



## Annexure - A to the HPCL Tender Enquiry

### I. BANK GUARANTEE SUBMISSION:

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**Bank Guarantee's should be submitted strictly in HPCL Format. Non Compliance of the same, offer shall be liable for Rejection.**

#### **Responsibilities of Vendor/Supplier regarding Bank Guarantee submission**

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- a) Vendor/Supplier shall obtain Bank guarantee from branches of scheduled banks (other than cooperative banks) which is live on SFMS facility.
  - b) BG issuance advice through SFMS shall be forwarded to HPCL's Designated banker referred in point no c.
  - c) ICICI Bank, Back bay Branch, Mumbai (IFSC code ICIC0000393) is the designated branch for HPCL and to be used SFMS confirmations only.
  - d) For Bank guarantees pertaining to HP Green R&D Centre, Vendor/Supplier should ensure that Unique Identifier Code (UIC of HPCL Green R&D Centre) – **"HPCL508902133CR" is referred in the row/field number 7037 of SFMS Delivery report.**
  - e) Vendor/Supplier should ensure that SFMS Message type (MT) should be **"760 COV"**
  - f) Concerned Vendor/Supplier to submit a copy of SFMS delivery report from the bank guarantee(BG) issuing Branch along with the original bank guarantee(BG) to HPCL. This should form part of bank guarantee(BG) related documents handed over to beneficiary (HPCL).
  - g) Bank guarantee(s) shall be in line with formats provided.
  - h) Bank guarantee(s) shall be signed by two authorized authorities of issuing bank.
  - i) In case issuing branch is not located in Bangalore, issuing branch should specifically authorize a designated branch in Bangalore to facilitate invocation/encashment of bank guarantee and this shall be incorporated under Non obstante clause of bank guarantee i.e., after point no 3 of BG format in the last paragraph of BG format.  
"The subject bank guarantee may be invoked/encashed at our ..... branch located at Address (... ..) (along with email id, contact number and IFSC code of designated branch) of Bengaluru.

#### **Guidelines for bank guarantee(BG) issuing branch**

- a) Bank guarantee(s) shall be signed by two authorized authorities of issuing bank.
- b) SFMS confirmation is to be advised to ICICI Bank, Back bay Branch, Mumbai (IFSC code ICIC0000393). This is to be used for SFMS confirmation only.
- c) HPCL508902133CR is to be updated in row/field number 7037 of SFMS Delivery report.
- d) SFMS Message type (MT) should be **"760 COV"**
- e) Copy of SFMS delivery report is to be handed over to vendor/supplier.

#### **Kindly note:**

- 1) Vendor to furnish Bank guarantees in favour of HPCL from the list of banks whose bank guarantees are acceptable to the Corporation (list enclosed)
- 2) All foreign bank guarantees will be confirmed by a bank located in India acceptable to the Corporation.
- 3) All bank guarantees are to be provided on stamp paper only.



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- 4) Bank Guarantees from branches of banks not having SFMS facility are not considered and cannot be accepted.
- 5) Usage of wrong /other identifier code(s) will not cause the confirmation message to under HP Green R&D Centre reflect under assigned UIC inviting consequences related to unconfirmed bank guarantees.
- 6) Please mention the below referred bank details of beneficiary wherever required /applicable in bank guarantee(BG)

COMPANY NAME Hindustan Petroleum Corporation Ltd  
BANK NAME STATE BANK OF INDIA  
BRANCH ITI ANC. INDUSTRIAL ESTATE  
BRANCH CODE 3028  
ACCOUNT NO 32161443180  
SWIFT CODE SBININBB262  
IFS CODE SBIN0003028  
BANK ADDRESS Mahadevapura, Whitefield Road, Bangalore - 560 048

### 2. METHOD FOR INVOICE SUBMISSION:

#### STEP 1:

- Log on to <http://www.bills.hpcl.co.in>
- Go to Bill Tracking & Vendor Self Service page
- Enter your Credentials (User ID - Vendor Code & Password)
- Go to Bills
  - a) Submit e invoice - For submission of new bill,
  - b) My Bills - to view the bill,
  - c) Payment History – To view the payment details)
- Select PO Number in the drop down list  
(Standing Orders cannot be selected, in such case only call up orders should be selected)
- Check and proceed
- Enter Invoice Particulars, Check Bank Details
- Confirm and Submit
- Select "OK" for Invoice Created Successfully Box
- Invoice Transmittal - Approved Sheet appear
- Check and Take print out

#### STEP 2:

- Submit Original Invoice and Invoice Transmittal Approved Sheet Print Out to Central Processing Cell (CPC) in the HPCL Corporate R&D Centre Bangalore-Finance Section.
- Acknowledgement can be seen in the BTS portal
- Use BTS number for reference purpose.

