

Tender No. : 21000008-HB-11104



Tender Published On : 21-Jul-2021 23:38

Hindustan Petroleum Corporation Limited
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	SOLAR NITI MARG	
Description	Solar installation at Niti Marg	
Tender Type	Limited	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	30-Jul-2021 15:00	
Reverse Auction Applicable	No	
Pre Bid Conference Start Date & Time		
Pre Bid Conference End Date & Time		
Queries Start Date & Time	22-Jul-2021 10:00	
Queries End Date & Time	26-Jul-2021 15:00	
Un Priced Bid Open Date & Time	30-Jul-2021 15:30	
Purchase Deptt.	PURCHASE DEPARTMENT- DELHI RRO	
TF/EMD Drop Box Address	Online	
Tender Description	This tender is floated for inviting bids for Supply, Erection, Installation and commissioning of 10 KW ONLINE SOLAR PV SYSTEM at COMCO Niti Marg under Delhi RRO.	
Notice Inviting Tender		
Currency Type	Tender Fee	EMD
INR	0	0

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
Price Bid				Mandatory: Yes			
1	SPLY AND INSTLN OF POWER PLANT	11104-DELHI RRO	Each	1		07AAACH1118B2ZD	Yes
DESCRIPTION => SUPPLY AND INSTALLATION OF ONLINE 10 KWP SOLAR POWER PLANT AS PER THE TECHNICAL SPECIFICATION. JOB INCLUDES SUPPLY AND INSTALLATION OF ENTIRE SYSTEM, SOLAR PV MODULE, COMPATIBLE POWER CONDITIONING UNIT OF 10 KWP/12.5 KVA, CABLES JUNCTION BOXES, SWITCHES, EARTHING AND LIGHTNING PROTECTION, DATA LOGGER, ASSOCIATED CIVIL AND MECHANICAL/STRUCTURAL WORK ETC COMPLETE. SCOPE OF JOB ALSO TO INCLUDE LIASIONING WITH POWER DISTRIBUTION COMPANIES FOR NET METERING. VENDOR HAS TO CARRYOUT THE STRUCTURAL STABILITY TEST OF SALES BUILDING ROOF/CANOPY ETC. BEFORE INSTALLATION THROUGH APPROVED/LICENSED STRUCTURAL CONSULTANT FOR CHECKING STRUCTURAL STRENGTH/LOAD BEARING CAPACITY. RELEVANT CERTIFICATE FROM APPROVED STRUCTURAL CONSULTANT MUST BE TAKEN AND INSTALLATION OF SOLAR PANEL MUST BE DONE INLINE TO LOAD BEARING CAPACITY OF CANOPY/ROOF. ALL THE SYSTEMS AND EQUIPMENT INSTALLED BY VENDOR HAS TO HAVE A WARRANTY AGAINST MANUFACTURING DEFECTS FOR A PERIOD OF FIVE YEARS.							

Tender No. : 21000008-HB-11104



Tender Published On : 21-Jul-2021 23:38

Tender terms and conditions				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	GTC Supply	GTC SupplyL.pdf	-	No
2	Tender specific terms	Special terms and conditions.pdf	-	No
3	Technical Specs	Technical Specifications.pdf	-	No

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.

- ® **REVISION: PROC-021/01.07.2017**

- 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:
 - 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.

• **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

® **REVISION: PROC-021/01.07.2017**

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.**
- 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: ₹ 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)

39. CORPORATION'S MATERIAL

- a. Corporation's material shall be delivered to the Vendor against submission of Bank Guarantee for indemnifying the full value thereof 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 therefrom 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.
- c. 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.

®

REVISION: PROC-021/01.07.2017

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 ₹ 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.

- 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 LI+15% shall also be allowed to supply a portion of requirement by bringing down their prices to LI price in a situation where LI price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 20% of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply of 20% portion shall be shared amongst them. Further, out of above 20%, 4% (20% of 20%) shall be from MSEs owned by SC/ST entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs.
- b. The quoted prices against various items shall remain valid in case of splitting of quantities of the items as above.
- 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, 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 (PPP), 2012.

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.nsdl.com/pan/index.html/>
- ii. <http://incometaxindia.gov.in/>
- iii. <https://incometaxindiaefiling.gov.in/portal/index.jsp>
- iv. <http://www.utitsl.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.
- 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.**

® **REVISION : PROC-019/02.11.2016**

SPECIAL TERMS AND CONDITIONS:

This tender is floated for Inviting Bids to Carry Out supply, erection, installation and commissioning of 10 KW ONLINE SOLAR POWER PLANT at Niti Marg COMCO under Delhi Retail RO (Enhancing Existing Solar System)

JOB INCLUDES SUPPLY AND INSTALLATION OF ENTIRE SYSTEM, SOLAR PV MODULE, COMPATIBLE POWER CONDITIONING UNIT, CABLES JUNCTION BOXES SWITCHES, EARTHING AND LIGHTNING PROTECTION, DATA LOGGER, ASSOCIATED CIVIL AND MECHANICAL/STRUCTURAL WORK ETC COMPLETE

