

Tender No. : 19000329-HD-10120



Tender Published On : 04-Nov-2019 09:58

Hindustan Petroleum Corporation Limited
Corporate Identification Number L23201MH1952GOI008858

Basic Information Of Tender		
Title	Solar Plant at MPSPL Talegaon	
Description	SOLAR PLANT AT MPSPL TALEGAON	
Tender Type	Public	
Tender Scope	Domestic	
Bid Type	Two Bid	
Evaluation Criteria	Overall L1 for all items	
Tender Due Date & Time	25-Nov-2019 15:00	
Reverse Auction Applicable	Yes	
Pre Bid Conference Start Date & Time		
Pre Bid Conference End Date & Time		
Queries Start Date & Time	04-Nov-2019 11:00	
Queries End Date & Time	09-Nov-2019 15:00	
Un Priced Bid Open Date & Time	25-Nov-2019 15:30	
Purchase Deptt.	PURCHASE DEPT-Pipeline Dept HB	
Fax No.	22637177	
Office Address	Hindustan Bhavan ,P&P HQO-HB1 ,No 8, SV Marg ,Ballard Estate ,MUMBAI ,400001 ,MH ,	
TF/EMD Drop Box Address	AS MENTIONED IN TENDER ENQUIRY	
Tender Description	Digitally signed and encrypted bids under Domestic Competitive Bidding basis under two bid system are invited from eligible bidders for Turnkey Design, Supply, Installation and Commissioning of 260 kWp Grid connected solar photovoltaic power generating power generating plant under net metering at MPSPL Talegaon as per the terms and conditions enclosed with the tender enquiry.	
Notice Inviting Tender		
Currency Type	Tender Fee	EMD
INR	0.0	400000.0

Delivery Terms - Free to Destination location unless specified otherwise. Validity of offer - 120 days from the initial or extended Due Date for submission of Tender whichever is later unless specified otherwise. Liquidated Damages/Price Reduction clause accepted unless specified otherwise.

In case bidder does not deviate from the standard offer validity in on line deviation form, bid's offer validity shall be considered as mentioned above.

In case a Revised priced bid is initiated for this tender, at a later date (eg Technical evaluation stage etc), it shall be incumbent upon the bidder to submit revised bids for the specified items/entire tender. In the absence of revised bids from the bidder within specified time period, the original bid submitted by the bidder shall not be considered for evaluation.

Organization reserves the right to reveal the contents of the bid documents submitted by the vendor during the witness bid opening process as per prevailing policy of the corporation.

Please quote all the taxes, if applicable, only in percentage terms and not in Per unit(Amount) basis. The Per unit option is provided only to quote for extras like Loading charges, packing charges, TPI charges etc. In case, it is found that you have quoted taxes in amount basis, your bid may be liable for rejection.



Reverse Auction – Terms & Conditions and Procedure

HPCL proposes to conduct Reverse auction for the items or schedules or on overall basis as specified in the tender. Please go through the Terms & Conditions and Procedure given below and submit your acceptance to the same by signing and uploading this document along with unpriced bid.

Terms & Conditions

1. HPCL reserves the right to carryout 'Online Reverse Auction' with techno-commercially accepted bidders for determining the lowest bidder for the requirements mentioned in this tender enquiry. *Reverse auction shall be conducted only when there are **at least two or more "Techno-commercially" accepted vendors at Technical evaluation stage.***
2. Online reverse auction shall be conducted by HPCL on a specified date and time. The vendors shall be participating in the reverse auction from their own offices / place of their choice. Internet connectivity shall have to be ensured by the bidders themselves. *HPCL shall not be held responsible for local issues, such as loss of connectivity, Internet discontinuity, and discrepancy in browser which may result in non-display of latest bid in client PC.*
3. In extreme case of Server outage, network outage or failure of Internet connectivity, (or any other unforeseen conditions) from HPCL's end, fax/ E-Mail communication shall have to be made immediately, to concerned purchase officer of HPCL. *No such request shall be entertained beyond **one hour** of the RA closing time.* To provide equal opportunity, HPCL may decide to **extend the Reverse auction** at their discretion, but not as the right of the bidder. The vendors participating in Reverse Auction process shall be kept on standby for 1 Hour after RA closing time.
4. HPCL shall investigate the above matter and decision for extension of Reverse Auction shall be based on the merit of the issues pointed out and verified by HPCL and same shall be final and binding on the vendor.
5. HPCL shall complete the investigation within two working days of receiving complaint from any of the vendor.
6. In case of decision to extend Reverse Auction, intimation mail may go out to all vendors within a day of investigation closure. Vendors shall generally be given intimation, a day in advance before extended Reverse Auction is commenced. The Reverse Auction shall commence from the last **saved decrement value** and shall be open for period of **original duration** from commencement.



7. Bidders are requested to confirm their willingness to participate in 'Online Reverse Auction' during their bid submission by ensuring compliance to the Terms & Conditions and Procedure specified herewith. Please note that non acceptance to participate in the Reverse Auction process may lead to rejection of the bid without any further evaluation.
8. HPCL will pre-decide the commercial loading, if any, on the basis of the taxes & duties quoted by the bidder, and loading on account of commercial deviations, if any. The loading factors shall be displayed in the portal prior to the date scheduled for Reverse Auction Event.
9. Bidders are encouraged to understand the Loading factors applied on their bids at the earliest, on getting intimation regarding same. In case of any objection to the applied loading factor same shall be brought to the notice of Purchase officer immediately. No further communication on this ground will be entertained after publishing of Reverse auction.
10. As part of Reverse Auction process, the Start Bid price (Leading Bid) shall be specified by HPCL on Reverse Auction Portal. The Lowest of the {**Price Bid** or the **estimate**} will be considered as the **benchmark price (Start bid price)**. **Please note that such priced bid opening shall be system driven and therefore bidder's identity vis-à-vis quoted price shall be confidential.**
11. In case of overall evaluation tenders or schedule wise evaluation tender, the Reverse auction shall be conducted on the bottom line, net delivered cost.
12. In case of tenders, which are evaluated on Schedule wise or Overall L1 basis, the individual item rates with **get reduced on pro-rated basis** as the decrements are effected during reverse auction event.
13. During the Reverse auction event, the **taxes** which are quoted in percentage basis will get **reduced proportionately** as the RA progresses. However, **Extras** like Loading charges/packing charges/TPI which are quoted in per unit basis (amount terms) **remains constant** as the decrements are effected.
14. Vendors shall ensure to quote the **statutory taxes only in percentage basis** and not in amount terms. In case of non-compliance to this clause, bids shall be liable for rejection.
15. System shall allow to conduct Reverse Auction on multi-currency tender/bidding. In such cases the basic reverse Auction shall be carried out in INR currency only. However bidders



HINDUSTAN PETROLEUM CORPORATION LIMITED

having submitted bids in any of the following four currencies – USD, EUR, GBP, JPY shall be able to view the basic rates (in original currency) corresponding to contemplated decrement in the “**show**” screen.

16. The exchange rate for converting the INR value to originally quoted currency (USD, EUR, GBP, JPY) shall be the one which was prevailing on the **date of unpriced bid opening** in line with tender condition.
17. Reverse auction shall be held for a period of 60 minutes and shall be automatically extended by a further period of 5 minutes in case of receipt of any bid during the last 5 minutes of the auction period. This process shall continue until no bids are received in the last 5 minutes of the auction. Thereafter reverse auction shall get automatically closed. This shall be an automated process.
18. Order may be placed on the lowest bidder, emerging out of the reverse auction process and HPCL’s decision on award of contract shall be final and binding on all the bidders.
19. HPCL reserves the right to further rationalize the prices with lowest bidder for reducing the price at any time before ordering.
20. HPCL reserves the right to cancel the reverse auction after event is scheduled but before actual event taking place or after the reverse auction has completed in case of failure or any other reason. The reasons for cancellation shall be conveyed to all vendors.
21. In cases where tender is required to be cancelled after opening of priced bid and identification of L1 vendor and Reverse Auction was also part of tender, reasons for cancellation shall be conveyed to all vendors.
22. During Reverse Auction Process, if no bids are received within the scheduled/rescheduled date & specified time of the reverse auction, HPCL at its discretion can scrap the reverse auction and proceed with the opening of the Electronic priced bids submitted by the bidders. In such case HPCL shall display the bidder’s identity and original rates.
23. The bid on the Reverse Auction Portal will be taken as an offer to sell. Bids once made, cannot be cancelled / withdrawn and the bidder shall be bound to sell the material/services at the final bid price, and as per the specifications mentioned in the tender. Should the bidder back out and not make the supplies as per the rates quoted or in case the material supplied/services is not as per specifications mentioned in the tender, HPCL shall take appropriate action as per the terms & conditions mentioned in the tender.



24. At the end of the Reverse Auction, HPCL will decide the successful bidder, basis the evaluation criteria specified in the tender. HPCL's decision on award of Contract shall be final and binding on all the Bidders.
25. HPCL shall not have any liability to bidders for any interruption or delay in access to the reverse auction portal irrespective of the cause.
26. The **participation of vendors in the tendering process** shall be construed as acceptance to the terms & conditions and procedure for the **reverse auction** (*until and unless the contrary is explicitly mentioned in the deviation sheet*). This compliance also shall be deemed as participation in Reverse auction.
27. In case a bidder agrees for reverse auction in the un-priced bid but withdraws acceptance any time after tender due date & time, the EMD of such bidder may be forfeited along with rejection of offer at the sole discretion of HPCL.
28. Once Auction is started, no communication from vendor shall be entertained unless it is of the nature of any serious issue in the portal.
29. The **yellow color back ground** on RA page indicates the due date and time of respective Reverse Auction is over. (*However, this will happen only if the vendor's PC is connected to the HPCL server*). RA shall be concluded after standby period is over and auto generated mail is received by vendor.
30. The Bidder shall not involve himself or any of his representatives in Price manipulation of any kind directly or indirectly by communicating with other suppliers / bidders.
31. The Bidder shall not divulge either his Bids or any other exclusive details of HPCL to any other party.
32. HPCL's decision on award of Contract shall be final and binding on all the Bidders.
33. HPCL can decide to extend, reschedule or cancel any Auction. If any changes are made by HPCL after the first posting and the Bidder continues to access the site after that time, it shall be presumed that the bidder has accepted the changes.
34. HPCL shall not be responsible for any damages, including damages that result from, but are not limited to negligence. HPCL will not be held responsible for consequential damages, including but not limited to systems problems, inability to use the system, loss of electronic information etc.



Reverse Auction Procedure

1. In case HPCL decides to conduct Reverse Auction, the qualified bidders would be communicated on the same thru E-mails about the date and time of the Reverse Auction event. The Reverse auction event shall be conducted in the HPCL e-tender portal under link "Reverse auction".
2. Reverse Auction shall be available to Bidder only after two factor authentication. Initially vendor will login to the site etender.hpcl.co.in with his Login Id and password. Thereafter they shall click on the "Reverse auction" link in the portal to view/participate in ongoing/upcoming reverse auctions.
3. Brief procedure to participate in RA:
 - I. Bidders may click on "Reverse Auction document", and download the same to their local PC.
 - II. The downloaded document shall be digitally signed and uploaded after the RA event becomes active". The signed document may be kept ready for upload beforehand.
 - III. Click on the Check box followed by "Participate in Reverse auction".
3. HPCL will display Start Bid price i.e., **Bench Mark** price which shall be the **lower** of the {price bids submitted by the bidders on the e-procurement portal i.e. 'Bids opened for RA event' **or** HPCL's in-house estimate}, which shall be visible to all the vendors at the start of the Reverse Auction.
4. Identity of bidders never gets disclosed to anyone, during reverse auction process
5. HPCL shall specify the minimum amount/percentage by which the bidders can reduce their bids at a time on the Reverse Auction Portal. This amount is referred as the 'bid decrement factor' and shall be specified by HPCL.
6. Bidders shall start bidding from this Bench Mark Price. The bidder can bid lower than the prevailing Lowest Bid at any time during the event by one decrement or multiples of the Bid decrement.
7. In case the "SUBMIT QUOTE" button is not enabled after a few seconds of clicking, vendors are urged to **Re-Login** to the page for viewing the latest **leading bid** and submit fresh quotes. *The process takes less than a few seconds.*



8. The bidder shall be able to view the following values on his screen along with the other necessary fields in the Reverse Auction:

- Item-wise Leading Bid in the Auction (Delivered Cost)
- Bid Placed by bidder (Delivered Cost)
- Bid value contemplated by bidder before submission(Delivered Cost)

34.8.1. Bidder can reduce his bid repeatedly during the auction period

9. Bidders shall be provided information on item wise pro-rated reduction in the rates, for guidance.

10. The **confirmed bid** submitted by vendor during the RA process shall always reflect in the “**Previous Bid**” field only (red font). The field “**Current bid**” shall display the contemplated bid value and “**Leading Bid**” shall show the current lowest bid value as submitted by any of the vendors.

11. The Closing Price(s) offered by the bidders at the conclusion of the Reverse Auction shall be valid for a minimum period of 30 days or as mentioned in tender, from the date of conclusion of the Reverse Auction.

12. After the Reverse auction is over successfully and closed by purchase officer, vendor can witness the lowest rate submitted by other vendors in “Witness bid opening” link.

13. In case of Item-wise evaluation tenders, any or all items may undergo Reverse Auction separately at the discretion of HPCL.

14. In case of Schedule-wise evaluation tenders, any or all schedules may undergo Reverse Auction separately at the discretion of HPCL.

15. In case of **SOR type tenders**, where vendor has quoted a single percentage plus or minus against the offered rate, the decrement shall be applicable on the **bench mark value on base of 100** (i.e. it could be 107 in case of plus 7% or 94 in case of minus 6 percent). This value shall be delivered cost i.e. inclusive of taxes and loading factor.

16. HPCL reserves right to conduct single reverse auction for multiple items with separate decrement option.

17. Vendor shall have option to participate in multiple reverse auction if it is scheduled at the same time.



18. Successful vendor shall be required to submit the final prices digitally signed and uploaded as token of acceptance without any new condition other than those already agreed to before start of auction.
19. Vendors may seek telephonic guidance before or during the Reverse auction process from Helpdesk support at **022-41146666 or 022-61548595**, between **8.00 AM to 8.00 PM** on any working day, except Sundays and Public holiday.

E-Reverse Auction procedure for POL Transporters Tender

In case the **Reverse auction** is carried out for **POL transport tender**, the following procedure, terms and conditions shall apply over and above the other RA terms and condition. In case of any contradiction between the “RA procedure for POL transport tender” and “RA terms and condition or procedure” the provisions of “RA procedure for POL transport tender” shall supersede the latter.

- I. The Tender for POL transport shall be floated with two covers Technical Bid and Priced Bid.
- II. Bidders will have option to upload their complete truck details in Excel format (converted to pdf) during bid submission.
- III. There will be system based validation to ensure that bidders quote their rate for each sector only within the specified priced band.
- IV. At techno-commercial evaluation stage, user department will be able to accept or reject trucks based on tender criteria. There will be feature to reject bidders also based on tender criteria.
- V. Post completion of Techno-commercial evaluation, there will be option to
 - a. Open Priced bid and generate Recap, followed by 2nd layer Recap for Truck ranking.
 - OR
 - b. Configure Schedule wise Reverse Auction (Separate RA for 12KL and 18KL capacity)
- VI. RA shall commence with benchmark price which is **lower** of the two - {Estimated rate or L1 rate}. RA decrement shall start from previous bid of bidder.
- VII. In the proposed RA process, bidder will get to see his quoted rate for each of the line items for a schedule, with option to reduce rate in any of the line items individually or all.
- VIII. Line item wise **Leading Bid**(rate) will be displayed dynamically on the Screen.
- IX. Bidders will **not** be allowed to quote below the **Lower Price band** for each line item, configured in the tender.
- X. Subject to IX above, Bidder will be allowed to bid **lower** than the **leading bid** for each line item of the Schedule and his bid will then become **leading bid** for that line item.



- XI. Additionally, bidder will also get option to submit his bid **lower** than his **Previous bid** for each line item, even if it is **not lower** than the **leading bid** value.
- XII. RA shall be configured for a period of one hour and may get extended by 5 minutes in case any bid **lower** than prevailing **lowest bid** for any line item is received in the last 5 minutes.
- XIII. In case, one of the bidders have already quoted at the lowest of the band for all line items within the first 55 minutes of the RA event, there will be **no extension of RA**, even if bids are submitted in the last 5 minutes of RA event. However, the RA will be open for full one hour for other bidders to quote lower than their previous bid, in order to improve their rank.
- XIV. Bidders will be allowed to match line item wise lowest of the band, even if one of the bidders have previously quoted at the lowest of the band for the line item.
- XV. At the end of Reverse auction, there shall be option to close RA event. In such case, system generated **recap** can be obtained providing the ranking of all bidders.
- XVI. In case, there is no participation from any of the bidders during RA process, there shall be option to cancel the RA event and go for opening of Priced bids followed by System generated Recap.
- XVII. There shall be feature to postpone or extend the RA, based on user requirement or in case of exigency.
- XVIII. The "Set of L1" shall be identified from the **system recap** based on the **net outgo** to the Corporation and the total number of tank trucks required as per the tender.
- XIX. In case the total No of trucks required are lesser than No of trucks offered by Set of L1, the truck sub ranking clause shall be utilized to limit induction of trucks up to tender requirement.
- XX. Post identification of Set of L1 bidders, either of the following process to be carried out with these selected bidders
 - a. Offline **Counter offer** to these bidders to match lowest rate or reduce from their quoted rate.
 - b. **Counter offer** through Online platform, to selected bidders, to match lowest rate or reduce from their quoted rate



Line Details Of Tender								
Srl. No.	Line Description	Ship To Location	UOM	Quantity	HSN Code	Location GSTIN	Mandatory	
PRICE BID SCHEDULE					Manadatory: Yes			
1	SPLY & INSTLN OF SOLAR SYSTEM	11096-TALEGON BS-MPSPL	Each	1		27AAACH1118B1ZC	Yes	
DESCRIPTION => DESIGN, SUPPLY, INSTALLATION AND COMMISSIONING OF THE GRID INTERACTIVE SOLAR POWER SYSTEM AS PER SCOPE OF JOB AND TERM AND CONDITION USED IN THE TENDER.								
2	O&M SERVICES FOR FIRST YR	11096-TALEGON BS-MPSPL	Each	1	998717	27AAACH1118B1ZC	Yes	
DESCRIPTION => MAINTENANCE SERVICE OF SOLAR PROJECT AS PER TERMS AND CONDITIONS ATTACHED.								
3	O&M SERVICES FOR SECOND YR	11096-TALEGON BS-MPSPL	Each	1	998717	27AAACH1118B1ZC	Yes	
DESCRIPTION => MAINTENANCE SERVICE OF SOLAR PROJECT AS PER TERMS AND CONDITIONS ATTACHED.								
4	O&M SERVICES FOR THIRD YR	11096-TALEGON BS-MPSPL	Each	1	998717	27AAACH1118B1ZC	Yes	
DESCRIPTION => MAINTENANCE SERVICE OF SOLAR PROJECT AS PER TERMS AND CONDITIONS ATTACHED.								
5	O&M SERVICES FOR FOURTH YR	11096-TALEGON BS-MPSPL	Each	1	998717	27AAACH1118B1ZC	Yes	
DESCRIPTION => MAINTENANCE SERVICE OF SOLAR PROJECT AS PER TERMS AND CONDITIONS ATTACHED.								
6	O&M SERVICES FOR FIFTH YR	11096-TALEGON BS-MPSPL	Each	1	998717	27AAACH1118B1ZC	Yes	
DESCRIPTION => MAINTENANCE SERVICE OF SOLAR PROJECT AS PER TERMS AND CONDITIONS ATTACHED.								



COMMERCIAL DOCUMENTS				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Title Page	1 TITLE PAGE.pdf	-	No
2	INDEX	2 INDEX.pdf	-	No
3	NIT	3 0 nit updated.pdf	-	No
4	ETI	4 E tender Instructions.pdf	-	No
5	ITB OF TENDER	5 ITB services.pdf	-	No
6	PPLC POLICY	5.1 Annexure - to ITB_A_PPLCSUPPLY.pdf	-	No
7	ANNEX PPLC	5.2 PPLC policy alongwith amendment.pdf	-	No
8	SCC WORKS	6 scc works.pdf	-	No
9	Annex 1 SCC	6.1 Annexure-I_time completion.pdf	-	No
10	Annex 2 SCC	6.2 Annexure-II_payment terms.pdf	-	No
11	CPBG FORMAT	8.1 cpbg for supply.pdf	-	No
12	EMD BG PROFORMA	8.2 EMD PROFORMA_HPCL.pdf	-	No
13	BIDDING FORMS	10 .Bidding Forms_STD_MRs.pdf	-	No
14	BID VALIDITY DECLARATION	10.5Bid validity declaration.pdf	-	No
15	GTC OF WORKS CONTRACT	GTC of works contract July 2019.pdf	-	No
16	Integrity Pact Agreement	INTEGRITY PACT SIGNED.pdf	-	No
17	CBPG Promoter	7B.PROMOTER MEMBER GURANTEE PROFORMA.pdf	-	No
18	BG for SD	8.1 CPBG SD FORMAT.pdf	-	No
19	BG for Advance	7C.PROFORMA OF ABG.pdf	-	No
20	Reverse auction manual	5.3 RA Manual.pdf	-	No



HINDUSTAN PETROLEUM CORPORATION LIMITED

PROCUREMENT DEPARTMENT PIPELINES SBU

(TENDER NO – 19000329-HD-10120)

BIDDING DOCUMENT FOR

SOLAR PLANT AT MPSPL TALEGAON

Prepared by:

**Pipelines Department
Hindustan Petroleum Corporation Ltd
8, Shoorji Vallabhdas Marg,
Ballard Estate, Fort
Mumbai- 400001**

Working Hours: 9.00 AM TO 17.00 HRS

**(Eproc helpdesk at: 022- 41146666 & email id eprochelpdesk@mail.hpcl.co.in.
on any day between 08.00 AM to 8.00PM except on Sundays/Public Holidays.)**

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DETAILED NOTICE INVITING TENDER (NIT)

UNDER DOMESTIC COMPETITIVE BIDDING

FOR

(TENDER NO. 19000329-HD-10120)

HPCL invites Bids through e-tendering on domestic Competitive Bidding basis for Turnkey design supply, installation & commissioning of 260 Kwp grid connected solar photovoltaic power generating plant under net metering along with 5 years comprehensive operation and maintenance at Talegaon booster station of MUMBAI-PUNE-SOLAPUR PIPELINE (MPSPL) at Talegaon, District- Pune, Maharashtra under single stage two-bid system from competent vendors meeting the Bidder Qualification Criteria (BQC) as detailed herein. Bids submitted online in e-tender portal of HPCL <https://etender.hpcl.co.in> shall only be considered for processing.

2.0 SCOPE OF WORK:

To set up a Solar Photovoltaic Power Generation Plant of 260kWp under Net Metering at MPSPL Talegaon Booster Station, at Talegaon, District Pune, Maharashtra, on a Lumpsum Turnkey Design, Supply, Installation & Commissioning with 1 year Free O&M during Defect Liability Period and 5 years Comprehensive O&M Contract Basis with the selected bidder.

The detailed scope of work and terms and conditions are covered in subsequent chapters in the Tender Document.

3.0 Evaluation Criteria:- Overall Lowest on delivered cost basis for complete schedule of the tender.

4.0 Pre Bid meeting: On 11/11/2019 at 14:30 Hours at below address

HPCL Pipelines Department,
Hindustan Bhavan, P&P HQO-HB-1,
No 8, SV Marg, Ballard Estate
Mumbai – 400001.

5.0 BIDDER QUALIFICATION CRITERIA (BQC):

Bidder shall meet all technical (5.1) and Financial (5.2) criteria as given below:

5.1 TECHNICAL CRITERIA

Bidder shall meet the following criteria:

5.1.1. Applicants shall have experience of having successfully executed similar** work during the last 07 years ending 31/10/2019, which experience should be any one of the following:

1. Three similar** completed works/ partially executed works, each costing not less than INR 63 lakhs

OR

2. Two similar** completed works / partially executed works, each costing not less than INR 79 lakhs

OR

3. One similar** completed works / partially executed works costing not less than the INR 126 lakhs.

****Similar works is defined as below:**

Similar Job shall mean that the bidder should have successfully designed, supplied, tested and commissioned a Grid Connected Ground Mounted or Roof Top Solar Photovoltaic plant under net metering policy or any other policy of the state or central government for evacuation of Solar PV energy to the grid during the last seven years ending 31st October 2019.

The bidder should submit documentary evidence to this effect in the form of Purchase Order/s and Work completion certificate/s or any equivalent document along with the Bid to establish their experience. Also the work completion certificate must be of the same plants for which the technical capabilities are shown by bidder. The work completion certificate must clearly mention the date of commissioning of the Solar PV Plants.

5.2 FINANCIAL CRITERIA:

Average Annual Financial Turnover during the last 3 years, ending 31st March, 2019 should be as given below:

Sl. No.	Domestic Bidders
	Average Annual financial turnover during the last 3 years, ending 31st March 2019, should be at least Rs. (in INR)
1	47 lakhs

Notes:

- 1) For bidders, whose financial year closing is at the end of June/September/December, the last three financial years ending with the respective quarters of calendar year 2018 shall be considered.
- 2) For the financial statements submitted in a currency other than INR, the currency shall be converted into Indian rupees at bill selling rates of State Bank of India as on the unpriced bid opening date of the tender. In case exchange rate is not available in State Bank of India, alternative sources viz. the Economic Times shall be considered for all the currencies.
- 3) The bidder shall furnish documentary evidence by way of notarized copies of work order, inspection release note or any other document and audited balance sheet, profit and loss account, schedules and Independent Auditor report etc. along with the bid to establish his experience, track record of meeting qualification criteria. Owner reserves the right to complete evaluation based on the details furnish without seeking any additional information”.
- 4) Duly notarized Bid Qualification documents submitted by bidders on HPCL e-proc / e-tender portal shall be deemed as authenticated. HPCL/EPMC shall call the bidder during unpriced bid evaluation along with originals for verification of the documents submitted by the bidder in his bid. HPCL/ EPMC also reserve the right to get the documents (purchase orders, completion certificates and other documents submitted by the bidder) verified/ confirmed by the issuing authority of these documents. In case bidder fails to get the documents verified (as mentioned above) within the time period / extended time period provided by HPCL/EPMC, bidder’s offer may be rejected.
- 5) Documents shall be submitted duly certified by Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee/Director and not having any interest in the bidder’s company) where audited accounts are not mandatory as per law (in line with the present system),

or

Bidder shall submit documents duly notarized by any notary public in the bidder's country or certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/High Commission in Bidder's country,

or

Bidder shall submit self-certified documents in original from any one out of CEO or CFO or Company Secretary of the bidder (Limited Company only). This option shall not be applicable to Proprietorship/Partnership firms.

Requirement of above certification shall not be applicable to published audited annual financial statements in English, if original booklets are submitted. The bidder may deposit the original booklet in the tender box along with EMD by the tender submission due date.

- 6) Bidders are required to submit all such past experience(s) (PTR) meeting the BQC along with relevant supporting documents in the bid.
- 7) Average turnover shall be determined by summing up the annual turnover of each of the 3 financial years and dividing the sum by three. In the event a bidder does not have any turnover in any one or two of the years of the stated Financial years, the turnover for that/those years shall be taken as zero and the average turnover shall be calculated to determine the conformity to the turnover criteria

Note:

- a) Submission of authentic documents is the sole responsibility of the bidder.
- b) Bid qualification documents submitted on HPCL portal shall be deemed as authenticated.
- c) Duly notarized Bid Qualification documents submitted by bidders on HPCL e-proc / e-tender portal shall be deemed as authenticated. HPCL shall call the bidder during unpriced bid evaluation along with originals for verification of the documents submitted by the bidder in his bid. HPCL also reserve the right to get the documents (purchase orders, completion certificates and other documents submitted by the bidder) verified/ confirmed by the issuing authority of these documents. In case bidder fails to get the documents verified (as mentioned above) within the time period / extended time period provided by HPCL, bidder's offer may be rejected.

5.3 GENERAL:

- 5.3.1 Bidder shall meet the technical as well as financial qualification criteria as stated above. Support documents pertaining to bidders Qualification criteria have to be uploaded under Bid common forms Titled "Bidders Qualification

Criteria". Two formats namely BQC –Technical & BQC-Financial are given in tender common forms under the same heads. These documents after duly filled and notarized, signed & stamped have to be uploaded under similar heads provided in Bid Common Forms. In absence of requisite documents, HPCL reserve the right to reject the Bid without making any reference to the Bidder.

5.3.2 OTHER INFORMATION

- 1.0 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 upto 3 affiliates may make a joint bid as a consortium, and in which case the conditions applicable to a consortium shall apply to them.

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

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

- 2.0 Bids may be submitted by:

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

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

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

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

c. 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" and contracting entity for the consortium;
- 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;
- the prime member shall fulfil each eligibility criteria;
- 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 the bidder is an Indian arm (subsidiary, authorized agent, branch office or affiliate) of a foreign bidder, then the foreign bidder shall have to fulfill each eligibility criteria. If such foreign company desires that the contract be entered into with the Indian arm, then a proper back to back continuing (parent company) guarantee shall be provided by the foreign company clearly stating that in case of any failure of any supply or performance

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

6.0 EARNEST MONEY DEPOSIT (EMD) / BID SECURITY:

Amount of Bid Security / EMD shall be as mentioned below: -

Sl. No.	Schedule Details	EMD - Domestic Bidder INR (in Rs)
1	For all items of schedule	4,00,000/-

Note:

(a) Public Sector Enterprises and Small scale industries are exempted from submission of Bid Security. However to claim the exemption, Public Sector Enterprises shall submit a declaration on their letter head and Small Scale Industries shall submit valid copy of MSE certificate.

(b) In case of Consortium (including an unincorporated JV), the bid security shall be submitted by the "Prime Member".

6.1.1 The bid security/EMD is required to protect the Owner against the risk of Bidder's conduct, which would warrant the security's forfeiture.

In e-tenders, a scanned copy of Bid Security/EMD or MSE Certificate seeking exemption shall also be uploaded with the offer at e-portal <https://etender.hpcl.co.in>.

EMD shall be accepted in the form of demand draft/ pay order, banker's cheque (in favour of "**Hindustan Petroleum Corporation Limited**", issued by any Scheduled bank other than cooperative bank or in the form of original Irrevocable Bank Guarantee issued by any Scheduled bank other than cooperative bank in case of Domestic Bidder.

In case of foreign bidder, they shall be required to submit EMD in the form of demand draft/ pay order, banker's cheque (in favour of "**Hindustan Petroleum Corporation Limited** ", issued by any reputed international bank or in the form of

original Irrevocable bank guarantee from any reputed international bank with bank guarantee to be confirmed by any Indian Scheduled Bank other than Co-operative Bank located in India.

In case EMD is submitted in the form of Bank Guarantee by Domestic Bidder, it should be made on non-judicial stamp paper of appropriate value (denomination) and should be valid for SIX (6) months from due date / extended due date of the tender (as per the proforma attached in the tender), however, demand draft / pay order/ Banker's Cheque may be valid for three months for Domestic as well as foreign bidders.

Cheque / FDR or EMD in any other form shall be treated as offer without EMD and shall not be acceptable. Bid Security received late due to any reasons shall be rejected.

- 6.1.2 EMD (original instrument: DD/Pay order/ Banker's Cheque OR Bank Guarantee)/ EMD exemption document should be kept in separate envelope (super-scribed with tender number, job & due date) and should be deposited by tender due date and time, in the **tender box** provided in the office of :-

Tender Box

HPCL Pipelines Procurement Department

Ground floor, Hindustan Bhavan

8 Shoorji Vallabhdas Marg

Ballard Estate

Mumbai - 400001

- 6.1.3 In case the EMD (original instrument) is not deposited in the tender box (as mentioned above) by tender due date and time, the offer of bidder shall be rejected. Owner shall not be responsible for any postal delays or non-receipt of EMD by tender due date and time, reasons whatsoever.
- 6.1.4 Bidders are requested to advise their BANKS not to post Bank Guarantee/or any Other EMD/Bid security document directly to HPCL, as the Bid Security/EMD is to be submitted as mentioned in para 6.1.2.
- 6.1.5 The EMD shall be held interest free and no bank charges shall be payable by Owner towards the EMD submitted by the bidders.

6.2 EMD FORFEITURE AND FURTHER ACTION AS PER CORPORATION'S (HPCL) POLICY:-

EMD submitted by the bidder for subject tender shall be forfeited in following cases:-

- (i) Withdrawal of bid in interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder (to be read in conjunction with relevant clauses of ITB)
- (ii) Unsolicited post bid modification (to be read in conjunction with relevant clauses of ITB)
- (iii) Price changes against technical/commercial clarification, if any, in line with terms & conditions of enquiry documents are not allowed. (to be read in conjunction with relevant clauses of ITB)
- (iv) Conditional Price Bids.
- (v) Non –Withdrawal (by evaluated lowest bidder) of deviations mentioned elsewhere other than on-line deviation sheet.
- (vi) Any new deviation stipulated after tender due date (to be read in conjunction with relevant clauses of ITB).
- (vii) Unsolicited Post Bid Revision in Taxes & Duties.

DISCLAIMER:- Besides above, Owner reserves the right to forfeit the EMD of bidder (In case EMD is applicable) and take further action as per corporation's (HPCL's) policy in case bidder deviates from his submitted offer / adopt unfair practices.

6.3 REFUND OF BID SECURITY / EARNEST MONEY DEPOSIT

EMD should be refunded to other than lowest evaluated bidder(s), immediately upon completion of price evaluation, by means of A/c Payee cheques or e-payment.

The successful Bidder's bid security will be discharged upon the Bidder's accepting the Contract/ Purchase Order, and furnishing the requisite bank guarantee / security Deposit in line with the tender terms and conditions.

7 DELIVERY PERIOD:

The 260kWp Solar PV Plant is expected to be commissioned within 4 months from the date of issuing of LOI or Purchase Order whichever is earlier to the successful Bidder.

The estimated work and material supply schedule is as per table below:

1	Issue of LOI/ PO by HPCL	Zero date
2	Submission of Soil Test Report, Design Drawings, including SLD's , Layout, structure drawings etc.	Zero+ 21 days
3	Site Mobilisation, Site marking and civil works	Zero+ 35 days
4	Supply of Cables and BOS components	Zero + 56 days
5	Supply of MMS	Zero + 56 days
6	Supply of Inverter	Zero + 70 days
7	Supply of Solar Modules	Zero + 77 days
8	Approvals from CEIG/Local DISCOM etc for net metering	Zero+ 98 days
9	Installation & Commissioning of Plant with Net metering and site cleaning	Zero +105 days
10	Training, Project Documentation & Handing Over of Plant	Zero + 120 days

In event that the supplier is unable to complete the work within 4 months from the date of LOI /PO, the supplier would be penalized as per the GTC clauses.

This clause would not be applicable only if the 260 kWp Solar PV Plant is ready in all respect and the commissioning has been delayed due to the net metering permission from utility / DISCOM.

8 GENERAL

8.1 Owner reserve the right to carry out capacity & capability assessment of the bidder using in –house information and past performance.

8.2 Owner shall not be responsible for any costs or expenses incurred by Bidder in connection with the preparation or delivery of bids, site-visit and other expenses incurred during bidding process, regardless of the outcome of the bidding process.

8.3 In case any bidder is found to be involved in cartel formation, his bid will not be considered for evaluation / placement of order. Such bidder will also be debarred from bidding in future.

8.4 Canvassing in any form by the bidder or by any other agency on their behalf may lead to disqualification of their bid.

8.5 Unsolicited clarifications to the offer and / or change in the prices during the validity period would render the bid liable for rejection.

- 8.6 Bidder shall not be under liquidation, court receivership or similar proceeding.
- 8.7 In case a bidder is having wholly owned subsidiaries but only a single consolidated annual report is prepared and audited which includes the financial details of their wholly owned subsidiaries, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor/ chartered accountant of the bidder certifying that separate annual report of bidder (without the financial data of subsidiaries) is not prepared and audited.
- 8.8 Further, in case a bidder is a subsidiary company and separate annual report of the bidder is not published, but only a consolidated annual report of the Parent Company is available, consolidated audited annual report shall be considered for establishing the financial criteria subject to statutory auditor/ chartered accountant of the bidder certifying that separate annual report of bidder is not prepared and audited.
- 8.9 In the event of submission of any document / certificate/ Audited Annual Financial Results by the bidder in a language other than English, the bidder shall get the same translated into English and submit the same after getting the translation duly authenticated by local Chamber of Commerce of Bidder's country.
- 8.10 Owner will follow purchase preference policy as per prevailing guidelines of Govt. of India.

For any technical queries related to operation of the portal please send mail to eprochelpdesk@mail.hpcl.co.in OR please call us at 022-41146666. The helpdesk support is available 6 days a week from 8AM to 6 PM (except public holidays).

E-TENDER INSTRUCTIONS

1. **This is only an e-Tender Enquiry and not an order.** HPCL reserves the right to cancel it at any stage without assigning a reason.
2. **VOID.**
3. The tender should be submitted online at website **<https://etender.hpcl.co.in>** only, by the 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. The Server Date & Time as appearing on the HPCL website (<https://etender.hpcl.co.in>) shall only be considered for the cut-off date and time for receipt of tenders. Offers sent through post, telegram, fax, telex, e-mail, courier will not be considered.
4. All communication regarding the tender including queries, if any, and submission of offers shall be done online within the e-Procurement system at website <https://etender.hpcl.co.in>
5. **Two Bid System** Bidders are required to submit offer in two parts, namely "Unpriced (Technical Bid)" & "Priced (Priced Bid)". The Bidder may modify or withdraw his online bid after the bid's submission on line *but* prior to the bid due date & time.
6. Bidders shall be required to arrange all resources, including Digital Certificate and Internet Connections at their own cost, for participating in online tenders at HPCL e-Procurement site <https://etender.hpcl.co.in>. **For submitting online response, Digital Certificate / Signatures (Class III B) 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.
7. ***PLEASE LOGIN WITH YOUR EIGHT DIGIT JDE (HPCL) VENDOR CODE AND CORRESPONDING BILL TRACKING SYSTEM (BTS) PASSWORD TO BID FOR THE TENDER. Alternatively for public tenders, vendor can create temporary login on his own. In case of any difficulty in logging or in case you do not have the BTS password, please contact (E proc helpdesk at: 022-41146666 on any day between 8.00AM to 8.00PM except on Sundays /Public holidays.) Please refer to help link after logging in, in case you are new to e-Tender.***
8. HPCL shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues. HPCL shall not be responsible for any postal or other delays in submitting EMD / tender cost wherever applicable.
9. HPCL will not be responsible for the cost incurred in preparation and submission of bids including the cost of digital certificate, regardless of the conduct of outcome of the bidding process.
10. ***Bidders are requested to quote unit rates (per unit quantity) in the on-line price bid only.***

11. 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.
12. Bidders should only quote unit basic rate in the online priced bid format. However, all taxes and duties as applicable for the tender shall be quoted in the tax section online by the bidders. In case bidders do not quote any tax component/charges or mention the same as "0", in online Tax sheet/section, it will be considered that all the taxes/charges are included in rates quoted by the bidder and the same shall be binding to the bidder.
13. Request for extension of tender submission due date, if any, shall be considered at the sole discretion of HPCL however, request for extension received within **two (2)** days for limited tenders / **three (3)** days for public tender of tender submission due date /time **shall not be considered.**
14. The HPCL may, at its discretion, on giving reasonable notice online, extend the bid due date, in which case all rights and obligations of the HPCL and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.
15. ***Please note that queries related to scope of job, tender specifications, terms & conditions etc should be submitted online only (by logging in at <https://etender.hpcl.co.in>) by the query end date / time specified in the online tender. The reply of queries sent by bidders/ messages issued by HPCL pertaining to tender shall be available on tender message board. HPCL, at its sole discretion, may not entertain the queries sent by post / fax/ e-mail or through any other mode of communication.***
16. **BID CLARIFICATIONS/AMENDMENTS BY HPCL:** HPCL may issue clarifications / amendments in the form of online addendum / corrigendum and on Message Board at <https://etender.hpcl.co.in> during the bidding period and may also issue amendments subsequent to receiving the bids. Bidders shall consider the addendum/corrigendum/Messages on Message Board while quoting for the tender. Bidders shall examine the Bidding Document thoroughly and submit it to HPCL. Any apparent conflict, discrepancy or error can be enquired. HPCL shall issue appropriate clarifications or amendments, if required. Any failure by Bidder to comply with the aforesaid shall not excuse the Bidder from performing the Services in accordance with the contract if subsequently awarded.
17. In case any deviation sought by bidder is accepted by HPCL, HPCL reserves the right to suitably load the bidder for evaluation purpose only.
18. **DEVIATIONS TO TENDER TERMS:**
 - 1) Bidders are requested to accept tender terms/conditions in totality and should avoid deviations.

- 2) In case deviations to tender terms/conditions are unavoidable, the same should be mentioned in ONLINE DEVIATION SHEET. Deviations mentioned elsewhere shall not be considered by HPCL.
 - 3) In case, bidder is evaluated L1 bidder and has mentioned deviation to tender terms not in online deviation sheet, but elsewhere and is not withdrawing those deviations, HPCL may forfeit the EMD (IF APPLICABLE) of the bidder in such cases.
 - 4) ***No new deviation will be received/ accepted from bidder after bid due date. In case bidder submits new deviation, his bid will be rejected. At the sole discretion of the HPCL bidder may be given opportunity to withdraw the deviation and in case the same is not withdrawn by the bidder, the offer of the bidder shall be rejected & EMD/ bid security (if applicable) submitted by the bidder shall be forfeited.***
19. ***Bidders must attempt to submit bids only in non-peak hours as there could be chances of packet droppings in peak hour. Further, bidders must be educated on efficient scanning techniques at lower dpi so that more no of pages can be scanned by them within lesser file size limits. Lower file size would also mean, easier submission of bid documents by the vendor.***

INSTRUCTIONS TO BIDDER

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A GENERAL

1.0 SCOPE OF BID

- 1.1 In connection with the Invitation for Bids/ Letter Inviting Bid, Hindustan Petroleum Corporation Ltd. (HPCL) invites e-Bid(s), under single stage two bid system, for the entire scope covered under the Bidding Document.

2.0 ADHERENCE TO POLICY OF HPCL ON NON TOLERANCE OF CORRUPT / FRAUDULENT PRACTICES

- 2.1 HPCL has a strict policy of zero tolerance on corrupt and fraudulent practices as laid down vide CI. No. 16.0 of SCC. Bidders to ensure compliance in this regard.

3.0 ELIGIBLE BIDDERS

- 3.1 A bidder may be a firm or a company or an entity, who, have been issued the Bidding Document on Limited Competitive Basis or/and intends to submit Bid, in response to Invitation for Bids (IFB) on Open Competitive basis.
- 3.2 In case bidder is on the holiday list/Banned/Blacklisted/Delisted by any Government or quasi Government agency or PSU, his offer may be rejected at the sole discretion of Owner.

Notwithstanding the above, a bidder who is on Holiday/ Negative/Suspension / Banning list of HPCL on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. Further, in case of a consortium, if any of the member(s) of consortium is on Holiday/ Negative /Suspension / Banning list of HPCL on due date of submission of bid / during the process of evaluation of the bids, the offers of such consortium shall not be considered for bid opening/evaluation/Award.

- 3.3 In case of limited competitive bidding, the bidding is open only to the bidders to whom Bidding Document has been issued.
- 3.4 Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit self-certificate in this regard.

B CONTENTS OF BIDDING DOCUMENT

4.0 BIDDING DOCUMENT

- 4.1 The Bidding Document shall in general consist of the following and should be read in conjunction with any amendment issued in accordance with ITB 6.0.
- Invitation for Bid (IFB)/ Letter Inviting Bid (LIB).
 - Instructions to Bidders and its attachments.
 - Bid Data Sheet
 - Bidding Forms

- General Terms & Conditions Works (GTC-Works).
- Special Conditions of Contract (SCC).
- Schedule of Rates (SOR)/ Schedule of Prices (SOP).
- Technical Specifications / Standards.
- Drawings, if any

4.2 Although all the details presented in this Bidding Document have been compiled with reasonable care, the bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document and it includes all the documents as per Table of Contents. In case of any ambiguity or incompleteness, the bidder must bring it to the attention of HPCL immediately and prior to submission of Bid.

4.3 Bidding document once issued in case of limited competitive bidding is non-transferable. However, in case of Open Competitive Bidding, since the Bidding Document is available for free downloading on the e-tendering portal, any bidder may submit the Bid and the same shall be evaluated in line with the provisions of the Bidding Document.

5.0 CLARIFICATION OF BIDDING DOCUMENT, PRE-BID MEETING & SITE VISIT

5.1 VOID

5.2 The bidder is requested to submit any queries/clarification/information pertaining to Bidding Document on HPCL e-Tender website before the cut-off date as specified in Bid Data Sheet (BDS). Reply to Pre-Bid Queries shall be hosted on HPCL Tender website.

5.3 VOID

5.4 Replies to the pre-bid queries will be uploaded in HPCL websites <https://etender.hpcl.co.in> and HPCL's website www.hindustanpetroleum.com as expeditiously as possible.

5.5 Any modification of the Bidding Document, which may become necessary as a result of the pre-bid discussion, shall be intimated to all bidders through the issue of an Addendum/Amendment/ clarification/message on tender message board at our e proc website <https://etender.hpcl.co.in>

5.6 Void

5.7 Void

5.8 Bidder is advised to visit and examine the Project Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Works. All costs towards the same including the cost of visiting the Site shall be at the bidder's own expense.

5.9 Bidder and its personnel will relieve and indemnify HPCL and its personnel from and against all liability in respect of Site Visit, and will be responsible for death or personal

injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of the inspection.

6.0 AMENDMENT OF BIDDING DOCUMENT

- 6.1 At any time prior to the deadline for submission of bids, HPCL may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment in the form of Amendment/ Addendum/ clarification/message on tender message board at our e-tender portal <https://etender.hpcl.co.in>.
- 6.2 Any addendum issued shall be part of the Bidding Documents and shall be uploaded on HPCL websites <https://etender.hpcl.co.in> and HPCL's website www.hindustanpetroleum.com.
- 6.3 To give bidders reasonable time in which to take an addendum into account in preparing their bids, HPCL may extend the deadline for the submission of bids, pursuant to Clause 21.3 of ITB.
- 6.4 HPCL may also for any reason issue amendment subsequent to receiving the bids. Any amendment thus issued shall become part of Bidding Document. Bidder shall follow the instructions issued along with Amendment with regard to submission of impact on quoted price / revised price, if any.

7.0 VOID

C PREPARATION OF BIDS

8.0 COST OF BIDDING

- 8.1 Bidder shall bear all costs associated with the preparation and submission of its Bid, and HPCL shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

9.0 LANGUAGE OF BID

- 9.1 The Bid, as well as all correspondence and documents relating to the bid exchanged by the bidder and HPCL, shall be in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 9.2 In the event of submission of any document/ certificate by the bidder in a language other than English or Hindi, the bidder shall get the same translated into English and submit the same after getting the translation duly authenticated by Indian Embassy of bidder's country. Alternately, bidder can get the translated documents attested through local chamber of commerce and industry in bidder's home country.

10.0 DOCUMENTS COMPRISING THE BID

Bid shall be submitted in two parts i.e. un priced bid and price bid. Bidders shall be required to submit the complete bid online. However the physical document (mentioned under clause 10.1.a. shall be submitted in original in the tender box by the tender due date/extended due date and time.

10.1 PART - I -TECHNO-COMMERCIAL/ UNPRICED BID

a) Physical Documents:

- Bid Security/ EMD (in original)
- Power of Attorney of bidder's representative digitally signing the bid document

In e-tenders, a scanned copy of Bid Security/EMD or MSE Certificate seeking exemption shall also to be uploaded with the offer at e-portal <https://etender.hpcl.co.in> .

- b) Documentary evidence establishing Bidder's claim for meeting Bidder Qualification Criteria as stipulated in the Bid Document. Owner reserve the right to call the bidder during evaluation along with originals for verification of the documents submitted by the bidder in his bid. OWNER also reserves the right to get the documents (purchase orders, completion certificates and other documents submitted by the bidder) verified/ confirmed by the issuing authority of these documents. (Applicable for enquiries where Bidder Qualification Criteria has been specified in Bidding Document)
- c) Documents shall be submitted duly certified by Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee/Director and not having any interest in the bidder's company) where audited accounts are not mandatory as per law.

or

Bidder shall submit documents duly notarized by any notary public in the bidder's country or certified true copies duly signed, dated and stamped by an official authorized for this purpose in Indian Embassy/High Commission in Bidder's country.

or

Bidder shall submit self-certified documents in original from any one out of CEO or CFO or Company Secretary of the bidder (Limited Company only). This option shall not be applicable to Proprietorship/Partnership firms.

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

- d) After opening of the price bid/ reverse auction completion (wherever applicable), HPCL shall mandatorily verify original documents submitted by L1 bidder in his bid to meet tender requirements. L1 bidder shall be mandatorily required to visit HPCL offices/HPCL locations/ EPMC offices (location to be decided at the sole discretion of HPCL) along with originals for verification of the documents at his own cost. Failing to produce the original documents for verification, the offer of L1 bidder shall not be considered further.

- e) Power of Attorney in favour of person (s) digitally signing the bid that such person (s) is/are authorised to sign the bid on behalf of the bidder and any consequence resulting due to such signing shall be binding on the bidder;
- f) In case of bids submitted by a JV, if permitted as per tender terms, shall include a copy of the Joint Venture Agreement entered into by all members;
- g) Tender document including Corrigendum, if any, and subsequent correspondences duly stamped and signed on each page as a token of acceptance. Please note no hard copy of documents shall be taken in case of e-tender except the documents stated in the note at the end of this clause.
- h) All form and format dully filled in.
- i) Copies of Purchase Orders, respective completion certificate (mentioning commencement and completion date along with executed order value and nature of job), Financial Statement (Audited Balance Sheet including, Profit & Loss Account, Schedule and Independent Auditor Report) for last three preceding financial years. (Applicable for enquiries where any Pre-Qualification Criteria w.r.t. Annual Turnover or Net worth has been specified in Bidding Document)
- j) Taxes & Duties Statement – shall be same as filled in Price Schedule & should not be separately submitted by the bidder.
- k) Agreed Terms & Conditions duly filled-in online.
- l) Any other information/details/documents/data required as per Bid Document.

NOTE: The documents sought under clause 10.1.a are to be received by OWNER by bid submission date & time in hard copy. However, scanned copies of documents under clause 10.1.a. along with balance documents are to be uploaded at OWNER e-tender website.

10.1 PART-II (Priced Bid)

It shall consist of Price Bid only. It shall be uploaded on the e-portal <https://etender.hpcl.co.in> .

11.0 INTEGRITY PACT (Applicable)

- 11.1 Bidder shall submit, the scanned copy of the Integrity Pact duly signed and stamped in token of compliance in **Part-I** of the Bid. Integrity Pact is required to be submitted for Bids of value Rs. 1 (One) crore and above. In case of deviation to this requirement, HPCL may provide the opportunity to Bidder for withdrawing their deviations. In case bidder fails to sign the Integrity Pact within the final cut off date & time specified by the HPCL, the bid shall be rejected. However, in the event the Integrity Pact is not applicable considering the value of Bid then a self declaration to this extent shall be submitted by the bidder in **Part-I** of the Bid. HPCL's Pre-signed Integrity Pact is provided in Bidding Forms.

12.0 ALTERNATIVE BIDS

- 12.1 A bidder (i.e., the bidding entity) shall, on no account submit more than one bid either directly (as a single bidder or as a member of consortium) or indirectly failing which all

bids submitted by such bidder directly & indirectly, shall stand rejected and BID SECURITY shall be forfeited.

13.0 BID PRICES AND DISCOUNTS

- 13.1 Bidders should only quote unit basic/item rate in the online priced bid format. However, all taxes and duties as applicable for the tender shall be quoted in the tax section online by the bidders. Conditional rebate/discount, if offered, shall not be considered for evaluation.
- 13.2 Unless stated otherwise in the Bidding Document, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Rates/ Prices submitted by the bidder and accepted by HPCL.
- 13.3 Bidder shall quote for all the items of Schedule of Rates/Prices after careful analysis of cost involved for the performance of the complete item considering all parts of the Bidding Document. In case any activity is not specifically covered in description of item under 'Schedule of Rates/Prices' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the rates/ prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 13.4 Rates/ prices quoted by the bidder, shall remain firm, fixed and valid till the completion of the Works and will not be subject to variation on any account except as otherwise specifically provided in the Bidding Documents.
- 13.5 VOID
- 13.6 All duties, taxes, and other levies payable shall be as per Special Conditions of Contract.

14.0 CURRENCIES OF BID AND PAYMENT

- 14.1 Indian bidder to submit their Prices in Indian Rupees only. Payment shall be made in Indian Rupees only.

15.0 VOID

16.0 VOID

17.0 PERIOD OF VALIDITY OF BIDS

- 17.1 Bids shall remain valid for the period **specified in the BDS** after the bid submission deadline date prescribed by HPCL in accordance with Clause 21.0 of ITB. Bid of shorter validity shall be rejected by HPCL as non-responsive bid as per the provisions of the clause 27.4 of ITB. Bidders shall not be entitled during the above period, without the consent of HPCL in writing, to revoke or cancel their Bid or to vary the Bid given or any term thereof. In case of bidders revoking or cancelling their Bid or varying any terms in regard thereof without the consent of HPCL in writing, HPCL shall forfeit Bid security, submitted along with the bid and shall reject their bids. Such Bidder may also be put on

Holiday list/ Negative List. The Owner may, at its discretion, on giving reasonable notice at site <https://etender.hpcl.co.in>, extend the bid due date, in which case all rights and obligations of the Owner and the Bidders, previously subject to the bid due date, shall thereafter be subject to the new bid due date as extended.

