

Tender No. : 21000006-HB-11991



Tender Published On : 10-Aug-2021 09:55

Hindustan Petroleum Corporation Limited  
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	Solar plant (628KW) CAMC	
Description	RECTIFICATION AND CAMC FOR SOLAR PLANT CNT	
Tender Type	Limited	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	31-Aug-2021 15:00	
Reverse Auction Applicable	No	
Pre Bid Conference Start Date & Time		
Pre Bid Conference End Date & Time		
Queries Start Date & Time	12-Aug-2021 15:00	
Queries End Date & Time	27-Aug-2021 15:00	
Un Priced Bid Open Date & Time	31-Aug-2021 15:30	
Purchase Deptt.	PURCHASE DEPARTMENT- SOUTH ZONE RETAIL	
TF/EMD Drop Box Address	HPCL Chennai New Terminal	
Tender Description	This Tender is being floated to receive competitive bids from vendors to carry out pre rectification works for 628 KW and followed by CAMC for solar plants.	
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
RECTIFICATION AND CAMC FOR SOLAR PLANT CNT						Mandatory: Yes	
1	RECTIFICATION OF SOLAR PLANTS	11991-CHENNAI NEW TERMINAL	Lump Sum	1		33AAACH1118B1ZJ	Yes
DESCRIPTION => ONE TIME RECTIFICATION OF SOLAR PLANTS: ONE-TIME RECTIFICATION JOBS ARE ROUGHLY SUMMARIZED AS BELOW. HOWEVER, ANY ADDITIONAL JOBS THAT NEEDS TO BE DONE IN ORDER TO ATTAIN NMGG IS IN VENDOR SCOPE. WORKS INVOLVED ARE, BUT NOT LIMITED TO THE FOLLOWING: 1. RECTIFICATION OF 4 INVERTORS (1 SMA STP 25000TL-30, 2 NOS SMA SOLID-Q50, 1 NOS DELTA RPI-M30A.) ASSOCIATED PV PANELS, ACDB PANEL AND ASSOCIATED WORKS. RECTIFICATION OF INVERTORS INVOLVES REVIVING OF TERMINATION BLOCK INSIDE INVERTORS. 2. REPLACEMENT OF OTI AND WTI AND ITS INDICATION PANEL OF SOLAR STEP UP TRANSFORMER WITH ASSOCIATED WIRING. 3. REPLACEMENT OF DAMAGED STRING CABLES (DC CABLE-6 SQMM QUANTITY APPROXIMATELY 1000 METER). 4. RESTORATION OR REPLACEMENT OF 5 NOS IP 65 STRING BOX. 5. REPLACEMENT OF 4 RADIATOR COOLANT WINGS OF SOLAR (258 KW) STEP UP TRANSFORMER (315KV) AND SUBSEQUENT STREAMLINE OIL FILTRATION OF TRANSFORMER (AFTER OIL FILTRATION IS COMPLETED, TEST CERTIFICATE FROM NABL ACCREDITED LAB NEEDS TO BE PROVIDED FOR BREAK DOWN VOLTAGE, DISSOLVED GAS ANALYSIS AND ASSOCIATED PARAMETERS (SUPPLY OF TRANSFORMER OIL IN VENDOR SCOPE). 6. SUPPLY AND INSTALLATION OF CABLE LEGS, GLANDS, TERMINAL BLOCKS, RAILS, FERRULES ETC. IS IN VENDOR SCOPE. 7. PAINTING OF SOLAR TRANSFORMER AND ASSOCIATED PANELS IN VENDOR SCOPE. PAINTING SPECS AS PER TENDER SPECS. 8. SUPPLY, INSTALLATION AND INTEGRATION OF 1 NOS IRRADIATION SENSOR FOR 258 KW SOLAR PLANT. 9. SUPPLY AND INSTALLATION OF ONLINE MONITORING SYSTEM FOR 120 KW ROOF TOP SOLAR WITH APPROVED MAKE INVERTERS.							
2	CAMC OF 258 KW SOLAR PLANT	11991-CHENNAI NEW TERMINAL	Quarter	12		33AAACH1118B1ZJ	Yes