SCOPE OF JOB ALSO TO INCLUDE LIAISONING WITH POWER DISTRIBUTION COMPANIES FOR NET METERING. VENDOR HAS TO CARRYOUT THE STRUCTURAL STABILITY TEST OF SALES BUILDING ROOF/CANOPY ETC. BEFORE INSTALLATION THROUGH APPROVED/LICENSED STRUCTURAL CONSULTANT FOR CHECKING STRUCTURAL STRENGTH/LOAD BEARING CAPACITY. RELEVANT CERTIFICATE FROM APPROVED STRUCTURAL CONSULTANT MUST BE TAKEN AND INSTALLATION OF SOLAR PANEL MUST BE DONE INLINE TO LOAD BEARING CAPACITY OF CANOPY/ROOF. ALL THE SYSTEMS AND EQUIPMENT INSTALLED BY VENDOR HAS TO HAVE A WARRANTY AGAINST MANUFACTURING DEFECTS FOR A PERIOD OF FIVE YEAR.

Vendor has to upload proof on inclusion of their name in MNRE approved list

INSTRUCTIONS:

1.) SECURITY DEPOSIT: The successful party/parties have to deposit 1% of the Purchase Order Value as Security Deposit in the form of Demand Draft favoring M/s Hindustan Petroleum Corporation Limited, payable at Delhi within 15 days of advice, failing which the LOI/PO may be withdrawn. The security deposit shall be refunded without any interest only after successful completion of the entire scope of job. The formal Purchase order will be handed over to the successful bidder/bidders only after receipt of the Security Deposit amount.

2.) The item details of Schedule of Quantity shall not be read in isolation and has to be read along with all attachment including Scope of Job & Technical specification, Drawings (Issued during execution), General Terms & Conditions and Special Terms & Conditions. In case of any contradiction, the stringent condition shall be automatically applicable, and any deviation shall be preauthorized by HPCL in writing. Vendor should also note that individual P.O. quantity may increase or decrease at the time of execution. Contractor has to carry out the additional quantity at the P.O. rate & terms and condition. Change P.O. will be placed on the party for processing payments.

3.) SELECTION OF VENDORS: Evaluation shall be done on overall lowest basis & the Job under shall be distributed between L1 and L2 bidders in the ratio 60:40 subject to L2 bidder matches L1 rates. In case L2 does not match L1 rate, order for 60% quantity shall be placed on L1 party and retendering may be done for balance 40% quantity as per HCL discretion.

Total Financial limit of the tender is Rs.75 lakhs.

HPCL reserves the right to accept or reject any tender in whole or in part and reject any or all tenders without assigning any reason. The rates are to be quoted only in the format provided by HPCL. HPCL may reject parties quoting their rates in any other format. The rates which will be inclusive of all duties and charges and bid amount should be written in figures and words legibly. Correction, if any, should be initiated by the contractor / vendor. HPCL's decision will be final in case of any ambiguity.

4.) ACCEPTANCE OF TENDER: HPCL reserves the right to accept any offer in whole or part or to reject without assigning any reason. HPCL is not bound to accept the lowest offer & reserves the right to accept one or more tender in part. The decision of HPCL in this respect shall be final.

5.) ACTIVITY LOGGING: A daily logbook for activities detailing the reasons for any delay in carrying out the job shall be maintained by the contractor and to be acknowledged by HPCL site Engineer. The logbook shall be presented to HPCL as and when advised.

If it is found that contractor receives more than two letters from HPCL about unsatisfactory progress of the job, HPCL shall have the right to terminate the contract and get the job done by other party at the cost of Contractor.

6.) EARNEST MONEY DEPOSIT: There is no EMD for participating in this tender.

7.) SAFETY REGULATION: All safety precautions to be observed strictly during the course of audit. All security, safety regulations and other statutory rules applicable at the site / premises shall be meticulously complied with by the contractor at no extra cost to HPCL. In the event of any damage caused / fine imposed, due to non-observance or non-adherence of such rules and regulations, the contractor shall be fully responsible for the same and shall keep HPCL indemnified against all losses and claims arising from the same.

Since the job is to be undertaken near operational utilities, all works shall be carried out only as per the safety regulations as stipulated by HPCL. Any laxity or violation on the part of the contractor shall not be permitted and damages if any, has to be repaired by the contractor at his cost. In case contractor fails to do so, HPCL shall get it done through any other party and cost of repair shall be recovered from the contractor's bill.

8.)WORK ORDER VALIDITY: The purchase order shall be valid for a period of 12 months or till quantity exhausts whichever is later and the rates shall remain firm and final till the complete execution of job.

9.)VALIDITY OF RATE: Quoted rates shall be inclusive of all applicable taxes & shall remain valid for 90 days from date of opening of the tender for PO placement. The rate shall remain valid till final execution & no escalation shall be allowed till final execution of the order.

