



**HPCL RENEWABLE AND GREEN ENERGY LIMITED (HPRGE)**

**Domestic Competitive Public Bidding**  
**Invitation to Bid Document**  
For

**LAND PACKAGE FOR DEVELOPMENT OF PROPOSED SOLAR POWER PLANT IN  
MAHARASHTRA STATE**

Link for Pre - Tender Meeting	All the prospective interested bidders may participate in the Pre - Tender Meeting through Video Conference at <b><u>12:00 PM 15.01.2025</u></b> with following link.  <a href="https://hpcl-in.zoom.us/j/99248151024?pwd=zuk593dLI-yAiarRVc8jxIaiaIXZsaq.1">https://hpcl-in.zoom.us/j/99248151024?pwd=zuk593dLI-yAiarRVc8jxIaiaIXZsaq.1</a> Meeting ID: 992 4815 1024 Passcode: 860333
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Head - Central Procurement Organization, Hindustan Petroleum Corporation Limited (hereinafter referred to as 'the Procurement Authority', 'the Head of Procurement', 'the Procuring Entity'), invites bids on behalf of HPRGE Renewables & Green Energy Limited (the 'Procuring Organization') for entering into a contract for the supply of GOODS/ SERVICES (hereinafter referred to as 'the Goods/ Services'). This Tender Document (hereinafter referred to as 'the Tender Document'), gives further details.

**Note: Prospective bidders are requested to depute their senior and competent representatives who are authorized to attend the meeting**

DISCLAIMER: This Pre-tender meeting invitation is issued by the Hindustan Petroleum Corporation Ltd., for general information purposes only, with regard to Corporation's requirement on bidder's readiness to participate in the tender. This should not be construed as an offer to sell or solicitation of an offer to buy, purchase or subscribe to any platform/solution but is merely an invitation to discuss solution required for HPRGEL/ HPCL & bidder's eligibility on terms & conditions of HPRGEL/ HPCL. Neither, this meeting invitation nor anything contained herein shall form the basis of or be relied upon in connection with any contract or commitment whatsoever from the Company. This invitation Document constitutes no form of commitment on the part of the Company or any of their group companies. Furthermore, this invitation Document confers neither the right nor expectation on any interested parties to be selected to participate in the Bid Process and nothing in this invitation Document or subsequent submission of any Document by a Bidder constitutes a contract between the Company or any other entity and the interested parties. The Company reserve the right to accept or reject any response/suggestion given by any interested participant. Bidders should regularly visit Company's website to keep themselves updated regarding clarifications/ amendments/ time extensions, if any. No financial obligation will accrue to the Company in such an event. The Company shall not be responsible for non-receipt of correspondence sent by any Bidder through any mode. The Company shall in no circumstances, be responsible to bear or reimburse any expenditure or costs incurred by any Bidder in respect of the participation in this meeting. The intent of the notice is to interact with the prospective bidders for any deviations & clarification in scope of job and selection methodology.

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SECTION 1A-Abbreviations used in this Tender

Sr. No.	Abbreviation	Meaning
1	PO	Purchase Order
2	PQC	Pre-qualification Criteria
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	GST	Goods and Service Tax
10	PLR	Prime Lending Rate
11	DD	Demand Draft
12	GTC	General Terms and Conditions
13	SBI	State Bank Of India
14	SOR	Schedule of Rates
15	GST	Goods and Service Tax
16	CGST	Central Goods and Service Tax
17	SGST	State Goods and Service Tax
18	IGST	Integrated Goods and Service Tax
19	LoI	Letter of Intent
20	CTU	Central Transmission Utility
21	ISTS	Inter State Transmission System
22	InSTS	Intra State Transmission System
23	EHV	Extra High Voltage
24	CERC	Central Electricity Regulatory Commission

#### SECTION 1B-DEFINITIONS

**“Affiliates”** means, with respect to any Person, a Person that directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, the Person specified. For the purposes of this definition, “control” (including, with correlative

meanings, the terms “controlled by” and “under common control with”) shall mean the possession, directly or indirectly, of the power, alone or together with others, to direct or cause the direction of the Management and policies of such Person, whether through the ownership of voting securities, by contract, or otherwise.

“**Commissioning**” means trial/initial operation of the Facilities or any part thereof by the Contractor, which operation is to be carried out by the Contractor (Commissioning and Completion of Facilities) hereof, for the purpose of carrying out Guarantee Test(s).

“**Completion**” means that the Facilities have been completed operationally and structurally and put in a tight and clean condition, and that all work in respect of Pre-commissioning of the Facilities or such specific part thereof has been completed; and Commissioning has been attained as per Technical Specifications.

“**Contract**” means the Contract Agreement entered between the Employer and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.

“**Contract Price**” means the sum 1 (Contract Price) of the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.

“**Contractor**” means the person(s) whose bid to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement, and includes the legal successors or permitted assigns of the Contractor.

“**Contractor’s Equipment**” means all plant, facilities, equipment, machinery, tools, apparatus, appliances, or things of every kind required in or for installation, completion and maintenance of Facilities that are to be provided by the Contractor, but does not include Plant and Equipment, or other things intended to form or forming part of the Facilities.

“**Contractor’s Representative**” means any person nominated by the Contractor and approved by the Employer in the manner provided in Clause 10.2 (Contractor’s Representative and Construction Manager) hereof to perform the duties delegated by the Contractor.

“**Defect Liability Period**” means the period of validity of the warranties given by the Contractor commencing at Completion of the Facilities or a part thereof, during which the Contractor is responsible for defects with respect to the Facilities (or the relevant part thereof) (Defect Liability) hereof.

“**Effective Date**” means the date from which the Time for Completion shall be determined as stated in Article 3 (Effective Date for Determining Time for Completion) of the Form of Contract Agreement.

“**Employer**” or “**Owner**” means HPRGE.

“**Facilities**” means the Plant and Equipment to be supplied and installed, as well as all the Installation Services to be carried out by the Contractor under the Contract.

“**Government**” or “**Governmental Instrumentality**” shall mean any ministry, department, political subdivision, instrumentality, agency, provincial or municipal council, authority, body or entity, corporation or commission under the control of the GOI and any other local or other authority, agency or statutory body exercising powers conferred by Laws.

“**Guarantee Test(s)**” means the test(s) specified in the Technical Specifications to be carried out to ascertain whether the Facilities or a specified part thereof can attain the Functional Guarantees specified in the Technical Specifications in accordance with the provisions of Clause 10.9 (Guarantee Test and Operational Acceptance) hereof.

“**Installation Services**” means all those services ancillary to the supply of the Plant and Equipment for the Facilities, to be provided by the Contractor under the Contract; e.g., transportation and provision of marine or other similar insurance, inspection, expediting, Site preparation works (including the provision and use of Contractor’s Equipment and the supply of all use structural and construction materials required), installation including civil and

allied works etc., testing, pre-commissioning, commissioning, operations, maintenance, the provision of operations and maintenance manuals, training of Employer's Personnel etc.

**"Laws"** means all laws, statutes, enactments, acts of legislature or parliament, ordinances, rules, bylaws, regulations, notifications, policies, guidelines, directions, directives, decision, decrees, and orders of any Governmental Instrumentality having the force of law.

**"Materials"** means the part of any tangible media upon or within which any part of the Confidential Information is recorded or reproduced in any form and shall include any storage device which forms a part of computer hardware.

**"Operational Acceptance"** means the acceptance by the Employer of the Facilities (or any part of the Facilities where the Contract provides for acceptance of the Facilities in parts), which certifies the Contractor's fulfillment of the Contract in respect of Functional Guarantees of the Facilities (or the relevant part thereof) and shall include deemed acceptance in accordance with Clause 10.9 (Guarantee Tests and Operational Acceptance) hereof.

**"Plant and Equipment"** means permanent plant, equipment, machinery, apparatus, articles and things of all kinds to be provided and incorporated in the Facilities by the Contractor under the Contract but does not include Contractor's own equipment.

**"Pre-commissioning"** means the testing, checking and other requirements specified in the Technical Specifications that are to be carried out by the Contractor in preparation for Commissioning as provided in Clause 10.8 (Commissioning and Completion of Facilities) hereof.

**"Project Manager"** means the person appointed by the Employer in the manner provided in Clause 10.2 (Project Manager) hereof to perform the duties delegated by the Employer.