DESCRIPTION => CAMC OF 258 KW GROUND MOUNTED SOLAR PLANT: COMPREHENSIVE AMC OF SOLAR PLANT, 315 KVA STEP UP TRANSFORMER, VCB, ASSOCIATED PANELS WITH ONE VISIT PREVENTIVE MAINTENANCE EVERY QUARTER AND ANY BREAKDOWN VISIT ON NEED BASIS THEREBY ENSURING NMGG CLAUSE OF THE TENDER. ONLINE TRACKING OF SOLAR IRRADIATION AND GENERATION IS IN VENDOR SCOPE. ANY DATA/SIM CARD RENTAL OR NEW SIM CARD CHARGES DURING AMC PERIOD FOR ONLINE MONITORING ON NMGG IS IN VENDOR SCOPE. SCOPE TO INVOLVE CLEANING OF SOLAR PANELS ONCE IN EVERY WEEK. THE WATER SHALL BE PROVIDED BY HPCL. HOWEVER, ALL PLUMBING HOSES OR PIPING CONNECTIONS IF ADDITIONAL REQUIRED SHALL BE IN THE SCOPE OF THE VENDOR. SCOPE OF COMPREHENSIVE MAINTENANCE INCLUDES TIMELY RECTIFICATION OR REPLACEMENT OF ALL SOLAR PLANT AND RELATED EQUIPMENT SUCH AS INVERTERS, PV PANELS, STRING AND LT CABLES, ASSOCIATED JBS, ETC. SCOPE OF AMC ALSO INCLUDES THE SOLAR PLANT OUTDOOR SHEDS TO BE PAINTED REGULARLY TO AVOID CORROSION. ALL MATERIALS, SPARES, TOOLS, TACKLES, LABOR, TRANSPORTATION COST ETC ARE IN THE SCOPE OF THE VENDOR. ANY COST TOWARDS BREAKDOWN VISITS ARE IN THE SCOPE OF THE VENDOR. VENDOR TO ATTEND TO ISSUES ON TIMELY BASIS TO ENSURE NMGG AND TO AVOID PENALTY.							
3	CAMC OF 250 KW SOLAR PLANT	11991-CHENNAI NEW TERMINAL	Quarter	12		33AAACH1118B1ZJ	Yes
DESCRIPTION => CAMC OF 250 KW GROUND MOUNTED SOLAR PLANT: COMPREHENSIVE AMC OF SOLAR PLANTS WITH ONE VISIT PREVENTIVE MAINTENANCE EVERY QUARTER AND ANY BREAKDOWN VISIT ON NEED BASIS THEREBY ENSURING NMGG CLAUSE OF THE TENDER. ONLINE TRACKING OF SOLAR IRRADIATION AND GENERATION IS IN VENDOR SCOPE. SCOPE TO INVOLVE CLEANING OF SOLAR PANELS ONCE IN EVERY WEEK. THE WATER SHALL BE PROVIDED BY HPCL. HOWEVER, ALL PLUMBING HOSES OR PIPING CONNECTIONS IF ADDITIONAL REQUIRED SHALL BE IN THE SCOPE OF THE VENDOR. SCOPE OF COMPREHENSIVE MAINTENANCE INCLUDES TIMELY RECTIFICATION OR REPLACEMENT OF ALL SOLAR PLANT AND RELATED EQUIPMENT SUCH AS INVERTERS, PV PANELS, STRING AND LT CABLES, ASSOCIATED JBS ETC. SCOPE OF AMC ALSO INCLUDES THE SOLAR PLANT OUTDOOR SHEDS TO BE PAINTED REGULARLY TO AVOID CORROSION. ALL MATERIALS, SPARES, TOOLS, TACKLES, LABOR, TRANSPORTATION COST ETC ARE IN THE SCOPE OF THE VENDOR. ANY COST TOWARDS BREAKDOWN VISITS ARE IN THE SCOPE OF THE VENDOR. VENDOR TO ATTEND TO ISSUES ON TIMELY BASIS TO ENSURE NMGG AND TO AVOID PENALTY.							
4	CAMC OF 120 KW SOLAR PLANT	11991-CHENNAI NEW TERMINAL	Quarter	12		33AAACH1118B1ZJ	Yes
DESCRIPTION => CAMC OF 120 KW ROOF MOUNTED SOLAR PLANT: COMPREHENSIVE AMC OF SOLAR PLANTS WITH ONE VISIT PREVENTIVE MAINTENANCE EVERY QUARTER AND ANY BREAKDOWN VISIT ON NEED BASIS THEREBY ENSURING NMGG CLAUSE OF THE TENDER. ONLINE TRACKING OF SOLAR IRRADIATION AND GENERATION IS IN VENDOR SCOPE. SCOPE TO INVOLVE CLEANING OF SOLAR PANELS ONCE IN EVERY WEEK. THE WATER SHALL BE PROVIDED BY HPCL. HOWEVER, ALL PLUMBING HOSES OR PIPING CONNECTIONS IF ADDITIONAL REQUIRED SHALL BE IN THE SCOPE OF THE VENDOR. SCOPE OF COMPREHENSIVE MAINTENANCE INCLUDES TIMELY RECTIFICATION OR REPLACEMENT OF ALL SOLAR PLANT AND RELATED EQUIPMENT SUCH AS INVERTERS, PV PANELS, STRING AND LT CABLES, ASSOCIATED JBS ETC. SCOPE OF AMC ALSO INCLUDES THE SOLAR PLANT OUTDOOR SHEDS TO BE PAINTED REGULARLY TO AVOID CORROSION. ALL MATERIALS, SPARES, TOOLS, TACKLES, LABOR, TRANSPORTATION COST ETC ARE IN THE SCOPE OF THE VENDOR. ANY COST TOWARDS BREAKDOWN VISITS ARE IN THE SCOPE OF THE VENDOR. VENDOR TO ATTEND TO ISSUES ON TIMELY BASIS TO ENSURE NMGG AND TO AVOID PENALTY.							