11.)SUPERVISION OF JOB: Supervision of the job will be done by HPCL or HPCL nominated consultant. Decision of HPCL will be binding to Contractor.

12.)PAYMENT: Payment shall be released within 15 days of submission of invoices to CPC along with BTS and required documents.

13.)RETENTION MONEY: Nil Retention money.

14.) Order being a work contract, there is no price preference to MSE bidders for this tender.

15.) The terms and conditions specified here shall supersede the General Terms & Conditions of the tender (as enclosed herein after), if in contradiction with.

16.) All the systems and equipment installed by vendor has to have a warranty against manufacturing defects for a period of 5 years and for batteries as assured by the manufacturer. During this period vendor has to attend all preventive and break down calls and maintain the system at no extra cost to HPCL.

17.) All the statutory & local body approvals except Explosive approval from PESO will be obtained by the bidder on behalf of HPCL. HPCL will facilitate the bidder in this regard & sign on the required documents for obtaining these approvals.

18.) All the expenses for supply, installation, Commissioning & Maintenance of Solar Power System during

warranty period will be borne by the vendor. Obtaining Road permits, form 32, other security forms, etc. will be the sole responsibility of the successful bidder. However, HPCL will sign the necessary forms as per the requirements.. The vendor will be fully responsible for doing the required civil and structural works for making the system fully operational. All electrical/ data cabling to connect the solar PV systems, Battery Bank(IF APPLICABLE) & Invertors etc shall be vendors responsibility. Wiring for loads after the inverter and metering output will be in the scope of HPCL. Necessary cabling from Electrical Panel room to Dispensing units & other facilities will be provided by HPCL as per the Electrical layout drawing provided by the bidder & approved by HPCL

19.) The Bidder in consultation with concerned HPCL Officer will conduct training program for users, focusing on main features, operation and handling of the systems.

20.) Please note that in line with our technical specifications Solar Power generated should be used by connected equipment directly (without using battery) when sufficient Solar Power is getting Generated. In case of insufficient Solar Power, this equipment should draw power from Grid.

21.) HPCL reserves the right to shift the equipment after installation & commissioning, to a suitable location depending upon the need. The bidder will arrange to shift the equipment and install and commission the same. HPCL in this case will bear dismantling, reinstallation, transportation & transit insurance cost on mutually agreed rates.

22.) The Successful bidder must furnish a list of all the licenses number of all the software supplied by the Bidder, along with a COA (Certificate of authenticity) from respective OEMs. This must be submitted along with the invoices.

23.) The Bidder shall warrant as per standards for quality that anything to be furnished shall be new, free from all defects and faults in material, workmanship and manufacture, shall be of the highest grade and consistent with established and generally accepted standards for material of the type ordered, shall be in full conformity with the specifications, drawing or samples, if any and shall if operable, operate properly.

24.) As the work is to be done by the bidder at running retail outlets, No hot work permission will be granted by HPCL. Bidder has to intimate respective HPCL officer/COMCO In charge/COCO operator before start of work & follow all the safety precautions up to the satisfaction of HPCL.

25.) DELIVERY PERIOD : 4 weeks from date of LOI/PO whichever is earlier.

26.) It will be sole responsibility of the bidder to maintain the Solar Power system in good working condition upto the satisfaction of HPCL during warranty. In case , Bidder is unable to maintain the Solar Power System in good working condition up to the satisfaction of HPCL , HPCL will have right to do so thru some other agency at the risk & cost of the bidder and HPCL will not be responsible for any damages in the Solar Power System due to same.

AFTER SALES TERMS & CONDITIONS OF SOLAR POWER SYSTEM

1. ALL THE SYSTEMS AND EQUIPMENT INSTALLED BY VENDOR HAS TO HAVE A WARRANTY AGAINST MANUFACTURING DEFECTS FOR A PERIOD OF FIVE YEARS.
2. The Vendor will carry out all breakdown maintenance after receiving information from HPCL/ Dealer or their representatives. Vendors or their authorized representative have to attend, resolve and put back system into service within 48 hrs of registering the complaints .The breakdown maintenance report will be submitted to the HPCL/dealer.
3. . The service request /call logging will be done through HPCL's on line complaint management system ROMMS. In case of some unavoidable circumstances, complaint may be lodged telephonically or through email.
4. The Vendor will carry out all breakdown maintenance after receiving information from HPCL officials or their representatives. ROMMS is HPCL's web enabled real time maintenance tool and all the service agreement terms and conditions during the warrantee period would be monitored through ROMMS. HPCL will provide the access to vendor for operating ROMMS.
5. The Vendor's authorised service representative will carry out the required repairs of the Solar System and inform HPCL/Dealer office about the status of complaints through ROMMS. Vendors have to equip and support their local office at Delhi to operate and update all the status of the complaints logged of HPCL thru ROMMS.
6. Vendors or their authorised representative have to attend, resolve and put back system into service within 48 hrs of registering the complaints. The breakdown maintenance reports will be submitted to HPCL Comco officer/dealer and will be as per the format mutually agreed.
7. . For Breakdown calls the normal working hours will be Monday to Saturday from 0900 Hrs to 1800 hrs.
8. HPCL will provide electricity, water and compressed air required for carrying out maintenance of Solar Power system & its components free of cost.
9. . Fortnightly cleaning of the Solar PV module will be responsibility of the HPCL as per training provided by vendor