- 17.2 In exceptional circumstances, prior to the expiration of the bid validity period, HPCL may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a bid security is requested in accordance with Clause 18.1 of ITB, it shall also be extended for 2 (Two) months beyond the deadline of the extended validity period. A bidder may refuse the request without getting forfeiting its bid security. A bidder granting the request shall not be permitted to modify its bid.

18.0 BID SECURITY (Applicable)

- 18.1 Bidder shall furnish as part of its bid, a Bid Security, **in original form** and, in the amount and currency **specified in the BDS /online tender portal**. In case of MSEs, valid MSE Certificate in line with Clause 18.2 & 18.3 of ITB. Any bid not accompanied with a requisite Bid security or the Bid Security not being for the required amount / Bid without valid MSE certificate for exemptions, shall be summarily rejected by HPCL. Format of Bank Guarantee for Bid Security is provided in Bidding Forms.

Bid Security, **in original**, must be submitted in the tender box provided at following address on or before Bid due date and time, failing which Bid shall be rejected:

***Tender Box (at Ground Floor)
HPCL Pipelines Department,
Hindustan Bhavan P&P HQO-HB1 ,No 8, SV Marg,
Ballard Estate
Mumbai - 400001***

- 18.2 Public sector Enterprises are exempted from furnishing Bid Security subject to submission of declaration to that effect on their letterhead. Bidders registered as Micro / Small Enterprises (MSEs) or with National Small Scale Industries Corporation are also exempted from furnishing Bid Security subject to submission of copy of the valid registration certificate. In case of Unincorporated JV/Consortium bid, bidder is exempted only if all the members as well as Leader falls under the exemption, as above.
- 18.3 Bidders registered as MSEs shall provide the necessary valid documentary evidence issued by District Industries Centres / Khadi & village industries commission/ Khadi and village industries board/ Coir board/NSIC/Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises clearly identifying that they are registered as MSEs.
- 18.4 HPCL shall not pay any interest on Bid Security furnished. Further, in case bank guarantee submitted is found to be fake, bid of such bidder shall be rejected and may initiate action as deemed necessary as per HPCL Policy.
- 18.5 Bids must be accompanied with the Bid security as mentioned above in the form of Demand draft payable at Mumbai or non-revocable Bank Guarantee from any Indian Scheduled Bank (other than Co-operative Bank) in favour “ Hindustan Petroleum

Corporation Limited” (as per the proforma attached in the General Terms and Conditions). All foreign bank guarantees will be confirmed by any Indian Scheduled Bank (other than Co-operative Bank). Bidders are advised to instruct their banks not to post Bid Security directly to HPCL as the same has to be deposited as explained above.

Details of beneficiary for issuance of bank guarantees are given below:

For BG in normal format

Beneficiary: Hindustan Petroleum Corporation Ltd.

Name : STATE BANK OF INDIA
Address: : CAG BRANCH, J.N. Heredia Marg, Neville house, Mumbai 400001
MICR No. : 400002133
Cash Credit A/c no : 00000011083987156
IFSC code (For RTGS) : SBIN0009995
HPCL Income Tax PAN Number: AAACH1118B

For BG in SFMS format

Beneficiary Bank Name : ICICI Bank LIMITED
Branch Address : 163 BACKBAY RECLAMATION, MUMBAI 400020
IFSC Code : ICIC0000393
Telephone Number : 022 - 67574314 / 4322
Email ID : Please take it from Branch
Beneficiary : HINDUSTAN PETROLEUM CORPORATION LIMITED
HPCL Customer ID : 508902133

HPCL Income Tax PAN Number: AAACH1118B

18.6 Alternatively, EMD may be submitted in the form of e-payment.:

- During bidding process on selection of EMD, vendor will have the option to pay the EMD through e-payment.
- On choosing the option of e-payment he will be directed to the payment gateway of the merchant banker.
- On successful payment, the success number from the bank will be made available in the e-tendering platform and then only the system will be enabled for submission of bid.
- For successful online payments, the payment gateway shall give a success message to the bidder with a facility to print the confirmation. No separate Cash Receipt shall be provided to the bidder against the online EMD payment.
- For e-payments, relevant payment details shall be secured in the procurement platform till the tender due date and time.

- The tender opening shall be done in e-procurement platform basis success confirmation received from the payment gateway though the actual EMD amount shall be realized by HPCL subsequently in line with the contractual agreements with the payment gateway.
- At the time of opening the bids e-procurement portal shall display the relevant details of online payment amount along with success number and success status for the bidder.
- EMD will be refunded to the other than lowest evaluated bidder(s) immediately upon finalization of contract through payment gateway.

18.7 The bid security shall be valid for six (6) Months beyond the original due date for submission of bids, or beyond any period of extension if requested under Clause 17.2 of ITB.

18.8 EMD/Bid Security should be refunded to other than lowest evaluated bidder(s), immediately upon completion of price evaluation, by means of A/c Payee cheques or e payment. or by way of returning BG as applicable . Also, EMD of late bids/ where unpriced bids not opened, shall be returned after unpriced bid opening. However, in case HPCL decides to cancel / annul the Enquiry / bidding document at any stage during the bidding process but before the award of work/ items (as applicable), EMD of the bidders shall be returned at the earliest from the date of such decision. EMD of successful bidder (on which LOI/P.O. has been placed) shall be returned after submission of Security Deposit /Contract Performance Bank Guarantee.

18.9 The bid security shall be forfeited:

- (a) if a bidder withdraws its bid during the period of bid validity, or any extension thereto provided by the bidder; or submit multiple bids in accordance with Clause 12.0 of ITB
- (b) on his own modifies his bid during the period of bid validity; or
- (c) If the Information/ documents forming basis of evaluation submitted by the bidder in the bid is found to be false/ forged in accordance with relevant provisions provided in Bidding Document.
- (d) if the successful bidder fails to:
 - (i) furnish a Contract performance Bank Guarantee in accordance with clause no. 4 of General Terms & Conditions of Contract for Consultancy Services.
 - (ii) to accept arithmetical corrections pursuant to Clause 32.0 of ITB.
- (e) any other provision specifically mentioned in the Bidding Document

18.10 In case of a unincorporated JV/Consortium bid, the Bid Security shall be submitted by the "Prime Member" of the Consortium on behalf of consortium in original form and, in the amount and currency specified in the BDS.

In case of bid from Indian arm of foreign company, the Bid Security shall be submitted by the Indian arm of foreign company in original form and, in the amount and currency

specified in the BDS and currency shall be Indian Rupees.

In case of a incorporated JV/Consortium bid, the Bid Security shall be submitted by the incorporated JV/ Consortium in original form and, in the amount and currency specified in the BDS.

19.0 FORMAT AND SIGNING OF BID

- 19.1 The e-bid shall be digitally signed (e-signed) using the digital signature of a person duly authorised to sign on behalf of the bidder. The digital signature used for signing the bid shall be issued in the name of such authorised person and the certificate details, available from the signed documents, should indicate the details of the signatories. All documents/files of the bid shall be signed by using the digital signature issued in the name of the person having valid Power of Attorney (POA) at the time of bid submission. Any consequences resulting due to such signing (e-signing) shall be binding on the bidder.
- 19.2 In case of a JV/Consortium bid (If permitted in the bidding document), the Bid shall be digitally signed (e-signed) using the digital signature of authorized representative of the JV /Consortium, and so as to be legally binding on all the members as evidenced by a power of attorney signed by their legally authorized representatives.

D SUBMISSION AND OPENING OF BIDS

20.0 SEALING AND MARKING OF BIDS

- 20.1 The bidder shall submit the, original Bid Security and Power of Attorney requested in "Original", as per the requirement of clause no. 10.1 of ITB, , in separate sealed envelopes, to be submitted in the tender box provided at following address on or before Bid due date and time.

***Tender Box (at Ground Floor)
HPCL Pipelines Department,
Hindustan Bhavan P&P HQO-HB1 ,No 8, SV Marg,
Ballard Estate
Mumbai - 400001***

- 20.2 The sealed envelope containing above documents shall be super scribed with Tender No , Due date and name of the Job. The envelope shall bear the name and address of the bidder and bear a warning not to open before the time and date for bid opening.
- 20.3 If all envelopes are not sealed and marked as required, HPCL will assume no responsibility for the misplacement or premature opening of same.
- 20.4 Bidders shall submit bids (Part-I & Part-II) electronically and shall follow the e tender instructions enclosed in Bidding Document.

21.0 DEADLINE FOR SUBMISSION OF BIDS

- 21.1 Bidders shall submit their bids electronically in the e-tendering portal, within the due date and time **notified online on HPCL e portal.**

- 21.2 Bid Security in accordance with ITB 18.0, in original, must be received by HPCL at the address and no later than the due date and time for submission of Bids **notified online on HPCL e portal**.
- 21.3 HPCL may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 6.0 of ITB, in which case all rights and obligations of HPCL and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

22.0 LATE BIDS

- 22.1 E-tendering system shall close immediately after the deadline for submission of bid. Any bids being submitted in physical form or any other form shall not be considered for opening / evaluation / award and will be returned to such bidders.
- 22.2 In the event the Bid Security in original, in accordance with ITB 21.2, are not submitted within the deadline for submission of bids, the bids shall be declared late and shall not be considered for opening, notwithstanding the fact that the bid has been submitted in electronic form within the deadline. However, in case of exemption from submitting Bid Security under MSE as per ITB 18.2, then bidder shall submit the copy of documentary evidence as per ITB 18.3.

23.0 WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS

- 23.1 The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date and time for submission of Bid following the electronic bid submission procedures.
- 23.2 No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof. Withdrawal of a bid during this interval shall result in the forfeiture of Bidder's EMD/Bid security and further action as per corporation (OWNER) policy.
- 23.3 Bidder(s) to note that unsolicited price changes (including changes in taxes, duties mentioned & their applicability) after submission of bid shall not be allowed. In case any bidder gives unsolicited revised prices/price implication, his bid shall be rejected and EMD/Bid security submitted by the bidder shall be forfeited. If a bidder offers a rebate unilaterally after the closing date and time of the bid, it will not be taken into account for evaluating purposes, but if that bidder emerges as the lowest evaluated, the rebate offered will be taken into account and shall be binding on the bidder for award of work
- 23.4 No new deviation will be received/ accepted from bidder after bid due date & time. In case bidder submits new deviation, his bid will be rejected. At the sole discretion of the owner bidder may be given opportunity to withdraw the deviation and in case the same is not withdrawn by the bidder, the offer of the bidder shall be rejected.

24.0 BID OPENING

- 24.1 HPCL shall verify the availability of requisite BID SECURITY, in original, prior to opening of Part-I of e-Bid. Techno-commercial e-Bid of those bidders shall be considered for opening, who have already submitted the requisite Bid Security, in accordance with ITB 18.0 , in original, prior to due date and time for submission of Bids.
- 24.2 Except in the cases specified in ITB 22.2, HPCL shall open Part-I of all bids received in the e-tendering portal.
- 24.3 The order of part wise opening of bids shall be as follows;
- i. On scheduled date and time of UNPRICED bid opening,
 - a) Original Bid Security & other original documents submitted in physical form shall be opened first and verified that whether Bid Security has been furnished as per bid requirement.
 - b) Up on meeting the requirement of Bid Security as per Clause 18.1 of ITB, Opening of documents of part –I, submitted in electronic form shall be processed on the e-Procurement module of the e-tendering portal.
 - c) If a bidder has not complied with Bid Security requirement b) above, such bidder's offer (Part-I) is not proceeded for further opening and rejected out rightly.
 - ii. Part-II of bid of only those bidders whose bids is determined to be technically and commercially acceptable by HPCL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening.

E EVALUATION AND COMPARISON OF BIDS

25.0 CONFIDENTIALITY

- 25.1 A bidder may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. HPCL shall respond to such requests within a reasonable time. However, such information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to any other persons not officially concerned with the bidding process.
- 25.2 Any attempt by a bidder to influence HPCL in the evaluation of the bids or Contract award decisions shall render their Bid liable for rejection.
- 25.3 Notwithstanding Clause 25.2 of ITB, from the time of bid opening to the time of Contract award, if a bidder wishes to contact HPCL on any matter related to the bidding process, it shall done so in writing only.

26.0 DEVIATIONS, RESERVATIONS, AND OMISSIONS

- 26.1 During the evaluation of bids, the following definitions apply:

- (a) "Deviation" is a departure from the requirements specified in the Bidding Documents;
- (b) "Omission" is the failure to submit part or all of the information or documentation required in the Bidding Documents.

27.0 DETERMINATION OF RESPONSIVENESS

27.1 HPCL's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in Clause 10.0 of ITB.

27.2 Prior to the evaluation and comparison of the bid, the Owner will determine the substantial responsiveness of each bid to the bidding documents. For the purpose of this Article, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding document without material deviations or reservations or omission. The Owner's determination of bid responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence. A material deviation, reservation, or omission is one that,

- (a) if accepted, would:
 - (i) affect in any substantial way the scope, quality, or performance of the Works specified in the Contract; or
 - (ii) limit in any substantial way, inconsistent with the Bidding Documents, HPCL's rights or the bidder's obligations under the proposed Contract; or
 - (iii) would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

27.3 Owner expect Bidder's compliance to requirement of Bidding Document without any deviation and submit substantially responsive bid. In case deviations to tender terms/conditions are unavoidable, the same should be mentioned in ONLINE DEVIATION SHEET. Deviations mentioned elsewhere shall not be considered by Owner.

27.4 Rejection Criteria

Bidder shall not be provided any opportunity for deviation on Bid Security (EMD), Tender Fee if applicable & Mention rates anywhere else in the tender other than on-line Price Bid. For balance clauses in the list mentioned below, HPCL reserve the right to provide opportunity to withdraw their deviations / stipulations. In case bidder fails to withdraw the deviation within the final cut off date & time specified by the HPCL, the bid shall be rejected:

- a. Bid Security (EMD)
- b. Mention rates anywhere else in the tender other than on-line price bid .
- c. Contract Performance Bank Guarantee
- d. Period of validity of bids shorter than specified
- e. Force Majeure
- f. Defect Liability Period
- g. Firm Prices
- h. Workability clause

- i. Completion Period / Time Schedule
- j. Unsolicited price change/implication (including revision in taxes / duties & their applicability) after bid submission due date / extended due date.
- k. Integrity Pact
- l. Non submission of declaration of not banning/holiday listing/delisting from Government of India /Ministries of Govt. of India / PSU
- m. Non-Conformance of Scope of Work /Technical Specifications.

27.5 VOID

- 27.6 A bid with incomplete scope of work and/or which does not meet the technical requirements as specified in the bid document shall be considered as non-responsive and rejected.
- 27.7 In case bidder is on the holiday list/Banned/Blacklisted/Delisted by any Government or quasi Government agency or PSU, his offer may be rejected at the sole discretion of Owner. Notwithstanding the above, a bidder who is on Holiday/ Negative/Suspension / Banning list of HPCL on due date of submission of bid / during the process of evaluation of the bids, the offers of such bidders shall not be considered for bid opening/evaluation/award. Further, in case of a consortium, if any of the member(s) of consortium is on Holiday/ Negative /Suspension / Banning list of HPCL on due date of submission of bid / during the process of evaluation of the bids, the offers of such consortium shall not be considered for bid opening/evaluation/Award.
- 27.8 Bidder should not be under liquidation, court receivership or similar proceedings. Bidder shall submit self certificate in this regard.
Bidder who is found to be under court receivership or similar proceeding as per above declaration, then their offer shall not be considered for further evaluation.
- 27.9 In case, bidder is evaluated L1 bidder and has mentioned deviation to tender terms not in online deviation sheet, but elsewhere and is not withdrawing those deviations, Owner shall reject his bid and forfeit the EMD/Bid security of the bidder in such cases.

28.0 CLARIFICATION OF BIDS

- 28.1 Bidders should ensure that the Bid submitted is substantially responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information which may result in rejection of Bid. However, HPCL may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw material deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid. HPCL's request for clarification and the response shall be in writing.
- 28.2 No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by HPCL

in writing. The Owner reserves the right to seek cost implication/revised rates from all the vendors in case of a revision in technical specification/scope of job.

- 28.3 Any clarification submitted by a bidder that is not in response to a request by HPCL shall not be considered. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- 28.4 If a bidder does not provide clarifications of its bid by the date and time set in HPCL's request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid.

29.0 EVALUATION OF TECHNO-COMMERCIAL BIDS

- 29.1 Prior to price opening of bids, HPCL will determine whether each bid is accompanied with required Bid Security, Integrity pact, as applicable;
- (i) Fulfills the technical, financial, experience and other requirements as specified in the Bidding Document;
 - (ii) Bid's responsiveness, in accordance with Clause 27.0 of ITB;
 - (iii) Any other relevant factor, if any that HPCL deems necessary or prudent to be taken into consideration.
1. The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly digitally signed and whether the bids are generally in order.
 2. The bids without requisite Bid Security and/or not in the prescribed proforma will not be considered and bids of such bidder Bidder(s) shall be rejected at the sole discretion of Owner.
 3. Qualification of Bidder: The experience details and financial and technical capabilities of the Bidder(s) shall be examined to determine whether the Bidder(s) meet the Bidder Qualification Criteria mentioned in the NIT, wherever applicable.
 4. After tender submission due date & time/ extended due date & time (as the case may be) the bidders shall not make any subsequent price changes/Changes on taxes quoted, whether resulting or arising out of any technical / commercial clarifications sought/allowed on any deviations or exceptions mentioned in the bid unless discussed and agreed by Owner in writing. In case a bidder submits the bid without confirmation/compliance/acceptance to corrigendum's (issued before bid submission due date/extended due date), bidder shall not be allowed to change the bid price /rates on account of compliance /acceptance/confirmation to such corrigendum.
 5. To assist in the examination, evaluation and comparison of Unpriced bids, the Owner may, at its discretion, ask the Bidder, clarifications on the bid. The request for such clarifications and the response thereto shall be in writing and shall be binding on the Bidder.
 6. Bidder(s) to note that Price changes against Technical/Commercial clarification, if any, in line with terms & conditions of enquiry documents are not allowed. In case, any bidder gives revised prices/price implications (including revision in taxes /duties & their applicability) against such clarification, it would amount to unsolicited post bid modification

by the bidder and action shall be taken by the Owner as per clause “**MODIFICATION AND WITHDRAWAL OF BIDS**” mentioned above. However, the Owner reserves the right to seek cost implication/revised rates from all the vendors in case of a revision in technical specification/scope of job.

7. Prior to the evaluation and comparison of the bid, the Owner will determine the substantial responsiveness of each bid to the bidding documents. For the purpose of this Article, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding document without material deviations. The Owner's determination of a bid responsiveness is to be based on the contents of the bid itself without recourse to the extrinsic evidence.
8. A bid determined as substantially non-responsive will be rejected by the Owner and shall not subsequently be allowed by the Owner to be made responsive by the Bidder by correction of the non-conformity.
9. Bidders are requested to accept tender terms/conditions in totality and should avoid deviations.
10. **In case deviations to tender terms/conditions are unavoidable, the same should be mentioned in ONLINE DEVIATION SHEET. Deviations mentioned elsewhere shall not be considered by Owner.**
11. In case, bidder is evaluated L1 bidder and has mentioned deviation to tender terms not in online deviation sheet, but elsewhere and is not withdrawing those deviations, Owner shall reject his bid and forfeit the EMD/Bid security of the bidder in such cases.
12. **No set off (including set off on account of taxes/duties) shall be considered in evaluation for deciding L1 bidder.**
13. In case any deviation sought by bidder is accepted by Owner, Owner reserves the right to suitably load the bidder for evaluation purpose only.
14. Evaluation shall be carried out based on price quoted by bidder including stated taxes & duties as on date of opening of unpriced bid and loading, if any, as per tender terms. For import content also, if any, no exchange rate variation / Customs duty variation shall be considered during evaluation.
15. **Bidder must quote the entire cell against each quoted line item. If no prices (free of cost) are envisaged for any of the entries, '0' shall be mentioned. In this context “0' mentioned against any item shall construe that the Bidder shall not charge any amount separately for that item from the Owner and shall execute the job as per the scope, terms and conditions of the tender.** If bidder quotes any Statutory Taxes and duties at a rate different from the present/ statutory rate, then the taxes and duties as quoted by the bidder shall be considered for evaluation; however payment shall be made as per the taxes & duties quoted by the bidder or payable as per statutes, whichever is less.

Foreign exchange variation/import duty variations shall not be considered during evaluation in case of domestic bidder.

16. Non acceptance of commercial terms and conditions may result in rejection of offer, or suitable commercial loading e.g. for non-acceptance of PRS clause, loading as defined for PRS shall be imposed. Deviations on payment terms shall be loaded with interest rate of SBI's Prime Lending Rate (PLR) + 1% prevailing on tender submission due date/extended due date(whichever is later).

Commercial loading for non acceptance of PRS clause and Payment Terms have been specified as given below:

A . Basic value for loading purposes

The Foreign Bids shall be loaded on basic value i.e., FOB Port of Exit prices and the Indian/Domestic Bids shall be loaded on FOT Dispatch Point prices.

B . Commercial Loading for deviations to Payment Terms

- a) Any differential payment terms offered by a supplier as against the terms specified in the Tender document shall be loaded at SBI's PLR +1 % per annum for the differential time period.
- b) Advance along with LOA/ PO, Payment through bank and L/C to Indian bidders will not be allowed unless specifically permitted in the Tender Document. If a supplier insists for same, his offer shall be rejected.
- c) Any deviation to milestone payment of supply to be paid against completion of site work is not acceptable. In case supplier insists, the offer shall be rejected.

C. Delayed Deliveries

- a) In case a Supplier does not accept the delayed delivery clause and/or takes any deviation (indicates penalty clause/Liquidated Damages in place of Price Reduction Clause) or takes exception to the percentage rate mentioned in Price Reduction Clause, the offer of such supplier(s) shall be loaded as under:

0.5% DOV to less than 5% TOV : Differential between the offered % and 5%

Any other deviation/Liquidated

Damages /penalty or non acceptance

of price reduction schedule : 5%

For Items with Site Work:

In case a Supplier does not accept the delayed delivery / completion clause and/or takes any deviation (indicates penalty clause/Liquidated Damages in place of Price Reduction Clause) or takes exception to the percentage rate mentioned in Price Reduction Clause, the offer of such supplier(s) shall be loaded as under:

0.5% TOV to less than 5%TOV : Differential between the 5% and offered %

Any other deviation/Liquidated

Damages /penalty or non acceptance

of price reduction schedule : 5%

Note : For enquires wherein Site Work is in the scope of Bidder, as per MR, loading shall be done on FOT dispatch point prices / FOB prices + prices towards Site work.

(*) DOV- Undelivered Order Value

(**) TOV- Total Order Value

- D. Owner reserves the right, at the time of award of contract, to increase or decrease in quantity(ies) of goods for any/all items as specified in the bid document without any change in the unit prices (as well as lump sum prices, if any) and other terms and

conditions. Bidder's quoted prices shall be valid for such quantity variation.

29.2 HPCL reserves the right to use in-house information for assessment of capability of bidder and their performance on jobs completed/ in progress for evaluation purpose.

30.0 PREFERENCE TO MICRO OR SMALL ENTERPRISES

30.1 Preference, if applicable to MSEs, shall be as per BDS.

30.2 VOID

31.0 OPENING OF PRICE BID

31.1 Priced Bid (Part-II) of only those bidders whose bids is determined to be technically and commercially acceptable by HPCL shall be opened. Bidders selected for opening of their priced bids shall be informed about the date and time of price bid opening/reverse auction. In tenders involving multiple schedules/parts, order of precedence/sequence for price bid opening/reverse auction, wherever defined in tender document, shall be followed.

32.0 CORRECTION OF ARITHMETICAL ERRORS

32.1 HPCL shall correct arithmetical errors on the following basis in case of manual tenders:

- (i) The prices quoted by bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the bidder in the SOR/price schedule formats. If some discrepancies are found between the rate / amount given in figures/words, the total amount shall be corrected as per the following procedure, which shall be binding upon the bidder:
 - a) When the rate quoted by bidder "in figures" and "words" tallies but the total amount is incorrect, the rate quoted by the bidder shall be taken as correct and the total amount shall be reworked.
 - b) When there is difference between the rate "in figures" and in "words", the rate that corresponds to the total amount, shall be taken as correct..
 - c) When it is not possible to ascertain the correct rate as detailed above, the rate quoted for the item in words shall be adopted and total amount shall be reworked.
- (ii) Where bids are invited on + or – percentage over the estimated contract price and there is a discrepancy in total amount quoted in summary of prices and the amount arrived at after calculating the percentage increase/ decrease quoted by the bidder over estimate , then the total amount shall be corrected based on the estimated contract amount and the quoted percentage.

32.2 Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with Clause 32.1 of ITB, shall result in the rejection of the Bid and Bid Security shall be forfeited.

33.0 VOID

34.0 EVALUATION AND COMPARISON OF PRICE BIDS

34.1 The Owners will evaluate and compare bids previously determined to be substantial responsive pursuant to the provisions of the bid document.

34.2 Conversion to Single Currency:

To facilitate evaluation & comparison, Owner shall convert all Bid prices of foreign Bidder's expressed in the amounts in various currencies in which Bid price is payable, to Indian Rupees at the Bill selling rates on the date of un-priced bid opening, as available in State Bank of India. In case, exchange rate is not available in State Bank of India, alternative sources viz. Economics Times shall be considered for all the currencies.

34.3 Owner's evaluation and comparison of prices of previously determined substantially responsive bids shall take following in account:-

34.4 Evaluated price shall be derived by taking the following into account

A. **Domestic Bidder:**

I. FOT Dispatch Point Price including loading on to trailers / Trucks.

II. All taxes / duties as quoted on finished goods.

III. Transportation to Project site plus Taxes & Duties.

B. VOID

34.5 VOID

35.0 HPCL'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

35.1 HPCL reserves the right to accept or reject any or all the bids at his discretion and may annul the Bidding process, without thereby incurring any liability to bidders.

36.0 AWARD CRITERIA

36.1 Subject to Clause 35.1 of ITB, the HPCL shall award the Contract to the bidder who has been determined to be the lowest evaluated bid. However, if in the opinion of HPCL, the total price or certain item rates quoted by the lowest evaluated bidder are considered high, HPCL may invite such bidder for price negotiation. Lowest quoted bidder shall attend such negotiation meetings and if requested by HPCL, Bidder shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Schedule of Rates/ Prices to demonstrate the reasonability. As a result of negotiation, bidder may offer rebate on his earlier quoted Price.

In tenders involving multiple schedules/parts, wherever order of precedence/sequence for price bid opening/reverse auction is defined in tender document, shall be applicable in case of Bidders who qualify for lesser number of parts than quoted number of parts.

36.2 In case Indian arm of foreign Company happens to be successful bidder, then the P.O. shall be placed in the name of Indian Arm of Foreign Company and payment shall be made in INR to Indian arm of foreign Company.

36.3 **I) Purchase Preference Linked with Local Content (PP-LC):** Ministry of Petroleum &

Natural Gas vide No. O-27011/44/2015-ONG-II/FP dated 25.04.2017 has issued a Policy to provide Purchase Preference linked with local content (partially modified through MoPNG circular FP-20013/2/2017-FP-PNG dtd 31/12/2018 attached with this tender along with PPLC policy). This policy to provide Purchase Preference linked with local content, i.e., PP-LC, in public sector undertakings under Ministry of Petroleum & Natural Gas shall be applicable for this tender.

Bidder to note that benefits, as applicable under PP-LC policy shall be given only if bidder is complying with PP-LC policy and submit the desired documents irrespective of whether bidder is Indian bidder or Foreign bidder.

Details of policy with modifications along with methodology of evaluation are attached as annexure to this ITB.

II) Purchase preference to Micro and Small Enterprise as per Public Procurement Policy of Govt. of India,2012 as per Methodology explained below shall also be taken into consideration:

- A. Participating Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their prices to L1 price in a situation where L1 price is from someone other than a micro and small enterprises and such micro and small enterprises shall be allowed to supply upto 25 % of the total tendered value. In case of more than one such Micro and Small Enterprises, the supply of 25 % portion shall be shared amongst them. Further, out of above 25 %, 5% shall be from MSEs owned by SC/ST entrepreneurs and 3% from MSEs owned by Women Entrepreneurs. This quota is to be transferred to other MSEs in case of non-availability of MSEs owned by SC/ST entrepreneurs or women entrepreneurs.
- B. The quantity against the item(s) of MR may be split to enable ordering of 25% quantity against the item(s) of MR to MSEs, in line with price preference as admissible under the prevailing procurement policy for MSEs. Accordingly, the quoted prices against various items of MR shall remain valid in case of splitting of quantities of the items in view of the same.
- C. In case when L1 is non MSE bidder and where quantity against a tender/ schedule/ item group/schedule / line item cannot be split (i.e., minimum 25% to MSEs) or items with single quantity or in grouped item, the complete tendered quantity /line item/ grouped quantity (as specified in the tender) shall be awarded to MSE bidder within the price range of L1 bidder's evaluated price + 15% subject to their matching L1 bidder's price. In case more than one MSE falls within price band of L-1 +15%, then such MSE's shall be considered for purchase / price preference in the order of their ranking.
- D. In case, quantity(ies) against a tender/ line item/ item group/schedule cannot be split among MSEs owned by SC/ ST entrepreneurs, MSEs owned by Women and non- SC/ ST or non-women MSE entrepreneurs, first opportunity shall be given to MSEs owned

by Women than to MSEs owned by SC/ ST entrepreneurs and lastly to other MSEs, within the price range of L1 non-MSE bidder's evaluated price + 15%

E. The owner reserves the right to allow Micro & Small enterprises as well as MSEs Owned by SC/ST entrepreneur or women entrepreneurs, purchase preference as admissible under the prevailing procurement policy for MSEs.

F. MSE bidder shall submit the following:

1. Micro or Small Enterprises shall submit the documentary evidence that the bidder is a Micro or Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

With effect from 18.09.2015, the MSEs registered under Udyog Aadhar Memorandum are also eligible to avail benefits under PP Policy for MSEs. Accordingly, Udyog Aadhar Memorandum stating bidder's registration in Micro & Small category shall also be considered.

2. Micro & Small Enterprises shall be considered as owned by SC/ ST Entrepreneurs as per the below definition:

- In case of proprietary MSE, proprietor should be SC/ST.
- In case of partnership MSE, the SC/ST partner(s) should be holding at least 51% shares in the unit.
- In case of Limited companies, at least 51% share should be held by SC/ ST shareholder(s).

In order for MSE owned by SC/ST Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to SC/ST Entrepreneurs, the MSE shall additionally submit a relevant SC/ ST certificate in the name of SC/ ST proprietor or partner(s) holding minimum 51% shares in case of partnership or person(s) holding minimum 51% shares in limited companies, issued by any of the following:

- District Magistrate/ Additional District Magistrate/ Collector/ Deputy Commissioner/ Deputy Collector/ Ist Class Stipendiary Magistrate/ City Magistrate/ Sub-Divisional Magistrate/ Taluka Magistrate/ Excutive Magistrate/ Extra Assistant Commissioner (not below the rank of Ist Class Stipendiary Magistrate).
- Chief Presidency Magistrate/ Additional Chief Presidency Magistrate/ Presidency Magistrate.
- Revenue Officers not below the rank of Tehsildar
- Sub-Divisional Officer of the area where the candidate and/ or his family normally resides.

- Administrator/ Secretatry to Administrator/ Development Officer (Lakshdweep Islands).
3. Micro & Small Enterprises shall be considered as owned by Women Entrepreneurs as per the below definition:
- In case of proprietary MSE, proprietor should be Women.
 - In case of partnership MSE, the Women partner(s) should be holding at least 51% shares in the unit.
 - In case of Limited companies, at least 51% share should be held by Women shareholder(s).

In order for MSE owned by Women Entrepreneurs to qualify for benefits available under Public Procurement Policy for MSEs order 2012 to Women Entrepreneurs, the MSE shall additionally submit the following:

- In case of a proprietorship firm, the name and address of proprietor, and certified copy of Bank Account Details.
 - In case bidder is a partnership firm, certified copy of the partnership deed.
 - In case of company (whether private or public), certified copy of the 'Certificate of Incorporation' together with certified copy of Memorandum/Articles of Association.
4. The above documents submitted by the bidder shall be duly certified by the Statutory Auditor of the bidder or a practicing Chartered Accountant (not being an employee or a Director or not having any interest in the bidder's company/firm) where audited accounts are not mandatory as per law and HPCL/EPMC reserves the right to verify these documents by calling the bidder with original documents.
5. If the bidder does not provide the appropriate document or any evidence to substantiate the above, then it will be presumed that the bidder does not qualify for any preference admissible in the Public Procurement Policy, 2012 & subsequent amendment order 2018.

36.4 Workability Clause

Where the lowest bid is very low compared to the cost estimate and other higher bids, the Owner shall review the lowest offered bid for workability of rates and shall ascertain whether Bidder has properly quoted with reference to the scope. In such cases, Owner may require the lowest Bidder to produce detailed price analysis for any or all items to demonstrate the internal consistency of these prices. After evaluation of the price analysis, Owner may require that the amount of the performance security is increased to a level sufficient to protect the Owner against financial loss in the event of default of the successful Bidder under the order and same shall be provided by the bidder.

Where based on workability assessment by authority (Owner), the vendor's bid is found non-workable, the same will be rejected and EMD, if any, forfeited.

36.5 In case of a bid by incorporated JV and such JV happens to be a successful bidder, the purchase order shall be placed in the name of incorporated JV and payment shall be made in the name of incorporated JV.

36.6 In case of a bid submitted by unincorporated JV/consortium and such unincorporated JV happens to be successful bidder, the purchase order shall be placed in the name of unincorporated JV and the payment shall be released in the name of unincorporated JV.

37.0 NOTIFICATION OF AWARD

37.1 Prior to the expiration of the period of bid validity, the HPCL shall notify the successful bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the General Terms & Conditions of Work Contract called the “**Letter of Intent (LOI)/ Letter of Acceptance (LOA)**” specify the sum that the HPCL will pay the Contractor in consideration of the execution and completion of the Works.

37.2 Until a formal Purchase Order is placed, the notification of award along with this Bidding Document together with the annexed documents, modifications, deletions agreed upon by the HPCL shall constitute a binding contract between the successful bidder and the HPCL.

38.0 VOID

38.1 Void

39.0 PERFORMANCE SECURITY

39.1 Within thirty (30) days of the receipt of notification of award from HPCL, the successful bidder shall comply with the requirement of Security Deposit/**Contract Performance Bank Guarantee as per General Terms & Conditions of Work Contracts.**

39.2 Failure of the successful bidder to submit the above-mentioned Security Deposit/**Contract Performance Bank Guarantee** shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security at the sole discretion of HPCL.

BID DATA SHEET

SR.NO.	ITB CL. NO.	CONTENT
1.	ITB 1.1	Bidding Document Tender No. 19000329-HD-10120
2.	ITB 1.1	Name of Service is : Solar Plant at MPSPL Talegaon
3.	ITB 3.1& 3.3	Enquiry Basis is: Domestic Competitive Bidding
4.	ITB 5.2	The pre-bid meeting is applicable for this tender
5.	ITB 5.2	Address for communication for any query/clarification/communication is: Online through HPCL's e-Proc System
6.	ITB 10, 21.1 & 21.2	The last Date and time of submission of Bids has been notified in HPCL,'s e-tender portal.
7.	ITB 20.4, 21.1	URL for e-tendering portal is https://etender.hpcl.co.in
8.	ITB 14.1 & ITB 33.0	The currency of Bid is Indian Rupees only.
9.	ITB 17.0	Bid shall remain valid for a minimum period of 120 days from due date of submission of Bid.
10.	ITB 30.0	This tender being works contract, Purchase Preference as admissible under the prevailing procurement policy for MSEs is not applicable to this tender.
11.	ITB 36.3	<p>Purchase preference linked with Local Content- Bidder to submit the following in un-priced bid:</p> <p>An undertaking from the authorized signatory of bidder having the power of Attorney stating the bidder meets the mandatory minimum LC requirement as per format provided in the tender</p> <p>Tender quantities are splittable location wise.</p>

12.	ITB 34.1	<p>The evaluation and comparison of bids shall be carried out as per clause 29 of ITB.</p> <ol style="list-style-type: none"> I. Evaluation shall be carried out based on <u>Overall L1 on delivered cost basis</u> including stated taxes (quoted in online tax sheet) as on date of opening of unpriced bid. For import content also, if any, no exchange rate variation / Customs duty variation shall be considered during evaluation. Wherever HPCL is liable to pay GST under reverse charge mechanism, the same shall be assessed and loaded for the purpose of evaluation. II. No set off (including set off on account of taxes/duties) shall be considered in evaluation. III. In case any deviation sought by bidder is accepted by Owner, Owner reserves the right to suitably load the bidder for evaluation purpose only. IV. Internet Based Reverse Auctioning through our HPCL's portal may be adopted. In that case bidders shall be intimated regarding conducting or not conducting reverse auction before priced bid opening
		<ol style="list-style-type: none"> I. Optional items, if any, shall not be considered for the purpose of arriving at the total cost. However, in case the rates quoted by the selected Bidder for optional items are considered high, the same shall be negotiated. II. Conditional discount, if offered, shall not be considered for evaluation. III. Any uncalled for lump-sum/ percentage or adhoc reduction/ increase in prices, offered by the Bidders after opening of the prices, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value and not for evaluation purpose.

Purchase Preference (linked with Local Content) applicable for SUPPLY TENDERS

“MoPNG, vide letter no. O-27011/44/2015-ONG-II/FP dated 25.04.2017 (*modification done thru MOPNG circular FP-20013/2/2017-FP-PNG dtd 31/12/2018, policy copy along with modification circular is enclosed as Annexure - I*) has notified the purchase preference (linked with local content) for the procurement of goods and services under Oil & Gas Projects in India. Under this Policy, the bidders are allowed to avail the purchase preference linked with attaining the stipulated Local content.

Project owner reserves the right to allow Manufacturers or suppliers or Service providers, purchase preference as admissible under the prevailing policy, subject to their complying with the requirements/ conditions defined herein and submitting documents required to support the same.

In order to avail the Purchase preference under this policy, bidder shall achieve minimum Local Content (LC) as specified in Table – 2 of attached policy (this Project being downstream project). The Policy shall be implemented in the following manner:

A. Submission of Local Content:

a) Bidders in their un-priced bid shall be required to submit the following:

- I. The bidder shall submit an undertaking (Appendix 1A) from the authorized signatory of bidder having the power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.*
- II. In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.*
- III. However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable. ‘*

In case the local content is not furnished in line with above requirements, such bidders shall not be considered eligible for purchase preference (linked with local content) while evaluating the bids.

The onus of submission of appropriately certified documents lies with the bidder and the purchaser shall not have any liability to verify the contents and will not be responsible for the same.

However, in case the procuring company has any reason to doubt the authenticity of the Local Content, it reserves the right to obtain the complete back up documents before award of work failing which the bid shall be rejected.

- (i) Declaration w.r.t. Local Content as well as break up of Local Content shall be submitted in line with tender evaluation criteria i.e. in case overall lowest basis, declaration/Local content for whole tender and in case of schedule wise/item wise / part wise evaluation the documents are to be submitted schedule wise / item wise respectively.

B. **MSE Bidders:** The option in case of MSE bidders qualifying under both Policies, namely, Purchase Preference under the Public Procurement Policy - 2012 (PPP-2012) for MSE bidders and Purchase Preference Linked with Local Content (PP-LC 2017) shall be exercised as under:

- The MSE bidder can avail only one out of the two applicable purchase preference policies, i.e., PP-LC 2017 or PPP-2012 and therefore, bidder in his un-priced bid will be required to furnish the option under which he desires to avail purchase preference. This option must be declared within the offer and in case bidder fails to do so although he is eligible for both the Policies, his offer shall be evaluated considering PPP-2012 as the default chosen option. In case a MSE bidder opts for preference under PPP-2012, he shall not be eligible to claim benefit under PP-LC 2017 (irrespective of the fact whether he furnishes the details of LC in his offer and this LC meets the stipulated LC criteria).
- In case a MSE bidder opts for purchase preference based on PP-LC 2017, he shall not be entitled to claim benefit of purchase preference benefit as applicable for MSE bidders under PPP-2012. However, the exemptions from furnishing Bidding Document fee and Bid security shall continue to be available to such a bidder.

C. **Evaluation methodology of bids (governed by tender evaluation criteria i.e. overall lowest/ schedule wise lowest/ item wise lowest):**

- a) In case the lowest (L1) bidder meets the stipulated LC criteria, the order shall be awarded to such bidder.
- b) In case none of the bidders meets the stipulated LC criteria, the order shall be awarded to the Lowest bidder.
- c) In case the lowest bidder does not meet the stipulated LC criteria, the bidders shall be ranked in the ascending order of evaluated prices and next bidder meeting minimum stipulated LC and with his evaluated price within a price band of (+) 10% of lowest bidder's evaluated price, shall be given opportunity to supply 50% of the requirement by matching the lowest bidder's evaluated price. However, if 50% quantity works out to a fraction of quantity, the bidder shall be considered for next higher quantity. In case the quantity cannot be split, the order shall be placed with the entire quantity.
- d) In case there are more than one bidder within the price band of (+) 10% of lowest bidder's evaluated price, they shall be ranked in ascending order of their evaluated prices. The opportunity of matching the price shall be accorded starting from the lowest bidder out of these bidders and in case of his refusal, to the next bidder, and so on.
- e) In case none of the bidders who meet the stipulated LC criteria agree to match the lowest price, the natural lowest bidder will be awarded the job.
- f) In view of the above, the bidder's quoted prices against various items of enquiry shall remain valid even in case of splitting of quantities of the items.

g) Evaluation when MSE bidder is also involved-

- g.1) While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under:
- MSE bidder (PPP-2012) (i.e., MSE bidder opted preference under PPP-2012 or not specified any preference)
 - PP-LC complied bidder (PP-LC)
- g.2) In case lowest bidder is a MSE bidder (MSE bidder opted preference under PPP-2012 or not specified any preference), the work (in line with tender evaluation criteria) shall be awarded to him without resorting to purchase preference to bidders complying with Local Content.
- g.3) In case lowest bidder is a PP-LC bidder, purchase preference shall be resorted to MSE bidder (MSE bidder opted preference under PPP-2012 or not specified any preference) as per provisions specified in the enquiry document w.r.t. PPP-2012 only.

Examples of Purchase Preference:

Non divisible item

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If L3 bidder matches the L1 price, order shall be placed on him, otherwise, option for matching the L1 price shall be given to L2 bidder (PP-LC).

Divisible item

L1 bidder is non MSE, non PP-LC bidder

L2 bidder is PP-LC (within 10%)

L3 bidder is MSE bidder (within 15%)

MSE bidder shall be given preference to match the L1 price. If bidder matches the L1 price, order shall be placed on him for the quantity specified in the bidding document. For the balance quantity (i.e. 50% of tendered quantity/value) option for matching the L1 price shall be given to L2 bidder (PP-LC). Balance quantity shall be awarded to natural lowest bidder.

For further clarification, in case an item has quantity 4 nos. then 1 no. can be given to MSE bidder, 2 to PP-LC bidder and left out 01 no. to natural L1 bidder.

Note:

The above two examples are not applicable to the Works Contracts since the Purchase Preference under PPP-2012 is not applicable to works contracts.

D. Failure of bidder in complying with the local content post award:

This shall be governed by the attached policy (PP-LC). Bidders to note that the financial penalty as per clause 9.4.1 of the policy shall be 10% of total contract value (exclusive of taxes and duties)

To ensure the recovery of above pre-determined penalty, payment against dispatch/shipping document shall be modified to the extent that the 10% payment out of this milestone payment shall be released after completion of this milestone as well as

submission of certification towards achievement of Local Content, as per provision of enquiry document. Alternatively, this payment can be released against submission of additional bank guarantee valid till completion schedule, plus 3 months or as required by purchasing company.

Balance provisions & other modalities shall be applicable as per the attached policy dated 25/04/2017 (PP-LC).

Appendix I to PP-LC Methodology

UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC
(IN CASE SEEKING BENEFIT OF PP-LC)

To,

M/s Hindustan Petroleum Corporation Ltd, Mumbai

SUB:

TENDER NO:

Dear Sir

We, M/s_____ (*Name of Bidder*) have submitted bid no..... against aforesaid tender.

We hereby confirm that we are eligible for benefit under Purchase Preference (linked with local content) and undertake that we meet the mandatory minimum Local content requirement of % (bidder to specify %age) as per policy requirement. The item wise/schedule wise/group wise for the items/groups/schedules/parts as per below table:

S no.	Item no./Group no./Schedule no. / Part no.	Status of meeting minimum local content (Yes / No)

The detailed break up is enclosed as Appendix IA.

We further confirm that in case we fail to meet the minimum local content, HPCL will take action as per provision of tender document.

Place:

[Signature of Authorized Signatory of Bidder]

Date:

Name:

Designation:

Seal:

Subject: Policy to provide Purchase preference (linked with local content) (PP – LC) in all Public Sector Undertakings under Ministry of Petroleum and Natural Gas.

1 Preamble

- 1.1 In tune with Make in India (MII) campaign in oil and gas sector, the Government has decided to incentivise the growth in local content in goods and services while implementing oil and gas projects in India, and
- 1.2 Whereas the Public procurement policy rests upon the core principles of competitiveness, adhering to sound procurement practices and execution of orders for supply of goods or services in accordance with a system which is fair, equitable, transparent, competitive and cost effective, and
- 1.3 Whereas, the local content can be increased through partnerships, cooperation with local companies, establishing production units in India or Joint Ventures (JV) with Indian suppliers, increasing the participation of local employees in services and training them etc.
- 1.4 Whereas incentivising enhanced local content in the procurement of goods and/or services in oil and gas business activities would lead to increased local industry content;
- 1.5 Therefore, the Ministry of Petroleum and Natural Gas (MoPNG) has decided to stipulate the following policy for providing Purchase Preference to the manufacturers/ service providers having the capability of meeting/ exceeding the local content targets in oil and gas business activities;
- 1.6 This policy considers the Local Content (LC) as the added value brought to India through the activities of the oil and gas industry. This may be measured (by project, affiliate, and/or country aggregate) and undertaken through Workforce development and investments in supplier development through developing and procuring supplies and services locally.

2 Definitions

- 2.1 **Oil and Gas Business Activity** shall comprise of Upstream,

Midstream and Downstream business activities.

- 2.2 **Domestic products** shall be goods and/or service (including design and engineering), produced by companies, investing and producing in India.
- 2.3 **Local Content** hereinafter abbreviated to LC shall be the value of local components in goods, service and EPC contracts, indicated in percentage.
- 2.4 **Domestic Manufacturer** shall be business entity or individual having business activity established under Indian law and producing products domestically.
- 2.5 **Supplier** of goods and/or provider of service shall be a business entity having capability of providing goods and/or service in accordance with the business line and qualification thereof.
- 2.6 **Steering Committee** means the committee to be constituted by MoPNG to provide effective guidance and to oversee the implementation of the Policy on a regular and continuing basis.
- 2.7 **Verification** shall be an activity to verify the accomplishment of LC by domestic manufacturers and/or suppliers of goods and/or providers of service with the data obtained or collected from respective business activities.
- 2.8 **Purchase preference:** Where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the bidder concerned, at the lowest valid price bid.
- 2.9 **Local Content (LC)** in Goods shall be the use of raw materials, design and engineering towards manufacturing, fabrication and finishing of work carried out within the country.

- 2.10 **Local Content (LC)** in Services shall be the use of services up to the final delivery by utilizing manpower (including specialist), working appliance (including software) and supporting facilities carried out within in the country.
- 2.11 **Local Content (LC)** in EPC contracts shall be the use of materials, design and engineering comprising of manufacturing, fabrication, assembly and finishing as well as the use of services by utilizing manpower (including specialist), working appliance (including software) and supporting facility up to the final delivery, carried out within the country.
- 2.12 **Factory overhead cost** shall be indirect costs of manpower, machine/working appliance/facility and the whole other fabrication costs needed to produce a unit of product with the cost not chargeable directly to specified product.
- 2.13 **Company overhead cost** shall be costs related to the marketing, administration and general affairs cost of the company.
- 2.14 **Indian Company** means a company formed and registered under the Companies Act, 2013.
- 2.15 **Foreign company** means any company or body corporate incorporated outside India which— (a) has a place of business in India whether by itself or through an agent, physically or through electronic mode; and (b) conducts any business activity in India in any other manner.
- 2.16 **Target Purchase Preference** is the LC in percentage for the period in force, as set out in the Enclosure-I.

3. Scope

- 3.1 The regulation shall be intended to:
- 3.1.1 Support and boost the growth of domestic manufacturing sector so as to be able to support oil and natural gas business activities and contribute added value to economy, absorb manpower as well as have national, regional and international competitiveness;
- 3.1.2 Support and boost the growth of innovation/technology of domestic manufacturing sector.

3.2 This policy shall apply to all the Public Sector Undertakings and their wholly owned subsidiaries under the Ministry of Petroleum and Natural Gas; Joint Ventures that have 51% or more equity by one or more Public Sector Undertakings under the Ministry of Petroleum and Natural Gas; attached and subordinate offices of MoPNG.

3.3 This policy shall not include goods/ services falling under Micro Small and Medium Enterprises (MSME) or Domestically Manufactured Electronic Products (DMEP), as those products/ services are already covered under specific policy. However, an option would be given in the tender for the bidder to declare preference for seeking benefit under PP-LC/MSME or DMEP.

4. Procurement

4.1 The procuring companies shall follow their own procurement procedures. Aggregation of annual requirements and such other procurement practices, which facilitate the implementation of this policy, may be adopted by procuring companies.

4.2 The producers of goods and/or providers of services shall be obliged to fulfil the requirements of quality and delivery time in accordance with the provisions of the respective contracts of goods and services.

5. Purchase Preference- Linked with Local Content (LC)

5.1 The following provisions may be considered for LC linked Purchase Preference:

5.1.1 In supporting the growth of domestic products, the target of Local Content (LC) in the oil and gas business activities shall be set as contained in Enclosure-I. The manufacturers/ service providers having the capability of meeting/ exceeding the local content targets shall be eligible for 10% purchase preference under the policy, i.e. LC manufacturers/ LC service providers respectively as described below.

5.1.2 Wherever the goods/ services are procured under this policy, eligible (techno-commercially qualified) LC manufacturers / LC service providers may be granted a purchase preference of 10%, i.e. where the quoted price is within 10% of the lowest price, other things being equal, purchase preference may be granted to the eligible (techno-commercially qualified) LC manufacturers /service providers concerned, at the lowest valid price bid.

5.1.3 Goods: The tender for procuring goods would specify that the contract for 50% of the procured quantity would be awarded to the lowest techno-commercially qualified LC manufacturer/ supplier, subject to matching with L1, if such bidders are available. The remaining will be awarded to L1 (i.e. Non Local Content (NLC) manufacturer / supplier not meeting prescribed LC criteria).

5.1.3.1 However, if L1 bidder happens to be a LC manufacturer, the entire procurement value shall be awarded to such bidder;

5.1.3.2 If in the opinion of the procuring company, the tenders (procured quantity) cannot be divided in the prescribed ratio of 50:50, then they shall have the right to award contract to the eligible LC manufacture for quantity not less than 50%, as may be divisible.

5.1.3.3 In continuation to 5.1.3.2 above, if the tendered item is non divisible, (to be included in the tender document by procuring company) the contact can be awarded to the eligible LC manufacturer for the entire quantity,

5.1.4 Services/ EPC Contracts: The tender for oil and gas services/ EPC contracts shall not normally be split. For such procurement the tender would specify that the entire contract would be awarded to the lowest techno-commercially qualified LC service provider, subject to matching with L1, if such bidders are available and L1 bidder is not a LC service provider. However, tender for certain oil & gas services can normally be split, in such cases, splitting shall be allowed and specified in tender document. Such services shall follow the procedure outlined for goods as described in para 5.1.3. The procuring company should clearly specify in the tender document whether the tender shall be split or not.

5.1.5 For para 5.1.3 and 5.1.4 above, only those LC manufacturers/ service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

5.1.6 The tender conditions would ensure that local content in oil & gas products is encouraged. However, the procuring company may incorporate such stipulations as may be considered necessary to satisfy themselves of the production capability and product quality of the manufacturer.

5.1.7 The procedure for award under the policy along with some examples of typical procurement scenarios is at Enclosure-V.

6. Determination of LC

6.1 LC of goods

6.1.1 LC of goods shall be computed on the basis of the cost of domestic components in goods, compared to the whole cost of product. The whole cost of product shall be constituted of the cost spent for the production of goods, covering: direct component (material) cost; direct manpower cost, factory overhead cost and shall exclude profit, company overhead cost and taxes for the delivery of goods.

6.1.2 The criteria for determination of the local content cost in the goods shall be as follows:

- a) in the case of direct component (material), based on country of origin;
- b) in the case of manpower, based on INR component; and
- c) in the case of working equipment/facility, based on the country of origin.

6.1.3 The calculation of LC of the combination of several kinds of goods shall be based on the ratio of the sum of the multiplication of LC of each of the goods with the acquisition price of each goods to the acquisition price of the combination of goods.

6.2 LC of service

6.2.1 LC of Service shall be calculated on the basis of the ratio of service cost of domestic component in service to the total cost of service.

6.2.2 The total cost of service shall be constituted of the cost spent for rendering of service, covering:

- a) cost of component (material) which is used;
- b) manpower and consultant cost; cost of working equipment/facility; and
- c) general service cost, excluding profit, company overhead cost, taxes and duties.

6.2.3 The criteria for determination of cost of local content in the service shall be as follows:

- a) in the case of material being used to help the provision of service, based on country of origin;
- b) in the case of manpower and consultant based on INR component of the services contract;
- c) in the case of working equipment/facility, based on country of origin; and
- d) in the case of general service cost, based on the criteria as mentioned in clauses a, b, and c above.
- e) Indian flag vessels in operation as on date.

6.3 **Determination of Local Content:** The determination of local content of the working equipment/facility shall be based on the following provision: working equipment produced in the country is valued as 100% (one hundred percent) local content; working equipment produced abroad is valued as much as nil (0% percent) local content.