<b>RECTIFICATION AND CAMC FOR SOLAR PLANT CNT</b>				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	1.Please confirm that you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly mentioned here.		-	No
2	2.Technical		-	No
3	A. Acceptance of technical specifications and scope of supply as per tender enquiry.		-	No
4	B. In case of deviation, confirm that the same has been highlighted separately.		-	No
5	3.Firm Prices- Confirm quoted prices will remain FIRM Fixed till complete execution of the order.		-	No
6	4.Delivery period- Confirm acceptance of delivery period as indicated in the tender documents.		-	No
7	5.Delayed Delivery OR Liquidated Damages- Confirm your acceptance for delayed delivery clause as per the attached Terms and Conditions.		-	No
8	6.Payment terms- Confirm acceptance of payment terms as specified in the attached Terms & Conditions.		-	No
9	9.Validity- Confirm that your offer is valid for 90 Days from due date OR extended due date of the tender.		-	No
10	14.Confirm acceptance of ARBITRATION clause.		-	No
11	IMPORTANT NOTES : i) In case of any contradiction, the information filled by the Bidders in this Agreed Terms & Conditions shall prevail. ii) Offers deviating from our Commercial Terms, and Offers not accompanied by this Agreed Terms & Conditions are liable for rejection without recourse to the Bidder.		-	No
12	Upload Technical Documents here if applicable		-	No
13	Technical Documents-1		-	Allowed
14	Technical Documents-2		-	Allowed
15	Technical Documents-3		-	Allowed
16	Tender Document	Tender document for CAMC of solar plants final.pdf	-	No
17	E Tender terms	1.E tender terms.pdf	-	No
18	General Information	2.General Information.pdf	-	No
19	GTC Works	3.2GTC WORKS 22042020.pdf	-	No
20	Declarations	4.Declarations.pdf	-	No
21	Exceptions and Deviations	5.Exceptions and Deviations.pdf	-	No
22	Bidder and Organisation Details	6.Bidder and Organisation Details.PDF	-	No
23	GST Declarations	7.GST Declaration.pdf	-	No
24	Arbitration Clause	8.ARBITRATION CLAUSE.pdf	-	No
25	Audit of Contract	9.AUDIT OF CONTRACT.pdf	-	No
26	HSE Policy	10.Comprehensive HSE Policy.pdf	-	No
27	PBG Details	11. PBG Details.pdf	-	No
28	CPBG Details	12. CPBG Details.pdf	-	No
29	BG for SD	13. BG for SD details.pdf	-	No
30	Delisting Declaration	14. Delisting Declaration.PDF	-	No
31	Instructions to Bidders	15. Instructions to Bidders.pdf	-	No
32	Liquidated Damages	16. Liquidated Damages.pdf	-	No
33	Tips for submission	17.TipsBidsubmission.PDF	-	No
34	Vendor Bidding module	18. Vendor Bidding module step by step.pdf	-	No