**"Site"** means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.

**"Subcontractor"**, including vendors, means any person to whom execution of any part of the Facilities, including preparation of any design or supply of any Plant and Equipment, is subcontracted directly or indirectly by the Contractor, and includes its legal successors or permitted assigns.

**"Time for Completion"** means the time within which Completion of the Facilities as a whole (or of a part of the Facilities where a separate Time for Completion of such part has been prescribed) is to be attained in accordance with the stipulations in the relevant provisions of the Contract.

## **SECTION2- INSTRUCTION TO BIDDERS**

- i. This is only an e-Tender Enquiry and not an order. HPRGE reserves the right to cancel it at any stage without assigning a reason.
- ii. The tender should be submitted online only, by the stipulated due date and time, as specified in the tender. Late / delayed tenders submitted online after the due date and time, for

whatsoever reasons will not be considered. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.

- iii. All communication regarding the tender including queries, if any, and submission of offers shall be done online.
- iv. Two Bid System: Bidders are required to submit offer in two parts, namely “Unpriced (Technical Bid)” & “Priced Bid”.
- v. Bidders shall be required to arrange all resources, including Digital Certificate and Internet connections at their own cost, for participating in online tenders.
- vi. HPRGE shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues. HPRGE shall not be responsible for any postal or other delays in submitting EMD / tender cost wherever applicable.
- vii. HPRGE 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.
- viii. Bidders are requested to quote DELIVERED unit rates (per unit quantity) in the on-line price bid only.
- ix. Please do not quote / mention rates anywhere else in the tender other than online price bid. In case bidders quote rates at any other place (other than online price bid), **THE OFFER OF PARTY SHALL BE REJECTED.**
- x. Bidders shall quote door delivery price at the respective plants as per the delivery schedule mentioned including all duties & taxes, transit insurance, and packing & forwarding & freight charges.
- xi. Request for extension of tender submission due date, if any, shall be considered at the sole discretion of HPRGE however, request for extension received within three (3) days for public tender of tender submission due date /time may not be considered.
- xii. HPRGE may, at its discretion, on giving reasonable notice online to extend the bid due date, in which case all rights and obligations of the HPRGE and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.
- xiii. **DEVIATIONS TO TENDER TERMS:** Bidders are requested to accept tender terms/conditions in totality and should avoid deviations.
- xiv. **Break up of Purchase:**
  - Bidder has to submit the quote for all the line items from Sr. No. 1 to 34.
  - **After detailed techno-commercial evaluation, HPRGE will issue Purchase Order to successful bidder for line items sr. nos. 1, 31, 32, 33 & 34 only.**
  - PO will not be issued to bidder for line items sr. nos. 2 to 30. Land Lease/Sublease will be signed between Owner(s)/Lessor(s) & HPRGE at negotiated rates. Bidder have to quote for the rates for these items. HPRGE may negotiate directly with owner(s) / lessor(s) for land lease rate and shall make direct payments to them. Bidder shall coordinate and assists for these meetings with land owner(s)/Lessor(s). However, in the event that the negotiated land lease rates are higher than the bidder's quoted value, then the surplus amount will be recovered on one time basis from bidder's EMD/BG/other payables at NPV discount rate of

8% for entire lease period. In case if the negotiated lease rates are lesser than the bidder's quoted rates, then no differential payments will be made to bidder.

xv. **Order of Precedence**

In case of an irreconcilable conflict amongst General Conditions of Contract (GCC) and other conditions mentioned in Scope of Work, SCC, Specifications or Price Schedule / Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- a. Final Contract Agreement
- b. Letter of Acceptance (LoA) / Work Order
- c. Special Conditions of Contract (SCC)
  - d. Scope of Work
  - e. Instruction to Bidders
- f. General Conditions of Contract (GCC)

xvi. **Contact Details:**

CONTACT PERSONS FOR TECHNICAL/COMMERCIAL CLARIFICATIONS			
	CONTACT PERSONS NAME/ DESIGNATION	LAND LINE NO /MOBILE NO	EMAIL ID
Technical Query	<b>Mr. Gagandeep Singh Sodhi</b> GM-Renewables	022-22068266	gssodhi@hpcl.in
	<b>Mr. Swapnil Dahake</b> Sr. Manager-Renewables	9860894693	swapnildahake@hpcl.in
Commercial Query	<b>Mr. Ujwal C</b> Sr. Manager CPO HPCL	9611199381	ujwalchengala@hpcl.in

## SECTION 3- INTRODUCTION AND SCOPE OF WORK

### 1. INTRODUCTION



HPRGE is planning to build renewable energy projects (hybrid) in the state of **Maharashtra**. HPRGE has identified land as one of the key requirements. Therefore, this inquiry is floated to invite competitive bids for *“Identification of required land having adequate potential for setting up Solar Power Plant along with assistance for finalizing and executing Land Lease/Sub-Lease with land owners/lessors, obtaining connectivity approval (upto 100 MW) from nearest STU S/s (33 / 132 kV level), obtaining ROW for laying of Transmission Line and approach way for site, Land clearing & development along with securing it with Chain Link Fencing.” as defined in the tender document along with other scope of work defined in the specification.*

## SCOPE OF WORK

The scope of the work shall be *Identification of required land having adequate potential for setting up Solar Power Plant along with assistance for finalizing and executing Land Lease/Sub-Lease with land owners/lessors, obtaining connectivity approval (upto 100 MW) from nearest STU S/s (33 / 132 kV level), obtaining ROW for laying of Transmission Line and approach way for site, Land clearing & development along with securing it with Chain Link Fencing.*

### 1. Arrangement of Land for the Project

Land for the solar project shall be arranged by Bidder through lease/sub lease to HPRGE for 29 years from the date of lease. The offered land title should be clear and free of all encumbrances, marketable, not subject to litigation or claim/protest, not subject to acquisition proceedings, and suitable for registered lease or sublease. The Bidder shall ensure that the landowners/lessors are ready and willing to give the land on lease to HPRGE for 29 years for setting up the solar plant if the bidder is successful.

#### 1.1. Leasehold/Freehold type – Government/Private Land shall be accepted.

Land can be Leasehold/Freehold type Government land or Private land or a combination of both to provide contiguous land parcel at one location of minimum 600 and maximum 700 acres. The bidder shall arrange the land parcel through Lease/sub lease to HPRGE for 29 years period. Lease/sub lease deed shall be executed between HPRGE and the landowner/lessor.

#### 1.2. The land offered must not be in or within GIB zones, Coastal Regulation Zone, prohibited range of any wildlife protected area or forest area or defense establishment. There should be no government restriction or otherwise in setting up the Solar power project on the offered land for lease/sub-lease to HPRGE.

#### 1.3. For any unavoidable reasons or practical conditions of site, HPRGE may accept land for the Solar project at a location which is divided into two or more parts provided the division is **restricted to maximum five (5) parts, minimum area of one such divided part is 10 acres, and not more than 40% area of the offered land is non-contiguous in nature.** For example, if the bidder wants to offer total land of 600 Acres, then it can be single contiguous land or minimum 360 Acres land shall be contiguous and remaining 240 Acres of land can be non-contiguous which can be single parcel or it can be further divided up to 4 land parcels of minimum 10 Acres each. ***If land for the solar project at a location is divided into two or more parts as above-mentioned, any right of way (RoW) for***

***cabling, drainage, necessary approach road etc between the divided parts (if not readily available) shall be in the bidder's scope at no extra cost to HPRGE. The ROW shall be in favour of HPRGE. For the purpose of evaluation of bid, if the bidder have offered non-contiguous land i.e. offered multiple land parcels (Max 5), then he has to indicate the cumulative distance connecting the satellite land parcels to main land parcel through the transmission line and amount @ Rs. 25 Lakhs per KM will be loaded in EBV Calculation as shown in Sample EBV Calculation Sheet.***

***In the event that the bidder have offered for contiguous land and after placement of PO, he needs to offer alternative land which is non-contiguous in nature, then the cumulative distance connecting the satellite land parcels to main land parcel through the transmission line will be ascertained and the amount @ Rs. 25 Lakhs per KM will be recovered from bidder's EMD/BG/other payable items.***

