

<p>To, M/s. BPCL ESTIMATE MUMBAI . India - 400038. Ph:,Fax:. Vendor Code:300648</p>	<p>REQUEST FOR QUOTATION Collective RFQ Number/ Purchase Group 1000426483 / N08-RF ELECTRICAL Contact person/Telephone Fax : Email: Our ref.:</p>	
<p>RFQ No/Date: 6001814967 / 13.11.2024</p>	<p>Quotation Due Date/Time:04.12.2024</p>	
<p>Material/Services required at: M/s. BHARAT PETROLEUM CORPN. LTD MUMBAI REFINERY MAHUL, MUMBAI - 400074 India</p>		
<p><u>Subject: Procurement of Trolley mounted Voltage Variac for Electrical Lab</u></p> <p>This is Open two part bid (Bid Qualification Cum Techno Commercial Bid and price bid) tender, floated in Govt. E-Marketplace (GeM) portal.</p> <p>Similar Product Criteria for GeM tender:</p> <p>"electrical equipment's like control transformers for electrical panels, electrical testing devices like HiPOT test kit, IR value testers etc."</p> <p>TECHNICAL CRITERIA:</p> <p>The Bidder or its OEM {themselves or through re-seller(s)} should have supplied same or similar Category Products for 30% of bid quantity, in at least one of the last three Financial years before the bid opening date to any Central / State Govt Organization / PSU / Public Listed Company.</p> <p>FINANCIAL CRITERIA:</p> <p>The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be 2,00,000/- or higher.</p> <p>Net Worth:- Net Worth of the Bidder should be positive as per the last audited financial statement.</p> <p>Bidder shall have completed 3 financial years of existence as on the original due date of the tender since the date of commencement of business.</p> <p>3. NOTE TO BIDDERS:</p> <p>3.1 JV/Consortium bids shall not be acceptable.</p> <p>3.2 In the case of a subsidiary relying on technical experience of Parent Company or vice versa, a parental guarantee shall be submitted along with the</p>		
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bid undertaking the responsibility for successful completion of job. In such cases the bidder shall meet the necessary financial criteria's of BQC. Also, the bidder shall meet PPPMII criteria without any violation.

3.3 For the jobs which have been executed abroad, only basic value shall be considered for evaluation and the rate of conversion to INR shall be conversion rate applicable SBI TT selling rate on the date on which work order have been issued by Owner.

3.4 Documentary proof in the form of Purchase Order / Contract copy and Client's certification in the form of Completion certificate or payment advice /slip/tax Invoice, for the value of work done as per BQC. Bidder should ensure uploading / submission of complete information / documents in the first instance itself at specified location in the e-tender. Qualification may be completed based on the details so furnished without seeking any subsequent additional information. BPCL reserves the right to complete the evaluation based on the details furnished without seeking any additional information. After the submission of bid, bidders are not allowed to change the price or substance of the bid.

3.5 So far as submission of documents is concerned with regard to qualification criteria, after submission of tender, only related short fall documents shall be asked for and considered. However, no new contract shall be considered to qualify the bidder.

3.6 Bidder must submit audited Balance sheets/Statement of Assets & Liabilities etc., Profit and loss account statement and Income Tax Return (ITR) for last three financial years viz. FYs 2023-24, 2022-23 & 2021-22. Financial Year shall be Year Ending 31st March or as followed by the bidder. Further, for bidders who have not finalized their books of account for the financial year 2023-24, evaluation of these criteria would be done for the latest three financial years ending 2022-23 for which books of account has been finalized and audited.

3.7 Copies of documents for meeting the bid qualification criteria (BQC), shall be duly verified with originals & attested by any one of the independent third-party inspection agency (TPIA), which are registered under "NABCB accredited bodies as per requirement of ISO/IEC17020/25 as Type A" in QCI's NABCB website as on the date of attestation. The link for the website is http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php All charges for verification & attestation by TPIA shall be borne by the Bidders.

Alternatively, Bidder at his, option need not provide TPIA verified documents along with bid. They need to provide only undertaking (as per Annex-1) giving assurance to submit TPIA verified documents in case they are successful L1 bidder. Refusal to submit the undertaking by bidder, shall make the bid liable for rejection.

