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- iv. Unwillingness to participate in Reverse Auction after technical acceptance (if Reverse Auction is applicable)
- v. Non-payment of Performance Deposit / CPBG against POs within the stipulated period.

8. GeM Seller Id:

As per extant government guidelines, it shall be mandatory for all sellers providing Goods and Services to be registered on GeM and obtain a unique GeM Seller ID at the time of placement of order / acceptance of contract. This ID shall be incorporated in the Purchase Order.

In this regard, please ensure that your firm is registered on GeM (www.gem.gov.in) and submit the GeM seller ID along with your bid. For further details regarding the procedure to obtain GeM seller ID, please contact GeM help desk.

9. Price Bid:

- a. A bidder participating in a Schedule is required to quote for all the line items in it.
- b. Vendor shall be paid only upon submission of a valid Tax Invoice.

10. Price-bid format:

- a) The Price Bid is quoted and uploaded in the e-procurement system.
- b) Quoted price shall include Basic cost, packing charges, loading charges, Insurance, Freight, Third Party Inspection Charges and any other charges, if any.
- c) Bidder is required to quote the applicable GST rates separately in the fields provided for the purpose
- d) Bid Price is not mentioned anywhere in the Techno Commercial bid, failing which the bid is liable to be rejected.

11. Taxes & Duties:

- a. Bidders to provide GSTIN number, HSN/SAC Code of the Material/Services being supplied and the applicable GST rates separately in the space provided for the same.
- b. The Vendor accepts full and exclusive liability for the payment of any and all applicable taxes (CGST, SGST, IGST, UTGST), levies and statutory payments payable under all or any of the prevailing Central/State statutes.
- c. 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.
- d. 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.

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- e. 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.).
- f. 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.
- g. 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.
- h. 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.
- i. GST (CGST/SGST/IGST/UTGST) as applicable shall be reimbursed for the supplies/services.
- j. Corporation will be liable to pay only those taxes and levies as indicated by vendor at the time of Price Bid submission/as agreed subsequently (prior to opening of priced bids).
- k. Any tax, levies or any other form of statutory levies or cost as on closing date of the tender will be treated as included in Priced bid. Taxes, Duties, and Levies not indicated by vendor in the unpriced Bid, but payable, shall be to Vendor's account.
- l. New taxes / change in tax rates / levies imposed by the Indian/State Governments through Gazette notification after the date of submission of last Price Bid but prior to Contractual Delivery Date, the Corporation shall reimburse/ adjust the increase/ decrease in taxes on satisfactory supporting documents being provided by the vendor.
- m. In case goods are not supplied/services not provided within the scheduled delivery period, then the increase in the statutory levies, if any, shall be on vendor's account.

12. e-way Bills Clause

- a) All Vendors shall comply with e-Way bill provisions of the GST law for supply of goods to HPCL.
- b) Unregistered Vendors are also required to arrange for e-Way Bill for supply of goods to HPCL

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13. Anti-Profitteering Clause

GST Act anti-profitteering provisions mandate 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.

14. GSTIN Number

States where the supplies/services are required are given in the price schedule. GSTIN details of HPCL for these states can be taken from our website www.hindustanpetroleum.com.

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

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.

15. TCS

- Bidders shall not quote TCS rate/amount anywhere in their bid; otherwise the bid is liable to be rejected. TCS claim to be made on Face of Invoices/Debit note and routed through BTS.

- **Tax Collection at Source u/s 206C(1H) of Income Tax Act 1961:**

A Seller of Goods ("Vendor") within the requirement of Sec.206C (1H) of Income Tax Act, 1961, shall claim applicable Tax Collected at Source ("TCS") in the Invoice to be issued to HPCL or can claim the same through mutually agreed separate document. The payment of such TCS shall be made by HPCL once TCS amount deposited by vendor with the Tax authorities is reflected in Tax Credit Portal [Form 26AS] of HPCL. HPCL's PAN Number for the purpose of TCS is **AAACH1118B** which is required to be uploaded by the Vendor for every TCS deposit.