6.4 **LC of the EPC Contracts:**

6.4.1 LC of EPC contracts shall be the ratio of the whole cost of domestic components in the combination of goods and services to the whole combined cost of goods and services.

6.4.2 The whole combined cost of goods and services shall be the cost spent to produce the combination of goods and services, which is incurred on work site. LC of the combination of goods and services shall be counted in every activity of the combination work of goods and services.

6.4.3 The spent cost as mentioned in paragraph 6.4.2 shall include production cost in the calculation of LC of goods as mentioned in clause 6.1.1 and service cost in the calculation of LC of services as mentioned in clause 6.2.2.

6.5 **Calculation of LC and Reporting**

6.5.1 LC shall be calculated on the basis of verifiable data. In the case of data used in the calculation of LC being not verifiable, the value of LC of the said component shall be treated as nil.

6.5.2 Formats for the calculation of LC of goods, services as well as EPC contracts may be seen at in Enclosure-II, Enclosure-III and Enclosure-IV.

7 Certification and Verification

7.1 Manufacturers of goods and/or providers of service, seeking Purchase Preference under the policy, shall be obliged to verify the LC of goods, service or EPC contracts with the provision as follows:

7.1.2 At bidding stage:

- a) Price Break-up:
 - The bidder shall provide break-up of "Local Component" and "Imported Component" in the price format
 - Bidder must have LC in excess of the requirement specified in **Enclosure-I.**
- b) Undertaking by the bidder:
 - The bidder shall submit an undertaking along with the bid stating that the bidder meets the mandatory minimum LC requirement, and such undertaking shall become a part of the contract.
 - Bidder shall also submit the list of items / services to be procured from Indian manufacturers / service providers.
- c) Statutory Auditor's Certificate:
 - The Undertaking submitted by the bidder shall be supported by a certificate from Statutory Auditor engaged by the bidder certifying that the bidder meets the mandatory local content requirements of the project.

7.1.3 After Contract Award:

- a) In the case of procurement of goods and/or services with the value less than Rs. 5 Crore (Rupees Five Crore), the LC content may be calculated (self-assessment) by the supplier of goods and/or the provider of services and certified by the Director/Authorised representative of the company.
- b) The verification of the procurement of goods, service or EPC contracts with the value Rupees Five Crore and above shall be carried out by a Statutory Auditor engaged by the bidder.

- 7.2 Each supplier shall provide the necessary local-content documentation to the statutory auditor, which shall review and determine that local content requirements have been met, and issue a local content certificate to that effect on behalf of procuring company, stating the percentage of local content in the good or service measured. The Auditor shall keep all necessary information obtained from suppliers for measurement of Local Content confidential.
- 7.3 The Local Content certificate shall be submitted along with each invoice raised. However, the % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the pro-rata local content requirement. In case, it is not satisfied cumulatively in the invoices raised up to that stage, the supplier shall indicate how the local content requirement would be met in the subsequent stages.
- 7.4 As regards cases where currency quoted by the bidder is other than Indian Rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.
- 7.5 The Procuring Company shall also have the authority to audit as well as witness production processes to certify the achievement of the requisite local content

8 Governance and Supervision

- 8.1 A Steering Committee will be constituted by MoPNG to provide effective guidance and to oversee the effective implementation of the Policy including review and amendments required therein. The Steering Committee may consider representations on target Local Content in goods, services and EPC and modify the policy accordingly.
- 8.2 The Steering Committee shall annually conduct a review of the policy implementation which shall specifically cover the issue of whether there has been adequate competition, and whether the policy has resulted in any reduction in competition/ exclusion of non-local bidders or any cost increase to the purchasing PSU, particularly in respect of services & works contracts.

9 **Sanctions**

9.1 The Procuring companies shall impose sanction on manufacturers/ service providers not fulfilling LC of goods/ services in accordance with the value mentioned in certificate of LC.

9.2 The sanctions may be in the form of written warning, financial penalty and blacklisting.

9.3 In the event that a manufacturer or supplier of goods and/or provider of services does not fulfil his obligation after the expiration of the period specified in such warning, the procuring company can initiate action for blacklisting such manufacturer/supplier/service provider.

9.4 A manufacturer and/or supplier of goods and/or provider of services who has been awarded the contract after availing Purchase Preference is found to have violated the LC provision, in the execution of the procurement contract of goods and/or services shall be subject to financial penalty specified in clause 9.4.1.

9.4.1 The financial penalty shall be over and above the PBG value prescribed in the contract and shall not be more than an amount equal to 10% of the Contract Price.

10. **Clarification on Goods/ Services:** Any issue regarding the coverage of a particular good/ service under the proposed policy would be referred to the Steering Committee for clarification.

11. **Time Period:** The Policy shall be applicable for 5 years. Except for 2017-18, the Policy shall not be continued unless, the Steering Committee by September 30th of each year, concludes a review as per para 8.2 of the Policy and recommends continuation of the Purchase Preference.

Enclosure -I

**Table 1: TARGET OF LOCAL CONTENT OF GOODS/SERVICE IN
UPSTREAM OIL AND GAS BUSINESS ACTIVITIES**

Sl. No	Item	Local Content (%)		
		2017- 2018	2018- 2020	2020- 2022
A.	Goods			
1	Tubular (Drilling Pipe, Drill Collar, Casing, Line Pipes, Tubing, etc.)	50	55	60
2	Drilling Mud/Chemicals/Oil Well Cement	40	45	50
3	Pumping Unit	30	35	40
4	Machinery & Equipment	20	25	30
5	Premium Bits	10	15	20
6	Wellhead & X-mass tree			
	a. Onshore	40	45	50
	b. Offshore	10	10	15
7	Down Hole Tools			
	a. Onshore	20	25	30
	b. Offshore	10	10	15
8	Well Completion / Artificial Lift Equipment			
	a. Onshore	20	25	30
	b. Offshore	10	10	15
9	Fuel Oil	10	10	15
10	Lubricant	5	10	10
11	Other Goods	5	10	10
B.	Services	30	35	40
	Survey, Seismic and Geology Studies			
	a. Onshore	50	50	55
	b. Offshore	10	10	15
2	Logging Services			
	a. Onshore	20	25	30
	b. Offshore	10	10	15
3	Mud Logging	40	45	50
4	Chartering of Rigs			
	a. Onshore	50	60	70
	b. Offshore	20	25	30
5	Specialized Drilling and Completion Services*	10	15	20
6	Engineering Procurement Construction & Installation (EPCI)			
	a. Onshore	50	55	60
	b. Offshore			
	(i) Pipeline Projects	20	30	35
	(ii) Well Platform Projects	20	30	35
	(iii) Process Platform Projects	20	30	35
	(iv) Revamp Projects	20	30	35
7	Logistics (including FPSO and Tankers)			
	a. Onshore	75	75	80
	b. Offshore	15	20	25

Sl. No	Item	Local Content (%)		
		2017-2018	2018-2020	2020-2022
8	Air Logistics	15	20	25
9	Dry-docking	50	55	60
10	Other Services	30	35	40
C.	Fabrications			
1	Drilling/Workover Rigs/WSS units Construction			
	a. Onshore	50	60	70
	b. Offshore	20	25	35
2	Offshore Vessels/Rigs Construction	20	25	35

- a. * Specialised Drilling and Well completion services include Direction Drilling, Whipstock, Milling, Coring, Cementing Services, Drilling fluid services, Completion & Production Services, WSS, Well Intervention Services, Fracturing and ROV etc.
- b. The policy is not applicable for Deep water/ HP-HT operations for the time being.
- c. The Charter Hiring of offshore vessels shall continue to be governed by DG, Shipping Guidelines. Indian Flag Vessels shall be considered as having 100% LC.

Table 2: TARGET OF LOCAL CONTENT OF GOODS/SERVICES IN MIDSTREAM AND DOWNSTREAM

Items	Local Content (%)		
	2017-18	2018-20	2020-22
Service Contracts	20%	22%	25%
Supply Contracts	20%	22%	25%
EPC Contracts (others)	30%	35%	40%

Note:

1. The proposed policy is not applicable for DMEP and MSME, there being specific policies for those products/ services.
2. The prescribed local content in the above Tables (Table 1 & Table 2) shall be applicable on the date of Notice inviting Tender.

Enclosure-II

CALCULATION OF LOCAL CONTENT-GOODS

Name of Manufacturer		Calculation by manufacturer Cost per one unit of product			
Cost component		Cost (Domestic component) a	Cost (imported component) b	Cost Total Rs/US\$ c= a+b	%Domestic Component d= a/c
I.	Direct material cost				
II.	Direct labour cost				
III.	Factory overhead				
IV.	Total production cost				

Note:

$$\% \text{ LC Goods} = \frac{\text{Total cost (IV.c)} - \text{Total imported component cost (IV.b)}}{\text{Total Cost (IV.c)}} \times 100$$

$$\% \text{ LC Goods} = \frac{\text{Total domestic component cost (IV.a)}}{\text{Total cost (IV.c)}} \times 100$$

CALCULATION OF LOCAL CONTENT- SERVICE

NAME OF SUPPLIER OF GOODS/PROVIDER OF SERVICE			Cost Summary				
			Domestic	Imported	Total	LC	
				Rs/US\$		%	Rs/US\$
	Cost component		b	c	d	e=b/d	f=dxe
A	I. Material used cost	Rs US\$					
	II. Personnel & Consultant cost	Rs US\$					
	III. Other services cost	Rs US\$					
	IV. Total cost(I to IV)	Rs US\$					
B	Taxes and Duties	Rs US\$					
C	Total quoted price	Rs US\$					

Note:

$$\% \text{ LC Service} = \frac{\text{Total cost (A. IV. d)} - \text{Total imported component cost (A. IV. c)}}{\text{Total cost (A. IV. d)}} \times 100$$

$$\% \text{ LC Service} = \frac{\text{Total domestic component cost (A. IV. b)}}{\text{Total cost (A. IV. d)}} \times 100$$

Enclosure -IV

CALCULATION OF LOCAL CONTENT – EPC (GOODS AND SERVICE)

A.	COST COMPONENT (Rs/US\$)	Cost Summary				
		Domestic	Imported Rs/US\$	Total	LC	
					%	Rs/US\$
		b	c	d	e=b/d	f=d x e
I	GOODS					
1.	Material used cost					
2.	Equipment cost					
3.	Sub Total I					
II	SERVICES					
1.	Personnel & Consultant Cost					
2.	Equipment & Work Facility Cost					
3.	Construction/Fabrication Cost					
4.	Other Services Cost etc					
5.	Sub Total II					
III	TOTAL COST GOODS + SERVICES					
B.	Non Cost Component					
C.	TOTAL QUOTED PRICE					

Note:

% LC Combination = Total domestic component cost of goods (A.I.3.b)+

$$\frac{\text{Total domestic component cost of service (A.II.5.b)}}{\text{Total Cost (A.III.d)}} \times 100$$

**PROCEDURE FOR AWARD AND SOME EXAMPLES OF TYPICAL
PROCUREMENT SCENARIOS**

1. Procedure for award of contacts under this policy shall be as follows:

1.1. Goods:

1.1.1. For oil and gas sector goods proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid meets prescribed LC as per Enclosure-I, the said bidder will be awarded full value of the order.

1.1.2. If L1 bid does not meet prescribed LC as per Enclosure-I, the value of the order awarded to L1 bidder will be the balance of procurement value after reserving specified percentage (50%) of the total value of the order for the eligible LC manufacturer. Thereafter, the lowest bidder among the eligible LC manufacturer, whether L2, L3, L4 or higher, will be invited to match the L1 bid in order to secure the procurement value of the order earmarked for the eligible LC manufacturer. In case first eligible LC manufacturer fails to match L1 bid, the next eligible LC manufacturer will be invited to match L1 bid and so on. However, the procuring company may choose to divide the order amongst more than one successful bidder as long as all such bidders match L1 and the criteria for allocating the tender quantity amongst a number of successful bidders is clearly articulated in the tender document itself.

1.1.3. In case all eligible LC manufacturers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.

1.1.4. Only those LC manufacturers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

1.1.5. Example 1 - Procurement of 50,000 MT Casing Pipes

It is intended to procure 50,000 MT casing pipes. The bid documents should specifically provide preference to LC manufacturers of casing pipes (having local content more than the prescribed level as per **Table 1**) in terms of 50% of procurement value subject to matching of L1 price and on satisfying technical specifications of the tender. Suppose there are five bids. Consider LC as the manufacturer meeting local content requirement (and within 10% of the L1 bidder) as per Table 1 (Attachment 1) and NLC as the manufacturer not meeting local content requirement.

Case 1: After opening of commercial bids, position is like L1: LC1, L2: NLC1, L3: NLC2, L4: NLC3 and L5: LC2, then work will be awarded to LC1 vendor.

Case 2A: After opening of commercial bids, position is like L1: NLC1, L2: NLC2, L3: NLC3, L4: LC1 and L5: LC2. NLC1 qualifies as L1, and LC1 is L4. Then LC1 shall have the option of providing 50% of the procurement value at L1 prices. NLC1 will get remaining 50% of the procurement value.

Case 2B: If LC1 refuses to undertake the tendered work at L1 prices, LC2 should be considered to supply at L1 prices.

Case 3: After opening of commercial bids, position is like L1: NLC1, L2: NLC2, L3: NLC3, L4: NLC4 and L5: NLC5. In this case, no vendor with prescribed local content is available, hence the full order will be awarded to NLC1.

1.2. Services/ EPC contracts:

1.2.1. For oil and gas services/ EPC contracts proposed to be procured, among all technically qualified bids, the lowest quoted price will be termed as L1 and the rest of the bids shall be ranked in ascending order of price quoted, as L2, L3, L4 and so on. If L1 bid meets prescribed LC as per **Enclosure- I**, the said bidder will be awarded full value of the order.

1.2.2. If L1 bid does not meet prescribed LC as per **Enclosure- I**, the lowest bidder among the eligible LC service provider, whether L2, L3, L4 or higher, will be invited to match the L1 bid. In case first eligible LC service provider fails to match L1 bid, the next eligible LC service

provider will be invited to match L1 bid and so on. The entire contract would be awarded to the lowest eligible service provider, subject to matching L1 bid.

1.2.3. In case all eligible LC service providers fail to match the L1 bid, the actual bidder holding L1 bid will secure the order for full procurement value.

1.2.4 Only those LC service providers whose bids are within 10% of the L1 bid would be allowed an opportunity to match L1 bid.

1.2.5 Example 2:

If for a tender where minimum specified LC is 15%, four bidders have been shortlisted for price bid opening and the status of the bidders is as below:

Sl. No	Bidder	Price quoted in Million USD	% of LC quoted
1	L1	200	10
2	L2	206	16
3	L3	210	16
4	L4	215	19

In the above case, L1 bidder has quoted lower than the minimum specified LC. L2, L3 and L4 bidders are achieving/exceeding the minimum LC as per Tender and are within 10% of quoted price of L1 bidder. Hence entire quantity shall be awarded to bidder, to L2 (or if L2 refuses, then L3, L4 in that order). Subject to matching L1 price.

Subject: Policy to provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas - reg.

Sir,

Please refer to MoPNG letter No. O-27011/44/2015-ONG-II/FP dated 25.04.2018 on the subject mentioned above vide which copy of "Policy to provide Purchase Preference (linked with local content) (PP-LC) in all Public Sector Undertakings under the Ministry of Petroleum and Natural Gas" was circulated.

2. In this connection, following modifications have been made in the said policy with approval of competent authority:

a. Removal of the word "equipment" from Para 6.1.2 (c), as follows:

"(c). in the case of working facility, based on the country of origin."

b. Local content for Onshore Drilling/ Workover Rigs/ WSS units Construction under Fabrication head in Sl. No. C.1.a. in Table 1 of Enclosure-I shall be modified as:

Sl. No	Item	Local Content (%)	
		2018-2020	2020-2022
C	Fabrications		
1	Drilling/ Workover Rigs/ WSS units Construction		
	a. Onshore	30	

c. First bullet under point a) (Price Break-up) in Para 7.1.2 (At bidding stage) shall be substituted as:

- "The bidder shall provide the percentage of local content in the bid."

d. **Para 7.1.2 (At bidding stage) (b) & (c) and 7.1.3 (After Contract Award) (a) & (b) shall be substituted with the following clause:**

"The bidder shall submit an undertaking from the authorised signatory of bidder having the power of Attorney alongwith the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract."

In cases of procurement for a value in excess of Rs 10 crores, the undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practising chartered accountant (in respect of other than companies) giving the percentage of local content.

However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practising cost accountant or practising chartered accountant giving the percentage of local content is also acceptable.'

e. Requirement of obtaining the list of items/ services to be procured from Indian Manufacturer/ service providers as per Para 7.1.2 (b) (second bullet) of the Policy shall be omitted.

3. The above modifications in PP-LC Policy will come into force with immediate effect.

Yours faithfully,

Vijay
31/12/18

(Vijay Sharma)

Director

Tel.: 23073069

Copy to: 1) US (Admn), MoPNG

2) Ms. Neelam Naval, PR, System Analyst (NIC): with request to upload this Order on website of MoPNG.

SPECIAL CONDITIONS OF CONTRACT (SCC)

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SPECIAL CONDITIONS OF CONTRACT (SCC)**1.0 PRELIMINARY**

- 1.1** Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract Works (GTC-Works) also referred to as General Terms & Conditions of Works, Schedule of Rates, specifications of work, drawings and any other document forming part of this Contract wherever the context so requires.
- 1.2** Notwithstanding the sub-division of the document into these separate Chapter and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the Contract so far as it may be practicable to do so.
- 1.3** Where any portion of the GTC-Works is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provision(s) of the Special Conditions of Contract shall be deemed to override the provision(s) of GTC-Works only to the extent that such repugnancies or variations in the Special Conditions of Contract are not possible of being reconciled with the provisions of GTC-Works.
- 1.4** Wherever it is stated in this Bidding Document that such and such a supply is to be affected or such and such a work is to be carried out, it shall be understood that the same shall be affected and/or carried out by the CONTRACTOR at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context. Contract Price shall be deemed to have included such cost.
- 1.5** The materials, design & workmanship shall satisfy the applicable relevant International / Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard / Specifications / Codes of practice for detailed specifications covering any part of the work covered in this bidding document, the instructions / directions of HPCL will be binding upon the CONTRACTOR.
- 1.6** In case of contradiction between relevant International / Indian standards, GTC-Works, Special Conditions of Contract, Specifications, Drawings and Price Schedule / Schedule of Rates, the following shall prevail in order of precedence.
 - a. Detailed Order along with Statement of Agreed Variations, if any, and its enclosures.
 - b. Price Schedule / Schedule of Rates with Quantities.
 - c. Letter of Award (LOA)/Letter of Intent (LOI)
 - d. Scope of Work/Supply/ Job / Particular Specifications (Tender specific)
 - e. Technical / Material Specifications
 - f. Drawings

- g. Special Conditions of Contract (SCC)
- h. Agreed Terms and Conditions(A.T.C.)
- i. Instructions to Bidders (ITB) /Request for Quotation (RFQ)
- j. General Terms and conditions(Works) (GTC- Works)
- k. Relevant Indian / International Standards/ Specifications.

The provisions given above shall prevail over the order of precedence given in clause 1.7 of General Terms & Conditions of Works Contract.

- 1.7** It will be CONTRACTOR's responsibility to bring to the notice of Engineer-In-Charge any irreconcilable conflict in the contract documents before starting the work (s) or making the supply with reference to, which the conflict exists.
- 1.8** In the absence of any Specifications covering any material, design or work(s) the same shall be performed/supplied/executed in accordance with standard engineering practice as per the instructions/directions of the Engineer-In-Charge, which will be binding on the CONTRACTOR.

2.0 DEFINITIONS

- i. The terms 'Bidder', 'Contractor', 'Seller', 'Supplier' or 'Vendor' stated anywhere in the Bidding Document carry the same meaning.
- ii. The terms 'Client', 'Owner', 'Purchaser' stated anywhere in the Bid Document refer to Hindustan Petroleum Corporation Limited (HPCL).
- iii. The term 'Contract', 'Order' stated anywhere in the Bidding Document carry the same meaning.
- iv. Any reference to the Govt. Acts / Regulations etc. in the Bidding Document is only indicative, and it is entirely for the Bidder to ascertain the applicable Acts/Regulations.
- v. except where the context requires otherwise, words indicating the singular also include the plural and words indicating the plural also include the singular; and
- vi. "day" means calendar day.
- vii. The words "un-incorporated Joint Venture (JV)" and "Consortium" have the same meaning.
- viii. "GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation

Cess, if applicable.

ix. **CONTRACT VALUE / CONTRACT PRICE**

- a. **SERVICES/JOB/WORKS CONTRACTS:** The contract value would mean the total cost inclusive of taxes, levies and all other costs at which the contract is awarded but exclusive of value of items in OWNER's scope of supply. This contract value shall also be used for calculation of price reduction.
- b. **LUMPSUM/TURNKEY CONTRACTS:** The contract value would mean the total cost and all other costs inclusive of taxes, duties, levies, freight etc. This contract value shall also be used for calculation of price reduction.

3.0 SCOPE OF WORK, SUPPLY OF MATERIALS, CONSTRUCTION UTILITIES / FACILITIES AND BID PRICES

3.1 SCOPE OF WORK AND SUPPLY OF MATERIALS

The scope of work covered in this Contract will be as described in particular job specifications, Technical specifications, Standard Specifications, Schedule of Rates etc. The scope of supply covered in this Contract will be as described in Particular Job Specifications, Technical Specifications, Standard Specifications, Schedule of Rates etc. It is however, explicitly understood that scope described is not limiting, in so far as the responsibilities of the contractor are concerned and shall include, inter alia, carrying out any and all works and providing any and all facilities as are required to complete the works in all respect. The entire work as per Scope of Work covered under this contract shall be treated as "Indivisible Works Contract".

Materials to be supplied by the Owner on free issue basis, if any, under this Contract will be as described in Particular Job Specifications. Clause no. 7.f of GTC-Works stands modified to the extent of same.

3.2 SINGLE POINT RESPONSIBILITY

The entire work as per Scope of Work covered under this contract shall be awarded on single point responsibility basis.

3.3 WATER, POWER AND LAND FOR RESIDENTIAL ACCOMMODATION

CONTRACTOR shall arrange and provide Construction Water, Drinking Water and Construction Power, at their own cost, to meet the contractual requirements. Non-availability of water and power due to any reasons shall not entitle the CONTRACTOR for any claim on OWNER on account of time and cost implications. The CONTRACTOR shall ensure at his cost that all electrical lines and equipment and all installation are approved by the State Electricity Inspector.

The OWNER shall not permit any land at site to be used for residential purposes for accommodation of the CONTRACOR's personnel and labour.

3.4 LAND FOR CONTRACTOR'S FIELD OFFICE, GODOWN AND WORKSHOP

The OWNER may provide the CONTRACTOR limited open land at work site, free of any liability to pay license fee to establish a temporary site office, storage yard & workshop. However, all such temporary facilities to be demolished/dismantled, area to be cleared of debris & handed over to Owner on completion of the job. Additional land, if any, shall be arranged by the CONTRACTOR outside the work site, on his own, within the quoted prices.

Please note that the CONTRACTOR shall only use porta cabins for their Site office.

3.5 FIXED AND FIRM PRICE

The contract prices shall remain fixed and firm & no escalation in price on any account shall be admissible to the CONTRACTOR until the completion of work covered under the Contract except for the variation in prices pursuant to clause no. 3.6 below and statutory variation in taxes & duties mentioned in clause no. 6.6. below.

3.6 VOID

3.7 CHANGE IN QUANTITIES

3.7.1 Clause no. 3.6 of GTC-Works stands replaced by the following:

The quantities indicated in the Tender are approximate. The approved schedule of rates of the contract will be applicable for variations upto plus or minus 25% of the contract value. No revision of schedule of rates will be permitted for such variations in the contract value, including any variations of individual quantities, addition of new items, alterations, additions/ deletions or substitutions of items, as mentioned above. Quantities etc. mentioned and accepted in the joint measurement sheets shall alone be final and binding on the parties.

4.0 COMPOSITE PERFORMANCE BANK GUARANTEE (CPBG)

4.1 In case of submission of security deposit, the same can also be furnished through e-payment.

4.2 In case contractor opts for submission of Composite Performance Bank Guarantee in line with clause no. 4 (b) of GTC-Works:

4.2.1 As a Contract Security, the Contractor to whom the work is awarded, within 30 (thirty) days of such award of contract shall furnish a Composite Performance Bank Guarantee in favour of the Owner in the form of an irrevocable and unconditional Bank Guarantee as per proforma approved by "Owner".

4.2.2 The Owner shall have an unqualified option under this guarantee to invoke the Composite Performance Bank Guarantee and claim the amount there under in the event of the Contractor failing to honour any of the commitments entered into under this Contract and/or in respect of any amount due from the Contractor to the "Owner". In case Contractor fails to furnish the requisite Composite Performance

Bank Guarantee as stipulated above, then the Owner shall have the option to terminate the Notification of Award of Work and forfeit the Bid Security/Earnest Money amount and no compensation for the works performed shall be payable upon such termination.

- 4.2.3 In the event completion of works is delayed beyond the scheduled Contractual Completion Date (CCD) for any reasons whatsoever, the Contractor shall get the validity of the Contract Performance Bank Guarantee (CPBG) suitably extended to cover the period mentioned above.
- 4.2.4 The Owner shall have an unqualified option under this guarantee to invoke the Contract Performance Bank Guarantee (CPBG) and claim the amount there under in the event of the Contractor failing to honour any of the commitments entered into under this Tender / Purchase Order and/or in respect of any amount due from the Contractor to the Owner.
- 4.2.5 Upon completion of the works as per Contractual Completion Date stipulated in the Order, the above said CPBG shall be considered to constitute the Contractor's warranty/guarantee for the work done by him or for the Works supplied and their performance as per the specifications and any other conditions against this Order. The warranty/guarantee shall remain in force for 12 months from the date of Completion.
- 4.2.6 The CPBG towards Security Deposit as well as Performance shall be held interest free and no bank charges shall be payable by Owner towards the CPBG submitted by the bidders.
- 4.2.7 The Release of CPBG shall be subject to clearances of dues to approved Sub-vendor, if any, for the contract.
- 4.2.8 The format of bank guarantee shall be as per format -"COMPOSITE BANK GUARANTEE FOR MOBILIZATION ADVANCE /SECURITY DEPOSIT/RETENTION MONEY /PERFORMANCE GUARANTEE attached to the tender.

5.0 EXECUTION OF WORK

5.1 CONTRACT DOCUMENT

- 5.1.1 The Contract Document shall consist of the following:
 - i) Original Bidding Document along with its enclosures issued.
 - ii) Amendment/Corrigendum to original Bidding Document issued, if any.
 - iii) Letter of Intent/ Acceptance/Award.
 - iv) Detailed letter of Award/Acceptance along with enclosures attached therewith.
 - v) Purchase Order placed by the Owner

5.2 TIME SCHEDULE

The work shall be executed strictly as per time Schedule mentioned in **Special terms and conditions(STC) in tender documents and Annexure-1 to SCC**. The period of completion given includes the time required for mobilization as well as testing, rectifications, if any, retesting and completion in all respects to the entire satisfaction of the Engineer-in-Charge.

5.3 PROTECTION OF EXISTING FACILITIES

The CONTRACTOR will familiarize himself in respect of all existing structures, overhead lines and existing pipelines and utilities existing at the job site before commencing work. The CONTRACTOR shall execute the work in such a manner that the said structures, utilities, pipelines etc. are not disturbed or damaged, and shall indemnify and keep indemnified the OWNER from and against any destruction thereof or damages thereto.

5.4 SUB-CONTRACTING

Bidding entity that submits its bid, qualifies and does not get the order because of its being not the lowest, it will be prohibited from working as a SUBCONTRACTOR for the CONTRACTOR who is executing the order.

5.5 CO-ORDINATION WITH OTHER AGENCIES

The work shall be carried out in such manner that the work of other agencies operating at the site is not hampered due to any action of the CONTRACTOR. The CONTRACTOR will be responsible for ensuring proper coordination with other agencies. In the event of any dispute between the CONTRACTOR and any other agency employed at the job site arising out of or related to the performance of the work, the decision of the Engineer-In-Charge shall be final and binding on the CONTRACTOR.

5.6 CONSTRUCTION EQUIPMENT AND ORGANIZATION

CONTRACTOR shall maintain equipment deployed and manpower engagement register (including skilled and unskilled labour) / Hindrance register as per format given by Engineer-in-Charge at site and should present the same to OWNER representatives whenever asked for.

Deduction under clause is in addition to Price adjustment for Delay applicable pursuant to GTC-Works clause no. 10. The provisions of GTC-Works clause no. 10 shall have no bearing on this clause.

5.7 LEADS

For the various works, in case of contradiction, leads mentioned in the Schedule of Rates shall prevail over those indicated in Technical Specifications.

5.8 QUALITY ASSURANCE/QUALITY CONTROL PROGRAMME

- 5.8.1 CONTRACTOR shall include in his offer the Quality Assurance Programme containing the overall quality management and procedures which is required to be

adhered to during the execution of contract. After the Acceptance/ Award of the tender, detailed quality assurance programme to be followed for the execution of contract under various divisions of works will be mutually discussed and agreed to.

- 5.8.2 The CONTRACTOR shall establish document and maintain an effective quality assurance system as outlined in recognized codes.
- 5.8.3 Quality Assurance System plans/procedures of the CONTRACTOR shall be furnished in the form of a QA manual. This document should cover details of the personnel responsible for the quality assurance, plans or procedures to be followed for quality control in respect of Design, Engineering, Procurement, Supply, Installation, Testing and Commissioning. The quality assurance system should indicate organizational approach for quality control and quality assurance of the construction activities, at all stages of work at site as well as at manufacturer's works and despatch of materials.
- 5.8.4 The OWNER or their representative shall reserve the right to inspect/witness, review any or all stages of work at shop/site as deemed necessary for quality assurance.
- 5.8.5 The CONTRACTOR has to ensure the deployment of quality Assurance and Quality Control Engineer(s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all code requirements. In case Engineer-In-Charge feels that CONTRACTOR's QA/QC Engineer(s) are incompetent or insufficient, CONTRACTOR has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-In-Charge.
- 5.8.6 In case CONTRACTOR fails to follow the instructions of Engineer-In-Charge with respect to above clauses, next subsequent payment due to him shall not be released unless and until he complies with the instructions to the full satisfaction of Engineer-In-Charge.

5.9 MAKE OF MATERIALS

- 5.9.1 The materials required to be supplied by the CONTRACTOR under this contract shall be procured only from OWNER approved vendors. Where the makes of materials are not indicated in the Bidding document CONTRACTOR shall furnish the details of makes and shall obtain prior approval of Engineer-in-Charge of vendors/sub-vendors before placing order.

5.10 CONDITIONS FOR ISSUE AND RECONCILIATION OF MATERIALS

- 5.10.1 No free issue material shall be provided by the Owner. Hence this clause is not applicable.

5.11 CERTIFICATE OF VERIFICATION & GOOD CONDITION

The CONTRACTOR shall before supply of material covered within the scope of supply at his own risks, cost and initiative undertake or cause to be

undertaken all tests, analysis and inspections as shall be required to be undertaken with regard to the materials under the specifications and any codes, practices, orders and instructions with respect thereto and cause the results thereof to be recorded, reported or certified, as the case may be, and shall not offer for delivery or deliver any material which has not passed such tests/analysis or Inspection and which are not accompanied by the test results, reports and/or certificates in this behalf provided in the applicable specifications, code(s) and or practices.

On arrival of the material at site the CONTRACTOR shall give a written notice thereof to the Engineer-in-charge and Site engineer or Inspection Agency notified by the OWNER in this behalf to inspect the materials, and shall keep in readiness for the inspection the materials and the relevant test results, reports and certificates applicable thereto.

Notwithstanding any other provisions in the Contract documents for analysis or tests of materials and in addition thereto, the CONTRACTOR shall if so required by the Engineer-in-charge or site Engineer/Inspection Agency in writing at its own risks and costs, analysis, test, prove and/or weigh all materials (including incorporated materials) required to be analyzed, tested, proved and/or weighed by the Engineer-in-Charge or site Engineer/Inspection Agency and shall have such analysis/test conducted by the Agency(ies) or Authority(ies) if any, specified by the Engineer-in-Charge or site Engineer/Inspection Agency. The CONTRACTOR shall provide all equipment, labour, materials and other things whatsoever required for testing, preparation of the samples, measurement and/or proof of weightment of the material as directed by the Engineer-in-Charge or site Engineer/Inspection Agency.

If on inspection or proof, analysis or tests as aforesaid or otherwise the Engineer-in-Charge or site engineer/Inspection Agency nominated by the OWNER in this behalf is prima-facie satisfied that the material received is in conformity with the material requirements of the Bill of Materials, the description given in the shipping documents and in the CONTRACTOR'S invoices in this behalf and that the test reports/results/Certificates given in respect thereof are prima-facie in conformity with the relevant result(s), report(s), certificate(s) required in respect thereof in terms of the specifications and/or relevant codes and practices, and that the material appears to be prima-facie in good order and condition, the Engineer-in-charge shall issue to CONTRACTOR a Certificate of Verification and Good Condition in respect of such material, and this shall constitute the Certificate of Verification and Good Condition which is envisaged in the Contract documents.

Such certificate is only intended to satisfy the OWNER that prima-facie the material supplied by the CONTRACTOR is in order and shall not otherwise absolve the CONTRACTOR of his/its full responsibility under the contract in relation thereto, including in relation to specification fulfilment and/or performance

or other guarantees.

5.12 TESTS AND INSPECTION

- 5.12.1 The CONTRACTOR shall carry out the various tests as enumerated in the technical specifications of this bidding document and the technical documents that will be furnished to him during the performance of the work.
- 5.12.2 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the CONTRACTOR shall be carried out by CONTRACTOR at his own cost.
- 5.12.3 The work is subject to inspection at all times by the Engineer-in-Charge. The CONTRACTOR shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications of this bid document, the technical documents and the relevant codes of practice will be furnished to him during the performance of the work.
- 5.12.4 The CONTRACTOR shall provide for purposes of inspection access ladders, lighting and necessary instruments at his own cost.
- 5.12.5 Any work not conforming to execution drawings, specifications or codes shall be rejected forthwith and the CONTRACTOR shall carryout the rectifications at his own cost.
- 5.12.6 All results of inspection and tests will be recorded in the inspection reports, proforma of which will be approved by the Engineer-in-Charge. These reports shall form part of the completion documents
- 5.12.7 HPCL shall perform inspection and expediting of materials supplied from Indian and Foreign Sources.
- 5.12.8 Inspection and acceptance of work shall not relieve the CONTRACTOR from any of his responsibilities under this Contract.

5.13 **VOID**

5.14 **VOID**

5.15 **VOID**

5.16 **VOID**

5.17 INSURANCES

- 5.17.1 OWNER will obtain appropriate Marine Cum Erection Insurance Policy towards Owner's Interest in the Project.
- 5.17.2 CONTRACTOR shall obtain and maintain any and all other Statutory Insurance(s) required under Indian laws and regulations, including as listed clause no. 6.e.1 & 6.e.2 of GTC-Works except Fire Insurance under sl. no. 6.e.1-vii.
- 5.17.3 Contractor shall be liable to undertake insurance as applicable for his works under the Contract, equipment, labour and vehicles engaged in performance of the work at CONTRACTOR's own cost. The CONTRACTOR is required to maintain such

insurance policies in the joint name of OWNER and CONTRACTOR. However, wherever the CONTRACTOR has already has the insurance policies for their worker / equipment / Vehicle etc. proposed to be used at project site, the CONTRACTOR shall have the option either to get the new Insurance policy in the joint name of OWNER and CONTRACTOR or get the endorsement of existing policies from Insurers in the joint name of OWNER and CONTRACTOR. The responsibility to maintain adequate insurance coverage in this regard at all times during the period of Contract shall be that of CONTRACTOR alone. CONTRACTOR's failure in this regard shall not relieve him of any of his responsibilities and obligations under the contract.

- 5.17.4 CONTRACTOR shall provide the OWNER with a copy of all insurance policies and documents taken out by him in pursuance of the Contract. Such copies of documents shall be submitted to the OWNER immediately upon the CONTRACTOR having taken such insurance coverage and ensure revalidation/renewal etc., as may be necessary well in time.
- 5.17.5 Any loss or damage to the materials provided by owner to the contractor during handling, storage, erection, final test and commissioning, shall be to the account of CONTRACTOR, and the CONTRACTOR shall be exclusively responsible within the scope of supplies /services/ works to make good any damage or loss to the materials and works by way of repairs and/or replacement, as the case may be, pending insurance claim and no delay shall be made by the CONTRACTOR in repair/ replacement pending such claim.
- 5.17.6 In such case, the CONTRACTOR if authorized by OWNER shall raise the insurance claim in case of damage to the materials and/ or works and all supporting documents for such claims shall be handed over by the CONTRACTOR to the OWNER immediately. CONTRACTOR shall provide all assistance for such a claim. The CONTRACTOR shall bear the entire cost of arranging all documents/ information, facilitating inspection/ discussions by the officials/ surveyors deputed by the Insurer. The CONTRACTOR shall make all efforts to get settlement of claim at the earliest. In case insurance claim is raised by owner, CONTRACTOR shall provide all assistance for such claim including, but not limited to arranging all documents/ information, facilitating inspection/ discussions by the officials/ surveyors deputed by the Insurer.
- 5.17.7 CONTRACTOR shall be paid against any claim / loss suffered by him and which forms part of the insurance claim raised, based on amount recovered after settlement of claim / loss by insurer against insurance claim / loss falling under OWNER's policy after adjusting deductible, for loss caused to the contractor and falling in owner's policy scope as applicable.
- 5.17.8 CONTRACTOR shall be liable solely to adhere to the requirements of the insurer for settlement of claims without prejudice to the rights of OWNER / Insurer. During claim, the contractor is required to take all necessary steps including but not limited to the following steps ;,

- Timely information for conducting survey.
- Protecting the rights of Owner while issuing acknowledgements.
- Lodging of monetary claims in time and furnishing of requisite documents to surveyors/ Insurer.
- Taking necessary precautions so that the loss/ damage is not aggravated further. Damaged goods to be protected fully.

Any money received by the OWNER under any policy or policies of insurance shall be held by the OWNER for proportionate payment to the CONTRACTOR in respect of any appropriate repairs undertaken and/ or replacement(s) made by the CONTRACTOR. Should the CONTRACTOR fail to undertake in whole or part such repairs and/or replacement(s) and other works necessary consequent upon the occurrence of any contingency covered by such insurance, OWNER shall be entitled to get the work done in whole or parts for such repair/ replacement through any other agency, without prejudice to any other rights or remedies available to the OWNER, at the sole risk & cost of the CONTRACTOR.

5.18 STATUTORY APPROVALS

- 5.18.1 Obtaining statutory approvals, required as defined in CONTRACTOR's scope under Technical Scope of Work, shall be the responsibility of the CONTRACTOR. CONTRACTOR shall arrange the inspection of the works by the authorities and necessary co-ordination and liaison work in this respect. The application on behalf of the OWNER for submission to relevant authorities alongwith copies of required certificate complete in all respects shall be prepared and submitted by the CONTRACTOR well ahead of time so that the actual construction/commissioning of the work is not delayed for want of the approval/inspection by concerned authorities.
- 5.18.2 Statutory fees paid, if any, for all such inspections and approvals by authorities shall be deemed to be included in the quoted prices, if not specified otherwise.
- 5.18.3 Any change/addition required to be made to meet the requirements of the statutory authorities shall be carried out by the CONTRACTOR free of charge. The inspection and acceptance of the work by statutory authorities shall however, not absolve the CONTRACTOR from any of his responsibilities under this contract.
- 5.18.4 All statutory approvals other than specified under 5.19.1 above shall be obtained by OWNER and provided to the CONTRACTOR.

5.19 COMPLIANCE WITH LAWS

The CONTRACTOR shall abide by all applicable rules, regulations, statutes, laws governing the performance of works in India, including but not limited to the following:

- i. Contract Labour (Regulation & Abolition) Act 1970& the centre rules 1971 framed thereunder
- ii. Payment of Wages Act.
- iii. Minimum Wages Act.

- iv. OWNER's Liability Act.
- v. Factory Act.
- vi. Apprentices Act.
- vii. Workman's Compensation Act.
- viii. Industrial Dispute Act.
- ix. Environment Protection Act.
- x. Wild life Act.
- xi. Maritime Act.
- xii. Any other Statute, Act, Law as may be applicable.

5.20 ELECTRICAL CONTRACTOR'S LICENSE

The CONTRACTOR or its nominated SUB-CONTRACTOR(s), as the case may be, shall have a valid electrical CONTRACTOR's license for working in the State in which the job site is located. The CONTRACTOR shall furnish a copy of the same to Engineer-in-charge before commencement of any electrical work or work pertaining to Electrical System.

No electrical work or work pertaining to electrical system(s) shall be permitted to be executed without a valid electrical CONTRACTOR's license being produced by the CONTRACTOR or SUB-CONTRACTOR, as the case may be, intending to execute the work.

5.21 LABOUR RELATIONS

5.21.1 In case of labour unrest/ labour dispute arising out of non-implementation of any law, the responsibility shall solely lie with the CONTRACTOR and he shall remove/resolve the same satisfactorily at his own cost and risk.

5.21.2 The CONTRACTOR shall deploy only duly qualified and competent personnel for carrying out the various jobs as assigned by the Engineer-In-Charge from time to time. The workmen deployed by the CONTRACTOR should also possess the necessary license etc., if required under any law, rules and regulations.

5.21.3 The following has been appended as sub clause no. 6.a.5 to clause no. 6.a of GTC:

"The CONTRACTOR shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his staff and labour and to preserve peace and protection of persons and property in the neighborhood of the Works against such conduct."

5.21.4 The following has been appended as sub clause no. 6.a.6 to clause no. 6.a of GTC:

"The CONTRACTOR shall not recruit personnel of any category from among those who are already employed by other agencies working at site but shall make maximum use of local labour available."

5.22 LABOUR LICENCE

5.22.1 Before starting of work, CONTRACTOR shall obtain a license from concerned

authorities under the Contract Labor (Abolition and Regulation) Act 1970, and furnish copy of the same to OWNER. The labour license for the appropriate labour shall be valid for the total contractual period including extended period, if any.

5.23 ESI / EPF

5.23.1 The CONTRACTOR shall cover all employees engaged by him or through SUB-CONTRACTORS under ESI as well as EPF Acts as per provisions of Acts and shall submit necessary records and returns in proof of compliance of these statutory enactments. CONTRACTOR shall defend, indemnify and hold the OWNER harmless from any liability or penalty which may be imposed by the Central, State, Local or other statutory authority for any violation of labour enactments or any other enactments, by the CONTRACTOR or his sub-CONTRACTOR.

5.24 PROVIDENT FUND

The CONTRACTOR shall strictly comply with the provisions of Employees Provident Fund Act and register themselves with RPFC before commencing work. The CONTRACTOR shall deposit Employees and OWNERS contributions to the RPFC every month. The CONTRACTOR shall furnish along with each running bill, the challan /receipt for the payment made to the RPFC for the preceding months.

In case the contractor does not submit the challan / receipt confirming payment of provident fund made to the RPFC for the preceding month along with their running bill, then suitable amount shall be hold/retained by the Owner while processing the payment. Such hold/retained amount shall be released after receipt of the above mentioned challan / receipt by HPCL. No interest shall be paid by HPCL on such hold/retained amounts.

5.25 HEALTH, SAFETY AND ENVIRONMENT (HSE), MANAGEMENT

5.25.1 VOID

5.25.2 The Contractor shall also be responsible to comply with code requirements of International Standard Organization (ISO), Occupational Safety & Health Administration (OSHA), ISO-14000 series, American Petroleum Institute (API) RP and other relevant international practices. In case of conflict between the requirements of the various specifications and/or the requirements specified in the bid document, the more stringent requirement shall be followed.

5.25.3 In case of noncompliance, Engineer-In-Charge shall give notice to the Contractor. In case of repeated failure of the Contractor, Engineer- In- Charge is free to take actions such as withholding of bills, heavy penalty etc. The quantum of such actions will be decided by the Engineer- In- Charge, considering the contract conditions.

5.25.4 The Sub-Contractor shall establish document and maintain an effective Health, Safety and Environment (HSE) management system. After the award of the contract, detailed Health, Safety and Environment (HSE) programme to be

followed for execution of contract under various divisions of works will be mutually discussed and agreed to.

The Sub-Contractor should be required to:

- Have in place a Safety Management System, approved by a recognized, approved authority.
- Prepare a project-specific Safety Plan for each Site
- Implement the Safety Plans.
- Ditto the above for Environmental Management

5.25.5 In case, Contractor fails to follow the instructions of Engineer-in-charge with respect to above clauses, next payment due to him shall not be released unless until he complies with the instructions to the full satisfaction of Engineer-in-charge.

5.26 **SUSPENSION OF WORKS**

Clause No. 5.e.1 of GTC-Works stands modified to the extent as follows:

If the suspension is ordered for reasons not attributable to the CONTRACTOR, then:

- a. Beyond 5 days of continuous suspension or beyond 30 days of Cumulative suspension, Contractor shall be entitled for an extension of the time equal to the period of suspension plus 25%.

5.27 **VOID**

5.28 **DIGITAL PAYMENTS**

In order to encourage and facilitate card / digital payments, in line with Office Memorandum of Ministry of Finance, Govt of India (F. No.-01/02/2015-Cy.II-Vol-V dtd 29th Feb, 2016) Vendor / contractor has to ensure all payments to Workmen, Subcontractors and Suppliers of Materials & Services are made in the form of e-Payment only, as per due dates, where ever applicable.

The Contractor has to ensure payment of wages through e payment only within stipulated time i.e. on or before 7th of following month of the wage period.

6.0 **PAYMENTS OF CONTRACTOR'S BILL**

6.1 **VOID**

6.2 **TERMS OF PAYMENT**

Payments shall be made to the CONTRACTOR as per the "Terms of Payment" as defined in **Special terms and conditions (STC) of the tender documents and Annexure-II to SCC.**

6.3 **"In the partial modification of clause 7. of GTC works, following shall be applicable**

6.3.1 Progress payment shall be made to the Contractor against running bills as per Order while withholding retention money (Where PBG has not been provided) as per the General Terms & Conditions of Work Contract.

Note :

- (i) All payments except final bill can be released in 2 (two) stages as follows :

75% of bill amount duly recommended by HPCL shall be paid in 7 days of receipt of certified bill at HPCL disbursement section. Balance 25% to be paid after verification / certification within 15 days of receipt of certified bill at HPCL disbursement section.

Final bill shall be paid within 30 days of receipt of certified bill at HPCL disbursement section, complete in all respects as per tender.

- (ii) Wherever possible payment shall be tendered to Contractor in electronic mode (e payment) through any of the designated banks. The Contractor will comply by furnishing the particulars of Bank account (mandate — as per Proforma attached in tender document) to which payment will be routed. Owner reserves the right to make payment in any alternate mode also. The Contractor shall provide accurate particulars of PAN number as required to enable issuance of TDS certificate.
- (iii) No Interest charges for delay in payments, if any, shall be payable by the Owner.
- (iv) Security Deposit / Performance Bank Guarantee shall be provided as per the provisions contained in General Terms and Conditions of Contract.
- (v) Bidders to note that Advance Payment is not permissible in the contract.

6.3.2 Contractor shall prepare the Bills/ Invoices State & Station wise.

6.3.3 Documents to be submitted along with Running Account (RA) Bill.

A. Bill Specific

i) Invoice in quadruplicate. Every invoice of the vendor shall contain invoice number, date, GSTIN number and HSN/SAC code (Harmonized system of Nomenclature/service accounting code) for the items being supplied or services being provided along with tax rate. GST shall be paid against receipt of Tax invoice and proof of payment of GST to Government. In case of non-receipt of tax invoice or non-payment of GST by the Contractor, HPCL shall withhold the payment of GST.

The Vendor shall mention their registration status (Registered / Composition / Unregistered) on the bill/invoice.

- ii) Measurement sheet duly signed by contractor and certified by HPCL.
- iii) Abstract of measurement sheet and work done till previous bill, the running and cumulative quantity certified by HPCL.
- iv) Documentary evidence towards payment of ESI, EPF etc. as per statute.
- v) Wage sheets for the labour engaged.

- vi) Undertaking that Contractor has complied with all statutory requirements including updating of QA/QC, CTE and other Registers as required under the Order during the period for which the progress payment has been claimed.
- vii) MTC, IRN for supply items.
- viii) Details / statement of Payments made to all approved sub-vendors along with relevant acquaintances pertaining to the payments

B. General

- i) Copy of valid Contractor's "All Risk Policy"(if applicable)
- ii) Copy of Indemnity Bond for Free Issue Material (if FIM applicable)
- iii) Copy of valid Employee Insurance Policy.
- iv) Copy of valid Workman Compensation Insurance Policy.
- v) Power of Attorney in the name of person signing the bill & person signing the Indemnity bond.
- vi) Any other document as required by HPCL.

6.3.4 Documents to be submitted along with Final Bill.

- i) Invoice in quadruplicate. Invoice of the vendor shall contain invoice number, date, GSTIN number and HSN/SAC code (Harmonized system of Nomenclature/service accounting code) for the items being supplied or services being provided along with tax rate. GST shall be paid against receipt of Tax invoice and proof of payment of GST to Government. In case of non-receipt of tax invoice or non-payment of GST by the Contractor, HPCL shall withhold the payment of GST.
The Vendor shall mention their registration status (Registered / Composition / Unregistered) on the bill/invoice.
- ii) Measurement Sheet duly signed by contractor and certified by HPCL
- iii) Abstract of measurement sheet with cumulative quantity certified by HPCL.
- iv) No-Claim Certificate declaring that there are no balances or pending Claims from HPCL towards the subject Order.
- v) No-Due declaration indicating that there are no balance dues to his sub-vendor / subcontractors along with the Final Bill.
- vi) Copies of statutory documents as required by HPCL.
- vii) Reconciliation statement of HPCL supplied material
- viii) Site clearance including dismantling of temporary store/office as instructed by HPCL.
- ix) All required technical documents stated elsewhere in the tender document.

6.4 **VOID**

6.5 **VOID**

6.6 **TAXES, DUTIES AND LEVIES AND STATUTORY VARIATIONS ON TAXES AND DUTIES**

6.6.1 **TAXES, DUTIES AND LEVIES ON MATERIALS/SERVICES/WORKS**

6.6.1.1 Following clauses shall be applicable in addition to the Clause no. 7.d.1 of GTC-Works

GST (CGST, SGST, IGST as applicable), Cess as applicable shall be reimbursed for the materials consigned to Corporation as per limits indicated in the offer against documentary evidence to be furnished by the supplier. Corporation shall pay only those taxes, duties and levies as indicated by Supplier at the time of bid submission/as agreed subsequently prior to opening of priced bids). Taxes/duties and/or levies not indicated by supplier in bid, but payable, shall be to Supplier's account. In case of any increase/decrease applicable in GST (CGST, SGST, IGST as applicable) ~~Customs Duty~~ and applicable Cess indicated with reference to limits mentioned in the offer/bid or new taxes/duties/levies imposed by the Indian Government through Gazette notification after the date of submission of last Price Bid but prior to contractual delivery date, the Corporation shall reimburse/adjust the increase/decrease in taxes & duties on satisfactory supporting documents.

The bidder shall keep HPCL indemnified from any demand from statutory/ local bodies on this account and any liability including statutory liability arising in future shall be borne & paid by the bidder. The tender shall be evaluated as per the taxes quoted by the bidder, however payment shall be made as per the taxes quoted by the bidder or rate charged by the contractor in tax invoice, whichever is less. Any extra liability due to wrong selection of HSN / SAC code at the time of bidding, shall be to bidder's account.

Variations of taxes and duties arising out of the amendments to the Central / State enactments, in respect of supply of goods / services covered under this bid shall be to HPCL's account, so long as:

- They relate to the period after bid due date / extended due date whichever is later) but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and

- The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices /documents for claiming Input Tax credit, wherever applicable.
- The statutory increase in taxes/duties (in case where quoted taxes are less than the taxes/ duties payable as per the statute) shall be payable only to the extent of taxes quoted by the vendor plus statutory increase in the taxes.
- In case a vendor quotes rates inclusive of all taxes, duties & levies etc. no statutory variation in taxes duties etc. shall be payable to the vendor.

Notwithstanding anything mentioned above, any change in direct tax laws (which includes income tax, corporate tax, profession tax and wealth tax) for which the Supplier is the responsible party, shall be to Contractor's account.

6.6.1.2 The Contract Price shall be inclusive of all deductions of taxes and duties and all applicable statutory deductions to be made from the payments. OWNER shall make from CONTRACTOR's bills such tax deductions as are required as per rules and regulations in force from time to time. Tax Deduction at Source (TDS) under Income Tax Act and GST act, if applicable, shall be deducted from the CONTRACTOR's Running Account Bills at applicable rate during currency of the contract.

6.6.2 Bidders shall quote basic item rates against each tender line item inclusive of all extras, tax, levies or statutory levies or cost as on closing date of the tender **except GST taxes** or (+/- % addition or reduction) over pre-defined estimated SOR lump sum Rate (where tender line(s) is/are defined as pre-defined estimated lumpsum bottom-line Rate for entire scope of work).

Taxes, levies or statutory levies or cost as applicable on closing date of the tender, other than GST, will be treated as included in Priced bid. Further, GST Taxes not indicated by vendor in the unpriced Bid, but payable, shall be considered included in quoted prices and the same shall be to Vendor/Contractor's account.

6.6.3 **GOODS & SERVICE TAX:**

6.6.3.1 The Vendor shall comply with all the provisions of the GST Act / Rules / requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HPCL to take Input Tax Credit.

6.6.3.2 In case of imports, vendor shall provide import documents and invoice fulfilling

the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.