3.8 If there is an already approved TPIA verified document for any other job, meeting qualification criteria for present job, and there are no changes in

the document data, such verified documents can be submitted for qualifying the BQC without again verification and attestation from TPIA.

3.9 The bidder shall in his own interest, furnish complete documentary evidence to justify that they meets the 'Bidder Qualification Criteria', as given above. It may be noted that the submission of authentic documents is the prime responsibility of the bidder. However, BPCL reserves the right of getting the documents submitted by the bidder, cross verified from the document issuing authority. In case of non-submission of the required documents or ambiguity or incomplete documents, BPCL reserves the right to reject the bidder's tender without assigning any reason.

3.10 In case the bidders are submitting the documents in a language other than English, proper English translation by recognized translators such as Indian consulate in the country of origin or the representative country's consulate in India or any accredited translating institute shall be accepted.

3.11 Bidder shall submit all relevant documents of their proven track records and satisfactory performance by giving detailed reference (email address or contact details) of end user(s). Owner shall have the right to obtain feedback directly from any or all end user(s) about performance of the bidder.

Other Conditions for BQC criteria:

Technical criteria relaxation to MSEs is not applicable.

Financial criteria relaxation to MSEs is not specifically mentioned as, the specified criteria above are minimum and no further relaxation can be given. BQC relaxation to start-up companies: - BQC relaxation to start-up companies will not be given.

DOCUMENTS/DECLARATIONS TO BE SUBMITTED BY THE BIDDER:

1. Bidder shall provide all relevant documents towards proof as specified in the technical & financial criteria.
2. Company profile indicating organization structure of bidding entity.
3. Audited Profit & Loss Account, Balance Sheets/Statement of Assets & Liabilities etc. for the immediately preceding three financial years.
4. Bidder to submit Purchase order copies and Invoices / Completion certificate and executed order for the qualifying works.
5. Bidder shall accept Holiday Listing policy.
6. Declaration of Bidder is not under liquidation, court receivership or similar proceeding.
7. Declaration of holiday listing in enclosed format. Bidder is not serving any Holiday Listing orders issued by Bharat Petroleum Corporation Ltd (BPCL) or Ministry of Petroleum and Natural Gas (MOPNG) debarring them from carrying on business dealings with BPCL / MOPNG. Offers not accompanied with such documents / declarations shall make the bidders liable for rejection. Any wrong declaration in this context shall make the bidders liable for action under the Holiday Listing Procedure.
8. All the certified documentation against BQC shall be uploaded by the bidder.

Refer attached scope of work document for detailed scope. All technical queries/ clarifications shall be got clarified before bid submission.

Post order no clarification/deviation/chages/modifications will be entertained.

The benefits of public procurement policy (micro or small enterprise) are extended to manufacturers registered for tendered items and not extended to traders / service providers registered under this.

In case any bidder, being micro or small enterprise, is claiming exemption for Earnest Money Deposit, such bidder shall submit documents as mentioned below:-

Valid MSE UDYAM Certificate with either CA Certificate in format given with tender or Valid NSIC Certificate.

All technical queries/ clarifications shall be got clarified before bid submission.

Mr. Venkateswaran K.G.
SR.MANAGER (Maint.Elect.), MR
Tel.: 022-25533148
Email: venkateswarankg@bharatpetroleum.in

For any commercial clarification please contact:

Mr. Pranay Aurora
Procurement Manager, MR
Tel.: 022-25533292
Email: aurorapranayraj@bharatpetroleum.in

Post order no clarification/deviation/chages/modifications will be entertained.

Our Address for Correspondence:
CPO MR Department
Bharat Petroleum Corporation Limited.
Mumbai Refinery, Mahul, Mumbai - 400 074

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.

DEVIATION:

You are requested to have all your queries clarified before bidding.

Your offer shall be in line with tender requirements/ specifications with 'NIL'

DEVIATION'.

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.

Bidders to note that any deviation if any to the technical/commercial terms and conditions of this tender should be mentioned only in the "DEVIATION" bid form attached. If any bidder fails to do so, it shall be construed that they have no deviations whatsoever to the tender terms and conditions. It is also reiterated that BPCL will not take cognizance of any clarifications/comments mentioned by the bidder in any other document. Similarly if any document is uploaded by the bidder, which inter alia would imply variation or deviation to tender specifications or any terms and conditions of the tender, it shall be taken into consideration for techno commercial evaluation if and only if the reference to the same is mentioned in the deviation bid from.

Deviations appearing in 'DEVIATION' forms 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".

NEFT PAYMENT:

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

BPCL General Purchase Conditions, QEHS, Energy policy, Holiday Listing policy and other attachments are enclosed. Same are part of 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	65.38.01.008.5 TRF LV VAR, 50A, 50HZ, 415VAC	2	Number 31.12.2024	
	SHORT DESCRIPTION	:	TRF LV VAR, 50A, 50HZ, 415VAC	
	MATGRP	:	65	
	UOM	:	NO	
	CURRENT, OUTPUT	(A :	50 A	
	FREQUENCY	(HZ :	50 HZ	
	VOLTAGE, INPUT	(V :	415 VAC	
	TYPE	:	AUTO	
	OPERATING TYPE	:	MANUAL	

Item	Material Description	Qty	Unit Delivery date	Unit Basic Rate (in Figures)
	NUMBER OF PHASE	: 3		
	OUTPUT VOLTAGE RATING	: 0 TO 470 VAC		
	ADDITIONAL INFORMATION	: WITH TROLLEY FOR TRANSPORTATION		
<hr/> <p>The product should comply with IS std. 5142-1969.</p> <p>Detailed drawings to be submitted for approva</p>				
<p>State GST % : _____ % Central GST % : _____ % Integrated GST % : _____ %</p> <p>Union Ter. GST % : _____ % GST Comp. Cess % : _____ %</p> <p>HSN Code / SAC Code : _____</p> <p>Billing State : _____</p> <p>Packing & Forwarding Charges : _____ % per unit OR _____ (INR) per unit</p> <p>Freight Charges : _____ % per unit OR _____ (INR) per unit</p> <p>Third party Inspection charges : _____ % per unit OR _____ (INR) per unit</p> <p>Other charges (if any) : Please specify separately</p>				
<p>Grand Total (inclusive of all taxes, duties/charges etc)</p> <p>In figure:</p> <p>In Words :</p>				
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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 aspects till complete execution of the order; non acceptance of firm prices shall be liable for rejection.
 - 2) Your prices should be on door delivery basis. Basic material cost, packing & forwarding charges, freight, GST rate and type shall be clearly indicated in your quotation. If vendor does not quote prices for delivery up to BPCL warehouse (freight) and mention the same as extra, the same shall be loaded suitably or maximum freight charges quoted by the bidder for price evaluation.
 - 3) Any variation in Govt. duties and taxes like GST shall be paid at actual prevailing at the time of dispatch of Material within CDD.
 - 4) If GST is applicable, Please ensure to indicate the HSN/SAC code no under which the goods are being cleared.
 - 5) 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.
 - 6) No advance payment is permitted as per BPCL conditions. Suppliers not accepting payment as per BPCL terms are solely rejected.
 - 7) 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.
 - 8) Price evaluation will be done on total landed cost for supply including all taxes, duties, freight.
- Any delay in unloading of material at BPCL/any financial losses by vendor on account of above would be solely attributable to vendor Supplies shall be made at short notice from time to time as ordered by us during the course of the contract duration. Based on need, separate orders will be confirmed through formal purchase order. The material is to be properly packed to avoid damage/loss on transit.

Transit Insurance charges, if any, will be borne by BPCL.
Abide by the general purchase terms and conditions already in your custody.

Packing & forwarding charges, Freight charges , taxes, shall be clearly indicated in Percentage only in your quotation.

100% payment within 30 days on receipt and acceptance of material at BPCL Warehouse.

Material to be delivered on Door Delivery basis at our Mumbai Refinery Warehouse.

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.

2.Deadlines

VALIDITY : Your quotation shall be valid for period of 120 Days from the bid due date or extended bid due date whichever is later.

3.Terms of delivery

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

NOTE TO TRANSPORTER / DELIVERY MAN-

Driver / Helper / delivery person bringing the material must wear PPEs (like safety shoes, Apron, helmet etc) and carry with them any one of the identity proof viz. driving license / PAN Card / Aadhar 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 25533267.

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:

"Invoice copy, Delivery challan, Guarantee/warranty certificate (if applicable), test certificates (if applicable), inspection certificate (if applicable), other material certificates and a copy of Purchase Order.

Delivery challan shall contain the following along with other relevant details:

" 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)

4. Terms of payment

100% on 30th day from receipt and acceptance of material at site, against Performance Bank Guarantee (PBG) in case order value exceeds Rs.10 Lakhs.

No advance payment will be made.

Any statutory variation in GST (CGST+SGST / UTGST) / IGST or introduction of any new statutory taxes and duties within the contractual completion period shall be to BPCL account, against submission of documentary evidence for substantiating the variation by way of relevant notification. However in case of delay in completion period beyond the contractual date, for reasons attributable to Bidder, any increase in these rates or any new statutory taxes and duties introduced during the period beyond the contractual completion date shall be borne by the Bidder, whereas any decrease passed on to the owner.

5. Warranties

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

As per our GPC guidelines

LIQUIDATED DAMAGES FOR DELAY FOR SUPPLY:

Contractual delivery date for despatches F.O.R. Destination/ F.O.R. Site, the date of delivery shall be the date on which the goods/ material are delivered to owner's warehouse or site. The time and date of delivery of stores/ material/ equipment as stipulated in the order shall be deemed to be the essence of the contract. Date of receipt of material at BPCL warehouse/site will be considered as delivery completion date for calculation of price reduction.

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

1. Accept delayed delivery at prices reduced by a sum equivalent to one half of one percent (1/2%) of the value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total order value.
2. Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account and at the risk of the vendor, without prejudice to its right under (1) above in respect of goods delivered.

7.Contract riders (clauses)

Bid evaluation will be done on Lowest quote basis.

MSE Purchase preference clause:-

1. The jobs under this tender is indivisible in nature. The benefits of public procurement policy (micro or small enterprise -MSE) shall be extended to manufacturers registered for tendered items and not extendable to traders / distributors / sole agent.

2. Tender shall be evaluated on L1 basis.

3.. Since the individual tender item cannot be split or divided, the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of that item, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs.

3. For this tender, all bidders quoting as MSE will be required to submit CA certificate along with MSE registration certificate / document (Not applicable in case of NSIC) to avail the benefits under Public Procurement Policy as per MSMED Act 2006 / Public Procurement Policy order 2012. The CA certificate should be dated after the date of floating of tender and shall be specific to the tender for which the bid is being submitted. Format of the CA certificate is attached with tender for reference.

In case CA certificate is not submitted, bidder shall not be considered as MSE and benefits under Public Procurement Policy as per MSMED Act 2006 / Public Procurement Policy order 2012 shall not be extended to them.

4. All MSEs who are having Udyog Aadhaar Memorandum (UAM) /EM I/ EM II shall not be given benefits available under Public Procurement Policy for MSEs order 2012. They are required to file fresh registration in the new Udyam Registration Portal (<https://udyamregistration.gov.in>) and submit the same in tender for getting MSE purchase preference as per notification no S.O.2119 (E) dated 26/06/2020.

PPP-MII Clause:

Public Procurement (Preference to Make in India) (PPP-MII) (wherever PP-LC is mentioned below in this documents or anywhere in tender to be read as PPP-MII) shall be applicable for this tender as per MoP&G letter no.FP-20013/2/2017-FP-PNG-Part (1) (E-36682) dated 23rd February 2022 as attached herewith tender documents. Any subsequent revision or new guidelines issued, shall be taken into consideration while extending the purchase preference.

As per para 2.5, 4.4 (b) and 4.4 (c) of letter referred in para 1 above, Non-Local supplier shall not be eligible to bid for this tender. Also purchase preference shall be extended to eligible Class-I Local supplier only. Class

II/III local supplier shall not get any purchase preference under PPPMII policy.

Bidder declaring local content less than 20%, their offer shall be rejected and shall not be considered for price bid opening.

The bidder claiming the PPP MII benefit shall be required to furnish an undertaking on bidder's letterhead confirming his meeting the Local Content and this undertaking shall be certified as under:

" Where the total quoted value is less than INR 10 Crore
The LC content shall be self assessed and certified by the authorized signatory of the bidder signing the bid.

" Where the total quoted value is INR 10 Crore or above

- 1) The proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.
- 2) Any one of the partners and an independent Chartered Accountant, not being an employee of the firm, in case of a partnership firm.
- 3) Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per law of the country where bidder is registered, an independent Chartered Accountant, not being an employee of the bidder's organization.

During bidding stage bidder is required to submit declaration as mentioned above and applicable to them in technical bid form.

Please note that for this tender PPPMII as well as MSE purchase, both are applicable. However, based on the documents submitted by the bidder along with technical proposal, either MSE or PPPMII or both, as the case may be applicable, purchase preference shall be extended, subject to meeting the purchase preference criteria and applicability of guidelines. Award of contract shall be done as per procedure for award of contracts mentioned under PPPMII policy in tender documents.

For detailed PPPMII clause refer tender attachment.

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

- k) Any type of price information in Technical Bid/ un-priced bid.
- l) Non submission of Holiday Listing Declaration
- m) Integrity Pact if applicable.

PROCESS FOR RELEASE OF GST AMOUNT SHALL BE AS GIVEN BELOW:

- a) GST amount shall be released only upon reflection of corresponding invoice details in the BPCL GSTR-2B report as made available on the GST portal on or after 14th of the succeeding month.
- b) For invoices received and processed during any month, if the details of invoices are not appearing in the BPCL GSTR-2B then GST amount shall be with-held till such time the same is reflected in BPCL GSTR-2B.
- c) In case invoices details are already appearing in the GSTR-2B at the time of processing the payments then for such cases the GST amount shall not be with-held and 100% payment including GST shall be released.

For engagement of Workers to carry out Jobs awarded under PO or Contract the Bidder is solely responsible for prior understanding of the Process of issuing Entry Passes and vehicle passes. Bidder has to apply online in the Bidder Management System (CMS) for all passes for his contract staff.

Following Mandatory Documents are required for the issue of access card

- " Aadhar Card.
- " All contract staff has to undergo Safety training which will be imparted by our safety dept Free of cost
- " Police verification Certificate.
- " Medical fitness certificate carried out by the certified surgeon
- " Enrolment under ESIC/WC policy as applicable
- " PF enrolment is must. Form 11 is not accepted
- " Personal Bank account details are required for transfer of salary
- " Passport size photograph is to be uploaded in the CMS

Below mention is list of documents required for Vehicle pass entry (RFID*) as follows :-

- " Copy of awarded BPCL PO (Front Page)
- " RC Book of Vehicle.
- " One Time Road Tax payment Documents.
- " Valid Insurance copy.
- " Valid PUC Certificate.
- " 'T' Permit (Taxi Permit)
- " Permanent driving License of Driver.
- " Safety training Certificate.
- " A letter from User Department to issue IDL.

*RFID Of Contract vehicle will be issued by concern user Department.

The Bidder shall be solely responsible and liable for losses arising out of delay and / or non-execution of the Job due to inability to produce mandatory documents required for issuance of Entry Passes to his Workers.

For getting entry inside BPCL Mumbai Refinery it is mandatory for each contract person to have Access Card issued by Employees Relation department as mentioned above. This access card is issued on chargeable basis and charges is nonrefundable. Recovery of this charges shall be done through debit entry from respective Bidder account by BPCL. This charge needs to be considered while submitting bid. BPCL will not make any payment for this in any form and needs to be bear by bidder itself.

" There would be payment of Rs 400/- + GST (Per card, Non-Refundable) for all categories of access card.

" After the expiry of the PO new cards would have to be made, same card cannot be used for a different PO.

" Penalty of Rs 600/- +GST Per card would be levied for reissue of card in case of damage/loss.

8.Other contractual stipulations

1)HOLIDAY LISTING:

The vendors / contractors are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with BPCL in such matters. Also, while participating in the tender and performing the contracts, Contractors are required to meet certain performance criteria and adherence to the terms and conditions of the tender / contract. BPCL shall have the right to remove from the list of approved suppliers / contractors or to ban business dealings, if any agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency.

The guidelines and procedures for Holiday Listing as adopted by BPCL and available separately in BPCL website shall be applicable in the context of all tenders floated and consequently, all Orders / Contracts / Purchase Orders placed, by BPCL. It can be accessed using the following link:
<http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf>

2)NEW STATUTORY LEVIES (taxes and duties):

The taxes, duties, rates, and cess quoted shall be final. New tax, if any, introduced later shall be on BPCL account from the date of bid submission (or extended date, if any) up to contract period. During contractual period, any variation in existing taxes, duties, rates and cess shall be borne by BPCL. Any upward statutory variation in taxes, duties rates and cess (including any new tax) beyond contractual completion date shall be borne by the bidder. However, in case of downward variation, the same shall be passed on to BPCL.

3) CLAUSES FOR LAND BORDER WITH INDIA :

I. Any Bidder from a county which shares a land border with India will be eligible to bid in for this tender (any procurement whether of goods ,services (including consultancy services and non-consultancy services) or works (including turnkey projects)) only if the bidder is registered with the competent authority. Further ,any bidder (including bidder from India) having specified transfer of technology (ToT) arrangement with an entity from a country which shares a land border with India, shall also require to be registered with the same competent authority (For Competent Authority hereafter mentioned anywhere in para related to Land Border clause shall be as per Department of Expenditure O.M. No. 7/10/2021-PPD(1) dated 23rd February, 2023).

II. "Bidder" (including the term 'tenderer', 'consultant', or 'services 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 firm 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 (or entity) from a country which shares a land border with India" for the purpose of this tender means:-

- (a) An entity incorporated, established or registered in such a country; or
- (b) A subsidiary of an entity incorporated, established or registered in such a country; or
- (c) An entity substantially controlled through entities incorporated, established or registered in such a 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. The beneficial owner for the purpose of (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, has a controlling ownership interest or who exercises control through other means.

Explanation-

a. "Controlling ownership interest" means ownership of or 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 more juridical person, 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. [To be inserted in tenders for works contracts, including Turnkey contracts] 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.

VII. The registration shall be valid at the time of submission of bid and at

the time of acceptance of bid.

VIII. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

4) RISK PURCHASE CLAUSE:

Party shall be bound to supply the material according to the specifications given by BPCL. In the event of the party failing to supply, BPCL shall be at liberty to make the purchases from the market at the rates available in the market at that particular time in respect of those items at the risk and expenses of the party. The amount if any spent in excess of the contract rates as also the expenditure of transport, labour & packing materials incurred in respect of such Purchases will be debited to Party account and shall be liable to reimburse the same to BPCL.

B) Supply of the material shall be affected at the premises of BPCL (Refinery) Mahul, As specified by the Company. In case the party supply is rejected and not replaced within stipulated time, BPCL shall be at liberty to purchase or procure the same from other sources at the risk and cost of the party.

5) PACKING:

The material shall be packed in accordance with the rule, in weatherproof, shipment worthy, eco-friendly packing and labeled, indicating clearly the description of the item, hazardous nature if any, precaution and care to be taken.

9.Delivery

Delivery Period:

Delivery 8 weeks from the date of drawing approval. Drawings shall be submitted to the engineer-in-charge for approval within two weeks of award of PO.

Material to be delivered on "Door Delivery" F.O.R. basis at BPCL Mumbai Refinery Warehouse (through Material Gate).

Time is the essence of contract.

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.

To:M/s. BPCL ESTIMATE MUMBAI - 400038 India (300648)

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

Collective RFQ No. : 1000426483

Our Reference:

Due Date : 04.12.2024

RFQ No. : 6001814967

Subject:

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

Purchase Group : N08-RF ELECTRICAL