#### STEP 3:

- Submit Duplicate Invoice, copy of Invoice Transmittal Approved Sheet Print Out and supporting documents to the User Dept.



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- Use BTS number for reference purpose.

All documents if sent through courier, on the face of envelope the following information should be mentioned

BTS No:

Vendor code:

Name of the Vendor:

PO Reference:

Contact details:

### 3. FOR E-TENDERING RELATED ISSUES:

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 - 022-41146666 or +91 7710911191. The help-desk services shall be available from Monday to Saturday, between 8.00 AM to 8.00 PM IST only, except Public holidays.

ALTERNATELY YOU MAY SEND MAIL ON [eprochelpdesk@mail.hpcl.co.in](mailto:eprochelpdesk@mail.hpcl.co.in)

Respond may be sent in next 24-48 Hours.

In case, the above Phone is unreachable, you may alternately call on the Mobile no. 08108-988-611 but only on the days and time given above.

In this regard, we would like to inform you that we have been receiving some last minute requests/problems and thereafter requesting for extension in Due Date, highlighting some technical issues as a reason for non-submission of bids.

Kindly log-in to the website (<https://etender.hpcl.co.in>) well in advance to ensure timely submission of your bid and please note that HPCL shall NOT be responsible for any last minute rush.

**NOTE:** Vendor is requested to quote their rate as per the terms and conditions mentioned in the tender document including Special Terms and Conditions and General Terms and Conditions. Vendor to note that deviations to Terms and Conditions as mentioned above and in the other attachments of tender document shall lead to rejection of offer or loading on offered price during evaluation.

**However, in case of any deviation please mention the same in Deviation List (in e-Proc website) ONLY. In case NO deviation is mentioned in the Deviation List, it will be considered as NIL Technical and Commercial Deviation and vendor accepted all the terms and conditions of the Tender including Special Terms & Conditions and General Terms & Conditions for supply.**

In case of any ambiguity/contradiction/misunderstanding/discrepancy/inconsistency /error in the terms and conditions of the tender, vendor need to ask clarification regarding the same before quoting. Else, the decision of the Owner/Engineer-in-charge/Site-in-charge shall be the final and the contractor/vendor shall abide by the decision. The decision shall not be arbitrable.

### 4. PROCEDURE FOR SUBMISSION OF E-BID: [<https://etender.hpcl.co.in/>]

- 4.2. If you are logging in for the first time, please upload your digital certificate (public key) through the link "Digital certificate" in the left side (The digital certificate should have "Non repudiation" attribute). The concerned Purchase officer will validate the same,



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after which the message in link shall read as “Existing Signing Digital Certificate Expires on:” Only after this message you can submit bid successfully. (This is a onetime activity till certificate expiry).

- 4.3. To know, how to prepare and submit bid, please refer the “HELP” tab. You will be guided with a step by step procedure for bid preparation and submission of the same.
- 4.4. For help on any specific topic, like ‘how to raise query’ etc., please click on the help link and select the appropriate topic for a step by step procedure on same.
- 4.5. Please note that, you can submit more than one bid against a tender. However, only the latest successful bid shall be considered for evaluation.
- 4.6. Please download and install the PDF signing utility (J Sign PDF) from the “Utilities” link, which can be used to signing tender document prior to submission of same. Please note that your digital certificate should be uploaded / existing in your browser to enable Jsign pdf in signing documents.
- 4.7. Please ensure to use Internet Explorer 7 or above to open and work on this application.
- 4.8. Please download & install the program JDK 1.6 from the utilities link, if not already installed for this application to work properly.
- 4.9. Please note that opening of bids can be witnessed through the menu “Witness bid opening” after the un-priced/priced bid opening date has passed.

NOTE: For Disclaimers, please refer the home page after logging into the website.