The Vendor is obliged to claim TCS as per the extant statutory provision. HPCL shall be liable to reimburse appropriate TCS only. HPCL shall not be made liable for reimbursement of any higher TCS mistakenly deposited by the Vendor or in case any wrong deposit of TCS is made by the Vendor to the Tax authorities on account of HPCL. The Vendor shall be solely responsible for compliance of TCS provisions, viz., its collection at appropriate percentage, its remittance to Tax Authorities, filing of applicable/appropriate returns in stipulated time and issuance of TCS Certificate to HPCL matching with TCS collected by it from HPCL.

Any liability, claim, proceedings regarding and arising out of TCS compliance shall be the sole responsibility of Vendor. In case any such claim, liability,

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proceedings are initiated against HPCL, which are solely attributable to the non-compliance of Vendor with the TCS provision, the Vendor undertakes to indemnify HPCL against all such claims, liabilities and proceedings. Further, HPCL shall be entitled to deduct any such additional payment liability from the running bill of the Vendor or its total outstanding.

16. Transit insurance:

The Vendor shall cover the Transit Risk Insurance for goods supplied against this tender and the quoted rates shall include the cost of Transit Insurance.

17. Payment Terms:

- A. The payment shall be made as per the following, subject to the clauses as per GTC. 100% payment will be made through e-payment after successful installation & commissioning of solar power system. The bills shall be submitted along with following documents:
- a) Proof of delivery, gate pass, delivery challan etc.
 - b) Acknowledgement of material receipt in good condition at the respective sites.
 - c) Material test certificates and warranty certificates as applicable for the items
 - d) Brochures, instruction booklets, operation manuals as applicable.
- B. CAMC Payment shall be made on Quarterly Basis upon submission of service report duly signed by COMCO Officer/ HPCL Representative.
- C. Quoted Prices shall be firm & fixed over the entire period of the execution of this order.
- D. The payment will be released from Disbursement Office, Marathon Futurex Lower Parel (E), Mumbai 400 013 within 15 days from the date of receipt of certified bills.

18. One set of these documents shall be sent by vendor to the consignee also along with the material. Please note that in the absence of above documents, the material will not be accepted at site.

19. Vendor Documentation

Bidder shall submit the duly filled credentials and Data Sheets as part of their Technical Bid.

20. Water and Power:

Water shall be arranged by contractor at his own cost. Water will not be provided by HPCL. Contractor has to arrange for power required for lighting / fabrication etc. on his own and all deposits for connections / meters etc. for this purpose shall be borne by contractor.

21. Custody of Material / Equipment:

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The responsibility of Safety and Security of the Materials and Equipment brought and installed by the Vendor at Site (till they are handed over to HPCL) will remain with the Contractor and any claim of whatsoever nature due to loss or otherwise will not be entertained.

22. Technical Specifications:

The vendor has to follow Specifications and Details as provided in the Schedule of Quantities. Details provided in Line Description are indicative only. Refer “Technical Specifications” for detailed Technical Specifications, codes , standards & SOQ.

23. Completion Period:

Complete work as per tender scope has to be completed at site within 8 weeks from date of placement of LOA/PO whichever is earlier.

24. Price reduction:

In case of any delayed delivery, Price reduction clause will be applicable as per GTC Works Contract attached with this tender.

25. Defect Liability Period:

Defect Liability Period will be applicable as per GTC Works Contract attached with this tender.

26. Security Deposit & Retention Money:

- i. Security Deposit is not applicable.
- ii. Retention money shall be deducted @ 3% of the total value of the Running Account and Final Bill by HPCL on account of any damage/defect liability that may arise for the period covered under the defect liability period plus clause of the Contract, free of interest. This amount will be held for defect liability period plus 5 years 3 months.
- iii. Alternatively, Performance Bank Guarantee (PBG) for 3% of PO value will be accepted in lieu of deduction of retention money; such PBG shall be valid up to a period of 3 months beyond the expiry of defect liability period plus five years.
- iv. Original Bank Guarantee towards PBG is required to be submitted to:

Shri Yash Aditya

(yash.aditya@hpcl.in / +919043874134)

Address:

HPCL, North West Retail Zone

1st Floor, Alfa Bazaar,

Opp Thakorjibhai Desai Hall,

Law Garden

Ahmedabad - 380006

27. Delivery Documents:

In case of distributors/stockists, Source of Material including name of Manufacturer, location of Manufacturing, location for shipping (in case of imported Materials, the name

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of Shipping Port) etc. should clearly be mentioned in the delivery documents.

