

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

DECLARATION ON GST

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

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

- (1) We have disclosed all the facts relating to our Firm / Company to M/s Hindustan Petroleum Corporation Limited.
- (2) We hereby declare that we have agreed to pay GST to the respective GST Authorities. In this connection, we hereby agree to furnish to you proof of payment of GST.
- (3) We hereby declare that we will file GST Returns as per GST provisions. In this connection, we hereby agree and undertake to furnish you proof of electronically filed GST Returns.
- (4) We hereby agree as under:-
 - i. We will be fully responsible for complying with the GST provisions to enable HPCL to take Input Tax Credit. In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)
 - ii. In case of rejection of ITC by the concerned Tax Authority, for non filing of GST or non-payment of GST amount by us or for any other reasons attributable to us, we hereby agree to indemnify Hindustan Petroleum Corporation Limited in full against all the loss including consequences, liabilities of any kind whatsoever, directly arising from denial of ITC including interest and penalty.

We hereby agree and confirm that –
any breach of the above declaration shall be construed as breach of the terms and conditions

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

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

Place :

Signature

Name :

Date :

Designation :

Seal.

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal



HINDUSTAN PETROLEUM CORPORATION LIMITED
(A Government of India Enterprise)

Bengaluru Terminal
Near Devanagonthi Railway Station,
Hoskote Taluk, Bengaluru Rural 560067

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

Abbreviations used in this Tender

No.	Abbreviation	Meaning
1	PO	Purchase Order
2	LOA	Letter of Acceptance
3	PAN	Permanent Account Number
4	EMD	Earnest Money Deposit
5	BG	Bank Guarantee
6	CPBG	Composite Performance Bank Guarantee
7	SD	Security Deposit
8	MSE	Micro & Small Enterprises
9	DD	Demand Draft
10	GTC	General Terms and Conditions
11	SBI	State Bank Of India
12	PLR	Prime Lending Rate
13	GST	Goods & Services Tax
14	OFC	Optical Fiber Cable

Details of Contact Persons

Contact Persons at for Technical Clarifications:	
1	Pankaj Kumar, Manger - Operations, HPCL Bengaluru Terminal pankajk@hpcl.in, 8169644019

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

[Instructions to Bidders](#)

The Techno Commercial bid consists of Instructions to Bidders, EMD, Scope of work, Special and General Terms & Conditions, Declarations, Deviations if any etc.

1. Bidders are advised to submit their bids taking full notice of all the, tender details. Bidders are to note that this tender is on e-procurement platform and hence the interested bidders can participate in the tender (Techno-Commercial and Price Bids) only through the internet through the website <http://etender.hpcl.co.in>. Response in any other form shall not be accepted.
2. **Bidders shall be required to arrange all resources, including Digital IDs and Internet Connections at their own cost, for participating in online tenders at HPCL e- Procurement site <http://etender.hpcl.co.in/>**
3. **Submission of Bids:**
 - i. Bids are required to be submitted in 2 parts- **Techno Commercial Bid and Priced Bid**
 - ii. Eligible Bidders are required to submit their offer only online at website <https://etender.hpcl.co.in/> by the tender due date / time as specified in the tender. Late/ delayed tenders submitted on line after the due date and time, for whatsoever reasons will not be considered. Physical bids shall not be accepted
 - iii. The Techno Commercial as well as Price Bid shall both be submitted online along with the documents as required in this tender.
 - iv. Tenders are to be submitted only online at website <https://etender.hpcl.co.in/> by the tender due date / time as specified in the tender.
 - v. Late/ delayed tenders submitted on line after the due date and time, for whatsoever reasons will not be considered. Physical bids shall not be accepted
 - vi. For submitting on line response Digital Certificate / Signatures (Class IIB/ Class IIIB) is mandatory. Bidders logging in for the first time should ensure to upload their Digital certificate. The process for same is listed in the Help link after logging in.
 - vii. For the purpose of cut-off date and time for receipt of tenders, only the Server Date

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

& Time as appearing on the website <https://etender.hpcl.co.in/> shall be considered..

