demand of electrical power in rural areas.

5. To spread environmental awareness among the general public.
6. To enhance skills and create employment opportunities at local level.
7. To promote establishment of local manufacturing facilities and socio-economic development of backward areas.
8. To build capacity in the State to initiate and sustain, use and effective management of newer technologies.
9. To make available clean and sustainable electrical power to large number of domestic, agriculture and commercial establishments which are deprived of conventional grid.
10. To reduce the consumption of fossil fuels.

3. Area of Operation

Mini-Grid projects shall be installed in un-electrified habitations/hamlets and in contiguous undeveloped and backward rural/urban areas deprived of conventional grid or with relatively less supply of electricity.

4. Operative Period

This Mini-Grid Power policy shall come into effect from date of its issuance and shall remain valid until superseded or modified for a period of 10 years which ever is earlier. Mini grid projects approved during the operative period alone shall be eligible for incentives declared under this policy.

5. Mini Grid Projects

5.1 Project Capacity:

Mini-Grid Projects of maximum capacity 500 kW shall be installed to electrify the households of villages/ habitations/ hamlets which are un-electrified or are having unavailability of power in peak demand hours .

6. Implementation Plan

Presently, private developers are setting up minigrid power projects in the State without the State subsidy. However, the implementation of such projects in the remote and economically weaker areas having poor infrastructural facilities, would need the support of the State subsidy. Therefore, the Mini-Grid Power Policy envisages the implementation of the Mini-Grid Projects in the following manners -

6.1 With State Government subsidy :

- 6.1.1 Project shall be installed in villages/Majras identified by UPNEDA/State Govt through the private developers.
- 6.1.2 As per the budget available from State govt. projects shall be installed and 30 % subsidy shall be provided.
- 6.1.3 Projects shall be established on Built Own Operate & Maintain (BOOM) basis and 10 years mandatory operation & maintenance shall be done by the developer.

6.1.4 Subsidy shall be provided by determination of VGF standard through Standard Bidding Document.

6.1.5 Restrictions:

6.1.5.1 The Land will be arranged by the Developers for the sanctioned Projects.

6.1.5.2 Mandatory daily 3 hours in the morning and 5 hours in the evening total at least 8 hours supply of electricity to all willing houses in the project area, as per their domestic demand.

6.1.5.3 Daily 6 hours supply of electricity for other production and commercial needs.

6.1.5.4 Remaining energy may be supplied to the other consumers by the developers.

6.1.5.5 Electricity Tariff: Developer will charge Rs. 50/- per month for load of 30 Watt, Rs.150/- per month for load upto 100 Watt for 8 hours of daily electricity supply and for the load more than 100 Watt tariff will be on mutual consent between consumers and developer..

6.1.5.6 Developer shall make the Electricity Distribution system as per the guidelines of Central Electricity Authority and UPPCL and Electrical safety & Security standards.

6.1.5.7 Developer shall get the benefits of incentives provided in Industrial Policy to other Infrastructural related support.

6.2 Self identified Projects by the Developers without State Govt subsidy:

No subsidy shall be provided on the Self identified Projects by the developers. Developer shall manage the arrangement of self owned land finance for establishment mini grid projects.

6.2.1 Distribution of generated energy:

Developer shall fulfil the energy needs for domestic use of willing families, agriculture works and small commercial establishments e.g. flour mills, shops, schools, hospitals, telephone towers, petrol pumps etc.

6.2.2 Distribution of energy by the developer will not be restricted.

6.2.3 Electricity Tariff:

Developer will be allowed to charge tariff from consumers on mutual consent basis.

6.2.4 Projects without subsidy shall also be eligible for the benefits of other Infrastructural related support, incentives provided in Industrial Policy and exit process in case of conventional grid access.

7.0 Exit process on the access of conventional grid in the villages/majras of the project.

The villages covered under the installed project shall be considered as last mile stone infrastructure and on the access of conventional grid following two exit procedures will be followed:

7.1 The energy generated from the plant will be received in the grid by DISCOM at the tariff decided by Uttar Pradesh Electricity Regulatory Commission/

tariff decided on mutual consent. Project developer will be given priority for authorisation as a franchisee by Discom

- 7.2 Based on the cost benefit analysis of the installed project, the project will be transferred to the DISCOM at the cost determined on mutual consent between DISCOM and developer by the estimation of cost / profit loss of the project installed by the developer.

8. Period of implementation of Mini Grid Projects:

The sanctioned projects based on solar energy shall be completed within 6 months, Biomass /Biogas based projects within 9 months, wind energy and small hydro power projects within 01 year. 6 months time extension may be granted for delay due to actual/natural reasons at various levels.

9. Restrictions for the use of fossil fuel:

Use of fossil fuel e.g. coal, gas, lignite, Kerosene, wood etc shall be prohibited in solar thermal based projects. In Biomass based projects use of fossil fuel will be permissible as per the standard of Govt. of India. In absence of requisite solar energy, the Genset can be used to charge the battery bank etc in Solar Photovoltaic Plants. However compliance of environmental standards shall be ensured.

10. Operation of Projects:

Developers/ Cooperative institutions/Community institutions will have sufficient technical skilled man power to ensure the installation, operation & maintenance of project and impart training as per the standards and specifications of State Govt. and Govt of India.

11. Single Window Clearance:

UPNEDA will act as the Nodal Agency for Single window clearance for all Mini Grid Projects which include the task related to issuance and facilitation of desired Government orders, necessary sanctions/permissions, clearances, approvals, consent etc. in a time bound manner.

12. Role of Nodal Agency:

As per the objective of the policy, UPNEDA will provide following facilities for assistance to the project developers:

12.1 Other Infrastructure support:

Right of way if any, water supply and related infrastructure e.g. road, transmission lines or other facility will be provided by the District Magistrates of concerned districts.

12.2 Training:

Training of Users, operators of minigrid projects and other concerned, development of appropriate skilled man power by tying up with the concerned institution.

- 12.3 To ensure the online monitoring with facility of quarterly functionality report for the projects which are greater than 50 kW capacity and installed with Government subsidy.

- 12.4 Land use, environment and stamp duty related incentives will be provided to for the sanctioned projects under Uttar Pradesh State Industrial Policy,2012 of industries based on solar energy or renewable energy.

13. Monitoring:

Govt. of Uttar Pradesh, Department of Additional Energy Sources, UPNEDA shall ensure the monitoring of the projects.

13.1 High Level Committee

To oversee, monitor and resolve various issues arising out of this policy, an High Level Committee will be constituted under the chairmanship of the Chief Secretary of the State. The committee will have the following members:-

Chief Secretary	-Chairman
Infrastructure & Industrial Development Commissioner	- Member
Secretary /Principal Secretary, Additional Energy Sources	- Member
Secretary /Principal Secretary, Finance	- Member
Secretary /Principal Secretary, Planning	- Member
Secretary /Principal Secretary, Industry	- Member
Secretary /Principal Secretary, Revenue	- Member
Secretary /Principal Secretary, Energy	- Member
Managing Director, UPPCL	- Member
Managing Director, UPPTCL	- Member
Managing Director, Concerned DISCOM	- Member
Director, UPNEDA	- Member Secretary

13.2 FREQUENCY OF MEETINGS

The committee shall meet on a quarterly basis and also as and when required.

13.3 Functions of the High Level Committee

The committee will deliberate and decide on the following issues-

13.3.1 Permission of Targets and Subsidy for Projects:

Granting Approval of Annual Targets and subsidy amount for Mini-grid Projects.

13.3.2

13.3.3 Monitoring of single window:

Monitoring of working of single window system.

13.3.3 Coordination :

Resolve any other Inter departmental issues that may arise from time to time.

13.3.4 Other

Any other relevant matter.

HINDUSTAN PETROLEUM CORPORATION LIMITED

UNNAO LPG BOTTLING PLANT
PLOT B/8-14, ROAD NO. - 13, SITE II,
UPSIDC INDUSTRIAL AREA,
UNNAO - 209801



TENDER DOCUMENT
FOR

SUPPLY INSTALLATION AND COMMISSIONING OF 50 KW SOLAR PLANT

TO

NORTH CENTRAL LPG BUILDING, NEHRU ENCLAVE,
LUCKNOW

1.0 BRIEF SCOPE OF WORK:

Design, Engineering, procurement & supply, erection, commissioning of On-Grid and Off-Grid-Interactive Solar PV Power System along with Comprehensive Operation & Maintenance for 5 (Five)Years including supplying of spares and consumables from the Commissioning date(CoD) at North Central LPG Zone, Lucknow.