TECHNICAL SPECIFICATIONS OF SOLAR POWER SYSTEM

A. MAIN COMPONENTS OF THE SYSTEM

S. NO	ITEM NAME
1	SOLAR PV MODULE
2	SINGLE /DUAL AXIS TRACKER(IF REQUIRED):NOT APPLICABLE
3	STORAGE BATTERIES, BATTERY RACKS & ACCESSORIES (NOT APPLICABLE FOR THIS TENDER)
4	POWER CONDITIONING UNIT (PCU) INCLUDING TRUE SINE ONLINE INVERTER WITH MPPT CHARGE CONTROLLER
5	SOLAR ARRAY MOUNTING STRUCTURE/MMS
6	JUNCTION BOXES/ ENCLOSURES FOR INVERTERS/ CHARGE CONTROLLERS
7	AUTOMATIC CHANGE OVER SWITCH TO CHANGE FROM SOLAR POWER TO GRID POWER WHEN SUFFICIENT SOLAR POWER IS NOT AVAILABLE
8	CABLES, SWITCHES, CIRCUIT BREAKERS, CONNECTORS,
9	EARTHING AND LIGHTENING PROTECTION
10	DATA LOGGER, COMMUNICATION PORT, SOFTWARE FOR REMOTE SITE HEALTH MONITORING

The list is not exhaustive and is indicative only. Vendor needs to provide all accessories required for the smooth functioning of the Solar Power Plant. The specifications of the main components are as below:

I. SOLAR PV MODULE → Solar PV modules shall be the most efficient Multi Crystalline Silicon Solar PV cell and manufactured using proven industry standard materials and lamination techniques. The solar modules and production process employed in the manufacture of the offered module shall be in accordance with the requirements of 'MNRE' and as per IEC 61215 & IEC 61730. Relevant certificates need to be submitted along with technical bid.

APPROVED MAKE : Su-kam/Tata Power/ Vikram Solar/Alpex Solar/Equivalent make Poly Crystalline 320 Wp PV solar modules

In addition, the modules must conform to IEC 61 730 Part 1- requirements for construction & Part 2 - requirements for testing, for safety qualification or Equivalent IS code .

PV modules to be used in a highly corrosive atmosphere must qualify Salt Mist Corrosion Testing as per IEC 61701 /IS 61701.

Modules shall have 0-2.5% tolerance & no negative tolerance. The solar cell shall have high tempered anti-reflective surface coating to help to absorb more light in all weather conditions.

PV modules used in solar power plants/ systems must be warranted for their output peak watt capacity, which should not be less than 90% at the end of 12 years and 80% at the end of 25 years.

IDENTIFICATION & TRACEABILITY :

Each PV module must use a RF identification tag (RFID), which must contain the following information:

- (i) Name of the manufacturer of PV Module
- (ii) Name of the Manufacturer of Solar cells
- (iii) Month and year of the manufacture (separately for solar cells and module)
- (iv) Country of origin (separately for solar cells and module)
- (v) I-V curve for the module
- (vi) Peak Wattage, I_m , V_m and FF for the module
- (vii) Unique Serial No and Model No of the module
- (viii) Date and year of obtaining IEC PV module qualification certificate
- (ix) Name of the test lab issuing IEC certificate
- (x) Other relevant information on traceability of solar cells and module as per ISO 9000 series.

RFID shall be mandatorily placed inside the module laminate

II. SINGLE /DOUBLE AXIS TRACKER (IF REQUIRED)→ NOT APPLICABLE FOR THIS TENDER.

III. STORAGE BATTERY BANKS→NOT APPLICABLE FOR THIS TENDER.

The MAINT FREE VRLA Battery banks of sufficient no. of batteries with VOLTS rating 150/450 AH . The battery shall be of maintenance free **VRLA** type suitable for SPV application. The batteries shall use 2V cells and battery capacity is to be specified at C/10 rate with end cell cut off voltage 1.80 V/Cell.

Battery provided by the bidder should be of sufficient capacity for storage of Solar Power ,sufficient to meet requirement of solar power for the facilities connected connected to solar power for min. 4 hours continuously in case of any disruption in grid power. However, for the outlets situated in the cities having no grid power cut /shut down, Solar power system can be directly connected to the grid without provision of any battery bank

Design of the system should be such that the Batteries should be in 90% charge condition always except when power is getting drawn from them. Battery Power to be used only when Solar Power /Grid Power is not available . . Solar Power generated should be used by connected equipments directly (without using battery) when sufficient Solar Power is getting Generated. In case of insufficient Solar Power, these equipments should draw power from Grid. As mentioned above , in case of non availability of both Grid power & sufficient Solar Power , Power to be drawn from the battery bank.