- viii. It may be noted that response in any other form (through post, telegram, fax, telex, e- mail, and courier) shall not be accepted.
- ix. All details, revisions, clarifications, corrigenda, addenda, time extensions, etc., to the tender will be hosted only on this website i.e. <https://etender.hpcl.co.in/>. Bidders should visit this website regularly to keep themselves updated.
- x. Bidder is advised to study all the Tender Documents carefully and understand the Tender/Contract Conditions, Specifications etc., before quoting. If there are any doubts, they should get clarification in writing but this shall not be a justification for late submission of tender or extension of opening date. Tender should be strictly in accordance with Terms & Conditions, Specifications.
- xi. The offer from the tenderer should be strictly in accordance with Terms & Conditions of the tender, Specifications.
- xii. All the enclosed Tender documents along with the covering letter will form part of the tender.
- xiii. It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful Tenderer shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- xiv. A bidder who is new to e-Tender, is advised to refer to help link after logging in to the above site for Login Id and Password.
- xv. Contact Help Desk For any technical queries related to operation of the portal please send mail to **eprochelpdesk@mail.hpcl.co.in** OR please call us at **022-41146666**. The helpdesk support is available 6 days a week from 8AM to 8 PM (except public holidays). In case, the above Phone is unreachable, you may alternately call on the Mobile no. 08108-988-611 but only on the days and time given above.
- xvi. For bidding, it is suggested that bidders should not wait for last date/ tender due date for their bid preparation as several documents are to be uploaded in the offer and prices are to be entered on screen for all items. There is a facility to keep the bid

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

ready in the system for final submission, however bidders are requested to keep sufficient time margin with them for modifications, connectivity issues etc.

- xvii.** It is highly recommended that bidder reads the “Tips for successful bid submission” available in the home page of website, immediately after logging in. Additionally, a few tips for successful bid submission have been provided in Annexure-10

4. Techno Commercial Bid

The techno commercial bid shall include the following –

- a. *Attachments/ Annexures only as sought thru the e-tender duly filled in, signed & stamped needs to be uploaded as per requirement.*
- b. *Status of registration under GST and copies of GST Registration.*
- c. *Copies of Registration Certificate under NSIC, MSE etc.*
- d. *Declarations – Black listing/Holiday listing, Particulars of Tenderer for PAN No. etc. as given in the list of annexures.*
- e. *Particulars of Bidder & Organization details in **Annexure 7**.*
- f. *The following documents/drawings should be submitted along with the technical bid:*
 - i. Technical Brochures
 - ii. Data Sheet
- g. Bidders have to ensure that Rates/Prices are not mentioned anywhere in Techno Commercial bid, failing which the bid is liable to be rejected.**

5. Price Bid

- a. The prices are to be offered only in the price bid document of e-tender against the tendered quantity.
 - b. It is mandatory to quote for all line items.
 - c. Price bid shall not contain anything else other than the rates. No terms and conditions or exception / deviation are permitted in price bid.
 - d. The offer shall be valid for a period of 90 days from the due date/ extended due date of opening of the un-priced bid.
- 6.** All communication regarding the tender including queries, if any, and submission of bids shall be done electronically through the e-Procurement portal at website **<http://etender.hpcl.co.in/>**
- 7.** Existing Vendors to login with their 8-digit Vendor Code as User ID and password as issued for “Bill Tracking system”. Alternately password can be collected from the Purchase Officer of the tender originating location.
- 8.** New Vendors are to access after completing the temporary registration process thru

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

the site at <http://etender.hpcl.co.in/>

9. HPCL shall not be responsible for any delays whatsoever in receiving as well as submitting on-line offers, including connectivity issues. HPCL shall not be responsible for any postal or other delays, wherever applicable.
10. HPCL will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.
11. Bidders are not allowed to mention any quotes in any other parts of the tender.
12. The bidder shall be fully responsible for the payment of any and all taxes, cess, levies and statutory payments payable under all or any of the statutes etc. as per clause 7d of General Terms & Conditions of the tender.

13. Rebate:

No reduction in prices quoted by bidder shall be permitted after tender submission due date & time/ extended due date & time. If any bidder unilaterally reduces the prices quoted by him in his bid after opening of bids, the bid (s) of such bidder(s) will be liable to be rejected. Such reduction shall not be considered for comparison of prices but shall be binding on the bidder in case he happens to be a successful bidder for award of work.

14. Request for extension of tender submission due date, if any, received from bidders within 72 hours of tender submission due date / time, shall not be considered.