2.0 BQC-FINANCIAL:

Average Annual Financial Turnover during the last 3 years, ending with 31st March 2021 should be of minimum value as per Column (A) above table-1 against each of the schedule .Average turnover shall be determined by summing up the annual turnover of each of the 3 financial years and dividing the sum by three. In the event a bidder does not have any turnover in any one or two of the years of the stated Financial years, the turnover for that/those years shall be taken as zero and the average turnover shall be calculated to determine the conformity to the turnover criteria.

BQC-Technical:

*Similar Job shall mean that the bidder should have successfully designed, supplied, tested and commissioned a Grid Connected Ground Mounted or Roof Top Solar Photovoltaic plant under net metering policy or any other policy of the state or central government for evacuation of Solar PV energy to the grid during the last seven years ending on 31.03.2021, satisfying in any one of the minimum order value criteria of BQC-Technical as per Column (B or C or D) –

TABLE-1

BQO-Financial	BQO-Technical Criteria		
(A)	(B)	(C)	(D)
AVG. FINANCIAL TURN OF Rs 40 Lakhs or more OVER FOR LAST THREE FINANCIAL YEARS ENDING 31.03.21	SINGLE ORDER OF SIMILAR JOB COSTING MINIMUM VALUE OF Rs 80 Lakhs or more	TWO SIMILAR JOB EACH COSTING MINIMUM VALUE OF Rs 60 Lakhs or more	THREE SIMILAR JOB EACH COSTING MINIMUM VALUE OF Rs 40 Lakhs or more

- I. The bidder should have successfully designed, supplied, tested and commissioned a Grid Connected Ground Mounted or Roof Top Solar Photovoltaic plant under net metering policy or any other policy of the state or central government for evacuation of Solar PV energy to the grid.
- II. Evaluation shall be carried as a single schedule.
- III. In case bidder wants to participate for two or more schedules, then the combined Credentials of schedules will be considered for opening of techno commercial bids and the bids will opened in the sequence of schedule 1, 2, 3, 4 and 5.

The Bidder should submit completion certificates mentioning the details of value of Completed purchase orders meeting the PQC-Technical criteria from the user firms on their letterhead to whom the supply/service rendered. Gross delivered amount (i.e. amount inclusive of all taxes and duties) of the purchase order/work order will be considered for calculating the PQC values.

Copies of Excise, Tax invoice, GST invoice. Customs document, purchase order, purchase agreement and relevant pages of contract as applicable as supporting documents to be submitted in support of the above claims and copies submitted shall be duly notarized. For meeting Bid Qualification Criteria, bidders should submit **notarized copies** of purchase orders/ work orders / Contract Agreements and Completion certificates issued by clients as well as **notarized copies** of Audited Profit and Loss account statements as sought for meeting PQC, duly certified by Chartered Accountants. All the documents that are submitted in support of Bid Qualification Criteria, shall be in English and notarized. Those documents, which are not in English, shall be translated and certified by competent authority.

Introduction:

Hindustan Petroleum Corporation Limited (HPCL) is a Government of India Enterprise with a Navratna Status, and a Forbes 2000 and Global Fortune 500 company. HPCL has its zonal office at Plot No 1, Nehru Enclave, Gomti Nagar, Lucknow-226030.

Contact Persons at Plant for technical clarifications and site related queries

1. Pulasti Kumar, Asst. Manager, LPG SBU- NCZ, Mobile: 7572054222, Email: pulasti.kumar@hpcl.in

Total Output required is 50Kw (including all four installations) vide-

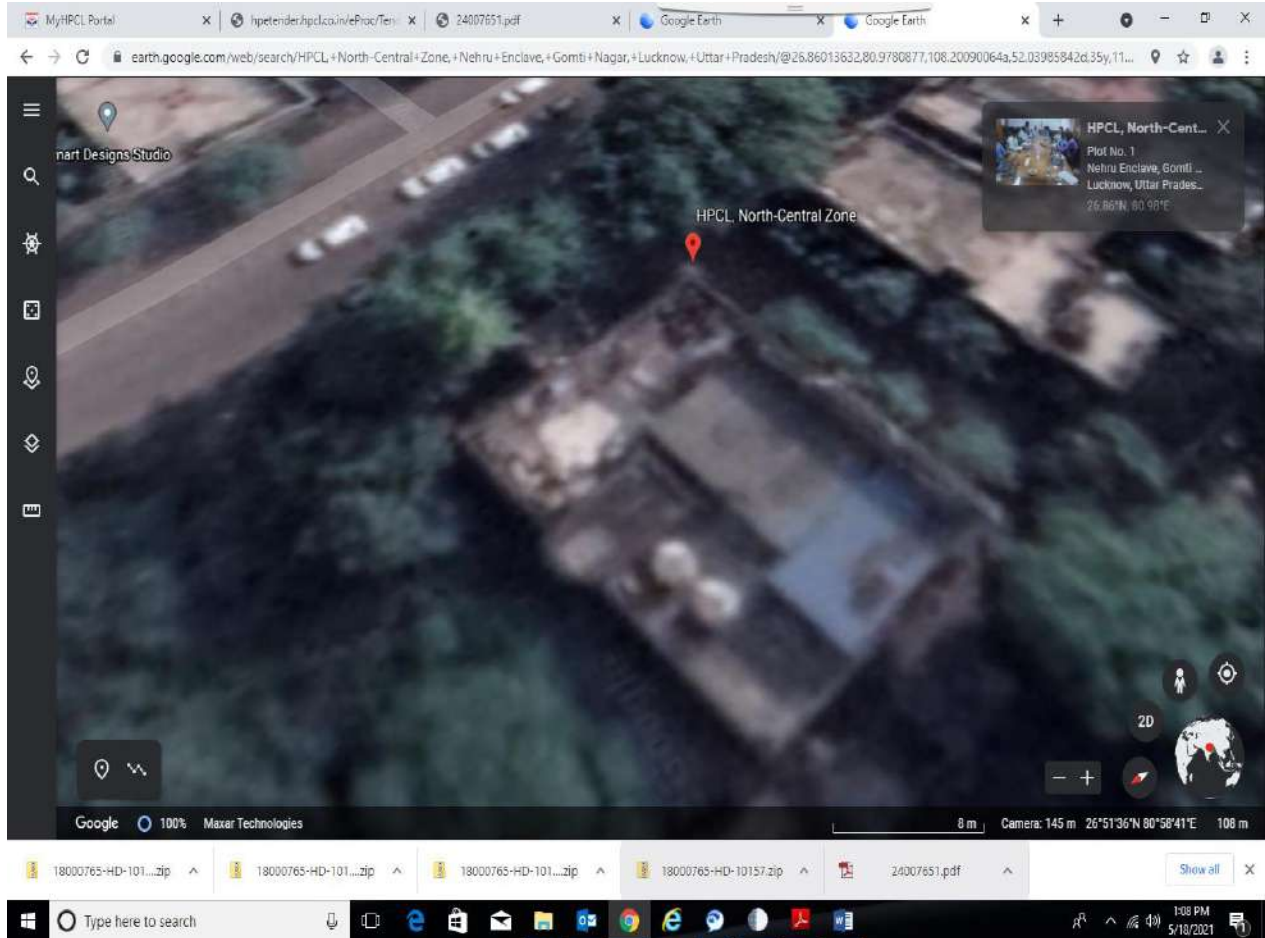
Presently at North Central LPG Zone, we have four different electricity connection meters - (with account ID as 0081790000, 9813101000, 2586480000, and 4150580000) given by Madhyanchal Vidyut Vitran Nigam Ltd in the name of M/s Hindustan Petroleum Corporation Limited.

The sanctioned loads for the mentioned four meters are 15 KW, 16KW, 8KW and 8KW respectively.

The overall quoted rate should include the AMC charges for a period of two years from the date of commissioning which has to be done quarterly.