28. Delivery, Packing, Loading, Forwarding & Unloading:

Materials to be delivered at site on Door - Delivery basis at the address mentioned in the tender. All supplies shall be covered by adequately strong wooden / metal / plastic closures / metal ropes during transport. The Loading & Transportation charges shall also be included in the quoted prices. No separate payment will be made on this account.

29. Acceptance of the Offer by the Corporation:

- i. **Incomplete or conditional submissions, and those with deviations/ subjective or counter conditions/ quantity restrictions or those not accompanied by the requisite documents shall be liable to be rejected and no further correspondence/ enquiries on this issue by the tenderer shall be entertained.**
- ii. Any Terms and Conditions attached / printed overleaf of the Tenderer's offer will not be binding on HPCL.

The Corporation is not bound to accept the lowest offer and reserve the right to reject any and / or every tender without assigning any reason whatsoever and / or place order on one or more tenderers in the manner considered appropriate by the Corporation. Corporation also reserves the right to reject any Un-workable offer.

30. Submission of Bids

Bids are required to be submitted in 2 parts- **Techno Commercial** and **Priced Bid**.

a) Techno Commercial Bid

The techno commercial bid shall include the following –

- i. Attachments/ Annexures only as sought through the e-tender duly filled in, signed & stamped needs to be uploaded as per requirement.
- ii. Copies of Tax Registrations.
- iii. Copies of Registration Certificate under NSIC, MSE etc.
- iv. Declarations – Delisting, Particulars of Tenderer for PAN No.
- v. Price Bid format for Taxes duly filled
- vi. Bidders have to ensure that Rates/Prices are not mentioned anywhere in Techno Commercial bid, failing which the bid is liable to be rejected.

b) Submission of Price Bid

- i. The prices are to be offered **only in the price bid** document of e-tender against the Tendered quantity.
- ii. Price bid shall not contain anything else other than the rates. No terms and conditions or exception / deviation are permitted in price bid.
- iii. Validity of the Offer: The offer shall be valid for a period of **90 days** from the due date/ extended due date of opening of the un-priced bid.

31. Delivery Terms:

- a) Delivery shall be Free to Destination location.
- b) Vendor shall not exceed the quantities mentioned in the purchase order.
- c) Any excess quantity supplied shall be at Supplier's risk.

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32. Inspection by HPCL or HPCL Authorized Third Party Inspection Agency:

- i. HPCL may engage third party for inspection of materials/Finished good and vendor to provide all necessary assistance for carrying out the inspection in his premises. HPCL &/or HPCL authorized Third Party Inspection Agency 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 / workshop 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 provide his full assistance to carry out such inspection.
- ii. 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.
- iii. No dispatch of materials should be done without third party inspection and clearance report
- iv. The Third Party Inspection is clearly described in this tender document.

33. Unloading:

Unloading & stacking will be arranged by bidder.

34. Miscellaneous

- i. HPCL reserves the right to accept any tender in whole or in part or reject any or all tenders without assigning any reason. Decision of HPCL in this regard shall be final and binding on the bidder.
- ii. HPCL shall follow / Price Preference as per prevailing guidelines of Government of India.
- iii. The Special Terms & Conditions and the Technical Specification of the tender shall always supersede the General Terms & Conditions of the tender for the related terms/clauses. In case of contradictions between various sections of the tender document, the Work Description shall supersede Specification and Drawings and Special Terms & Conditions shall supersede instructions to bidders, particular clauses of General Terms & Conditions or clauses stated elsewhere.
- iv. This Tender is not transferable. All enclosed tender documents along with the Annexures / Attachments will form part of the tender.
- v. The prices quoted by the Bidder shall be firm during the validity period of the bid and Bidder agrees to keep the bid valid during the said period. In case the bidder revokes or cancels the tender or varies any of terms of the tender without the Consent of the Owner, in writing, the Bidder forfeits the right to the refund of the Earnest Money paid along with the tender.
- vi. Payment of bills shall be tendered to the contractor in electronic mode (e-payment)

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through any of the designated banks. The contractor will comply by furnishing full particulars of Bank Account (mandate) to which the payments will be routed. Corporation reserves the right to make payment in any alternate mode also.