15. Queries:

- i. Clarifications sought/ queries received from bidders /vendors/parties on tender, within last five days of bid due date, will not be entertained by HPCL. Please refer query end date / time in tender calendar after which no query posted by bidder shall be considered.
- ii. Please note that queries related to scope, tender specifications, terms & conditions etc. should be submitted on-line only (by logging in at <https://etender.hpcl.co.in/> by the query end date / time specified in the tender consolidated view / NIT view/ tender calendar. The reply of queries sent by bidders/ messages issued by HPCL pertaining to tender shall be available on tender message board. HPCL, at its sole discretion, may not entertain the queries sent by post/ fax/ e-mail or through any other mode of communication.

16. The Bid document is not transferable.

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

17. The Corporation reserves the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on any tenderer and their decision in this regard will be final. No disputes could be raised by any tenderer(s) whose tender has been rejected.
18. **Purchase Preference:** Central Public Sector Enterprises / SSI units registered with NSIC/MSME (certified copy required) shall be extended purchase preference, if any as per government guidelines in force from time to time.
19. **Black List/Ban/Holiday List**
- Bids received from parties who have been banned/blacklisted / put on holiday list or parties in respect of whom the action for blacklisting and holiday listing has been initiated by HPCL/any Government/ Quasi Government Agencies or PSUs, shall not be considered for either evaluation or for award of work.
 - The bidder should give a written declaration, in Annexure 2 indicating that they are not on holiday list/banned/blacklisted as on due date of this tender. In case the declaration is found to be false, the bid shall not be considered for either evaluation or for award of work and the bidder shall be liable for stringent action including Holiday listing / banning.
20. **Rejection of Offer:**
Offers received from following bidders shall not be considered for evaluation and shall be rejected:
- Bidder whose performance in a previous Purchase Order issued by HPCL was not satisfactory.
 - Bidder whose Purchase Order was terminated by HPCL.
21. **Verification of Originals:**
Bidders shall provide copies of all the documents sought in this tender along with the bid. Additionally, bidders are required to furnish all the above documents in original for verification by HPCL on a date advised by HPCL, failing which bidders offer shall be liable for rejection.
22. **Address of tender floating department:**
**Hindustan Petroleum Corporation
Limited.
Bengaluru Terminal
Near Devanagonthi Railway**

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

**Station, Hoskote Taluk,
Bengaluru Rural- 560067**

23. Bank Guarantee:

A vendor who wishes to submit Bank guarantee (BG) towards Security Deposit (SD)/Composite Performance Bank Guarantee (CPBG)/ Advances/towards any other requirement of the tender, is required to ensure that

- i. The issuing bank is on SFMS platform
- ii. BG contains following details:
 - a. Beneficiary's bank Name:
 - b. ISFC Code:
 - c. HPCL's Customer ID:
- iii. The BG is forwarded with SFMS Delivery report

24. Earnest Money Deposit (EMD): Legally vetted declaration to be provided by the vendor instead of EMD declaration as mentioned in the tender attachment.

25. Grievance Redressal Mechanism:

Hindustan Petroleum Corporation Limited (HPCL) has developed a 'Grievance Redressal Mechanism' to deal with references/grievance if any that are received from parties who participated/intend to participate in the Corporation Tenders. The details of the same are available on our website www.hindustanpetroleum.com

26. Digital Signature – Authorized Signatory

- a. All the tender documents and Annexures, Techno-commercial details and Price Bids shall be required to be digitally signed with a class IIB or above digital signature by the authorized signatory.
- b. The authorized signatory shall be:
 - i. Proprietor in case of proprietary concern.
 - ii. Authorized partner in case of partnership firm.
 - iii. Director, in case of a limited Company, duly authorized by its board of directors to sign.
- c. If for any reason, the proprietor or the authorized partner or director as the case may be, are unable to digitally sign the document, the said document should be digitally signed by the constituted attorney having full authority to sign the tender document and a scanned copy of such authority letter as also the power of attorney (duly signed in the presence of a Notary public) should be uploaded with the tender.

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

d. Online submission of the tender under the digital signature of the authorized signatory through the procurement portal shall be considered as token of having read, understood and totally accepted all the terms and conditions.