- 6.6.3.3 In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods / service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.).
- 6.6.3.4 Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied, accrued to the Corporation on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.
- 6.6.3.5 The Vendor shall mention their registration status (Registered / Composition / Unregistered) on the bill/invoice. In case there is change in the Registration status of the vendor during the execution of the contract the same should be advised immediately. Due to change in the Registration status from Composition to Registered vendor etc. Corporation will not be liable for any additional tax payments.

6.6.4 Road Permit/Way Bill

- 6.6.4.1 Contractors shall arrange Road Permits/Waybills by themselves and comply with the statutory laws of the concerned state.
- 6.6.4.2 In case as per state laws the issuance of Road Permit/Waybill is to be arranged by the buyer, HPCL will arrange to issue Road Permit/Waybill. In case of imposition of any Tax the same shall be discharged by the buyer and the same will be adjusted against the payments due to vendors against their bills.

6.6.5 VOID

6.6.6 Evaluation of taxes & duties

- 6.6.6.1 Evaluation will be done inclusive of all taxes as under:

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

Unregistered vendors: The tax liability will be assessed and borne by HPCL under reverse charge and the same shall be loaded for the purpose of evaluating the bid.

Vendors under composition scheme: The rate is considered to be inclusive of all taxes and no separate tax shall be billed to HPCL and the bid shall be accordingly evaluated.

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

6.6.7 GSTIN Number

- 6.6.7.1 States where the supplies/services are required are given in the price schedule or elsewhere in the Bidding Document. GSTIN details of HPCL for these states

can be taken from our website www.hindustanpetroleum.com

6.6.7.2 Vendor is required to provide the GSTIN number of state from where supplies will be made to each of the HPCL delivery locations.

6.6.7.3 In case any changes are warranted during the execution of the contract with regard to change in state where delivery is required or change in the supply location of vendor, the same will be made with mutual consent.

6.6.8 FOREIGN EXCHANGE VARIATION

- a) Any foreign exchange rate variation on the actual CIF value of import content after bid due date and till Contractual Completion Period but subject to the maximum of such variation payable on quoted CIF value shall be to Owner's account. For the purpose of foreign exchange variation exchange rate based on Bill Selling rate of SBI shall be considered.
- b) Bidder shall indicate the date on which he has considered the (Bill selling rate of SBI) for declaring his import content. In case bidder does not specify the exchange rate considered by him, exchange rate as per bill selling rate of SBI shall be considered as on date of un-priced bid due date.
- c) Foreign Exchange rate variation on CIF content as referred above shall be payable on documentary evidence like Bill of Entry, Bank advice etc. Or any other document as sought by HPCL shall be submitted by the bidder along with each invoice for such adjustment.
- d) Notwithstanding anything contained herein, in case the CONTRACT period is extended due to reasons attributable to CONTRACTOR, any statutory increase in customs duties including any increase due to exchange fluctuations shall be borne by CONTRACTOR. However, any statutory decrease in customs duties including any decrease due to exchange fluctuations shall be passed on to the OWNER.

6.6.9 No variation shall be allowed on account of any taxes applicable outside India.

6.6.10 Notwithstanding the foregoing, OWNER shall not bear any liability in respect of:

- a) Personal taxes on the personnel deployed by the CONTRACTORS, his sub-CONTRACTORS and Agents, etc.
- b) The Corporate Taxes in respect of CONTRACTOR and his Sub-CONTRACTORS and other Agents, Indian or foreign based.

6.6.11 INCOME TAX & CORPORATE TAX

6.6.11.1 All prices must be gross of Indian Income Taxes. Income Tax deductions shall be made from all payments made to the Contractor as per the rules and regulations in force in accordance with the Income Tax Act prevailing from time to time.

6.6.11.2 Corporate Tax Liability if any shall be to Contractor's account.

6.6.11.3 Income tax will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.

6.6.11.4 The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961. In case of non-residents not having Permanent Account Number (PAN) the provisions of section 206AA shall not apply if the non-resident furnishes the following information/ documents:

- a. Name, e-mail id, contact number;
- b. Address in the country of which the deductee is a resident
- c. Tax Residency Certificate (TRC) from the Government of that country
- d. Tax identification number / unique number of the deductee in the country of his residence.

7.0 CONFIDENTIALITY

Neither OWNER nor CONTRACTOR nor their personnel, agents nor any sub-CONTRACTOR shall divulge to any one (other than persons designated by the party disclosing the information) any information designated in writing as confidential and obtained from the disclosing party during the course of execution of the works so long as and to the extent that the information has not become part of the public domain. This obligation does not apply to information furnished or made known to the recipient of the information without restriction as to its use by third parties or which was in recipient's possession at the time of disclosure by the disclosing party. Upon completion of the works or in the event of termination pursuant to the provisions of the contract, CONTRACTOR shall immediately return to OWNER all drawings, plans, specifications and other documents supplied to the CONTRACTOR by or on behalf of OWNER or prepared by the CONTRACTOR solely for the purpose of the performance of the works, including all copies made thereof by the CONTRACTOR.

8.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS

All foreign nationals coming to India for execution of Projects/Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

- i) Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organisation, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
- ii) Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.
- iii) Under no circumstances an Employment Visa is granted for routine, ordinary secretarial / clerical jobs.

Bidders are advised in their own interest to check latest Visa rules from Indian Embassy / High Commission in their country in case foreign nationals are required to be deputed to India during execution of the Contract.

9.0 PATENTS, INFRINGEMENT & INDEMNITY:

- 9.1 Seller shall protect and fully indemnify Purchaser from any claims for infringement of patents, copyright, trade mark or the like.
- 9.2 Seller shall also protect and fully indemnify Purchaser from any claims from Seller's workmen/employees, their heirs, dependents, representatives etc. Or from any other persons/persons or bodies/companies etc. for any act of commission or omission while executing this Order.
- 9.3 Seller shall be responsible for compliance with requirements under the laws and shall protect and indemnify completely Purchaser from any claims/penalties arising out of any infringements.

10.0 PRICE REDUCTION

Clause 10 of GTC-Works stands replaced by the following:

- 10.1 In case of any delay in completion of the work beyond the Contractual Completion Date(s) as specified for any intermediate milestone or total scope of work, the Owner shall be entitled to be paid Price Reduction by the Contractor. The price reduction shall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the delay subject to a maximum of 5% of the total contract value. The price reduction shall be recovered by the Owner out of the amounts payable to the Contractor or from any Bank Guarantees or Deposits furnished by the Contractor or the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract.
- 10.2 The Contractor shall be entitled to give an acceptable unconditional Bank Guarantee in lieu of such a deduction if Contractor desires any decision on a request for time extension.
- 10.3 Once a final decision is taken on the request of the Contractor or otherwise, the price reduction shall be applicable only on total contract value and on each full completed week(s) of delay (and for part of the week, a pro-rata price reduction amount shall be applicable).
- 10.4 This final calculation of price reduction shall be only on the value of the unexecuted portion/quantity of work as on the Contractual Completion Date subject to maximum of 5% of final executed job value against the purchase order (inclusive of all taxes & duties).
- 10.5 Contractor agrees with the Owner, that the above represents a genuine pre-estimate of the damages which the Owner will suffer on account of delay in the performance of the work by Contractor. The Contractor further agrees that the price reduction amount is over and above any right which owner has to risk purchase under Clause 12.4 of GTC and any right to get the defects in the work rectified at the cost of the contractor.

11.0 DELETED**12.0 GOVERNMENT OF INDIA NOT LIABLE**

It is expressly understood and agreed by and between the CONTRACTOR and the OWNER that the OWNER is entering into this agreement solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to this agreement and has no liabilities, obligations or rights there under. It is expressly understood and agreed that the OWNER is an independent legal entity with power and authority to enter into contract, solely in its own behalf under the applicable laws of India and general principal of Contract Law. The CONTRACTOR expressly agrees, acknowledges and understands that the OWNER is not an agent, representative or delegate of Govt. of India. It is further understood and agreed that the Govt. of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the contract. Accordingly, CONTRACTOR hereby expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Govt. of India arising out of this contract and covenants not to sue to Govt. of India as to any manner, claim, cause of action or thing whatsoever arising of or under this agreement.

13.0 JURISDICTION

The CONTRACT shall be governed by and constructed according to the laws in force in India. The CONTRACTOR hereby submits to the jurisdiction of the Courts situated at Mumbai for the purposes of disputes, actions and proceedings arising out of the CONTRACT, the courts at Mumbai only will have the jurisdiction to hear and decide such disputed, actions and proceedings.

14.0 ARBITRATION

14.1 Clause 14 of GTC works stands replaced by the following:

- 14.1.1 All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the contract, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the contract (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the contract to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- 14.1.2 The appointing authority shall nominate an officer/ retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Chief Manager

& above or any retired officer of the Central Government not below the rank of a Director to the Govt. of India, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer (employee) and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates.

- 14.1.3 In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority, shall nominate another person as aforesaid, to act as the Sole Arbitrator.
- 14.1.4 Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor.
- 14.1.5 It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- 14.1.6 The Award of the Sole Arbitrator shall be final and binding on the parties to the contract. The work under the Contract shall however, unless suspended by the Owner, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.
- 14.1.7 The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- 14.1.8 The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be Rs. 70,000/- per case for transportation contracts and Rs. 1,00,000/- for engineering contracts. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, and balance 50% on completion of arguments and receipt of award by the parties.
- 14.1.9 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.
- 14.1.10 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Mumbai for all purposes. The Arbitration shall be held at a place convenient to both parties and failing an agreement, the Arbitrator shall

decide the venue. The Arbitration shall be conducted in English language.

- 14.1.11 The Appointing Authority is the Functional Director of Hindustan Petroleum Corporation Limited.

14.2 ARBITRATION: PUBLIC SECTOR VS GOVERNMENT DEPT. VICE VERSA

In case of contracts/agreement to be executed between Public Sector Enterprises / Government Departments, following clause is applicable:

"In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible, then, the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary, Department of Legal Affairs ("Law Secretary"). The Arbitration & Conciliation Act, 1996 shall not be applicable to the Arbitration under this clause. The award of the arbitrator shall be binding upon the parties to the dispute, provided, however, that any party aggrieved by such award may appeal for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively. The said appeal should be filed within the period specified in the award of the arbitrator."

It is essential that, to avoid delay in nomination of arbitrator or initiation of arbitration proceeding, the Arbitration Clause or Agreement, as the case may be, is forwarded without fail at the time of making request for reference to the Law Secretary or Department of Legal Affairs.

15.0 VOID

16.0 FRAUDULENT PRACTICES

- 16.1 The OWNER requires that Bidders/Vendors/CONTRACTORS observe the highest standard of ethics during the award/execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the OWNER, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the OWNER of the benefits of free and open competition.
- 16.2 The OWNER will reject a bid for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.
- 16.3 Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids, if the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.
- 16.4 In case, the information/ document furnished by the Bidder/vendor/CONTRACTOR forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, OWNER shall have full right to terminate the contract and get the

remaining job executed at the risk & cost of such Bidder/Vendor/ CONTRACTOR without any prejudice to other rights available to OWNER under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.

- 16.5 In case, this issue of submission of false document comes to the notice after execution of work, OWNER shall have full right to forfeit any amount due to the Bidder/Vendor/CONTRACTOR along with forfeiture of CPBG/Security Deposit furnished by the Bidder/Vendor/CONTRACTOR.
- 16.6 Further, such Bidder/Vendor/ CONTRACTOR shall be put on Blacklist/Holiday/Negative List of OWNER debarring them from future business with OWNER for a time period, as per the prevailing policy of OWNER.

17.0 GRIEVANCE REDRESSAL MECHANISM

“For Grievance Redressal Mechanism, the Name Designation and Address of GRC members coordinator is as follows:

Deputy General Manager – Project Procurement,
Pipelines Department
Hindustan Petroleum Corporation Ltd
8, Shoorji Vallabhdas Marg,
Ballard Estate, Fort
Mumbai- 400001

COMPLETION PERIOD

The 260kWp Solar PV Plant is expected to be commissioned within 4 months from the date of issuing of LOI or Purchase Order whichever is earlier to the successful Bidder.

The estimated work and material supply schedule is as per table below:

1	Issue of LOI/ PO by HPCL	Zero date
2	Submission of Soil Test Report, Design Drawings, including SLD's , Layout, structure drawings etc.	Zero+ 21 days
3	Site Mobilisation, Site marking and civil works	Zero+ 35 days
4	Supply of Cables and BOS components	Zero + 56 days
5	Supply of MMS	Zero + 56 days
6	Supply of Inverter	Zero + 70 days
7	Supply of Solar Modules	Zero + 77 days
8	Approvals from CEIG/Local DISCOM etc for net metering	Zero+ 98 days
9	Installation & Commissioning of Plant with Net metering and site cleaning	Zero +105 days
10	Training, Project Documentation & Handing Over of Plant	Zero + 120 days

In event that the supplier is unable to complete the work within 4 months from the date of LOI /PO, the supplier would be penalized as per the GTC clauses.

This clause would not be applicable only if the 260 kWp Solar PV Plant is ready in all respect and the commissioning has been delayed due to the net metering permission from utility / DISCOM.

PAYMENT TERMS**Part A**

Sr. No.	Milestone	Payment % of Total PO Value
1	On approval of Design Drawings including SLD's, Layout, structure drawings etc.	5%
2	On Complete Supply of BOS to site	5%
3	On completion of Installation of MMS	10%
4	On Installation of Inverters, Electrical Panels, Termination of all AC Cables, Construction of Earth Chambers, Installation of LA	15%
5	On complete Installation of Solar Modules on MMS and complete DC Cabling from Solar Modules to Inverters	45%
6	Installation & Commissioning of Plant with Net Metering & Site cleaning	15%
7	On completion of Training & Documentation	5%

All payment will be released within 15 days, on receipt of the Invoice copy with BTS copy along with Consultants recommendation letter.

Part B: Comprehensive O & M

- i) The Annual Comprehensive O&M charges will be divided into 2 equal instalments. Each instalment will be released at the end of 6 months, the year to be counted from one year from the date of successful commissioning of the Grid Interactive Solar PV Systems.
- ii) The successful bidder will have to maintain a logbook at sites and get the same certified on a monthly basis from the maintenance head of the respective HPCL location. The log will be reviewed by HPCL and then each instalment will be released at the end of 6 months.
- iii) Payment will be released within 15 days from the date of receipt of the certified bills by the Disbursement section of HPCL.

**ANNEXURE - 10
(SPECIMEN)****10. BANK GUARANTEE FOR PERFORMANCE OF THE OBLIGATIONS OF
SUPPLIER / CONTRACTOR**

(on non-judicial stamp paper of appropriate value)

To,

Hindustan Petroleum Corporation Ltd.,
(Address as applicable)

IN CONSIDERATION OF THE HINDUSTAN PETROLEUM CORPORATION LTD. a

Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay - 400 020 (hereinafter called "the Corporation" which expression shall include its successors and assigns) having awarded to M/s _____ a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at _____ (hereinafter referred to as "the Supplier" which expression shall wherever the subject or context so permits includes its successors and assigns) a supply contract in terms inter alia, of "the Corporation's" Order No. _____ dated _____ and the General procurement conditions of "the Corporation" and upon the condition of "supplier's" furnishing security for the performance of "the Supplier's" obligations and/or discharge of "the supplier's" liability under and/or in connection with the said supply contract upto a sum of _____ (Rupees _____) amounting to 10% (ten percent) of the total contract value.

We, _____ (hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to "the Corporation" in rupees forthwith on demand in writing and without protest or demur of any and all moneys anywise payable by "the Supplier" to "the Corporation" under, in respect of or in connection with the said supply contract inclusive of all the Corporation's losses and damage and costs, (inclusive between attorney and client) charges, and expenses and other moneys anywise payable in respect of the above as specified in any notice of demand made by "the Corporation" to the Bank with reference to this Guarantee upto and aggregate limit of _____ (Rupees _____) and "the

Bank" hereby agrees with "the Corporation" that:

1. This Guarantee/Undertaking shall be a continuing Guarantee /Undertaking and shall remain valid and irrecoverable for all claims of "the Corporation" and liabilities of "the Supplier" arising upto and until midnight of _____
2. This Guarantee/Undertaking shall be in addition to any other guarantee or security whatsoever that "the Corporation" may now or any time anywise have in relation to "the

Supplier's obligation/liabilities under and/or connection with the said supply contract, and "the Corporation" shall have full authority to take recourse to or enforce this security in preference to the other security(ies) at its sole discretion and no failure on the part of "the Corporation" to enforcing or requiring enforcement to any other security shall have the effect of releasing "the Bank" from its full liability hereunder.

3. "The Corporation" shall be at liberty without reference to "the Bank" and without affecting the full liability of "the Bank" hereunder to take any other security in respect of "the Supplier's" obligation and/or liabilities under or in connection with the said supply contract and to vary the term vis-a-vis "the supplier" of the said supply contract or to grant time and/or indulgence to "the Supplier" or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forebear from enforcement of all or any of the obligations of "the supplier" under the said supply contract and/or the remedies of "the Corporation" under any other security(ies) now or hereafter held by "the Corporation" and no such dealing(s), variation(s) or other indulgence(s) or agreement(s) with "the supplier" or release of forbearance whatsoever shall have the effect of releasing "the Bank" from its full liability to "the Corporation" hereunder or of prejudicing rights of "the Corporation" against "the Bank".
4. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of "the supplier" but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to "the Corporation" in terms hereof.
5. "The Bank" hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of "the Bank" in terms hereof shall not be anyway affected or suspended by reason of any dispute having been raised by "the suppliers" (whether or not pending before any arbitrator, officer, tribunal or court) or any denial of liability by "the supplier" or any other order of communication whatsoever by "the supplier" stopping or preventing or purporting to stop or prevent any payment by "the Bank" to "the Corporation" in terms hereof.
6. The amount stated in any notice of demand addressed by "the Corporation" to "the Bank" as liable to be paid to "the Corporation" by "the supplier" or as suffered or incurred by "the Corporation" on account of any losses or damages or costs, charges/and/or expenses shall be as between "the Bank" and "the Corporation" be conclusive of the amount soliable to be paid to "the Corporation" or suffered or incurred by "the Corporation", as the case may be, and payable by "the Bank" to "the Corporation", in terms hereof.
7. Notwithstanding anything contained herein above :
 - i. Our liability under this guarantee shall not exceed `
 - ii. This Bank Guarantee shall be valid upto and including; and
 - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # *before the expiry of 30 days from the date of expiry of this guarantee.*

8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the agreement/contract or MOU entered into between "the supplier" and "the Bank" in this regard.

IN WITNESS Where of _____ Bank, has executed this document at
_____ on _____ 199 .

_____ Bank
(by its constituted attorney) (signature of
a person authorized to sign on behalf of "the
Bank")



BANK GUARANTEE IN LIEU OF EARNEST MONEY

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited

(Address as applicable)

IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The Corporation" which expression shall include its successor in business and assigns) issued a tender on Messrs. a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the Tenderer" which expression shall include its executors, administrators and assigns) against Tender no..... dated (hereinafter called "the tender" which expression shall include any amendments/ alterations to "the tender" issued by "the Corporation") for the supply of goods to/execution of services for "the Corporation" and "the Corporation" having agreed not to insist upon immediate payment of Earnest Money for the fulfilment of the said tender in terms thereof on production of an acceptable Bank Guarantee for an amount of `..... (Rupees only).

We, Bank having office at Bombay (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the Tenderer" hereby agree to pay to the Corporation without any demur on first demand an amount not exceeding `..... (Rupees only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non performance and fulfilment or for any breach on the part of "the Tenderer" of any of the terms and conditions of the said "tender".

2. We, Bank further agree that "the Corporation" shall be sole Judge whether the said "Tenderer" has failed to perform or fulfill the said "tender" in terms thereof or committed breach of any of the terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Tenderer" may be entitled to.
3. We, Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" to undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Tenderer" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.

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4. We, Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "tender"/or to extend time of performance by "the Tenderer" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Tenderer" and to forbear to enforce any of the terms and conditions relating to "the tender" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Tenderer" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the tenderer" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
 5. NOTWITHSTANDING anything hereinbefore contained, our liability under this Guarantee is restricted to ` (Rupees..... only). Our liability under this guarantee shall remain in force until expiration of six months from the due date of opening of the said "tender". Unless a demand or claim under this guarantee is made on us in writing within said period, that is, on or before all rights of "the Corporation" under the said guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.
 6. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in Writing.
 7. We, Bank lastly agree that "the Bank" 's liability under this guarantee shall not be affected by any change in the constitution of "the Tenderer".
 8. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Tenderer" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on this day of

For Bank

(by its constituted attorney)

(Signature of a person authorised

to sign on behalf of "the Bank")



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BIDDER'S GENERAL INFORMATION

Bid Document No.

To,

Hindustan Petroleum Corporation Limited.

1.1	Bidder Name:	
1.2	Address of Registered Office:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> City_____ District _____ State _____ PIN/ZIP _____
1.3	Operation Address if different from above:	<div style="border-bottom: 1px solid black; margin-bottom: 5px;"></div> City_____ District _____ State _____ PIN/ZIP _____
1.4	Telephone Number:	
1.5	Fax Number:	
1.6	Name & Mobile no. of Concerned person(s)	
1.7	E-mail address:	
1.8	Website:	
1.9	ISO Certification, if any	
1.0	GENERAL	
1.1	Income Tax PAN No. of the firm.	
1.2	Provident Fund Registration No. of the firm.	
1.3	ESI Registration No. of the firm	
1.4	GSTIN NO	
1.5	GSTIN REGISTRATION STATUS: a. REGISTERED BIDDER OR b. UN-REGISTERED BIDDER OR c. REGISTRATION UNDER COMPOSITION SCHEME	

PROFORMA FOR SUBMISSION OF DETAILS OF SPECIFIC EXPERIENCE

(AS CALLED FOR IN “EXPERIENCE CRITERIA REQUIREMENT” OF NOTICE INVITING TENDER / INVITATION FOR BIDS FOR QUALIFICATION OF THE BID)

Furnished below are the details required for meeting the qualifying requirements as called for in Experience Criteria of Invitation for Bids (IFB)/ Notice Inviting Tender (NIT):

(For applicability mark ☒ and Non applicability mark in ☐)

S. NO.	DESCRIPTION	DETAILS
Details of Work Order/Contract of “Similar Work(s)” executed by the Bidder in support of meeting Experience Criteria of BQC in Invitation for Bids (IFB)/ Notice Inviting Tender (NIT)		
1.	Name of Project and its location	
2.	Description of work	
2.1	In case of Composite work, value of : Qualifying Work: Rs.....	
3.	Name of Owner, Postal Address, Phone/ Fax No./ E-mail Address	
4.	Name of Consultant, Postal Address, Phone/ Fax No./ E-mail Address	
5.	Details of Work executed and its completed value	
	Milestone Dates	<ul style="list-style-type: none"> • Date of award : _____ • Starting date : _____ • Scheduled Completion Date : _____ • Actual Completion Date : _____ • Reasons for delay, if any : _____

S. NO.	DESCRIPTION	DETAILS
6.	Supporting Document for Experience Criteria	<ul style="list-style-type: none"> Whether copy of Work Order/ Contract Agreement enclosed YES NO Ref. No.: _____ dated Whether Completion Certificate enclosed. YES NO Ref. No.: _____ dated Date of Completion _____
7.	Whether Worked as Contractor directly with Client or Sub-contractor of Contractor	<p>Executed the Work as</p> <ul style="list-style-type: none"> Main Contractor () Sub-contractor () <p>In case of sub-contractor:- Please indicate the following:- (i) All activities of work were executed by the Sub-contractor. () Or Part activities were done by the Sub-contractor with the assistance from main Contractor. In such an event, following details shall be given:- Activities of work not done by Sub-contractor _____ Assistance provided by main Contractor _____</p>
8.	Supporting Document for Financial Criteria	<ul style="list-style-type: none"> Whether Audited Annual Financial Results of last three years is enclosed. YES NO If Yes, submitted for the financial years 1. _____ 2. _____ 3. _____

S. NO.	DESCRIPTION	DETAILS
9.	CONFIRMATIONS	BIDDER'S CONFIRMATION
9.1	Confirm that supporting documents as per Sl. No.6 & Sl. No. 8 above has been submitted.	Yes <input type="checkbox"/> No <input type="checkbox"/>

Confirmed that information furnished as per this format are correct and in case of any original document is required by Owner, the same shall be submitted by us for verification.

(SIGN OF BIDDER)

Notes:

- 1. Bidder to use separate format for different works.**
- 2. Owner reserve right to verify the documents by approaching issuers of the documents directly.**



FORM – III

PAST EXPERIENCE

SL. NO.	DESCRIPTION OF WORK	POSTAL ADDRESS OF CLIENT & NAME OF OFFICER IN CHARGE	CONTRACT VALUE	STARTING DATE	SCHEDULED COMPLETION DATE	ACTUAL COMPLETION DATE	REASONS FOR DELAY, IF ANY

(SIGN OF BIDDER)

**FORM -IV****BIDDER'S FINANCIAL DETAILS**

The Bidder shall indicate herein his annual turnover during preceding 3 years based on the audited balance sheet/profit & loss account statement.

FINANCIAL YEAR	ANNUAL TURNOVER (RS.)	NET WORTH (RS.)
2018-2019/ 2018		
2017-2018/ 2017		
2016-2017 / 2016		
AVERAGE ANNUAL TURNOVER FOR LAST THREE YEARS		

NOTE:

Copies of audited balance sheets with Profit & Loss account statement for last 3 years are enclosed along with the bid.

(SIGN OF BIDDER)



FORM -V

COMPLIANCE TO BID REQUIREMENT

Name of Work: _____

Bidding Document No. : _____

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding Documents and Addendum to the Bidding Documents for subject work issued by Owner.

We hereby further confirm any terms and conditions mentioned in our bid (Un-priced as well as Priced Part) shall not be recognized and shall be treated as null and void.

(SIGN OF BIDDER)



FORM – VI

BANK MANDATE FORM

1. Bidder Name :
2. Bidder Code :
3. Address of the Bidder :
4. Particulars of Bank Account of Bidder :
 - a. Name of the Bank :
 - b. Name of the Branch and Address of the Branch :
 - c. Branch Code :
 - d. 9-Digit MICR code Number of the Bank & Branch
(As appearing in the MICR Cheque issued by the bank)
(Please do not give multicurrency cheque book code Number)
 - e. Type of account (Saving Bank, Current or Cash Credit) :
 - f. Account Number :
 - g. RGTS/IFSC Code (11 digit) :
 - h. NEFT Code No. :
5. E-mail address of the Bidder :
6. Contact Person(s) of the Bidder :

I/we declare that the particulars given above are correct and complete and I/we accord our consent for receiving all our payments through Electronic Mechanism.

(Signature and designation of the Authorised person(s) of Bidder)

Official seal of the Bidder

Place :

Date :

BANK CERTIFICATION

Certified that the particulars furnished above are correct as per our records.

Place :

Date :

Signature of the Authorised Official of the Bank

Bank's Stamp



FORM -VII

BIDDER'S QUERIES

Bidder's to submit the pre bid queries, if any, on online portal within cut off date and time indicated on the portal. Bidders to note that they shall not be able to upload any query post cut off date.



FORM -VIII

DECLARATION

(To be submitted along with unpriced bid)

(M/s. _____) hereby declare / clarify that we have not been banned or delisted/blacklisted or Put on holiday by Government of India / Ministries of Government of India/Government of India Enterprises.

Stamp and Signature of Bidder

Note:

This Declaration should be on the letterhead of the Bidder and should be signed by a person competent and having the power of attorney to bind the Bidder.



FORM -IX

PROFORMA OF BANK GURANTEE SUBMITTED IN LIEU OF EARNEST MONEY DEPOSIT

ATTACHED SEPARATELY



FORM -X

PROFORMA OF PROMOTER MEMBER GURANTEE

ATTACHED SEPARATELY

DETAILS OF BUILT-IN-CIF VALUE OF IMPORT CONTENT, ITEM DETAIL OF IMPORT CONTENT AND RATES OF IMPORT DUTY CONSIDERED AND INCLUDED IN QUOTED FOT DESPATCH POINT PRICES UNDER PRICE SCHEDULE

DESCRIPTION			CIF value of Import Content included in quoted supply prices (In % of Quoted FOT Dispatch Point Price) (Currency _____)	Date of Exchange Rate (SBI Bill Selling) considered by Bidder	RATE OF IMPORT DUTY INCLUDED IN QUOTED SUPPLY PRICES				
For Item SI . No. as per MR	Description of Imported Items	Qty. of Imported Items (Unit____) *(1)			HSN Code	Basic Customs Duty	Cess (%)	IGST (%)	TOTAL CUSTOM DUTY (%)
	1	2	3	4	5	6	7	8	9
	i)_____								
	ii)_____								
	iii)_____								
	i)_____								
	ii)_____								
	iii)_____								
TOTAL CIF VALUE									
			<p>NOTE: * (1) Bidder shall indicate built-in CIF value along with quantities of import content and its description included in finished goods.</p> <p>(2) Bidder has to ensure that currency quoted in this format shall be same with the currency quoted in the main Price Schedule format for the built-in CIF value.</p> <p>(3) Bidder shall furnish the CIF content in this format only in %age of basic quoted price in online portal.</p>						

BID FORM

To: (Name and address of Owner/Consultant)

Date:

Gentlemen,

Having examined the Conditions of Contract and Specifications of tender document including Addendum(s) / Corrigendum(s) in respect of **Solar Plant at MPSPL Talegaon**, the receipt of which is hereby duly acknowledged, we the undersigned, offer to supply and delivery (Description of Goods and Services) in conformity with the said Drawings, Conditions of Contract and specifications for the same (total bid amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake if our bid is accepted, complete delivery as agreed and specified in the RFQ document. If our bid is accepted we will obtain the guarantee of a Bank in a sum not exceeding (10)% of the Contract price for the due performance of the Contract.

We agree to abide by this bid for a period of **120 days (for Public Tender)** from the date fixed for bid opening under Instructions to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof in your notification of award (Fax of Intent) shall constitute a binding Contract between us.

We understand that you are not bound to accept the lowest or any bid, you may receive.

Dated this Day of

Signature

.....

In the capacity of duly authorized to sign bid for an on behalf of

Witness

Address

Signature

GENERAL TERMS & CONDITIONS OF WORKS CONTRACT

1 PRELIMINARY

1.1 This is a Contract for execution of job as defined in tender document at the specified Location

1.2 The tenderer for the abovementioned item of work is the company/ proprietary concern/ individual (as per details & address mentioned in the unpriced bid) and undersigned (digitally) is authorized to submit the bid on behalf of tenderer.

1.3 The terms and conditions mentioned hereunder are the terms and conditions of the Contract for the execution of the work mentioned under item 1.1 above.

1.4 It is the clear understanding between Hindustan Petroleum Corporation Limited and the tenderer that in case the bid of tenderer is accepted by Hindustan Petroleum Corporation Limited and an intimation to that effect is so issued and also a Procurement Order is on the tenderer this document shall form part of the Contract between the parties and terms and conditions hereunder would govern the parties interest.

1.5 Interpretation of Contract Documents: All documents forming part of the Contract are to be taken mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract, the decision of the Owner/Engineer-in-Charge/Site-in-Charge shall be the final and the contractor shall abide by the decision. The decision shall not be arbitrable. Works shown upon the drawings but not mentioned in the specification or described in the specifications without being shown on the drawings shall nevertheless be deemed to be included in the same manner as if they are shown in the drawings and described in the specifications.

1.6 Special conditions of Contract : The special conditions of contract, if any provided and whenever and wherever referred to shall be read in conjunction with General Terms and Conditions of contract, specifications, drawings, and any other documents forming part of this contract wherever the context so requires. Notwithstanding the subdivision of the documents into separate sections, parts volumes, every section, part or volume shall be deemed to be supplementary or complementary to each other and shall be read in whole. In case of any misunderstanding arising the same shall be referred to decision of the Owner/ Engineer-in-Charge/Site-in-Charge and their decision shall be final and binding and the decision shall not be arbitrable.

It is the clear understanding that wherever it is mentioned that the Contractor shall do/performance a work and/or provide facilities for the performance of the work, the doing or the performance or the providing of the facilities is at the cost and expenses of the Contractor not liable to be paid or reimbursed by the Owner.

1.7 The Order of Precedence of documents shall be as follows with document at level 1 having the highest precedence.

1. Contract Agreement
2. Detailed Letter of Acceptance along with its enclosures
3. Letter of Award / Fax of Acceptance
4. Job Specifications (specific to particular job only)
5. Drawings
6. Special Conditions of Contract
7. Technical Specifications

8. Instructions to Bidders
9. General Conditions of Contract
10. Other Documents

Any amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its annexures

2. DEFINITIONS

In this contract unless otherwise specifically provided or defined and unless a contrary intention appears from the contract the following words and expressions are used in the following meanings;

2.1 The term "Agreement" wherever appearing in this document shall be read as "Contract".

2.2 The "Authority" for the purpose of this Contract shall be the **Chairman and Managing Director** or any other person so appointed or authorised.

2.3 The "**Chairman and Managing Director**" shall mean the Chairman and Managing Director of HINDUSTAN PETROLEUM CORPORATION LIMITED or any person so appointed, nominated or designated and holding the office of Chairman & Managing Director.

2.4 The "**Change Order**" means an order given in writing by the Engineer-in-Charge or by Owner to effect additions to or deletion from or alterations into the Work.

2.5 The "**Construction Equipment**" means all appliances and equipment of whatsoever nature for the use in or for the execution, completion, operation or maintenance of the work except those intended to form part of the Permanent Work.

2.6 The "**Contract**" between the Owner and the Contractor shall mean and include all documents like enquiry, tender submitted by the contractor and the procurement order issued by the owner and other documents connected with the issue of the procurement order and orders, instruction, drawings, change orders, directions issued by the Owner/Engineer-in-Charge/Site-in-Charge for the execution, completion and commissioning of the works and the period of contract mentioned in the Contract including such periods of time extensions as may be granted by the owner at the request of the contractor and such period of time for which the work is continued by the contractor for purposes of completion of the work.

2.7 "**The Contractor**" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Contractor's legal heirs, representative, successor(s) and permitted assignees.

2.8 The "**Drawings**" shall include maps, plans and tracings or prints thereof with any modifications approved in writing by the Engineer-in-Charge and such other drawings as may, from time to time, be furnished or approved in writing by the Engineer-in-Charge.

2.9 The "**Engineer-in-Charge or Site-in-Charge**" shall mean the person appointed or designated as such by the Owner and shall include those who are expressly authorised by the owner to act for and on its behalf.

2.10 "**The Owner**" means the **HINDUSTAN PETROLEUM CORPORATION LIMITED** incorporated in India having its Registered office at **PETROLEUM HOUSE, 17, JAMSHEDJI TATA ROAD, BOMBAY - 400020** and Marketing office at the address mentioned for this purpose in the tender header or their successors or assignees.

2.11 The "**Permanent Work**" means and includes works which form a part of the work to be handed over to the Owner by the Contractor on completion of the contract.

2.12 The "**Project Manager**" shall mean the Project Manager of **HINDUSTAN PETROLEUM CORPORATION LIMITED**, or any person so appointed, nominated or designated.

2.13 The "**Site**" means the land on which the work is to be executed or carried out and such other place(s) for purpose of performing the Contract.

2.14 The "**Specifications**" shall mean the various technical and other specifications attached and referred to in the tender documents. It shall also include the latest editions, including all addenda/corrigenda or relevant Indian Standard Specifications and Bureau Of Indian Standards.

2.15 The "Sub-Contractor" means any person or firm or Company (other than the Contractor) to whom any part of the work has been entrusted by the Contractor with the prior written consent of the Owner/Engineer-in-Charge/Site-in- Charge and their legal heirs, representatives, successors and permitted assignees of such person, firm or Company.

2.16 The "Temporary Work" means and includes all such works which are a part of the contract for execution of the permanent work but does not form part of the permanent work confirming to practices, procedures applicable rules and regulations relevant in that behalf.

2.17 The "Tender" means the document submitted by a person or authority for carrying out the work and the Tenderer means a person or authority who submits the tender offering to carry out the work as per the terms and conditions.

2.18 The "Work" shall mean the works to be executed in accordance with the Contract or part thereof as the case may be and shall include extra, additional, altered or substituted works as maybe required for the purposes of completion of the work contemplated under the Contract.

3. SUBMISSION OF TENDER

3.1 Before submitting the Tender, the Tenderer shall at their own cost and expenses visit the site, examine and satisfy as to the nature of the existing roads, means of communications, the character of the soil, state of land and of the excavations, the correct dimensions of the work facilities for procuring various construction and other material and their availability, and shall obtain information on all matters and conditions as they may feel necessary for the execution of the works as intended by the Owners and shall also satisfy of the availability of suitable water for construction of civil works and for drinking purpose and power required for fabrication work etc. Tenderer, whose tender may be accepted and with whom the Contract is entered into shall not be eligible and be able to make any claim on any of the said counts in what so ever manner for what so ever reasons at any point of time and such a claim shall not be raised as a dispute and shall not be arbitrable.

A pre-bid meeting may be held as per the schedule mentioned in the tender.

3.2 The Tenderer shall be deemed to have satisfied fully before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the schedule of quantities which rates and prices shall except as otherwise provided cover all his obligations under the contract.

3.3 It must be clearly understood that the whole of the conditions and specifications are intended to be strictly enforced and that no work will be considered as extra work and allowed

and paid for unless they are clearly outside the scope, spirit, meaning of the Contract and intent of the Owner and have been so ordered in writing by Owner and/or Engineer-in-Charge/Site-in-Charge, whose decision shall be final and binding.

3.4 Before filling the Tender the Contractor will check and satisfy all drawings and materials to be procured and the schedule of quantities by obtaining clarification from the Owner on all the items as may be desired by the Tenderer. No claim for any alleged loss or compensation will be entertained on this account, after submission of Tender by the Tenderer/Contractor and such a claim shall not be arbitrable.

3.5 Unless specifically provided for in the tender documents or any Special Conditions, no escalation in the Tender rates or prices quoted will be permitted throughout the period of contract or the period of actual completion of the job whichever is later on account of any variation in prices of materials or cost of labour or due to any other reasons. Claims on account of escalation shall not be arbitrable.

3.6 The quantities indicated in the Tender are approximate. The approved schedule of rates of the contract will be applicable for variations upto plus or minus 25% of the contract value. No revision of schedule of rates will be permitted for such variations in the contract value, including variations of individual quantities, addition of new items, alterations, additions/deletions or substitutions of items, as mentioned above. Quantities etc. mentioned and accepted in the joint measurement sheets shall alone be final and binding on the parties.

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

3.8 The Rates quoted by the Tenderer shall include Costs and expenses on all counts viz. cost of materials, transportation of machine(s), tools, equipments, labour, power, Administration charges, price escalations, profits, etc. etc. except to the extent of the cost of material(s), if any, agreed to be supplied by Owner and mentioned specifically in that regard in condition of Contract, in which case, the cost of such material if taken for preparation of the Contractor's Bill(s) shall be deducted before making payment of the Bill(s) of the Contractor. The description given in the schedule of quantities shall unless otherwise stated be held to include wastage on materials, carriage and cartage, carrying in and return of empties, hoisting, setting, fitting and fixing in position and all other expenses necessary in and for the full and complete execution and completion of works and in accordance with good practice and recognised principles in that regard.

3.9 Employees of the State and Central Govt. and employees of the Public Sector Undertakings, including retired employees are covered under their respective service conditions/rules in regard to their submitting the tender. All such persons should ensure compliance to the respective/applicable conditions, rules etc. etc. Any person not complying with those rules etc. but submitting the tender in violation of such rules, after being so noticed shall be liable for the forfeiture of the Earnest Money Deposit made with the tender, termination of Contract and sufferance on account of forfeiture of Security Deposit and sufferance of damages arising as a result of termination of Contract.

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

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

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

3.12 The works shall be carried out strictly as per approved specifications. Deviations, if any, shall have to be authorised by the Engineer-in-Charge/Site-in-Charge in writing prior to implementing deviations. The price benefit, if any, arising out of the accepted deviation shall be passed on to the Owner. The decision of Engineer-in-Charge shall be final in this matter.

3.13 The contractor shall make all arrangements at his own cost to transport the required materials outside and inside the working places and leaving the premises in a neat and tidy condition after completion of the job to the satisfaction of Owner. All materials except those agreed to be supplied by the Owner shall be supplied by the contractor at his own cost and the rates quoted by the Contractor should be inclusive of all royalties, rents, taxes, duties, octroi, statutory levies, if any, etc. etc.

3.14 The Contractor shall not carry on any work other than the work under this Contract within the Owner's premises without prior permission in writing from the Engineer-in- Charge/Site-in-charge.

3.15 The Contractor shall be bound to follow and ensure compliance to all the safety and security regulations and other statutory rules applicable to the area. In the event of any damage or loss or sufferance caused due to non-observance of such rules and regulations, the contractor shall be solely responsible for the same and shall keep the Owner indemnified against all such losses and claims arising from the same.

3.16 At any time after acceptance of tender, the Owner reserves the right to add, amend or delete any work item, the bill of quantities at a later date or reduce the scope of work in the overall interest of the work by prior discussion and intimation to the Contractor. The decision of Owner, with reasons recorded therefor, shall be final and binding on both the Owner and the Contractor. The Contractor shall not have right to claim compensation or damage etc. in that regard. The Owner reserves the right to split the work under this contract between two or more contractors without assigning any reasons.

3.17 Contractor shall not be entitled to sublet, sub contract or assign, the work under this Contract without the prior consent of the Owner obtained in writing.

3.18 All signatures in tender document shall be dated as well as all the pages of all sections of the tender documents shall be initialled at the lower position and signed, wherever required in the tender papers by the Tenderer or by a person holding Power of Attorney authorising him to sign on behalf of the tenderer before submission of tender.

3.19 The tender should be quoted in English, both in figures as well as in words. The rates and amounts tendered by the Tenderer in the Schedule of rates for each item and in such a way that insertion is not possible. The total tendered amount should also be indicated both in figures and words with the signature of tenderer.

If some discrepancies are found between the rates given in words and figures of the amount shown in the tender, the following procedure shall be applied :

- (a) When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the tenderer shall be taken as correct.
- (b) When the rate quoted by the tenderer in figures and words tallies but the amount is incorrect, the rate quoted by the tenderer shall be taken as correct.
- (c) When it is not possible to ascertain the correct rate in the manner prescribed above the rate as quoted in words shall be adopted.

3.20 All corrections and alterations in the entries of tender paper will be signed in full by the tenderer with date. No erasures or over writings are permissible.

3.21 Transfer of tender document by one intending tenderer to the another one is not permissible. The tenderer on whose name the tender has been sent only can quote.

3.22 The Tender submitted by a tenderer if found to be incomplete in any or all manner is liable to be rejected. The decision of the Owner in this regard is final and binding.

4. DEPOSITS

a) EARNEST MONEY DEPOSIT (EMD)

The tenderer will be required to pay a sum as specified in the covering letter, as earnest money deposit along with the tender either thru a crossed demand draft or a non-revokable Bank Guarantee in favour of Hindustan Petroleum Corporation Limited, from any Scheduled Bank (other than a Co-Operative Bank) payable at Mumbai in favour of Hindustan Petroleum Corporation Limited, Mumbai in the proforma enclosed **or through e-payment**. The earnest money deposit will be refunded after finalisation of the contract.

Note: Public sector enterprises and small scale units registered with National Small Scale Industries are exempted from payment of Earnest Money Deposit. Small scale units registered with National Small Scale Industries should enclose a photocopy of their registration certificate with their quotation to make their quotation eligible for consideration.

The Registration Certificate should remain valid during the period of the contract that may be entered into with such successful bidder. Such tenderers should ensure validity of the Registration Certificate for the purpose.

b) SECURITY DEPOSIT:

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

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

Composite Performance Bank Guarantee (CPBG) valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks, other than co-operative bank.

Quantum of Performance Bank Guarantee inclusive of Security Deposit should be as follows:

- All items (other than CVR items) : 10% of PO value
- For CVR items: r 10.0 lakhs or 5% of the order value whichever is lower. Composite

PBG of above value towards Performance Bank Guarantee inclusive of Security Deposit shall be accepted (in lieu of deduction of retention money of 10% from each bill); Such composite PBG shall be valid upto a period of 3 months beyond the expiry of defect liability period. Demand Draft should be drawn on Scheduled Banks (other than cooperative banks).

5. EXECUTION OF WORK

All the works shall be executed in strict conformity with the provisions of the contract documents and with such explanatory details, drawings, specifications and instructions as may be furnished from time to time to the Contractor by the Engineer-in-Charge/ Site-in-Charge, whether mentioned in the Contract or not. The Contractor shall be responsible for ensuring that works throughout are executed in the most proper and workman- like manner with the quality of material and workmanship in strict accordance with the specifications and to the entire satisfaction of the Engineer-in- Charge/Site-in-Charge.

The completion of work may entail working in monsoon also. The contractor must maintain the necessary work force as may be required during monsoon and plan to execute the job in such a way the entire project is completed within the contracted time schedule. No extra charges shall be payable for such work during monsoon. It shall be the responsibility of the contractor to keep the construction work site free from water during and off the monsoon period at his own cost and expenses.

For working on Sundays/Holidays, the contractor shall obtain the necessary permission from Engineer Incharge/Site Incharge in advance. The contractor shall be permitted to work beyond the normal hours with prior approval of Engineer-In-Charge/Site-In-Charge and the contractors quoted rate is inclusive of all such extended hours of working and no extra amount shall be payable by the owner on this account.

5.a. SETTING OUT OF WORKS AND SITE INSTRUCTIONS

5.a.1. The Engineer-in-Charge/Site-in-Charge shall furnish the Contractor with only the four corners of the work site and a level bench mark and the Contractor shall set out the works and shall provide an efficient staff for the purpose and shall be solely responsible for the accuracy of such setting out.

5.a.2. The Contractor shall provide, fix and be responsible for the maintenance of all necessary stakes, templates, level marks, profiles and other similar things and shall take all necessary precautions to prevent their removal or disturbance and shall be responsible for consequences of such removal or disturbance should the same take place and for their efficient and timely reinstatement. The Contractor shall also be responsible for the maintenance of all existing survey marks, either existing or supplied and fixed by the Contractor. The work shall be set out to the satisfaction of the Engineer-in-Charge/Site-in-Charge. The approval thereof or joining in setting out the work shall not relieve the Contractor of his responsibility.

5.a.3. Before beginning the works, the Contractor shall, at his own cost, provide all necessary reference and level posts, pegs, bamboos, flags ranging rods, strings and other materials for proper layout of the work in accordance with the scheme, for bearing marks acceptable to the Engineer-in-Charge/Site-in-Charge. The Centre longitudinal or face lines and cross lines shall be marked by means of small masonry pillars. Each pillar shall have distinct marks at the centre to enable theodolite to be set over it. No work shall be started until all these points are checked and approved by the Engineer-in-Charge/Site-in-Charge in writing. But such approval shall not relieve the contractor of any of his responsibilities. The

Contractor shall also provide all labour, materials and other facilities, as necessary, for the proper checking of layout and inspection of the points during construction.

5.a.4. Pillars bearing geodetic marks located at the sites of units of works under construction should be protected and fenced by the Contractor.

5.a.5. On completion of works, the contractor shall submit the geodetic documents according to which the work was carried out.

5.a.6. The Engineer-in-Charge/Site-in-Charge shall communicate or confirm his instructions to the contractor in respect of the executions of work in a "work site order book" maintained in the office having duplicate sheet and the authorised representative of the contractor shall confirm receipt of such instructions by signing the relevant entries in the book.

5.a.7. All instructions issued by the Engineer-in-Charge/Site-in-Charge shall be in writing. The Contractor shall be liable to carry out the instructions without fail.

5.a.8. If the Contractor after receipt of written instruction from the Engineer-in-Charge/ Site-in-Charge requiring compliance within seven days fails to comply with such drawings or 'instructions' or both as the Engineer-in-Charge/Site-in-Charge may issue, owner may employ and pay other persons to execute any such work whatsoever that may be necessary to give effect to such drawings or 'instructions' and all cost and expenses incurred in connection therewith as certified by the Engineer-in-Charge/ Site-in-Charge shall be borne by the contractor or may be deducted from amounts due or that may become due to the contractor under the contract or may be recovered as a debt.

5.a.9. The Contractor shall be entirely and exclusively responsible for the horizontal and vertical alignment, the levels and correctness of every part of the work and shall rectify effectually any errors or imperfections therein. Such rectifications shall be carried out by the Contractor, at his own cost.

5.a.10. In case any doubts arise in the mind of the Contractor in regard to any expressions, interpretations, statements, calculations of quantities, supply of material rates, etc. etc., the contractor shall refer the same to the Site-in-Charge/ Engineer-in-Charge for his clarification, instructions, guidance or clearing of doubts. The decision of the Engineer-in-Charge/Site-in-Charge shall be final and the contractor shall be bound by such a decision.

5.a.11. "The Contractor shall take adequate precautions, to ensure that his operations do not create nuisance or misuse of the work space that shall cause unnecessary disturbance or inconvenience to others at the work site".

5.a.12. "All fossils, coins articles of value of antiquity and structure or other remains of geological or archaeological discovered on the site of works shall be declared to be the property of the Owner and Contractor shall take reasonable precautions to prevent his workmen or any other persons from removing or damaging any such articles or thing and shall immediately inform the Owner/ Engineer-in-Charge/Site-in- Charge."

5.a.13. "Contractor will be entirely and exclusively responsible to provide and maintain at his expenses all lights, guards, fencing, etc. when and where even necessary or/as required by the Engineer-in-Charge/Site-in-Charge for the protection of works or safety and convenience to all the members employed at the site or general public."

5.b. COMMENCEMENT OF WORK

The contractor shall after paying the requisite security deposit, commence work within 15 days from the date of receipt of the intimation of intent from the Owner informing that the contract is being awarded. The date of intimation shall be the date/day for counting the starting day/date and the ending day/date will be accordingly calculated. Penalty, if any, for the delay in execution shall be calculated accordingly.

Contractor should prepare detailed fortnightly construction programme for approval by the Engineer-in-Charge within one month of receipt of Letter Of Intent. The work shall be executed strictly as per such time schedule. The period of Contract includes the time required for testing, rectifications, if any, re-testing and completion of work in all respects to the entire satisfaction of the Engineer-in-Charge.

A Letter of Intent is an acceptance of offer by the Owner and it need not be accepted by the contractor. But the contractor should acknowledge a receipt of the purchase order within 15 days of mailing of Purchase Order and any delay in acknowledging the receipt will be a breach of contract and compensation for the loss caused by such breach will be recovered by the Owner by forfeiting earnest money deposit/bid bond.

5.c. SUBLETTING OF WORK

5.c.1. No part of the contract nor any share or interest thereof shall in any manner or degree be transferred, assigned or sublet, by the Contractor, directly or indirectly to any firm or corporation whatsoever, without the prior consent in writing of the Owner.

5.c.2. At the commencement of every month the Contractor shall furnish to the Engineer-in-charge/Site-in-Charge list of all sub-contractors or other persons or firms engaged by the Contractor.

5.c.3 The contract agreement will specify major items of supply or services for which the Contractor proposes to engage sub-Contractor/sub-Vendor. The contractor may from time to time propose any addition or deletion from any such list and will submit the proposals in this regard to the Engineer-in-charge/Designated officer-in-charge for approval well in advance so as not to impede the progress of work. Such approval of the Engineer-in-charge/Designated officer-in-charge will not relieve the contractor from any of his obligations, duties and responsibilities under the contract.

5.c.4. Notwithstanding any sub-letting with such approval as resaid and notwithstanding that the Engineer-in-Charge shall have received copies of any sub-contract, the Contractor shall be and shall remain solely to be responsible for the quality and proper and expeditious execution of the works and the performance of all the conditions of the contract in all respects as if such subletting or sub-contracting had not taken place and as if such work had been done directly by the Contractor.

5.c.5 Prior approval in writing of the Owner shall be obtained before any change is made in the constitution of the contractor/Contracting agency otherwise contract shall be deemed to have been allotted in contravention of clause entitled "sub-letting of works" and the same action may be taken and the same consequence shall ensue as provided in the clause of "sub-letting of works".

5.d EXTENSION OF TIME

1) If the Contractor anticipates that he will not be able to complete the work within the contractual delivery/ completion date (CDD), then the Contractor shall make a request for grant of time extension clearly specifying the reasons for which he seeks extension of time

and demonstrating as to how these reasons were beyond the control of the contractor or attributable to the Owner. This request should be made well before the expiry of the Contractual Delivery/ Completion Date (CDD).

2) If such a request for extension is received with a Bank Guarantee for the full Price Reduction amount calculated on the Total Contract Value, the concerned General Manager of the Owner shall grant a Provisional extension of time, pending a decision on the request.

3) The concerned General Manager of the Owner shall expeditiously decide upon the request for time extension and decide the levy of price reduction within a maximum period of 6 months from the CDD or date of receipt of the request, whichever is earlier.

4) Grant of any extension of time shall be by means of issuance of a Change Order.

5) In order to avoid any cash crunch to the Contractor, a Bank Guarantee could be accepted against Price Reduction, as stated above. Once a decision is taken, the Price Reduction shall be recovered from any pending bills or by encashment of the BG. Any balance sum of Contractor or the BG (if Price Reduction is fully recovered from the bills) shall be promptly refunded/returned to the Contractor.

5.e. SUSPENSION OF WORKS

5.e.1. Subject to the provisions of this contract, the contractor shall if ordered in writing by the Engineer- in-Charge/Site-in-Charge for reasons recorded suspend the works or any part thereof for such period and such time so ordered and shall not, after receiving such, proceed with the work therein ordered to be suspended until he shall have received a written order to re-start. The Contractor shall be entitled to claim extension of time for that period of time the work was ordered to be suspended. Neither the Owner nor the Contractor shall be entitled to claim compensation or damages on account of such an extension of time.

5.e.2. In case of suspension of entire work, ordered in writing by Engineer-in- Charge/Site-in-Charge, for a period of 30 days, the Owner shall have the option to terminate the Contract as provided under the clause for termination. The Contractor shall not be at liberty to remove from the site of the works any plant or materials belonging to him and the Employer shall have lien upon all such plant and materials.