**HINDUSTAN PETROLEUM CORPORATION LIMITED**

**CHENNAI NEW TERMINAL**



**DOMESTIC NOTICE FOR INVITATION FOR BIDS (IFB)  
FOR PRE-AMC SERVICING AND CAMC OF SOLAR  
PLANTS AT CHENNAI NEW TERMINAL, HPCL, CHENNAI**

**BIDDING DOCUMENT NO.:**

**(DOMESTIC COMPETITIVE BIDDING)**



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

**TABLE OF CONTENTS**



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

**TABLE OF CONTENTS**

<b>SECTION NO.</b>	<b>CONTENTS</b>	<b>PAGE NO.</b>
1	NOTICE INVITING E-TENDER	4
2	INTRODUCTION	7
3	BID QUALIFICATION CRITERIA	10
4	GENERAL INSTRUCTIONS	14
5	SPECIAL CONDITIONS OF CONTRACT	26
6	TIME SCHEDULE	48
7	ANNEXURES	50
8	FORMS & CHECKLIST	53



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

## **SECTION-1**

### **NOTICE INVITING E-TENDER**



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

**NOTICE INVITING E-TENDER**

**E- NOTICE INVITING TENDER FOR PROVIDING PRE-AMC SERVICING AND CAMC OF SOLAR PLANTS IN HPCL, CHENNAI NEW TERMINAL**

HPCL invites online bids for pre-AMC servicing & CAMC of solar plants in HPCL, Chennai New Terminal at NCTPS Main Road, Athipattu Pudunagar, Vallur Village, Thiruvallur Dist, 600120, Tamil Nadu.

Sl. No	SALIENT FEATURES	:	DETAILS
a)	Bidding Document and subsequent Addendum/ Corrigendum (if any) available on Web-site for viewing and downloading	:	<b>From 15.07.2021 to 31.07.2021 upto 1200 Hrs. (IST).</b>
b)	Earnest Money Deposit (EMD)/ Bid Security	:	Rs. 43477.44 (Rupees Forty Thousand Four Hundred and Seventy Seven Only) Refer <b>section no. 4.15</b> for further details.
c)	Last date and time of submission of Earnest Money Deposit (EMD) / Bid Security in Original	:	Original EMD shall be submitted by the bidder on or before the final bid due date and time of e-bid submission and a copy shall be uploaded in the designated place in e-procurement portal.
d)	Last date and time of submission of e-Bids (Bid Due Date)	:	Up to <b>12:00 Hrs. (IST) on 15.07.2021</b>
e)	<b>e-Tendering portal for submission of e-bids</b>	:	<a href="http://etender.hpcl.co.in">http://etender.hpcl.co.in</a>

2. The bid shall be submitted online only at HPCL Website, <http://etender.hpcl.co.in>. Manual bids shall not be accepted.

3. HPCL reserves the right to reject any or all the bids without assigning any reason and the decision of HPCL shall be final and binding.





**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

**SECTION-2**  
**INTRODUCTION**



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

## **2.1 BACKGROUND**

M/s. Hindustan Petroleum Corporation Limited (HPCL) is a Maharatna Central Public Sector Enterprise, involved in Refining, Marketing and Distribution of Petroleum products.

HPCL has a White Oil Terminal at NCTPS Main Road, Athipattu Pudunagar, Vallur Village, Thiruvallur Dist, 600120, Tamil Nadu. The terminal is situated around 25 kms from Chennai Central. This tender is floated for pre-AMC servicing and comprehensive AMC of solar plants at HPCL, Chennai New Terminal as per tender terms and conditions.

HPCL invites e-bids through HPCL portal (<http://etender.hpcl.co.in>) for implementation of port to terminal communication project at HPCL, Chennai New Terminal under single stage two part system (Part-I: Techno-commercial Part & Part-II: Price Part) from competent agencies meeting the Bid Qualification Criteria (BQC) as stated under section 3.

## **2.2 BRIEF SCOPE OF WORK**

The scope of job includes but not limited to:

2.1. Performing Pre-AMC servicing of all solar plants 628KW (258KW Ground mounted+250KW Ground mounted+128KW Roof mounted) and achieve Net Minimum Generation Guarantee.