27. Subcontracting prohibited:

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

28. Acceptance of the Offer by the Corporation:

- i. Incomplete or conditional submissions, and those with deviations/ subjective or counter conditions/ quantity restrictions or those not accompanied by the requisite documents shall be liable to be rejected and no further correspondence/ enquiries on this issue by the tenderer shall be entertained.
- ii. Any Terms and Conditions attached / printed overleaf of the Tenderer's offer will not be binding on HPCL.
- iii. The Corporation is not bound to accept the lowest offer and reserve the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on one or more tenderers in the manner considered appropriate by the Corporation. Corporation also reserves the right to reject any Un-workable offer.
- iv. Purchase / price preference as applicable would be given to Central Public Sector Enterprises / MSE registered vendor as per directives of Government of India, in vogue from time to time. Tenderers may have to attend the concerned office of the Corporation for negotiations / clarifications if required at their own cost, in respect of their quotations without any commitment from the Corporation.

29. Please note that all the **terms and conditions** of this tender are required to be accepted by bidders and no counter conditions will be entertained.

30. *Any bid that does not meet the requirement in the Techno-commercial bid is liable for rejection without further notice.*

31. HPCL reserves the right to accept/ reject any or all of the bids at their sole discretion without assigning any reason.

32. HPCL reserves the right to extend the tender due date.

33. HPCL is not responsible for any delay in submission of bids by the vendor.

34. Corrigenda/Addenda:

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

- (i) At any time prior to the bid due date, HPCL may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify this tender Document.
- (ii) The modifications, amendments, clarifications, corrigenda, addenda, time extensions, etc. to this tender will be hosted only on the website <http://etender.hpcl.in>. Bidders should regularly visit this website to keep themselves updated.
- (iii) All corrigenda published are deemed to have been accepted as part of tender terms and conditions irrespective of the date a bid is submitted in the e-procurement system on the website <http://etender.hpcl.in>.
- (iv) Bidder shall be responsible to ensure that the bid submitted has taken into consideration all the corrigenda published as above.

35. Extension of Due date:

In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, HPCL may, at its discretion, also extend the bid due date.

36. HPCL reserves the right to make any changes in the terms and conditions without any intimation.

37. HPCL reserves the right to reject any or all bids received incomplete.

38. The vendors who are already enlisted with HPCL should also participate.

39. The vendors should have acquired clearance from all statutory authorities as applicable.

40. HPCL reserves the right to reveal the contents of the bid documents submitted by the bidder / tenderer during the process of opening of witness bid as per prevailing policy of the corporation.

41. Inspection by HPCL or HPCL Authorized Third Party Inspection Agency

- a. HPCL may engage third party for inspection of materials/Finished good and vendor to provide all necessary assistance for carrying out the inspection in his premises.
- b. No dispatch of materials should be done without third party inspection and clearance report.

42. Work Commitment

- a. Facilities dismantled / damaged while executing the works shall be restored to its original condition without any extra cost to the Corporation.
- b. Approved makes / brands are specified in the tender for various materials are to be used in the construction. It is the responsibility of the party to ensure that materials of best quality and genuine make are procured for use in works.

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

Decision of HPCL with regard to selection of any of the brands / makes stipulated in the tender shall be final. In case specifications/ make of any item or work is not mentioned in these tender documents or if any of the approved make as mentioned in the List of approved make are not available for any particular item then Contractor has to provide the documentary proof for the same & basis the documentary proof, HPCL may approve the revised specification / make on their sole discretion

- c. In case specification/make of any item or work is not mentioned in these tender documents, then contractor will be required to take prior approval of the specifications/ make for that particular item/work from HPCL Engineer in charge carrying out the jobs.
- d. All electrical jobs should be carried out through a licensed electrician only, having a valid electrical license issued by state electricity board or equivalent central/state authorities like Electrical Inspectors and approved by HPCL designated officer in writing.

43. Others:

- a) *Vendor shall not sublet, sub contract or assign the work against order placed.*
- b) Penalty:** As mentioned in General Terms & conditions.
- c) HPCL reserves the right to suspend dispatch of the material covered by the order in event of strike, accidents or other contingencies beyond HPCL control.
- d) HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason.
- e) HPCL shall not be bound to accept the lowest tender and reserves right to accept any or more tenders in part. Decision of HPCL in this connection shall be final.
- f) All correspondence shall be in English language only

44. Order of Precedence:

- i. The Special Terms & Conditions and Scope of work of the tender shall always supersede the General Terms & Conditions of the tender for the related terms/clauses.
- ii. In case of contradictions between various sections of the tender document, the **Work Description/Schedule of Quantities** shall supersede Specification And Drawings and **Special Terms & Conditions** shall supersede instructions to tenderers, particular clauses of General Terms & Conditions or clauses stated elsewhere

- 45. The contractor will have to make his own arrangement to transport the required materials outside and inside the working place and leaving the premises in a neat

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

and tidy condition after the completion of the job to the satisfaction of the HPCL Engineer.

