

To, M/s. BPCL ESTIMATE MUMBAI . India - 400038. Ph:,Fax:. Vendor Code:300648	REQUEST FOR QUOTATION Collective RFQ Number/ Purchase Group 1000392624 / N01-RF PUMP SPARES Contact person/Telephone MANOJ JADHAV Fax : - Email: manojjadhav001@bharatpetroleum.in Our ref.:	
RFQ No/Date: 6001672578 / 12.09.2022	Quotation Due Date/Time: 26.09.2022/14:00:00	
Material/Services required at: M/s. BHARAT PETROLEUM CORPN. LTD MUMBAI REFINERY MAHUL, MUMBAI - 400074 India		
<p><u>Subject : PROCUREMENT OF RECIPROCATING PUMPS AT BPCL MR</u></p> <p>You are invited to quote "On Two bid basis" online through BPCL E-Procurement website https://bpcltenders.eproc.in as per the enclosed Tender Documents.</p> <p>Bidders are invited to quote On "Two-Bid-Basis" as instructed below.</p> <p>TWO BID BASIS :</p> <p>1.UN-PRICED TECHNO COMMERCIAL BID.</p> <p>Un-priced techno commercial bid shall comprise your technical details and confirmations to our tender specifications. Commercial terms shall be clearly mentioned in this bid.</p> <p>2.PRICED BID.</p> <p>Priced bid shall contain price/s in the solicited format. If any documents containing prices are found in technical bids, your offer shall not be consider for further evaluation.</p> <p>All other terms and conditions appearing on our invitation to bid shall apply.</p> <p>OFFER VALIDITY :</p> <p>Validity of your offer should be 120 days from the tender due date.</p> <p>SUBMISSION OF TENDER ONLINE:</p> <p>You shall submit / upload your bid along with all required documents, on or before the due date by 14.00hrs specified on BPCL E-Procurement website https://bpcltenders.eproc.in maintained by M/s. C1 India Pvt. Ltd.</p> <p>For any assistance regarding online submission of bids on BPCL E-Procurement web site, you may contact</p>		
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Ms. Diksha Naik Email : diksha.naik@clindia.com
Mobile : 9011797905

Hard copies of the bids received by post or courier shall not be considered.

DEVIATION:

Your offer shall be in line with tender requirements/ specifications. You shall furnish all the information/documents required for evaluation of your offer. The technical evaluation will be carried out on the basis of information made available by you in your offer. You shall visit the site if required and understand the requirement before submitting your offer.

Please note that this is "Nil Deviation" tender. You are requested to have all your queries clarified before bidding. However, if you still have deviations from our RFQ, please indicate deviations in your offer under the column 'DEVIATIONS IF ANY' giving reference to RFQ clause no. ,else your offer shall be presumed to be in line with BPCL enquiry (Both technically and commercially)and no changes in future shall be entertained.

Deviations appearing under clause 'DEVIATIONS IF ANY' shall be considered while evaluating the offer. However, BPCL at its own discretion may accept or reject offers received with deviations.

In case there are no deviations, please mention "NIL DEVIATIONS".

For any technical queries / clarifications, please contact following:

For RFQ item no: 10;

Mr. Deepak Rao T, on Tel - 25533782; Email id: deepakrao@bharatpetroleum.in

For RFQ item no: 20;

Mr. Bhushan Patil, on Tel - 25524802; Email id:

bhushanpatil@bharatpetroleum.in

RFQ Number :6001672578

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The points mentioned herein supercedes the same points, if any, appearing elsewhere in this tender.

BPCL General Purchase Conditions, QEHSS, Energy policy, Holiday listing policy is enclosed and same shall form part of this tender.

BPCL reserves the right to cancel this tender without assigning any reasons.

Item	Material Description	Qty	Unit Delivery date	Unit Basic Rate (in Figures)
00010	27.00.00.007.8 BARE PUMP W/O BASE FRAME 70NP205AB	2	Number 24.10.2022	
SHORT DESCRIPTION : BARE PUMP W/O BASE FRAME 70NP205AB MATGRP : UOM : NO TYPE SIMPLEX DIAPHRAGM SPEED 100 SPM END CONNECTION 2INCH X 2 INCH MS BACKING FLANGES STROKE CONTROL MANUAL CAPACITY 200 LPH DISCHARGE PRESSURE 6 KG / CM ² MOC : LIQUID END SS 316 VALVE & VALVE SEAT SS 316 PLUNGER CS PACKING GLANDLESS DESIGN DIAPHRAGM PTFE RELIEF VALVE IN HYDRAULIC OIL CHAMBER MOTOR : RECOMMENDED 3 HP / 1440 RPM EQUIPMENT DETAILS: STRI.WATER INJ (70NP205A & B) LOCATION: ARU COMPLEX				
<hr/> VENDOR SHALL VISIT SITE BEFORE BIDDING.				
State GST % : _____ % Central GST % : _____ % Integrated GST % : _____ %				
Union Ter. GST % : _____ % GST Comp. Cess % : _____ %				
HSN Code / SAC Code : _____				
Billing State : _____				
Packing & Forwarding Charges : _____ % per unit OR _____ (INR) per unit				
Freight Charges : _____ % per unit OR _____ (INR) per unit				
Third party Inspection charges : _____ % per unit OR _____ (INR) per unit				
Other charges (if any) : Please specify separately				
<hr/>				
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RFQ Number :6001672578