2.2. To provide a comprehensive maintenance contract for operation and maintenance of 628KW (258KW Ground mounted+250KW Ground mounted+128KW Roof mounted) AC solar photovoltaic (PV) power plants for a period of 3 years on quarterly visit basis.



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

**2.3 VALIDITY OF PURCHASE ORDER:**

This Purchase Order shall come into effect from the date of Purchase Order / Letter Of Intent whichever is earlier and shall remain in force for a period of twelve months.



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

**SECTION-3**  
**BID QUALIFICATION CRITERIA**



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

### **3.0 BID QUALIFICATION CRITERIA:**

Bidder shall fulfill the following Qualification Criteria in order to qualify for subject work:

#### **3.1 Financial :**

Average Annual Financial Turnover during the last 3 years, ending 31<sup>st</sup> March, of the previous financial year, i.e., 2020-21 should be at least 6.5 lakhs.

Note : In case annual financial results have not been declared/published for the previous financial year i.e. 2020-21; financial results of 2018-19, 2018-19, 2019-20 will be considered for bid evaluation.

#### **3.2 Technical:**

Applicants shall have experience of having successfully carried out and completed similar work during the last 7 years ending last day of the month previous to the one in which tenders are invited, which experience should be any one of the following:

The Bidder should have completed at least one similar work costing not less than **Rs. 17.4** lakhs in the last 7 years ending 30/06/2021.

**Or**

The Bidder should have completed at least two similar works costing not less than **Rs. 10.9** lakhs in the last 7 years ending 30/06/2021.

**Or**

The Bidder should have completed at least three similar works costing not less than **Rs. 8.7** lakhs in the last 7 years ending 30/06/2021.

**Definition of similar work:** Similar work shall mean the bidder the bidder has successfully executed supply, design and commissioning solar plants of minimum 120 KW capacity **OR** have carried annual maintenance contract of solar plant of minimum 120 KW capacity in petroleum storage installation/terminal/depot/LPG plant/Refinery or petrochemical complex in



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

India during the last 7 years ending with the last day of the month previous to the month in which applications are invited.

For this purpose, following shall be considered as single job during the stated period if the job(s) is:

- a. Carried out at single installation through a single or multiple purchase orders.
- b. Carried out at multiple locations through a single purchase order
- c. Carried out at multiple locations through multiple purchase orders but through a single bidding process.

**Note:**

- **Both the above criteria to be met for qualification of applicants. The vendor shall submit job completion report as the proof for completed works.**
- **Criteria for prior experience and prior turnover to be relaxed by 15% for Micro and Small Enterprises subject to meeting the prescribed quality and technical specification of the tendered items/services.**



## **SECTION-4**

### **GENERAL INSTRUCTIONS**

#### **4.0 GENERAL INSTRUCTIONS**

4.1 Parties who are affiliates of one another can decide which Affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

submit a bid, then any one or all of them are liable for disqualification. However, upto 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to a consortium shall apply to them.

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

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

4.2 Bids may be submitted by:

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

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

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





**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

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

4.3.3 In case the bidder(s) is/are a consortium (including an unincorporated JV), then the following conditions will apply:

4.3.3.1 Each member in a consortium may only be a legal entity and not an individual person;

4.3.3.2 the Bid shall specifically identify and describe each member of the consortium;

4.3.3.3 the consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);

4.3.3.4 One participant member of the consortium shall be identified as the “Prime member” and contracting entity for the consortium;



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

4.3.3.5 this prime member shall be solely responsible for all aspects of the Bid/Proposal including the execution of all tasks and performance of all consortium obligations;

4.3.3.6 the prime member shall fulfil each eligibility criteria;

4.3.3.7 a commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the member's commitment to perform all relevant tasks and obligations in support of the Prime/lead member of the Consortium and a commitment not to withdraw from the consortium;

4.3.3.8 No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of the Owner.

4.3.3.9 No change in plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;

4.3.3.10 No consortium member shall hold less than 25% stake in a consortium;

4.3.3.11 Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;

4.3.3.12 Any person or entity can bid either singly or as a member of only one consortium.

4.3.4 In case the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, then the foreign bidder shall have to fulfill each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

that in case of any failure of any supply or performance of the equipment, machinery, material or plant or completion of the work in all respects and as per the warranties/ guarantees that may have been given, then the foreign company shall assume all obligations under the contract. Towards this purpose, it shall provide such comfort letter/guarantees as may be required by HPCL. The guarantees shall cover inter alia the commitment of the foreign company to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the Indian arm or to render the same themselves so as to ensure completion of the contract when awarded, an undertaking not to withdraw from the contract till completion of the work, etc.