As per UP policy of Solar Panel 2017, we can have max of 100% grid connected solar panel of the sanctioned load and hence total grid connected solar panel installation will be 47KW and 3KW off-grid which be in total of 50KW as below -

- 1) Line No 1 - One 15 KW Grid connected with meter having account ID 0081790000
- 2) Line No 2 - One 16 KW Grid connected with meter having account ID 9813101000
- 3) Line No 3 - Two 8 KW Grid connected with meter having account IDs 2586480000, 4150580000 resp.
- 4) Line No 4 - One 3 KW Off-Grid
- 5) Line No 5 - Provision for data loggers along with Wi-Fi based arrangement for remote system performance monitoring through mobile/web of all the solar panels in thru integrated system.



Scope of Work & Services for Design, Supply, Installation & Commissioning:

1. The Interactive Solar PV Power Generating System to be Designed, Supplied, Installed & Commissioned at the HPCL location roof mounted plant. The DC Capacities and minimum AC Capacity of 50kW in total.
2. The scope of work and services includes but is not restricted to the following:
3. Design, Supply, Installation, Commission testing and 5 years comprehensive Operation & Maintenance of the respective Solar PV Power Plant.
 - a. Solar Modules of adequate quantity to meet the design requirements.
 - b. The Solar Module Mounting structure adequately designed to meet the technical requirements along with frames, purlins, rafters, sag rods and foundations with foundation bolts and other accessories.
 - d. Grid Interactive String Inverters with Surge Protection Devices (SPD) either within the inverter or externally mounted in Array Junction Boxes.
 - e. Array Junction Boxes, if required.
 - f. Solar DC Copper Cables

- g. LT Power and Control Cables including end terminations and required accessories for AC & DC power.
 - h. Data logger for remote data monitoring along with Ambient Temperature Sensor, Module Temperature Sensor, Solar Irradiance Sensor and Wind Sensor.
 - i. Inverter Interaction Panel/s with AC SPD's.
 - j. Grid Interaction Panel/ Solar L.T Panel with SPD's, Digital Display of PF, Current, Voltage, Energy in KWh.
 - k. Communication cable sand other control cables.
 - l. Lighting Arrestors and Protection system, earthing kits and earthing systems.
 - m. PVC Pipe, trenches, Cement Pipes and accessories as required by design.
 - n. Pathways around the Solar Site and upto inverter and ACDB/ LT Panels locations.
 - o. Fencing along the perimeter of the Solar PV Yard with gate as per site requirement.
 - p. RCC Room / Enclosure for housing Inverters, Solar LT panel or other equipment.
 - q. HT Metering cubicle, CT's, PT's, Bidirectional Net Energy Meter as per guidelines of Local DISCOM and net metering policy. Necessary Check meter and accessories as per Local DISCOM requirements and as per net metering policy.
 - r. Solar LT Metering Cubicle/s along with suitable CT's, PT's etc as per Local DISCOM requirements and as per net metering policy.
 - s. Liasoning and seeking permissions from local DISCOM for connecting the Solar PV Plant to the DISCOM Electrical Network.
 - t. Liasoning and seeking permissions / approvals from CEIG/ Electrical Inspectors office for setting up the Grid Interactive Solar PV Power Generating System.
 - u. Liasoning and seeking permissions from any other Government department for setting up and running of the Grid Interactive Solar PV Power Generating System.
 - v. Fire extinguishers, danger plates, name board etc.
 - w. Transportation, loading, unloading of all materials, equipments etc.
 - x. Training of HPCL nominated executives and technicians.
 - y. Testing equipments/ material for maintenance, monitoring and regular up keeping of the Solar PV Power Generating system.
4. The selected supplier shall submit the detailed design of the complete Solar PV Power Generation systems using PV SYST software to optimize the combination of modules considering the location, insolation nature of load etc. The weather data should be acquired from the latest version of Meteonorm software.
5. Civil Works shall be performed with respect to the following but not limited to
- a. Site Grading, Levelling, landfilling, compacting, clearing of vegetation if required.
 - b. Construction of suitable foundation for Module Mounting structure having modules fixed at fixed tilt angle.
 - c. Trenching for cable laying and water piping with necessary sealants / adhesives/ cement binders etc.
 - d. Manholes for maintenance work at regular intervals for Cables and water pipes.
 - e. Civil work for Mounting AC Distribution Panels/ Inverter Interaction Panels in field.
 - f. Water Storage Tanks for Module cleaning.
 - g. Civil work for Earth chambers and Lightning Arrestors.

6. Installation work shall be performed with respect to the following but not limited to:
 - a. Clamping and securing the Solar Modules on the MMS frame / purlins.
 - b. Installation of String Inverters, Switchgears, AC Distribution Panels/ Inverter Interaction Panels, Solar LT Panels etc.
 - c. Installation and laying of DC and AC cables through Conduit pipes / Hume Pipes/ Cement pipes with proper sealing.
 - d. Installation of Cable trays, supports, brackets, Lighting Arrestor. Testing of all strings, DC inputs, Control Panels, AC & DC Terminations, Solar LT Panels , Communication systems, earth pits, etc. and commissioning of the Solar PV Power Plant.
8. Obtaining CEIG clearance form Electrical Inspectors office as per Government rules and with any other government department for setting up the Solar PV Power Plant.
9. Application and seeking permission approval from local DISCOM for net metering arrangement as per rules and regulations. Testing of Energy meters (HT, LT Check meter), CT's , PT's, metering Kiosks as per directive of local DISCOM and /or electrical inspector or any concerned office. Net metering agreement between DISCOM and HPCL to be ensured by the selected bidder.
10. Submission of following documents, drawings, Datasheets, design and engineering information to HPCL or its authorized representative for approval in 3 copies.
 - a. Datasheets of all equipment / components.
 - b. Design calculation for LA, Switchgears, cable, Busbars, Earthing pits selection.
 - c. All Layout drawings
 - d. Wiring drawings
 - e. SLD's
 - f. PVSYST report
 - h. Foundation report approved by Structural engineer
 - i. Module Mounting structure wind speed calculations approved by Structural engineer.
 - j. O&M Manuals
 - k. Test reports of all equipments and components.
11. Establishing a system to maintain an inventory of spare parts, tools, testing equipments, consumables and other supplies that would be used to facilitate the daily operation of the Solar PV Plant.
12. The installation shall be carried out by the selected bidder or his licensed electrical contractor holding a valid license as required by the State Government Authorities. All skilled labors like electricians, welders, fitters etc should possess valid certificates / licenses as applicable by local authorities.
13. The selected bidder shall provide the necessary drawings and documents required by statutory authorities and obtain approval before commencement of installation work. It shall be the sole responsibility of the selected bidder to obtain safety certificate/ approval from local statutory authorities.
14. Any modification in the equipment or installation that may be demanded by the inspecting authorities shall be carried out by the selected bidder at no additional cost to HPCL.
15. Clearing the site of after installation work should be carried out by the selected bidder. The site during construction stage should also be regularly cleaned of any unwanted material/ plastic packaging/ boxes etc.

16. The selected bidder shall furnish a schedule of inspection / testing of major equipment so that

HPCL may send its representative to witness the tests. All equipment testing/ inspection reports, factory test reports, site commissioning report should be furnished by the selected bidder upon completion of installation and commissioning of the project. However, this shall not absolve the responsibility of the bidder on providing the performance guarantee/ warrantee.

18. HPCL team and /or its authorized representative may carry out physical inspection of all material delivered at site.

19. All equipment, components and material supplied should adhere to the latest version of international / national standards. [\(Certification given in technical specifications section\)](#)

20. Any other item not specifically mentioned in the specification but which are required for installation, commissioning and satisfactory operation of the Solar Power plant are deemed to be included in the scope of the specification unless specifically excluded on turnkey basis.