Date : 12.09.2022

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Item	Material Description	Qty	Unit Delivery date	Unit Basic Rate (in Figures)
00020	27.00.00.006.8 CHEM DOSING PUMP 108LPH 32KG/CM2	2	each 05.12.2022	
SHORT DESCRIPTION : CHEM DOSING PUMP 108LPH 32KG/CM2 MATGRP : 27 UOM : EA METERING PUMP WITH FOLLOWING SPECIFICATIONS: 1. FLOW : 108 LPH, PRESSURE : 32KG/CM2. 2. MOC : HEAD/FITTINGS, BALLS & SEAL RING SS 316. 3. LIQUIFRAM. MOC PTFE (TEFLON) 4. TUBING & CONNECTIONS : PIPE 3/4" NPT M. 5. PUMP SHALL BE SUITABLE FOR EXISTING MOTOR, COUPLING AND BASE FRAME (VENDOR SHALL VISIT SITE BEFORE BIDDING) 6. PUMP SHALL BE POSITIVE DISPLACEMENT LIQUIFRAM TYPE LOCATION: CPP/UTILITIES				
State GST % : _____ % Central GST % : _____ % Integrated GST % : _____ % Union Ter. GST % : _____ % GST Comp. Cess % : _____ % HSN Code / SAC Code : _____ Billing State : _____ Packing & Forwarding Charges : _____ % per unit OR _____ (INR) per unit Freight Charges : _____ % per unit OR _____ (INR) per unit Third party Inspection charges : _____ % per unit OR _____ (INR) per unit Other charges (if any) : Please specify separately				
Grand Total (inclusive of all taxes, duties/charges etc) In figure: In Words :				
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TERMS & CONDITIONS**1.Pricing types**

YOUR PRICES SHOULD BE GIVEN BOTH IN FIGURES AND WORDS.

1) Your offer shall be firm in all aspect till complete execution of the order; non acceptance of firm prices shall liable for rejection.

2) Material to be delivered on Door Delivery basis at our Mumbai Refinery Warehouse. Basic material cost, packing & forwarding charges, freight charges (if applicable) & GST shall be clearly indicated in your quotation.

3) Freight: Vendor has to quote for Freight charges, if applicable, in their offer and undertake responsibility for delivery up to BPCL warehouse. Freight charges shall be paid at actuals against submission of original documentary proof. Vendor shall mention percentage (%) of freight charges applicable in the offer.

It is the responsibility of vendor to arrange for transportation of the items in time so that material is received at BPCL Warehouse without any transition delay. The date of receipt of material at BPCL Warehouse shall be considered for calculation of LD charges, if any.

4) Please confirm to all our points in 'Terms & Conditions' or else we will presume that all our Terms & Conditions mentioned in this tender are acceptable to you.

5) No advance payment is permitted as per BPCL conditions. Suppliers not accepting payment as per BPCL terms are solely rejected.

6) Delay in receiving Invoices or failure of delay or failure in providing copies of dispatch documents/original MTC/ etc and any demurrage or wharfage or any loss resulting thereby shall be borne by the vendor.

7) Price evaluation will be done on total landed cost for supply including all taxes, freight, Input tax credit available to BPCL.

8) Vendor to indicate the following in the attached un-price bid format.

1. GSTN Number.

2. HSN Code.

3. Billing Address (Ex-works location)

4. Applicable GST rate.

No deviations will be accepted.

9) BPCL reserves the right to cancel this tender without assigning any reasons.

2.Deadlines

For item 10 - delivery period - 6 weeks and it is rejection criteria.

For item 20 - delivery period - Preferably within 12 weeks.

Vendor to quote their best delivery period. Not a rejection criteria.

Delivery is the essence of Contract & rejection criteria only for Item No. 10

3.Terms of delivery

Material to be delivered on "Door Delivery" basis at our Mumbai Refinery Warehouse(BPCL MATERIALS GATE) .

NOTE TO TRANSPORTER / DELIVERY MAN :

Driver / Helper / delivery person bringing the material must carry with them any one of the identity proof viz. driving licence / PAN Card / Adhar card etc., without which the person will not be allowed to enter inside the refinery.

Material shall be delivered at the below mentioned address.

Bharat Petroleum Corporation Limited.
Main Warehouse, Mumbai Refinery,
Mahul, Mumbai 400 074.

Contact Nos :

Warehouse Receipt Section - + 91 22 2553 3639/3645/3644.
Purchase Officer - + 91 22 25524279.

Please note that our Main Warehouse shall accept material from 8:00 hrs till 15:00 hrs on all working days. Material shall be delivered strictly within the stipulated timings. Consignments reaching our warehouse late shall not be entertained. BPCL is closed on sundays and public holidays.

Documents specified below shall form part of your supplies.

" Delivery challan with a copy of Purchase Order. Delivery challan shall contain the following along with other relevant details.

All the bearings are required to be inspected by original manufacturer prior to the dispatch and the Test certificate shall be sent along with the materials unless otherwise mentioned.

" Purchase Order No. with date.

" Item description as per PO with quantities supplied.

" Complete Delivery Address as mentioned above.

" Contact details of Purchase Officer and Delivery location.

" Packing list of the consignment

* Only diesel driven vehicle with spark arrestor is allowed to enter inside the Refinery.

* Three wheeled vehicles shall not be permitted.

* Trucks bringing in the material shall have the provision for sideways opening.

* Vehicle must have a spare tire (stepney).

USAGE OF ADVANCE SHIPPING NOTIFICATION before dispatch of material

" BPCL Mumbai Refinery has implemented online package for advance information about the incoming material at BPCL MR warehouse. The package is called

'Advance Shipping notification'.

The vendor can access this package through BPCL E-connect, for which the link is <https://econnect.bpcl.in> . The vendor has to register and then login in this package for submitting the shipping information. This shipping information must be sent by the vendors before dispatching the material

4.Terms of payment

100% within 30 days from receipt and acceptance of material at BPCL warehouse. PBG is applicable if order value is more than Rs. 10 lakhs.

Advance payment shall not be made.

PERFORMANCE BANK GUARANTEE :

You will have to provide Performance Bank Guarantee for 3% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value.

In case PBG is not provided by the Vendor, 3% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period

MODE OF PAYMENT:

NATIONAL ELECTRONIC FUND TRANSFER (NEFT)

Payments shall be made by National Electronic Fund Transfer (NEFT) only. Payment by cheque will be made only to those vendors whose bank is located in the city where NEFT payment facility is presently not available. Bids received from vendors who are not accepting the NEFT payment terms are likely to be rejected.

Taxes and duties:

Taxes and duties will be paid at actuals up to CDD. After CDD any increase will be borne by the vendor.

Any increase / decrease in Taxes and statutory levies on the date of delivery during the scheduled delivery period will be on BPCL's account.

Any upward variation in Taxes and statutory levies after contractual delivery date shall be to vendor's account.

Delay in receiving Invoices or failure in providing copies of dispatch documents/original MTC/ etc and any demurrage or wharfage or any loss resulting thereby shall be borne by the vendor.

5.Warranties

MANDATORY DETAILS IN CERTIFICATES (MTC/ IBR/ OEM, etc)

Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material /accessories should be provided free of charges at our premises. The above Guarantee/Warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.

Relevant Test certificates, if applicable shall be provided along with the supplies

6.Penalty for breach of contract

Contractual delivery date for dispatched F.O.B./ F.O.R./F.O.T. destination at site, the date of delivery shall be the date on which the goods / materials are delivered to nearest destination Rail Head or owners Warehouse at site. The time and date of delivery of materials/equipment as stipulated in the order shall be deemed to be the essence of contract. LR date will be considered as delivery completion date for calculation of Liquidated damages in the case of ex-works contract. Date of receipt of materials at owners premises shall be considered for calculation of price reduction for F.O.R destination contract.

In case of delay in execution of order beyond the date of delivery as stipulated in the order or any extension sanctioned, BPCL may at its option:-

1. Accept Delayed delivery and recover Liquidated Damages by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value.
2. Cancel the order in part or full and purchase such cancelled quantities from else where on account and at the risk of the vendor without prejudice to its right under clause (1) above in respect of goods delivered.

7.Contract riders (clauses)

Bidders should visit the site before bidding for the tender.

Material if rejected shall be replaced free of cost on F.O.R. BPCL Warehouse basis.