#### **4.3.5 AUTHENTICATION OF DOCUMENTS**

4.3.5.1 Bidder should attach scanned copy of work order/Purchase Order enumerating scope of work, delivery period & terms. Bidder shall also attach scanned copy of work completion certificate mentioning value of work, broad scope of work, successful completion of work within contractual period, details of delay if any or alternatively, documents viz. Payment Proof of Running & Final bill to establish that work has been successfully completed as per Purchase order cited for qualifying under BQC. Bidder shall submit all the forms attached (Form I to IV) duly filled and signed by the competent authorities mentioned.

4.3.5.2 Bidders shall submit documents in support of meeting the Bidder Qualification Criteria duly certified by CEO/ CFO/ Company Secretary or any member of the Board of Directors in case of limited companies (Private / Public Limited)

4.3.5.3 CEO/CFO/Company Secretary or any member of the Board of Directors in case of a limited company can either sign all the pages of the documents or submit a certificate signed by them, listing out all the BQC documents / MSE



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

documents submitted in the bid along with basic details, duly referenced. In case of Proprietorship / Partnership firms, the authentication shall be by the proprietor/ any two partners and also notarized by public notary on all pages of the documents shall be required. If the above supporting documents are not in English language, then the English translation copy of the same shall also be furnished duly certified, stamped and signed by Local Chamber of Commerce or any translator in India recognized/ authorized by Government of India/ Tamil Nadu.

4.3.5.4 In addition to above, bidder shall furnish an undertaking in the format enclosed as **Annexure-I**, from the same authority (authorities) who had signed and authenticated the documents.

4.3.5.5 Requirement of above certification shall not be applicable to published audited annual financial statements in English, if original booklets are submitted.

4.4 The Institute of Charter Accountant of India at its 379th council meeting dated 17-18th December, 2018 made generation of Unique Document Identification Number (UDIN) mandatory for every signature of full time practicing chartered accountant in phased manner for the following service:

- a) All certificates with effect from 1st February, 2019.
- b) GST and Income Tax Audit with effect from 1st April, 2019.
- c) All audit and Assurance Functions with effect from 1st July, 2019.

In view of the above, bidder shall ensure that any certificate/ reports issued/ attested by an practicing chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate/ reports issued/



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

attested without UDIN number of practicing chartered accountant in India shall not be considered for evaluation.

This requirement of including UDIN shall not be applicable for certificate/ reports issued/ attested by a chartered accountant practicing in foreign country.

4.5 Bidders shall be required to upload the digitally signed authenticated copies of documents for meeting BQC on the e-tendering portal only. In that case, bidders shall not be required to submit the original authenticated documents in physical form.

4.6 Submission of authentic documents is the prime responsibility of the bidder. HPCL reserves a right of getting the qualification documents cross verified including from the document issuing authority.

4.7 HPCL reserve the right to assess bidder's capability and capacity to execute the work using in-house information.

4.8 Bidder may note that Bid shall be submitted on the basis of "ZERO DEVIATION" and shall be in full compliance to the requirements of Bidding Document, failing which bid shall be considered as non-responsive and may be liable for rejection.

4.9 HPCL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit, participating in the discussion and other expenses incurred during the bidding process.

**4.14 RESPONSIBILITY OF THE BIDDER ON CESSATION/COMPLETION OF CONTRACT**

The Caterer shall be responsible for the items of furniture, utensils and equipment entrusted to his care from time to time and shall hand over the same



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

in good order and condition (with normal wear and tear) to HPCL as and when required by the HPCL or on termination of this Purchase Order. The Caterer shall not remove any of the above articles or equipment outside the HPCL's premises.

#### **4.15 EARNEST MONEY DEPOSIT**

**4.15.1 Applicability:** Tenders received without Earnest Money Deposit shall be rejected.

**4.15.2 Exceptions:** The following categories of tenderers are exempted from EMD:

4.15.2.1 Public Sector Enterprises

4.15.2.2 Vendors registered as Micro / Small Enterprises (MSEs) or with National Small Scale Industries Corporation (NSIC).