IV. . The features like Battery make, capacity, voltage, size, connection combination etc. should be specified in the technical data sheet . However,approval of HPCL to be taken separately for each outlet before commencement of work at that outlet .

V. BATTERY RACK & ACCESSORIES → A suitable battery CABIN/CONTAINER shall be provided to suitably house the batteries in the CONTAINER/CABIN.Approval on the dimension of the battery BANK AND CABIN shall be taken from HPCL for each & every outlet . Battery terminal shall be provided with covers.

- VI. POWER CONDITIONING UNIT/INVERTER** → PCU shall receive the DC energy produced by solar array to DC bus for converting to AC voltage. Its MPPT (Maximum Power Point Tracking) control to extract maximum energy from solar array. MPPT Solar charge controller, pure sine wave online inverter and associated control and protection devices etc. shall be integrated into PCU. The PCU shall not have provision to charge batteries from EB grid supply. Batteries shall be charged from Solar Power only. DG set & grid supply will not be used to charge batteries. "

The inverter should conform to the 'MNRE' standards.

PCU shall provide 3 phase 4 WIRE, 415V TPN +/-5% V, 50+/-0.5 Hz supply on AC side

- VII. SOLAR ARRAY MOUNTING STRUCTURE /MODULE MOUNTING STRUCTURE (MMS)**
→The array structure shall be so designed that it will occupy minimum space without sacrificing the output from SPV panels. The structure shall be designed to allow easy replacement of any module & shall be in line with the site requirements. The array/module mounting structure shall be made of anodized aluminum channels of pipes or Hot dipped galvanized MS painted/GI channels of suitable size to ensure minimum loading on the structure. The support structure design & foundation shall be designed to withstand wind speed as per IS 875.

The module alignment & tilt angle shall be calculated to provide the maximum annual energy output. The overall solar array shall be fixed properly onto tracker system which ultimately shall be fixed on the steel super structure ensuring safety of the overall system.

MMS mounting structures can Withstand 160km/hr, Minimum distance between ground level and mounting structure is 0.5m. (Structural Steel to be used of SAIL,JINDAL, VIZAG make)

- VIII.** Protection to be provided against accidental open circuit, short circuit & reverse polarity.
- IX.** Protection against under/over voltage & under /over voltage as per IE Rules.
- X. CABLES/ JUNCTION BOXES/ SWITCHES** →

BOS Item / System	Applicable BIS /Equivalent IEC Standard Or MNRE Specifications of HPCL approved makes	
Cables	General Test and Measuring Method PVC insulated cables for working voltage up to and including 1100 V and UV resistant for outdoor installation	IEC 60227 / IS 694 IEC 60502 / IS 1554 (Pt. I & II)
Switches/Circuit Breakers /Connectors	General Requirements Connectors –safety A.C. /D.C.	IEC 60947 part I,II, III / IS 60947 Part I,II,III EN 50521
Junction Boxes /Enclosures for Inverters/Charge Controllers	General Requirements	IP 54(for outdoor)/ IP 21(for indoor) as per IEC 529

Approved make:

CCI, Kalinga, Anchor, Finolex, Plaza, Nicco, Universal, Gloster, Imperial,
Nicco, Polycab, RR, TCL, Gemscab, Havells, Industrial, RPG, Lapp make

XI. EARTHING & LIGHTNING PROTECTION →

Earthing: The array structure of the PV system shall be grounded properly using adequate number of maintenance free chemical new earthing pits. The new earth pits shall be interconnected with the existing earth grid. All metal casing / shielding of the plant, structure shall be thoroughly grounded to ensure safety of the power plant. Earth resistance readings for each EARTH PIT must be measured in presence of Engineer in charge or his authorised representative and the resistance values shall conform to relevant IS/ Indian electricity rules before commissioning of the plant and during warranty/ CAMC

Lightning: The SPV Power Plant shall be provided with lightning & over voltage Surge 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.

XII. DATA LOGGER → Data logger shall gather information & monitor the performance of the solar system. PC Data logging software shall enable automatic capturing and storing and analyzing with suitable audio/video indications throughout the life cycle of system data. The data logger also allows user to perform remote and web based monitoring and logging thru modem/VSAT/CDMA. Necessary hardware and software to be provided for data logging, remote monitoring and archiving the data with suitable communication ports. The system should be capable of capturing and monitoring the following thru a customized dashboard:

- Ambient temperature
- DC voltage
- DC current
- DC power
- EB voltage, frequency, current
- Inverter voltage, frequency, current KW & KWH
- Line PF, line KW, Total KW
- Date wise Energy generated FROM SOLAR &, used from Grid,
- MIS

CIVIL WORK → All civil works such as foundation, excavation, PCC, etc. required for the installation of various equipments and cabling as per scope of work is in Vendor's scope. Any damage caused to the existing buildings, structure, cable trenches shall be restored back to normal as a part of scope of work. **foundation for Module Mounting structures shall be 1:1.5:3 RCC Construction.**