5.e.3. The contractor shall, in case of suspension have the right to raise a dispute and have the same arbitrated but however, shall not have the right to have the work stopped from further progress and completion either by the owner or through other contractor appointed by the owner.

5.f. OWNER MAY DO PART OF WORK

Notwithstanding anything contained elsewhere in this contract, the owner upon failure of the Contractor to comply with any instructions given in accordance with the provisions of this contract, may instead of Contract and undertaking charge of entire work, place additional labour force, tools, equipment and materials on such parts of the work, as the Owner may decide or engage another Contractor to carryout the balance of work. In such cases, the Owner shall have the right to deduct from the amounts payable to the Contractor the difference in cost of such work and materials with ten percent overhead added to cover all departmental charges. Should the total amount thereof exceed the amount due to the contractor, the Contractor shall pay the difference to the Owner within 15 days of making demand for payment failing which the Contractor shall be liable to pay interest at 24% p.a. on such amounts till the date of payment.

5.g. INSPECTION OF WORKS

5.g.1. The Engineer-in-Charge/Site-in-Charge and Officers from Central or State Government will have full power and authority to inspect the works at any time wherever in progress, either on the site or at the Contractor's premises/workshops of any person, firm or corporation where work in connection with the contract may be in hand or where the materials are being or are to be supplied, and the Contractor shall afford or procure for the Engineer-in-Charge/Site-in-Charge every facility and assistance to carry out such inspection. The Contractor shall, at all times during the usual working hours and at all other times at which reasonable notice of the intention of the Engineer-in-Charge/Site-in-Charge or his representative to visit the works shall have been given to the Contractor, either himself be present to receive orders and instructions, or have a responsible agent, duly accredited in writing, present for the purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the Contractor himself. The Contractor shall give not less than seven days notice in writing to the Engineer-in-Charge/Site-in-Charge before covering up or otherwise placing beyond reach of inspection and measurement any work in order that the same may be inspected and measured. In the event of breach of above, the same shall be uncovered at Contractor's expense for carrying out such measurement and/or inspection.

5.g.2. No material shall be removed and despatched by the Contractor from the site without the prior approval in writing of the Engineer-in-charge. The contractor is to provide at all times during the progress of the work and the maintenance period proper means of access with ladders, gangways, etc. and the necessary attendance to move and adapt as directed for inspection or measurements of the works by the Engineer-in-Charge/Site-in-Charge.

5.h. SAMPLES

5.h.1. The contractor shall furnish to the Engineer-in-charge/Site-in-Charge for approval when requested or required adequate samples of all materials and finishes to be used in the work.

5.h.2. Samples shall be furnished by the Contractor sufficiently in advance and before commencement of the work so as the Owner can carry out tests and examinations thereof and approve or reject the samples for use in the works. All material samples furnished and finally used/applied in actual work shall fully be of the same quality of the approved samples.

5.i. TESTS FOR QUALITY OF WORK

5.i.1. All workmanship shall be of the respective kinds described in the contract documents and in accordance with the instructions of the Engineer-in-Charge / Site in- Charge and shall be subjected from time to time to such tests at Contractor's cost as the Engineer-in-Charge/Site-in-Charge may direct at the place of manufacture or fabrication or on the site or at all or any such places. The Contractor shall provide assistance, instruments, labour and materials as are normally required for examining, measuring and testing any workmanship as may be selected and required by the Engineer-in-Charge/Site-in-Charge.

5.i.2. All the tests that will be necessary in connection with the execution of the work as decided by the Engineer-in- charge/Site-in-Charge shall be carried out at the contractors cost and expenses.

5.i.3. If any tests are required to be carried out in connection with the work or materials or workmanship to be supplied by the owner, such tests shall be carried out by the Contractor as per instructions of Engineer-in-Charge/Site-in-Charge and expenses for such tests, if any, incurred by the contractor shall be reimbursed by the Owner. The contractor should file his

claim with the owner within 15 (fifteen) days of inspection/test and any claim made beyond that period shall lapse and be not payable.

5.j. ALTERATIONS AND ADDITIONS TO SPECIFICATIONS, DESIGNS AND WORKS

5.j.1. The Engineer-in-Charge/Site-in-Charge shall have powers to make any alterations, additions and/or substitutions to the schedule of quantities, the original specifications, drawings, designs and instructions that may become necessary or advisable or during the progress of the work and the Contractor shall be bound to carryout such altered/extra/new items of work in accordance with instructions which may be given to him in writing signed by the Engineer-in-Charge/Site- in-Charge. Such alterations, omissions, additions or substitutions shall not invalidate the contract. The altered, additional or substituted work which the Contractor may be directed to carryon in the manner as part of the work shall be carried out by the Contractor on the same conditions in all respects on which he has agreed to do the work. The time for completion of such altered added and/or substituted work may be extended for that part of the particular job. The rates for such additional altered or substituted work under this Clause shall, be worked out in accordance with the following provisions:

5.j.2. If the rates for the additional, altered or substituted work are specified in the contract for similar class of work, the Contractor is bound to carryout the additional, altered or substituted work at the same rates as are specified in the contract.

5.j.3. If the rates for the additional, altered or substituted work are not specifically provided in the contract for the work, the rates will be derived from the rates for similar class of work as are specified in the contract for the work. In the opinion of the Engineer in- Charge/Site-in-Charge as to whether or not the rates can be reasonably so derived from the items in this contract, will be final and binding on the Contractor.

5.j.4. If the rates for the altered, additional or substituted work cannot be determined in the manner specified above, then the Contractor shall, within seven days of the date of receipt of order to carry out the work, inform the Engineer-in-Charge/ Site in- Charge of the rate at which he intends to charge for such class of work, supported by analysis of the rate or rates claimed and the Engineer-In-Charge/ Site-in-Charge shall determine the rates on the basis of the prevailing market rates for both material and labour plus 10% to cover overhead and profit of labour rates and pay the Contractor accordingly. The opinion of the Engineer-in-Charge/Site-in-Charge as to current market rates of materials and the quantum of labour involved per unit of measurement will be final and binding on the contractor.

5.j.5. In case of any item of work for which there is no specification supplied by the Owner and is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same, the work should be carried out as per standard Engineering Practice subject to the approval of the Engineer-in-Charge/ Site in- Charge.

5.k. PROVISIONAL ACCEPTANCE

Acceptance of sections of the works for purposes of equipment erection, piping, electrical work and similar usages by the Owner and payment for such work or parts of work shall not constitute a waiver of any portion of this contract and shall not be construed so as to prevent the Engineer from requiring replacement of defective work that may become apparent after the said acceptance and also shall not absolve the Contractor of the obligations under this contract. It is made clear that such an acceptance does not indicate or denote or establish to the fact of execution of that work or the Contract until the work is completed in full in accordance with the provisions of this Contract.

5.I. COMPLETION OF WORK AND COMPLETION CERTIFICATE

As soon as the work is completed in all respects, the contractor shall give notice of such completion to the site in charge or the Owner and within thirty days of receipt of such notice the site in charge shall inspect the work and shall furnish the contractor with a certificate of completion indicating:

- a) defects, if any, to be rectified by the contractor
- b) items, if any, for which payment shall be made in reduced rates
- c) the date of completion.

5.m. USE OF MATERIALS AND RETURN OF SURPLUS MATERIALS

5.m.1. Notwithstanding anything contained to the contrary in any or all of the clauses of this contract, where any materials for the execution of the contract are procured with the assistance of Government either by issue from Government stocks or procurement made under orders or permits or licences issued by Government, the contractor shall use the said materials economically and solely for the purpose of the contract and shall not dispose them off without the permission of the Owner.

5.m.2. All surplus(serviceable) or unserviceable materials that may be left over after the completion of the contract or at its termination for any reason whatsoever, the Contractor shall deliver the said product to the Owner without any demur. The price to be paid to the Contractor, if not already paid either in full or in part, however, shall not exceed the amount mentioned in the Schedule of Rates for such material and in cases where such rates are not so mentioned, shall not exceed the CPWD scheduled rates. In the event of breach of the aforesaid condition the contractor shall become liable for contravention of the terms of the Contract.

5.m.3. The surplus (serviceable) and unserviceable products shall be determined by joint measurement. In case where joint measurement has failed to take place, the Owner may measure the same and determine the quantity.

5.m.4. It is made clear that the Owner shall not be liable to take stock and keep possession and pay for the surplus and unserviceable stocks and the Owner may direct the Contractor to take back such material brought by the Contractor and becoming surplus and which the Owner may decide to keep and not to pay for the same.

5.n. DEFECT LIABILITY PERIOD

The contractor shall guarantee the work executed for a period of 12 months from the date of completion of the job. Any damage or defect that may arise or lie undiscovered at the time of completion of the job shall be rectified or replaced by the contractor at his own cost. The decision of the Engineer In-charge/Site-In-charge/Owner shall be the final in deciding whether the defect has to be rectified or replaced.

Equipment or spare parts replaced under warranty/guarantees shall have further warranty for a mutually agreed period from the date of acceptance.

The owner shall intimate the defects noticed in writing by a Registered A.D. letter or otherwise and the contractor within 15 days of receipt of the intimation shall start the rectification work and complete within the time specified by the owner failing which the owner will get the defects rectified by themselves or by any other contractor and the expenses incurred in getting the same done shall be paid by the Contractor under the provision of the Contract.

Thus, defect liability is applicable only in case of job/works contract (civil, mechanical, electrical, maintenance etc.) where any damage or defect may arise in future (i.e. within 12 months from the date of completion of job) or lie undiscovered at the time of completion of job.

In other words, in case of service contracts (like car hire etc.) where there is no question of damage or defect arising in future, the defect liability clause is not applicable.

Equipment or spare parts replaced under warranty/guarantees shall have further warranty for 12 months from the date of acceptance. However, in no case will the warranty exceed 24 months from the date of start of the original warranty

5.o. DAMAGE TO PROPERTY

5.o.1. Contractor shall be responsible for making good to the satisfaction of the Owner any loss of and any damage to all structures and properties belonging to the Owner or being executed or procured by the Owner or of other agencies within the premises of the work of the Owner, if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives or sub-contractors.

5.o.2. The Contractors shall indemnify and keep the Owner harmless of all claims for damage to Owner's property arising under or by reason of this contract.

5.p. LIMITATION OF LIABILITY

Notwithstanding anything contrary contained herein, the aggregate total liability of Seller, excluding his liability towards infringement of patent, trade mark or industrial design rights under the contract or otherwise shall be limited to 100% of value of Purchase order. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production

6. DUTIES AND RESPONSIBILITIES OF CONTRACTOR

6.a. EMPLOYMENT LIABILITY TOWARDS WORKERS EMPLOYED BY THE CONTRACTOR

6.a.1 The Contractor shall be solely and exclusively responsible for engaging or employing persons for the execution of work. All persons engaged by the contractor shall be on Contractor's payroll and paid by Contractor. All disputes or differences between the Contractor and his/their employees shall be settled by Contractor.

6.a.2. Owner has absolutely no liability whatsoever concerning the employees of the Contractor. The Contractor shall indemnify Owner against any loss or damage or liability arising out of or in the course of his/their employing persons or relation with his/their employees. The Contractor shall make regular and full payment of wages and on any complaint by any employee of the Contractor or his subcontractor regarding non-payment of wages, salaries or other dues, Owner reserves the right to make payments directly to such employees or subcontractor of the Contractor and recover the amount in full from the bills of the Contractor and the contractor shall not claim any compensation or reimbursement thereof. The Contractor shall comply with the Minimum Wages Act applicable to the area of work site with regard to payment of wages to his employees and also to employees of his subcontractor.

6.a.3. The Contractor shall advise in writing or in such appropriate way to all of his employees and employees of sub-contractors and any other person engaged by him that their

appointment/employment is not by the Owner but by the Contractor and that their present appointment is only in connection with the construction contract with Owner and that therefore, such an employment/appointment would not enable or make them eligible for any employment/appointment with the Owner either temporarily or/and permanent basis.

6.b. NOTICE TO LOCAL BODIES

The contractor shall comply with and give all notices required under any Government authority, instruction, rule or order made under any act of parliament, state laws or any regulations or by-laws of any local authority relating to the works.

6.c. FIRST AID AND INDUSTRIAL INJURIES

6.c.1 Contractor shall maintain first aid facility for his employees and those of his sub-contractors.

6.c.2. Contractor shall make arrangements for ambulance service and for the treatment of all types of injuries. Names and telephone numbers of those providing such services shall be furnished to Owner prior to start of construction and their name board shall be prominently displayed in Contractor's field office.

6.c.3. All industrial injuries shall be reported promptly to owner and a copy of contractor's report covering each personal injury requiring the attention of a physician shall be furnished to the Owner.

6.d. SAFETY CODE

6.d.1. The Contractor shall at his own expenses arrange for the Safety provisions as may be necessary for the execution of the work or as required by the Engineer-in-Charge in respect of all labours directly or indirectly employed for performance of the works and shall provide all facilities in connections therewith. In case the contractor fails to make arrangements and provide necessary facilities as aforesaid, the Owner shall be entitled to do so and recover the cost thereof from the Contractor.

6.d.2. From the commencement to the completion of the works, the contractor shall take full responsibility for the care thereof and of all the temporary works (defined as meaning all temporary works of every kind required in or for the execution, completion or maintenance of the works). In case damage, loss or injury shall happen to the works or to any part thereof or to temporary works or to any cause whatsoever repair at his (Contractor's) own cost and make good the same so that at the time of completion, the works shall be in good order and condition and in conformity in every respect with the requirement of the contract and Engineer-in-Charge's instructions.

6.d.3. In respect of all labour, directly or indirectly employed in the work for the performance of the Contractor's part of this agreement, the contractor shall at his own expense arrange for all the safety provisions as per relevant Safety Codes of C.P.W.D Bureau of Indian Standards, the Electricity Act/I.E. Rules. The Mines Act and such other Acts as applicable.

6.d.4. The Contractor shall observe and abide by all fire and safety regulations of the Owner. Before starting construction work, the Contractor shall consult with Owner's Safety Engineer or Engineer-in-Charge/Site-in-Charge and must make good to the satisfaction of the Owner any loss or damage due to fire to any portion of the work done or to be done under this agreement or to any of the Owner's existing property.

6.d.5. The Contractor will be fully responsible for complying with all relevant provisions of the Contract Labour Act and shall pay rates of Wages and observe hours of work/conditions of employment according to the rules in force from time to time.

6.d.6. The Contractor will be fully responsible for complying with the provision including documentation and submission of reports on the above to the concerned authorities and shall indemnify the Corporation from any such lapse for which the Government will be taking action against them.

6.d.7. Owner shall on a report having been made by an inspecting Office as defined in the Contract Labour Regulations have the power to deduct from the money due to the Contractor any sum required or estimated to be required for making good the loss suffered by a worker(s) by reasons of non-fulfilment of conditions of contract for the benefit of workers no-payment of wages or of deductions made from his or their wages which are not justified by the terms of contract or non-observance of the said contractor's labour Regulation.

6.e. INSURANCE AND LABOUR

Contractor shall at his own expense obtain and maintain an insurance policy with a Nationalised Insurance Company to the satisfaction of the Owner as provided hereunder.

6.e.1. EMPLOYEES STATE INSURANCE ACT

i. The Contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed by Employees State Insurance Act, 1948, and the Contractor further agrees to defend indemnify and hold Owner harmless from any liability or penalty which may be imposed by the Central, State or local authority by reason of any asserted violation by Contractor, or sub-contractor of the Employees' State Insurance Act, 1948 and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of or by reason of the work provided for by this contract whether brought by employees of the Contractor, by third parties or by Central or State Government authority or any political subdivision thereof.

ii. The Contractor agrees to file with the Employees State Insurance Corporation, the Declaration forms and all forms which may be required in respect of the Contractor's or sub-contractor's employee whose aggregate emuneration is within the specified limit and who are employed in the work provided or those covered by ESI Act under any amendment to the Act from time to time.

The Contractor shall deduct and secure the agreement of the sub-contractor to deduct the employee's contribution as per the first schedule of the Employee's State Insurance Act from wages and affix the employee's contribution cards at wages payment intervals. The Contractor shall remit and secure the agreement of the sub-contractor to remit to the State Bank of India, Employee's State Insurance Corporation Account, the Employee's contribution as required by the Act.

iii. The Contractor agrees to maintain all records as required under the Act in respect of employees and payments and the Contractor shall secure the agreement of the sub contractor to maintain such records. Any expenses incurred for the contributions, making contribution or maintaining records shall be to the Contractor's or sub-contractor's account.

iv. The Owner shall retain such sum as may be necessary from the total contract value until the Contractor shall furnish satisfactory proof that all contributions as required by the Employees State Insurance Act, 1948, have been paid.

v. WORKMAN'S COMPENSATION AND EMPLOYEE'S LIABILITY INSURANCE

Provide Insurance for all the Contractor's employees engaged in the performance of this contract. If any of the work is sublet, the Contractor shall ensure that the sub-contractor provides workmen's compensation and Employer's Liability Insurance for the latter's employees who are not covered under the Contractor's insurance.

vi. AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out an Insurance to cover all risks to Owner for each of his vehicles plying on works of this contract and these insurances shall be valid for the total contract period. No extra payment will be made for this insurance. Owner shall not be liable for any damage or loss not made good by the Insurance Company, should such damage or loss result from unauthorised use of the vehicle. The provisions of the Motor Vehicle Act would apply.

vii. FIRE INSURANCE

Contractor shall within two weeks after award of contract insure the Works, Plant and Equipment and keep them insured until the final completion of the Contract against loss or damage by accident, fire or any other cause with an insurance company to be approved by the Employer/Consultant in the joint names of the Employer and the Contractor (name of the former being placed first in the Policy). Such Policy shall cover the property of the Employer only.

6.e.2. ANY OTHER INSURANCE REQUIRED UNDER LAW OR REGULATION OR BY OWNER

i. Contractor shall also provide and maintain any and all other insurance which may be required under any law or regulations from time to time. He shall also carry and maintain any other insurance which may be required by the Owner.

ii. The aforesaid insurance policy/policies shall provide that they shall not be cancelled till the Engineer-in-Charge has agreed to their cancellation.

iii. The Contractor shall satisfy to the Engineer-in-Charge/Site-in-Charge from time to time that he has taken out all insurance policies referred to above and has paid the necessary premium for keeping the policies alive till the expiry of the defects liability period.

iv. The contractor shall ensure that similar insurance policies are taken out by his sub-contractor (if any) and shall be responsible for any claims or losses to the Owner resulting from their failure to obtain adequate insurance protections in connection thereof. The contractor shall produce or cause to be produced by his sub-contractor (if any) as the case may be, the relevant policy or policies and premium receipts as and when required by the Engineer in- Charge/Site-in-Charge.

V. Contractor shall at his own expense cover all the workmen engaged under him under "Pradhan Mantri Surksha Bima Yojana (PMSBY)" and submit proof of the same to HPCL.

6.e.3. LABOUR AND LABOUR LAWS

i. The contractor shall at his own cost employ persons during the period of contract and the persons so appointed shall not be construed under any circumstances to be in the employment of the Owner.

ii. All payments shall be made by the contractor to the labour employed by him in accordance with the various rules and regulations stated above. The contractor shall keep the Owner indemnified from any claims whatsoever inclusive of damages/costs or otherwise arising from injuries or alleged injuries to or death of a person employed by the contractor or damages or alleged damages to the property.

iii. No labour below the age of eighteen years shall be employed on the work. The Contractor shall not pay less than what is provided under the provisions of the contract labour (Regulations and Abolition) Act, 1970 and the rules made thereunder and as may be amended from time to time. He shall pay the required deposit under the Act appropriate to the number of workman to be employed by him or through sub contractor and get himself registered under the Act. He shall produce the required Certificates to the Owner before commencement of the work. The Owner recognises only the Contractor and not his sub contractor under the provisions of the Act. The Contractor will have to submit daily a list of his workforce. He will also keep the wage register at the work site or/and produce the same to the Owner, whenever desired. A deposit may be taken by the Owner from the Contractor to be refunded only after the Owner is satisfied that all workmen employed by the Contractor have been fully paid for the period of work in Owner's premises at rates equal to or better than wages provided for under the Minimum Wages Act. The contractor shall be responsible and liable for any complaints that may arise in this regard and the consequences thereto.

iv. The Contractor will comply with the provisions of the Employee's Provident Fund Act and the Family Pension Act as may be applicable and as amended from time to time.

v. The Contractor will comply with the provisions of the payment of Gratuity Act, 1972, as may be applicable and as amended from time to time.

vi. IMPLEMENTATION OF APPRENTICES ACT, 1961

The Contractor shall comply with the provisions of the Apprentices Act, 1961 and the Rules and Orders issued thereunder from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer-in-Charge may, at his discretion, cancel the contract. The Contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provision of the Act.

vii. MODEL RULES FOR LABOUR WELFARE

The Contractor shall at his own expenses comply with or cause be complied with Model rules for Labour Welfare as appended to those conditions or rules framed by the Government from time to time for the protection of health and for making sanitary arrangements for worker employed directly or indirectly on the works. In case the contractor fails to make arrangements as aforesaid the Engineer-in-Charge/Site-in-Charge shall be entitled to do so and recover the cost thereof from the contractor.

6.f. DOCUMENTS CONCERNING WORKS

6.f.1. All documents including drawings, blue prints, tracings, reproducible models, plans, specifications and copies, thereof furnished by the Owner as well as all drawings, tracings, reproducibles, plans, specifications design calculations etc. prepared by the contractor for the purpose of execution of works covered in or connected with this contract shall be the property

of the Owner and shall not be used by the contractor for any other work but are to be delivered to the Owner at the completion or otherwise of the contract.

6.f.2. The Contractor shall keep and maintain secrecy of the documents, drawings etc. issued to him for the execution of this contract and restrict access to such documents, drawings etc. and further the Contractor shall execute a SECRECY agreement from each or any person employed by the Contractor having access to such documents, drawings etc. The Contractor shall not issue drawings and documents to any other agency or individual without the written approval by the Engineer-in-Charge/Site-in-Charge.

6.f.3. Contractor will not give any information or document etc. concerning details of the work to the press or a news disseminating agency without prior written approval from Engineer-in-charge/Site-in-Charge. Contractor shall not take any pictures on site without written approval of Engineer-in-Charge/Site-in-Charge.

7. PAYMENT OF CONTRACTOR'S BILLS

7.1. Payments will be made against Running Accounts bills certified by the Owner's Engineer-in-Charge/Site-in-Charge within 15 days from the date of receipt of the bill.

7.2. Running Account Bills and the final bill shall be submitted by the Contractor together with the duly signed measurements sheet(s) to the Engineer-in-Charge/ Site-in-Charge of the Owner in quadruplicate for certification. The Bills shall also be accompanied by quantity calculations in support of the quantities contained in the bill along with cement consumption statement, actual/theoretical, wherever applicable duly certified by the Engineer-in-Charge/ Site-in-Charge of the Owner.

7.3. All running account payments shall be regarded as on account payment(s) to be finally adjusted against the final bill payment. Payment of Running Account Bill(s) shall not determine or affect in any way the rights of the Owner under this Contract to make the final adjustments of the quantities of material, measurements of work and adjustments of amounts etc.etc. in the final bill.

7.4. The final bill shall be submitted by the Contractor within one month of the date of completion of the work fully and completely in all respects. If the Contractor fails to submit the final bill accordingly Engineer-in-Charge/Site-in-Charge may make the measurement and determine the total amount payable for the work carried out by the Contractor and such a certification shall be final and binding on the Contractor. The Owner/Engineer- in- Charge/Site-in-Charge may take the assistance of an outside party for taking the measurement, the expenses of which shall be payable by the Contractor.

7.5. Payment of final bill shall be made within 30 days from the date of receipt of the certified bill by the Disbursement Section of the owner.

7.6 Wherever possible, payment shall be tendered to the contractor in electronic mode (e-payment) through any of the designated banks. The contractor will comply by furnishing full particulars of Bank account (mandate) to which the payments will be routed. Owner reserves the right to make payment in any alternate mode also.

7.a. MEASUREMENT OF WORKS

7.a.1. All measurements shall be in metric system. All the works will be jointly measured by the representative of the Engineer-in-Charge/Site-in-Charge and the Contractor or their authorised agent progressively. Such measurement will be recorded in the Measurement

Book/Measurement Sheet by the Contractor or his authorised representative and signed in token of acceptance by the Owner or their authorised representative.

7.a.2. For the purpose of taking joint measurement, the Contractor/representative shall be bound to be present whenever required by the Engineer-in-Charge/Site-in-Charge. If, however, they are absent for any reasons whatsoever, the measurement will be taken by the Engineer-in-Charge/Site-in-Charge or his representative and the same would be deemed to be correct and binding on the Contractor.

7.a.3. In case of any dispute as to the mode of measurement for any item of work, the latest Indian Standard Specifications shall be followed. In case of any further dispute on the same the same shall be as per the certification of an outside qualified Engineer/ Consultant. Such a measurement shall be final and binding on the Owner and the Contractor.

7.b. BILLING OF WORKS EXECUTED

The Contractor will submit a bill in approved proforma in quadruplicate to the Engineer-in-Charge/Site-in-Charge of the work giving abstract and detailed measurement for the various items executed during a month, before the expiry of the first week of the succeeding month. The Engineer-in-Charge/Site-in-Charge shall take or cause to be taken the requisite measurements for the purpose of having the bill verified and/or checked before forwarding the same to the disbursement office of the Owner for further action in terms of the Contract and payment thereafter. The Engineer-in-Charge/Site-in-Charge shall verify the bills within 7 days of submission of the Bill by the Contractor.

7.c. RETENTION MONEY

10% 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.

Thus, deduction towards retention money is applicable only in case of job/works contracts (civil, mechanical, electrical, maintenance etc.) where any damage or defect may arise in future (i.e. within 12 months from the date of completion of job) or lie undiscovered at the time of issue of completion certificate.

7.d. STATUTORY LEVIES

7.d.1 The Contractor accepts full and exclusive liability for the payment of any and all taxes, duties, octroi, rates, cess, levies and statutory payments payable under all or any of the statutes etc.

Variations of taxes and duties arising out of the amendments to the Central / State enactments, in respect of sale of goods / services covered under this bid shall be to HPCL's account, so long as :

- They relate to the period after the opening of the price bid, but before the contracted completion period (excluding permitted extensions due to delay on account of the contractors, if any) or the actual completion period, whichever is earlier; and
- The vendor furnishes documentary evidence of incurrence of such variations, in addition to the invoices/documents for claiming Cenvat /Input Tax credit, wherever applicable.

All contributions and taxes for unemployment compensation, insurance and old age pensions or annuities now or hereafter imposed by Central or State Governmental authorities which are imposed with respect to or covered by the wages, salaries or other compensations paid to the persons employed by the Contractor and the Contractor shall be responsible for the compliance with all obligations and restrictions imposed by the Labour Law or any other law affecting employer-employee relationship and the Contractor further agrees to comply and to secure the compliance of all sub-contractors with all applicable Central, State, Municipal and local laws, and regulations and requirements of any Central, State or Local Government agency or authority.

Contractor further agrees to defend, indemnify and hold harmless from any liability or penalty which may be imposed by the Central, State or Local authorities by reason of any violation by Contractor or sub-contractor of such laws, regulations or requirements and also from all claims, suits or proceedings that may be brought against the Owner arising under, growing out of, or by reasons of the work provided for by this contract by third parties, or by Central or State Government authority or any administrative sub-division thereof. The Contractor further agrees that in case any such demand is raised against the Owner, and Owner has no way but to pay and pays/makes payment of the same, the Owner shall have the right to deduct the same from the amounts due and payable to the Contractor. The Contractor shall not raise any demand or dispute in respect of the same but may have recourse to recover/receive from the concerned authorities on the basis of the Certificate of the Owner issued in that behalf.

7.d.2. The rates quoted should be inclusive of all rates, cess, taxes and sales tax on works contracts wherever applicable. However, wherever the sales tax on works contract is applicable and is to be deducted at source, the same will be deducted from the bills of the Contractor and paid to the concerned authorities. The proof of such payments of sales tax on works contract will be furnished to the contractor.

The vendor shall comply with all the provisions of the GST Act/Rules/requirements like providing of tax invoices, payment of taxes to the authorities within the due dates, filing of returns within the due dates etc. to enable HPCL to take Input Tax Credit. In case of imports, vendor shall provide import documents and invoice fulfilling the requirement of Customs Act and Rules. Vendor will be fully responsible for complying with the Customs provisions to enable HPCL to take Input Tax Credit.

In case, HPCL is not able to take Input Tax Credit due to any noncompliance/default/negligence of the seller of goods/service provider, the same shall be recovered from the pending bills/dues (including security deposit, BG etc.)

Vendor shall be responsible to indemnify the Corporation for any loss, direct or implied accrued to the Corporation on account of supplier/service provider failure to discharge his statutory liabilities like paying taxes on time, filing appropriate returns within the prescribed time etc.

7.d.3. Income tax will be deducted at source as per rules at prevailing rates, unless certificate, if any, for deduction at lesser rate or nil deduction is submitted by the Contractor from appropriate authority.

7.d.4 The contractor shall provide accurate particulars of PAN number as required, under Section 206AA of Income Tax Act 1961.

7.d.5 The contractors having their 'tax residency status' outside India shall provide Tax Residency Certificate (TRC), issued by Government of the Country or the specified territory where the Contractor is a Resident. Rule 21AB of the Income Tax Rules, 1962 has prescribed the contents of a TRC. This would enable the Corporation to deduct tax at source by duly considering the 'treaty relief', if any, under Double Taxation Avoidance Agreement (DTAA) entered into between GOI and the respective country/specified territory in which the Contractors' 'tax residency status' is currently in force.

7.d.6 Anti-Profiteering Clause – GST Act anti-profiteering provisions mandates that any reduction in tax rates or benefits of input tax credits be passed on to the consumer by way of commensurate reduction in prices. Vendors to take note of the same and pass such benefits while quoting their price.

7.e. MATERIALS TO BE SUPPLIED BY CONTRACTOR

7.e.1. The Contractor shall procure and provide the whole of the materials required for construction including tools, tackles, construction plant and equipment for the completion and maintenance of the works except the materials viz. steel and cement which may be agreed to be supplied as provided elsewhere in the contract. The contractor shall make arrangement for procuring such materials and for the transport thereof at their own cost and expenses.

7.e.2. The Owner may give necessary recommendation to the respective authority if so desired by the Contractor but assumes no responsibility of any nature. The Contractor shall procure materials of ISI stamp/certification and supplied by reputed suppliers borne on DGS&D list.

7.e.3. All materials procured should meet the specifications given in the tender document. The Engineer-in-charge may, at his discretion, ask for samples and test certificates for any batch of any materials procured. Before procuring, the Contractor should get the approval of Engineer-in-Charge/Site-in-Charge for any materials to be used for the works.

7.e.4. Manufacturer's certificate shall be submitted for all materials supplied by the Contractor. If, however, in the opinion of the Engineer-in-Charge/Site-in-Charge any tests are required to be conducted on the material supplied by the Contractor, these will be arranged by the Contractor promptly at his own cost.

7.f. MATERIALS TO BE SUPPLIED BY THE OWNER

7.f.1. Steel and Cement maybe supplied by the Owner to the contractor against payment by Contractor from either godown or from the site or within work premises itself and the contractor shall arrange for all transport to actual work site at no extra cost.

7.f.2. The contractor shall bear all the costs including loading and unloading, carting from issue points to work spot storage, unloading, custody and handling and stacking the same and return the surplus steel and cement to the Owner's storage point after completion of job.

7.f.3. The contractor will be fully accountable for the steel and cement received from the Owner and contractor will give acknowledgement/receipt for quantity of steel and cement received by him each time he uplifts cement from Owner's custody.

7.f.4. For all computation purposes, the theoretical cement consumption shall be considered as per CPWD standards.

7.f.5. Steel and Cement as received from the manufacturer/stockists will be issued to the contractor. Theoretical weight of cement in a bag will be considered as 50 Kg. Bags weighing upto 4% less shall be accepted by the contractor and considered as 50 Kg. per bag. Any shortage in the weight of any cement bag by more than 4% will be to the Owner's account only when pointed out by the Contractor and verified by Engineer-in-Charge/Site in Charge at the time of Contract or taking delivery.

7.f.6. The contractor will be required to maintain a stock register for receipt, issuance and consumption of steel and cement at site. Cement will be stored in a warehouse at site. Requirement of cement on any day will be taken out of the warehouse. Cement issued shall be regulated on the basis of FIRST RECEIPT to go as FIRST ISSUE.

7.f.7. Empty cement bag shall be the property of the Contractor. Contractor shall be penalised for any excess/under consumption of cement. The penal rate will be twice the rate of issue of cement for this work.

7.f.8. All the running bills as well as the final bills will be accompanied by cement consumption statements giving the detailed working of the cement used, cement received and stock-on-hand.

7.f.9. The Contractor will be fully responsible for safe custody of cement once it is received by him and during transport. Owner will not entertain any claims of the contractor for theft, loss or damage to cement while in their custody.

7.f.10. The contractor shall not remove from the site any cement bags at any time.

7.f.11. The Contractor shall advise Engineer-in-charge/Site-in-charge in writing atleast 21 days before exhausting the Cement stocks already held by Contractor to ensure that such delays do not lead to interruptions in the progress of work.

7.f.12. Cement shall not be supplied by the Owner for manufacturing of mosaic tiles, precast cement jali and any other bought out items which consume cement and for temporary works.

7.f.13. Cement in bags and in good usable condition left over after the completion of work shall be returned by the contractor to the Owner. The Owner shall make payment to the Contractor at the supply rate for such stocks of cement they accept and receive. Any refused stock of cement shall be removed by the Contractor from the site at his cost and expenses within 15 days of completion of the work.

8. PAYMENT OF CLAIMS AND DAMAGES

8.1. Should the Owner have to pay money in respect of claims or demands as aforesaid the amount so paid and the costs incurred by the Owner shall be charged to and paid by the Contractor and the Contractor shall not be entitled to dispute or question the right of the Owner to make such payments notwithstanding the same may have been without his consent or authority or in law or otherwise to the contrary.

8.2. In every case in which by virtue of the provisions of Workmen's Compensation Act, 1923, or other Acts, the Owner is obliged to pay Compensation to a Workman employed by the Contractor in execution of the works, the Owner will recover from the Contractor the amount of compensation so paid and without prejudice to the rights of Owner under the said Act.

Owner shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due to the Contractor whether under this contract or otherwise. The Owner shall not be bound to contest any claim made under Section 12 sub section (1) of the said Act, except on the written request of the Contractor and upon his giving to the Owner full security for all costs for which the owner might become liable in consequence of contesting such claim.

8.a. ACTION AND COMPENSATION IN CASE OF BAD WORK

If it shall appear to the Engineer-in-Charge/Site-in-Charge that any work has been executed with bad, imperfect or unskilled workmanship, or with materials, or that any materials or articles provided by the Contractor for execution of the work are not of standards specified/inferior quality to that contracted for, or otherwise not in accordance with the contract, the CONTRACTOR shall on demand in writing from the Engineer-in- Charge/Site-in-Charge or his authorised representative specifying the work, materials or articles complained of, notwithstanding that the same may have been inadvertently passed, certified and paid for, forthwith rectify or remove and reconstruct the work so specified and at his own charge and cost and expenses and in the event of failure to do so within a period of 15 days of such intimation/ information/knowledge, the Contractor shall be liable to pay compensation equivalent to the cost of reconstruction by the Owner. On expiry of 15 days period mentioned above, the Owner may by themselves or otherwise rectify or remove and re-execute the work or remove and replace with others, the materials or articles complained of as the case may be at the risk and expenses in all respects of the Contractor. The decision of the Engineer-in-Charge/ Site-in-Charge as to any question arising under this clause shall be final and conclusive and shall not be raised as a dispute or shall be arbitrable.

8.b. INSPECTION AND AUDIT OF CONTRACT AND WORKS

This project is subject to inspection by various Government agencies of Government of India. The contractor shall extend full cooperation to all the Government and other agencies in the inspection of the works, audit of the Contract and the documents of Contract Bills, measurements sheets etc. etc. and examination of the records of works and make enquiries interrogation as they may deem fit, proper and necessary. Upon inspection etc. by such agencies if it is pointed out that the contract work has not been carried out according to the prescribed terms and conditions as laid down in the tender documents and if any recoveries are recommended, the same shall be recovered from the contractors running bills/final bill/from ordered/suggested Security Deposit/retention money. The Contractor shall not rise any dispute on any such account and the same shall not be arbitrable.

9. CONTRACTOR TO INDEMNIFY THE OWNER

The Contractor shall indemnify the Owner and every member, officer and employee of the Owner, also the Engineer-in-Charge/Site-in-Charge and his staff against all the actions, proceedings, claims, demands, costs, expenses, whatsoever arising out of or in connection with the works and all actions, proceedings, claims, demands, costs, expenses which may be made against the Owner for or in respect of or arising out of any failure by the Contractor in the performance of his obligations under the contract. The Contractor shall be liable for or in respect of or in consequence of any accident or injury to any workmen or other person in the employment of the Contractor or his sub-contractor and Contractor shall indemnify and keep indemnified the Owner against all such damages, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

10. Price reduction

i) In case of any delay in completion of the work beyond the CDD, the Owner shall be entitled to be paid Price Reduction by the Contractor. The price reduction shall be initially at the rate of 0.5% (half percent) of the total contract value for every week of the delay subject to a maximum of 5% of the total contract value. The price reduction shall be recovered by the Owner out of the amounts payable to the Contractor or from any Bank Guarantees or Deposits furnished by the Contractor or the Retention Money retained from the Bills of the Contractor, either under this contract or any other contract.

ii) The Contractor shall be entitled to give an acceptable unconditional Bank Guarantee in lieu of such a deduction if Contractor desires any decision on a request for time extension.

iii) Once a final decision is taken on the request of the Contractor or otherwise, the price reduction shall be applicable only on the basic cost of the contract and on each full completed week(s) of delay (and for part of the week, a pro-rata price reduction amount shall be applicable).

iv) This final calculation of price reduction shall be only on the value of the unexecuted portion/quantity of work as on the CDD.

v) Contractor agrees with the Owner, that the above represents a genuine pre-estimate of the damages which the Owner will suffer on account of delay in the performance of the work by Contractor. The Contractor further agrees that the price reduction amount is over and above any right which owner has to risk purchase under Clause 12.4 and any right to get the defects in the work rectified at the cost of the contractor.

11. DEFECTS AFTER TAKING OVER OR TERMINATION OF WORK CONTRACT BY OWNER

The Contractor shall remain responsible and liable to make good all losses or damages that may occur/appear to the work carried out under this Contract within a period of 12 months from date of issue of the Completion Certificate and/or the date of Owner taking over the work, whichever is earlier. The Contractor shall issue a Bank Guarantee to the Owner in the sum of 10% of the work entrusted in the Contract, **from any Scheduled Bank (other than a Co-Operative Bank)** acceptable to the Owner and if however, the Contractor fails to furnish such a Bank Guarantee the Owner shall have right to retain the Security Deposit and Retention Money to cover the 10% of the Guarantee amount under this clause and to return/refund the same after the expiry of the period of 12 months without any interest thereon. **(Please refer to clause 4. Deposits).**

12. TERMINATION OF CONTRACT

12.1 The owner may terminate the contract at any stage of the construction for reasons to be recorded in the letter of termination.

12.2 The Owner inter alia may terminate the Contract for any or all of the following reasons that the contractor

a) has abandoned the work/Contract.

b) has failed to commence the works, or has without any lawful excuse under these conditions suspended the work for 15 consecutive days.

c) has failed to remove materials from the site or to pull down and replace the work within 15 days after receiving from the Engineer written notice that the said materials or work were condemned and/or rejected by the Engineer under specified conditions.

d) has neglected or failed to observe and perform all or any of the terms acts, matters or things under this Contract to be observed and performed by the Contractor.

e) has to the detriment of good workmanship or in defiance of the Engineer's instructions to the contrary sub-let any part of the Contract.

f) has acted in any manner to the detrimental interest, reputation, dignity, name or prestige of the Owner.

g) has stopped attending to work without any prior notice and prior permission for a period of 15 days.

h) has become untraceable.

i) has without authority acted in violation of the terms and conditions of this contract and has committed breach of terms of the contract in best judgement of the owner.

j) has been declared insolvent/bankrupt.

k) in the event of sudden death of the Contractor.

12.3 The owner on termination of such contract shall have the right to appropriate the Security Deposit, Retention Money and invoke the Bank Guarantee furnished by the contractor and to appropriate the same towards the amounts due and payable by the contractor as per the conditions of Contract and return to the contractor excess money, if any, left over.

12.4 In case of Termination of the contract, Owner shall have the right to carry out the unexecuted portion of the work either by themselves or through any other contractor(s) at the risk and cost of the Contractor. In view of paucity of time, Owner shall have the right to place such unexecuted portion of the work on any nominated contractor(s). However, the overall liability of the Contractor shall be restricted to 100 % of the total contract value.

12.5 The contractor within or at the time fixed by the Owner shall depute his authorised representative for taking joint final measurements of the works executed thus far and submit the final bill for the work as per joint final measurement within 15 days of the date of joint final measurement. If the contractor fails to depute their representative for joint measurement, the owner shall take the measurement with their Engineer-in- Charge/Site-in-Charge or any other outside representatives. Such a measurement shall not be questioned by the Contractor and no dispute can be raised by the Contractor for purpose of Arbitration.

12.6 The Owner may enter upon and take possession of the works and all plant, tools, scaffoldings, sheds, machinery, power operated tools and steel, cement and other materials of the Contract at the site or around the site and use or employ the same for completion of the work or employ any other contractor or other person or persons to complete the works. The Contractor shall not in any way object or interrupt or do any act, matter or thing to prevent or hinder such actions, other Contractor or other persons employed for completing and finishing or using the materials and plant for the works. When the works shall be completed or as soon thereafter the Engineer shall give a notice in writing to the Contractor to remove surplus materials and plant, if any, and belonging to the Contractor except as provided elsewhere in the Contract and should the Contractor fail to do so within a period of 15 days after receipt

thereof the Owner may sell the same by public auction and shall give credit to the contractor for the amount realised. The Owner shall thereafter ascertain and certify in writing under his hand what (if anything) shall be due or payable to or by the Owner for the value of the plant and materials so taken possession and the expense or loss which the Owner shall have been put to in procuring the works, to be so completed, and the amount if any, owing to the Contractor and the amount which shall be so certified shall thereupon be paid by the Owner to the Contractor or by the Contractor to the Owner, as the case may, and the Certificate of the Owner shall be final and conclusive between the parties.

12.7 When the contract is terminated by the Owner for all or any of the reasons mentioned above the Contractor shall not have any right to claim compensation on account of such termination.

13. FORCE MAJEURE

Circumstances leading to force majeure

- (a) act of terrorism;
- (b) riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- (c) ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;
- (d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
- (e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

Notification of Force Majeure

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

- **Right of either party to terminate**

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty-five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

- **Payment in case of termination due to Force Majeure**

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- a) any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.

14. ARBITRATION

14.1 All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other of them and to the Appointing Authority hereinafter mentioned, be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.

14.2 The appointing authority shall either himself act as the Sole Arbitrator or nominate some officer/retired officer of Hindustan Petroleum Corporation Limited (referred to as owner or HPCL) or a retired officer of any other Government Company in the Oil Sector of the rank of Ch. Manager & above or any retired officer of the Central Government not below the rank of a Director, to act as the Sole Arbitrator to adjudicate the disputes and differences between the parties. The contractor/vendor shall not be entitled to raise any objection to the appointment of such person as the Sole Arbitrator on the ground that the said person is/was an officer and/or shareholder of the owner, another Govt. Company or the Central Government or that he/she has to deal or had dealt with the matter to which the contract relates or that in the course of his/her duties, he/she has/had expressed views on all or any of the matters in dispute or difference.

14.3 In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Appointing Authority aforesaid, shall nominate another person as aforesaid, to act as the Sole Arbitrator.

14.4 Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Contractor to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.

14.5 The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.

14.6 The work under the Contract shall, however, continue during the Arbitration proceedings and no payment due or payable to the concerned party shall be withheld (except to the extent disputed) on account of initiation, commencement or pendency of such proceedings.

14.7 The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.

14.8 The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The lumpsum fees of the Arbitrator shall be Rs.40,000/- per case for transportation contracts and Rs.60,000/- for engineering contracts and if the sole Arbitrator completes the arbitration including his award within 5 months of accepting his appointment, he shall be paid Rs.10,000/- additionally as bonus. Reasonable actual expenses for stenographer, etc. will be reimbursed. Fees shall be paid stage wise i.e. 25% on acceptance, 25% on completion of pleadings/documentation, 25% on completion of arguments and balance on receipt of award by the parties

14.9 Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder, shall apply to the Arbitration proceedings under this Clause.

14.10 The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at "Mumbai" for all purposes. The Arbitration shall be held at "Mumbai" and conducted in English language.

14.11 The Appointing Authority is the Functional Director of Hindustan Petroleum Corporation Limited.

15. GENERAL

15.1. Materials required for the works whether brought by the or supplied by the Owner shall be stored by the contractor only at places approved by Engineer-in-Charge/Site-in- Charge. Storage and safe custody of the material shall be the responsibility of the Contractor.

15.2. Owner and/or Engineer-in-Charge/Site-in-Charge connected with the contract, shall be entitled at any time to inspect and examine any materials intended to be used in or on the works, either on the site or at factory or workshop or at other place(s) manufactured or at any places where these are laying or from which these are being obtained and the contractor shall give facilities as may be required for such inspection and examination.

15.3. In case of any class of work for which there is no such specification supplied by the owner as is mentioned in the tender documents, such work shall be carried out in accordance with Indian Standard Specifications and if the Indian Standard Specifications do not cover the same the work should be carried out as per standard Engineering practice subject to the approval of the Engineer-in-Charge/Site-in-Charge.

15.4. Should the work be suspended by reason of rain, strike, lockouts or other cause the contractor shall take all precautions necessary for the protection of the work and at his own expense shall make good any damages arising from any of these causes.

15.5 The contractor shall cover up and protect from injury from any cause all new work also for supplying all temporary doors, protection to windows and any other requisite protection for the whole of the works executed whether by himself or special tradesmen or sub- contractors and any damage caused must be made good by the contractors at his own expense.

15.6 If the contractor has quoted the items under the deemed exports, then it will be the responsibility of the contractor to get all the benefits under deemed exports from the

Government. The Owner's responsibility shall only be limited to the issuance of required certificates. The quotation will be unconditional and phrases like "subject to availability of deemed exports benefit" etc. will not find place in it.

16. Integrity Pact: Effective 1st September, 2007, all tenders and contracts shall comply with the requirements of the Integrity Pact (IP) if the value of such tenders or contracts is Rs.1.00 crore & above. Failure to sign the Integrity Pact shall lead to outright rejection of bid.

17. Grievances of parties participating or intend to participate in the tender shall be addressed in writing to the officer designate of the Grievance Redressal Cell where the tenders have to be submitted within the stipulated period. Detailed mechanism of Grievance Redressal is available on the HPCL website.

18. The guidelines for Holiday Listing as adopted and available on HPCL website shall be applicable to all tenders floated and all Purchase Orders/Contracts placed by HPCL.

UNDER INTEGRITY PACT

Tender No.:

Dated:

To,

HINDUSTAN PETROLEUM CORPORATION LIMITED

Sub : Procurement of Bidding Documents

Ref. Tender no.

HPCL and the Bidder agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of (state the number of days from the last date for the receipt of tenders stated in the NIT) days and the making of the bid shall be regarded as an unconditional and absolute acceptance of this condition of the NIT.

We confirm acceptance and compliance with the Integrity Pact in letter and spirit. We further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by HPCL.

The consideration for this separate initial contract preceding the main contract is that HPCL is not agreeable to sell the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for 90 days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contract with HPCL.

HPCL promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions, HPCL shall have unqualified, absolute, and unfettered right to encash / forfeit the bid security submitted in this behalf.

Yours faithfully,

(BIDDER)

Yours faithfully

On behalf of HPCL
(PURCHASER)

(this agreement should be "pre-signed" by the authorized representatives of the applicable Function/SBU on behalf of HPCL at the time of invitation of tender).

INTEGRITY PACT

PRE-CONTRACT INTEGRITY PACT

General:

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ___ day of the month of ___ 20___, between, on one hand, Hindustan Petroleum Corporation Limited acting through Shri _____(Designation of the officer), Department(hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, (hereinafter called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure _____
(Name what is being procured) and the BIDDER/Seller is willing to offer/has offered the
(State what is being offered).

WHEREAS the BIDDER/SELLER is a private company/ public company/ Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired said stores/equipment item at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDER/SELLER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by their officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Buyer

1.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or

through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.

1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3 All the officials of the Buyer will report to SBU Head or concerned Functional Director of HPCL for any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.

2.1 The BUYER will exclude from the process all known prejudiced persons.

2.2 If the BUYER obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary actions.

Commitments of Bidders

3. The BIDDER/SELLER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following: -

3.1 The BIDDER/SELLER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any

advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2 The BIDDER/SELLER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the BUYER.

3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7 The BIDDER/SELLER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.8 The BIDDER/SELLER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9 The BIDDER/SELLER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier.

The BIDDER/SELLER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10 The BIDDER/SELLER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11 The BIDDER/SELLER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12 The BIDDER/SELLER or any employee of the BIDDER/SELLER or any person acting on behalf of the BIDDER/SELLER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER/SELLER's firm, the same shall be disclosed by the BIDDER/SELLER at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

3.13 The BIDDER/SELLER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. Previous Transgression

4.1 The BIDDER/SELLER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER/SELLERs exclusion from the tender process.

4.2 The BIDDER/SELLER agrees that if it makes incorrect statement on this subject, BIDDER/SELLER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5. Earnest Money

5.1. While submitting commercial bid, the BIDDER/SELLER shall deposit an amount (to be specified in the RFP (Request for Proposal) as Earnest Money, with the BUYER through any of the following instruments (as specified In RFP):-

- (i) Bank Draft or a Pay Order

(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.

(iii) Any other mode or through any other instrument (to be specified in RFP).

5.2. The Security Deposit & Retention Money shall be valid & retained by the buyer for such period as specified in the RFP/GTC.

5.3 In the case of successful BIDDER/SELLER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

5.4 No interest shall be payable by the BUYER to the BIDDER/SELLER on Earnest Money/Security Deposit for the period of its currency.

6. Sanctions for Violation

6.1 Any breach of the aforesaid provisions by the BIDDER/SELLER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-

(i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER / SELLER. However, the proceedings with the other BIDDER(s) / SELLER(s) would continue.

(ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER.

(iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER/SELLER with interest thereon at 2% higher than the

prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER/SELLER from a country other than India with interest thereon at 2% higher than the L1BOR. If any outstanding payment is due to the BIDDER/SELLER from the BUYER in connection with any other contract for any other stores, such outstanding payment could a/so be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER, in order to recover the payments, already made by the BUYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER/SELLER. The BIDDER/SELLER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER/SELLER.

(vii) To debar the BIDDER/SELLER from participating in future bidding processes of the Government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER/SELLER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

6.3 The decision of the BUYER to the effect that a breach of the provisions of this Integrity Pact has been committed by the BIDDER/SELLER shall be final and conclusive on the BIDDER/SELLER. However, the BIDDER/SELLER can approach the Independent external monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- a) The Bidder undertakes that during the previous one year, the Bidder has not supplied or is not supplying and/or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/Department of the Government of India or PSU.
- b) Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/agreed to supply similar product systems or subsystems in respect of same location to any other Ministry/Department of the Government of India or a PSU at a price lower than that mentioned in the present bid ("Lower Price"), then the Buyer by providing a written notice to the Bidder shall be at liberty to apply Lower Price to the contract and accordingly reduce the contract value. The Bidder further undertakes to refund to the Buyer the difference between payment received under the contract and the Lower Price ("Price Difference") within 15 days of receipt of the said written notice.
- c) In case the Price Difference is not received by the Buyer from the Bidder within the period stipulated under clause 7 (b), then the Buyer shall be free to recover the Price difference from any amount due and payable to the Bidder under any contract or transaction undertaken with the Buyer. "

8. Independent Monitors

8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission.

Names and Addresses of the Monitors: 1) Shri Jyoti Swaroop Pandey 2) Shri Kata Chandrabhas, 3) Shri. Arun Chandra Verma C/o The Company Secretary, HPCL, 6th Floor, Petroleum House, 17, Jamshedji Tata Road, Churchgate, Mumbai 400020. "

8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.

8.5 As soon as the Monitors notice, or have reason to believe, a violation of this Pact, he will so inform the C&MD of the BUYER Corporation.

8.6 The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER/SELLER. The BIDDER/SELLER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with the confidentiality.

8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitors will submit a written report to the C&MD of the BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its authorised agencies & other Govt. authorities shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER and the BIDDER/SELLER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11 . Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the Signing of the contract.

12.2 Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The Parties hereby sign this Integrity Pact at _____ on _____

BUYER



Anil Saklani
Senior Manager Procurement
HPCL

BIDDER

Name:
Designation:
Name of bidding Organisation:

Witness

1. _____

2. _____

Witness

1. _____

2. _____

PROMOTER MEMBER GUARANTEE

This GUARANTEE ("Guarantee") is issued on the _____ day of _____, 2014 by _____, a Company organized and existing under the laws of India, having its Registered Office at _____ (hereinafter referred to as "Guarantor"), at the request and/or behest of _____, a Joint Venture Company organized and existing under the laws of India, having its Registered Office at _____, of which the Guarantor is a promoter (hereinafter referred to as "Bidder"), in favour of Hindustan Petroleum Corporation Limited, a listed Public Limited Company organized under the laws of India having its Marketing Headquarters Office at Hindustan Bhawan, 8 Shoorji Vallabhdas Marg, Ballard Estate, Mumbai – 400 001, (hereinafter referred to as "Beneficiary" or "HPCL").