46. The contractor will have to arrange for safe keeping of his materials and should provide necessary security arrangements for safe guarding the materials. HPCL will not be responsible for any claims with regard to this.
47. The tenderers are advised to visit the site and get acquainted with the site conditions. HPCL will not provide any Roads, infrastructure such as power, water, lighting etc. at site. Vendor has to make their own arrangements for transportation of material, movement of heavy equipment at site.
48. The tenderers should note the site conditions before quoting. The site will be offered on AS IS WHERE IS for the execution of this job and it will be sole responsibility of the vendor to ensure that they abide by the various rules, regulations, bye-laws and other statutory requirements, etc. imposed by the Government / semi-Government and / or other local authorities governing execution of this job.
49. The tenderer's should study the various tender conditions / documents etc. carefully before submitting their offers. If there are any doubts, they should get clarifications from HPCL, Mumbai in writing but this shall not be a justification for submission of late tenders or extension of due date of the tender.
50. As far as possible, the tenderers should endeavor not to stipulate any counter terms / conditions or modifications of tender clauses and should quote strictly as per tender conditions. This will assist in proper evaluation of each offer. However, should there be any specific comments in respect of any clauses, the same may be highlighted in a separate deviation schedule in the Unpriced Bid.
51. All materials required for the job will have to meet the relevant codes specifications and of approved make.
52. HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. Decision of HPCL in this regard shall be final and binding on the bidder.
53. HPCL shall follow Purchase Preference / Price Preference as per prevailing guidelines of Government of India
54. This Tender is not transferable. All enclosed tender documents along with the Annexures / Attachments will form part of the tender.
55. The prices quoted by the Tenderer shall be firm during the validity period of the bid and Tenderer agrees to keep the bid alive and valid during the said period. In case the tenderer revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Tenderer forfeits the right to the refund of the Earnest Money paid along with the tender.

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

56. Payment of bills shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank Account (mandate) to which the payments will be routed . Corporation reserves the right to make payment in any alternate mode also.
57. Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.
58. Courts in the city of Mumbai alone shall have Jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during the finalization of the tender.
59. In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.

60. Planning and Designing in purview of Vulnerability Atlas of India:

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT - wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage. This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, buildings and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i. Seismic zone (II to V) for earthquakes
- ii. Wind velocity (Basic Wind Velocity: 55, 50, 47, 44, 39 & 33 m/s)
- iii. Area liable to floods and Probable max. surge height
- iv. Thunderstorms history
- v. Number of cyclonic storms / severe cyclonic storms and max sustained wind specific to coastal region
- vi. Landslides incidences with Annual rainfall normal
- vii. District wise Probable Max. Precipitation

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

SITE VISIT

The bidder is advised to visit and examine the site of work and their surrounding and obtain for himself on his own responsibility all information that may be necessary for preparing of the bid and entering into the contract. The cost of visiting the sites shall be at bidder's own expenses. No extra claim on account of non- familiarity of site conditions shall be entertained during execution of works.

The bidder and any of his personnel or agents will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the bidder, his personnel or agents will release and indemnify the Owner and his personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage and expenses incurred as a result hereof.

Scope of Job

As mentioned under Tender Scope attachment

Deviations:

- i. The bidders are required to submit offers strictly as per the terms and conditions/specifications given in the Bidding Document and not to stipulate any deviations.
 - ii. Offers received from bidders, stipulating deviations to any of the following clauses, will not be considered for priced bid evaluation:
 - a. Earnest Money Deposit or its alternatives, Security Deposit & Retention Money.
 - b. Suspension & Termination
 - c. Price Reduction Clause
 - d. Force Majeure
 - e. Scope of work
 - f. Conciliation & Integrity Pact
 - g. Firm Prices
 - h. Delivery Period
 - i. Approved Makes
2. However, HPCL reserves the right to give opportunity to bidder for withdrawal of deviation to the above clauses. In case, bidders refuse to withdraw **the** deviation against above clauses, the offers shall be liable for rejection without any further correspondence with them.
3. Deviation sought if any, by the bidder should be **submitted through the Deviation Form. Any deviation not mentioned in this Deviation Form provided**

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

in Technical Bid shall not be considered and such tenders will be evaluated considering only the deviations, if any, mentioned in the Deviation Form.

Loading Factor for Deviations:

In case of deviations raised against payment terms, if not withdrawn during Technical Evaluation stage, interest for early payment i.e. **SBI PLR + 1 %** will be loaded against the quoted rate to arrive at lowest bidder. SBI PLR at the prevailing rate at the time of tender due date will be considered.

Evaluation of Bids:

- i. Only those offers that qualify in the Techno-commercial bid evaluation will be taken up for evaluation of Price Bids.
 - a. Evaluation will be carried out **overall lowest rate**.
 - b. **Registered Vendors:** The tax liability will be borne by the vendor and the same shall be considered for the purpose of evaluating the bid.
 - c. **Unregistered vendors:** The tax liability will be borne by HPCL under reverse charge and the same shall be loaded for the purpose of evaluating the bid.
 - d. **Vendors under composition scheme:** The rate is considered to be inclusive of all taxes and no separate tax shall be billed to HPCL and the bid shall be accordingly evaluated.
- ii. For this purpose, vendor should provide status whether Registered, Unregistered or Composition Scheme.
- iii. In case of different rates of GST quoted by the vendors, Corporation reserves the right to query on the same and adopt the correct classification and GST rate as considered correct by the Corporation. The decision of Corporation in this regard will be final and binding on the vendor.
- iv. For imports, all relevant costs/taxes (as mentioned elsewhere in the tender documents) will be included for the purpose of evaluation.

4. Evaluation criteria:

Evaluation will be carried out on the basis of **overall lowest offer**.

5. Unsolicited/conditional discounts if offered by any party will not be considered and offer of party offering such unsolicited discounts are liable to be rejected.

6. Taxes & Duties:

12.1 This tender is classified as composite supply.

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

- 12.2 Bidders to provide GSTIN number, HSN/SAC Code of the Material/Services being supplied and the applicable GST rates separately in the space provided for the same.
- 12.3 The Vendor accepts full and exclusive liability for the payment of any and all applicable taxes (CGST, SGST, IGST, UTGST), levies and statutory payments payable under all or any of the prevailing Central/State statutes.
- 12.4 The Vendor shall comply with all the provisions of the GST Act / Rules / requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HPCL to take Input Tax Credit.
- 12.5 In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.
- 12.6 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.).
- 12.7 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.
- 12.8 Every invoice of the vendor shall contain invoice number, date, GSTIN number and HSN/SAC code (Harmonized system of Nomenclature/service accounting code) for the items being supplied or services being provided along with tax rate.
- 12.9 The Vendor shall mention their registration status (Registered / Composition / Unregistered) on the bill/invoice. In case there is change in the Registration status of the vendor during the execution of the contract the same should be advised immediately. Due to change in the Registration status from Composition to Registered vendor etc. Corporation will not be liable for any additional tax payments.
- 12.10 GST (CGST/SGST/IGST/UTGST) as applicable shall be reimbursed for the supplies/services.
- 12.11 Corporation will be liable to pay only those taxes and levies as indicated by vendor at the time of Price Bid submission/as agreed subsequently (prior to opening of priced bids).
- 12.12 Any tax, levies or any other form of statutory levies or cost as on closing date of the tender will be treated as included in Priced bid. Taxes, Duties, and Levies not indicated by vendor in the unpriced Bid, but payable, shall be to Vendor's account.

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

12.13 New taxes / change in tax rates / levies imposed by the Indian/State Governments 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 on satisfactory supporting documents being provided by the vendor.

12.14 In case goods are not supplied/services not provided within the scheduled delivery period, then the increase in the statutory levies, if any, shall be on vendor's account.

7. Anti-Profitteering

GST Act anti-profitteering 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.

8. GSTIN Number

- a. States where the supplies/services are required are given in the price schedule. GSTIN details of HPCL for these states can be taken from our website www.hindustanpetroleum.com.
- b. Vendor is required to provide the GSTIN number of state from where supplies will be made to each of the HPCL delivery locations.
- c. In case any changes are warranted during the execution of the contract with regard to change in state where delivery is required or change in the supply location of vendor, the same will be made with mutual consent.