- 1.4. ROW for EHV transmission system from solar plant till point of grid interconnection for 29 Years (running parallel with period of lease of the offered land), including all applicable documentation, payment of consideration etc. shall be in Bidder's scope. The ROW shall be in favour of HPRGE.
- 1.5. The offered land shall have identified motorable approach road from the nearest public road without any obstacle and/or objection of any individual or agency. **If such road is not available, the selected bidder has to ensure the construction of the motorable road and the same shall be under the Bidder's Scope.**
- 1.6. **The selected Bidder may change the land parcels offered in the bid with prior consent of HPRGE within one month of issue of LOA (maximum two times) subject to the condition that evaluated annual generation of the solar plant at the new location shall not reduce beyond 1% of annual generation of the solar plant at the original location submitted in the bid (i.e. maximum reduction shall be 1%).** If the selected Bidder wish to change the offered land as afore-mentioned, then relevant document containing all details of new land as mentioned in Form 1(b) shall be submitted by the selected Bidder along with the request for change. Such change shall be the responsibility of the selected Bidder keeping in view timelines for connectivity application, land transfer, commissioning etc. Bidder to note that all other conditions of contract shall remain same if any changes are proposed by the selected Bidder after LoA . Any financial implications arising due to change in location of the offered land parcel shall be borne by the Bidder and nothing will be to the account of HPRGE.
- 1.7. In the event the selected bidder changes the land parcel as above-mentioned and evaluated annual generation of the solar plant at the new location is lower than that of original location submitted in the bid (reduction of max 1 % only shall be allowed) the new contract price shall be calculated with revised generation and **differential amount w.r.t original contract price shall be accordingly reduced from the contract price such that the revised EBV shall be less than or equal to originally calculated EBV.** In the event the change in land parcels is having higher annual generation value, then the contract price shall not change.

Annual Generation(G) is calculated as  $G = H_{\text{quoted}} * \text{Offered Land in Acres} * 4046.86 / 10^6$

Whereas GHI of the offered site ( $H_{\text{quoted}}$ ) is taken from Annual average GHI (H) value taken from yearly average data in kWh/m<sup>2</sup> as per Meteonorm 8.1 from PVsyt database from Latitude and Longitude provided based on the co-ordinates submitted by Bidder.

- 1.8. Based on location of the solar plant, project registration as per respective state policy if any, shall be arranged by Bidder. Project registration application in the name of HPRGE shall be done within a period of two months from the date of issuance of Purchase Order (PO) and the statutory charges related to project registration will be borne initially by selected bidder and will be reimbursed by HPRGE after grant of project registration. Preparation and submission of Detailed Project Report (as required) shall be in Bidder's scope.

### **1.9. Land Documents Submission**

#### **1.9.1. The Bidder shall furnish the following land related documents for minimum 600 acres of land along with the bid:**

- a) Technical details as per Form 1(a). It comprises of the details of land i.e., location with geographical coordinates & total area, details of proposed STU substation for power evacuation.
- b) Proof of arrangement of land as per Form 1(b) to be submitted on non-judicial stamp paper of Rs.500 value and duly notarized.
- c) Copy of revenue map showing plots offered.

#### **1.10.2. On issuance of LOA, the selected Bidder shall submit the following documents:**

- a) Title Search report of period not less than 30 years provided by Lawyer/Advocate or Law Firm appointed by the selected Bidder, certifying that the title of the offered land is clear and free of all encumbrances, marketable, not subject to litigation or claim/protest, not subject to acquisition proceedings, and suitable for registered lease or sublease. Report shall clearly indicate details of name(s) of landowners/lessors and their right to the land as freehold or leasehold. The report shall cover each and every parcel of land that is offered in the bid.
- b). Nil Encumbrance certificate on the offered land from competent land registering authority.
- c). All required permit/NOC/approval from Statutory bodies/Local Authorities such as Environment, Forest, Mines, Airport etc. for giving the offered land on lease/sub-lease to HPRGE for setting up solar plant within 30 days from the instructions of HPRGE. Any charges/fees payable for such permit/NOC/approval shall be borne by Bidder.
- d). All required change of land use as applicable for unrestricted use of land of solar plant within 30 days from the instructions from HPRGE. Any charges/fees payable for such change of land use shall be borne by Bidder.

- 1.10. The Lease/Sub Lease Agreement is subject to the approval of State Transmission Utility (STU) connectivity. In the event STU connectivity approval is not obtained within specified time frame of 90 days from the date of application for connectivity, the Lease/Sub Lease Agreement shall be cancelled without any liability to HPRGE. The landowners/lessors of the offered land shall be advised accordingly by the Bidder.
- 1.11. Complete process of lease/sub-lease of land in favour of HPRGE shall be done within stipulated time schedule mentioned in tender. **No separate Purchase order shall be given towards payment of land lease rental. It will be paid directly to lessor/sub lessor as per land lease agreement executed.**

#### 1.12. Schedule of Land Transfer

The selected Bidder will arrange lease/sub-lease of the offered land in favour of HPRGE as per following schedule:-

Submission of land documents as mentioned in Clause 1.10.2. (a) to (b) for minimum 50% project land.	Within 60 days of issuance of LOA
Lease/sub-lease of minimum 50% project land in favour of HPRGE .	Within 120 days of issuance of LOA.
Submission of land documents as mentioned in Clause 1.10.2. (a) to (b) for remaining of total project land in favour of HPRGE.	Within 60 days of issuance of PO.
Lease/sub-lease of remaining of total project land in favour of HPRGE.	Within 120 days of issuance of PO.

#### 1.13. Delay in meeting the schedule of land transfer as per above table:

- In the event of any failure to submit the land documents as specified above in the schedule of land transfer within 60 days of LOA by the selected Bidder, HPRGE shall be entitled to cancel the LOA, forfeit the EMD/ security deposit & initiate penal action as per extant guidelines of HPCL/ HPRGEL.
- If the selected bidder fail to achieve lease/sub lease of minimum 50% land in favour of HPRGE within 120 days of issuance of LOA, HPRGE shall be entitled to cancel the LOA, forfeit the EMD/ security deposit & initiate penal action as per extant guidelines of HPCL/ HPRGEL
- If the selected bidder fail to achieve lease/sub-lease of remaining total project land in favour of HPRGE within 120 days of issuance of PO, as specified in the schedule of land transfer, the

selected bidder shall pay to HPRGE as Liquidated Damages and not as penalty, a sum calculated at 0.5% of the contract value including applicable GST per week of delay subject to a maximum of 5% of the contract value. The Liquidated Damages shall be recovered amounts payable to the selected bidder, either under this contract or under any other contract.

The selected bidder agrees with HPRGE that the above represents a genuine pre-estimate of the damage or injury that HPRGE will suffer on account of delay/failure to meet the schedule of land transfer.

- d) Notwithstanding the imposition of Liquidated Damages as envisaged in this Clause 1.15, HPRGE shall be entitled to terminate the LOA/ PO in the event of any delay in meeting the schedule of land transfer by the selected bidder & initiate action penal action as per extant guidelines of HPCL/ HPRGEL.

#### 1.14. Site Topography Details and Site Assessment:

- i. On selection, Bidder shall carry out site survey including Topography Survey for Land Parcels and any cutting / filling with 95% compaction as per standard proctor density test, to maintain maximum slope of 10% for Solar Project Land for installation solar modules (**modules are not included in Bidder's scope**). Slope of land would preferably be in one direction for at least 100m length in N-S Direction
- ii. Fencing of the offered Land including entry / exit gates (minimum 2 per plot) **including security cabins** for Solar Project except Transmission Line related Land.
- iii. Tree cutting with approval from concerned State/ Central Govt. machineries and removal of any buildings or non-required structures.
- iv. Claims and objections due to ignorance of site condition will not be considered after submission of the bid. Bidder shall fully acquaint himself to all conditions and matters, which may in any way affect the project or the cost thereof. The bidder shall be deemed to have independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken in to account all contingencies as may arise due to such information or lack of the same.

## 2. Clearance requirements

- 2.1. The Bidder shall arrange for the following clearances with respect to the scope of this tender and ensure necessary documentations / applications are in the name of HPRGE.

