

Tender No. : 21000018-HB-13010



Tender Published On : 17-Sep-2021 16:59

Hindustan Petroleum Corporation Limited
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	Sup. and Inst. of Solar Plant	
Description	Solar Panel for ASFS	
Tender Type	Limited	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	29-Sep-2021 15:00	
Reverse Auction Applicable	No	
Pre Bid Conference Start Date & Time		
Pre Bid Conference End Date & Time		
Queries Start Date & Time	16-Sep-2021 09:00	
Queries End Date & Time	20-Sep-2021 15:00	
Un Priced Bid Open Date & Time	29-Sep-2021 16:00	
Purchase Deptt.	PURCHASE DEPT- AVIATION SBU	
TF/EMD Drop Box Address	Not Applicable	
Tender Description	This Tender has been floated for supply and installation of Solar panel at Various ASFs.	
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
Solar Panels				Mandatory: Yes			
1	S&I OF SOLAR PLANT- JAMMU ASF	13123-JAMMU-ASF	Each	1		01AAACH1118B1ZQ	Yes
DESCRIPTION => SUPPLY AND INSTALLATION OF 3 KW SOLAR PANEL WITH REVERSE COUNT METER.							
2	S&I OF SOLAR PLANT- JAIPUR ASF	13234-JAIPUR-ASF	Each	1		08AAACH1118B1ZC	Yes
DESCRIPTION => SUPPLY AND INSTALLATION OF 3 KW SOLAR PANEL WITH REVERSE COUNT METER.							
3	S&I OF SOLAR PLANT- MOHALI ASF	13182-MOHALI ASF	Each	1		03AAACH1118B1ZM	Yes
DESCRIPTION => SUPPLY AND INSTALLATION OF 3 KW SOLAR PANEL WITH REVERSE COUNT METER.							
4	S&I OF SOLAR PLANT AMRITSAR ASF	13122-AMRITSAR - ASF	Each	1		03AAACH1118B1ZM	Yes
DESCRIPTION => SUPPLY AND INSTALLATION OF 3 KW SOLAR PANEL WITH REVERSE COUNT METER.							

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Tender attachments				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Acceptance to e tender		-	Mandatory
2	Bidders organization details		-	Mandatory
3	Declaration forms		-	Mandatory

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Solar Panels				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Tender Document	Tender document _ Solar Panel.pdf	-	No



HINDUSTAN PETROLEUM CORPORATION LIMITED

**AVIATION SBU, SECOND FLOOR
HINDUSTAN BHAVAN
8, S.V. MARG, BALLARD ESTATE
MUMBAI-400 001**

TENDER DOCUMENT

DESIGN, ENGINEERING, SUPPLY, INSTALLATION TESTING & COMMISSIONING OF
SOLAR PHOTOVOLTAIC SYSTEM AT Various ASFs

Tender Due Dates:

Online Tender Submission: 30.09.2021 @ 1500 Hrs.

Online Opening of Techno Commercial Bid: 30.09.2021 @ 1530 Hrs.

INTRODUCTION

This limited tender is published in **e-procurement system** in Two-Bid System (Unpriced and priced bids) for DESIGN, ENGINEERING, SUPPLY, INSTALLATION TESTING & COMMISSIONING OF SOLAR PHOTOVOLTAIC SYSTEM for JAMMU ASF ,Jaipur ASF ,Mohali ASF & Amritsar ASF as per the terms and conditions mentioned herein and in attachments.

General Notes to vendors: -

1. Bidders are requested to understand the scope of job work before quoting.

2. 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. Copy of PAN, GST Registration.
- c. Declarations – Black listing/Holiday listing, Particulars of Bidder & Organization details
- d. Bidders have to ensure that Rates/Prices are not mentioned anywhere in Techno Commercial bid, failing which the bid is liable to be rejected.

Price Bid

- a. The prices are to be offered only in the price bid document of e-tender against the tendered quantity.
- b. Price bid shall not contain anything else other than the rates. No terms and conditions or exception / deviation are permitted in price bid.
- c. 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

3. Bids to be filled online in e-procurement. .(<https://etender.hpcl.co.in>)

4. For any Technical, queries please post the same online, which will be answered online only.

Clarifications sought/ queries received from bidders regarding the 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.

Please note that queries related to scope, tender specifications, terms & conditions etc. should be submitted online 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.