4.15.2.3 Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) formerly known as Department of Industrial Policy & Promotion (DIPP).

For this purpose, in the event of the tendering company being a Public Sector Enterprise, a declaration to that effect and in the case of Vendors registered with NSIC or a MSEs, a copy of the registration certificate or acknowledged copy of Entrepreneurs Memorandum Part II (EM – II) shall be submitted.

**4.15.3 Quantum of EMD:** INR 43477.44/- shall be submitted either by DD or Non-revocable Bank Guarantee on Scheduled banks (other than co-operative banks) or through e-payment.

**4.15.4 Procedure for e-collection of EMD:**



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

4.15.4.1 During bidding process on selection of EMD, bidder will have the option to pay the EMD through e-payment

4.15.4.2 On choosing the option of e-payment he will be directed to the payment gateway of the merchant banker

4.15.4.3 On successful payment, the success number from the bank will be made available in the e-tendering platform and then only the system will be enabled for submission of bid

4.15.4.4 For successful online payments, the payment gateway shall give a success message to the bidder with a facility to print the confirmation. No separate Cash Receipt shall be provided to the bidder against the online EMD payment.

4.15.4.5 For e-payments, relevant payment details shall be secured in the procurement platform till the tender due date and time

4.15.4.6 The tender opening shall be done in e-procurement platform basis success confirmation received from the payment gateway though the actual EMD amount shall be realized by HPCL subsequently in line with the contractual agreements with the payment gateway

4.15.4.7 At the time of opening the bids e-procurement portal shall display the relevant details of online payment amount along with success number and success status for the bidder

4.15.4.8 EMD will be refunded to the other than lowest evaluated bidder(s) immediately upon finalization of contract through payment gateway based on request letter.

**4.16 SECURITY DEPOSIT:**



**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

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

4.16.2 1% of PO/Contract value as Security deposit will be acceptable in the form of Demand draft or through e-payment upto INR 50,000/- and in the form of Demand draft / Bank guarantee or through e-payment beyond INR 50,000/-.

4.16.3 Demand Draft should be drawn on Scheduled Banks, other than co-operative bank.

4.16.4 Bank Guarantee should be obtained from the Bank Branch (scheduled Bank, other than Co-operative Bank) which is live on SFMS. The Bank should send the BG issuance advice through SFMS to HPCL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC: ICIC0000393). While sending BG issuance advice, Bank should mention applicable Unique Identifier Code (UIC) HPCL508902133SO, which pertains to South Zone Chennai in row/field number 7037 of SFMS Delivery Report. The concerned bidder is advised to take a print-out of SFMS Delivery Report from the BG Issuing Bank Branch and attach copy of the same along with the hard copy of BG while submitting the same to HPCL.

4.16.5 While sending the BG issuance advice through SFMS platform, BG Issuing Bank should ensure the following:

4.16.5.1 SFMS Message Type should strictly be: 760COV

4.16.5.2 Field Number 7037 of 760COV to be updated with respective Unique Identification Code (UIC) of the receiving function/SBU.





**HINDUSTAN PETROLEUM CORPORATION LIMITED**  
**PRE-AMC SERVICING & CAMC OF SOLAR PLANTS CHENNAI NEW TERMINAL**

4.16.6 Public Sector Enterprises and Central/State Government Department are exempted from furnishing Bank Guarantee against advance payment.

#### **4.17 AUDITS OF CONTRACT**

This contract is subjected to inspection by various audit/ vigilance agencies of government of India / HPCL. If any inspection of works is carried out by such agencies, bidder shall extend his full cooperation to these agencies in examining the records. On inspection by such agencies and in their inspection report, if it is pointed out that bidder has not carried out work according to the guidelines laid down in the tender documents and also if any recoveries in some items is pointed out therein, same shall be recovered from bidders running bills / final bill. The item under dispute shall not be paid in full till inspection agency gives their no objection report.

#### **4.18 CANCELLATION OF CONTRACT (IN PART OR FULL)**

4.18.1 HPCL reserves the right to carry out any job(s) through another agency at the cost and risk of the bidder if the bidder:

-- commits default in proceeding with the work with due diligence and continues to do so after a notice in writing within 7 days from the Location in Charge.

or

--commits default in complying with the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him by the Location in charge.

or