S. No	Clearance	Scope
.	Water requirement during construction	To be arranged by Bidder

.	Power requirement during construction	To be arranged by Bidder
.	MOEF clearance (if applicable)	To be arranged by Bidder
.	ROW clearance	To be arranged by Bidder
.	SPCB clearance (if applicable)	To be facilitated by Bidder
.	MNRE clearance (if applicable)	To be arranged by Bidder
.	Any other Approval, permit / clearance from State Govt/Govt. departments & local body	To be arranged by Bidder

2.2. Bidder shall submit application for necessary approvals, permits and clearances not more than 90 days from the issuance of PO, which shall be complete in all respects, incorporating the clarifications/changes as required by the concerned authorities

2.3. All the statutory fees for approvals till the completion of O&M period shall be in the scope of Bidder (unless otherwise specifically mentioned in document)

### 3. **Statutory compliance, grid connectivity, and evacuation**

3.1. The Bidders shall comply with the following and all provisions and amendments thereof:

S. No	Compliance requirement
1.	Central Electricity Regulatory Commission (Connectivity and General Network Access to the inter-State Transmission System) Regulations, 2022
2.	Detailed Procedure for Connectivity and General Network Access (GNA) to the ISTS
3.	CEA (Technical Standards for Connectivity to Grid) Regulation, 2007
4.	CEA (Technical Standards for construction of Electrical Plants and Electrical Lines) Regulation, 2010
5.	CEA (Grid Standard) Regulation, 2010
6.	CEA (safety requirements for construction, operation and maintenance of Electrical Plants and Electrical Lines) Regulations, 2011

S. No	Compliance requirement
7.	CEA (Measures relating to Safety and Electrical Supply) Regulations, 2010
8.	CEA (Installation and Operation of Meters) Regulations, 2006
9.	Indian Electricity Grid Code Regulation, 2010
10.	CEA (Technical standards for communication system in Power system operations) Regulation, 2020
11.	CERC (Communication System for Inter State Transmission of Electricity) Regulations, 2017
12.	MNRE guidelines/OM/Advisory/Clarifications
13.	All relevant guidelines mentioned in state solar policies

**Scope of Work in each line items are:-**

**Line-Item no. 1: - Assistance for Land Leasing/Subleasing**

Assistance for Land Leasing/Subleasing in the name of HPRGE including identification of suitable land, Legal Title Search, Stamp Duty, Registration charges and other incidental



charges all inclusive. If HPRGE pay any fees/duty to Government Departments related to land, then it shall be deducted from this line item value and surplus if any shall be deducted from other payable line items / EMD / BG submitted by bidder.

Bidder shall preferably propose the land within 10 KM radius from the Substation (STU) from which the connectivity approval to be obtained. **In case if the bidder offered land beyond 10 KM radius from the nearest substation, then amount of Rs. 25 Lakhs per KM above 10 KM will be loaded in the EBV calculation as shown in the Sample EBV Calculation Sheet. In the event if the transmission line length through ROW / rout proposed in feasibility of connectivity approval after placement of PO is more than 10 KM, then amount @ Rs 25 Lakhs per Km over 10 KM will be recovered from bidder's EMD/BG/other payables.**

**Line item no. 2 to 30:-** Yearly Land Lease for 29 years

Minimum 600 and maximum 700 Acres of land is required for this project. PO will not be issued to bidder for these line items. Land Lease/Sublease will be signed between Owner(s)/Lessor(s) & HPRGE at negotiated rates. Bidder have to quote for the rates for these items. HPRGE may negotiate directly with owner(s) / lessor(s) for land lease rate and shall make direct payments to them. Bidder shall coordinate and assists for these meetings with land owner(s)/Lessor(s). ***However, in the event that the negotiated land lease rates are higher than the bidder's quoted value, then the surplus amount will be recovered on one time basis from bidder's EMD/BG/other payables at NPV discount rate of 8% for entire lease period. In case if the negotiated lease rates are lesser than the bidder's quoted rates, then no differential payments will be made to bidder. Alternatively, HPRGE reserves the right to cancel the Lol and encash the EMD/SD in such event that the negotiated land lease rates are higher than the bidder's quoted value***

Lease/Sub lease charges of Government/Private land for solar project for 30 years. Price of Land offered by the Bidder to be leased/sub leased in favour of HPRGE The rate or prices quoted shall also be inclusive of all applicable Taxes, Duties and Levies payable. Total lease charges for Government/Private Land offered by the Bidder to be leased in favour of HPRGE shall be quoted year wise. Bidder has to quote prices on yearly basis for cumulative basis for minimum 1200 acres of land per schedule.

**No separate Purchase order shall be given towards payment of land lease rental. It will be paid directly to lessor/sub lessor as per land lease agreement executed. Any cost incurred in arrangement of land to be quoted by the bidder in the EPC contract only.**

**Line item no. 31:-** Connectivity Approval from Nearest Substation

Project Registration with RE Nodal Agency of State & Obtaining connectivity approval from nearest substation (STU) including liasoning with appropriate authorities, payments towards applicable statutory fees and other incidental charges inclusive of all. Refundable BG required if any for connectivity approvals shall be provided by HPRGE. All the non refundable fees/charges shall be borne by bidder. If HPRGE pay any fees/duty to Government Departments related to land, then it shall be deducted from this line item value and surplus if any shall be deducted from other payable line items / EMD / BG submitted by bidder.



All the fees shall be deposited to appropriate department in the name of HPRGE and the receipt shall be submitted to HPRGE in original.

If the connectivity is already booked for the proposed land, then it shall be transferred in the name of HPRGE by suitable acceptable means.

**Line item no. 32:-** Obtaining ROW for Transmission Line and for approach road to land area from nearest motorable road if required:

Obtaining ROW for construction of Transmission Line as per the feasibility report for connectivity approvals as well as for approach road to land area from nearest motorable road if required. All the payments to owners and other statutory fees if applicable shall be borne by bidder. ROW ownership document shall be in the name of HPRGE and original shall be handed over to HPRGE.

**Line item no. 33:- Land Area Development**

On selection, Bidder shall carry out site survey including Topography Survey for Land Parcels and any cutting / filling with 95% compaction as per standard proctor density test, to maintain maximum slope of 10% for Solar Project Land for installation solar modules (modules are not included in Bidder's scope). Slope of land would preferably be in one direction for at least 100m length in N-S Direction

Fencing of the offered Land including entry / exit gates (minimum 2 per plot) including security cabins for Solar Project except Transmission Line related Land.

Tree cutting with approval from concerned State/ Central Govt. machineries and removal of any buildings or non-required structures.

Claims and objections due to ignorance of site condition will not be considered after submission of the bid. Bidder shall fully acquaint himself to all conditions and matters, which may in any way affect the project or the cost thereof. The bidder shall be deemed to have independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken in to account all contingencies as may arise due to such information or lack of the same.

The CONTRACTOR shall make the site ready and easily approachable for commencing construction by clearing bushes, trees, logs, loose rocks, existing structures, removing boulders, etc. and other objectionable matter. If any roots or stumps of trees are met during excavation, they shall also be removed. The material so removed shall be burnt or disposed of as directed by the ENGINEER.

All clearances/licenses/permissions for removal of trees & vegetation, disposing of excavated/removed materials, blasting and related works, etc. from competent authorities shall be obtained by the CONTRACTOR.

Site levelling shall be done to make maximum utilization of the plant area.

**Line item no. 34:- Chain Link Fencing including Gate Access at multiple points**

A chain link fence shall be provided to demarcate the allotted land(s) and to prevent unauthorized access to the plant. The typical drawing is attached for ready reference.

The minimum height of wall/fencing for perimeter shall be 2.3m from NGL.

Fencing shall be of chain link type with mesh size of 50x50 mm and 2.5 mm diameter, conforming to IS:2721, with zinc coating of type "heavy" as per IS:4826. High Tensile Spring Steel (HTSS) wire of diameter 4mm interwoven in the chain link under tension shall be connected to the fence post using security bolt and nuts. 3 rows of barbed wire of Designation-3 as per IS:278 shall be provided above the chain link on Y- shaped steel post.

All fence posts shall be 50x50x6 MS angles spaced at 3 m C/C and supported in RCC foundations of depth as per drawing or recommendation of soil report, whichever is higher. 2 Nos of Stay posts of size 40x40x4 MS angles shall be provided at all corners and at every change in direction of fence. Maximum spacing of stay posts shall be 30 m. Foundations shall not be placed on back filled soil.

All fencing materials shall be galvanized with minimum galvanization thickness of 80 microns and as per relevant IS codes.

Suitable foundation/boundary wall arrangement on culverts shall be made to ensure boundary wall safety in the water body/drains entry and exit points in the plot area.