5. Any brochures/ technical literature/drawings shall be upload in soft form online only.
6. Regarding Agreed Terms & Conditions & other formats, bidders may download the same from tender document, fill it, scan it and upload in the space provided for uploading.
7. *Any deviation to the tender must be mentioned in the deviation form, which is provided online.*
8. Before quoting please, upload your Digital Certificate on the site for validating the same by HPCL. You can submit the Bids only when your digital certificate (Class IIIB) is validated by HPCL.
9. For online bidding help, bidders may contact Helpdesk no. **022-41146666**. The help-desk services shall be available on any day between 08.00 AM to 08.00PM except on Sundays/Public holidays
10. 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 in submitting EMD, wherever applicable.
11. 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. Any tenderer whose tender has been rejected could raise no disputes.

12. 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, indicating that they are not on holiday list/banned/blacklisted as on due date of this tender.

13. 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 IIIB 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.
- 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.

14. EMD IS NOT APPLICABLE FOR THIS TENDER.

SCOPE OF JOB: Supply & Erection of Solar Photo Voltaic Pack_ per requirement:

(a) For Jammu ASF/Jaipur ASF/Mohali ASF

- i) Solar PV Module Description 330-335Wp Polycrystalline Modules, (72 Cell). Proposed Make ADANI/Waree/Equivalent Unit WP. Quantity As per requirement ii) Particulars Solar PCU 5kva Description 48 volt , 50amp charge controller .
- ii) Solar tubular battery Description 150AH Proposed Make Exide/Luminous/Equivalent Unit Nos Quantity As per requirement .
- iii) Module Mounting Structures with Accessories Description :
For Ground mounted, RCC Roofs & parking structures:- HDGI/GI High Yield Strength Structures to be use 2)For metal shed roofs:-HDGI/GI/Aluminium/FRP structures Proposed Make JINDAL/APL APPOLO/EQUIVALENT.
Unit Set Quantity 1
- iv) Solar DC Cables Description : 1C 4 SQ MM annealed tinned flexible Copper, Solar DC cable (UV protected, XLPO insulated Proposed Make Polycab/Equivalent make. Unit Set Quantity As per requirement
- v) AC Power Cable Description : Aluminium XLPE, FR Armoured, 1.1KV GRADE CABLE Proposed Make Polycab/Equivalent Unit Set Quantity As per requirement .
- vi) Earthing Protection System Description Maintenance Free Earth Electrode with Chemical Earthing Set (2 mtr long) with Heavy duty Poly propylene Circular earth pit Chamber : Proposed Make TrustPower/Equivalent Unit Set Quantity 1 .
- vii) MC4 Connectors Description MC4 Pair, (For 4 sq mm cable) Proposed Make : Any Standard Unit Quantity .
- viii) Lightning arrestor Description Cu Bonded 1 to 1.2 mtr solid rod with Spike:Proposed Make TrustPower/Equivalent, Unit No. Quantity 1 .

FOR AMRITSAR ASF :

- i) Solar PV Module Description 330-335Wp Polycrystalline Modules, (72 Cell) Proposed Make ADANI/Waree/Equivalent Unit Wp Quantity .
- ii) Solar PV String Inverter Description String Inverter, with all necessary protections such as fuses, DC disconnects, AC/DC SPD's etc Proposed Make Solis/Equivalent Unit Nos Quantity 1.
- iii) ACDB,DCDB Description MCB ,SPD Proposed Make L&T/C&S/SCHNIEDER & SPD: Phonex /Almex/Equivalent Unit Set Quantity 1.
- iv) Module Mounting Structures with Accessories Description 1)For Ground mounted, RCC Roofs & parking structures:- HDGI/GI High Yield Strength Structures to be use 2)For metal shed roofs:- HDGI/GI/Aluminium/FRP structures Proposed Make JINDAL/APL APPOLO/EQUIVALENT Unit Set Quantity 1 .
- v) Solar DC Cables Description 1C 4 SQ MM annealed tinned flexible Copper, Solar DC cable (UV protected, XLPO insulated Proposed Make Polycab/Equivalent Unit Set Quantity As per requirement .
- vi) AC Power Cable Description Aluminium XLPE, FR Armoured, 1.1KV GRADE CABLE Proposed Make Polycab/Equivalent Unit Set Quantity As per requirement.
- vii) Earthing Protection System Description Maintenance Free Earth Electrode with Chemical Earthing Set (2 mtr long) with Heavy duty Poly propylene Circular earth pit Chamber Proposed Make TrustPower/Equivalent Unit Set Quantity 1 .
- viii) MC4 Connectors Description MC4 Pair, (For 4 sq mm cable) Proposed Make Any Standard Unit Quantity ix) Particulars Lightning arrestor Description Cu Bonded 1 to 1.2 mtr solid rod with Spike Proposed Make TrustPower/Equivalent Unit No. Quantity 1.