### 5. **MODE OF BIDDING:**

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- 5.1. Bidders shall ensure compliance of the following while bidding:

- 5.1.1. A scanned copy of the Letter Head, confirming unconditional acceptance to all the terms & conditions contained in HPCL's Tender Enquiry and WITHOUT any deviation, should be uploaded in the “**Generate Technical Bid & Priced envelope → Tender Heading**” stage of bid preparation. The Letter Head should also clearly indicate your up-to-date Address, Telephone Numbers, Fax Numbers, E-Mail Addresses, Mobile Numbers and Contact Person's Name & Designation.

- 5.1.2. In addition to the above, please ensure to specify the following under the “**Generate Technical Bid & Priced envelope → Tender Heading**”:

- a. In case of NIL Deviation, kindly ensure to specify NIL.
    - b. In case of any deviation(s), the same is to be entered in the table provided.
    - c. Deviation mentioned in any other place will not be considered.

(NOTE: In case Deviation Form is left blank, the next step cannot be initiated)

### 6. **BID SECURITY DECLARATION:**

- 6.1. Bidder need to provide the Bid Security declaration as per the format attached with the tender.

### 6.2. **UNPRICED BID DOCUMENTS TO BE SUBMITTED ONLINE:**

Bidders shall ensure to specify the following under the “Generate Technical Bid & Priced Envelope Tender Heading”:

- a) In case of NIL Deviation, kindly ensure to specify NIL.
  - b) In case of any Deviation(s), the same is to be entered in the table provided.
  - c) Deviation mentioned in any other place will not be considered.

(NOTE: In case Deviation Form is left blank, the next step cannot be initiated)



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IN CASE OF ANY TECHNICAL/COMMERCIAL QUERIES, THE SAME SHOULD BE SOUGHT THROUGH THE “QUERIES / MESSAGES” APPLICATION IN THE E-PROCUREMENT SITE ONLY. (Manual for raising queries available in “HELP” application (Point e) after logging into the website)

### 7. Tax Collection at Source:

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, 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.

### 8. ARBITRATION CLAUSE (For Indian Orders):

7.1. **For Supply** - Applicable as per HPCL’s “General terms and conditions for supply”.

7.2. **For Services** - Applicable as per HPCL’s “General terms and conditions for works contract”.

7.3. **For Consultancy** - Applicable as per HPCL’s “General terms and conditions of Contract for Consultancy Services”.

Please note the following;

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 Bangalore for all purposes. The Arbitration shall be held at Bangalore and conducted in English language.



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### 9. ARBITRATION CLAUSE (Foreign Orders)

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1. All disputes or differences arising out of or in relation to this contract or on account of suspension or termination of the contract shall be settled by Arbitration in India. The arbitration shall be by a Sole Arbitrator appointed by HPCL. The Sole Arbitrator will adjudicate the disputes and differences between the parties except those in respect of which, the decision of any person is, by the contract expressed to be final and binding.
  2. In the event of the Sole Arbitrator to whom the matter is originally referred to, is unable to act or he/she vacates the office, HPCL, shall nominate another Sole Arbitrator to settle the said disputes and differences.
  3. The second Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his/her predecessor. It is agreed between the parties that if HPCL fails to appoint an Arbitrator within 30 days of a reference made for appointment, then the Contractor/ Vendor shall write to the Chairman and Managing Director of HPCL stating about the failure and requesting for an appointment and the C&MD of HPCL shall then either appoint or ensure the appointment of a Sole Arbitrator.
  4. The proceedings and award (to be in writing) shall be in English and the award shall be final, conclusive and binding on the parties to the contract subject to the provisions of the Arbitration & Conciliation Act, 1996, as in force in India and the rules made thereunder and for the time being in force. This contract shall be covered by the laws of India.
  5. The award shall be made in writing and shall be published at the earliest.
  6. The Sole Arbitrator shall be at liberty to appoint, if so necessary, any Accountant or Engineer or other person to assist him/her and act by the opinion so taken.
  7. The Sole Arbitrator shall have powers to make one or more awards whether interim or otherwise in respect of the disputes and differences, and in particular, shall make separate awards in respect of each claim or cross claim of the parties.
  8. The Sole Arbitrator shall be entitled to direct any of the parties to pay the cost of arbitration in such a manner and to such an extent as the Sole Arbitrator may in his discretion determine and shall also be entitled to require one or both the parties to deposit funds in such proportions to meet the arbitration expenses. The parties to arbitration, whenever called upon to do so, shall be bound to comply with such directions without any demur.
  9. Notwithstanding anything contained to any other law, the parties hereby agree that the courts in the city of Bangalore alone shall have jurisdiction in respect of all or anything arising under this contract, except for moving the appropriate Court for enforcement of an award.

### 10. CANCELLATION / RISK PURCHASE CLAUSE:

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Applicable as per HPCL's "GENERAL TERMS AND CONDITIONS FOR SUPPLY".

### 11. TERMINATION CLAUSE:

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**For Services** - Applicable as per HPCL's "GENERAL TERMS AND CONDITIONS FOR WORKS CONTRACT".

**For Consultancy** - Applicable as per HPCL's "General terms and conditions of Contract for Consultancy Services".

### 12. GENERAL NOTES:

- i. HPCL takes no responsibility for delay, loss or non-receipt of auto emails sent by e-Proc site. Only the offers submitted through e-Proc site will be accepted. Telegraphic/fax/email offers or offers sent through any other mode shall not be accepted.
- ii. Vendors who have responded to the tender are requested to login at HPCL e-procurement website (<http://etender.hpcl.co.in>) for witnessing the tender opening (un-priced bid as well as priced bid in case of technically accepted vendors).
- iii. Queries if any may be addressed in e-Proc site only. Such queries shall be forwarded so as to reach HPCL before the due date for receipt of pre bid queries. Queries received after the bidder query due date shall not be responded.
- iv. The bid prepared by the bidder, all correspondences and documents relating to the bid exchanged by the bidder and the OWNER, shall be written in English language.
- v. Although this tender document has been compiled with all reasonable care, it is the bidder's responsibility to ensure that the information provided is adequate and clearly understood. Bidder shall examine the tender document thoroughly in all respect and if any conflict, discrepancy, error or omission is observed, bidder may request clarification at any time before queries end date. Any failure by the bidder to comply with the aforesaid requirement shall not excuse the bidder, after subsequent award of the contract, from performing the work in accordance with the agreement.
- vi. 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. 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.
- vii. The Vendor(s) should submit their Offer along with the requisite details specified in the tender.
- viii. HPCL reserves the right to cancel the tender at any stage during the bidding process but before the award of work/ items (as applicable),
- ix. In NO cases, vendor should take any deviation from Tender terms and conditions. In case of any deviation to payment terms and Price Reduction Clause/LD etc., the same shall be loaded while evaluation as per HPCL standard terms and conditions.
- x. HPCL shall not be responsible for any delays reasons whatsoever in receiving as well as submitting offers, including connectivity issues.
- xi. 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. For the addendum/corrigendum issued during the bidding period, bidders shall confirm the inclusion of addendum / corrigendum / Messages on Message Board in their bid. Bidder shall follow the instructions issued along with addendum/corrigendum/Messages on Message Board.
- xii. Bidders shall examine the Bidding Document thoroughly and submit to HPCL any apparent conflict, discrepancy or error. HPCL shall issue appropriate clarifications or amendments, if required. Any failure by Bidder to comply with the aforesaid shall not



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excuse the Bidder from performing the Services in accordance with the contract if subsequently awarded.

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### List of Scheduled Commercial Banks (SCBs)

List of Scheduled Public Sector Banks			
Sr.No.	Name of the Bank	Sr. No.	Name of the Bank
1.	Allahabad Bank	10.	Indian Overseas Bank
2.	Andhra Bank	11.	Oriental Bank of Commerce
3.	Bank of Baroda	12.	Punjab & Sind Bank
4.	Bank of India	13.	Punjab National Bank
5.	Bank of Maharashtra	14.	State Bank of India
6.	Canara Bank	15.	Syndicate Bank
7.	Central Bank of India	16.	UCO Bank
8.	Corporation Bank	17.	Union Bank of India
9.	Indian Bank	18.	United Bank of India

List of Scheduled Private Sector Banks			
Sr.No.	Name of the Bank	Sr. No.	Name of the Bank
1.	Axis Bank Ltd.	12.	Jammu & Kashmir Bank Ltd.
2.	Bandhan Bank Ltd.	13.	Karnataka Bank Ltd.
3.	Catholic Syrian Bank Ltd.	14.	Karur Vysya Bank Ltd.
4.	City Union Bank Ltd.	15.	Kotak Mahindra Bank Ltd
5.	DCB Bank Ltd.	16.	Lakshmi Vilas Bank Ltd.
6.	Dhanlaxmi Bank Ltd.	17.	Nainital Bank Ltd.
7.	Federal Bank Ltd.	18.	RBL Bank Ltd.
8.	HDFC Bank Ltd	19.	South Indian Bank Ltd.
9.	ICICI Bank Ltd.	20.	Tamilnad Mercantile Bank Ltd.
10.	IndusInd Bank Ltd	21.	YES Bank Ltd.
11.	IDFC FIRST Bank Ltd.* (IDFC Bank Ltd.)	22.	IDBI Bank Ltd.

[\* Note: The notification for changing the name of 'IDFC FIRST Bank Limited' in the Second Schedule of RBI Act, 1934 has been sent to Government of India for Gazette Publication which is yet to be published.]

List of Scheduled Small Finance Banks	
Sr.No.	Name of the Bank
1.	Au Small Finance Bank Limited
2.	Capital Small Finance Bank Limited
3.	Equitas Small Finance Bank Limited
4.	Suryoday Small Finance Bank Limited
5.	Ujjivan Small Finance Bank Limited
6.	Utkarsh Small Finance Bank Limited
7.	ESAF Small Finance Bank Limited
8.	Fincare Small Finance Bank Limited
9.	Jana Small Finance Bank Limited
10.	North East Small Finance Bank Limited





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### List of Scheduled Payments Banks

Sr.No.	Name of the Bank
1.	India Post Payments Bank Limited

### List of Scheduled Regional Rural Banks

Sr.No.	Name of the RRBs
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1.	Andhra Pradesh Grameena Vikas Bank	17.	Ellaquai Dehati Bank
2.	Andhra Pragathi Grameena Bank	18.	Jammu & Kashmir Grameen Bank
3.	Chaitanya Godavari Grameena Bank	19.	Jharkhand Gramin Bank
4.	Telangana Grameena Bank	20.	Vananchal Gramin Bank
5.	Saptagiri Grameena Bank	21.	Kaveri Grameena Bank
6.	Arunachal Pradesh Rural Bank	22.	Karnataka Vikas Grameena Bank
7.	Assam Gramin Vikash Bank	23.	Krishna Pragathi Gramin Bank
8.	Langpi Dehangi Rural Bank	24.	Madhyanchal Gramin Bank
9.	Dakshin Bihar Gramin Bank*	25.	Narmada Jhabua Gramin Bank
10.	Uttar Bihar Gramin Bank	26.	Central Madhya Pradesh Gramin Bank
11.	Chattisgarh Rajya Gramin Bank	27.	Vidharbha Konkan Gramin Bank
12.	Baroda Gujarat Gramin Bank	28.	Maharashtra Gramin Bank
13.	Dena Gujarat Gramin Bank	29.	Manipur Rural Bank
14.	Saurashtra Gramin Bank	30.	Meghalaya Rural Bank
15.	Sarva Haryana Gramin Bank	31.	Mizoram Rural Bank
16.	Himachal Pradesh Gramin Bank	32.	Nagaland Rural Bank

[\* Note: Dakshin Bihar Gramin Bank was established amalgamating two RRBs viz. Bihar Gramin Bank & Madhya Bihar Gramin Bank. Punjab Gramin Bank was established amalgamating three RRBs viz. Punjab Gramin Bank, Malwa Gramin Bank & Sutlej Gramin Bank. Also, another 12 RRBs have been notified to be amalgamated into 6 RRBs from 01.04.2019. Further changes and details in the list of Regional Rural Banks (details of address and contact no), as a result of on-going amalgamation shall be communicated in due course.]

### List of Scheduled Foreign Banks in India

Sr.No.	Name of the Bank
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1.	Australia and New Zealand Banking Group Ltd.	11.	Deutsche Bank
2.	Westpac Banking Corporation	12.	HSBC Ltd
3.	Bank of Bahrain & Kuwait BSC	13.	PT Bank Maybank Indonesia TBK
4.	AB Bank Ltd.	14.	Mizuho Bank Ltd.
5.	Sonali Bank Ltd.	15.	Sumitomo Mitsui Banking Corporation
6.	Bank of Nova Scotia	16.	The Bank of Tokyo- Mitsubishi UFJ, Ltd.
7.	Industrial & Commercial Bank of China Ltd.	17.	Cooperatieve Rabobank U.A.
8.	BNP Paribas	18.	Doha Bank
9.	Credit Agricole Corporate & Investment Bank	19.	Qatar National Bank
10.	Societe Generale	20.	JSC VTB Bank
		21.	Sberbank
		22.	United Overseas Bank Ltd
		23.	FirstRand Bank Ltd