- vii. A vendor who wishes to submit a bank guarantee (BG) towards Security Deposit (SD)/Composite Performance Bank Guarantee (CPBG)/Advances/ towards any other requirement of the tender, is required to ensure that
- a. The issuing bank is on SFMS platform
 - b. SFMS Message type used is 760 COV and SMFS Delivery report/Message Copy is sent along with original BG
 - c. SFMS Message from issuing Bank is sent to following:
 - Beneficiary's bank Name: ICICI Bank
 - ISFC Code: ICIC0000393.
 - d. Field no 7037 of SFMS Message is updated with HPCL CPO UIC as HPCL508902133CP
 - e. BG contains following details:
 1. Beneficiary's bank Name: ICICI Bank
 2. ISFC Code: ICIC0000393.
 3. HPCL's Customer ID: 508902133
 - f. The BG is forwarded with SFMS Delivery report
- viii. Tenders received after the stipulated date and time for receipt of the tenders, due to any reason will not be considered.
- ix. Courts in the city of Mumbai alone shall have Jurisdiction to entertain any application or other proceedings in respect of anything arising under this tender either before or after or during the finalization of the tender.
- x. Corporation reserves the right to take action as deemed fit which is inclusive of placing the tenderer under suspension / holiday for a period as decided by the Corporation, in case of withdrawal of offer at any stage , non - acceptance of LOA / PO or non - execution of order or any other breach of tender terms and conditions.
- xi. In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.

35. General

In case of contradiction between relevant Indian standards, GTCC, Special Conditions of Contract, Specifications, Drawings and Schedule of Rates, the following shall prevail in order of precedence.

- i) Detailed Purchase Order along with Statement of Agreed Variations, if any, and its enclosures.
- ii) Schedule of Quantities.
- iii) Fax of Acceptance (FOA) / Letter of Acceptance (LOA)
- iv) Drawings / Data Sheets
- v) Scope of Supply & Works

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- vi) Technical Specifications
- vii) Special Conditions of Contract
- viii) General Conditions of Contract
- ix) Instructions to Bidders
- x) Relevant Indian Standards / Specifications

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PAYMENT DISBURSEMENT DETAILS

A) General Information for Bill Preparation at Vendor end to be provided by HPCL

- 1) **Shipping and Billing Location:**
Please refer Special Terms and Conditions for Site Details.
- 2) **Disbursement Office Address:** HPCL Central Procurement Cell,
9th Floor, Marathon Futurex Building A Wing,
Mafatlal mills Compound Lower Parel, Mumbai – 400 013
- 3) Contact address to issue to Waybill / Entry Bill (if applicable): Site In charge mentioned in Special terms and Conditions.

B) Guideline for Contractor/ Vendor:

1. Original Invoice along with Duly signed BTS Transmittal should be submitted to following address:
**DGM-Finance
HPCL Central Procurement Cell
9th Floor, Marathon Futurex
Building A Wing, Mafatlal mills
Compound Lower Parel,
Mumbai – 400 013**
2. Original Set of Test Certificates, Inspection Reports, TPI Reports, Guarantee / Warrantee certificates, if any shall be submitted to Site location address.
3. Scanned Copy of Invoice, BTS transmittal and test certificates to be emailed to Site in Charge.
4. Digitally signed invoices will be accepted.

C) Guideline / Process of BTS Generation:

Also, new Integrated Disbursement module (IDM) has been rolled out for vendor payments. You are advised to follow the below steps with respect to submission of bills:

1. Vendor to login to BTS portal (<http://bills.hpcl.co.in/Vendor/>) using BTS username and Password.
2. On logging, you will see a menu bar, on the menu bar click **invoice Transmittal**. Then click **Create Transmittal**.
3. Select the correct PO/Call up number from drop down menu against which you have made supply/ services and **click proceed at the bottom of the page**.
4. Next, Select the corresponding PO line numbers in the PO against which you are making the supply/ services and click **proceed**.