9. Submission of Price Bid:

- i. Bidders are advised to ensure that the Price Bid is quoted and uploaded in the e- procurement system.
- ii. Quoted price shall include Basic cost, packing charges, loading charges, transportation, Insurance, temporary registration charges, Third Party Inspection and other statutory charges, if any, *excluding GST*.
- iii. Bidder is required to quote the applicable GST rates **separately** in the fields provided for the purpose.
- iv. Tenderer is required to quote for at least one line item.
- v. Once a price is quoted for a particular line item, the bidder is contractually bound to supply the item at that price, irrespective of whether the same is unworkable/ unviable or even zero. Failure to do so shall make the bidder liable for action including holiday listing.
- vi. In case the tender process including conducting of Reverse Auction is impacted adversely on account of bidder quoting irrational rates including zero, the bidder will be disqualified from further evaluation for all the schedules of this tender and suitable action shall be initiated, including holiday listing.

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

- vii. Bidders have to ensure that Bid Price is not mentioned anywhere in the Techno Commercial bid, failing which the bid is liable to be rejected
10. Corporation reserves the right to take action as deemed fit which is inclusive of placing the tenderer under suspension / holiday for a period as decided by the Corporation, in case of withdrawal of offer at any stage, non - acceptance of LOA / PO or non - execution of order or any other breach of tender terms and conditions.
- 11. Black List/Ban/Holiday List**
- i. Bids received from parties who have been banned/blacklisted / put on holiday list or parties in respect of whom the action for blacklisting and holiday listing has been initiated by HPCL/any Government/ Quasi Government Agencies or PSUs, shall not be considered for either evaluation or for award of work.
 - ii. The bidder should give a written declaration, in **Annexure 2** indicating that they are not on holiday list/banned/blacklisted as on due date of this tender. In case the declaration is found to be false, the bid shall not be considered for either evaluation or for award of work and the bidder shall be liable for stringent action including Holiday listing / banning.
- 12. Rejection of Offer:**
Offers received from following bidders shall not be considered for evaluation and shall be rejected:
- i. Bidder whose performance in a previous Purchase Order issued by HPCL was not satisfactory.
 - ii. Bidder whose Purchase Order was terminated by HPCL.
- 13. Verification of Originals:**
Bidders shall provide copies of all the documents sought in this tender along with the bid. Additionally, bidders are required to furnish all the above documents in original for verification by HPCL on a date advised by HPCL, failing which bidders offer shall be liable for rejection.
- 14. Validity of the Offer:**
The offer shall be valid for a period of 90 days from the due date/ extended due date of opening of the un-priced bid.
- 15. Delivery Period:**
Delivery period and time schedule is given in Tender Scope attachment
- 16. Defect Liability Period:**
Defect Liability Period will be for a period of **18 months** from the date of supply

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

(Date of receipt of material at site will be considered as date of supply) or **12** months from date of usage, whichever is earlier.

- i. During this defect liability period, the supplies made against this order shall be fully guaranteed against any manufacturing defects/ poor workmanship/inferior design or quality etc.
- ii. During this period, you will arrange to repair/replace any defective parts free of cost or replace complete set if required.
- iii. Guarantee Certificate should be submitted along with dispatch documents

17. Distribution of Order/Selection of Vendors:

Item wise 100 percent value shall be awarded to L1 bidder.

18. Payment Terms :

Payment will be made through National Electronic Fund Transfer within 15 days from the date of receipt of certified Bills.

Payment terms is given in Scope of work and technical specification

- a. The payment will be released from:

**Hindustan Petroleum Corporation
Limited. CPC Cell - HPCL, South
Central Zone - Retail, Parishram Bhavan,
7th Floor, Fateh Maidan Road,
Basheerbagh, Hyderabad 500004**

19. Document verification & e-PO

After verification of original documents of successful bidders, POs will be issued in the form of e-PO, published on our BTS portal. The same is intimated to the vendor through a system generated mail. The vendor is required to login to the BTS site and download the digitally signed PO.

20. Security Deposit (SD) & Retention Money:

EMD declaration to be submitted on letter head. 3% retention money applicable on running bills.

21. Tender Quantities:

Tender quantities appearing in the schedule of rates are only indicative. Exact quantities of each item shall be ascertained by the contractor. Only such ascertained quantities shall be procured. The contractor shall obtain the necessary approvals before any quantity is brought to site. For obtaining this approval he shall submit break-up of quantities to the owner. The contract shall

Tender No.	Hindustan Petroleum Corporation Limited Bengaluru Terminal
21000019-HB-11775	Solar System Commissioning and AMC, HPCL Bengaluru Terminal

submit the expected final quantities against the PO within one month from the date of commencement of work.