The contractor to visit the site to familiarize the entire scope of the job before quoting

Address & Contact Details:

1.Sh. Dinesh Kumar Meena (Station Incharge) Mob: 7357716444

Hindustan Petroleum Corporation Ltd.

Jaipur ASF,Tonk road

Jaipur-

2. Shree Gopal Bansal. Mob: 9998502048

Hindustan petroleum Corporation Ltd.

Satwari Jammu. -180003.

3. Sh.Ajay Karambe . Mob: 9023567676

Hindustan petroleum Corporation Ltd
Mohali ASF.-

4. Sh. Ramesh Chand . Mob: 9868937669
Hindustan Petroleum Corporation Ltd.
Amritsar ASF.

Commercial Terms and Conditions:

1. **Completion Period:** – 60 days from Date of PO.
2. **Firm Prices:** On placement of order, prices will remain firm until complete execution.
3. **Payment Term:**

Bills to be submitted on monthly basis along with supporting documents.

The HPCL's Disbursement Section shall make payments bill within 15 days from the date of receipt of the certified bill.

All payments shall be processed thru Central Disbursement section CPC-

Vendor shall submit the bill details in the BTS system and forward the original bills along with bar coded transmittal slip to Central Disbursement CPC, and submit the duplicate copy of bill with BTS number to location/user for processing.

4. **Taxes & Duties:** Parties need to clearly mention all taxes in their bid; no extra will be paid if the same is not declared in party bid.

Clearly indicate the rates of applicable taxes and extras in percentage

5. **Evaluation of Bids:**

Only those offers that qualify in the Techno-commercial bid evaluation will be taken up for evaluation of Price Bids

Evaluation will be carried out on delivered rate that is inclusive of all taxes as under, considering the GSTN registration status of the bidder:

- a. **Registered Vendors:** The tax liability will be borne by the vendor and the same shall be considered for evaluating the bid.

- b. **Unregistered vendors**: The tax liability will be borne by HPCL under reverse charge and the same shall be loaded for evaluating the bid.
- c. **Vendors under composition scheme**: the rate is considered to be inclusive of all taxes, no separate tax shall be billed to HPCL, and the bid shall be accordingly evaluated.

For this purpose, vendor should give status whether Registered, Unregistered or Composition Scheme.

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.

- 6. **Security Deposit**: **1% of the Contract Amount** within 15 days' issue of LOI/PO whichever is earlier. Security Deposit shall be released after successful completion of Contract.

- 7. This tender will be evaluated on **overall L1 basis and order would be placed on a single bidder**. Bidders to make a note of this.

- 8. Parties are advised to fully understand the scope of job Before submitting the tender
- 9. Tender extension can only be granted not less than **48 hours** before the tender due date and time. Extension can be granted only for valid reasons and such requests should be submitted 2 days in advance of tender due date and time.

Special Terms and Conditions

- 1. The tenderer must visit the site and familiarize himself thoroughly with the site conditions before submitting the tender. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in strict conformity with the tender conditions.
- 2. HPCL reserves the right to terminate the contract with one-month advance notice to the contractor.
- 3. Quantity mentioned in the tender is indicative only. Payments shall be released only based on actual quantities executed during contract period.
- 4. Contractor shall comply all statutory regulations (Contract labour laws and Govt. rules and regulations as applicable).

5. The Contractor has to provide personnel for the service within 7 days of awarding the contract or as advised by the officer in-charge.
6. In case it is found by HPCL that the integrity / character of any of the person employed by the contractor are not meeting the contractor should replace the requirements of HPCL, the same person. Decision in this regard by HPCL will be final and binding.
7. In case there is failure on the part of the contractor to fulfil his contract obligations, the Corporation shall get such job done through any other party and the cost incurred will be recovered from the contractor's bills.
8. All rates should be inclusive of ESIC, PF and other statutory contributions. The contractor shall also pay the contractual workers as per the minimum wage rate as applicable from time to time.
9. The contractor shall ensure adherence to applicable Minimum wages as decided by the State Govt from time to time. It will be contractor's responsibility to follow rules, guidelines from State Govt.
10. It shall be the responsibility of the Contractor to ensure compliance with all Labor law provisions, including the payment of minimum wages as declared by Central Government or state government whichever is higher to the contract labor.
- 11. Contractor shall quote rates considering the existing minimum wage, whenever there is a revision in the wages during the contract period, vendor has to raise the bill for the differential amount and payment will be made by HPCL for this.**
12. The contractor has to provide uniforms, safety shoes, PPEs and identity cards to the staff employed by him. All the staff employed by the contractor including the relievers should be in uniform at any point of time
13. The job involved is purely on Contract basis and persons engaged by the contractor shall not be /deemed to be an employee of the Corporation.
14. Contractor has to attach following documents along with the bills:
 - A) Proof of having deposited employee's as well as employer's contribution towards PF & ESIC. PF & ESI amounts have to be deposited by 10th of each month for every completed previous month.
 - B) Proof of having paid wages to his workers within 7th day of the following wage period. The contractor has to make all payments vide **e payment only**. The contractor has to attach copy of bank statement disbursed by him to the labor.
15. The contractor has to maintain all books, registers, form & other related documents which are prescribed under Contract Labour (regulation & abolition) Act, 1970 & its central rules 1971,

Minimum Wages Act 1948 & its central rules, EPF & MP Act 1952, ESIC Act 1948, and all other concerned Acts/labor laws & its central rules.

16. The Contractor shall observe and abide by the provisions of all laws, rules and regulations and shall also obtain at his own cost all necessary licenses and permit that may be necessary for the purpose of carrying out the provision of the agreement. It shall also be the responsibility of the contractor to ensure compliance with all labor laws provision including all such liabilities due and payable under any other laws. The payment of wages to the employees employed by the contractor is to be disbursed by the contractor himself or by his nominee
17. Contractor should be in possession of own EPF & ESIC Establishment codes for complying with ESIC & EPF provisions in respect of his Laborers. In case ESIC is not applicable, contractor should ensure that all employees are being covered under Insurance taken under Workman's compensation act. Cost towards the same should be borne by the contractor
18. The contractor has to compulsorily provide the above mentioned cover to his employees even if any of these statutory laws is not applicable to him/his firm. The contractor shall submit the proof of such payments along with the monthly bills. The monthly payments will be held up on non-submission of such proofs.
19. The contractor will be responsible and compensate for any damage to men or material, injury or death as the case may be, when the cause is directly or indirectly due to his worker(s).
20. The persons deployed by the contractor will be part of the firefighting team and will have to undergo necessary training etc. imparted by HPCL and participate in the mock drills and actual firefighting with full involvement.
21. The contractor has to comply with all the safety requirements. Under no circumstances, persons without Uniform & safety shoes will be allowed to enter the ASF. Uniform & Safety shoes to be provided by the Contractor to their workers from the very first day on the ASF. No person will be allowed to work inside the ASF without wearing safety shoes.
22. **Insurance shall be provided by Service Provider to all its workers under PMSBY (Pradhan Mantri Suraksha Beema Yojana)** and submit proof to HPCL in this regard.

23. AGREEMENT / TERMINATION: -

The agreement / contract will be valid for one year. During the tenure of the contract, it can be terminated by HPCL by giving 1-month notice in writing; however, contractor can also leave the contract by giving two-month notice in advance failing which Security amount would be forfeited. In case of unsatisfactory performance of the contractor, HPCL shall, after informing the contractor about such unsatisfactory performance, terminate the contract without any notice.

In case unsatisfactory performance on the part of the contractor, HPCL has the right to get the work done (either partial or full) by other parties at service provider's own risk and cost. The expenditure will be deducted from the contractor's monthly bill along with the penalty as mentioned in the deficiency clause.

Service Provider / Contractor on whom order will be finalized will be required to enter into an Agreement with HPC and will be required to give Indemnity bond.

24. STATUTORY REQUIREMENTS:

The contractor preferably should have his own PF Number, PAN Number, ESIC number etc. and it is the duty of the contractor to pay minimum wages to his employees as per the applicable guidelines. The contractor will be required to comply with all statutory requirement including compliance under ID act, contract labour act (P&A act), payment of wages act, minimum wages act, workmen compensation act, EPF, ESIC and any other rules as made applicable by central or state government.

25. DEFICIENCY CLAUSE -

Penalty will be levied for deficiency in service as described below -Liquidated Damages @ 0.5% per week or part thereof will be applicable, in case of delay in completion, subject to the maximum of 5% of the basic value of PO.

VALIDITY OF OFFER

Quoted price shall be valid for **90 days** from the due date/ extended due date.

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

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

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

ACCEPTANCE OF TENDERS

HPCL reserves the right to accept any tender in completely or in part or to reject any or all tenders without assigning any reasons. **HPCL** shall not be bound to accept the lowest or any tender and reserves the right to accept one or more tenders in part. The decision of Corporation in this connection shall be final.

HPCL reserve their right to award the contract to any tenderer and their decision in this regard shall be final. They also reserve their right to reject any or all tenders received. No disputes could be raised by any tenderer(s) whose tender has been rejected.

FORCE MAJEURE

Force Majeure clause will be applicable on both sides. However, in case of force majeure the concerned party shall inform the other party immediately in writing, the happening of the force majeure occurrence. The accepted definition of force majeure will be as under:

Acts of God, war declared or undeclared, civil commotion, Natural Calamities (like Floods, Earthquakes, and Epidemics etc.) Strikes, Lockouts, Statutory restrictions effecting deliveries, fires, Explosions, Acts of enemy agents etc.

GRIEVANCE REDRESSAL MECHANISM

Hindustan Petroleum Corporation (HPCL) has developed a "Grievance Redressal Mechanism" to deal with references/grievances, if any, that are received from parties who participated/intends to participate in the Corporation's Tenders. The details of the same are available on our website www.hindustanpetroleum.com
<<http://www.hindustanpetroleum.com>>.

OTHER TERMS AND CONDITIONS AS PER GTC FOR WORK CONTRACTS ATTACHED TO THIS TENDER

NOTE: In case any of the attached GTC clauses contradicts the clauses mentioned above, the clauses mentioned above will override the GTC clauses.

ARBITRATION CLAUSE

- 1) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or

effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

- 2) The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract 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.
- 3) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.
- 4) Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which his predecessor left it. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as previously mentioned, 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.

- 5) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- 6) The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) because of initiation, commencement or pendency of such proceedings.
- 7) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may make interim award(s) if necessary.
- 8) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lump sum fees of the Arbitrator shall be Rs. 40,000/- per case for transportation contracts and Rs. 60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid Rs. 10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties.
- 9) Subject to the aforesaid, the provisions of the # Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, shall apply to the Arbitration proceedings under this Clause.
- 10) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Mumbai for all purposes. The Arbitration shall be held at Mumbai and conducted in English language.
- 11) The Appointing Authority is the Director Marketing of Hindustan Petroleum Corporation Limited

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Attachments

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Acceptance to e tender	Confirmation of Acceptance to E tender.pdf	-	No
2	Bidders organisation details	Bidder Organisation Details.PDF	-	No
3	Declaration forms	Declaration forms.pdf	-	No



Attachment to e-Tender
Confirmation of Acceptance of Terms and Conditions

Note		
1	This table must be filled in against all serial nos. and uploaded with the Techno Commercial Bid. Non submission or submission of incomplete information may lead to rejection of the tender.	
2	In case of any contradictions, the responses provided in this table shall prevail.	
3	Deviations: Refer to Deviation Clause in the tender. Deviations should be mentioned only in the Deviation Form. Deviations having commercial implications, if accepted, shall be suitably loaded for evaluation purpose.	
Sl. No.	Description	Bidders Confirmation
1	Confirm that you have not been black listed, banned or delisted by any Government or Quasi Government agencies or PSUs. Please upload the declaration as per the specimen given in the tender	
2	Technical: Confirm acceptance of Technical Specifications and Scope of Work as given in this tender.	
3	Firm Prices: Confirm quoted prices will remain Firm and Fixed throughout the period of the contract and extensions, if any. Unless specifically provided for or mentioned in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in prices of materials or cost of labour or due to any other reasons	
4	Validity: Confirm your offer is valid for 90 days from due date extended due dates for placement of order.	
5	Payment Terms: Confirm acceptance of payment terms as specified in the tender	
6	Delivery/Contract Period: Confirm Acceptance of Delivery/Contract Period as specified in the tender	
7	Delayed delivery Or Liquidated Damages: Confirm acceptance of delayed delivery clause as specified in the tender	
8	In case of delay in Delivery due to reasons attributable to Bidder, confirm that any new or additional taxes and duties, imposed after contractual delivery dates shall be to Bidder's account	

Sign & Seal of Bidder



Attachment to e-Tender

Confirmation of Acceptance of Terms and Conditions

9	Terms and Conditions: Confirm acceptance of Instructions to Bidders, Special Terms and Conditions, General Terms and Conditions as given in this tender.	
10	Indicate whether a Government Of India undertaking.	
11	Indicate whether registered under NSIC/MSME. If registered, please upload the certificate. NSIC/MSME Registration Certificate is valid up to date	
12	In case of Micro and Small enterprises, if you belong to SC ST category please attach copy of your certificate	
13	If you are Micro or Small industry, kindly upload proof to substantiate the same like documents showing value of assets like plant and machinery	
14	In case registered with NSIC, please confirm whether the quoted item is included in the registration certificate. Please also provide the value limit given in the NSIC certificate	
15	Confirm acceptance of Arbitration clause as given in the Tender Document	
Offers not accompanied by this Agreed Terms & Conditions are liable for rejection without recourse to the Bidder.		
All Correspondence should be in English Only.		

Sign & Seal of Bidder

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	



(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

M/s. _____ hereby confirm that we have not been Banned or Black Listed or Delisted or Holiday Listed by any Government or quasi Government agencies or Public Sector Undertakings.

Date: _____

Name of Tenderer: _____

Place: _____

Signature & Seal

Of Tenderer: _____

NOTE: If a bidder has been banned by any Government or Quasi Government agencies or PSU's, this fact must be clearly stated with details. If this declaration is not given along with the un-price bid, the tender will be rejected as non responsive.

Sign & Seal of Bidder



ON LETTER HEAD

Undertaking by the bidder

I/we hereby undertake that the entire information furnished/given to you in our bid and attachments are true to the best of our knowledge and belief and nothing therein is false.

I/We further undertake, that if it is found during the tender stage (before accepting our bid/placement of Purchase Order by HPCL) that any information or document furnished/submitted by us is false or incorrect, then we agree that HPCL shall be free to reject our tender/ bid. If the same is found to be false or incorrect during any stage after accepting of our bid/ placement of Purchase Order, then HPCL shall have the right to summarily cancel our tender and procure the balance quantity from any alternate source. HPCL shall have the right to recover the differential amount between the rates of our contract and the rates at which HPCL is compelled to procure from the alternate source, if the latter rate is higher. To this effect, the recovery can be made by HPCL by en cashing any bank guarantee that we may have submitted or from any pending bills under this contract or any other contract with HPCL. Further HPCL shall be at liberty to take any appropriate action as deemed fit in such an eventuality.

I/we further undertake as and when called upon by Hindustan Petroleum Corporation Limited, to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto

Date: _____

Name of Bidder _____

Place: _____

Sign & Seal of Bidder



ON LETTER HEAD

Declaration regarding PAN Number

I/We hereby declare that my/our PAN No. is _____ and is
falling under the jurisdiction of Commissioner of Income Tax
_____. It is hereby declared that
the said PAN No. is correctly stated.

Name of Bidder _____

ON LETTER HEAD

Sign & Seal of Bidder



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.

The Tenderer is required to state whether he/ she is a relative of any Director of the HPC or the tenderer is a firm in which Director of HPC

Sign & Seal of Bidder



or his relative is a partner or is any other partner of such a firm or alternatively the Tenderer is a private company in which Director of HPC is 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 the above declaration and the employee so appointed happens to be relative of the Officer of the HPC/ Central/ State Government, the tenderer should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of the HPC/ Central/State Government.

Date: _____ Name: _____

Place: _____ Designation: _____

List of Relatives

A person shall be deemed to be a relative of another, if any and only if,

- i) He / She / They are members of Hindu Undivided family or
- ii) He / She / They are Husband & Wife or
- iii) The one is related to the other in the manner indicated below.

- | | |
|---------------------------------------|--------------------------------------|
| 1. Father | 12. Son's Daughter |
| 2. Mother (including Step Mother) | 13. Son's Daughter's Husband |
| 3. Son (including Step Son) | 14. Daughter's Husband |
| 4. Son's Wife | 15. Daughter's Son |
| 5. Daughter (including Step Daughter) | 16. Daughter's Son's Wife |
| 6. Father's Father | 17. Daughter's Daughter |
| 7. Father's Mother | 18. Daughter's Daughter's Husband |
| 8. Mother's Mother | 19. Brother (including Step Brother) |
| 9. Mother's Father | 20. Brother's Wife |
| 10. Son's Son | 21. Sister (including Step Sister) |
| 11. Son's Son's Wife | 22. Sister's Husband |

Sign & Seal of Bidder