Summary of activities is as given below:

SUMMARY OF ACTIVITIES

A	Approvals	Vendor	HPCL
1	All the documentation work related approval, clearance, submission from various State or govt. or any other legal authority to successful implementation and commissioning of the project. This includes permissions from CEIG, CEA (if required), Forest department, Electricity Board for net metering, any local bodies etc.		√ (HPCL will provide only supporting document)
2	PESO Approval		√
B	General Works		
1	Contour & topography in AutoCAD with kmz at site as per signed off boundary coordinates between EPC and HPCL, SBC with Angle of friction, Cohesion and unit weight, chemical properties of Soil, ERT, CBR, Water sample testing	√	
2	Transit insurance, Workmen compensation, EAR insurance	√	
3	Handling Local issues (if any) for EPC Scope of Work	√	
4	Land development, Tree's cutting, bushes clearing for Complete plant area	√	
5	Construction Power and Water	√	
6	Temporary storage, security and manpower basic amenities	√	
7	Health, Safety and Environment Standards	√	
C	Supply, Design, Installation, Testing & Commissioning		

DC Part			
1	Supply of Photovoltaic Module	√	
2	Unloading at site, storage, inter carting, shipping on desired location from storage yard, Security and Installation of Photovoltaic Module	√	
3	Responsibility of Disposal of PV cartoons and any packing material	√	
4	Interconnecting Cables for PV Modules 4 sq. mm and 6 sq. mm as per design concept with supply of UV Resistance cable tie	√	
5	DC Connectors and termination kits and tools	√	
6	Cable Trench for DC Cable	√	
7	DC side Earth Pit (As per detailed engineering)	√	
8	PV Module Earthing	√	
9	MMS Earthing	√	
10	Inverter Body/Dedicated Earthing	√	
11	ESE Lighting Arrester Earthing	√	
12	Chain Link fencing with Gate and Fence Earthing	√	
13	Weather Monitoring System-Meteorological station with sensors and data logger with its fixing arrangement including pyranometer, anemometer, temperature sensor, ambient temperature sensor etc.	√	
14	Complete DC Yard Earthing	√	
15	ESE Lightening Arrester	√	
16	Cable termination and jointing kits (Indoor/Outdoor)	√	
17	Cable Tray along with Support structure/HDPE Pipe/Hume Pipe/Conduits for cable laying wherever required	√	
18	Connection accessories – lugs, ferrules, glands etc.	√	
19	Module Mounting Structures (Fix/ Seasonal Tilt structure) with associated accessories and Hardware fasteners	√	
20	Associated civil foundations for MMS	√	
AC Part		√	
1	Supply of Power On Grid Inverters with Remote Monitoring and data logging	√	
2	Unloading at site, storage, inter carting, shipping on desired location from storage yard, Security and Installation of Inverter	√	
3	Supply of Inverter Interaction Panels (IIP)	√	
4	Trenching cable laying between inverter to IIP's to ACDB/ Main LT Panel upto grid point as per requirement of Utility for net metering	√	
5	Cable Tray along with Support structure/HDPE Pipe/Hume Pipe/Conduits for	√	

5	Cable Tray along with support structure/ HT & LT pipe/ main pipe/ conduits for cable laying wherever required		
6	Uninterrupted Power Supply at Control Room with minimum 4 hours backup time (As per design concept)	√	
7	Supply of all energy meters including HT Bi directional meter (netmeter), LT Solar Generation meters, associated CT's , PT's as per requirement of EB	√	
8	Supply of metering cubicles(Main and / or Check) HT & LT with CT's and PT's as per requirement of EB	√	
9	Battery and Battery charger at Control Room with 4 hours (As per design concept)	√	
10	AC Earthing as per CEIG & Design requirement	√	
11	Control Room -AC Distribution Board	√	
12	Surge Protection devices and Fuses	√	
13	Rubber Mats for specific kV ratings	√	
14	Fire extinguisher & Fire Alarm in Control room	√	
15	Sand Buckets	√	
16	Termination at HPCL Main LT Panel end	√	
17	Termination of DC and AC cable along with termination kit, suitable lugs	√	
D	Civil Works		
1	All civil works related to MMS structure	√	
2	MMS Foundation as per design concept	√	
3	Foundations for AC Panels etc as per design	√	
4	Lighting Arrester Foundation	√	

6	Earth Pit with chamber covers and earthing arrangement	√	
7	Design and Construct Storm water Drainage System for Solar PV Plant	√	
8	Design and Construct Hume pipe at the required peripheral boundary wall crossing wherever required	√	
9	Construction of AC Panel room as required	√	
10	Foundation of Fencing and Gate	√	
11	Soil Excavation and disposing, MV/LV Cable Laying and back filling (inside the Plant boundary)	√	
12	Cross over of different types of cables, Road crossing with hume Pipe	√	
13	Foundation and civil work for outdoor Inverter	√	
14	Foundation for metering panels/ cubicles/ etc as per requirement	√	
15	Cable trench and associate civil work as per design requirement	√	
Other Plant Works			
1	Detailed Soil Testing & Investigation Reports	√	
2	Approach Road to Plant		√
E	General Scope	√	
1	Plant Design and Layout	√	
2	Land area grading as per module mounting structure fixing requirement. Cleaning of land of vegation, Land filing as required.	√	
3	Module cleaning system & Piping networks	√	
4	Plant Illumination	√	
4	Plant Illumination	√	
5	Loading & Unloading of equipment's of Bidders scope of work	√	
6	Hiring Crane/ Hydra for installation of equipment	√	
7	Danger sign plates.	√	
8	Internal Plant road upto Inverter locations , IIP Locations and AC DB location (Murrum Type)	√	
9	Plant commissioning and mandatory spares	√	
10	Responsibility of damaging materials while installation/ testing or commissioning	√	
11	Clearing of scrap after completion of work	√	
12	EPC Contractor Labor License	√	
13	Design and Documentation, submission of detailed drawing, datasheet, GTP, GA, Type Test report, etc. and other necessary documents	√	
14	Spares as per list provided	√	

Expected Solar PV Plant Design:

- 1.** The solar modules will be connected in desired series parallel combination with system voltage of not more than 1000V DC. The DC Power generated by the Solar Modules will be converted to AC Power by Grid Interactive String Inverter/s that will deliver 3 Phase, 415V, 50Hz power output duly synchronized with the incoming Utility power.
- 2.** The system would prioritize the Solar Power over the Utility power during the day. In case of lower solar irradiance, the balance power requirement over and above the power supplied by the Solar PV System will be supplied by the grid. In case of power requirement before sunrise or after sunset or in case failure of the solar PV system the utility power will feed directly to the loads.
- 3.** The respective Grid Interactive Solar PV Plant will be connected to the local utility under the net metering agreement wherein the excess energy generated and not consumed by HPCL will be credited by the utility in the monthly billing. The net metering agreement of HPCL with the local DISCOM will be facilitated by the selected bidder and all necessary approvals, permissions, compliances required by DISCOM, CEIG or any local authority should be taken by selected bidder.
- 4.** In case of failure of grid power, the Inverters having anti-islanding feature will disconnect the supply of the Solar Power from the Solar PV System to avoid reverse feeding into the grid.
- 5.** The system must be designed for maximum safety and durability considering the long life of the solar modules.
- 6.** It is proposed to use Poly Crystalline Technology Solar PV Modules. The Solar Modules should be rated at 325Wp and above at STC. Higher efficiency Solar Modules will be preferred.
- 7.** Suitable tilt angle of the Solar Module Mounting structure must be provided in order to ensure the best output from the Solar PV Plant. Inter-row spacing between Module mounting structure must be maintained so that shadowing of Modules is completely avoided during the Solar Generation period.
- 8.** The selected bidder will also have to inspect and suitably decide the point of evacuation of energy generated from the Solar PV Plant. The evacuation arrangement should confirm with the norms of the local utility and approval for the same should be taken from electrical inspector.
- 9.** The Solar PV Power generating system has to operate in parallel with the grid system which is an infinite electrical system. Any faults not taken care of will damage the Solar PV Plant without affecting the infinite system. Thus the Solar Power Plant has to protect its equipment against any of the possible faults or other disturbances from grid.
- 10.** Very fast microprocessor based Directional and Reverse power flow protection should be provided to ensure complete isolation of the Solar PV Plant from the grid incase of any fault.
- 11.** The basic and detailed engineering of the Solar PV Plant shall aim at achieving high standards of operational performance especially considering the following:
 - a. Optimum availability of Solar Modules during the day time
 - b. Ensure proper layout of Solar Modules and structure to prevent shading of Modules.Selecting the best Grid Interactive String Inverter with high track record, having excellent after sales support and ready availability of spare inverters for quick replacement.

- d. Careful logging of operation data / historical information from Data monitoring systems and sending alerts / notifications etc on sms and email for quick rectification of faults.
- e. SPV Power plants should be designed to operate satisfactorily in parallel with the Grid only (Solar PV Plants will not run in parallel with DG set) within permissible limits of high voltage and frequency fluctuations.
12. Based on the Solar Insolation data, the Solar PV Power System should be so designed that it shall take into the peak and lowest temperatures and suitably select the cable so that all AC side line losses are below 3%.
13. Selected Bidder should use the Solar Modules and other material that are eligible for subsidy from MNRE or State Nodal Agency, if applicable.
14. If any enclosure or room is needed to house the inverters and other electrical/ electronic equipment's, the same must be communicated in writing to HPCL. The required drawing should be submitted and only after the permission is granted by HPCL the bidder would be permitted to construct the same. All costs pertaining to the enclosure / room will have to be borne by the bidder and the same needs to be included in the offer.
15. The installation practices should be as per industry standards maintaining all safety standards.
16. Excellent workmanship is expected and aesthetic look and qualitative performance should be as per international / national standards only.
17. Wherever there is more than one transformer, the bidder must provide logic control so that the Solar energy can be fed to either one or both transformers. The same will be site specific and should be a part of the Solar PV design.
18. In locations where there is an existing Solar PV Plant installed within the terminal, the selected bidder must ensure that the application for enhancement of the Solar PV Plant under net metering is made to the DISCOM and permissions with all regulatory authorities should be availed with the total plant capacity. In location where net metering scheme is not implemented the selected bidder must make a common application with total capacity to the DISCOM and other regulatory authorities.

Technical Specification of Solar PV Plant

1. SOLAR PHOTOVOLTAIC MODULES

- a. The solar photovoltaic modules to be used for the project should be of Poly Crystalline technology only.
- b. The Solar PV Module should contain high power silicon cells. The Solar cells shall have surface anti-reflective coating to help absorb more light in all weather conditions.
- c. The rated capacity of the Solar Modules should be equal to or greater than 325Wp. Solar Modules to be used have to be framed only.
- d. Solar Module should be laminated using established polymer (EVA) and Pedlar / Polyester laminate.
- e. The solar modules shall have suitable encapsulation and sealing arrangements to protect the Silicon cells from the environment.
- f. Module should be PID Free and of positive Tolerance only.
- g. Modules should have an efficiency of not less than 16% and the fill factor should be equal to or above 75%.
- h. SPV modules should be designed and manufactured to meet the recognized standard, which must have been used extensively with an excellent track record of performance. Higher efficiency Solar PV Modules shall be preferred. Bidders should submit the technical literature with detailed technical specifications of the modules well as the drawings & manuals.
- i. The SPV Module should be tested and should have IEC test certificate from any recognized IEC accredited test centres. The Test certificates can be from any NABL/ BIS accredited Testing / calibration laboratories. The test certificates should have validity of at least 6 months from the date of submission of the tender document.
- j. The SPV modules should confirm to the minimum technical specification laid down by MNRE.
- k. SPV Modules shall be certified as per IEC 61215, IEC 61730 and IEC 61701 amended up to date or equivalent standards.
- l. The PV Modules shall be tested for Salt Mist Corrosion Test as per MNRE requirement.
- m. The Solar Modules offered shall have a Power warranty of 25 years. Solar PV modules must be warranted for their output peak watt capacity, which should not be less than 90% of the name plate rated capacity at the end of 10 years and not less than 80% of the rated name plate capacity at the end of 25 years. All specifications refer to the Standard Test Conditions (STC).
- n. The I-V curve of each PV Module with Serial Numbers must be submitted along with the Handover documents.
- o. The Solar PV Modules should also be warrantied against manufacturing defects and workmanship for 10 years.
- p. Identification and Traceability: Each Solar PV module must have a RF Identification tag. The following information must be mentioned in the RFID used on each of the Solar Module. This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions:

☐☐ Name of Manufacturer of Solar PV Modyle

- ??Name of the Manufacturer of Solar Cells
- ??Month and year of the manufacturer (Separately for Cell and module)
- ??I-V Curve for the module
- ??Country of Origin (Separately for Cell and module)
- ??Wattage , Im, Vm, and Fill factor for the module
- ??Unique Serial no and Model No of the Module.
- ??Date and year of obtaining IEC PV module qualification certificate.
- ??Name of the test laboratory issuing IEC Certificate
- o Other relevant information on traceability of Solar Cell and module as per ISO 9000 series
- q. The modules must also confirm to the standards mentioned by the concerned State Nodal Agency.

The approved makes for Solar Modules are: Waaree, Vikram, Emmvee, PV Tech Solar or any other equivalent make having latest IEC certification as per tender requirements specified in clause VII. 1. ix to VII . 1. xii above. Acceptance of other equivalent makes will be at the discretion of HPCL.

2. TECHNICAL SPECIFICATION FOR INVERTERS

The Inverter/s used should be robust, intelligent On-grid string inverters manufactured by reputed international companies having sales and service office in India. The inverter/s must conform to the IEC 61683 and IEC 60068-2, IEC 62116, IEC 61727. The typical specifications required are as under:

- a. The inverters should be string inverters only with IP65 or IP67 rating for outdoor applications with rated AC Output capacities from 3kW to 75 kW.
- b. All inverters should be 3 phase, 415V, 50Hz AC output with LED/LCD display.
- c. Minimum Start Voltage should be between 200V to 400 V
- d. MPPT Range 350V-800V
- e. Maximum Input Voltage: 1000V DC
- f. Euro / CEC Efficiency above 97%
- g. Frequency: 50Hz +/- 1.5%
- h. Power Factor > 0.99
- i. THD < 3%
- j. Ambient Temperature range: -200 C to + 600 C
- k. Warranty: 5 Years Comprehensive extended upto 20 years.
- l. Integrated Ground Fault Protection
- m. In built DC Surge protection or external in Array Junction Box.
- n. Anti Islanding Feature
- o. Transformerless
- p. Over Voltage/ Under Voltage Protection
- q. Auto Shut down in case or Over Heat/ Over Temperature.
- r. The inverter/s should be equipped with an inbuilt web based data logger or should be compatible with an external datalogger along with appropriate softwares log data and to generate reports/ graphs for AC generation in kWh, Peak daily KW, monthly generation

in kWh, annual generation in kWh and other features.

Approved Makes of the inverter are: SMA, Kaco, ABB, Schnieder, Fronius, Delta, SolarEdge, Sungrow or or any other equivalent make having latest IEC certification as per tender requirements specified in clause VII. 2 above. Acceptance of other equivalent makes will be at the discretion of HPCL.

3. TECHNICAL SPECIFICATION FOR SOLAR MODULE MOUNTING STRUCTURE

- a. Supply of complete solar module mounting structure, hardware etc. shall be suitable for ground mounting as per site requirements along with installation shall be in the scope of selected Bidder. Module mounting structure should be as per MNRE specifications.
- b. The structure shall be designed in accordance with the latitude of the place of installation. The array mounting structure shall be designed to allow easy replacement of any module and shall be in line with site requirement. Structure shall be designed for simple mechanical and electrical installation. It shall support SPV modules at a given orientation, absorb and transfer the mechanical loads to the ground properly. Site visit by bidder is recommended for the same.
- c. The steel structures shall be fabricated of structural steel as per latest BIS 2062 (amended up to date) galvanized in compliance of BIS 4759 (amended up to date)
- d. The support structure is to be Hot Dipped Galvanized steel made from ISI marked M.S angles/ channels or Pre Galvanized extruded sections. The minimum thickness of galvanization for MS or MS extruded sections should be of 70 microns. All fixing fasteners and nuts and bolts should be of SS 304 only.
- e. The array structure shall be so designed to occupy minimum space without compromising the output from the Solar PV System.
- f. The minimum clearance of the lowest part of the module and the ground level shall not be less than 500 mm. However, if the water table in the given location of the Solar PV Plant is higher, the selected bidder is advised to raise the structure height suitably so that the at no instance in event of water logging, the solar PV Modules are submersed in water.
- g. The structures are to be pre-fabricated for easy assembly at site. No hot work will be allowed at site.
- h. The foundation design should be made by the structural engineer giving due consideration to the weight of the module, the weight of the structure assembly, maximum wind speed of the area, soil condition, seismic factors of the site, as all structural/ Civil considerations for ensuring the safety and durability of the Structure.
- i. The structure along with the foundation blocks are to be designed to withstand wind speed up to 160 Km/hr.
- j. The design of the structure and foundation should meet IS 800- 2007 Standards. The design calculations, STADD calculations and the wind speed analysis for the foundations & solar mounting structure shall be signed and sealed by the RCC Structural consultant of the supplier and submitted before the despatching the Solar Module mounting structure to site.
- k. The selected bidders structural engineer will also certify the installation of the Solar PV Module mounting structure after the installation work is complete. The same must be submitted to HPCL along with the project handing over documents.
- l. The foundation pedestals where-ever necessary shall be concrete.
- m. The installation, testing & commissioning of SPV structures shall be in Bidders scope. Any

civil/mechanical job for the same shall be done by Bidder. All materials related to mounting of SPV shall be on the Bidders Scope.

4. TECHNICAL SPECIFICATION - CABLES & ELECTRICAL CONTROLS

- a. All the necessary Solar DC cables / wires shall be supplied shall be of stranded Copper conductor only according to IEC 60228, with XLPO insulation, UV resistant and resistant against water, oil & salt, Halogen free, Low smoke emission and flame retardant features. Positive and Negative Solar DC cables and wires have be be routed throught suitable separate flexible PVC pipes/ Cable trays etc. Solar DC cable / wire maximum temperature rating should be +120 0 C. The solar DC cables should be carry TUV certification.
 - b. AC cables from Inverter to Inverter Interactive Panel should be 1.1kV grade, 4C stranded copper conductor, of suitable rating as per requirement.
 - c. 4/ 3.5 core XLPE Copper / Aluminium Armored cable of suitable thickness is to be used from Inverter Interaction Panel to the Main L.T Panel conformig to IS:1554/IEC :227.
 - d. All connections should be properly made through suitable lug/terminal crimped with use of suitable proper cable glands.
 - e. The size of cables/wires should be designed considering the line loses, maximum load on line, keeping voltage drop within permissible limit and other related factors. Maximum permissible line losses should be less than 3%.
 - f. The cables and wires should be ISI marked and confirm to latest BIS standards as required by MNRE for Solar applications. The ambient temperature range of the cables and wires to be used should be from -50 C to + 900 C and above only.
 - g. All flexible cables to be properly dressed and enclosed suitable in UPVC Pipes and / or G.I Cable trays with covers.
 - h. Suitable ferrules are to be used to number the cables for easy traceability. The cables are to be terminated in the equipment with copper lugs properly crimped.
 - i. Flexible pipes and conduits are to be suitably used at corners and at places where there is a possibility of the cables getting cut by abrasion.
 - j. All cables shall be of low smoke FRLS type & shall be routed through sand filled trenches between Inverters upto the Main LT Panel and existing LT Panels.
- Solar DC Cables approved Makes: Polycab, Top Cable Spain, Lapp Germany, Siechem, Aparor any other equivalent reputed brand.**
- AC cables: Finolex, Polycab, Havell's, Lapp or any equivalent reputed brand.**

5. LIGHTNING, SURGE & OVER VOLTAGE PROTECTION

- a. The SPV power plants shall be provided with lightning & over voltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc.
- b. Suitable equipments for AC and DC Surge Protection should be provided with the system.
- c. The area of the Solar PV Yard/ Array shall be suitable protected against lightning by deploying required number of Lightning Arrestors. Lightning arrestors should be as per

IEC 62305. The protection against induced high-voltages shall be provided by use of metal oxide varistors (MOV's) and suitable earthing so that induced transients find an alternate route to earth.

- d. The lightning Masts/ Conductors shall be made as per applicable Indian Standards/ International standards to ensure complete protection of the Solar PV Yard and equipments /components therein.
- e. Necessary concrete foundation for securely holding the lightning conductor in position taking into consideration the wind speed in the area. Necessary guy wires should be given to ensure that the lightning conductor remains in position in event of heavy winds.
- f. Each Lightning Arrestor must be connect to 2 separate earth pits through suitable size copper cables/wire. The same should be confirm to necessary IS standards.
- g. Streamer type lightning protection system along with a counter may also be provided and the relevant IS code will be applicable for its installation.,
- h. The supply of lightning protection systems should also be in accordance to the HPCL standards.

6. EARTHING PROTECTION

- a. The earthing system shall be in strict accordance with IS: 3043 and electricity rules/Acts.
- b. The earthing system network / earth mat shall be of interconnected mesh of GI Flats buried in the ground in the plant. Suitable size of GI Flats to be used for the interconnection. The earth conductors shall be free from pitting, laminations, rust, scale and other electrical mechanical defects.
- c. Metallic frames of all electrical equipment shall be earthed by 2 separate and distinct connections to the earthing system, each of 100% capacity.
- d. Metallic sheaths/ screens and armour of multicore cable shall be earthed at both ends.
- e. Neutral connections and metallic conduits / pipes shall not be used for equipment earthing.
- f. Connections between earth leads and equipment shall be normally of bolted type.
- g. Back filling material to be placed over buried conductors shall be free from stones and harmful mixtures. Back filling shall be placed in layers of 150mm.
- h. Minimum spacing between electrodes shall be 2000mm.
- i. Necessary test point provision shall be made for bolted isolated joints of each earthing pit for necessary periodic checking of earth resistance.
- j. In compliance to Rule 33 and 61 of Indian Electricity Rules , 1956 (as amended to date), all non current carrying metal parts shall be earthed with two separate and distinct earth continuity conductors to an efficient earth electrode.
- k. The Solar structure, inverter, lighting arrester should have the separate earth pits. The number of earthpits is to be decided by the Bidder as per the requirements of the electrical inspector /CEIG or any concerned statutory body for the region.
- l. The earthing pit shall have to be made as per IS: 3043. All the array structures, equipments & control systems should be compulsorily connected to the earth. The earthing arrangement should also be approved by the electrical inpspector.
- m. The approved drawings from electrical inspector/ CEIG must be submitted to HPCL on

completion of the project.

n. Total plant earthing system shall be designed to give an earth resistance of less than 1 ohm all along with earth mesh.

7. TECHNICAL SPECIFICATION OF ARRAY JUNCTION BOX

a. The array junction box should be dust, vermin & water proof as per IP65 rating and should be made of FRP/ABS plastic (Test certification is required for IP65 degree of protection).

b. Suitable Fuses/ MCB's should be provided for each string.

c. A DC Surge Protection Device Class II should be provided in the AJB for grounding the surges to protect the inverter.

d. The AJB should have suitable cable entry points fitted with cable glands of appropriate sizes for both incoming and outgoing cables.

e. Suitable markings to be provided on the bus bar for easy identification and cable ferrules shall be fitted at the cable termination points for identification.

f. Necessary Fire Protection / burning behavior in the event of internal faults: Glow wire test in accordance with IEC 60 695-2-11-UL Subject 94 at 960 C, flame retardant & self-extinguishing.

g. Other protection: Temperature Tolerance range: - 40 deg C to + 120 deg C / Chemical Resistance: Acid, Lye, Petrol, Mineral Oil & partially resistant from Benzene. UV behavior: UV stabilized, even after many years there is no sign of brittleness.

8. AC DISTRIBUTION BOARD & SOLAR LT PANEL

a. This shall consist of box of suitable powder coated metal casting. Suitable MCB's/ MCCB's of reputed brands are to be used.

b. The cable entry should have proper metallic glands. Aluminium Bus bars of suitable dimensions are to be used.

c. Incomer – Suitable 4 Pole, MDO ACB, energy meter with suitable CT's (in case of Solar Generation Meter as required by local DISCOM, MFM with Voltage, Current, kWh, KVA etc readings on LED display, indicating lamps for all phases,

d. Outgoing- Suitable 4 pole MCCBs

e. Main bus bar- with suitable current carrying capacity, TPN Electrolytic aluminum bus bar.

f. Protection –IP-21 for indoor mounting, wall or floor mounting depending on site.

g. Separate gland plate for cable glands.

h. Material- CRCA sheet 14/16 gauge

i. Paint- Power coated Siemens grey.

Selected Bidder shall install metering arrangements in accordance with the provisions and practices of the local DISCOM /EB for recording the generation from the Solar PV Plant.

Suggested Makes- Switchgear- ABB/Siemens/ L&T/ reputed equivalent

MCCB- ABB/Siemens/L & T/ reputed equivalent

MCB- ABB/ SIEMENS/ L&T /reputed equivalent

Indicating lamps- Technik/Siemens/ reputed equivalent

MFM- AE/ L&T/reputed equivalent

CTs –reputed as required by DISCOM

Wires/Cables- Universal/RPG/Finolex/Polycab / reputed equivalent
Solar Generation Meters: Secure/L&T or as per DISCOM requirement
Bidirectional Meters: Secure/ L&T or as per DISCOM requirement

9. REMOTE DATA MONITORING:

The performance and generation data of the Solar PV Plant is recorded using a data logger. The Remote Monitoring system shall comprise of the following main components:

- a. The inverter logs the data and transmits the same to the Data logger. Data Logger can be inbuilt or can be externally mounted in an IP 65 enclosure.
- b. Data logger gathers information and monitors the performance of the inverter. It also supports measurements from the external sensors. The data can be acquired remotely via a modem.
- c. Remote monitoring equipment to measure following weather related parameters:
 - i) Solar radiation (in plane of array)
 - ii) Module temperature
 - iii) Ambient Temperature
 - iv) Wind Speed
- d. PC Data logging software enables automatic long-term storage of measured data from PVPlant.
- e. Communication interface The entire system can be operated and monitored via several interfaces (RS232/RS485, LAN Website/ Telephone modem) in addition to the information indicated on the operator panel. Further information can also be acquired remotely through the interfaces mentioned above.
- f. The Bidder to provide software interfaces for LAN and LAN cables etc for commissioning of complete data logging /monitoring system.
- g.. A dedicated Personal computer with the necessary licensed softwares compatible with the software for data logging must be provided by the bidder. **The PC should be from any of the following brand: Lenovo/HP/ DELL/ equivalent reputed brand.**
- h.. HPCL to provide static IP address as per the Bidder's requirement for data communication and remote monitoring of the Solar PV Plant. At places where HPCL cannot provide the static dynamic IP address, the Bidder should provide data monitoring up to the PC provided for monitoring the Solar Plant.
- i. The router and the USB data dongle should be secured in a box with a lock for security.
- j. Necessary permission from HPCL should be sought by the bidder for any communication requirement.**

10. DETAILED CIVIL AND OTHER NON-ELECTRICAL WORK

All material, installations, fixtures, accessories etc. to be provided shall be as per the relevant IS specifications. These shall be of best quality and of standard manufacturer as approved by the Engineer-In- Charge (EIC) on site, when there are no standard specifications.

The fresh OPC of 43 grade cement and TMT steel reinforcement bars Fe 415 shall be used confirming to relevant IS specifications of the approved manufacturers of HPCL. The agency has to keep the full proof records of purchase and consumption along with

original purchase bills of Cement and Steel as per the HPCL procedures and rules. The agency has to provide best workmanship with skilled manpower for all the civil items as per the standard specifications/ best practice as approved by the EIC. The booklet Standard Specifications for Civil Works will be applicable wherever there is dispute in the items of civil works. HPCL will not supply any material for this work.

a. Topographical Survey:

Topographical survey shall have to be done by the Successful Bidder of the proposed site at his discretion but not more than 25 mtr intervals with the help of Total Station or any other suitable standard method of survey. All necessary Reduced Levels (RL) as entered in the Field Book have to be submitted along with pre contour layout of the total site. The formation levels of the proposed power plant have to be fixed with reference to High Flood Level of the proposed site (from nearest bridge or culvert etc) . The ground level and plinth level of structures shall be fixed taking into consideration the highest flood level and surrounding ground profiles.

b. Soil Test(if required):

- i. Bidder has to carry out detailed Geotechnical investigation to ascertain soil parameters of the proposed site for the use of planning / designing / construction / providing guarantee / warranty of all civil work including but not limited to foundations / piling for module mounting structures, etc. The Bidder shall carry out soil investigation through Government approved / certified soil consultant. These reports shall be furnished to the Company prior to commencing work. All RCC works shall be provided of Minimum M20grade with 340 kg cement/cu.mtr of concrete as per relevant IS specifications as well as soil data considering appropriate earthquake seismic zone, wind velocity, weather effect, soil characteristics etc.
- ii. The scope of soil investigation covers execution of complete soil exploration including boring, drilling, collection of undisturbed soil sample where possible, otherwise disturbed soil samples, conducting laboratory test of samples to find out the various parameters mainly related to load bearing capacity, ground water level, settlement, and soil condition and submission of detail reports along with recommendation regarding suitable type of foundations for each bore hole along with recommendation for soil improvement where necessary. Bidder shall provide certificate of foundation design from competent licensed structural engineer in support of the foundation design/Module Mounting Structure proposed by him.

c. Foundations:

The foundations should be designed considering the weight and distribution of the structure and assembly, and a maximum wind speed of 160 km per hour. Seismic factors for the site also have to be considered while making the design of the

foundation.

d. Designing of components:

i. The Bidder shall carry out Shadow Analysis at the site and accordingly design strings and arrays layout considering optimal use of space, material and man- power and submit all the details / design to Company for its review / suggestions / approval.

ii. The Bidder shall obtain and study earthquake and wind velocity data for design of module mounting structure, and considering all parameters related to the weathers conditions like Temperature, humidity, flood, rainfall, ambient air etc

e. Storage, Construction Power and Water:

The Bidder shall also plan for transport and storage of materials at site. The bidder will be provided with Construction Water and Power supply at one point by HPCL free of cost. The Bidder shall estimate the water requirements for cleaning the photovoltaic modules at least once in every week in order to operate the plant at its guaranteed plant performance.

f. Water supply:

All necessary arrangement for pipeline network with valve and pumping assembly for wet cleaning of the solar panels shall be in the scope of the bidders and accordingly the agency has to provide all the necessary equipments, accessories, tool & tackles, booster pumps, Electric panel and pipe line network of GI pipe of Grade B which are required for the same. The successful bidder has to plan pipeline network such that it shall not block the passage between two arrays. Bidder shall have to provide water softener plant as per daily washing requirement of module.

g. Fire Extinguishers:

CO2 fire extinguisher 4.5 kg & DCP type fire extinguisher 9 kg having IS: 2171. 7 IS: 10658 marked shall be provided as per OISD norms. The fire extinguisher shall be suitable for fighting fire of Oils, Solvents, Gases, Paints, Varnishes, Electrical Wiring, Live Machinery Fires, and All Flammable Liquid & Gas.

h. Sand Bucket:

Sand buckets should be ground mounted with at least 24 SWG sheet with bracket fixing conforming to IS 2546. Suitable number of the same should be provided near the IIP's , AC DB , Main Solar LT Panels.

i. Sign Boards:

The sign board containing brief description of various components of the power plant as well as the complete power plant in general shall be installed at appropriate locations of the power plant.

??The Signboard shall be made of steel plate of not less than 3 mm. Letters on the board shall be with appropriate illumination arrangements.

??The Bidder shall provide to the Company, detailed specifications of the sign boards.

11. SOLAR MODULE CLEANING FACILITY

- a. The bidder should provide for a system using water for periodic cleaning of Solar Modules.
- b. All necessary accessories for removing the soiled modules for dry and wet cleaning must be provided.
- c. The selected bidder will have to provide for minimum a number of water outlets close to the Solar module array table.
- d. Flexible PVC hose pipes to be provided of sufficient length to cover all modules in the tables.
- e. All pipes and fittings should be of CPVC material with suitable PVC valves to adjust the water flow and pressure.
- f. Since water is an important resource for cleaning of the Solar Modules a separate arrangement for water storage is required.
- g. The water for cleaning of the Solar Modules will be provided by the selected bidder without any extra cost to HPCL until the end of the O&M contract as per applicable terms and conditions.
- h. An overhead tank /underground sump shall be constructed as per requirement of storage of water is to be provided.

12. OTHER FACILITIES FOR INSTALLATION

- a. The bidder will organise for Water, electricity and any material storage facility or coordination room for Site supervisors and engineers during the installation and commissioning phase.
- b. Appropriate space should be left around the entire perimeter of the Solar PV Plant for easy movement of man, machinery. Approach roads within the plant for maintenance of inverters or for any other maintenance required must be provided by the selected bidder.
- c. Clear space of 5 m should be maintained along the periphery of the Solar PV Plant.

VII. The bidder has to provide a UPS of 1 kVA Capacity with 4 hours battery back up to operate the remote monitoring system, data loggers and weather monitoring sensors in event of an power outage. Suggested makes of UPS are Emerson, Delta ,Su-kam or equivalent reputed makes. Suggested makes for UPS Batteries are Exide, HBL, Su-kam etc.

VIII. Warranties & Guarantees

a. The selected bidder shall give full warranty that all the equipment/ devices/ instruments/systems/sub- systems/any materials supplied under the CONTRACT shall be new and of first quality according to the specifications and shall be free from defects (even concealed faults, materials & workmanship).

b. If any trouble or defect, originating with the design, material. Workmanship or operating characteristics of any material arises at any time prior to 5 years, the selected bidder shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.

c. The mechanical structures, electrical works and overall workmanship of the Grid Connected Solar PV Plant must be warrantied for 5 years from the date of commissioning of the plant. The date of commissioning that would be considered is the day on which the Net metering arrangement is fully operational and the said agreement with the concerned DISCOM has been signed by HPCL.

d. Warranty / Guarantees for components will be as follows:

☒☒ Each solar PV module used in the solar power plant, shall be warrantied by the manufacturer with free replacement if the output peak wattage capacity under standard test condition (STC) , falls below 90% in first 10 (ten) years and falls below 80% in twenty five years, from the date of successful commissioning of SPV power plant. The Solar Modules shall also be warrantied against manufacturing defects for 10 years from the date of commissioning of the Solar PV plant . The warranty shall be transferred in the name of HPCL after commissioning of the Solar PV Plant.

☒☒ String Inverters and data monitoring system shall be warrantied for 5 years provided by OEM. The warranty shall be transferred in the name of HPCL after commissioning of the Solar PV Plant.

☒☒ All other components, equipments like ACDB, Wires, cables, connectors, Module Mounting Structure, foundations, AJB's, Inverter Interaction Panels, Solar LT Panels, metering cubicles etc are warrantied for 5 years from date of commissioning of the Solar PV Plant. The warranty shall be transferred in the name of HPCL after commissioning of the Solar PV Plant

e. At the end of the Operation and Maintenance contract period of 5 years from date of commissioning, the selected bidders liability shall cease.

IX. Inspection, Testing:

i. Successful bidder to provide HPCL the Quality assurance plan (QAP) and drawings for approval before starting manufacturing of the system. Approved QAP shall form the basis for inspection of equipment/materials. Drawings shall include, SLD of Solar PV System, String design drawings, Earth pit Drawing with calculations, Solar PV Plant Layout drawing showing all

components/equipment locations, Solar Module Mounting Structure GA drawing, Foundation drawing for mounting structure, Solar LT Panel GA drawing with metering arrangement, other foundation drawings, fencing and gate design drawing, ACDB GA drawing and busbar calculations,

LA location drawing with protection radius clearly shown and the calculations thereof.

ii. Tests certificate from the manufacturer for the quoted material shall be submitted for scrutiny by Third party Inspection agency / HPCL representative and shall also be submitted with material delivery.

iii. Solar PV Plant layout drawing, with earthing and LA system , Electrical Single Line Diagram approved by Electrical Inspector / CEIG should be provided before commencement of installation at site.

iv. All structural designs and foundation drawings should be certified by structural engineer along with a STADD report confirming the stability of the structure for wind speed of 160kmph.

X. Scope of Operation & Maintenance:

The successful bidder will begin the Operation & Maintenance of the Solar PV System immediately after successful commissioning of the Solar PV System as a part of the O&M Contract. The duration of the O&M contract will be 5 years from the date of commissioning of the Solar PV plant.

The scope of the O&M will include the following:

- a. O&M of the Solar PV Plant shall be compliant with the grid requirements to achieve committed energy generation.
- b. Deputation of qualified and experienced engineer/ technicians till the O&M period at project site on a fulltime basis is expected.
- c. Wet Cleaning of the Solar modules at least once in 10 days and additional cleaning may be carried out as per requirement of site conditions.
- d. External Cleaning of Inverters once in a month.
- e. Tightening of all cable terminals , once in a quarter
- f. Regular visual Inspection of cables, ACDB, AJB's communication devices and other equipments.
- g. Reporting the daily/ monthly generation from the Solar PV System.
- h. Inspection of the structural members used for mounting solar modules for wear and tear once in a month
- i. Touch up if required with zinc oxide paint to prevent corrosion.
- j. Tightening of the structural members.
- k. Repair or replacing the damaged equipments like inverter within 7 days from the date of reporting of event.
- l. Replacing the defective solar module within 7 days from the date of reporting of the event.
- m. Replacing Cables/ MCB's/ fuses/ MCCB/ Connectors /SPD's/ AJB 's etc that are faulty so that the system remains safe and healthy to operate.
- n. Supply and stocking of all spares, consumables and fixtures as required. spares and have to be maintained at the site. Replenishment of the stocked spares should be done within 7 days from consumption from the stock.

- o. Providing all necessary testing equipments for routine inspections will be done by the selected bidder. The testing equipments must be calibrated once a year from the NABL accredited laboratory and the calibration certificate must be kept for ready reference.
- p. Coordination with HPCL/ DISCOM as per the requirement for Joint Metering Report (JMR). The site engineer representing the selected bidder shall take a joint meter reading each month in the presence of HPCL representative positively by the 1st of every month. Failure to adhere may result in non-disbursal of O & M charges.
- q. Online Performance monitoring and reporting the same to HPCL representatives on a daily basis. Maintaining the visit and event logbook and getting the same authorised by the HPCL maintenance department. The log book should also make note of any event that has occurred due to which the Solar System has underperformed or had stopped. The event book should also note the corrective action taken, the mention of the equipment or part replaced that should be authorised by the HPCL maintenance team.
- r. If any job covered under O&M scope are not carried out by the selected bidder during the O&M period, HPCL shall take appropriate action as deemed fit. HPCL reserves the right to make surprise checks on its own or through its authorised representatives to verify the activities carried under the O&M contract.

XI. List Of Spares & Tools

The selected bidder must maintain the following spares at site that should be included as a free supply with the respective Solar PV Plants. The spares may be used by the selected bidder during the Operation & Maintenance of the Solar PV Plant. The same needs to be replenished by the selected bidder within 15 days on consumption of the same. At the end of the 5 years O&M contract period, the spares provided as free supplies should be available in full quantity to HPCL. All spares should be of the same make and capacity as supplied with the respective Solar PV Plant

List of Spares to be maintained at site by selected bidder.

?? Solar Modules – 1% of the supplied quantity rounded up to the nearest whole number

?? Solar Inverters – 2 No of each capacity used in the Plant for Solar PV Plants upto 500kWp and 4 Nos of each capacity used in the Plant for Solar PV Plants above 500kWp upto 1 MWp

?? Solar DC Cable- 200m for sites below 500kWp and 500 m for sites above 500kWp

?? Solar MC 4 Connectors- 25 pairs for sites below 500kWp and 50 pairs for sites above 500kWp.

?? Switchgear (MCB's ,MCCB's) – 10% of the supplied quantity

?? Lugs – 10% of total quantity of every size used in the project.

?? Zinc Oxide spray – 5 cans for Solar MMS touch up.

?? AC SPD- 2 Sets

?? DC SPD's- 2 Sets

List of Tools to be maintained at site by selected bidder as a part of free supply along with the Solar PV Plant:

?? Multimeter with AC /DC measuring capability

?? Earth Resistance tester

??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 complaine 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 , Earthpits, 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 ^o ambient	Yes/No	
24	Cell efficiency	18%	
25	Module efficiency	16%	
26	Temp 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 ENTREPRENEURS (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