BID REJECTION CRITERIA FOR TENDER:

The following provisions of the bidding document must be adhered to without deviation, failing which the bid shall be considered to be non-responsive and rejected.

- a) Bid Validity:-120 Days
- b) Time schedule.
- c) Security Deposit / Performance Bank Guarantee.
- d) Scope of Work / Scope of Supply.
- e) Price Reduction Schedule /Liquidated Damages for delay/ Payment Terms.
- f) Deviation to terms & conditions of RFQ / and its Addendum / Corrigendum if any.
- g) Presumptions etc. in Price Bid and "terms & conditions of tender".
- h) Defects Liability Period.
- i) Schedule of Rates / Prices.
- j) Any type of price information in Technical Bid/ un-priced bid.

8.Other contractual stipulations

The Bidder shall be agreeable to accepting part order at Owner's option without any limitation whatsoever and also acceptable to repeat order at the same unit prices, terms and conditions.

VARIATION IN TAXES/DUTIES :

Any increase/decrease in all the above mentioned statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor's account.

RISK PURCHASE CLAUSE :

BPCL reserves the right to curtail or cancel the order either in full or part thereof if the vendor fails to comply with the delivery schedule and other terms & conditions of the order. BPCL also reserves the right to procure the same or similar materials/equipment through other sources at vendor's entire risk, cost and consequences. Further, the vendor agrees that in case of procurement by the owner from other sources the differential amount paid by the owner shall be on account of the vendor together with any interest and other costs accrued thereon for such procurement.

REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

In case the testing and inspection at any stage by inspectors reveal that the equipment, materials and workmanship do not comply with specification and requirements, the same shall be removed by the vendor at his/its own expense and risk, within the time allowed by the owner. The owner shall be at liberty to dispose off such rejected goods in such manner as he may think appropriate.

In the event the vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the owner for such disposal shall be to the account of the vendor. The freight paid by the owner, if any, on the inward journey of the rejected materials shall be reimbursed by the vendor to the owner before the rejected materials are removed by the vendor. The vendor will have to proceed with the replacement of the equipment or part of equipment without claiming any extra payment if so required by the owner. The time taken for replacement in such event will not be added to the contractual delivery period.

COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA :

Restrictions under Rule 144(xi) of the General Financial Rules, 2017 - Reference OM no. 6/18/2019 - PPD dtd. 23.07.2020 (read along with any subsequent clarifications/amendments thereof) issued by Ministry of Finance, Public Procurement Division (<https://doe.gov.in/procurement-policy-divisions>)

(I) Any bidder* from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Internal Trade (DPIIT) of Govt. of India. (* In case of domestic tenders, the term "bidder" shall mean domestic bidders as defined under clause III below)

(II) "Bidder" (Including the term 'Tenderer', 'Consultant' or 'Service Provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

(III) "Bidder from a country which shares a land border with India" means:

- a) An entity incorporated, established or registered in such country; or
- b) A subsidiary of an entity incorporated, established or registered in such country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such country; or
- d) An entity whose beneficial owner is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

(IV) "Beneficial owner" for the purpose of para (III) above will be as under:

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

a. "Controlling ownership interest" means ownership of an entitlement to more than twenty-five percent of shares or capital or profits of the company;

b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or

together, or through one or through one or more juridical person(s), has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

5. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

(V) An "Agent" is a person employed to do any act for another, or to represent another in dealings with third person.

(VI) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Undertaking as per Annexure 3 Land Border

Important Notice

Sr.No	Description
001	Quotation received after due date will not be entertained
002	Your quotation must specify exact amount or percentage discount, GST, Charges, Transport, Packing & forwarding, etc. as applicable.
003	In case you are unable to quote, kindly send the quotation with a regret for our records. Non-receipt of a regret will adversely affect your vendor rating.
004	No quotation will be accepted without your rubber stamp and signature.
005	Your quotation must be strictly in enclosed envelope indicating Collective RFQ No., RFQ No. and due date.
006	For all future correspondences please mention the vendor code Collective RFQ Number & RFQ Number.
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To:M/s. BPCL ESTIMATE MUMBAI - 400038 India (300648)

-----Tear off Portion to be pasted on the envelope containing offer-----

Collective RFQ No. : 1000392624

Our Reference:

Due Date : 26.09.2022

RFQ No. : 6001672578

Due Time : 14:00:00

Subject:

To,
BHARAT PETROLEUM CORPORATION LTD-MUMBAI REFINERY
P & CS DEPT .SOUTH BLOCK, 2ND FLOOR,
MAHUL, CHEMBUR,
MUMBAI
400074

Purchase Group : N01-RF PUMP SPARES