WHEREAS:

The Beneficiary floated a tender dated _____ inviting offers from Vendors for _____ (purpose). The Bidder (JV Company) has submitted its quotation and advised the Beneficiary that the Bidder is a Joint Venture Company in which the Guarantor is the promoter and a majority share holder. Since the Bidder is a newly incorporated company, the Bidder seeks to take benefit of the experience and qualifications of the Guarantor, in order to qualify in the tender. In terms of the tender conditions, if the Bidder is to be given the benefit of the qualifications of the promoter member, then the said promoter member is supposed to provide adequate guarantees to the Beneficiary, in respect of technical, financial and other support to the Bidder, in order to complete the job, if the Bidder is successful and the contract is awarded to the Bidder. For this reason, the Guarantor is ready and willing to give a Promoter Member Guarantee (PMG) inter alia for the performance of the obligations of the Bidder to the terms and conditions of the tender and on Bidder's failure, to assume the said obligations.

We, the Guarantor are hereby recording the terms and conditions governing our obligations under this Guarantee with the intent of being legally bound by the same and hereby agree, covenant and bind ourselves as follows:-

1. The Guarantor hereby irrevocably and unconditionally guarantees to HPCL that its joint venture Bidder Company will perform its obligations under the terms and conditions of the tender, if the contract is being awarded to them in future for _____ and agrees to provide further comfort letters/ guarantees, if so desired by beneficiary, in terms of the tender.
2. The Guarantor unconditionally and irrevocably guarantees to the Beneficiary that it will make available or cause to be made available to the Bidder all financial, technical and other resources required to ensure that the Bidder can carry out its obligations as per the tender terms and conditions and that the Bidder at all times fully and effectively discharge its obligations under the terms and conditions of tender, including by discharging the obligations within the time and cost so stipulated.
3. The Guarantor hereby agrees that if the Bidder shall in any respect commit any breach or fails to fulfill any of the terms of the Contract/Tender or complete it in all respects or if there is a failure to make any supplies or if any material, equipment or machinery under the contract so supplied is not of the required specifications or does not perform as envisaged under the contract/tender, then the Guarantor will forthwith perform the same and fulfill all the obligations required under tender terms & conditions on behalf of their Bidder, without any extra cost and time implications.

4. The Guarantor further undertakes to indemnify all losses, damages, expenses, claims, costs and proceedings which may be suffered or incurred by Beneficiary due to the failure or breach on the part of its Bidder Company.
5. The Guarantor assures and undertakes that during the term of the contract or of any guarantee for performance as per the contract, the Guarantor shall continue to be the promoter member of the Bidder and further, that the Guarantor's liability shall not be affected due to any incapacity or lack of power or legal personality or change in the status of the Bidder or the Guarantor.
6. The Guarantor's liabilities under this Guarantee shall not exceed the liability of the Bidder under the tender terms and conditions but this shall in any manner not affect the Guarantor's own responsibilities and liabilities under the Guarantee.
7. The obligation of the Guarantor shall take effect from the date of this Guarantee and shall remain in full force until all the obligations of the Bidder have been fully performed and discharged and/or all sums of money payable to Beneficiary have been fully paid under the contract being entered into by Beneficiary with the Bidder Company. The Guarantor further undertakes to perform forthwith under this Guarantee without insisting on any proof of breach of Contract by the Bidder Company and purely relying on Beneficiary's written demand.
8. The liabilities of the Guarantor shall not be discharged, diminished or otherwise affected by:-
 - a. Any change in the Articles of Association or Bye-Laws or constitution of the Bidder Company or the Guarantor or the Beneficiary.
 - b. Any time, indulgence, waiver or consent given to the Bidder Company by the Beneficiary.
 - c. Any amendment to the Contract or any security or other guarantee or indemnity to which Bidder Company has agreed.
 - d. The dissolution, amalgamation, reconstruction or reorganization of Bidder Company or Guarantor.
9. NOTICE:

Any notice, demand, declaration or other communication to be given by the Beneficiary or the Guarantor to the other shall be in writing, in English language and delivered in person or by Air Mail or by Courier Services or by Facsimile or by E-Mail to the address given in the tender documents or in the beginning of this Guarantee.

10. GOVERNING LAW AND JURISDICTION:

This Guarantee shall be exclusively governed by and construed in accordance with the laws of India without giving effect to the principles of conflict of laws therein. No party shall take a plea that any forum is inconvenient. It may be enforced in terms of the Indian laws.

11. DISPUTE RESOLUTION

All and any disputes or differences arising out of or in relation to this Guarantee shall be finally settled and resolved through Arbitration in terms of the Arbitration Clause contained in the tender documents and agreed to between the Bidder and the Beneficiary. If the disputes

are raised by the Guarantor, then the same shall be settled by Arbitration assuming that the Guarantor is the Bidder under the said clause.

12. This Guarantee may be executed in one or more counterparts, all of which shall be read and construed as one document and any fax copy or scanned copy or print of a scanned copy of a signed Guarantee shall be deemed to be an original signature.
13. No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Beneficiary consents to the same in writing.
14. No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Beneficiary's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.
15. Waiver of any breach or failure to comply with any provisions of this Guarantee shall not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other breach or failure to comply with any other provision of this Guarantee, unless any such waiver has been consented to by the concerned party in writing.
16. This document has been executed by a duly authorized signatory on behalf of the Guarantor having the requisite power to do so.

IN WITNESS WHEREOF the Guarantor has duly executed this Guarantee as at the date first above written.

For and on behalf of Guarantor,

Witness

(Signature)
Name:
Designation:

Signature :
Name :
Designation :

ANNEX B:-COMPOSITE BANK GUARANTEE FOR MOBILISATION ADVANCE, SECURITY DEPOSIT/RETENTION MONEY/PERFORMANCE GUARANTEE

(On Non-Judicial stamp paper of appropriate value)

TO : Hindustan Petroleum Corporation Limited
(Address as applicable)

IN CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED, a Government of India Company registered under the Companies Act, 1956, having its registered office at 17, Jamshedji Tata Road, Bombay-20 (hereinafter called "The Corporation" (which expression shall include its successor in business and assigns) having placed an order on Messrs a partnership firm/sole proprietor business/a company registered under the Companies Act, 1956 having its office at (hereinafter called "the supplier" (which expression shall include executors, administrators and assigns) vide order No..... dated..... (hereinafter called "the order" which expression shall include any amendments/alterations to "the order" issued by "the Corporation") for the supply of goods/execution of services for "the Corporation" and "the Corporation" having agreed :

- a. not to insist upon immediate payment of Security deposit for the fulfilment and performance of the said order
- b. to pay "the supplier" as and by way of advance upto a sum of Rupees_____ (Rupees _____ only) being ____% of the value of "the order";
- c. that "the supplier" shall furnish a security for the performance of "the supplier's" obligations and/or discharge of "the supplier's" liability in connection with the said "order"; and "the Corporation" having agreed with "the supplier" to accept a composite Bank Guarantee for the mobilisation advance, security deposit, retention money and performance guarantee

We, Bank having office at (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) at the request and on behalf of "the supplier" hereby agree to pay to "the Corporation" without any demur on first demand an amount not exceeding `..... (Rupees.....only) against any loss or damage, costs, charges and expenses caused to or suffered by "the Corporation" by reason of non performance and fulfilment or for any breach on the part of "the supplier" of any of the terms and conditions of the said "order".

2. We, Bank further agree that "the Corporation" shall be sole judge whether the said "Supplier" has failed to perform or fulfill the said "order" in terms thereof or committed breach of any terms and conditions of "the order" and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in the favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Supplier" may be entitled to.

3. We, Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank" 's liability to pay and the amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded first demand and without any demur notwithstanding dispute raised by "the Supplier" or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "order"/or to extend time of performance by "the Supplier" from time to time or to postpone for any time to time any of the powers exercisable by "the Corporation" against "the Supplier" and to forbear to enforce any of the terms and conditions relating to "the order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Supplier" or for any forbearance, act or omission on the part of "the Corporation" or any indulgence by "the Corporation" to "the Supplier" or by any such matter or things whatsoever which under the law relating to sureties would but for this provision have the effect of relieving us.
5. However, it has been agreed between "the Supplier" and "the Corporation" that there shall be only one Composite Bank Guarantee for both the advance and security deposit performance guarantee/Retention Money @ of ____% valid till the end of the defects liability period as per the terms of the P.O. No. _____ dated _____ and that in proportion with the recovery of advance @ _____% per bill the same amount/value automatically stands credited to the defects liability account/security deposit or retention money as the case may be and will continue to be credited/treated till the entire advance of ` _____ is fully recovered from the running bills and from the date of full recovery of the advance of ` _____ this guarantee automatically, shall stand valid towards the ____% retention money/defects liability, fully valid in all respects unto a further period of **3 (three)** months, as per the Purchase Order of "the Corporation".
6. Notwithstanding anything contained herein above :
 - i. Our liability under this guarantee shall not exceed R
 - ii. This Bank Guarantee shall be valid upto and including; and
 - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before the expiry of 30 days from the date of expiry of this guarantee.
7. We, Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.
8. We, Bank lastly agree that "the Bank"'s liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".

9. "The Bank" has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the Agreement/Contract or MOU entered into between "the Supplier" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on this
day of

For Bank

(by its constituted attorney)

(Signature of a person authorised

to sign on behalf of "the Bank")*

BANK GUARANTEE FOR ADVANCES

(on non-judicial stamp paper of appropriate value)

To,
Hindustan Petroleum Corporation Ltd.,

(Address as applicable)

In CONSIDERATION OF MESSRS. HINDUSTAN PETROLEUM CORPORATION LIMITED, a Government of India Company registered under the Companies Act 1956, having its registered office at 17, Jamshedji Tata Road, Bombay - 400 020 (hereinafter called "the Corporation" which expression shall include its successors in business and assigns) having placed an order on Messrs _____ a partnership firm/sole proprietor business/ a company registered under the Companies Act, 1956 having its office at _____ (hereinafter called "the Supplier" which expression shall include its successors and assigns) vide Order No. _____ dated _____ (hereinafter called "the Order" which expression shall include any amendments/alterations thereto as issued by "the Corporation") for the supply of goods/to the execution of Service for "the Corporation" and having agreed to pay the supplier as and by way of advance upto a sum of _____ (Rupees _____ only) being _____ % of the value of the order in terms of "the Order" on production of an acceptable Bank Guarantee for an amount of _____ (Rupees _____ only)

1. We, _____ Bank having office at _____ (hereafter referred to as "the Bank") do at the request and on behalf of "the Supplier's" hereby agree to pay "the Corporation" without any demur on first demand an amount not exceeding _____ (Rupees _____ only) against any loss or damage, costs, charges and expenses caused to or suffered or would be caused to or suffered by "the Corporation" by reason of any breach on the part of "the Supplier" of any of the terms and conditions of the said order.
 2. We, _____ Bank further agree that "the Corporation" shall be sole judge whether the said "Supplier" has committed breach of any of the terms and conditions of "the Order" and the extent of loss, damage, cost charges and expenses suffered or incurred or would be suffered or incurred by "the Corporation" on account thereof and we waive in favour of "the Corporation" all the rights and defences to which we as guarantors and/or "the Supplier" may be entitled to.
 3. We, _____ Bank further agree that the amount demanded by "the Corporation" as such shall be final and binding on "the Bank" as to "the Bank's" liability to pay and amount demanded and "the Bank" undertake to pay "the Corporation" the amount so demanded on first demand and without any demur notwithstanding any dispute raised by "the Supplier" or any suit or other legal proceedings including arbitration pending before any court tribunal or arbitrator relating thereto, our liability under
-

this guarantee being absolute and unconditional. (We _____ Bank further agree that the guarantee herein contained shall remain in full force and continue to have full effect so long as the said amount remains unadjusted, provided, however, the value of the guarantee shall progressively reduce upon any adjustments being made by "the Corporation" against the said advance and "the Corporation" rights shall extend only to the value of the unadjusted amount.

4. We, _____ Bank further agree with "the Corporation" that "the Corporation" shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said "order"/or to extend time of performance by "the Supplier" from time to time or to postpone for any time or from time to time any of the powers exercisable by "the Corporation" against "the Supplier" and to forbear to enforce any of the terms and conditions relating to "the Order" and we shall not be relieved from our liability by reason of any such variation or extension being granted to "the Supplier" or for any forbearance, act or omission on "the Supplier" or by any such matter or things whatsoever which under the law relating to sureties would be for this provisions have the effect of relieving us.
5. Notwithstanding anything contained herein above :
 - i. Our liability under this guarantee shall not exceed `
 - ii. This Bank Guarantee shall be valid upto and including; and
 - iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or # *before the expiry of 30 days from the date of expiry of this guarantee*
6. We, _____ Bank further undertake not to revoke this guarantee during its currency except with the previous consent of "the Corporation" in writing.
7. We, _____ Bank lastly agree that "the Bank" liability under this guarantee shall not be affected by any change in the constitution of "the Supplier".
8. We, _____ Bank has power to issue this guarantee in favour of "the Corporation" in terms of the documents and/or the agreement/contract or MOU entered into between "the supplier" and "the Bank" in this regard.

IN WITNESS WHEREOF the Bank has executed this document on this _____ day of _____

(FOR _____ BANK)
(by its constituted attorney)
(signature of a person authorized
to sign on behalf of "the Bank")



Hindustan Petroleum Corporation Ltd

Information Systems Department
Sewree Mumbai

E-Procurement application

Reverse Auction Process Vendor Manual

Version 2.2

Version Release Date 7th February 2017



NOTICE OF PROPRIETARY INFORMATION

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Document Revision List

Project	E-Procurement
Document Name	Vendor Manual – Procedure for Reverse Auction

Document Created By	Manjusri Maddala	Date 30 th April 2015
Document Reviewed By	Anupam Das	Date 30 th April 2015
Document Approved By	Sanjay Dasgupta	Date 30 th April 2015

Revisions /Change Control

Date	Version	Author	Reason
30 th Apr 2015	1.0	Manjusri Maddala	Initial Version
28 th Feb 2016	1.1	Manjusri Maddala	Changes Included: <ul style="list-style-type: none">• Section on RA Extension Clause• Enhanced Additional E-mails• Application of loading factor• Label changes in RA screen
10 th May 2016	2.0	Manjusri Maddala	Changes Included: <ul style="list-style-type: none">• Removal of view server time• Removal of check updates button• Introduction of digital clock



28 th July 2016	2.1	Manjusri Maddala	Changes Included: Global Reverse Auction screens included
7 th Feb 2017	2.2	Manjusri Maddala	Changes Included: New procedure for participation in Reverse Auction included New RA link and screens

Abbreviations used

HPCL	Hindustan Petroleum Corporation Ltd
E-Proc	E-Procurement
RA	Reverse Auction
Non SOR	Tender not on Schedule of Rates
SOR	Schedule of Rates
Dev	Deviation
Rev.Auc.Document	Reverse Auction document



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1 Introduction

In E-Procurement application, Reverse Auction will be initiated by HPCL as soon as Technical and Commercial Evaluation is completed for the tender.

All the **eligible bidders** will be notified through e-mail which will contain the Tender number, Reverse Auction date and time. HPCL RA Process will have the following steps

- Notifying eligible bidders regarding RA event schedule
- Publish Reverse Auction in Portal informing event schedule date & time.
- Reverse auction event will automatically go live on scheduled date and time
- Conduct Reverse auction / Postpone or Cancel Reverse Auction
- Reverse Auction Closure
- Publishing RA Winner document

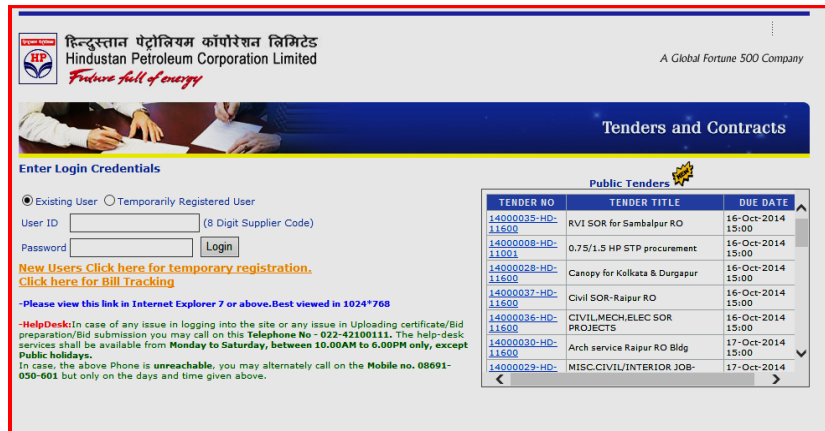
 Please note – If a bid is rejected in techno-commercial stage for any reason, email intimation will be sent to bidder, citing reason for rejection. Hence, in such a scenario the bidder will not get intimation to participate in the RA.

1.1 Login to Reverse Auction Portal

To participate in RA, Bidder should type the URL <https://etender.hpcl.co.in/> in the (Internet Explorer 7 or above) address bar and click “Enter”. Please note that application will not function properly in other browsers such as Chrome/Firefox/Safari etc.

Once the Login screen is scheduled, bidder can go to reverse Auction Portal in two methods.

1. Method 1: Existing Bidder should enter his 8 digit Vendor code in “User ID” field and password as issued for “Bill Tracking system” to login in the screen shown below. Temporary registered bidder shall enter his email Id in “Email Id” field and corresponding password.



Enter Login Credentials

☒ Existing User ☐ Temporarily Registered User

User ID (8 Digit Supplier Code)

Password

[New Users Click here for temporary registration.](#)
[Click here for Bill Tracking](#)

-Please view this link in Internet Explorer 7 or above. Best viewed in 1024*768

-HelpDesk: In case of any issue in logging into the site or any issue in Uploading certificate/Bid preparation/Bid submission you may call on this Telephone No - 022-42100111. The help-desk services shall be available from Monday to Saturday, between 10.00AM to 6.00PM only, except Public holidays.
In case, the above Phone is unreachable, you may alternately call on the Mobile no. 08691-050-601 but only on the days and time given above.

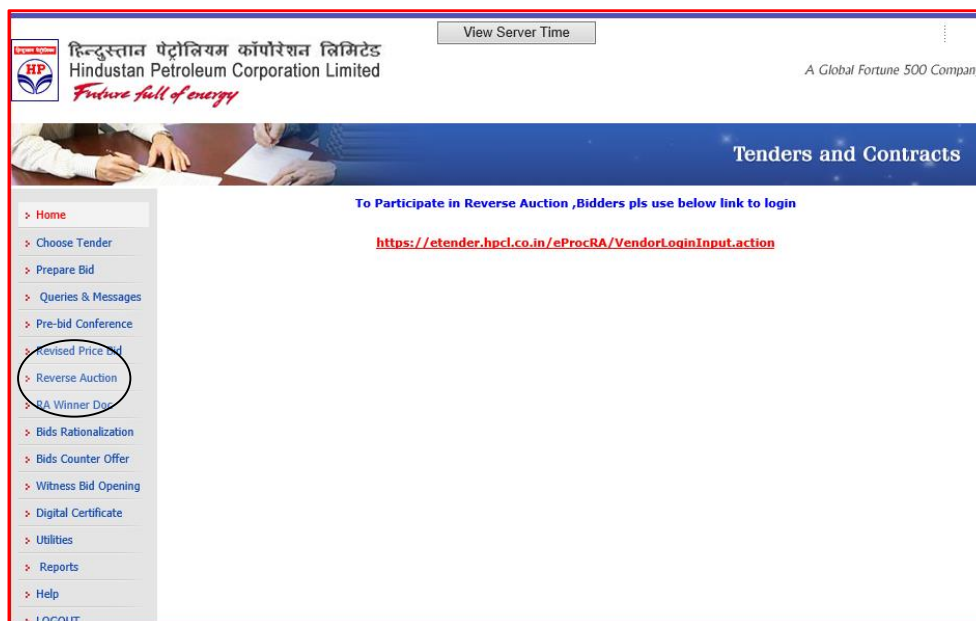
TENDER NO	TENDER TITLE	DUE DATE
14000035-HQ-11600	RVI SOR for Sambalpur RO	16-Oct-2014 15:00
14000008-HQ-11001	0.75/1.5 HP STP procurement	16-Oct-2014 15:00
14000028-HQ-11600	Canopy for Kolkata & Durgapur	16-Oct-2014 15:00
14000037-HQ-11600	Civil SOR-Raipur RO	16-Oct-2014 15:00
14000036-HQ-11600	CIVIL,MECH,ELEC SOR PROJECTS	16-Oct-2014 15:00
14000030-HQ-11600	Arch service Raipur RO Bldg	17-Oct-2014 15:00
14000029-HQ-	MISC.CIVIL/INTERIOR JOB-	17-Oct-2014

In case of any issues in logging in to the portal, bidders are requested to contact the help desk. The help desk details are available on the login page of the portal.

After successful login, bidder is prompted to accept the “User Agreement” for accessing the portal. This is mandatory. Bidders will have option to download / read the User Agreement by clicking on the hyperlink before accepting.

After acceptance of User Agreement, the Bidder is taken to the Home Screen. The Home Screen has various menu options on the left side and reverse auction marquee “**Upcoming/ Ongoing Reverse Auctions**” on the right side. Link for reverse Auctions appears on right side.

Bidder to click on this link and again login into the system.



View Server Time

Tenders and Contracts

To Participate in Reverse Auction ,Bidders pls use below link to login

<https://etender.hpcl.co.in/eProcRA/VendortloginInput.action>

- Home
- Choose Tender
- Prepare Bid
- Queries & Messages
- Pre-bid Conference
- Revised Price Bid
- Reverse Auction**
- RA Winner Doc
- Bids Rationalization
- Bids Counter Offer
- Witness Bid Opening
- Digital Certificate
- Utilities
- Reports
- Help
- LOGOUT



The Reverse Auction marquee contains the list of tenders for which RA is scheduled. (Please see image below)

Welcome User 20009191-Lakshmi Kumaran & Sridharan

Latest Query Responses

Latest Corrigenda

UP Coming/Ongoing Reverse Auction

TENDER NO	TENDER TITLE	DUE DATE
15000180-HD-10002	PACKED LPG TPT CHAKKAN PLANT	10-Feb-2017 12:00
15000014-HB-10807	PACKED LPG TPT BARAUNI	10-Feb-2017 15:00
15000022-HC-10003	HOT SLURRY BBIL COL PILOT PLANT	10-Feb-2017 15:00
15000014-HB-10003	SUPPLY OF DT PLUST SIGNAGE	13-Feb-2017 15:00
15000078-WPL-10001	Hot repairing for Raipur_Patna	13-Feb-2017 15:00
	Architectural Serv Nagpur Off	13-Feb-2017 15:00
	VTS for Bulk LPG TTs	14-Feb-2017 14:00

2. Method 2: Bidder to click on link “click here for Login to Participate in Reverse Auction’ below user ID and Password boxes. Reverse Auction portal login screen will be scheduled and bidder to put user ID and password to enter into Reverse Auction Portal.

Hindustan Petroleum Corporation Limited
A Global Fortune 500 Company

Tenders and Contracts

Public Tenders

TENDER NO	TENDER TITLE	DUE DATE
16000040-HD-12250	PACKED LPG TPT CHAKKAN PLANT	10-Feb-2017 12:00
16000034-HD-12600	PACKED LPG TPT BARAUNI	10-Feb-2017 15:00
16000123-HD-10133	HOT SLURRY BBIL COL PILOT PLANT	10-Feb-2017 15:00
16000024-HD-11001	SUPPLY OF DT PLUST SIGNAGE	13-Feb-2017 15:00
16000036-HD-12600	Hot repairing for Raipur_Patna	13-Feb-2017 15:00
16000102-HD-11350	Architectural Serv Nagpur Off	13-Feb-2017 15:00
16000225-HD-10137	VTS for Bulk LPG TTs	14-Feb-2017 14:00

Enter Login Credentials

☒ Existing User ☐ Temporarily Registered User

User ID: 21009000 (8 Digit Supplier Code)

Password: [REDACTED] **Login**

[Click here for Login To Participate in Reverse Auction](#)

[New Users Click here for temporary registration.](#)

[Click here for Bill Tracking](#)

[Click here for Disclaimer](#)

Please view this link in Internet Explorer 7 or above. Best viewed in 1024*768

Contact us -For any technical queries related to operation of the portal please send mail to eprochelpdesk@mail.hpcl.co.in OR please call us at 022-41146666. The helpdesk support is available 6 days a week from 8AM to 8 PM (except public holidays).

Grievance -For any grievance related to Helpdesk support, please send mail to eprocnodalofficer@mail.hpcl.co.in Response may be sent in the next 24-48 hours.



Welcome User 24999998-Dummy Supplier for loading charges

Latest Query Responses

16000293-HB-46009 - In case if any other items are required to be supplied to complete the job is entirely in vendors scope. Vendor shall submit the makes of such items to HPCL for Approval. 30-Jan-2017
16000293-HB-46009 - To be backfilled with asphalt only. 30-Jan-2017
16000293-HB-46009 - SDS Composites make will be included. 31-Jan-2017

Latest Corrigenda

16000027-HD-10129 - Pre bid queries submission date extension 25-Jan-2017
16000042-HB-12090 - Uploading pre bid queries reply and docs 02-Feb-2017
16000032-HD-12600 - Extension of due date of tender 08-Feb-2017
16000122-HD-10155 - Bid due date

UP Coming/Ongoing Reverse Auction

16000014-HB-10807 - Schedule C 08-Feb-2017 16:40
16000026-HB-10807 - DUMMY E-CHARTERING 08-Feb-2017 16:44

2 Witnessing Loading factors

HPCL may apply the commercial loading, if any, on the basis of commercial terms and conditions, taxes quoted by the bidder, other commercial deviations etc. These loading factors are applied on basic price. The loading factors (if any) shall be displayed in the portal prior to the date scheduled for Reverse Auction Event. An E-Mail shall be triggered by the system to the bidders for information.

Before the bidder proceeds for participating in Reverse Auction, bidders can witness loading factors through “Witness bid opening” option in the menu.

3 Reverse Auction Participation Process

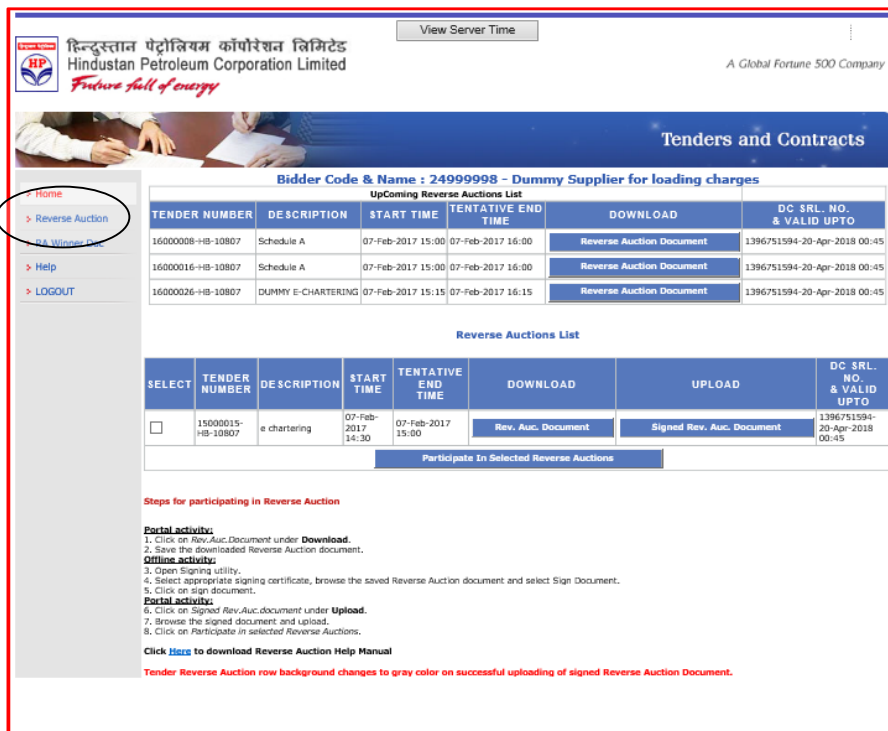
Bidder should click on ‘Reverse Auction’ option from the menu page.

Tenders and Contracts

Public Tenders

TENDER NO	TENDER TITLE	DUE DATE
16000110-HD-10003	Cafe/teria A rramgement-Mgt&N-Mg	08-Feb-2017 15:00
16000212-HD-10152	Proc of 450 KG LPG Cylinders	08-Feb-2017 15:00
16000035-HD-12600	PACKED LPG TPT PURNEA	09-Feb-2017 11:00
16000032-HD-12600	PKD. TPT. EX-SIPL, MUZAFFARPUR	09-Feb-2017 15:00
16000033-HD-12600	PACKED LPG TPT PATNA	10-Feb-2017 11:00
16000040-HD-12350	PACKED LPG TPT CHAKAN PLANT	10-Feb-2017 12:00
16000034-HD-	PACKED LPG TPT CHAKAN PLANT	10-Feb-2017

Once the menu option is selected the following Screen is scheduled where bidder can see Upcoming RAs and Ongoing RAs.



Bidder Code & Name : 24999998 - Dummy Supplier for loading charges

Upcoming Reverse Auctions List

TENDER NUMBER	DESCRIPTION	START TIME	TENTATIVE END TIME	DOWNLOAD	DC SRL. NO. & VALID UPTO
16000008-HB-10807	Schedule A	07-Feb-2017 15:00	07-Feb-2017 16:00	Reverse Auction Document	1396751594-20-Apr-2018 00:45
16000016-HB-10807	Schedule A	07-Feb-2017 15:00	07-Feb-2017 16:00	Reverse Auction Document	1396751594-20-Apr-2018 00:45
16000026-HB-10807	DUMMY E-CHARTERING	07-Feb-2017 15:15	07-Feb-2017 16:15	Reverse Auction Document	1396751594-20-Apr-2018 00:45

Reverse Auctions List

SELECT	TENDER NUMBER	DESCRIPTION	START TIME	TENTATIVE END TIME	DOWNLOAD	UPLOAD	DC SRL. NO. & VALID UPTO
<input type="checkbox"/>	15000015-HB-10807	e chartering	07-Feb-2017 14:30	07-Feb-2017 15:00	Rev. Auc. Document	Signed Rev. Auc. Document	1396751594-20-Apr-2018 00:45

[Participate In Selected Reverse Auctions](#)

Steps for participating in Reverse Auction

Portal activity:

1. Click on [Rev.Auc.Document](#) under **Download**.
2. Save the downloaded Reverse Auction document.

Offline activity:

3. Open Signing utility.
4. Select appropriate signing certificate, browse the saved Reverse Auction document and select Sign Document.
5. Click on sign document.

Portal activity:

6. Click on [Signed Rev.Auc.document](#) under **Upload**.
7. Browse the signed document and upload.
8. Click on [Participate in selected Reverse Auctions](#).

[Click Here](#) to download Reverse Auction Help Manual

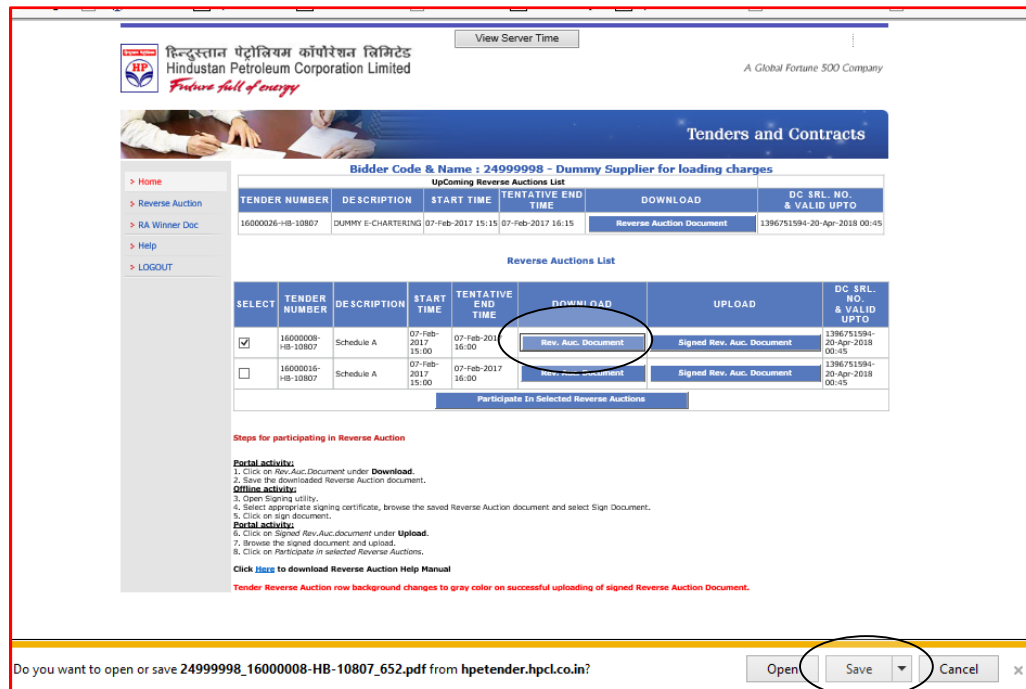
Tender Reverse Auction row background changes to gray color on successful uploading of signed Reverse Auction Document.

Bidders should select the tender number by checking in box and follow the steps given below for obtaining Reverse Auction password for the specific tender.

3.1 Steps for Participating in Reverse Auction

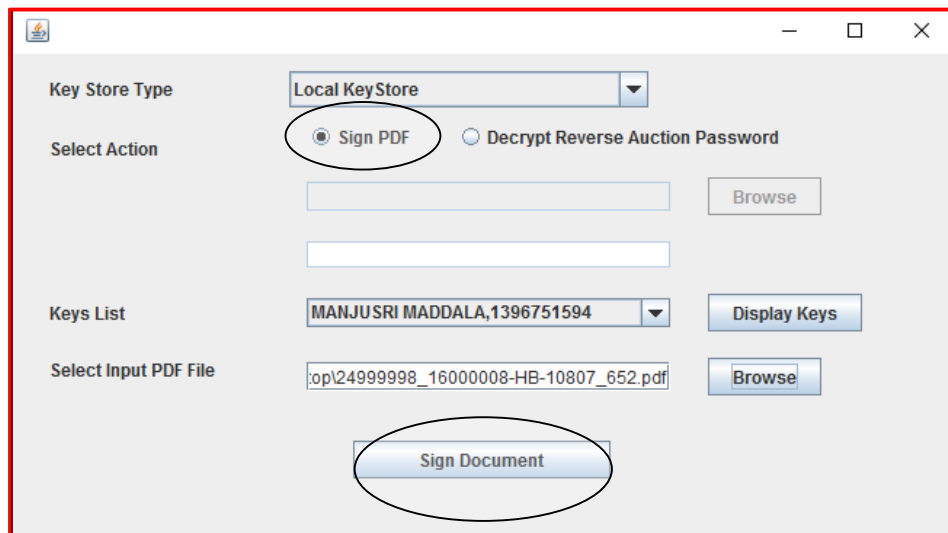
Portal activity:

1. Click on 'Rev.Auc.Document' (Reverse Auction Document)
2. Save the downloaded Reverse Auction document

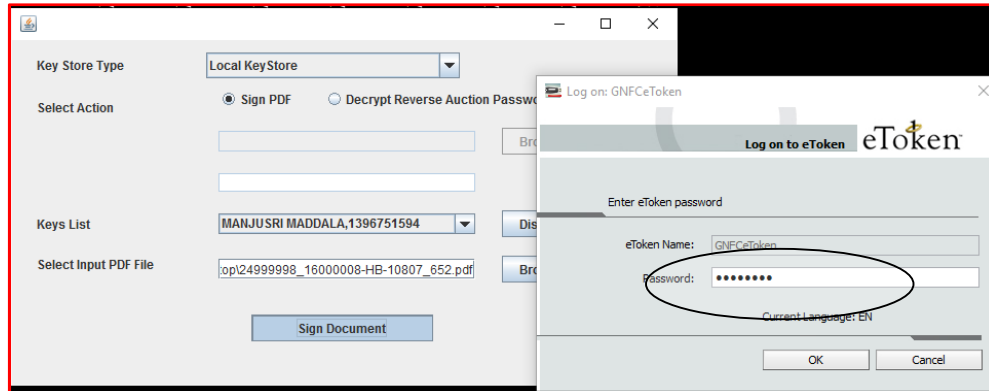


Offline activity

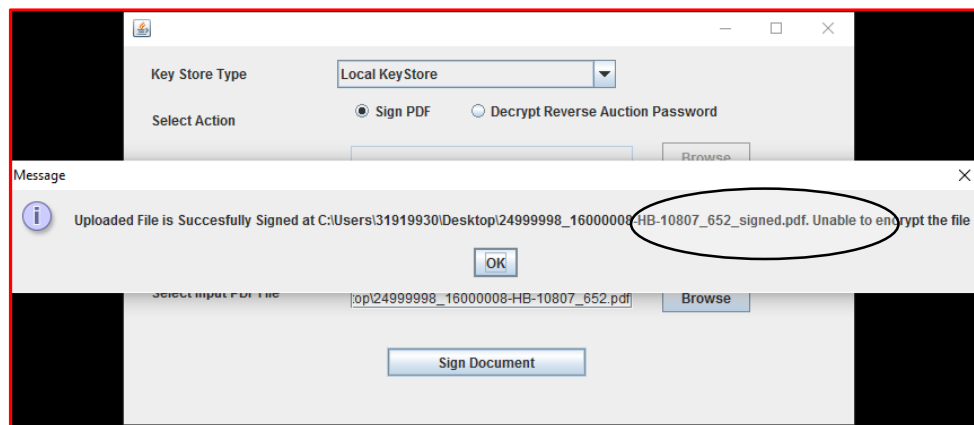
1. Open Signing utility
2. Select appropriate signing certificate and browse the saved Reverse Auction document
3. Click on sign document



Enter token password



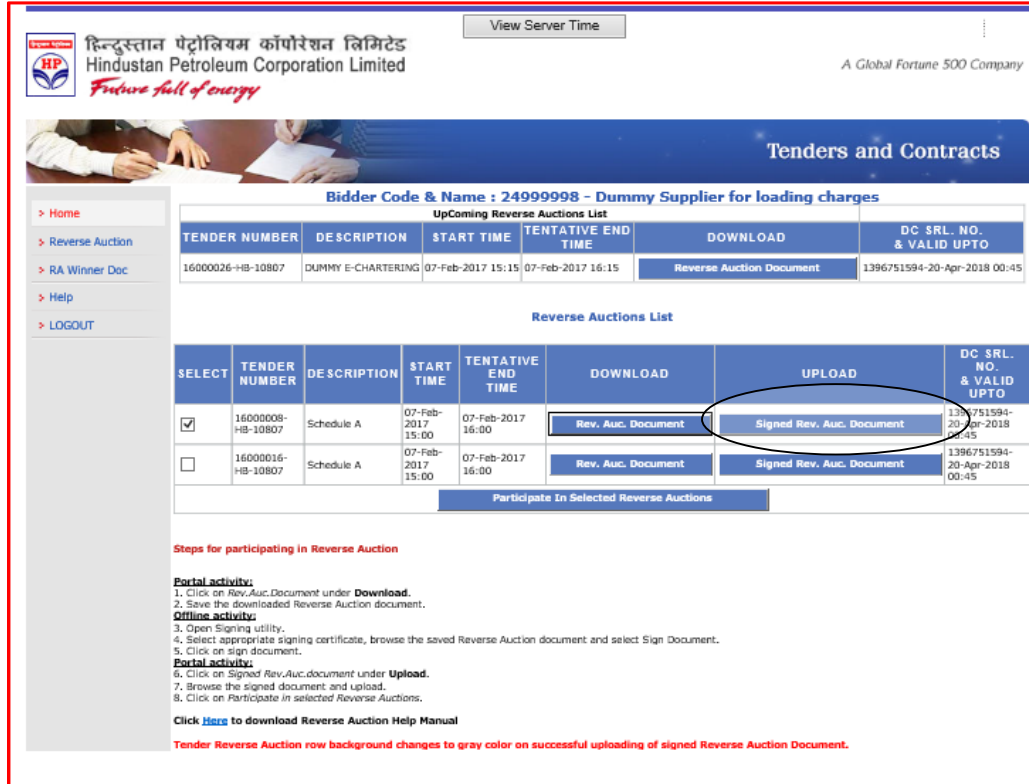
Signed document will be generated successfully



Click on 'OK'.

Portal activity:

4. Click on 'signed Rev.Auc.document' under 'upload'



Bidder Code & Name : 24999998 - Dummy Supplier for loading charges

UpComing Reverse Auctions List						
TENDER NUMBER	DESCRIPTION	START TIME	TENTATIVE END TIME	DOWNLOAD	DC SRL. NO. & VALID UPTO	
16000026-HB-10807	DUMMY E-CHARTERING	07-Feb-2017 15:15	07-Feb-2017 16:15	Reverse Auction Document	1396751594-20-Apr-2018 00:45	

Reverse Auctions List							
SELECT	TENDER NUMBER	DESCRIPTION	START TIME	TENTATIVE END TIME	DOWNLOAD	UPLOAD	DC SRL. NO. & VALID UPTO
<input checked="" type="checkbox"/>	16000008-HB-10807	Schedule A	07-Feb-2017 15:00	07-Feb-2017 16:00	Rev. Auc. Document	Signed Rev. Auc. Document	1396751594-20-Apr-2018 00:45
<input type="checkbox"/>	16000016-HB-10807	Schedule A	07-Feb-2017 15:00	07-Feb-2017 16:00	Rev. Auc. Document	Signed Rev. Auc. Document	1396751594-20-Apr-2018 00:45

[Participate In Selected Reverse Auctions](#)

Steps for participating in Reverse Auction

Portal activity:
1. Click on Rev.Auc.Document under Download.
2. Save the downloaded Reverse Auction document.

Offline activity:
3. Open Signing utility.
4. Select appropriate signing certificate, browse the saved Reverse Auction document and select Sign Document.
5. Click on sign document.

Portal activity:
6. Click on Signed Rev.Auc.document under Upload.
7. Browse the signed document and upload.
8. Click on Participate In selected Reverse Auctions.

Click [Here](#) to download Reverse Auction Help Manual

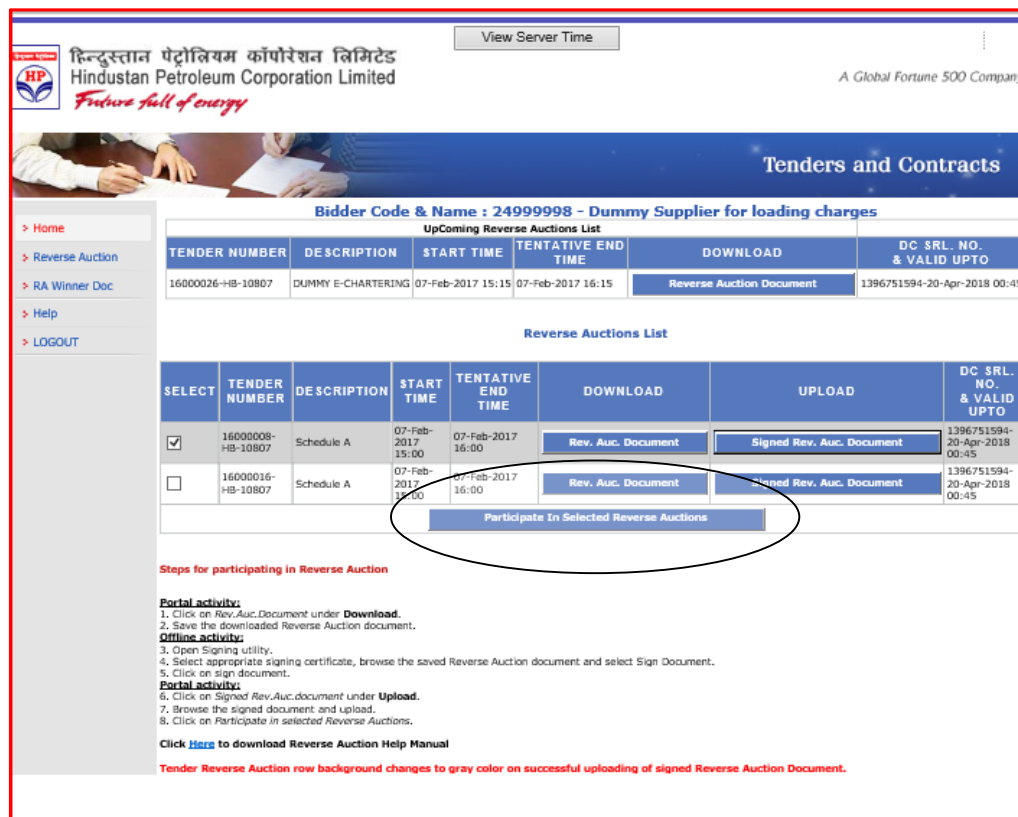
Tender Reverse Auction row background changes to gray color on successful uploading of signed Reverse Auction Document.

5. Browse the signed document and upload

16000008-HB-10807 - Schedule A

Upload Signed Reverse Auction Document: C:\Users\31919930\Desktop Browse...

6. Tender reverse Auction row changes to gray colour on successful uploading of signed reverse Auction documents.
7. Click on 'Participate in selected Reverse Auctions'.



Bidder Code & Name : 24999998 - Dummy Supplier for loading charges

TENDER NUMBER	DESCRIPTION	START TIME	TENTATIVE END TIME	DOWNLOAD	DC SRL. NO. & VALID UPTO
16000026-HB-10807	DUMMY E-CHARTERING	07-Feb-2017 15:15	07-Feb-2017 16:15	Reverse Auction Document	1396751594-20-Apr-2018 00:45

Reverse Auctions List

SELECT	TENDER NUMBER	DESCRIPTION	START TIME	TENTATIVE END TIME	DOWNLOAD	UPLOAD	DC SRL. NO. & VALID UPTO
<input checked="" type="checkbox"/>	16000008-HB-10807	Schedule A	07-Feb-2017 15:00	07-Feb-2017 16:00	Rev. Auc. Document	Signed Rev. Auc. Document	1396751594-20-Apr-2018 00:45
<input type="checkbox"/>	16000036-HB-10807	Schedule A	07-Feb-2017 15:00	07-Feb-2017 16:00	Rev. Auc. Document	Signed Rev. Auc. Document	1396751594-20-Apr-2018 00:45

Participate In Selected Reverse Auctions

Steps for participating in Reverse Auction

Portal activity:

- Click on Rev.Auc.Document under **Download**.
- Save the downloaded Reverse Auction document.

Offline activity:

- Open Signing utility.
- Select appropriate signing certificate, browse the saved Reverse Auction document and select Sign Document.
- Click on sign document.

Portal activity:

- Click on Signed Rev.Auc.document under **Upload**.
- Browse the signed document and upload.
- Click on Participate in selected Reverse Auctions.

Click [Here](#) to download Reverse Auction Help Manual


Tender Reverse Auction row background changes to gray color on successful uploading of signed Reverse Auction Document.

Bidders should select appropriate tender and click on "Participate in Selected Reverse Auctions" button. On selecting the participation button, reverse auction screen will be displayed.

The following sections describe the screens which are displayed for Non-SOR (non-Schedule of rates) and SOR (Schedule of rates) tenders respectively.

3.2 Screen for Non-SOR Tenders (Tenders not having schedule of rates)

Upon selecting a Non-SOR tender (Tenders not having schedule of rates) for participating in the bidding process, the following screen is displayed.



HP
हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड
Hindustan Petroleum Corporation Limited
A Global Fortune 500 Company
Future full of energy

Tenders and Contracts

Welcome 24999998-Dummy Supplier for loading charges to Reverse Auction 10-Feb-2017 14:45:58

Tender: 16000014-HB-10807 Desc.: Schedule A End Time: 10-Feb-2017 15:10

Select	Previous Bid	Current Landed Cost	Increment/Decrement Landed Cost by 0.5 %	Leading Bid	Submit current quote	Line Details	History
<input type="radio"/>	1915363.28	1915363.28	0	1915363.28	Submit Quote	Show	Submissions

Reverse Auction Screen Logout

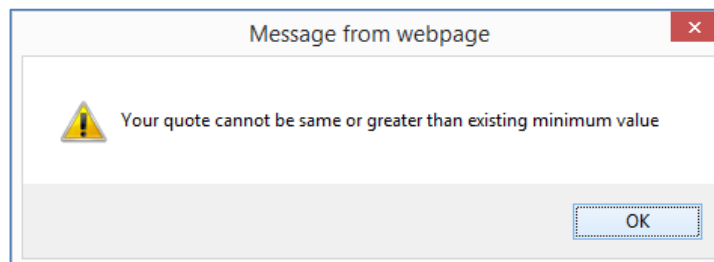
Reverse Auction currency INR.

If the SUBMIT QUOTE button is not enabled after a few seconds of clicking, please RE-LOGIN to the page.

Yellow color background indicates the due date and time of the respective Reverse Auction is over.

Field descriptions in Non-SOR Screen: The following fields are available in Non-SOR screen

- **Previous Bid:** At the start of the Reverse Auction this field will display Bidder's original quote given in Price bid. However, during the Reverse Auction, this field will show the previous quote submitted by bidder.
- **Current Landed Cost:** Bench Mark Price will be shown for first bid and thereafter latest bid as received by HPCL for successive bids.
- **Increment/ Decrement Landed Cost by << 0.00 % >>:** This field shows Reverse Auction decrement percentage or decrement amount as pre-set by HPCL. In the above example bidders can decrease the rate by 0.5%.
- **Upward-downward arrows are for arriving at proposed rate:** Bidders can arrive at the proposed amount by clicking the upward and downward arrow. No bid is submitted at this stage. *Bidders can increase the rate for arithmetic comparison but cannot submit the quote. In case the bidder tries to submit an increased quote the following error message will be displayed.*



- **Leading Bid:** At the start of RA process, this field will show the Bench Mark Price. Subsequently while auction is in progress, this field will show latest minimum quote submitted by the participating bidders.



- **Submit Current Quote:** This field has a Blue coloured button labelled as “**Submit Quote**”. This button is to be used by the bidder for actually submitting the revised quote. Bidder should remember to click on the corresponding radio button before click on “Submit”.
- **Line Details:** The Line details field has a blue button labelled as “**Show**” button. If bidder clicks on “show” button a popup screen is displayed. Bidders should click on the “Show” button to check individual item rates against a proposed amount, which has been arrived at by clicking “upward/downward arrow”. No bid is submitted by clicking “Show” button. In the popup screen bidder should click on “**Calculate line wise values as per current landed cost**” button to see detailed calculations for each of his decrement quotes.

15000002-HB-48002 :: Non SOR								
Calculate Line wise values as per current Landed cost					What do column values mean			
Line Description	Quantity	Currency	Base Rate	Tax Details	Tax Value	Nett Post Tax	Loading Factor	Landed Cost To HPCI
Sup. fix of AC valley	155	INR	20.1726	Packing and Forwarding:2% on (Base Value) , VAT:5% on (Base Value+Packing and Forwarding)	222.00	3348.75	0.02	3415.73
MS truss cantilever:Car shed	160	INR	33.2258	Packing and Forwarding:2% on (Base Value) , VAT:5% on (Base Value+Packing and Forwarding)	377.44	5693.57	0.02	5807.44
MS truss cantilever	165	INR	39.7483	Packing and Forwarding:2% on (Base Value) , VAT:5% on (Base Value+Packing and Forwarding)	465.65	7024.13	0.02	7164.61
EUROCON TILE- WALKWAY NLT 500	170	INR	46.2649	Packing and Forwarding:2% on (Base Value) , VAT:5% on (Base Value+Packing and Forwarding)	558.42	8423.45	0.02	8591.92
Eurocon Tile	175	INR	52.7943	Packing and Forwarding:2% on (Base Value) , VAT:5% on (Base Value+Packing and Forwarding)	655.97	9894.98	0.02	10092.88

Columns Description | [Go To Top](#)

1.The value given in the **Landed cost** field against each of the item is the prorated reduction in rate corresponding to reduced value/decrement entered by you in the main screen. Eg: If the quoted value of job was Rs: 50 lakhs, and current decrement value is Rs: 40 lakhs, then the rate of a particular item, which was quoted by you as Rs: 500 lakhs will now reflect as Rs: 400 lakhs.
2.The value given in the **Nett Post Tax** field against each of the item, is derived after reducing the actual loading factor applied for that item. Eg: If the loading factor for this item is 2%, then the value displayed would be Rs 392.16 lakhs.
3.The value given in the **Tax value** field against each of the item, is cumulative tax amount added on to the basic .
4.The value given in the **Bidder rate** field against each of the item, is derived after reducing the actual taxes quoted by the vendor, for that item. Eg: If the Tax applicable for this item is Service tax of 10 % then the rate displayed would be Rs 357.21.
5.While entering decrement, during reverse auction process, you may specifically refer to the **Bidder rate** to make a realistic estimation of whether the decrement submitted by you is workable rate.
6.You can also try out multiple decrement options and check out the value against the field (**Bidder rate**), before committing the decrement value by clicking **Submit** button.

- **History:** The History field has a blue button labelled as “**Submissions**”. Clicking on the “**Submissions**” button shows details of quotes submitted by the bidder with date and time. Bidders Price bid quote is also visible in submissions.

