

- 3) Start-ups as recognized by Department for Promotion of Industry and Internal Trade (DPIIT) formerly known as Department of Industrial Policy & Promotion will be exempted from payment of EMD.

MSE bidder shall upload valid MSE Certificate (as on due date/extended due date of the Tender) online and there is no need to drop the MSE Certificate in the tender box. However if bidder is claiming MSE status and the bid is submitted without uploading the MSE Certificate online in the appropriate place, the bid shall be rejected.

Currently, only Udyam Registration shall be accepted for Micro/ Small Enterprises for EMD exemption as per latest guidelines as on date of publishing of the tender. In case of updation of guidelines to accept any other MSE certificates as on due date of the tender as amended from time to time, such document shall also be accepted.

A copy of application for MSE / NSIC Registration will not be acceptable. Such offers will be treated as offers received without EMD and will be rejected.

- The EMD is liable to be forfeited, in the event of :
  - (i) Withdrawal of offers during the validity period of the offer.
  - (ii) Non-acceptance of (Letter of Acceptance) LOA / PO, if and when placed.
  - (iii) Non-confirmation of acceptance of Purchase Order within the stipulated time.
  - (iv) Unilateral revision in the offer made by the tenderer during validity of the offer.
  - (v) Non – execution of LOA / PO for any reason whatsoever.

HPCL shall not be responsible for any postal delays or non-receipt of BANK GUARANTEE by tender due date / time, reasons whatsoever. **Late submissions i.e. receipt of EMD beyond tender due date and time or non-submissions, shall not be acceptable and such offers shall be rejected.**

EMD will be refunded to all the unsuccessful tenderers after finalization of P.O. For successful tenderers, refund will be made only on payment of Security Deposit cum performance guarantee against LOA / PO. EMD shall not bear any interest and shall be refunded by e-payment in case same has been paid through Online e-payment mode.

Completed tenders in all respect should be submitted on-line at website <https://etender.hpcl.co.in> by the tender due date / time. Unpriced (Technical) bids shall be opened on-line

#### **Existing HPCL Vendors:**

Please log in at site (<https://etender.hpcl.co.in>) and respond to the tender. Please note that this is an on line tender and on line response submitted at site (<https://etender.hpcl.co.in>) shall only be accepted. For submitting on line response Digital Certificate / Signatures (Class III) shall be mandatory. In case, you are logging in for the first time please ensure to upload your Digital certificate. The process for same is listed in the Help link after logging in. PLEASE LOGIN WITH YOUR EIGHT DIGIT JDE VENDOR CODE AS GIVEN IN THE SUBJECT

ABOVE AND CORRESPONDING BILL TRACKING SYSTEM (BTS) PASSWORD TO BID FOR THE TENDER. In case of any difficulty in logging or in case you do not have the BTS password, please send mail to [eprochelpdesk@mail.hpcl.co.in](mailto: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) Pls. refer to help link after logging in, in case you are new to e-Tender.

#### **Non HPCL Registered Vendors:**

In the portal (<https://etender.hpcl.co.in>) you have to bid thru temporarily Registered User option by selecting the radio button: New Users Click here for temporary registration.

#### **Check list for Bidders:**

##### **1. Following documents are to be uploaded as a part of Pre-qualification of Bid:**

- Supporting documents towards bidder's qualification criteria (work orders, completion certificates, and turnover statements; duly notarized)

##### **2. FOLLOWING DOCUMENTS ARE TO BE UPLOADED AS A PART OF TECHNICAL BID:**

- Duly filled, signed and stamped **Integrity Pact** document. **Non submission of this document shall make the bid liable for rejection.**
- Duly filled Declaration for non-black listing
- Duly filled Declaration for relatives in HPCL.
- Duly filled, Deviation template provided in the portal. If there are no deviations, then nil deviation radio button shall be selected. *Deviations mentioned by the bidders anywhere else in the tender other than in Deviation Template provided in the e-tender portal, shall not be considered. No further correspondence on this shall be entertained at any stage.*
- Agreed terms and conditions sheet.
- Various statutory docs like GST Registration certificate for Indian Bidders.
- Additional Data as sought in the tender documents

**Unpriced bid containing rates shall make the bid liable for rejection.**

The Bid and all supporting documents submitted and all correspondence whatsoever exchanged by Vendor and HPCL shall be in English language only.

**Pre-Bid meeting is scheduled for this tender. Details of the Meeting are attached as Annexure I.**

Price Bid (Online) shall contain only the rates. Price bid shall not contain any data, conditions etc. other than the rate. Any conditions, data given in priced bid will be ignored and not considered.

## 1. BID EVALUATION CRITERIA:

This tender is floated on Schedule wise basis.

Schedule 1 – SOLAR PLANT – 4.2 MW (AC) /5.88 MWp connected with TATA POWER DISCOM

Schedule 2 – SOLAR PLANT – 5 MW (AC)/ 7 MWp connected with BSES RAJDHANI DISCOM

Participation in both the Schedules is not mandatory i.e. the bidder can quote for any one or both the schedules, as preferred by them, subject to meeting stipulated Bid Qualification Criteria.

Bids will be evaluated on **SCHEDULE WISE HIGHEST GROSS DELIVERED COST BASIS (i.e Including GST)**. Quoted rate shall be inclusive of all components viz. packing charges, loading unloading charges, insurance, Third party Inspection Charges, transportation to site etc. if any.

For further details on Bid Evaluation Criteria, please refer the 'Section IV Bid Evaluation Methodology' Clause mentioned in the tender document.

Bidder should quote applicable rate of GST as per GOI notification against each line item in the space provided in online bid.

## 2. ORDER DISTRIBUTION CRITERIA:

Purchase Order for 100% of the tender quantity of a particular schedule will be awarded to the lowest bidder, subject to GOI guidelines pertaining to Class I local supplier. Since job under this tender is a Works Contract, Purchase preference to MSE Vendors will not be applicable. Pls. refer enclosed document under 'Purchase Preference'. Job under this tender is indivisible.

**Pls. note that only Class I and Class II local suppliers will be eligible to submit bids for this tender. However, preference as per PP-LC will be given only to Class-I local supplier. Class-II local supplier will not get any purchase preference.**

**Undertaking as per Attachment 1 has to be mandatorily submitted by all the participating bidders.**

Traders and Agents shall not be allowed to avail the benefits extended under Purchase Preference Policy.

### 3. FIRM RATES:

The rates shall remain unchanged till the expiry of Contract and no Revision of Rates shall be entertained from parties for any reason. No Escalation / De-escalation of rates are applicable.

### 4. VALIDITY OF OFFER:

The offer shall be valid for a period of 120 days from the due date/ extended due date of opening of the un-priced bid. Corporation reserves the right to take action as deemed fit, including putting the bidder under suspension / holiday, in case of withdrawal of Offer at any stage, non-acceptance of LOA/LOI/PO or any other breach of Tender terms and conditions.

### 5. BIDDER FROM A COUNTRY THAT SHARES LAND BORDER WITH INDIA

Orders issued by the Government of India restricting procurement from bidders of certain countries which shares a land border with India [Rule 144(xi) of the General Financial Rules (GFR) 2017] shall apply to this Tender.

- 1) Any bidder from a country which shares a land border with India (ref. <https://mea.gov.in/india-and-neighbours.htm>), excluding countries as listed in the website of Ministry of External Affairs (ref. <http://meadashboard.gov.in/indicators/92>), to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects – hereinafter called 'Restricted Countries', shall be eligible to bid in this tender only if the bidder is registered (ref. <https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>) with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). The bidders shall enclose certificate in this regard in the Bid Form.
- 2) "Bidder" (including the term 'Bidder', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- 3) "Bidder from such Restricted Countries" for the purpose of this clause means:
  - (a) An entity incorporated, established, or registered in such a country; or
  - (b) A subsidiary of an entity incorporated, established, or registered in such a country; or
  - (c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or
  - (d) An entity whose beneficial owner is situated in such a country; or
  - (e) A natural person who is a citizen of such a country.

4) The beneficial owner for the purpose of (3) above shall be as under:

(a) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

(b) Explanation-

- (i) "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.
- (ii) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- (iii) In case of an incorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- (iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- (vi) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

## 6. 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](http://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

#### 7. Usage of TReDS Platform by MSME Vendors

The Government has introduced Trade Receivable e-Discounting System (TReDS) which is a platform approved by the Reserve Bank of India specially for Micro, Small and Medium Enterprises (MSMEs) to ease and facilitate constraints faced by them in obtaining adequate working capital finance, particularly in terms of their ability to convert their trade receivables into liquid funds.

To facilitate the same, HPCL has been registered as Buyer with all three RBI recognized TReDS platform provider as below:

- Invoice Mart (A.TREDS Ltd)
- M1 Exchange (Mynd Solutions)
- RXIL (Receivables Exchange of India Ltd)

All MSME vendors with UDYAM REGISTRATION CERTIFICATE are encouraged to get themselves registered with any one or all of the aforesaid TReDS platforms to avail benefit of TReDS bill discounting facility. HPCL has also enabled TReDS discounting option in its Bill Tracking System (BTS) for ease of process during payments post PO placement.

#### 8. PAYMENT TERMS

Vendors have been facilitated to submit digitally signed invoices through the Vendor Bill Tracking System (BTS) Portal effective 01.10.2020. Pls. refer the user manual outlining the process hosted on BTS portal for further details.

Payments will be made against bills certified by the HPCL Engineer-in-Charge/Site-in-Charge within 15 days from the date of receipt of the bill and all other related documents in line with the timelines mentioned in this Tender Document.

**Technical Bid containing rates shall make the bid liable for rejection for all bidders.**

**HPCL reserves the right to solicit documents/additional documents to verify the eligibility of bidders for Bids qualification during any stage after opening of technical bid. HPCL also**

**reserves the right to seek clarification on taxes (GST) quoted by the bidders and to correct/load appropriate tax rates as required and evaluate bids accordingly.**

## 9. REVERSE AUCTION

**Reverse Auction will not be conducted for this tender.** Price bids of techno-commercially qualified vendors of this tender will be opened in normal mode and L1 bidder of each Schedule will be identified as per tender terms and conditions. Hence, vendors are requested to quote their most competitive price in the online price bid.

### *Verification of Original Documents:*

*All the participating bidders shall provide copies of all the necessary documents along with the bid. However, all the bidders or their authorized representatives are required to be present at HPCL Office on the informed dates along with the original documents submitted for Bid Qualification- Financial /Technical and other techno-commercial documents for the verification/clarification by HPCL. Offers of Vendors who fail to submit the Original documents on demand shall be liable for rejection.*

Grievance Redressal Mechanism: Details of this grievance redressal mechanism is available on the Corporation's Website- [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com).

Please note the details of the currently serving IEMs as under:

Shri Ashwani Kumar : ashwani.ashwani282@gmail.com  
Shri Jagdish Chander Sharma : jcsharma.ap85@yahoo.in

### Address:

C/o The Company Secretary, HPCL, 6th Floor, Petroleum House, 17, Jamshedji Tata Road, Churchgate, Mumbai 400020.

The details of Independent External Monitors (IEMs) are available on HPCL website ([www.hindustanpetroleum.com](http://www.hindustanpetroleum.com)) at Home -> Procurement (Under Quick Links) -> Integrity Pact.

This Tender and the Purchase orders / Contracts finalized against this tender shall be governed by Guidelines for Holiday Listing as displayed in the link "Guidelines for Holiday Listing (Banning of business dealing)" in HPCL Website: [www.hindustanpetroleum.com](http://www.hindustanpetroleum.com).

Guidelines on Holiday Listing/Banning of Business dealings are available on HPCL website ([www.hindustanpetroleum.com](http://www.hindustanpetroleum.com)) at Home -> Procurement (Under Quick Links) -> Guidelines on Holiday listing.