TECHNICAL SDATA SHEET OF SOLAR POWER SYSTEM

TECHNICAL DATA SHEET (To be provided by Vendor)

Detailed Technical specs to be enclosed for all components of Solar Power Plant

ITEM	CONSOLIDATED TECH. DETAILS	MNRE APPROVED/IEC/BIS (Pls Specify)
SOLAR MODULE	<ul style="list-style-type: none">• MAKE:• MODEL:• NO:• etc.	
INVERTER	<ul style="list-style-type: none">• MAKE:• MODEL:• VOLTAGE:• SIZE :• etc.	
DATA LOGGER	<ul style="list-style-type: none">• MAKE:• MODEL:• COMMUNICATION PROTOCOL/MODE:• etc.	
CABLES, JUNCTION BOX, ASSOCIATED ASSESSORIES	<ul style="list-style-type: none">• MAKE:• SIZE :• Etc	



Formats of documents to submit				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Declaration on GST	GST Declaration.pdf	-	No
2	Declaration for relatives	Declaration for relatives.pdf	-	No
3	Declaration for non blacklisting	Declaration on non-blacklisting.pdf	-	No
4	Organization details	Organization Details.pdf	-	No

ATTACHMENT III

(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

Date :

Name :

Designation :

Seal.

ATTACHMENT II

DECLARATION FOR RELATIVES

The tenderer is required to state whether he/she is a relative of any director of HPCL or the tenderer is a firm in which director of HPCL or his relative is a partner of is any other partner of such firm or alternatively the tenderer is a private company in which director of HPCL is a member or director (the list of relative(s) for this purpose is given below)

N.B: Strike off whichever is not applicable. If the tenderer employs any person subsequent to signing of the above declaration and the employee so appointed happens to be relative of the officer of HPCL/Central/State government, the tenderer should submit another declaration furnishing the names of such employees who is /are related to the officer/s of HPCL/Central/State Government.

Date:

Signature-----

Name of person signing

Tenderer's Name & address with seal

List of Relatives: A person shall be deemed to be a relative of another, if any and only if, He/She/They are members of Hindu undivided family or He/ she/ they are husband and wife or **The one is related to the other in the manner indicated below:**

Father

Mother (including step mother)

Son (including step son)

Son's wife

Daughter (including step daughter)

Father's father

Mother's mother

Mother's mother

Mother's father

Son's son

Son's son's wife

Son's daughter

Son's daughter's husband

Daughter's husband

Daughter's son

Daughter's son's wife

Daughter's daughter

Daughter's daughter's husband

Brother (including step brother)

ATTACHMENT I

DECLARATION FOR NON BLACK LISTING

(To be submitted along with un-priced bid)

We, /M/s_____ hereby declare/clarify that we have not been banned by any Government or quasi Government agencies or Public sector Undertakings.

NOTE: If a bidder has been banned by any Government or Quasi Government Agencies or Public Sector Undertakings, the fact must be clearly stated with details. If this declaration is not given along with un-priced bid, the tender will be rejected as non-responsive.

Signature of bidder & Seal



Bidder & Organization Details		
Name of Bidder		Bidder Response
Vendor Code		
Type of Organisation & Entity Details	Status (Prop/HUF/Partnership/Ltd Co)	
	NAME OF Proprietor/Partners/Directors)	
	Office Address with Pin Code & Telephone Number	
	Factory Address with Pin Code & Telephone Number	
	E Mail ID and address	
	Name of Contact Person & Contact Number (Landline/Mobile)	
PAN NUMBER (copy to be uploaded)		
Whether registered under NSIC/MSME (certificates to be uploaded)	If NSIC - Certificate No. & validity	
	If MSE - Certificate No. & validity	
	Whether SC/ST under MSME (Certificate attached Yes/No)	
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	

.....
SEAL, SIGNATURE AND NAME OF THE TENDERER

ADVICE FROM SUPPLIER/VENDOR/CONTRACTOR FOR E-PAYMENT
(ON LETTER HEAD)

To: M/s Hindustan Petroleum Corporation Limited, Mumbai-400 020.

Dear Sirs,

The following is a confirmation/updation of my bank account details and I hereby affirm my / our choice to opt for payment of amounts due to me under various contracts through electronic mode. I understand that HPCL also reserves the right to send the payments due to me by a cheque / Demand Draft / electronic mode or through a banker.

A. SUPPLIER / CONTRACTOR DETAILS

1. Supplier / Contractor Name :
2. Supplier / Contractor Code :
3. Address (Incl. PIN code) :
4. Controlling Office Name/SBU :
5. P.A.No.(photocopy to be enclosed) :
6. E-mail ID :

B. PARTICULARS OF BANK ACCOUNT

1. Bank Name :
2. Branch Name /branch code :
3. Branch Address (incl. Pin code) :
4. 9 Digit MICR No. of Bank and Branch :
5. Account Type (Savings/Cash credit/Current) ::
6. Account Number (as appearing on cheque) :
7. IFSC Code of the Branch (For RTGS) :
8. IFSC Code of the Branch (For NEFT) :

I hereby confirm that the particulars given above are correct and complete and also undertake to promptly advise any changes to the above details to HPCL. If the transaction is delayed or not effected for reasons of incomplete or incorrect information or banking delays, I shall not hold Hindustan Petroleum Corporation Ltd.responsible. I also agree for printing of the bank details on the cheque or DD if the payment is effected by cheque / DD.

Name & Signature of supplier / contractor/Authorized Signatory

Date:

Official Seal

- Note:
1. Bank details (B 1 to 8) to be confirmed by the bankers. Such confirmation shall be duly signed & stamped by the bank's authorized representative.
 2. Please enclose cancelled / photocopy of a cheque.

Name, Seal & Signature of the Bank's authorized representative.

Tender No. : 21000008-HB-11104



Tender Published On : 21-Jul-2021 23:38

Tips for bid submission				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Tips for bid submission	Tips for Bid Submission.pdf	-	No

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

As you are aware, HPCL has rolled out an improved e-Procurement portal for floating of tenders and receiving bids. The new application is simpler and more users friendly compared to the previous system. Further it is designed to ensure security and confidentiality of your bids till the tender opening and provide transparency after bid opening. **However, it has been observed in few instances that vendors tend to submit their bid only in the last hour even when they are submitting bid on this platform for the first time and for some reasons are not able to submit their bids within due time.** The following document is prepared based on such vendor experiences, so that you can avoid such pitfalls and successfully submit bid in the new system:

1. Please note that in the current system you are NOT required to download the tender, take a print of the same followed by physically signing on all pages of the tender. You are also not required to scan the signed tender document and upload the same. **Simply generate the technical bid pdf / priced bid pdf, digitally sign, encrypt and upload same for bid submission.**
2. Please start the process of bid preparation well in advance and do not wait for the last moment to get DC validated/prepare the technical bid and priced bid. In the current system the process mimics the manual bidding procedure. You have to enter all the necessary technical responses in the form provided (i.e., upload necessary pdf documents like vendor declaration form and answer the questions). You also have to enter the rates for various items followed by taxes and **preferably save the work in your local machine(Tab-"Work without attaching doc")**. **Please note that during this process we are not capturing any data entered by you in the server.**
3. You get to **save work** only if you work in the tab "**Work without attaching docs**" and you **only generate the bid documents** in tab "**Attach doc and generate envelope**". You will **not** be able to generate the bid from tab "**Work w/o attaching doc**". **Only after you submit the digitally signed document, the same is stored in the server in encrypted format.** The main points are:
 - a. You can go to the forms any number of times and generate any number of Technical bid pdf and priced bid pdf before you finally submit the same – **(however system will allow only for uploading the latest generated document)**.
 - b. You may generate both the documents, digitally sign and keep it ready, in case you want to submit the same only on last day. However, it is recommended, not to wait till the last day as traffic congestion, unforeseen connectivity issue or other aspects may adversely affect your bid submission chances.
 - c. If you have already submitted a bid and you do not want to submit a modified bid, you also have the option to withdraw the submitted bid. You may select **tender from home screen and go to "Prepare tender">>"Regret"** for same.
4. Please note that the larger your bid size, the lesser are the chances of successful bid submission in the system. This is not for the fact that server cannot receive big files, but the fact that traffic congestion, connectivity speed, type of connection and other aspects adversely affect the time taken for upload of large files. So it may happen

that the session times out before the entire upload is completed (The current session out time is 30 minutes). The main points are:

- a. Please keep the size of the bid document within 40-45 MB (max). To keep the size of the bid document low, you must scan all the documents in low resolution, preferably 150-200 dpi wherein the data should be legible. Further please scan in grayscale and not color to reduce file size. For large drawings, please scan the same in jpeg format and later convert same to pdf to reduce size of pdf document.
 - b. Whenever there is a requirement to upload supporting documents like old PO copies, or credential document, please focus on the main requirement. If the PO copies are meant to arrive at value of jobs executed, you may scan only the first page (where name of client is given) and last page of the PO (where value of PO) is mentioned. This way you can avoid unnecessarily inflating the size of bid document.
 - c. Pl ensure to upload all such supporting documents in your bid which can have a financial implication while arriving at the net delivered cost as such documents cannot be received at the technical evaluation stage.
5. In case of any doubt regarding the tender, you may raise queries to clarify the same before due date. Please remember that for every tender, the query start date and query end date is specified in the first page of the tender document. You cannot raise any query after the query end date is over, so it makes sense to start the bid preparation process early.
6. And finally, if you have any issue during the bid preparation process, pl get in touch with e-procurement helpdesk at [022-42100111](tel:022-42100111) and seek help. However, you must seek help at least two to three days (min) in advance so that if there is really any issue, we have time to remedy the same. You will realize that, helpdesk can do very little if you are calling up helpdesk on the last day/last hour.