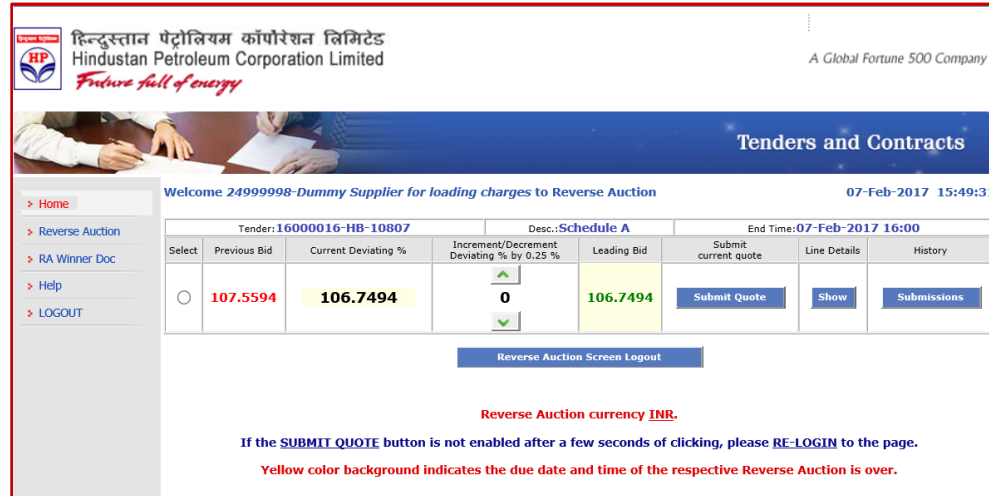
Your Submission History from Start Time:30/04/2015 20:05	
30/04/2015 20:58:56.356 ---	12727.6
30/04/2015 20:50:17.458 ---	12792.87
30/04/2015 20:49:59.270 ---	12858.14
30/04/2015 20:41:21.231 ---	12923.41
30/04/2015 20:34:17.556 ---	12988.68
24/04/2015 11:54:53.418 ---	14285.45
24/04/2015 11:54:34.011 ---	14367.55
24/04/2015 11:54:30.292 ---	14449.65
24/04/2015 11:54:22.089 ---	14531.75
24/04/2015 11:54:17.995 ---	14613.85
24/04/2015 11:51:22.643 ---	14778.05
24/04/2015 11:51:16.174 ---	14860.15
24/04/2015 11:50:20.484 ---	15024.35
24/04/2015 11:50:10.562 ---	15106.45
24/04/2015 11:50:07.233 ---	15188.55
24/04/2015 11:50:01.452 ---	15270.65
24/04/2015 11:49:34.763 ---	15352.75
Price Bid Quote ---	19124.63

- **Reverse Auction logout:** This button is useful for screen logout.
- **Digital clock:** Digital clock displays server time.

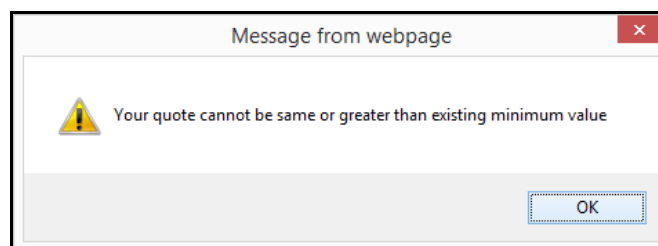
3.3 Screen for Schedule of rates Tenders

Upon selecting a SOR tender for participating in the bidding process, the following screen is displayed.

Field descriptions in SOR Screen: The following fields are available in SOR screen:



- **Previous Bid:** At the start of the Reverse Auction this field will display Bidder's original quote given in Price bid. However, during the Reverse Auction, this field will show the previous quote submitted by bidder.
- **Current deviating %:** Bench Mark Price will be shown here in the initial screen and latest bid received by HPCL for successive bids.
- **Increment/ Decrement Deviating % by << 0.00 % >>:** This field shows Reverse Auction decrement percentage pre-set by HPCL. In the above example bidders can decrease the rate by 0.5%.
- **Upward-downward arrows are for arriving at proposed rate:** Bidders can arrive at the proposed amount by clicking the upward and downward arrow. No bid is submitted at this stage. *Bidders can increase the rate for arithmetic comparison but cannot submit the quote. In case the bidder tries to submit an increased quote the following error message will be displayed.*



- **Submit Current Quote:** This field has a Blue coloured button labelled as "Submit Quote". This button is to be used by the bidder for submitting the actual RA quote.



- **Leading Bid:** This is the latest minimum submitted quote while Reverse Auction is in progress. At the start of Reverse Auction, leading bid is the Bench Mark Price. The leading bid is displayed as a percentage of SOR rate. In the above example screen shot, the leading bid is 61.54% of SOR rates which is 38.46% less than SOR rate. If the leading bid is above SOR rate it will be displayed as 100+ percentage ie. a leading bid which is 5.5% above SOR would be displayed as 105.50.
- **Line Details:** The Line details field has a blue button labelled as “**Show**” button. If bidder clicks on “**show**” button a popup screen is displayed. Bidders should click on the “**Show**” button to check individual item rates against a proposed amount, which has been arrived at by clicking “upward/downward arrow”. No bid is submitted by clicking “**Show**” button. In the popup screen bidder should click on “**Calculate line wise values as per current dev %**” button to see detailed calculations for each decrement.

16000016-HB-10807 :: Schedule A

Calculate Line wise values as per current Dev %

What do column values mean

Line Description	HPCL rate	Bidder rate	Tax Value	Nett Post Tax	Landed Cost
Excavation for foundation	9000	9057.2711	504.8885	9562.16	9607.45
COLUMNS/BEAMS M20	210.6	211.9401	11.8144	223.75	224.81

Columns Description | Go To Top

1.The value given in the Landed cost field against each of the item is corresponding to the actual decrement entered by you in the previous screen. Eg: If HPCL offered rate for an item is Rs 500/- and current decrement is 95.0 (ie 5% less than 100), then landed value displayed would be Rs 475/-.

2.The value given in the Nett Post Tax field against each of the item, is derived after adjusting the actual loading factor applicable for that item. Eg if the loading factor for this item is 2%, then the value displayed would be Rs 465.62.

3.The value given in the Bidder rate field against each of the item, is derived after reducing the actual taxes quoted by the vendor, for that item. Eg, if the Tax applicable for this item is Service tax of 10 % then the rate displayed would be Rs 422.97.

4.The value given in the Deviating percentage field against each of the item, is derived after comparing the Bidder rate with HPCL offered rate to display the actual percentage yield to the vendor vis a vis rate offered by HPCL for all items.

5.While entering decrement, during reverse auction process, you may specifically refer to the following fields: Deviating percentage and Bidder rate to make a realistic estimation of whether the decrement submitted by you is workable rate.

6.You can also try out multiple decrement options and check out the value against the above two fields (Deviating percentage and Bidder rate), before committing the decrement value by clicking Submit button.

- **History:** The History field has a blue button labelled as “**Submissions**”. Clicking on the “**Submissions**” button shows details of quotes submitted by the bidder with date and time. Bidders Priced bid quote is also visible in submissions.

Tenders and Contracts

Welcome 24999998-Dummy Supplier for loading charges to Reverse Auction 07-Feb-2017 15:58:03

Tender: 16000016-HB-10807 Desc.: Schedule A Extended End Time : 07-Feb-2017 16:05

Select	Previous Bid	Current Deviating %	Increment/Decrement Deviating % by 0.25 %	Leading Bid	Submit current quote	Line Details	History
<input checked="" type="radio"/>	105.3994	105.3994	0	105.3994	Submit Quote	Show	Submissions

Your Submission History from Start Time: 07/02/2017 15:00

07/02/2017 15:57:27.058 ---	105.3994
07/02/2017 15:57:24.761 ---	105.6694
07/02/2017 15:57:22.793 ---	105.9394
07/02/2017 15:57:20.230 ---	106.2094
07/02/2017 15:57:17.824 ---	106.4794
Price Bid Quote ---	107.5594

Reverse Auction Screen Logout

Reverse Auction currency INR.

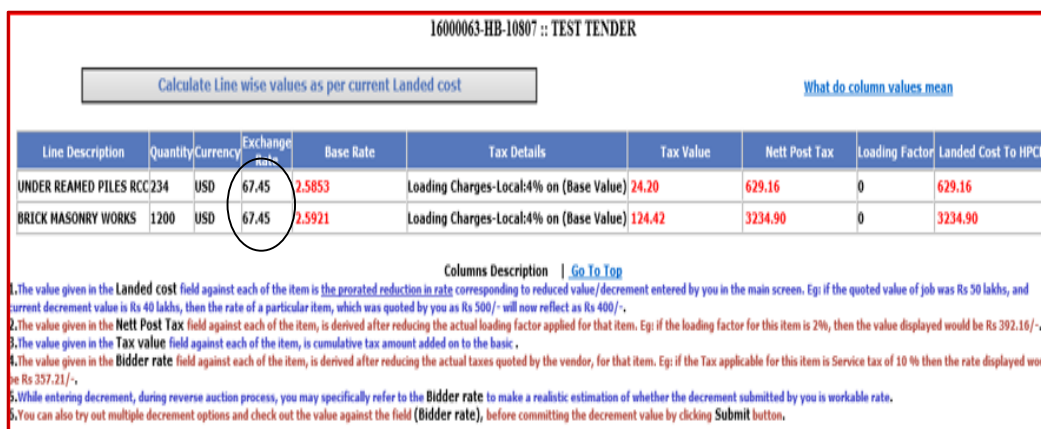
3.4 Screen for Multi-currency Tenders:

Upon selecting a Non-SOR Global tender (with multi currencies) for participating in the Reverse auction bidding process, the following screen is displayed. Bench Mark shall be in INR currency only.

Field descriptions are as shown in section 3.2.



- **Leading Bid:** This field will show the Bench Mark Price in INR currency. Bidders are requested to submit reduce rates in INR only.



Columns Description | [Go To Top](#)

- 1.The value given in the **Landed cost** field against each of the item is the **prorated reduction in rate** corresponding to reduced value/decrement entered by you in the main screen. Egi: if the quoted value of job was Rs 50 lakhs, and current decrement value is Rs 40 lakhs, then the rate of a particular item, which was quoted by you as Rs 500/- will now reflect as Rs 400/-.
- 2.The value given in the **Nett Post Tax** field against each of the item, is derived after reducing the actual loading factor applied for that item. Egi: if the loading factor for this item is 2%, then the value displayed would be Rs 392.16/-.
- 3.The value given in the **Tax value** field against each of the item, is cumulative tax amount added on to the basic.
- 4.The value given in the **Bidder rate** field against each of the item, is derived after reducing the actual taxes quoted by the vendor, for that item. Egi: if the Tax applicable for this item is Service tax of 10 % then the rate displayed would be Rs 257.21/-.
- 5.While entering decrement, during reverse auction process, you may specifically refer to the **Bidder rate** to make a realistic estimation of whether the decrement submitted by you is workable rate.

6.You can also try out multiple decrement options and check out the value against the field (**Bidder rate**), before committing the decrement value by clicking **Submit** button.

- **Line Details:** If bidder clicks on “**show**” button a popup screen is displayed. Bidders can view **individual item rates** against an intermediate decrement, (arrived at by clicking “upward/downward arrow”). *No bid is submitted by clicking “Show” button*. In the popup screen bidder should click on “**Calculate line wise values as per current landed cost**” button to see detailed calculations for each of his decrement quotes.



- For multi-currency tenders, **currency exchange rate** shall be visible in show screen. This currency exchange rate shall be of unpriced bid opening date. Basic rates are **displayed in original currency**. *For every decrement in INR, corresponding item rates are visible in original currency.*
- In case rates for certain lines are **quoted in INR**, the currency exchange rate shall be displayed as 1 (one).

16000061-HB-10807 :: TEST TENDER									
Calculate Line wise values as per current Landed cost					What do column values mean				
Line Description	Quantity	Currency	Exchange Rate	Base Rate	Tax Details	Tax Value	Nett Post Tax	Loading Factor	Landed Cost To HPCL
PCC 1:4:8 FOR FOUNDATION	234	INR	1	1.1305	Packing and Forwarding:5% on (Base Value) , Loading Charges-Local:4% on (Base Value+Packing and Forwarding)	24.34	288.87	0.02	294.16
UNDER REAMED PILES RCC	1200	GBP	90.21	1.1286	Packing and Forwarding:5% on (Base Value) , Loading Charges-Local:4% on (Base Value+Packing and Forwarding)	124.60	1478.94	0.02	1506.03

Columns Description | Go To Top

1.The value given in the **Landed cost** field against each of the item is the **grossed reduction in rate** corresponding to reduced value/decrement entered by you in the main screen. Eg: if the quoted value of job was Rs 50 lakhs, and current decrement value is Rs 40 lakhs, then the rate of a particular item, which was quoted by you as Rs 500/- will now reflect as Rs 400/-.

2.The value given in the **Nett Post Tax** field against each of the item, is derived after reducing the actual loading factor applied for that item. Eg: if the loading factor for this item is 2%, then the value displayed would be Rs 292.16/-.

3.The value given in the **Tax value** field against each of the item, is cumulative tax amount added on to the base. -

4.The value given in the **Bidder rate** field against each of the item, is derived after reducing the actual taxes quoted by the vendor, for that item. Eg: if the Tax applicable for this item is Service tax of 10 % then the rate displayed would be Rs 257.21/-.

5.While entering decrement, during reverse auction process, you may specifically refer to the **Bidder rate** to make a realistic estimation of whether the decrement submitted by you is workable rate.

6.You can also try out multiple decrement options and check out the value against the field (**Bidder rate**), before committing the decrement value by clicking **Submit** button.

4 Procedure for Submission of new reduced bid

Reverse auction shall be held for a period of 60 minutes. The auction process automatically gets extended by a further period of 5 minutes in case of receipt of any fresh bid during the last 5 minutes of the auction period. This process will continue until no bids are received in the last 5 minutes of the auction. Thereafter reverse auction shall get automatically closed.

During the bidding process, Bidders should use the increment/Decrement arrow keys to revise their bids. After the decrement is done, bidders should press the “**SUBMIT**” button to submit the fresh bid.

Upon submission of fresh bid, the bidder will be able to see his fresh bid in “**Previous Bid**” field.

4.1 Benchmark price calculation

As per the latest Reverse auction terms and condition, the benchmark price shall be the lowest of the prices quoted by techno-commercially accepted vendor’s bids vis-à-vis HPCL estimated rates. The benchmark price is discreetly calculated by system without revealing the vendors identity.

Please note -

During the entire bidding process, the bidder’s identity vis-à-vis quoted price shall be confidential.



☞ If a competitor submits a fresh reduced bid, the field “Leading Bid” for SOR or Non-SOR tenders will show the latest bid. This happens instantaneously and would be visible to all bidders on their screens.

☞ It may be noted that if two bidders submit the quote almost at the same time, the system will consider the bidders rate/quote which hits the system first. This time difference is logged till the mille second. In such a scenario, the system will send the following message to the second bidder cautioning him that the bid submitted is not the lowest bid.

Welcome 20009191-Lakshmi Kumaran & Sridharan to Reverse Auction 19-May-2016 14:15:39

Tender:15000022-HC-10003		Desc.:Demo Tenders		Extended End Time:31-Dec-2016 23:59	
Select	Previous Bid	Current Landed Cost	Increment/Decrement Landed Cost by 10 INR	Leading Bid	Submit current quote
<input checked="" type="radio"/>	59150.33	59100.33	0	59100.33	<input type="button" value="Submit Quote"/>

Validation Message

The Value Quoted by you is not Minimum value.

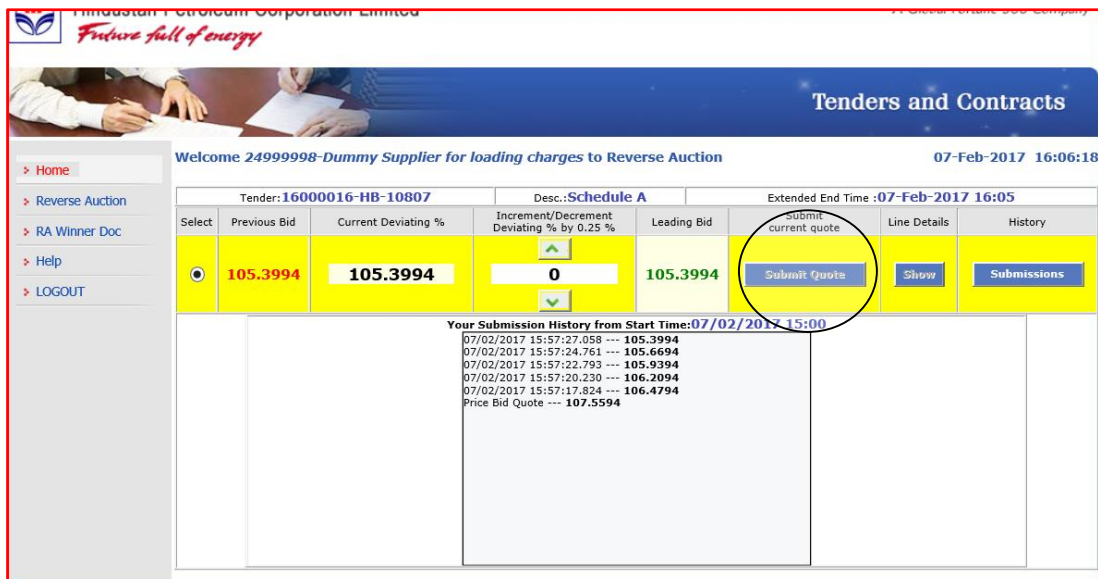
If the SUBMIT button is disabled, it indicates the auction is over.

Yellow color background indicates the due date and time of the respective Reverse Auction is over.

5 Reverse Auction Closure

As explained in section 3 above, the RA process will continue until no bids are received in the last 5 minutes of the basic auction period (60 mins) or extended auction period.

If no bid is received in the last 5 minute period, reverse auction shall get automatically closed. The moment RA is completed, colour of auction line changes to **'yellow'** and submit button will be disabled. This indicates the closure of Reverse Auction.



The screenshot shows the 'Tenders and Contracts' interface for a reverse auction. The header includes the HP logo and the text 'Future full of energy'. The main content area displays the auction details for tender 16000016-HB-10807, Schedule A, with an extended end time of 07-Feb-2017 16:05. The interface is divided into a left sidebar with navigation links (Home, Reverse Auction, RA Winner Doc, Help, LOGOUT) and a main table area. The table has columns for Select, Previous Bid, Current Deviating %, Increment/Decrement Deviating % by 0.25 %, Leading Bid, Submit current quote, Line Details, and History. The 'Submit Quots' button is circled in yellow. Below the table, a 'Your Submission History from Start Time: 07/02/2017 15:00' section shows a list of bids with timestamps and prices.

Select	Previous Bid	Current Deviating %	Increment/Decrement Deviating % by 0.25 %	Leading Bid	Submit current quote	Line Details	History
<input checked="" type="radio"/>	105.3994	105.3994	0	105.3994	Submit Quots	Show	Submissions

Your Submission History from Start Time: 07/02/2017 15:00

- 07/02/2017 15:57:27.058 --- 105.3994
- 07/02/2017 15:57:24.761 --- 105.6694
- 07/02/2017 15:57:22.793 --- 105.9394
- 07/02/2017 15:57:20.230 --- 106.2094
- 07/02/2017 15:57:17.824 --- 106.4794
- Price Bid Quote --- 107.5594

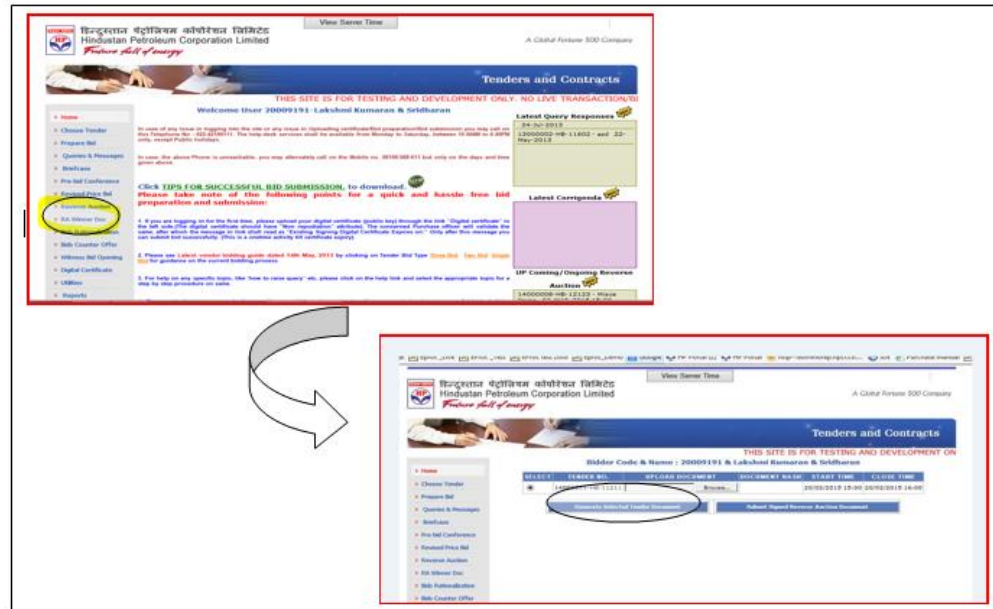
6 Refreshing of screen

Bidders can refresh the screen by clicking on **'Reverse Auction'** menu option in left pane, select the appropriate tender and click on participate in reverse auction button.

7 RA winner document

After completion of Reverse Auction, Lowest bidder will get an email intimation to download and submit the RA winner document.

Vendor can download the 'RA winner document' by clicking on the "Generate Browse & submit Winner Document" button available in "RA Winner Document" menu option as shown below.



The successful bidder should -

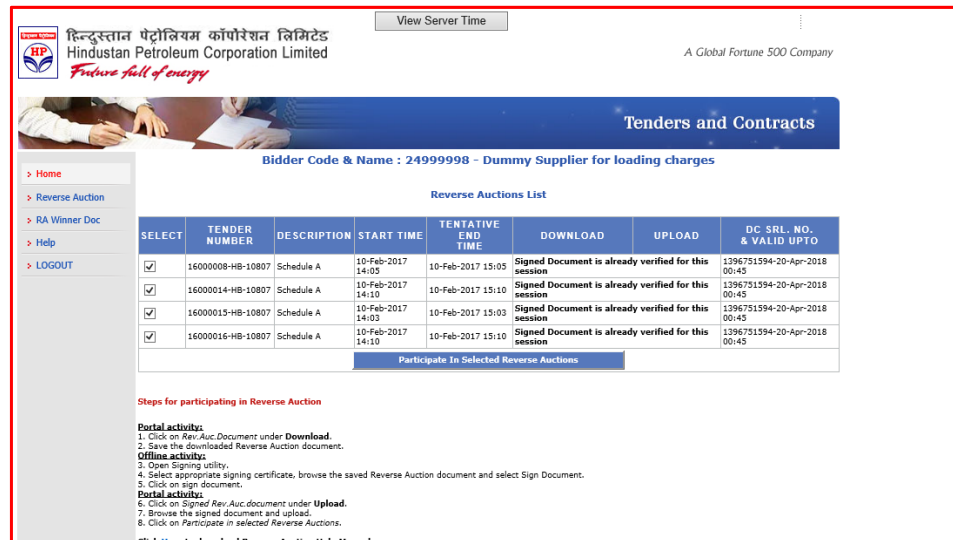
- Select tender and click on 'Generate selected Tender Document'.
- Save the document and sign it using signing utility.
- Select the signed document by browsing
- Submit signed Reverse Auction document.
- Bidder can save the following confirmation message generated by system for records.



8 Multiple Reverse Auctions

If a bidder wishes to participate in more than one RA at the same time, bidder should select all tenders and download and enter passwords for each selected tenders and click on 'participate in selected Reverse Actions' button.

- ☞ Please note a bidder can participate in upto 5 Reverse Auctions on the same screen at a time. Also, passwords are different for each of the different Reverse auction on same or different tenders.



Tenders and Contracts

Bidder Code & Name : 24999998 - Dummy Supplier for loading charges

Reverse Auctions List

SELECT	TENDER NUMBER	DESCRIPTION	START TIME	TENTATIVE END TIME	DOWNLOAD	UPLOAD	DC SRL. NO. & VALID UPTO
<input checked="" type="checkbox"/>	16000008-HB-10807	Schedule A	10-Feb-2017 14:05	10-Feb-2017 15:05	Signed Document is already verified for this session		1396751594-20-Apr-2018 00:45
<input checked="" type="checkbox"/>	16000014-HB-10807	Schedule A	10-Feb-2017 14:10	10-Feb-2017 15:10	Signed Document is already verified for this session		1396751594-20-Apr-2018 00:45
<input checked="" type="checkbox"/>	16000015-HB-10807	Schedule A	10-Feb-2017 14:03	10-Feb-2017 15:03	Signed Document is already verified for this session		1396751594-20-Apr-2018 00:45
<input checked="" type="checkbox"/>	16000016-HB-10807	Schedule A	10-Feb-2017 14:10	10-Feb-2017 15:10	Signed Document is already verified for this session		1396751594-20-Apr-2018 00:45

Participate In Selected Reverse Auctions

Steps for participating in Reverse Auction

Portal activity:

1. Click on Rev. Auc. Document under Download.
2. Save the downloaded Reverse Auction document.

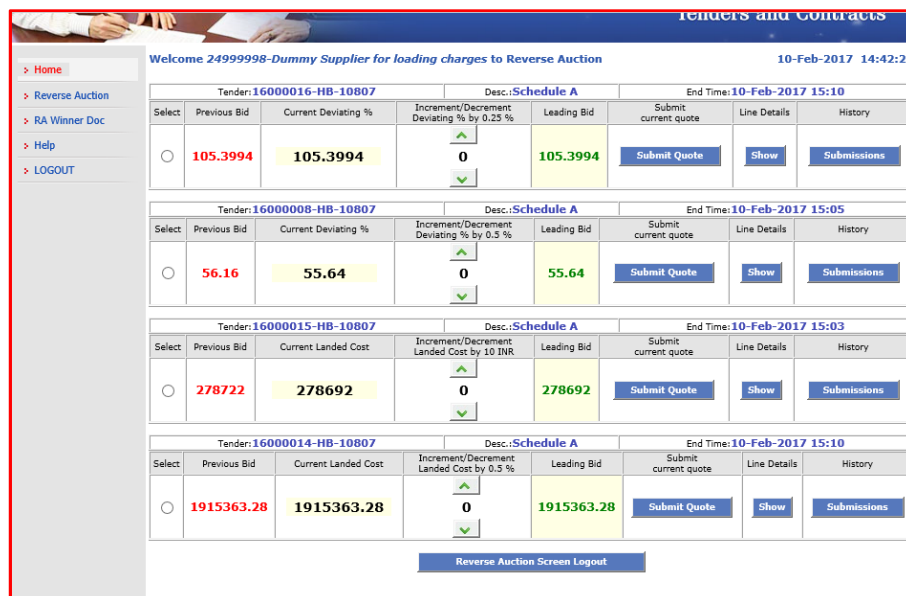
Offline activity:

3. Open Signing utility.
4. Select appropriate signing certificate, browse the saved Reverse Auction document and select Sign Document.
5. Click on sign document.

Portal activity:

6. Click on Signed Rev. Auc. document under Upload.
7. Browse the signed document and upload.
8. Click on Participate in selected Reverse Auctions.

On selecting multiple RAs the following screen is displayed.



Welcome 24999998-Dummy Supplier for loading charges to Reverse Auction 10-Feb-2017 14:42:22

Tender: 16000016-HB-10807		Desc.: Schedule A		End Time: 10-Feb-2017 15:10	
Select	Previous Bid	Current Deviating %	Increment/Decrement Deviating % by 0.25 %	Leading Bid	Submit current quote
<input type="radio"/>	105.3994	105.3994	0	105.3994	Submit Quote

Tender: 16000008-HB-10807		Desc.: Schedule A		End Time: 10-Feb-2017 15:05	
Select	Previous Bid	Current Deviating %	Increment/Decrement Deviating % by 0.5 %	Leading Bid	Submit current quote
<input type="radio"/>	56.16	55.64	0	55.64	Submit Quote

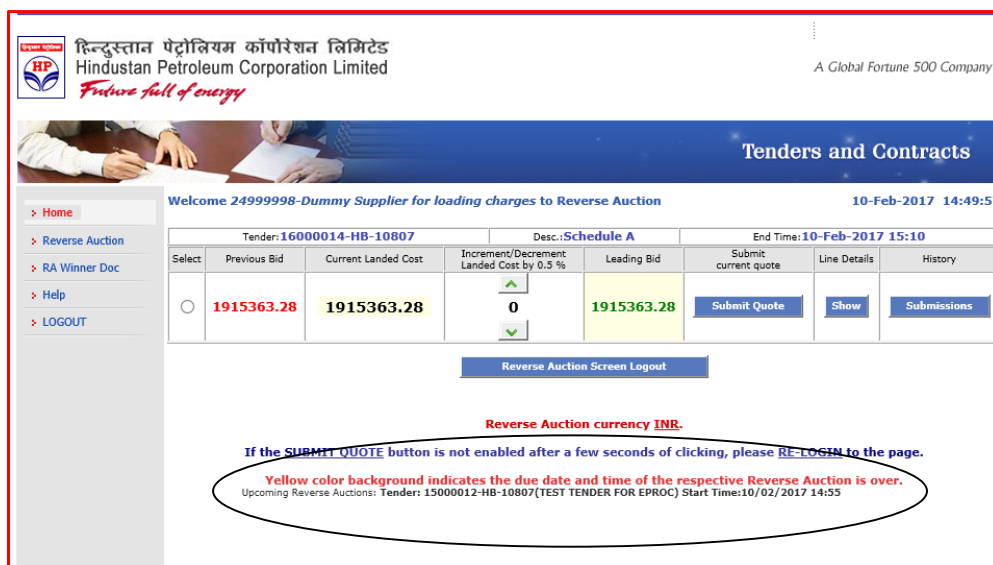
Tender: 16000015-HB-10807		Desc.: Schedule A		End Time: 10-Feb-2017 15:03	
Select	Previous Bid	Current Landed Cost	Increment/Decrement Landed Cost by 10 INR	Leading Bid	Submit current quote
<input type="radio"/>	278722	278692	0	278692	Submit Quote

Tender: 16000014-HB-10807		Desc.: Schedule A		End Time: 10-Feb-2017 15:10	
Select	Previous Bid	Current Landed Cost	Increment/Decrement Landed Cost by 0.5 %	Leading Bid	Submit current quote
<input type="radio"/>	1915363.28	1915363.28	0	1915363.28	Submit Quote

Reverse Auction Screen Logout

The procedure for participating in each of the multiple reverse auctions is same as that of participating in a single reverse auction explained in various sections above.

- **Scrolling Message on Upcoming RA:** If one RA is in progress and another RA is going to start, the eligible bidder will see a scrolling message 'Upcoming Reverse Auction:Tender no..... start time.....' on the screen.



HPCL हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड
Hindustan Petroleum Corporation Limited
Future full of energy

A Global Fortune 500 Company

Tenders and Contracts

Welcome 24999998-Dummy Supplier for loading charges to Reverse Auction 10-Feb-2017 14:49:57

Tender: 16000014-HB-10807		Desc.: Schedule A		End Time: 10-Feb-2017 15:10	
Select	Previous Bid	Current Landed Cost	Increment/Decrement Landed Cost by 0.5 %	Leading Bid	Submit current quote
<input type="radio"/>	1915363.28	1915363.28	0	1915363.28	Submit Quote

Reverse Auction Screen Logout

Reverse Auction currency INR.

If the **SUBMIT QUOTE** button is not enabled after a few seconds of clicking, please **RE-LOGIN** to the page.

Yellow color background indicates the due date and time of the respective Reverse Auction is over.

Upcoming Reverse Auctions: Tender: 15000012-HB-10807 (TEST TENDER FOR EPROC) Start Time: 10/02/2017 14:55

9 Postponement / Cancellation of Reverse Auctions

In case HPCL decides to postpone or Cancel a scheduled Reverse Auction, all eligible bidders will be informed by suitable e-mails well in advance.

In case of RA Cancellation due to RA failure or any other reason, bidders will also be informed by email to witness the price bids on the portal at scheduled date and time. A mail message will be received by eligible bidders towards this.

10 RA extension

- In extreme case of Server outage, network outage or failure of Internet connectivity, (or any other unforeseen conditions) from HPCL's end, fax/ E-Mail communication shall have to be made immediately, to concerned purchase officer of HPCL. No such request shall be entertained beyond one hour of the RA closing time. To provide equal opportunity, HPCL may decide to extend the Reverse auction at their discretion, but not as the right of the bidder. The vendors participating in Reverse Auction process shall be kept on standby for 1 Hour after RA closing time.



- HPCL shall investigate the above matter and decision for extension of Reverse Auction shall be based on the merit of the issues pointed out and verified by HPCL and same shall be final and binding on the vendor.
- HPCL shall complete the investigation within two working days of receiving complaint from any of the vendor.
- In case of decision to extend Reverse Auction, intimation mail may go out to all vendors within a day of investigation closure. Vendors shall generally be given intimation, a day in advance before extended Reverse Auction is commenced. The Reverse Auction shall commence from the last saved decrement value and shall be open for period of original duration from commencement.

11 Reports:

Bidder can see 'list of Reverse Auctions participated' thru Reports.

By clicking on 'Participated Reverse Auctions' in Reports tab, Bidder can see tender number, tender description, RA start date and End date , Closing Bid value and Bench Mark Price along with their own submitted bids along with date and time.

Participated Reverse Auctions					
TENDER NO.	REVERSE AUCTION FOR	START DATE TIME	END DATE TIME	CLOSING BID VALUE	BENCHMARK PRICE
14000045-HB-12001	Civil Jobs at Sewree Terminal	09-Mar-2015 12:30	09-Mar-2015 13:30	332551.47	369501.6229
		SUBMITTED DATE TIME	YOUR QUOTE		
		09/03/2015 13:21:39.881	332551.47		
		09/03/2015 13:21:21.662	339941.5		
		09/03/2015 13:21:16.896	347331.53		
		09/03/2015 13:17:27.979	354721.56		
		09/03/2015 13:17:18.463	362111.59		
		Price Bid Quote	369501.62		
14000008-HB-11111	SOR tender 1	11-Mar-2015 14:30	11-Mar-2015 15:40	93.2525	100.0025
		SUBMITTED DATE TIME	YOUR QUOTE		
		11/03/2015 15:34:32.563	93.2525		
		11/03/2015 15:33:22.888	93.5025		
		11/03/2015 15:32:52.371	93.7525		
		11/03/2015 15:32:37.558	94.0025		
		11/03/2015 15:32:24.010	94.2525		
		11/03/2015 15:32:16.603	94.5025		
		11/03/2015 15:32:10.181	94.7525		
		11/03/2015 15:31:51.837	95.0025		
		11/03/2015 15:31:36.586	95.2525		
		11/03/2015 15:31:28.711	95.5025		
		11/03/2015 15:31:24.695	95.7525		
		11/03/2015 15:30:48.818	96.0025		
		11/03/2015 15:30:40.115	96.2525		
		11/03/2015 15:30:37.662	96.5025		
		11/03/2015 15:30:34.849	96.7525		
		11/03/2015 15:30:31.161	97.0025		
		11/03/2015 15:30:28.583	97.2525		
		11/03/2015 15:30:23.270	97.5025		



12 Email Messages to Bidders

If eligible bidders will be getting e-mails pertaining to Reverse Auctions from time to time. A list of such e-mails is given below –

- **Email Regarding witnessing of loading factors**

Evaluation has been completed for Tender/Schedules/Lines: 10-02-2016 16:36:25 in the system. Please login to the site <https://etender.hpcl.co.in> and click Witness bid opening tab to witness loading factor if any against above tender. Note: This is system Generated Mail. Pls do not reply to this email.

- **Mail Regarding Reverse Auction date & Time (including Loading factors)**

Reverse Auction has been called for a schedule of above tender. Please login to your account. Go to reverse auction tab. Download RA Document. Sign it with the appropriate certificate and upload it on the same page to proceed for participation in reverse auction.. RA Desc : Schedule A RA Date On: 18-05-2016 16:05:00. Please login to witness your Loading Factors before participating in Reverse Auction on schedule date and time. You may refer the help manual available in portal to understand the RA process.

Please ensure to login on the scheduled date and time to participate in the reverse auction. You may also contact Helpdesk at 022-4114666 between 8.00 AM to 8.00 PM for any kind of support on the RA process.

- **Email regarding Reverse Auction Winner document:**

Reverse Auction has been concluded for a schedule of above Tender. Tender Number: XXXXXXXXXX , RA No:356 ,RA Desc: SCHEDULED A ,RA Date:26-MAR-2015:12:00 You are the lowest bidder on the recently concluded RA against subject tender. Please click on RA winner doc tab and submit the digitally signed RA winner document, generated from system as a token of confirmation to the final rate submitted by you. HPCL reserves the right to further negotiate the prices with lowest bidder for reducing the price/cancel the reverse auction process/tender at any time before ordering without assigning any reasons except in cases where tender is required to be cancelled after opening of priced bid and identification of L1 vendor wherein reasons for cancellation are to be conveyed to the L1 vendor.



- **Email Regarding postponement of Reverse Auction**

Reverse Auction for Tender No 15000017-HB-10807 - SOR TENDERS scheduled at 01-May-2015 12:00 is postponed to 01-May-2015 15:00. Please ensure to login on the scheduled date and time at 01-May-2015 15:00 to participate in the reverse auction event. RA slot is not available

- **Email regarding Cancellation of Reverse Auction**

Reverse Auction for Tender No 15000016-HB-10003 - Demo Tenders scheduled at 20-Apr-2015 15:45 is cancelled. Bid opening can be witnessed from 20-Apr-2015 16:00 onwards. RA is cancelled

- **Reverse Auction Extension Mail**

Reverse Auction has been extended for a schedule of above tender scheduled at 22-Apr-2015 14:00 has been extended and new event time is 04-Feb-2016 15:00. We regret the inconvenience caused. Please login to your account in <http://etender.hpcl.co.in>, Click on Reverse Auction tab and participate in Reverse Auction with new decrypted password.

----- *End of document* -----

Tender No. : 19000329-HD-10120



Tender Published On : 04-Nov-2019 09:58

TECHNICALS

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Technical spec	Tech spec2.pdf	-	No
2	STC	STC.pdf	-	No

(TECHNICAL PART OF TENDER DOCUMENT)

PUBLIC TENDER

FOR TURNKEY DESIGN SUPPLY, INSTALLATION & COMMISSIONING OF 260 kW_p GRID
CONNECTED SOLAR PHOTOVOLTAIC POWER GENERATING PLANT UNDER NET
METERING ALONG WITH 5 YEARS COMPREHENSIVE OPERATION AND MAINTENANCE
AT TALEGAON BOOSTER STATION OF MUMBAI-PUNE-SOLAPUR PIPELINE AT
TALEGAON, DISTRICT PUNE, MAHARASHTRA

I.	Introduction:	3
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IV.	Expected Solar PV Plant Design:	13
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I. Introduction:

Hindustan Petroleum Corporation Limited (HPCL) is a Government of India Enterprise with a Navratna Status, and a Forbes 2000 and Global Fortune 500 company. HPCL has 2 major refineries one in Mumbai and the other in Vishakapatnam. It is listed on the Bombay Stock Exchange and the National Stock Exchange.

HPCL intends to set up a Solar Photovoltaic Power Generation Plant of 260kWp at Talegaon Booster Station of Mumbai –Pune-Solapur Pipeline (MPSPL) at Talegaon, District Pune, Maharashtra State, on a Lumpsum **Turnkey Design, Supply, Installation & Commissioning with 1 year Free O & M during Defect Liability Period and 5 years Comprehensive Operation & Maintenance Contract Basis** with the selected bidder.

II. Site Details

HPCL intends to set up Solar PV Power Generation Systems at the following location, with the capacity and address as per table A:

TABLE A:

Sr. No	Location	Address	Coordinates	DC Capacity Proposed	Minimum AC Output required
1.	Talegaon Booster Station, MPSPL, HPCL	Talegaon, District Pune	18.74 ° N 73.67°"E	260kWp	230kW

HPCL TALEGAON BOOSTER STATION MUMBAI-PUNE-SOLAPUR PIPELINE:



Figure 1: Satellite image of HPCL Mumbai Pune Solapur Pipeline Location

The above satellite image shows the entire HPCL Talegaon Booster Station of MPSPL. It is intended to set up Solar PV Plants on available ground area (as demarcated by HPCL) and RCC Flat terraces and proposed in the areas given below:

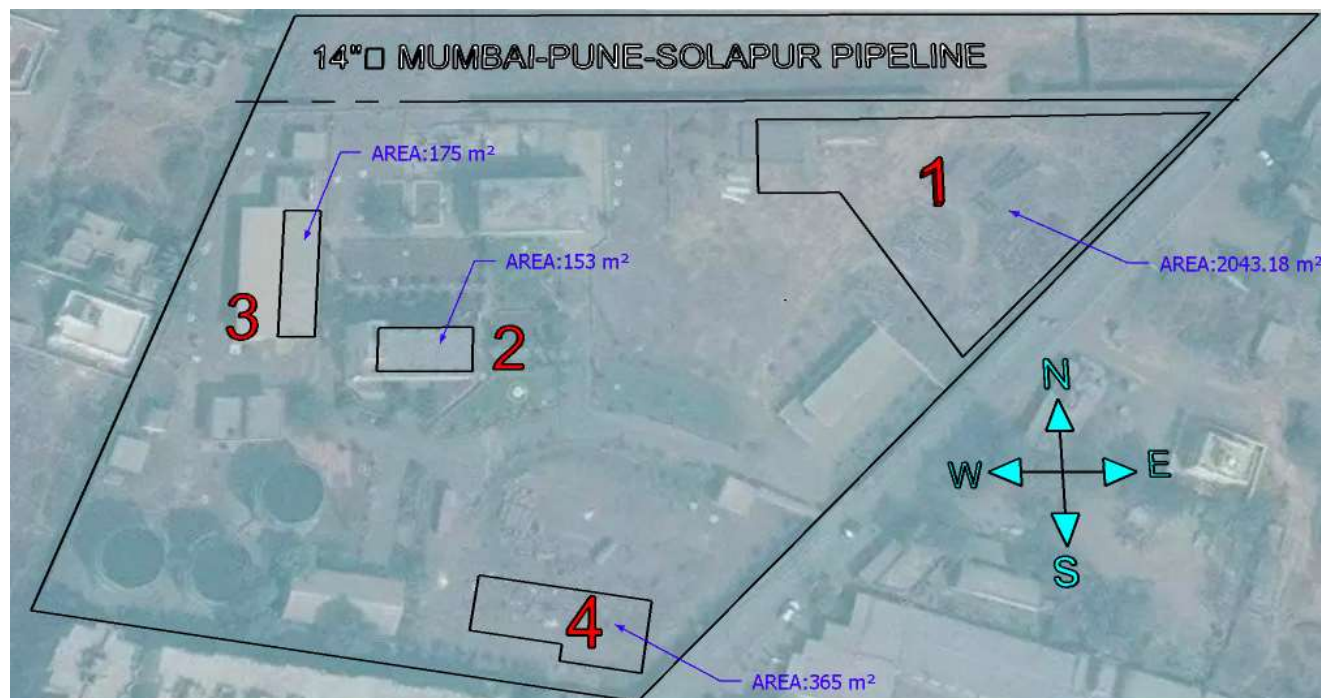


Figure 2: Areas allocated for Proposed Solar PV Plants

The table below shows the areas, the type of installation and the expected structure for the various locations identified in the premises. It is advised that the intending bidder verify and measure every location for better understanding the requirements to be considered for submitting the bid.

Location wise Summary of Expected Installation				
Loc. No	Type	Orientation	Installation Type	Approximate Area
1	Open Ground	South 20°	Ground mounting	~ 2043 m ²
2	Admin / Control Room	South 20°	RCC Flat roof	~ 153 m ²
3	Terrace	South 20°	RCC Flat roof	~ 162 m ²
4	Open Ground	South 20°	Ground mounting	~365 m ²

III. Scope Of Work & Services For Design, Supply, Installation & Commissioning

1. The Grid Interactive Solar PV Power Generating System to be Designed, Supplied, Installed & Commissioned at Talegaon Booster Station of **Mumbai –Pune-Solapur Pipeline, at Talegaon, District Pune, Maharashtra State**, will be a multi location ground mounted and RCC roof mounted plant. The Solar PV Plant should have a minimum DC Input of 260 kWp and the minimum AC output of 230 kW.
2. The scope of work and services includes but is not restricted to the following:
3. Design, Supply, Installation, Commission testing with **1 year free O & M during defect liability period** and 5 years comprehensive Operation & Maintenance of the Grid Connected Solar PV Power Plant after 1 year defect liability period.
 - a. Solar Modules of adequate quantity to meet the design requirements.
 - b. The Solar Module Mounting structure adequately designed to meet the technical requirements along with frames, purlins, rafters, sag rods and foundations with foundation bolts and other accessories.
 - c. The Soil testing, clearing of site of trees, bushes, debris, vegetation, adequate ground improvement, landfilling, compacting, storm water drainage, levelling etc.
 - d. Grid Interactive String Inverters with Surge Protection Devices (SPD) either within the inverter or externally mounted in Array Junction Boxes.
 - e. Array Junction Boxes, if required.
 - f. Solar DC Copper Cables
 - g. LT Power and Control Cables including end terminations and required accessories for AC & DC power.
 - h. Datalogger for remote data monitoring along with Ambient Temperature Sensor, Module Temperature Sensor, Solar Irradiance Sensor and Wind Sensor.
 - i. Inverter Interaction Panel/s with AC SPD's.
 - j. Grid Interaction Panel/ Solar L.T Panel with SPD's, Digital Display of PF, Current, Voltage, Energy in KWh.
 - k. Disconnection panel at PMCC room.
 - l. Communication cable and other control cables.
 - m. Lighting Arrestors and Protection system, earthing kits and earthing systems.
 - n. PVC Pipe, trenches, Cement Pipes and accessories as required by design.

- o. Pathways around the periphery of the Solar Site and up to inverter and ACDB/ LT Panels locations.
- p. Cable markers installed at appropriate points to indicate DC and AC LT cables drawn underground.
- q. Suitable size enclosure for housing Inverters, Solar LT panel, computer or other equipment.
- r. HT Metering cubicle, CT's, PT's, Bidirectional Net Energy Meter as per guidelines of Local DISCOM and net metering policy. Necessary Check meter and accessories as per Local DISCOM requirements and as per net metering policy.
- s. Solar LT Metering Cubicle/s along with suitable CT's, PT's etc as per Local DISCOM requirements and as per net metering policy.
- t. Liasoning and seeking permissions from local DISCOM for connecting the Solar PV Plant to the DISCOM Electrical Network.
- u. Liasoning and seeking permissions / approvals from CEIG/CEA/ Electrical Inspectors office for setting up the Grid Interactive Solar PV Power Generating System.
- v. Liasoning and seeking permissions from any other Government department for setting up and running of the Grid Interactive Solar PV Power Generating System.
- w. Liasoning and seeking permissions from any Government department for site clearing, removal of vegetation, cutting of trees, removal of debris etc
- x. Water piping, pump, along with module cleaning equipment including hose pipes and water outlets at convenient locations within the Solar PV Yard for regular cleaning of the Solar PV Plant.
- y. Fire extinguishers, danger plates, name board etc.
- z. Transportation, loading, unloading of all materials, equipments etc.
- aa. Training of HPCL nominated executives and technicians.
- bb. Testing equipment/ material for maintenance, monitoring and regular upkeeping of the Solar PV Power Generating system.
- cc. Any other equipment/ material/ service required for successful completion of the respective Solar PV Power Generating Systems.

4. Design of the Grid Interactive Solar Power Generating System and its associated electrical & mechanical auxiliary systems includes preparation of Single Line Diagrams (SLD's), Plant Layout drawing, Solar Module Layout drawing, Electrical Layouts, Communication drawing for remote monitoring and sensors, Solar Module Mounting Structure Drawings, Foundation Drawings, Earthing System Drawings with design calculations, Lightning System drawing with field coverage calculations, Control Panels/ Electrical Panels drawings, pathway design drawing, fencing and gate drawings, as build drawings, and any other drawings as required for construction of the Solar PV Plant.
5. The selected supplier shall submit the detailed design of the complete Solar PV Power Generation systems using PV SYST software to optimize the combination of modules considering the location, insolation, nature of load etc. The weather data should be acquired from the latest version of Meteonorm software.
6. The selected supplier should submit all the design and construction drawings to the Location In-charge of HPCL to facilitate the approval process from Project Management Consultant/ HPCL. The selected supplier must meet in person along with the design team and the PMC at site for discussions and approval of the final accepted drawings.
7. Civil Works shall be performed with respect to the following but not limited to
 - a. Site Grading, Levelling, landfilling, compacting, clearing of vegetation if required.
 - b. Clearing of site of bushes, grass or any structure that would obstruct the construction of the Solar PV Plant after seeking permissions from local HPCL authorities or any local/ state/central government department.
 - c. Construction of suitable foundation for Module Mounting structure having modules fixed at fixed tilt angle.
 - d. Trenching for cable laying and water piping with necessary sealants / adhesives/ cement binders etc.
 - e. Excavation of trench for cable route from Solar LT Panel room to PMCC room. Route includes path across road between solar array field and PMCC room and work must include digging up and reconstruction road (as applicable) and storm water drain as per site requirement.
 - f. Manholes for cable trenches for maintenance work at regular intervals for Cables and water pipes.
 - g. Providing enclosure for Inverters, IIP's , ACDB's AJB's etc.
 - h. Civil work for Mounting AC Distribution Panels/ Inverter Interaction Panels in field.
 - i. Water piping at all given areas for creating a water cleaning facility..
 - j. Civil work for Earth chambers and Lightning Arrestors.
 - k. Civil Work for mounting Solar MMS on the terrace floors.

8. Installation work shall be performed with respect to the following but not limited to:
 - a. Clamping and securing the Solar Modules on the MMS frame / purlins.
 - b. Installation of String Inverters, Switchgears, AC Distribution Panels/ Inverter Interaction Panels, Solar LT Panels etc.
 - c. Installation and laying of DC and AC cables through Conduit pipes / Hume Pipes/ Cement pipes with proper sealing.
 - d. Installation of Cable trays, supports, brackets, Lighting Arrestor.
9. Testing of all strings, DC inputs, Control Panels, AC & DC Terminations, Solar LT Panels, Communication systems, earth pits, etc and commissioning of the Solar PV Power Plant.
10. **Land Development, including contour survey, grading, Soil investigation, testing, ground improvement if required, compacting and providing suitable gradient to the land enabling flow of water to the existing Storm water drainage of the location to ensure that the site is free from any water logging during the monsoon.**
11. Obtaining CEIG / CEA clearance form Electrical Inspectors office as per Government rules and with any other government department for setting up the Solar PV Power Plant.
12. Application and seeking permission approval from local DISCOM for net metering arrangement as per rules and regulations. Testing of Energy meters (HT, LT Check meter), CT's, PT's, metering Kiosks as per directive of local DISCOM and /or electrical inspector or any concerned office. Net metering agreement between DISCOM and HPCL to be ensured by the selected bidder.
13. Submission of following documents, drawings, Datasheets, design and engineering information to HPCL or its authorized representative for approval in 3 copies.
 - a. Datasheets of all equipments/ components.
 - b. Design calculation for LA, Switchgears, cable, Busbars, Earthing pits selection.
 - c. All Layout drawings
 - d. Wiring drawings
 - e. SLD's
 - f. PV SYST report
 - g. Soil testing report
 - h. Foundation report approved by Structural engineer
 - i. Module Mounting structure wind speed calculations approved by Structural engineer.
 - j. O&M Manuals
 - k. Test reports of all equipments and components.

14. Establishing a system to maintain an inventory of spare parts, tools, testing equipments, consumables and other supplies that would be used to facilitate the daily operation of the Solar PV Plant.
15. The installation shall be carried out by the selected bidder or his licensed electrical contractor holding a valid license as required by the State Government Authorities. All skilled labors like electricians, welders, fitters etc should possess valid certificates / licenses as applicable by local authorities.
16. The selected bidder shall provide the necessary drawings and documents required by statutory authorities and obtain approval before commencement of installation work. It shall be the sole responsibility of the selected bidder to obtain safety certificate/ approval from local statutory authorities.
17. Any modification in the equipment or installation that may be demanded by the inspecting authorities shall be carried out by the selected bidder at no additional cost to HPCL.
18. Clearing the site of after installation work should be carried out by the selected bidder. The site during construction stage should also be regularly cleaned of any unwanted material/ plastic packaging/ boxes etc.
19. The selected bidder shall furnish a schedule of inspection / testing of major equipment so that HPCL may send its representative to witness the tests. All equipment testing/ inspection reports, factory test reports, site commissioning report should be furnished by the selected bidder upon completion of installation and commissioning of the project. However, this shall not absolve the responsibility of the bidder on providing the performance guarantee/ warrantee.
20. Solar Modules` be inspected and tested through one of the following third party inspection agency only viz; TPL (Tata Projects Ltd), SGS, LLOYD, DNV, RITES, TUV Nord., Bureau Veritas (India) Pvt Ltd, during manufacture and in assembled condition prior to dispatch in accordance with the standard practice/ QAP of the manufacturer and applicable Standards at no cost to HPCL. Copies of test certificates for such inspections in triplicate shall be supplied before dispatch of the equipment to the project site.
21. HPCL team and /or its authorized representative will carry out physical inspection of all material delivered at site.
22. All equipment, components and material supplied should adhere to the latest version of international / national standards. (Certification given in technical specifications section)

23. Any other item not specifically mentioned in the specification but which are required for installation, commissioning and satisfactory operation of the Solar Power plant are deemed to be included in the scope of the specification unless specifically excluded on turnkey basis.