The CONTRACTOR shall provide Main gate along with wicket gate at the entrance location indicated in the plant layout.

The main gates of the plant shall be 5 m wide with a 1.2 m wide wicket gate and shall be aesthetically designed. The gates shall be provided with a guide track, castor wheel, all fittings and fixtures like hinges, AI drops, locking arrangement, posts, etc.

The number of gates and its location shall be approved by the OWNER.

**SECTION4- QUALIFICATION REQUIRMENTS FOR BIDDERS**

**General Eligibility Criteria**

Indian Bidders with sound technical and financial capabilities fulfilling the qualifying requirements stated herein may participate in this tender.

**Pre-Qualification Criteria (PQC)**

Bidders shall meet all the criteria given hereunder:

**a) Financial:**

- i. The Average Annual Financial Turnover during the last three (3) years ending on 31st March 2024 shall be minimum of Rs. **304** Lakhs. In case of companies, standalone financial statement shall be considered. While computing the annual turnover, other income shall not be considered.
- ii. Average turnover shall be determined by summing up the annual turnover of each financial year and dividing the sum by three. In the event a bidder does not have turnover in any one or two of the years of the submitted financial years, the turnover for that/ those years shall be taken as Nil and the average turnover will be calculated by considering the denominator as 3 years to determine the conformity to the turnover criteria.
- iii. For the bidders following financial year closing at the end of June or September or December, the last three financial years ending with June or September or December respectively will be considered.
- iv. In case where audited results for the last financial year i.e. 31st March, 2024, as on the date of submission of the tender are not available bidders shall submit the audited results of three consecutive financial years preceding the last financial year, i.e. 2020-21, 2021-22 & 2022-23 and a Certificate signed by CEO/ CFO/ Partner/ Proprietor of the Bidder shall be submitted stating that the financial results of the last financial year of the Company / firm are under audit as on the date of submission of the bid.
- v. For bidders (Other than Body Corporate), turnover certificate duly certified by Chartered Accountant can be provided under exceptional circumstances, where audited financial statements are not available.
- vi. Bidder to ensure that any Attestation/Certification/Audited Financial Statement by Chartered Accountant submitted in Bid Document should bear Unique Document Identification Number (UDIN).

**b) Technical:**

The bidder should have experience of having successfully carried out and completed following work in India during the last 10 years ending last day of the month before the one in which applications are invited, which experience should be:

**Land aggregation for Renewable Energy Project having land area not less than 150 Acres cumulatively, out of which at least one site should have been of 50 Acres or more, with associated assistance in Land Lease/Sublease Registration with or without connectivity approval.**

- Work executed under Sub-contract without consent from Principal client/Owner will not be considered as similar completed work.
- In case bidder is a developer and they have aggregated the land for their own project, then they shall submit a declaration signed by a practicing Chartered Accountant that the job had been executed by bidder as a Developer; and shall submit the copy of proof towards the execution of such lease/sub-lease/sale deed.
- For Technical Criteria and Financial Criteria, PQC will be relaxed by 15% for Micro and Small Enterprises, subject to meeting the prescribed quality and technical specification of the tendered items/ services.

- The condition of prior turnover and prior experience is relaxed for Registered Start-ups (whether MSE or otherwise) subject to meeting similar work criteria mentioned in the Tender. For availing the relaxation, bidder is required to submit requisite certificate towards Start-up enterprise registration issued by Department of Industrial Policy and Promotion, Ministry of Commerce and the certificate should be notarized.

The bidders to note the following:

- 1) Submission of the Purchase Order / Work Order / Agreement is mandatory and it should clearly mention the details of work executed/supplies made by the vendor so as to enable us to identify whether the vendor meets the technical criteria stipulated above or not.
- 2) The Completion Certificate for completed works should be certified by the owner/client (for whom the work order has been executed) in support of meeting the technical criteria as stipulated above. If consultants are issuing certificates, then bidders shall provide documentary evidence of appointment of consultant by the client failing which the offer shall be rejected.
- 3) Works of Maintenance and Works carried out under Sub-Contract without consent from Principal Client/Owner, will not be considered as Similar Completed Work.
- 4) Bid from bidder whose purchase order was terminated by HPRGEL/ HPCL due to recorded non-performance within last 12 months from due date of the tender shall be rejected. Bidders are required to meet both the above criteria viz., Financial 1(a) & Technical 1(b) for qualifying. Bids not meeting any of the above criteria shall be rejected.

A. Information/Documents required along with the Bid Document:

1. Title, style and postal address of the firm.
2. Communication particulars including telephone numbers, fax numbers and e- mail address.
3. Following documents are required to be submitted as proof of meeting Bid Qualification Criteria (Financial):  
Notarized copies of last three Audited Annual Reports/Balance sheet & Profit and Loss account for the financial year ending March'24/ June'23/ September'23/ December'23.
4. Following documents, duly notarized, are required to be submitted as proof of meeting bid qualification criteria (Technical):
  - i) Purchase Order or Work Order or Agreement Copy
  - ii) Certificate of Completion of Work order of relevant PO's (having cross reference to PO), clearly mentioning the scope of work and the final value along with name certified by owner/client for whom the purchase/work order had been executed.
5. In case of composite works executed (other items/works outside the similar work requirement), to arrive at value of similar works mentioned in the tender, the required break up shall be given by the party with notarization. In absence of work breakup from bidder, HPRGEL shall arrive at the break up on their own and such calculation shall be final and binding on the bidder.

HPRGEL reserves the right to seek original documents or any additional information from bidders, in addition to details furnished in original bid to complete the evaluation.

**Bidder Eligibility criteria**

1. Parties who are affiliates of one another can decide which affiliate will make a bid. Only one affiliate may submit a bid. Two or more affiliates are not permitted to make separate bids directly or indirectly. If 2 or more affiliates submit a bid, then any one or all of them are liable for disqualification. However, affiliates may make a joint bid as a consortium, and in which case the conditions applicable to a consortium shall apply to them.  
“Affiliate” of a Party shall mean any company or legal entity which:
  - a) controls either directly or indirectly a Party, or
  - b) which is controlled directly or indirectly by a Party; or
  - c) is directly or indirectly controlled by a company, legal entity or partnership which directly or indirectly controls a Party. “Control” means actual control or ownership of at least a 50% voting or other controlling interest that gives the power to direct, or cause the direction of, the management and material business decisions of the controlled entity.
2. Bids may be submitted by:
  - a. Sole bidder: a single person (Sole Proprietorship) or entity;
  - b. A newly formed incorporated joint venture (JV) which has not completed 3 financial years from the date of commencement of business;
  - c. Subsidiaries / Affiliates of Indian or foreign companies
  - d. A consortium (including an unincorporated JV)
3. Fulfilment of Eligibility criteria and certain additional conditions in respect of each of the above types of bidders are stated below:
  - The bidder (including an incorporated JV which has completed 3 financial years after date of commencement of business) shall fulfil each qualification criteria (PQC).
  - In case the bidder is a newly formed and incorporated joint venture and which has not completed three financial years from the date of commencement of business, then either the said JV shall fulfil each qualification criteria (PQC) or any one constituent member/ promoter of such a JV shall fulfil each qualification criteria (PQC). If the bid is received with the proposal that one constituent member/ promoter fulfils each qualification criteria (PQC), then this member/promoter shall be clearly identified and he/it shall assume all obligations under the contract and provide such comfort letter/guarantees as may be required by the Corporation. The guarantees shall cover inter alia the commitment of the member/ promoter to complete the entire work in all respects and in a timely fashion, being bound by all the obligations under the contract, an undertaking to provide all necessary technical and financial support to the JV to ensure completion of the contract when awarded, an undertaking not to withdraw from the JV till completion of the work, etc.
  - Subsidiaries / Affiliates of Indian or foreign companies which are registered in India and having manufacturing facilities or establishment towards providing services in India are allowed to participate in this tender, subject to meeting the local content provisions as per the

MII clause enclosed with the tender. Such entities can participate either on the basis of their credentials (Technical or Financial) or on the basis of the credentials (Technical or Financial) of their parent/ affiliate company, as per the PQC requirements applicable for this tender. If credentials of parent/ affiliate are sought to be relied upon, then the Indian subsidiary must meet the other PQC, either Technical or Financial. Moreover the parent/affiliate will also provide suitable Guarantees to ensure completion of the work in all respects.

In case the parent / affiliate company is from a country which shares a land border with India, then the subsidiary / affiliate company will be eligible to bid in this tender only if the parent / affiliate company is registered with the Competent Authority constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

- In case the bidder(s) is/ are a consortium (including an unincorporated JV), then the following conditions will apply: -
  - Each member in a consortium may only be a legal entity and not an individual person;
  - The Bid shall specifically identify and describe each member of the consortium;
  - The consortium member descriptions shall indicate what type of legal entity the member is and its jurisdiction of incorporation (or of establishment as a legal entity other than as a corporation) and provide evidence by a copy of the articles of incorporation (or equivalent documents);
  - One participant member of the consortium shall be identified as the “Prime member”;
  - This prime member shall be solely responsible for all aspects of the Bid/Proposal including the execution of all tasks and performance of all consortium obligations;
  - Technical qualification criteria shall be fulfilled by atleast one constituent member of Consortium/ JV;
  - Financial qualification criteria shall be fulfilled by atleast one constituent member of Consortium/ JV;
  - A commitment shall be given from each of the consortium members in the form of a letter signed by a duly authorized officer clearly identifying the role of the member in the Bid and the member’s commitment to perform all relevant tasks and obligations in support of the Prime/ lead member of the Consortium and a commitment not to withdraw from the consortium;
  - No change shall be permitted in the number, nature or share holding pattern of the Consortium members after pre-qualification, without the prior written permission of the Owner.
  - No change in project plans, timetables or pricing will be permitted as a consequence of any withdrawal or failure to perform by a consortium member;
  - No consortium member shall hold less than 25% stake in a consortium;
  - Entities which are affiliates of one another are allowed to bid either as a sole bidder or as a consortium only;
  - Any person or entity can bid either singly or as a member of only one consortium
  - In case of consortium (including an unincorporated JV), a declaration to be provided that no proceedings under the Insolvency and Bankruptcy code (IBC), liquidation or similar actions have been initiated **against any members of the consortium** (including an unincorporated JV), before NCLT, NCLAT, Court, or any other forum.

## Bid Opening and Evaluation

### Preliminary Examination of Techno-Commercial Bids

- a) HPRGE will examine the Bids to determine whether the same are complete, whether required documents have been furnished, whether the documents have been properly signed and whether the Bids are generally in order.
- b) During evaluation and comparison of bids, the Employer may, at his discretion ask the Bidder for clarification on its bid. The request for clarification shall be in writing and no change in prices or substance of the bid shall be sought, offered, or permitted. No post bid clarification at the initiative of the Bidder shall be entertained as all such clarifications would have been obtained prior to the submission of the bid.
- c) HPRGE may waive any minor informality, nonconformity, or irregularity in a bid that does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- d) Prior to the detailed evaluation, the Employer will determine whether each Techno-commercial bid is of acceptable quality, is complete, and is **substantially responsive** to the Bidding Documents. For purposes of this determination, a substantially responsive bid is one that (a) materially conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations A material deviation, exception, objection, conditionality, or reservation is one (i) that affects in any substantial way the scope, quality, or performance of the contract: (ii) that limits, in any substantial way that is inconsistent with the Bidding Documents, the Employer's rights or the Successful Bidder's obligations under the Contract, or (iii) whose rectification would unfairly affect the competitive position of other Bidders who have submitted substantially responsive bids.

### A. Evaluation of Price Bids

- 1. Price bids of only qualified and techno-commercially acceptable bidders shall be opened.
- 2. EBV (Evaluated Bid Value) Per kWh will be worked out by theoretical generation accepted by HPRGE.
- 3. Price evaluation of the bids shall be carried out by Computation of Evaluated Bid Value (EBV) for each schedule considering the following:
  - i. Total CAPEX Cost quoted by bidder against line item sr. no. 1, 31, 32, 33, 34 **(X)**
  - ii. Total comprehensive Lease cost for 29 years quoted by the bidder. Annual Discount factor of 8.00% shall be considered for the calculating the NPV of Land lease cost **(Y)**
  - iii. Bidder shall preferably propose the land within 10 KM radius from the Substation (STU) from which the connectivity approval to be obtained. In case if the bidder offered land beyond 10 KM radius from the nearest substation, then amount of Rs. 25 Lakhs per KM above 10 KM will be loaded in the EBV calculation as shown in the Sample EBV Calculation Sheet. **(B)**
  - iv. If the bidder have offered non-contiguous land i.e. offered multiple land parcels (Max 5),



then he has to indicate the cumulative distance connecting the satellite land parcels to main land parcel through the transmission line and amount @ Rs. 25 Lakhs per KM will be loaded in EBV Calculation as shown in Sample EBV Calculation Sheet. **(A)**

v. Theoretical Generation Value in Million Units **(G)**

**Where,**

Calculation of G is as follows:

- Based on the co-ordinates submitted by Bidder, GHI of the offered site ( $H_{quoted}$ ) from Annual average GHI (H) value taken from yearly average data in kWh/m<sup>2</sup> as per Meteonorm 8.1 from PVsyst database from Latitude and Longitude provided shall be considered by HPRGE for estimation of generation as follows:
- Calculated Specific Generation, **G calculated in MU**

$$= H_{quoted} * \text{Land area offered in Acres} * 4046.86 / 10^6$$

The evaluation methodology for selection of L1 bidder shall be as follows:

The L1 bidder for each schedule shall be selected based on lowest Evaluated Bid Value (EBV) in Rs. Lakhs per Million kWh, which shall be worked out using following formula:

<b>EBV (Rs. Lakhs per Million kWh)</b>	<b>(X+Y+A+B) / G</b>
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Where:

Symbol	Details of parameters
X	Sum Total of quoted value for following line items: Assistance for Land Leasing/Subleasing Connectivity Approval from Nearest Substation Obtaining ROW Land Area Development Chain Link Fencing
Y	NPV of total land lease amount to be paid for 29 years agreement period, considering discount factor at 8%.
A	if the bidder have offered non-contiguous land i.e. offered multiple land parcels (Max 5), then he has to indicate the cumulative distance connecting the satellite land parcels to main land parcel through the transmission line and amount @ Rs. 25 Lakhs per KM will be loaded in EBV Calculation as shown in Sample EBV Calculation Sheet
B	<b>In case if the bidder offered land beyond 10 KM radius from the nearest substation, then amount of Rs. 25 Lakhs per KM above 10</b>



	<b>KM will be loaded in the EBV calculation as shown in the Sample EBV Calculation Sheet.</b>
G	Theoretical Generation Value in Million Units

**Sample Bid Evaluation for Evaluated Bid Value (EBV)**

<b>Item Sr. No.</b>	<b>Item Description</b>	<b>BIDDER A</b>	<b>BIDDER B</b>	<b>BIDDER C</b>	<b>REMARK</b>
1	Assistance for Land Leasing/Subleasing	200.00	300.00	350.00	As Quoted
31	Connectivity Approval from Nearest Substation	200.00	300.00	350.00	As Quoted
32	Obtaining ROW for Transmission Line and for approach road to land area from nearest motorable road if required	500.00	400.00	450.00	As Quoted
33	Land Area Development	200.00	250.00	250.00	As Quoted
34	Chain Link Fencing including Gate Access at multiple points	400.00	350.00	400.00	As Quoted
<b>X</b>	<b>TOTAL CAPEX VALUE IN RS LAKHS (X)</b>	<b>1500.00</b>	<b>1600.00</b>	<b>1800.00</b>	<b>Calculated Sum Total</b>
2	Land Lease Agreement value – 1st Year	350.00	300.00	375.00	As Quoted
3	Land Lease Agreement value – 2nd Year	350.00	300.00	375.00	As Quoted
4	Land Lease Agreement value – 3rd Year	350.00	300.00	375.00	As Quoted
5	Land Lease Agreement value – 4th Year	367.50	315.00	393.75	As Quoted
6	Land Lease Agreement value – 5th Year	367.50	315.00	393.75	As Quoted
7	Land Lease Agreement value – 6th Year	367.50	315.00	393.75	As Quoted
8	Land Lease Agreement value – 7th Year	385.88	330.75	413.44	As Quoted
9	Land Lease Agreement value – 8th Year	385.88	330.75	413.44	As Quoted
10	Land Lease Agreement value – 9th Year	385.88	330.75	413.44	As Quoted

11	Land Lease Agreement value – 10th Year	405.17	347.29	434.11	As Quoted
12	Land Lease Agreement value – 11th Year	405.17	347.29	434.11	As Quoted
13	Land Lease Agreement value – 12th Year	405.17	347.29	434.11	As Quoted
14	Land Lease Agreement value – 13th Year	425.43	364.65	455.81	As Quoted
15	Land Lease Agreement value – 14th Year	425.43	364.65	455.81	As Quoted
16	Land Lease Agreement value – 15th Year	425.43	364.65	455.81	As Quoted
17	Land Lease Agreement value – 16th Year	446.70	382.88	478.61	As Quoted
18	Land Lease Agreement value – 17th Year	446.70	382.88	478.61	As Quoted
19	Land Lease Agreement value – 18th Year	446.70	382.88	478.61	As Quoted
20	Land Lease Agreement value – 19th Year	469.03	402.03	502.54	As Quoted
21	Land Lease Agreement value – 20th Year	469.03	402.03	502.54	As Quoted
22	Land Lease Agreement value – 21st Year	469.03	402.03	502.54	As Quoted
23	Land Lease Agreement value – 22nd Year	492.49	422.13	527.66	As Quoted
24	Land Lease Agreement value – 23rd Year	492.49	422.13	527.66	As Quoted
25	Land Lease Agreement value – 24th Year	492.49	422.13	527.66	As Quoted
26	Land Lease Agreement value – 25th Year	517.11	443.24	554.05	As Quoted
27	Land Lease Agreement value – 26th Year	517.11	443.24	554.05	As Quoted
28	Land Lease Agreement value – 27th Year	517.11	443.24	554.05	As Quoted
29	Land Lease Agreement value – 28th Year	542.96	465.40	581.75	As Quoted
30	Land Lease Agreement value – 29th Year	542.96	465.40	581.75	As Quoted
	NPV RATE %	8.00%	8.00%	8.00%	Declared in tender
<b>Y</b>	<b>LAND LEASE NPV VALUE IN RS LAKHS (Y)</b>	<b>4487.08</b>	<b>3846.07</b>	<b>4807.59</b>	<b>Calculated NPV</b>
	TOTAL LAND AREA OFFERD IN ACRES	650.00	600.00	700.00	As Quoted
	Annual GHI QUOTED (Hquoted) as per Meteonorm 8.1	1800.00	1750.00	1725.00	As Quoted
<b>G</b>	<b>CALCULATED SPECIFIC GENERATION IN MU for 25 Years Project Life (G)</b>	<b>118370.66</b>	<b>106230.08</b>	<b>122164.59</b>	<b>Calculated as (Hquoted * Land offered in Acres*4046.86/10^6) * 25</b>

	Whether offered and in contiguous or not?	Y	N	N	
	If not, then what is the cumulative inter-distance of satellite plots from main land area from which the connectivity to nearest S/s is to be obtained.	0.00	1.50	2.50	
<b>A</b>	<b>Additional loading @ Rs. 25 Lakhs per KM towards connecting the land parcels through transmission line (A)</b>	<b>0.00</b>	<b>37.50</b>	<b>62.50</b>	
	Distance between the proposed Land parcel and nearest S/S from which the connectivity to be obtained	10.00	15.00	13.00	
<b>B</b>	<b>Additional loading @ Rs. 25 Lakhs per KM over and above 10 KM towards transmission line (B)</b>	<b>0.00</b>	<b>125.00</b>	<b>75.00</b>	
	EBV (Rs. Thousands per Million kWh) = $(X+Y+A+B)/G$	5.06	5.28	5.52	

<b>L1</b>	<b>L2</b>	<b>L3</b>
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In the above sample calculations, Bidder A is having lowest EBV and is selected as L1 bidder

**Note:**

- During the evaluation of bids, HPRGE may seek clarifications/additional documents from the applicants. Applicants shall be required to respond to any clarifications/additional documents
- HPRGE and its onboarded vendors, or their authorized representative or any agency as appointed, may at its discretion, be allowed to visit the site/offered land and assess its suitability/techno-commercial feasibility in the overall interest of renewable power plant, at any

time prior to the signing of lease or any type of agreement and the applicant will provide adequate assistance for the same.

- HPRGE will be allowed to reserve the right to accept/ partially accept or reject the site offered by the applicant based on the above due diligence or as per its requirements.
- HPRGE will conduct the necessary legal search before the final Contract award, as per its guidelines and in line with their current practice.

## **SECTION 5- Special Terms and Conditions**

### **1. Order of Precedence**

In case of an irreconcilable conflict amongst General Conditions of Contract (GCC) and other conditions mentioned in Scope of Work, SCC, Specifications or Price Schedule / Schedule of Rates, the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- a) Final Contract Agreement
- b) Letter of Acceptance (LoI) / Work Order/Purchase Order
- c) Special Terms & Conditions of Contract (SCC)
- d) Scope of Work
- e) Instruction to Bidders

f) General Conditions of Contract (GCC)

2. Timeline/ Work Completion Schedule: -

Time to complete the scope of job from the date of issuance of Purchase Order: 9 months. Bidder shall submit the detailed bar chart for the completion of project within stipulated time frame.

On successful selection, HPRGE will issue conditional Letter of Acceptance (LoA). After meeting the conditions of LoA, HPRGE will issue Purchase Order (PO) to successful bidder. Activities/Milestones to be completed before issuance of PO and after issuance of LoA: -

1. Submission of land documents as mentioned in schedule of transfer of land Clause in Section 3 for minimum 50% project land - Within 2 months from the date of issuance of LoA.
2. Lease/sub-lease of minimum 50% project land in favor of HPRGE with connectivity – Within 4 months from date of issuance of LOA.

SN	Activities/Milestone	Period from PO (Months)	
		Start	Finish
Land Acquisition			
1	Submission of land documents for remaining land as mentioned in as mentioned in schedule of transfer of land Clause in Section 3.	0	2
2	Lease/sub-lease of remaining of total project land in favour of HPRGE	0	4
General Works			
3	Connectivity Approvals	0	4
4	Completion of site development and clearance activities along with erection of fencing works.	0	9

**Note:**

- a) The Bidder shall also be required to submit a brief integrated **PERT Network** (L2 Schedule) matching the above work schedule. The Master Network shall inter-alia; include the major activities listed below for each of the systems listed above showing their interrelationship and duration to meet the schedule dates mentioned above:

b) **Activities to be incorporated in Master Network to be submitted with bid:**

- I. Ordering on sub-vendor(s) (wherever applicable)
- II. Start of engineering
- III. Completion of engineering
- IV. Start of manufacturing/fabrication
- V. Completion of manufacturing/fabrication
- VI. Readiness and completion of Type Test
- VII. Commencement of dispatch
- VIII. Completion of dispatch

- IX. Start of Erection
- X. Commissioning of the System

### 3. PAYMENT TERMS

#### 3.1. Line item no.1:

- 20% of the line item against the signing of Land Lease/Sublease Agreement.
- 80% of the line item against the registration of Land Lease/Sublease Agreement and completion of Revenue Department formalities.

#### 3.2 Line Item No. 2 to 30:

- Payment will be made to Land Owners directly as per the Land Lease/Sublease Agreement.

#### 3.3 Line Item No. 31:

- 20% of the line item against Submission of application for connectivity alongwith all the requisite documents, drawings, statutory fees etc to the concerned department.
- 40% of the line item against the completion of feasibility for connectivity by the concerned department officials.
- 40% of the line item against the receipt of copy of connectivity approval.

#### 3.4 Line Item No. 32:

- 100% against submission of ROW ownership document in the name of HPRGE for Transmission Line route from main Plot to nearest Substation, Transmission Line route interconnecting the multiple plots (if offered), as well as for approach road to land area from nearest motorable road if required outside offered land area.

#### 3.5 Line item No. 33:

- Payments shall be made monthly against submission of tax invoice and measurement sheet as per the actual quantities executed at site.

#### 3.6 Line Item No. 34:

- Payments shall be made monthly against submission of tax invoice and measurement sheet as per the actual quantities executed at site.

Note:-

- i. **No payment will be made for any other milestones before completion of 1<sup>st</sup> milestone i.e Signing of Land Lease Agreement (100%) including approvals and NOCs from different department. Completion of Topographical survey of the land and submission of survey drawing & Survey Demarcation and Possession of the land with Grid Connectivity Approval from STU.**
- ii. **Payment against RoW of transmission lines can only be claimed after completion of RoW activities including compensation to stakeholders and completion of approvals/NOC from required departments.**
- iii. **Approvals means approvals from the required authorities and from the Client.**

- iv. **Payment will be made within 15 days of receipt of duly certified bills, along with Invoice and supporting documents, from Disbursement Dept. Integrated Financial Services, 2nd and 3rd floor, Priyadarshini Building, Sion, Mumbai-400022**

**4. Bank Guarantees & EMD**

- 4.1. EMD of **Rs 10 lakhs** can be submitted in the form of Online or Bank Guarantee.
- 4.2. Bank Guarantee drawn by any scheduled bank (other than cooperative banks) valid for a period of 45 days beyond bid validity of the tender as per format provided. Bidder during submission of bank guarantee (BG) towards Earnest money Deposit (EMD).
- 4.3. EMD should be submitted in physical form in a separate sealed envelope boldly superscribed on the outer cover with i) Tender No. ii) Description iii) Due date and time iv) Name of the Tenderer.
- 4.4. The EMD should be dropped in a separate envelope in Tender Box for CPO-Marketing, at the following address:

Tender Box No 2  
GM Category – CPO (Mktg.  
Hindustan Petroleum Corporation Limited.  
9th Floor, Marathon Futurex Building – A Wing,  
Mafatlal Mills Compound, N.M.Joshi Marg,  
Mumbai – 400 013

- 4.5. The EMD shall specifically bind the Bidder to keep its Bid valid for acceptance and to abide by all the conditions of the Tender Documents in the event of HPRGE desiring to award the work to the said Bidder. HPRGE shall have an unqualified discretion to forfeit the EMD in the event: (i) Bidder fails to keep the Bid valid up to the date specified/ required; or (ii) refuses to unconditionally accept Letter of Acceptance/ PO and carry out the work in accordance with the Bid in the event such Bidder is chosen as the Successful Bidder.
- 4.6. The HPRGE shall, arrange to release the EMD in respect of unsuccessful Bidders, without any interest, after the finalization of tender. For successful bidder, EMD shall be released after submission of Security Deposit by successful Bidder.
- 4.7. The EMD shall be forfeited and appropriated by HPRGE as per the discretion of HPRGE as genuine, pre-estimated compensation and damages payable to HPRGE for, inter alia, time, cost and effort of HPRGE without prejudice to any other right or remedy that may be available to HPRGE hereunder or otherwise, under the following conditions:
- 4.8. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, or restrictive practice;
- A) In the case of Successful Bidder, if it fails within 7 days from the issue of LOA/PO – (a) to sign the Contract Agreement and/ or (b) to furnish the Security Deposit within the period prescribed.
- B) In case the Successful Bidder, having signed the Contract Agreement, commits any breach there of prior to furnishing the Security Deposit cum Performance Bank Guarantee.
5. The Successful Bidder shall furnish the following Bank Guarantees:
- 5.1. Security Deposit: The successful bidder after LoA intimation will have to furnish a security deposit of two percent (2%) of the total contract value (excluding land & COMC values) in the form of Bank Guarantee in favour of HPCL RENEWABLE AND GREEN ENERGY LIMITED (HPRGE), within 15 days from the date of intimation of acceptance of their tender, failing which HPRGE shall cancel the Contract and forfeit the EMD. Security deposit will be refunded upon completion of the works in all respects. The same will not carry any interest. In case Bidder fails to submit security deposit within 15 days after issue of date of LOA/PO, HPRGE reserves the right to cancel LOA/PO and to recover all cost and liability thereof from Bidder. SD/ PBG shall be returned only after successful completion of the job.
- 5.2. Security Deposit cum Performance Bank Guarantee (SD/PBG) as per the format given, may be furnished in favor of HPCL RENEWABLE AND GREEN ENERGY LIMITED (HPRGE). The Successful Bidder may submit Security Deposit cum Performance Bank Guarantee (in lieu of deduction of retention money from running bills) of 5% EPC Contract Price (Excluding Land lease Value). The validity period of PBG should be for a total period up to twenty one (21) months (Claim Validity of additional 3 months i.e. BG Validity + 3 Months i.e. 21 months) from the date of LOA/PO or till the date of successful completion after the completion of Defect Liability Period whichever is later; if required, the PBG shall have to be extended for further 3 months beyond the due date of successful completion of work.
- 5.3. **Connectivity BG**-The Bidder shall submit a connectivity Bank Guarantee (BG) within 60 days from issuance of LOA as security against connectivity approval, with a value equivalent to the land lease charges quoted for the first year of total land including land registration



charges and stamp duty charges quoted in the tender by the bidder. The validity period of BG is 15 months from date of LoA. BG can be refunded to the bidder after successful lease/sub lease of 100% of land parcel with connectivity approval from STU.

5.3.1. Encashment of connectivity BG-

a). If bidder fails to get connectivity approval within 90 days of signing of lease/sub lease agreement of minimum 50% of project land.

5.4. After award of contract, HPRGE may file LAND-BG based connectivity application upon contractor's request subject to the condition that Bidder shall submit counter BG of the same value to HPRGE and the expiry period of the counter BG must match the expiry period of the BG submitted to the STU. Further, it may be noted that, HPRGE will encash the counter BG if STU encash the Land BG due to non-arrangement of land by bidder as per STU requirements within specified timeline.

Claim period of the BG shall be 3 months more than the BG Validity period.

5.5 a). A bidder who wishes to submit a bank guarantee (BG) towards Security Deposit (SD)/ Composite Performance Bank Guarantee (CPBG)/ towards any other requirement of the tender, as far as possible to ensure that:

- The issuing bank is on SFMS platform
- SFMS Message type used is 760 COV and SMFS Delivery report/Message Copy is sent along with original BG
- BG contains following details:
  - Beneficiary's bank Name: State Bank of India
  - ISFC Code: SBIN0009995
- BG Issuance advice should mention applicable Unique Identifier Code (UIC) in row/field number 7037 of SFMS Delivery Report.

b). The bank guarantee towards the EMD/ Performance Guarantee shall be in the format attached at Annexure of this Bid Document issued by Scheduled Banks as per RBI (Schedule II of RBI Act) available on RBI website at [https://m.rbi.org.in/scripts/bs\\_viewcontent.aspx?Id=3657](https://m.rbi.org.in/scripts/bs_viewcontent.aspx?Id=3657)

- From the above list, only the following categories shall be considered for acceptance of Bank Guarantees:
  - Scheduled Public Sector Banks
  - Scheduled Private Sector Banks
  - Scheduled Foreign banks in India
  - Scheduled Small Finance Banks – AU Small Finance Bank Limited (only)
  - BGs shall not be accepted from Payments Bank and Small Finance Bank other than bank(s) specifically mentioned above.

6. Retention Money Clause:

- a) 5% of the total value of the Running Account and Final Bill will be deducted and retained by the Owner as retention money on account of any damage/defect liability that may arise for the period covered under the defect liability period clause of the Contract free of interest. Any damage or defect that may arise or lie undiscovered at the time of issue of completion

certificate connected in any way with the equipment or materials supplied by contractor or in workmanship shall be rectified or replaced by the contractor at his own expense failing which the Owner shall be entitled to rectify the said damage/defect from the retention money. Any excess of expenditure incurred by the Owner on account of damage or defect shall be payable by the Contractor. The decision of the Owner in this behalf shall not be liable to be questioned but shall be final and binding on the Contractor.

- b) The retention money is not applicable, if the contractor provides the Performance bank Guarantee for 5% of the EPC Contract Value excluding land value and O&M Contract value. Security Deposit cum Performance Bank Guarantee (SD/PBG) as per the format given, shall be furnished in favour of HPCL RENEWABLE AND GREEN ENERGY LIMITED (HPRGE). The Successful Bidder shall submit Security Deposit cum Performance Bank Guarantee of 5% EPC Contract Price (Excluding O&M contract Value, land value), within two weeks after issuance of Lol. The validity period of PBG should be for a total period up to thirty nine(39) months (Claim Validity of additional 3 months i.e. BG Validity + 3 Months i.e. 39 months) from the date of Lol or till the date of successful completion Defect Liability. However, in case Bidder fails to submit PBG within two weeks after issue of date of Lol. HPRGE reserves the right to cancel Lol and to recover all cost and liability thereof from Bidder.