Supplementary section on saving work

As with any application, the e-procurement application also has multiple options to generate the bid documents based on requirement of vendors. The two **broad classification** to generate 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**- Most of the tenders floated by locations are of this nature. Since the No of items where rate is to be entered is very limited and there are not too many questions, vendors can directly click on “Prepare tender”>> “Generate Technical/Priced bid” >> “Attach document and generate envelope”, enter the item rates, upload documents etc and directly click on “Generate technical bid”, followed by “Generate Priced bid”. However, there is no option to save the work. So if the vendor wishes to resubmit the bid with modified rates, they have to enter rates for all items again and similarly enter all other responses again. **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** – Though the number of such tenders is lesser, these are more crucial in nature for obvious reasons. For such tenders, the first method of generating bid can be very risky as there is no option to save interim work. Further, the **session**

out time for application is 30 minutes, which means if you do not click on “generate bid” button within 30 minutes of landing in the page the work can get lost. The correct method is as follows:

- a. Click on “Prepare tender” >> “Generate Technical/Priced bid” >> “Work without attaching document”. Here you must enter the rates, enter responses to question etc, except for uploading the documents. Once you have made adequate entries and nearing 20 minutes, please click on the tab “Save work on local computer”, show the path as “Desktop” or “My document” etc and save your work. An xml file containing your data will get saved in your computer.
 - b. Now click on “Upload values from local computer” and show path of saved document. The rates and responses will get filled up till the previous work done and you can fill up rates of balance items from that point. Save your work when you are approaching 20 minutes. You can do this as many times required. The main advantage is that your work is always saved and available for use.
 - c. Once you are through with all the rates and responses, you may click on the tab “Generate Technical and Priced bid envelope”>> “Attach doc and generate envelope”. Now click on the tab at the bottom of screen “Update value from local computer”. You will see that all the item rates and responses have got populated against appropriate section. Now you may show path of documents to be uploaded if any.
 - d. Once you find that all rates are entered, responses are filled up and documents are uploaded, you may click on “Generate technical bid envelope” followed by “Generate Priced bid envelope”. You will get an option to save document, which can be saved in “desktop” or My documents”.
 - e. Please note that in case you want to modify some value in your bid document simply click on “Update value from local computer” and show path of xml file. The values will be filled up on screen and will be available for editing. You may make necessary changes and then again “Generate technical bid envelope” followed by “Generate Priced bid envelope”.
 - f. Please remember to upload only the latest generated xml file.
3. The final step requires you to check the pdf document for correctness. If found Ok, it is required to be digitally signed. The digitally signed document is then required to be encrypted by using the “Bid encryption utility”, hosted in “utility” tab. This encrypted document shall be submitted by you.
 4. Please ensure that you are uploading only the latest generated “Technical bid envelope” and “Priced bid envelope”, after digitally signing and encrypting the same.
 5. It is recommended that you use the “Signing cum encryption utility” for signing and encrypting the document in one step. Alternately you may install and use “Jsignpdf”, which is license free signing utility only for signing.
 6. It is also recommended that you check the hash of the document and match it with the hash value given on the screen prior to uploading of bid document. Please refer “Manual for checking hash before and after signing”.



Bidders checklist

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. Please upload the declaration as per the specimen given in the tender		-	Mandatory
2	Confirm acceptance of technical specification and scope of supply as per tender enquiry. (Write "I Accept and Agree")		-	Allowed
3	VALIDITY: Confirm your offer is valid for 90 days from due date/extended due dates for placement of order.		-	Allowed
4	PAYMENT TERMS: Confirm acceptance of payment terms as specified in the attached Terms & Conditions.		-	Allowed
5	DELIVERY PERIOD: Confirm Acceptance of Delivery Period as per terms of tender		-	Allowed
6	MSME Registration Details . If Registered , please upload the certificate/S.		-	Allowed
7	Confirm that the percentage of GST applicable has been correctly entered. Upload GST declaration as per format provided in tender		-	Mandatory
8	Mention your entity details PROP or PARTNER or LTD		-	Allowed
9	Confirm your acceptance for Price Reduction Clause incase of delayed delivery as per the attached Terms & Conditions.		-	Allowed
10	Confirm acceptance of ARBITRATION clause.		-	Allowed
11	Offers deviating from our Commercial Terms, and Offers not accompanied by this Agreed Terms & Conditions are liable for rejection without recourse to the Bidder. Please confirm your acceptance		-	Allowed
12	Please upload declaration for relatives as per specimen provided in tender		-	Mandatory
13	Please upload Organization details as per specimen provided in tender		-	Mandatory
14	Contact Details: NAME OF CONTACT PERSON		-	Allowed
15	Contact Details: TELEPHONE NUMBER - OFFICE		-	Allowed
16	Contact Details: TELEPHONE NUMBER - RESI		-	Allowed
17	Contact Details: MOBILE NUMBER		-	Allowed
18	Contact Details: FAX NUMBER		-	Allowed
19	GST Number (Attach Proof)		-	Allowed
20	Any other documents		-	Allowed