24. **Summary of activities is as given below (S-Supplier, P-Purchaser):**

SUMMARY OF ACTIVITIES			
A	Approvals		
1	All the documentation work related approval, clearance, submission from various State or govt. or any other legal authority to successful implementation and commissioning of the project. This includes permissions from CEIG, CEA, Forest department, Electricity Board for net metering, any local bodies etc.	S	P (HPCL will provide only supporting document)
2	PESO Approval		P
B	General Works		
1	Contour and topography in AutoCAD with kmz at site as per signed off boundary coordinates between EPC and HPCL, SBC with Angle of friction, Cohesion and unit weight, chemical properties of Soil, ERT, CBR, Water sample testing	S	
2	Transit insurance, Workmen compensation, EAR insurance	S	
3	Handling Local issues (if any) for EPC Scope of Work	S	
4	Land development, Tree's cutting, bushes clearing for Complete plant area	S	
5	Construction Power and water		P
6	Temporary storage, security and manpower basic amenities	S	
7	Health, Safety and Environment Standards	S	
C	Supply, Design, Installation, Testing & Commissioning		
	DC Part		
1	Supply of Photovoltaic Module	S	
2	Unloading at site, storage, inter carting, shipping on desired location from storage yard, Security and Installation of Photovoltaic Module	S	
3	Responsibility of Disposal of PV cartoons and any packing material	S	
4	Interconnecting Cables for PV Modules 4 sq. mm and 6 sq. mm as per design concept with supply of UV Resistance cable tie	S	
5	DC Connectors and termination kits and tools	S	
6	Cable Trench for DC Cable through Sealed CPVC Pipes	S	
7	DC side Earth Pit (As per detailed engineering)	S	
8	PV Module Earthing	S	
9	MMS Earthing	S	
10	Inverter Body/Dedicated Earthing	S	
11	ESE Lighting Arrester Earthing	S	
12	Chain Link fencing with Gate and Fence Earthing (if required)	S	

13	Weather Monitoring System-Meteorological station with sensors and data logger with its fixing arrangement including pyranometer, anemometer, temperature sensor, ambient temperature sensor etc.	S	
14	Complete DC Yard Earthing	S	
15	ESE Lightening Arrester	S	
16	Cable termination and jointing kits (Indoor/Outdoor)	S	
17	Cable Tray along with Support structure/HDPE Pipe/Hume Pipe/Conduits for cable laying wherever required	S	
18	Connection accessories – lugs, ferrules, glands etc.	S	
19	Module Mounting Structures (Fixed Tilt structure) with associated accessories and Hardware fasteners	S	
20	Associated civil foundations for MMS	S	
	AC Part		
1	Supply of Power On Grid Inverters with Remote Monitoring and data logging	S	
2	Unloading at site, storage, inter carting, shipping on desired location from storage yard, Security and Installation of Inverter	S	
3	Supply of Inverter Interaction Panels (IIP)	S	
4	Trenching cable laying between inverter to IIP's to ACDB/ Main LT Panel upto grid point as per requirement of Utility for net metering	S	
5	Cable Tray along with Support structure/HDPE Pipe/Hume Pipe/Conduits for cable laying wherever required	S	
6	Supply of all energy meters including HT Bi directional meter (netmeter), LT Solar Generation meters, associated CT's , PT's as per requirement of EB	S	
7	Supply of metering cubicles(Main and / or Check) HT & LT with CT's and PT's as per requirement of EB, if required.	S	
8	AC Earthing as per CEIG & Design requirement	S	
9	Control Room -AC Distribution Board	S	
10	Surge Protection devices and Fuses	S	
11	Rubber Mats for specific kV ratings	S	
12	Fire extinguisher & Fire Alarm in Control room	S	
13	Sand Buckets	S	
14	Termination at HPCL Main LT Panel end	S	
15	Termination of DC and AC cable along with termination kit, suitable lugs	S	
D	Civil Works		
1	All civil works related to MMS structure	S	
2	MMS Foundation as per design concept	S	
3	Foundations for AC Panels etc as per design	S	
4	Lighting Arrester Foundation	S	
5	Inverter Mounting Structure & Foundation if required	S	
6	Earth Pit with chamber covers and earthing arrangement	S	

7	Providing suitable gradient to the land to enable flow of rain water to existing storm water drainage	S	
8	Design and Construct Hume pipe at the required peripheral boundary wall crossing wherever required	S	
9	Enclosures of Inverter & AC Panel room as required	S	
10	Soil Excavation and disposing, MV/LV Cable Laying and back filling (inside the Plant boundary)	S	
11	Cross over of different types of cables, Road crossing with hume Pipe	S	
12	Foundation and civil work for outdoor Inverter	S	
13	Foundation for metering panels/ cubicles/ etc as per requirement	S	
14	Cable trench and associate civil work as per design requirement	S	
	Other Plant Works		
1	Detailed Soil Testing & Investigation Reports	S	
E	General Scope		
1	Plant Design and Layout	S	
2	Land area grading as per module mounting structure fixing requirement. Cleaning of land of vegation, Land filing as required.	S	
3	Module cleaning system & Piping networks	S	
4	Loading & Unloading of equipment's of Bidders scope of work	S	
5	Hiring Crane/Hydra for installation of equipment	S	
6	Danger sign plates.	S	
7	Compacted Murum Road of 2 m on periphery of the Solar PV Plant	S	
8	Plant commissioning and mandatory spares	S	
9	Responsibility of damaging materials while installation/ testing or commissioning	S	
10	Clearing of scrap after completion of work	S	
11	EPC Contractor Labor License	S	
12	Design and Documentation, submission of detailed drawing, datasheet, GTP, GA, Type Test report, etc. and other necessary documents	S	
13	Spares as per list provided	S	

IV. Expected Solar PV Plant Design:

1. The solar modules will be connected in desired series parallel combination with system voltage of not more than 1000V DC. The DC Power generated by the Solar Modules will be converted to AC Power by Grid Interactive String Inverter/s that will deliver 3 Phase, 415V, 50Hz power output duly synchronized with the incoming Utility power.
2. The system would prioritize the Solar Power over the Utility power during the day. In case of lower solar irradiance the balance power requirement over and above the power supplied by the Solar PV System will be supplied by the grid. In case of power requirement before sunrise or after sunset or in case failure of the solar PV system the utility power will feed directly to the loads.
3. The respective Grid Interactive Solar PV Plant will be connected to the local utility under the net metering agreement wherein the excess energy generated and not consumed by HPCL will be credited by the utility in the monthly billing. The net metering agreement of HPCL with the local DISCOM will be facilitated by the selected bidder and all necessary approvals, permissions, compliances required by DISCOM, CEIG or any local authority should be taken by selected bidder.
4. In case of failure of grid power, the Inverters having anti-islanding feature will disconnect the supply of the Solar Power from the Solar PV System to avoid reverse feeding into the grid.
5. The system must be designed for maximum safety and durability considering the long life of the solar modules.
6. It is proposed to use Poly Crystalline technology Solar PV Modules. The Solar Modules should be rated at 330Wp and above at STC. Higher efficiency Solar Modules will be preferred.
7. Suitable tilt angle of the Solar Module Mounting structure must be provided in order to ensure the best output from the Solar PV Plant. Inter-row spacing between Module mounting structure must be maintained so that shadowing of Modules is completely avoided during the Solar Generation period.
8. The selected bidder will also have to inspect and suitably decide the point of evacuation of energy generated from the Solar PV Plant. The evacuation arrangement should confirm with the norms of the local utility and approval for the same should be taken from electrical inspector.
9. The Solar PV Power generating system has to operate in parallel with the grid system which is an infinite electrical system. Any faults not taken care of will damage the Solar PV Plant without affecting the infinite system. Thus the Solar Power Plant has to protect its equipment against any of the possible faults or other disturbances from grid.

10. The basic and detailed engineering of the Solar PV Plant shall aim at achieving high standards of operational performance especially considering the following:
 - a. Optimum availability of Solar Modules during the day time
 - b. Ensure proper layout of Solar Modules and structure to prevent shading of Modules.
 - c. Selecting the best Grid Interactive String Inverter with high track record, having excellent after sales support and ready availability of spare inverters for quick replacement.
 - d. Careful logging of operation data / historical information from Data monitoring systems and sending alerts / notifications etc on sms and email for quick rectification of faults.
 - e. SPV Power plants should be designed to operate satisfactorily in parallel with the Grid only (Solar PV Plants will not run in parallel with DG set) within permissible limits of high voltage and frequency fluctuations.
11. Based on the Solar Insolation data, the Solar PV Power System should be so designed that it shall take into the peak and lowest temperatures and suitably select the cable so that all AC side line losses are below 3%.
12. Selected Bidder should use the Solar Modules and other material that are eligible for subsidy from MNRE or State Nodal Agency, if applicable.
13. Suitable enclosures to mount outdoor IP65 inverters on the ground must be provided. The enclosures are to be so designed so that the inverters are not subjected to direct sunlight and rain water. Inverter on RCC terraces may be located near the terrace staircase landing or a wall / stand mounted enclosure will have to be provided for the same.
14. The Solar LT Panel / Solar Metering Panel may be housed in the clients MCC room.
15. The installation practices should be as per industry standards maintaining all safety standards.
16. Excellent workmanship is expected and aesthetic look and qualitative performance should be as per international / national standards only.

V. Technical Specification Of Solar PV Plant

1. SOLAR PHOTOVOLTAIC MODULES

- a. The solar photovoltaic modules to be used for the project should be of Poly Crystalline technology only.
- b. The Solar PV Module should contain high power silicon cells. The Solar cells shall have surface anti-reflective coating to help absorb more light in all weather conditions.
- c. The rated capacity of the Solar Modules should be equal to or greater than 330Wp. Solar Modules to be used have to be framed only.
- d. Solar Module should be laminated using established polymer (EVA) and Pedlar / Polyester laminate.
- e. The solar modules shall have suitable encapsulation and sealing arrangements to protect the Silicon cells from the environment.
- f. Module should be PID Free and of positive Tolerance only.
- g. Modules should have an efficiency of not less than 16% and the fill factor should be equal to or above 75%.
- h. SPV modules should be designed and manufactured to meet the recognized standard, which must have been used extensively with an excellent track record of performance. Higher efficiency Solar PV Modules shall be preferred. Bidders should submit the technical literature with detailed technical specifications of the modules well as the drawings & manuals.
- i. The SPV Module should be tested and should have IEC test certificate from any recognized IEC accredited test centres. The Test certificates can be from any NABL/ BIS accredited Testing / calibration laboratories. The test certificates should have validity of at least 6 months from the date of submission of the tender document.
- j. The SPV modules should confirm to the minimum technical specification laid down by MNRE.
- k. SPV Modules shall be certified as per IEC 61215, IEC 61730 and IEC 61701 amended up to date or equivalent standards.
- l. The PV Modules shall be tested for Salt Mist Corrosion Test as per MNRE requirement.

- m. The Solar Modules offered shall have a Power warranty of 25 years. Solar PV modules must be warranted for their output peak watt capacity, which should not be less than 90% of the name plate rated capacity at the end of 10 years and not less than 80% of the rated name plate capacity at the end of 25 years. All specifications refer to the Standard Test Conditions (STC).
- n. The I-V curve of each PV Module with Serial Numbers must be submitted along with the Handover documents.
- o. The Solar PV Modules should also be warrantied against manufacturing defects and workmanship for 10 years.
- p. Identification and Traceability: Each Solar PV module must have a RF Identification tag. The following information must be mentioned in the RFID used on each of the Solar Module. This can be inside or outside the laminate, but must be able to withstand harsh environmental conditions:
- Name of Manufacturer of Solar PV Module
 - Name of the Manufacturer of Solar Cells
 - Month and year of the manufacturer (Separately for Cell and module)
 - I-V Curve for the module
 - Country of Origin (Separately for Cell and module)
 - Wattage , I_m , V_m , and Fill factor for the module
 - Unique Serial no and Model No of the Module.
 - Date and year of obtaining IEC PV module qualification certificate.
 - Name of the test laboratory issuing IEC Certificate
 - Other relevant information on traceability of Solar Cell and module as per ISO 9000 series.
- q. The modules must also confirm to the standards mentioned by the concerned State Nodal Agency.

Solar Modules should have latest IEC certification as per tender requirements specified in clause V 1. k to VI 1. l above. Acceptance of other equivalent makes will be at the discretion of HPCL.

2. TECHNICAL SPECIFICATION FOR INVERTERS

The Inverter/s used should be robust, intelligent On-grid string inverters manufactured by reputed local and international companies having sales and service office in India. The inverter/s must conform to the IEC 61683 and IEC 60068-2, IEC 62116, IEC 61727. The typical specifications required are as under:

- a. The inverters should be string inverters only with IP65 or IP67 rating for outdoor applications with rated AC Output capacities from 25kW to 80 kW.
- b. All inverters should be 3 phase, 415V, 50Hz AC output with LED/LCD display.
- c. Minimum Start Voltage should be between 200V to 400 V
- d. MPPT Range 350V-800V
- e. Maximum Input Voltage: 1000V DC
- f. Euro / CEC Efficiency above 97%
- g. Frequency: 50Hz +/- 1.5%
- h. Power Factor > 0.99
- i. THD < 3%
- j. Ambient Temperature range: -20⁰ C to + 60⁰ C
- k. Warranty: 5 Years Comprehensive extended upto 20 years.
- l. Integrated Ground Fault Protection
- m. In built DC Surge protection or external in Array Junction Box.
- n. Anti Islanding Feature
- o. Transformerless
- p. Over Voltage/ Under Voltage Protection
- q. Auto Shut down in case of Over Heat/ Over Temperature.
- r. The inverter/s should be equipped with an inbuilt web based data logger or should be compatible with an external datalogger along with appropriate softwares log data and to generate reports/ graphs for AC generation in kWh, Peak daily KW, monthly generation in kWh, annual generation in kWh and other features.

Inverter should have latest IEC certification as per tender requirements specified in clause V. 2 above. Acceptance of other equivalent makes will be at the discretion of HPCL.

3. TECHNICAL SPECIFICATION FOR SOLAR MODULE MOUNTING STRUCTURE

- a. Supply of complete solar module mounting structure, hardware etc. shall be suitable for ground mounting as per site requirements along with installation shall be in the scope of selected Bidder.

- b. The structure shall be designed in accordance with the latitude of the place of installation with fixed tilt. The array mounting structure shall be designed to allow easy replacement of any module and shall be in line with site requirement. Structure shall be designed for simple mechanical and electrical installation. It shall support SPV modules at a given orientation, absorb and transfer the mechanical loads to the ground properly. Site visit by bidder is recommended for the same.
- c. The steel structures shall be fabricated of structural steel as per latest BIS 2062 (amended up to date) galvanised in compliance of BIS 4759 (amended up to date)
- d. The support structure is to be Hot Dipped Galvanized steel made from ISI marked M.S angles/ channels or Pre Galvanized extruded sections. The minimum thickness of galvanization for MS or MS extruded sections should be of 70 microns. All fixing fasteners and nuts and bolts should be of SS 304 only.
- e. The array structure shall be so designed to occupy minimum space without compromising the output from the Solar PV System.
- f. The minimum clearance of the lowest part of the module for ground mounted Solar PV Plant shall not be less than 500 mm. However, if the water table in the given location of the Solar PV Plant is higher, the selected bidder is advised to raise the structure height suitably so that the at no instance in event of water logging, the solar PV Modules are submersed in water.
- g. For terrace roof mounted Solar PV plant, the minimum clearance of the lowest part of the module shall not be less than 300 mm.
- h. For RCC terrace roof structures, the foundation blocks can be chemically bonded to the terrace surface. Roof penetration will not be permitted.
- i. The structures are to be pre fabricated for easy assembly at site. No hot work will be allowed at site.
- j. The foundation design should be made by the structural engineer giving due consideration to the weight of the module, the weight of the structure assembly, maximum wind speed of the area, soil condition, seismic factors of the site, as all structural/ Civil considerations for ensuring the safety and durability of the Structure.
- k. The foundation and structure for both ground and roof mounted plants are to be designed to withstand wind speed up to 180 Km/hr.
- l. The design of the structure and foundation should meet IS 800- 2007 Standards. The design calculations, STADD calculations and the wind speed analysis for the foundations & solar mounting structure shall be signed and sealed by the RCC Structural consultant of the supplier and submitted before the despatching the Solar Module mounting structure to site.

- m. The selected bidders structural engineer will also certify the installation of the Solar PV Module mounting structure after the installation work is complete. The same must be submitted to HPCL along with the project handing over documents.
- n. The foundation pedestals where-ever necessary shall be concrete.
- o. The installation, testing & commissioning of SPV structures shall be in Bidders scope. Any civil/mechanical job for the same shall be done by Bidder. All materials related to mounting of SPV shall be on the Bidders Scope.

4. TECHNICAL SPECIFICATION - CABLES & ELECTRICAL CONTROLS

- a. All the necessary Solar DC cables / wires shall be supplied shall be of stranded Copper conductor only according to IEC 60228, with XLPO insulation, UV resistant and resistant against water, oil & salt, Halogen free, Low smoke emission and flame retardant features. Positive and Negative Solar DC cables and wires have be routed through suitable separate flexible PVC pipes/ Cable trays etc. Solar DC cable / wire maximum temperature rating should be $+120^{\circ}\text{C}$. The solar DC cables should be carry TUV certification.
- b. AC cables from Inverter to Inverter Interactive Panel should be 1.1kV grade, 4C stranded copper conductor, of suitable rating as per requirement. PVC Cables should be approved as per IS 1554 (Part 1) -1988.
- c. 4/ 3.5 core XLPE Copper / Aluminium Armored cable of suitable thickness is to be used from Inverter Interaction Panel to the Main L.T Panel approved as per IS:7098 (Part 1) - 1988.
- d. All connections should be properly made through suitable lug/terminal crimped with use of suitable proper cable glands.
- e. The size of cables/wires should be designed considering the line loses, maximum load on line, keeping voltage drop within permissible limit and other related factors. Maximum permissible line losses should be less than 3%.
- f. The cables and wires should be ISI marked and confirm to latest BIS standards as required by MNRE for Solar applications. The ambient temperature ranges of the cables and wires to be used should be from -5°C to $+90^{\circ}\text{C}$ and above only.
- g. All flexible cables to be properly dressed and enclosed suitable in UPVC Pipes and / or G.I Cable trays with covers.
- h. Suitable ferrules are to be used to number the cables for easy traceability. The cables are to be terminated in the equipment with copper lugs properly crimped.

- i. Flexible pipes and conduits are to be suitably used at corners and at places where there is a possibility of the cables getting cut by abrasion.
- j. All cables shall be of low smoke FRLS type & shall be routed through sand filled trenches between Inverters upto the Main LT Panel and existing LT Panels.
- k. The AC cables are to be routed through a trench in the ground as with minimum depth of trench as 1 m and width as per the electrical standards depending on the number of cable runs and current carrying capacities of the cables. The trench has to be filled with a layer of sand and bricks as per the IS standard.
- l. DC Cables that runs between tables and under the ground have to be runned through two separate PVC pipes. One pipe for positive DC cable and other pipe for negative DC cable. The PVC pipes are to be sealed with PVC solvent cement to prevent any water from entering the pipes. All ends of the PVC pipes have to be filled with silicone sealant. The DC Cable trench should be minimum 500mm deep.

5. LIGHTNING, SURGE & OVER VOLTAGE PROTECTION

- a. The SPV power plants shall be provided with lightning & over voltage protection. The main aim in this protection shall be to reduce the over voltage to a tolerable value before it reaches the PV or other sub system components. The source of over voltage can be lightning, atmosphere disturbances etc.
- b. Suitable equipments for AC and DC Surge Protection should be provided with the system.
- c. The area of the Solar PV Yard/ Array shall be suitable protected against lightning by deploying required number of Lightning Arrestors. Lightning arrestors should be as per IEC 62305. The protection against induced high-voltages shall be provided by use of metal oxide varistors (MOV's) and suitable earthing so that induced transients find an alternate route to earth.
- d. The lightning Masts/ Conductors shall be made as per applicable Indian Standards/ International standards to ensure complete protection of the Solar PV Yard and equipments/components therein.
- e. Necessary concrete foundation for securely holding the lightning conductor in position taking into consideration the wind speed in the area. Necessary guy wires should be given to ensure that the lightning conductor remains in position in event of heavy winds.
- f. Each Lightning Arrestor must be connect to 2 separate earth pits through suitable size copper cables/wire. The same should be confirm to necessary IS standards.

- g. Streamer type lightning protection system along with a counter may also be provided and the relevant IS code will be applicable for its installation.,
- h. The supply of lightning protection systems should also be in accordance to the HPCL standards.

6. **EARTHING PROTECTION**

- a. The earthing pit shall have to be made as per Amendment No.2 dated 2nd January 2010 to IS: 3043 – 1987
- b. The earthing system network / earth mat shall be of interconnected mesh of GI Flats buried in the ground in the plant. Suitable size of GI Flats to be used for the interconnection. The earth conductors shall be free from pitting, laminations, rust, scale and other electrical mechanical defects.
- c. Metallic frames of all electrical equipment shall be earthed by 2 separate and distinct connections to the earthing system, each of 100% capacity.
- d. Metallic sheaths/ screens and armour of multicore cable shall be earthed at both ends.
- e. Neutral connections and metallic conduits / pipes shall not be used for equipment earthing.
- f. Connections between earth leads and equipment shall be normally of bolted type.
- g. Back filling material to be placed over buried conductors shall be free from stones and harmful mixtures. Back filling shall be placed in layers of 150mm.
- h. Minimum spacing between electrodes shall be 2000 mm.
- i. Necessary test point provision shall be made for bolted isolated joints of each earthing pit for necessary periodic checking of earth resistance.
- j. In compliance to Rule 33 and 61 of Indian Electricity Rules, 1956 (as amended to date), all non-current carrying metal parts shall be earthed with two separate and distinct earth continuity conductors to an efficient earth electrode.
- k. The Solar structure, inverter, lighting arrester should have the separate earth pits. The number of earthpits is to be decided by the Bidder as per the requirements of the electrical inspector /CEIG or any concerned statutory body for the region.
- l. All the array structures, equipments & control systems should be compulsorily connected to the earth. The earthing arrangement should also be approved by the electrical inspector.
- m. The approved drawings from electrical inspector/ CEIG must be submitted to HPCL on completion of the project.
- n. Total plant earthing system shall be designed to give an earth resistance of less than 1 ohm all along with earth mesh.

7. TECHNICAL SPECIFICATION OF ARRAY JUNCTION BOX

- a. The array junction box should be dust, vermin & water proof as per IP65 rating and should be made of FRP/ABS plastic (Test certification is required for IP65 degree of protection).
- b. Suitable Fuses/ MCB's should be provided for each string.
- c. A DC Surge Protection Device Class II should be provided in the AJB for grounding the surges to protect the inverter.
- d. The AJB should have suitable cable entry points fitted with cable glands of appropriate sizes for both incoming and outgoing cables.
- e. Suitable markings to be provided on the bus bar for easy identification and cable ferrules shall be fitted at the cable termination points for identification.
- f. Necessary Fire Protection / burning behavior in the event of internal faults: Glow wire test in accordance with IEC 60 695-2-11-UL Subject 94 at 960 C, flame retardant & self-extinguishing.
- g. Other protection: Temperature Tolerance range: - 40 deg C to + 120 deg C / Chemical Resistance: Acid, Lye, Petrol, Mineral Oil & partially resistant from Benzene. UV behavior: UV stabilized, even after many years there is no sign of brittleness.

8. AC DISTRIBUTION BOARD & SOLAR LT PANEL

- a. This shall consist of box of suitable powder coated metal casting. Suitable MCB's/ MCCB's of reputed brands are to be used.
- b. The cable entry should have proper double compression metallic glands. Aluminium / Copper Bus bars of suitable dimensions are to be used.
- c. Incomer – Suitable 4 Pole, switchgears, energy meter with suitable CT's (in case of Solar Generation Meter as required by local DISCOM, MFM with Voltage, Current, kWh, KVA etc readings on LED display, indicating lamps for all phases,
- d. Outgoing- Suitable 4 pole MCCBs
- e. Main bus bar- with suitable current carrying capacity, TPN Electrolytic aluminum bus bar.
- f. Protection –IP-21 for indoor mounting, wall or floor mounting depending on site.
- g. Separate gland plate for cable glands.
- h. Material- CRCA sheet 14/16 gauge
- i. Paint- Power coated Siemens grey.

Selected Bidder shall install metering arrangements in accordance with the provisions and practices of the local DISCOM /EB for recording the generation from the Solar PV Plant.

9. REMOTE DATA MONITORING:

The performance and generation data of the Solar PV Plant is recorded using a data logger. The Remote Monitoring system shall comprise of the following main components:

- a. The inverter logs the data and transmits the same to the Data logger. Data Logger can be inbuilt or can be externally mounted in an IP 65 enclosure.
- b. Data logger gathers information and monitors the performance of the inverter. It also supports measurements from the external sensors. The data can be acquired remotely via a modem.
- c. Remote monitoring equipment to measure following weather related parameters:
 - i) Solar radiation (in plane of array)
 - ii) Module temperature
 - iii) Ambient Temperature
 - iv) Wind Speed
- d. PC Data logging software enables automatic long-term storage of measured data from PV-Plant.
- e. Communication interface The entire system can be operated and monitored via several interfaces (RS232/RS485, LAN Website/ Telephone modem) in addition to the information indicated on the operator panel. Further information can also be acquired remotely through the interfaces mentioned above.
- f. The Bidder to provide software interfaces for LAN and LAN cables etc for commissioning of complete data logging /monitoring system.
- g.. A dedicated Personal computer with the necessary licensed softwares compatible with the software for datalogging must be provided by the bidder. **The PC should be from any of the following brand: Lenovo/HP/ DELL/ equivalent reputed brand.**
- h.. HPCL to provide static or dynamic, firewall free IP address as per the Bidder's requirement for data communication and remote monitoring of the Solar PV Plant. If HPCL cannot provide the static / dynamic IP address, the Bidder should provide a data card with router and necessary accessories for remote data monitoring.
- i. The necessary documentation for procurement of the data card in the name of HPCL will be provided by HPCL. All monthly charges for the recharging the data card will be paid by HPCL.

- j. The router and the USB data dongle should be secured in a box with a lock for security.
- k. Necessary permission from HPCL should be sought by the bidder for any communication requirement.

10. DETAILED CIVIL AND OTHER NON-ELECTRICAL WORK

All material, installations, fixtures, accessories etc. to be provided shall be as per the relevant IS specifications. These shall be of best quality and of standard manufacturer as approved by the Engineer-In- Charge (EIC) on site, when there are no standard specifications.

The fresh OPC of 43 grade cement and TMT steel reinforcement bars Fe 415 shall be used confirming to relevant IS specifications of the approved manufacturers of HPCL. The agency has to keep the full proof records of purchase and consumption along with original purchase bills of Cement and Steel as per the HPCL procedures and rules. The agency has to provide best workmanship with skilled manpower for all the civil items as per the standard specifications/ best practice as approved by the EIC. The booklet Standard Specifications for Civil Works will be applicable wherever there is dispute in the items of civil works. HPCL will not supply any material for this work.

a. Topographical Survey:

Topographical survey shall have to be done by the Successful Bidder of the proposed site at his discretion but not more than 25 mtr intervals with the help of Total Station or any other suitable standard method of survey. All necessary Reduced Levels (RL) as entered in the Field Book have to be submitted along with pre contour layout of the total site. The formation levels of the proposed power plant have to be fixed with reference to High Flood Level of the proposed site (from nearest bridge or culvert etc). The ground level and plinth level of structures shall be fixed taking into consideration the highest flood level and surrounding ground profiles.

b. Soil Test:

- i. Bidder has to carry out detailed Geotechnical investigation to ascertain soil parameters of the proposed site for the use of planning / designing / construction / providing guarantee / warranty of all civil work including but not limited to foundations / piling for module mounting structures, etc. The Bidder shall carry out soil investigation through Government approved / certified soil consultant. These reports shall be furnished to the Company prior to commencing work. All RCC

works shall be provided of Minimum M20 grade with 340 kg cement/cu.mtr of concrete as per relevant IS specifications as well as soil data considering appropriate earthquake seismic zone, wind velocity, weather effect, soil characteristics etc.

ii. The scope of soil investigation covers execution of complete soil exploration including boring, drilling, collection of undisturbed soil sample where possible, otherwise disturbed soil samples, conducting laboratory test of samples to find out the various parameters mainly related to load bearing capacity, ground water level, settlement, and soil condition and submission of detail reports along with recommendation regarding suitable type of foundations for each bore hole along with recommendation for soil improvement where necessary. Bidder shall provide certificate of foundation design from competent licensed structural engineer in support of the foundation design/Module Mounting Structure proposed by him.

c. Foundations:

The foundations should be designed considering the weight and distribution of the structure and assembly, and a maximum wind speed of 180 km per hour. Seismic factors for the site also have to be considered while making the design of the foundation.

d. Designing of components:

i. The Bidder shall carry out Shadow Analysis at the site and accordingly design strings and arrays layout considering optimal use of space, material and man- power and submit all the details / design to Company for its review / suggestions / approval.

ii. The Bidder shall obtain and study earthquake and wind velocity data for design of module mounting structure, and considering all parameters related to the weathers conditions like Temperature, humidity, flood, rainfall, ambient air etc

e. Storage, Construction Power and Water:

The Bidder shall also plan for transport and storage of materials at site. The bidder will be provided with construction power and water supply at one point by HPCL free of cost.

f. Water supply for regular module cleaning

HPCL will provide water at one tapping point in its premises. All necessary arrangement for pipeline network with valve and pumping assembly for wet cleaning of the solar panels shall be in the scope of the bidders and accordingly the agency has

to provide all the necessary equipments, accessories, tool & tackles, booster pumps, Electric panel and pipe line network of CPVC pipes of Industrial grade which are required for the same. The successful bidder has to plan pipeline network such that it shall not block the passage between two arrays.

g. Fire Extinguishers:

CO2 fire extinguisher 4.5 kg & DCP type fire extinguisher 9 kg having IS: 2171. 7 IS: 10658 marked shall be provided as per OISD norms. The fire extinguisher shall be suitable for fighting fire of Oils, Solvents, Gases, Paints, Varnishes, Electrical Wiring, Live Machinery Fires, and All Flammable Liquid & Gas.

h. Sand Bucket:

Sand buckets should be ground mounted with at least 24 SWG sheet with bracket fixing conforming to IS 2546. Suitable number of the same should be provided near the IIP's , AC DB , Main Solar LT Panels.

i. Sign Boards:

The sign board containing brief description of various components of the power plant as well as the complete power plant in general shall be installed at appropriate locations of the power plant.

- The Signboard shall be made of steel plate of not less than 3 mm. Letters on the board shall be with appropriate illumination arrangements.
- The Bidder shall provide to the Company, detailed specifications of the sign boards.

11. SOLAR MODULE CLEANING FACILITY

- a. The bidder should provide for a system using water for periodic cleaning of Solar Modules.
- b. All necessary accessories for cleaning the soiled modules for dry and wet cleaning must be provided.
- c. One water point on each terrace at location 2 & 3 while 2 water points at location 4 and minimum 4 water points at location 1 shall be provided by the bidder.
- d. Flexible PVC hose pipes to be provided of sufficient length to cover all modules in the tables.

- e. All pipes and fittings should be of CPVC material, Industrial grade, with suitable PVC valves to adjust the water flow and pressure.

12. OTHER FACILITIES FOR INSTALLATION

- a. The bidder will organise for Water, electricity and any material storage facility or coordination room for Site supervisors and engineers during the installation and commissioning phase.
- b. Appropriate space should be left around the entire perimeter of the Solar PV Plant for easy movement of man, machinery. Approach roads of compacted Murum within the plant for maintenance r for any maintenance that would be required must be provided by the selected bidder.
- c. Clear space of 1 m should be maintained along the periphery of the Solar PV Plant.

VI. Warranties & Guarantees

- a. The selected bidder shall give full warranty that all the equipment/ devices/ instruments/systems/sub- systems/any materials supplied under the CONTRACT shall be new and of first quality according to the specifications and shall be free from defects (even concealed faults, materials & workmanship).
- b. If any trouble or defect originating with the design, material, workmanship and operating characteristics of any material arises at any time prior to 6 years (1 year DLF and 5 years O & M), the selected bidder shall, at his own expense and as promptly as possible, make such alterations, repairs and replacements as may necessary to permit the materials to function in accordance with the specifications and to fulfil the foregoing guarantees.
- c. The mechanical structures, electrical works and overall workmanship of the Grid Connected Solar PV Plant must be warrantied for 6 years from the date of commissioning of the plant. The date of commissioning that would be considered is the day on which the Net metering arrangement is fully operational and the said agreement with the concerned DISCOM has been signed by HPCL.
- d. Warranty / Guarantees for components will be as follows:
 - Each solar PV module used in the solar power plant, shall be warranted by the manufacturer with free replacement if the output peak wattage capacity under standard test condition (STC), falls below 90% in first 10 (ten) years and falls below 80% in twenty-five years, from the date of successful commissioning of SPV power plant. The Solar Modules shall also be warrantied against manufacturing defects for 10 years from the date of commissioning of the Solar PV plant. The warranty shall be transferred in the name of HPCL after commissioning of the Solar PV Plant.
 - String Inverters and data monitoring system shall be warrantied for 6 years provided by OEM. The warranty shall be transferred in the name of HPCL after commissioning of the Solar PV Plant.
 - All other components, equipments like ACDB, Wires, cables, connectors, Module Mounting Structure, foundations, AJB's, Inverter Interaction Panels, Solar LT Panels, metering cubicles etc are warrantied for 6 years from date of commissioning of the Solar PV Plant. The warranty shall be transferred in the name of HPCL after commissioning of the Solar PV Plant

- e. At the end of the Operation and Maintenance contract period of 5 years from date of Defect Liability Period, the selected bidders liability shall cease.

VII. Inspection, Testing:

- i. Successful bidder to provide HPCL the Quality assurance plan (QAP) and drawings for approval before starting manufacturing of the system. Approved QAP shall form the basis for inspection of equipment/materials. Drawings shall include, SLD of Solar PV System, String design drawings, Earth pit Drawing with calculations, Solar PV Plant Layout drawing showing all components/equipment locations, Solar Module Mounting Structure GA drawing, Foundation drawing for mounting structure, Solar LT Panel GA drawing with metering arrangement, other foundation drawings, fencing and gate design drawing, ACDB GA drawing and busbar calculations, LA location drawing with protection radius clearly shown and the calculations thereof.
- ii. Tests certificate from the manufacturer for the quoted material shall be submitted for scrutiny by Third Party Inspection agency / HPCL representative and shall also be submitted with material delivery.
- iii. Solar PV Plant layout drawing, with earthing and LA system, Electrical Single Line Diagram approved by Electrical Inspector / CEIG should be provided before commencement of installation at site.
- iv. All structural designs and foundation drawings should be certified by structural engineer along with a STADD report confirming the stability of the structure for wind speed of 180kmph.

VIII. Scope of Operation & Maintenance:

The successful bidder will begin the Operation & Maintenance of the Solar PV System immediately after successful commissioning of the Solar PV System as a part of the O&M Contract. The successful bidder will provide free O & M for the first year, which is the defect liability period The duration of the charged O&M contract will be 5 years after completion of the defect liability period, i.e from 2nd year to 6th year.

The scope of the O&M will include the following:

- a. O&M of the Solar PV Plant shall be compliant with the grid requirements to achieve committed energy generation.
- b. Deputation of qualified and experienced engineer/ technicians till the O&M period at project site on a fulltime basis is expected.
- c. Wet Cleaning of the Solar modules at least once in 10 days and additional cleaning may be carried out as per requirement of site conditions.
- d. External Cleaning of Inverters once in a month.
- e. Tightening of all cable terminals, once in a quarter
- f. Regular visual Inspection of cables, ACDB, AJB's communication devices and other equipments.
- g. Reporting the daily/ monthly generation from the Solar PV System.
- h. Inspection of the structural members used for mounting solar modules for wear and tear once in a month
- i. Touch up if required with zinc oxide paint to prevent corrosion.
- j. Tightening of the structural members.
- k. Repair or replacing the damaged equipments like inverter within 7 days from the date of reporting of event.
- l. Replacing the defective solar module/s within 7 days from the date of reporting of the event.
- m. Replacing Cables/ MCB's/ fuses/ MCCB/ Connectors /SPD's/ AJB 's etc that are faulty so that the system remains safe and healthy to operate.
- n. Supply and stocking of all spares, consumables and fixtures as required. spares and have to be maintained at the site. Replenishment of the stocked spares should be done within 7 days from consumption from the stock.
- o. Providing all necessary testing equipments for routine inspections will be done by the selected bidder. The testing equipments must be calibrated once a year from the NABL accredited laboratory and the calibration certificate must be kept for ready reference.
- p. Coordination with HPCL/ DISCOM as per the requirement for Joint Metering Report (JMR). The site engineer representing the selected bidder shall take a joint meter reading each month in the presence of HPCL representative positively by the 1st of every month. Failure to adhere may result in non-disbursal of O & M charges.
- q. Online Performance monitoring and reporting the same to HPCL representatives on a daily basis. Maintaining the visit and event logbook and getting the same authorised by

the HPCL maintenance department. The log book should also make note of any event that has occurred due to which the Solar System has underperformed or had stopped. The event book should also note the corrective action taken, the mention of the equipment or part replaced that should be authorised by the HPCL maintenance team.

- r. If any job covered under O&M scope are not carried out by the selected bidder during the O&M period, HPCL shall take appropriate action as deemed fit. HPCL reserves the right to make surprise checks on its own or through its authorised representatives to verify the activities carried under the O&M contract.

IX. List Of Spares & Tools

The selected bidder must maintain the following spares at site that should be included as a free supply with the respective Solar PV Plants. The spares may be used by the selected bidder during the Operation & Maintenance of the Solar PV Plant. The same needs to be replenished by the selected bidder within 15 days on consumption of the same. At the end of the 5 years O&M contract period, the spares provided as free supplies should be available in full quantity to HPCL. All spares should be of the same make and capacity as supplied with the respective Solar PV Plant. All spares must of the same size, capacity, make, specifications and model numbers that have been supplied for the Solar PV Plant.

List of Spares to be maintained at site by selected bidder.

- Solar Modules – 4 Nos
- Solar Inverters – 1 No. of highest capacity used in the Plant for Solar PV Plants
- Solar DC Cable- 200 m
- Solar MC 4 Connectors- 10 pairs for sites
- Switchgear (MCB's, MCCB's) – 1 No of each quantity
- Lugs – 10% of total quantity of every size used in the project.
- Zinc Oxide spray – 5 cans for Solar MMS touch up.
- AC SPD- 2 Sets
- DC SPD's- 2 Sets

List of Tools to be maintained at site by selected bidder as a part of free supply along with the Solar PV Plant:

- Multimeter with AC /DC measuring capability
- Earth Resistance tester

- Electronic Megger

The tools have to be of reputed makes with calibration certificate from NABL and must be recalibrated every year by the selected bidder up to the end of the 5 years O&M Contract.

X. FORMATS

1. **Format for compliance to the tender enquiry conditions with deviations listing, if any.**
2. **Technical Specifications for Solar Modules**
3. **Technical Specifications for Solar On grid Inverters**

FORMAT 1:

FORMAT 1: WORK EXPERIENCE DETAILS					
Sr. No	Name of Customer	PO NO	Date of PO	PO Value	Work Completion Certificate / Project Commissioning date
1					
2					
3					

Format 2: Technical Specifications for Solar Modules

Sr. No.	Particulars	Required	Make Offered
1	PV Module Manufacture name & Country	MNRE Approved	1. 2.
2	PV Module type	Poly / Multi Crystalline	
3	Product Model No.		1. 2.
5	Solar Module frame material	Anodized Aluminum	
6	PV Cell Make and Country of Origin		1. 2.
7	Max Temperature rise of solar cells under severe working conditions over Max. Ambient Temp.	44 C \pm 2 C	
8	Peak Power Watts – Wp	Equal to or greater than 330 Wp	
9	Power Tolerance	Positive tolerance only	
10	PID	Free	
11	Fill Factor	Above 75%	
12	Standards/Approvals from International Agencies	IEC 61215/IEC 61730 TUV,UL	
13	Module is suitable to operate at 50 ⁰ ambient	Yes/No	
14	Cell efficiency	Above 18%	
15	Module efficiency	Above 16%	
16	Temp cycling range	-40 - 85 C	
17	Maximum System Voltage	1000V	
18	Temp coefficient of Isc		
19	Temp coefficient of Voc		
20	Temp coefficient of power		

Format 3: Technical Specifications for Solar On Grid Solar Inverters

Sr. No	Details	Offered
1	Invertor Make	1. 2.
2	Model No.	1. 2.
3	Quantity in Nos	1. 2.
3	AC Side	
4	Nominal Output AC voltage	
5	Output Frequency and tolerance	
6	Rated AC Capacity in kW	
7	Total Harmonic Distortion	
8	DC Side	
9	No. of MPPT's	
10	No. of DC Inputs	
11	Continuous Rating	
12	Maximum DC voltage Range	
13	MPPT range	
14	THD	
15	Efficiency	
16	Protections	
17	Front Panel Display (LCD) , indications available	
18	Inbuilt DC SPD's provided	
19	ENVIRONMENTAL	
20	Operating Temperature	
21	Range	
22	Humidity	
23	Enclosure (IP Rating)	
24	Parameters	
25	Remote Monitoring	

Special Terms & Conditions (STC)

I. Minimum Generation Guarantee:

- a. The estimated annual generation as per the PV SYST report for the location from the 260kWp plant is 3,96,500 kWh.
- b. Selected Bidder shall give minimum annual energy generation guarantee of at least 95% of the above PV SYST i.e 3,76,675 kWh. of the estimated annual generation derived from the PV SYST report submitted by the bidder for the first year during the defect liability period.
- c. The expected annual year on year generation is expected to reduce by 1% due to degradation of the Solar PV modules and therefore the guaranteed generation is expected to reduce correspondingly.
- d. In case of short fall, HPCL would recover an amount to compensate for the energy loss at the rate of Rs. 9/kWh during the period of the DLF & O & M contract.

Shortfall in annual generation (S) = 3,76,675* – Actual Annual Generation measured at
Solar LT Panel energy meter

Compensation due to shortfall in annual generation = S x Rs. 9.00

*The minimum guaranteed annual energy generation (in kWh) from the Solar PV Plant after the DLF will be as per table below:

Year 1	Year 2	Year 3	Year 4	Year 5
3,72,910	3,69,140	3,65,375	3,61,600	3,57,840

- e. This shortfall of generation would be reviewed on year to year basis and recovery would be made from subsequent O & M bills of the Bidder. If O & M bills do not cover for compensation amount, the same would be recovered from performance bank guarantee.

II. Document submission at various Stages

1. Documents to be submitted for Technical Evaluation

- a. Datasheets of Solar Modules (Only 2 makes to be selected)
- b. Datasheets of Solar String Inverters (Only 2 makes to be selected)

- c. Proposed SLD
 - d. PV SYST report for the site with expected annual generation in kWh.
 - e. Documentary evidence for establishing work experience and financial capabilities as per tender requirement
 - f. Check list for compliance.
 - g. Barchart for project execution.
- 2. Documents to be submitted by Selected Bidder for Notice to Commence (NOC) work from HPCL (Submission within 21 days from date of LOI or PO whichever is earlier)**
- a. Activity Bar chart
 - b. Soil Testing report
 - c. Solar PV Yard Contour map indicating slopes with plan for levelling and gradient for removing rain water to existing storm water drainage.
 - d. Solar PV Plant Layout Drawing indicating locations AJB's, Inverters, ACDB, LA, Earthpits, Solar LT panels, Water storage facility etc.
 - e. Single Line Diagram for Solar PV Power Generating System
 - f. Total BoQ
 - g. Solar Module Mounting Structure GA drawing
 - h. Solar Module Mounting structure foundation drawings with wind speed calculations approved by selected bidders Structural Engineer.
 - i. STADD report for Solar Module Mounting structure approved by selected bidders Structural Engineer.
 - j. Foundation drawings for other equipments.
 - k. String Design and Cable route drawing.
 - l. GA drawings for ACDB, Inverter Interaction Panels, Solar LT panel etc.
 - m. Lightning Arrestor coverage area drawing
 - n. Earthing System drawing
 - o. Structural drawing for RCC Solar LT panel room with Water Storage tank approved by structural engineer.
 - p. Solar Module cleaning water pipeline layout drawing.
 - q. Any other drawings required by HPCL.

3. Handing Over documents (Within 7 days from Successful Commissioning of the Solar PV Plant)

- a. As built drawings (as per above clause II. Sr. No 2)- 3 sets (English) and soft copy
- b. Operation manual - 3 sets (English) & Soft copy in English
- c. Maintenance manual - 3 sets (English) & Soft copy in English

An Operation & Maintenance Manual, should be provided with the Solar PV power plant.
The following minimum details must be provided in the Manual:

- About Solar Photovoltaic Module , String Inverter.
 - Clear instructions about mounting and maintaining of Solar PV module and string inverter and other equipments
 - DO's and DONT's,
 - Clear instructions on regular maintenance and Trouble Shooting of the power plants.
 - Name & address of the person or Centre to be contacted in case of failure or complaint.
- d. Approved Layout and Electrical Single Line diagram by CEIG/ Electrical Inspectors office.
 - e. Meter , CT testing fee receipts or any receipts for fee payment done to Government departments by selected bidder.
 - f. DISCOM sanction letter for Net metering of Solar PV Power Plant.
 - g. Net metering Agreement between DISCOM and HPCL.
 - h. Factory Test Certificates and IEC Certificates for Solar Inverters and other OEM items.
 - i. Flash Test report of Individual Solar Modules.
 - j. LA factory test report
 - k. Earth resistance report for individual earthpits.
 - l. Solar PV Plant Installation Report
 - m. Solar PV Plant commissioning report.

III. Project Timelines

The 260kWp Solar PV Plant is expected to be commissioned within 4 months from the date of issuing of LOI or Purchase Order whichever is earlier to the successful Bidder.

The estimated work and material supply schedule is as per table below:

1	Issue of LOI/ PO by HPCL	Zero date
2	Submission of Soil Test Report, Design Drawings, including SLD's , Layout, structure drawings etc.	Zero+ 21 days
3	Site Mobilisation, Site marking and civil works	Zero+ 35 days
4	Supply of Cables and BOS components	Zero + 56 days
5	Supply of MMS	Zero + 56 days
6	Supply of Inverter	Zero + 70 days
7	Supply of Solar Modules	Zero + 77 days
8	Approvals from CEIG/Local DISCOM etc for net metering	Zero+ 98 days
9	Installation & Commissioning of Plant with Net metering and site cleaning	Zero +105 days
10	Training, Project Documentation & Handing Over of Plant	Zero + 120 days

In event that the supplier is unable to complete the work within 4 months from the date of LOI /PO, the supplier would be penalized as per the GTC clauses.

This clause would not be applicable only if the 260 kWp Solar PV Plant is ready in all respect and the commissioning has been delayed due to the net metering permission from utility / DISCOM.

IV. Payment Schedule:

Part A

Sr. No.	Milestone	Payment % of Total PO Value
1	On approval of Design Drawings including SLD's, Layout, structure drawings etc.	5%
2	On Complete Supply of BOS to site	5%
3	On completion of Installation of MMS	10%
4	On Installation of Inverters, Electrical Panels, Termination of all AC Cables, Construction of Earth Chambers, Installation of LA	15%
5	On complete Installation of Solar Modules on MMS and complete DC Cabling from Solar Modules to Inverters	45%
6	Installation & Commissioning of Plant with Net Metering & Site cleaning	15%
7	On completion of Training & Documentation	5%

All payment will be released within 15 days, on receipt of the Invoice copy with BTS copy along with Consultants recommendation letter

Part B: Comprehensive O & M

- The Annual Comprehensive O&M charges will be divided into 2 equal instalments. Each instalment will be released at the end of 6 months, the year to be counted from one year from the date of successful commissioning of the Grid Interactive Solar PV Systems.

- ii) The successful bidder will have to maintain a logbook at sites and get the same certified on a monthly basis from the maintenance head of the respective HPCL location. The log will be reviewed by HPCL and then each instalment will be released at the end of 6 months.
- iii) Payment will be released within 15 days from the date of receipt of the certified bills by the Disbursement section of HPCL.

V. Tender Award Criteria

Technically qualified bids would be evaluated for all items together (Turnkey Supply, Design, Installation, Commissioning and 5 years O&M) on overall delivered cost basis to ascertain the lowest bidder.



BID QUALIFICATION DOCS				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Please Upload List of Past experience		None	Mandatory
2	Please Upload documents in support of meeting Technical BQC		None	Mandatory
3	Please Upload documents in support of meeting Value based Experience criteria		None	Mandatory
4	Bidder shall submit copy of audited Annual report - Balance sheet, profit and loss account, Auditor report, Schedules and Notes for last 03 years in support of meeting Financial qualification criteria.		None	Mandatory

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Integrity Pact				
Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	Integrity Pact	integritypact.pdf	-	No

Integrity Pact is attached separately.



ATC

Sl.No.	Description	Attached File	Set Value	Supporting Doc. Req'd
1	ACKNOWLEDGEMENT :- WE HEREBY ACKNOWLEDGE RECEIPT OF SUBJECT E-TENDER AT https://etender.hpcl.co.in FOR OUR USE IN PREPARING THE BID.WE UNDERTAKE THAT THE CONTENTS OF THE ABOVE BIDDING DOCUMENT AT https://etender.hpcl.co.in SHALL BE KEPT CONFIDENTIAL AND FURTHER THAT THE DRAWINGS, SPECIFICATIONS AND DOCUMENTS SHALL NOT BE TRANSFERRED AND THAT THE SAID DOCUMENTS ARE TO BE USED ONLY FOR THE PURPOSE FOR WHICH THEY ARE INTENDED.		None	No
2	COMPLIANCE TO BID REQUIREMENT:-WE HEREBY AGREE TO EACH & EVERY WORD/LINE FORMING PART OF THIS TENDER DOCUMENT AND ADDENDUM OR CORRIGENDUM TO THE BIDDING DOCUMENT. WE HAVE ALSO CHECKED e TENDER MESSAGE BOARD AND QUERY REPLIES ISSUED BY HPCL AND THE SAME HAS BEEN CONSIDERED IN OUR OFFER. HOWEVER, IF THERE ARE ANY DEVIATIONS TECHNICAL/COMMERCIAL/GENERAL RAISED BY US AGAINST THIS TENDER, THE SAME SHALL BE MENTIONED UNDER DEVIATION ,IF APPLICABLE . WE ALSO DECLARE THAT DEVIATIONS MENTIONED BY US ANYWHERE ELSE SHALL BE NULL & VOID. WE FURTHER CONFORM THAT THE PERSON SUBMITTING THIS BID ON LINE IS AUTHORIZED TO SUBMIT THE BID. (say: CONFIRM)		None	No
3	(M/s. (Please fill Party's name _____) hereby declare / clarify that we have not been banned or delisted by any government or quasi Government agencies or Public Sector Undertakings. NOTE : If a bidder has been banned by any Government or quasi Government agencies or PSUs, this fact must be clearly stated with details. If this declaration is not given along with the unpriced bid, the tender will be rejected as non-responsive.		None	No
4	NAME OF THE COMPANY/PARTY		None	No
5	POSTAL ADDRESS		None	No
6	NAME OF THE AUTHORISED CONTACT PERSON		None	No
7	Mobile No. of the Authorised Contact person		None	No
8	TELEPHONE NO.		None	No
9	FAX NO. OF THE BIDDER		None	No
10	WHETHER REGISTERED WITH NSIC : YES / NO		None	No
11	WHETHER COPY OF NSIC CERTIFICATE ENCLOSED : YES /NO (Please upload NSIC CERTIFICATE HERE,In case applicable)		None	Allowed
12	WHETHER REGISTERED AS MICRO SMALL ENTERPRISE (MSE) : YES / NO.		None	No
13	If registered as MSE,upload MSE certificate		None	Allowed
14	If registered as MSE,Whether owner (having more than 50% share) ,belongs to SC/ST category(Yes/No),If yes ,Please upload supporting documents for same.If not MSE, please mention N.A.		None	Allowed
15	If registered as MSE,Whether owned by women entrepreneur -having more than 50% share (Yes/No),If yes ,Please upload supporting documents for same .		None	Allowed
16	PP-LC: Bidder to submit the following in un-priced bid - An undertaking from the authorized signatory of bidder having the power of Attorney stating the bidder meets the mandatory minimum LC requirement as per format provided below at the end of ATC		None	Mandatory
17	DETAILS OF BUILT-IN-CIF VALUE, IMPORT CONTENT & CUSTOM DUTY ,upload detail in format provided in tender,In case of NIL /N.A. please mention the same.		None	Allowed
18	PLEASE UPLOAD YOUR PAN CARD FOR E-PAYMENT		None	Mandatory
19	PLEASE UPLOAD YOUR GSTIN certificate FOR E-PAYMENT		None	Mandatory
20	GSTIN REGISTRATION STATUS IN INDIA: REGISTERED BIDDER OR UN-REGISTERED BIDDER OR REGISTRATION UNDER COMPOSITION SCHEME		None	Mandatory
21	Please provide the GSTIN of the state using which the bidder will be raising the bills		None	No
22	Please provide the copy of Power of Attorney in favour of person digitally signing the bid		None	Mandatory
23	Whether any of the Directors of Vendor is relative of any Director of Owner or the Vendor is a firm in which any Director of Owner or his relative is a Partner or the Vendor is Private Company in which any Director of Owner is a member or Director. (SAY YES or NO)		None	No
24	Please confirm that you have filed in, signed and attached the enclosed Proforma of Declaration of Black Listing/Holiday Listing along with your Unpriced offer.		None	Mandatory
25	Please confirm that your offer is valid for 120 Days from due date/extended due dates for placement of order.		None	No
26	Please upload the fully filled Integrity Pact as per the format in the tender.		None	Mandatory
27	Upload any other document		None	Allowed
28	Upload any other document		None	Allowed
29	Upload any other document		None	Allowed
30	Upload any other document		None	Allowed
31	Upload any other document		None	Allowed
32	Upload any other document		None	Allowed
33	PPLC FORMAT	atc pplc format.pdf	-	No

UNDERTAKING BY BIDDER TOWARDS MANDATORY MINIMUM LC
(IN CASE SEEKING BENEFIT OF PP-LC)

To,

M/s Hindustan Petroleum Corporation Ltd, Mumbai

SUB:

TENDER NO:

Dear Sir

We, M/s_____ (*Name of Bidder*) have submitted bid no.....
against aforesaid tender.

We hereby confirm that we are eligible for benefit under Purchase Preference (linked with local content) and undertake that we meet the mandatory minimum Local content requirement of % (bidder to specify %age) as per policy requirement. The item wise/schedule wise/group wise for the items/groups/schedules/parts as per below table:

S no.	Item no./Group no./Schedule no. / Part no.	Status of meeting minimum local content (Yes / No)

We further confirm that in case we fail to meet the minimum local content, HPCL will take action as per provision of tender document.

Place:

Date:

[Signature of Authorized Signatory of Bidder]

Name:

Designation:

Seal: