To,

M/s. BPCL ESTIMATE
MUMBAI . India - 400038.

Ph:,Fax:.

Vendor Code:300648

REQUEST FOR QUOTATION

Collective RFQ Number/ Purchase Group

1000428962 / N02-RF STEQP/GSKT/WLDG

Contact person/Telephone

RANJEET KUMAR/022-25533281

Fax : -

Email:ranjeetkumar@bharatpetroleum.in

Our ref.:

RFQ No/Date: 6001825912 / 28.12.2024

Quotation Due Date/Time:18.01.2025/14:00:00

Material/Services required at:

 ${\tt M/s.}$ BHARAT PETROLEUM CORPN. LTD

MUMBAI REFINERY

MAHUL,

MUMBAI - 400074

India

Subject :- Open Tender for Procurement of "High pressure SS321 S160 Pipe for H2+NACE service " at BPCL Mumbai Refinery.

You are invited to quote online on website gem.gov.in "On-Two-Bid Basis" for the subject Procurement as per the enclosed Tender Documents.

Your quoted rates shall be inclusive of packing and forwarding charges (P&F), freight Charges and all applicable taxes and duties including GST (CGST+SGST / UTGST) / IGST. Please note that submission of this form along with Technical / Un-priced Bid is mandatory. Your rates shall remain firm till completion of work. The applicability of GST (CGST+SGST / UTGST) / IGST as a percentage rate of total quoted price shall be clearly mentioned in this form. If the information is not provided, it will be assumed that GST is not applicable and standard prevailing GST rate shall be applied. No claim for GST (CGST+SGST / UTGST) / IGST will be entertained subsequently. Please note that registration for GST (CGST+SGST / UTGST) / IGST is mandatory for receipt of GST payments from BPCL. In absence of valid registration, your offer will remain invalid and will not be considered for evaluation. In case GST (CGST+SGST / UTGST) / IGST is not applicable, please indicate the same as "Nil" while submitting this form.

GST (CGST+SGST / UTGST) / IGST, if applicable shall be paid after verifying GST (CGST+SGST / UTGST) / IGST Registration no. Invoicing shall be done for the subject job as per approved statutory format for invoice (i.e. invoice should clearly specify billing address of Bidder / Address of service receiver / GST registration nos. of Bidder and service receiver / applicable SAC no. / GST rate applicable / invoice no. / invoice date / etc.

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. Any upward variation in GST rates, beyond the contractual delivery period, shall be to vendor's account. Also, beyond the contractual delivery period date for reasons attributable to Bidder and introduction of any new statutory taxes and

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duties, BPCL mat get benefit, same must be passed on to the owner.

Under any circumstances, any revision on packing and forwarding charges, freight Charges shall not be allowed. Quoted/awarded for P&F, freight charges shall remain fixed during the entire period of contract.

Process for release of GST amount shall be as given below:

- 1) 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.
- 2) 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.
- 3) 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.

VALIDITY: Your quotation shall be valid for period of 120 Days from the Quotation due date.

DEVIATION:

You are requested to have all your queries clarified before bidding. However, if you still have deviations from our RFQ and the attachments (specifications / scope of work / Drawings) etc. please indicate deviations in your offer in the bidding form titled 'DEVIATIONS' attached in the etender giving reference to RFQ clause no/GPC, else their 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 in this attached bidding form of the E-Tender titled 'DEVIATIONS' shall only be considered while evaluating the offer. In case there are no deviations, please submit "NIL DEVIATIONS". Deviations mentioned elsewhere shall not be considered for evaluation.

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.

In case of any technical clarification, please contact BPCL Engineer-in-charge.

1. Mr. Krishnakumar V
 CHIEF MANAGER (CMRO-TAM)
 Tel.no. 222553-4338

Email: krishnakumarv@bharatpetroleum.in

In case of any commercial clarification, please contact.

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1. Mr. Ranjeet Kumar

Procurement Manger (PG-5) CPO MR

Tel No. 022-2552-4285 Mob No. 7506400830

Email: ranjeetkumar@bharatpetroleum.in

Other Purchase Conditions of Contract:-

1. BPCL Mumbai Refinery is an ISO:50001:2018 certified Refinery and is focused on energy efficiency. In line with the same, all Bidders providing services for BPCL Mumbai Refinery should preferably deploy energy efficient equipments such as energy efficient welding machines, LED temporary lighting and temporary window AC of BEE 4-star rating and above for execution of the work.

2. BID REJECTION CRITERIA FOR TENDER:

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

- " Bid Validity
- " Non submission of Holiday Declaration
- " Delivery schedule
- " EMD/ Bid Security
- " Bid Security
- " Security Deposit / Performance Bank Guarantee
- " Scope of Work / Scope of Supply
- " Price Reduction Schedule / Liquidated Damages for delay.
- " Payment Terms
- $^{\tt "}$ Deviation to terms & conditions of RFQ / and its Addendum / Corrigendum if any
- " Presumptions etc. in Price Bid and "terms & conditions of tender".
- " Defects Liability Period
- " Schedule of Rates / Prices
- " Bidder does not quote for any service item in price bid
- " Bidder quote "Zero" for any service item in price bid
- " Non submission of undertaking for PPPMII
- " Any type of price information in Technical Bid/ un-priced bid
- " Non submission of undertaking for TPIA verified documents submission.
- " Non submission of Integrity pact
- 3. In no case the value of the supplied goods shall exceed the awarded value of the contract.
- 4. It is the sole discretion of BPCL to increase/decrease the tendered quantity/items and to award all or some of the quantities/items tendered while placing Purchase order.
- 5. Certificates: All supplies shall carry a certificate declaring that "Material supplied is exactly as per BPCL requirement". Should accompany the supplies when required. Without this your material may not be accepted at our

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warehouse.

6. 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.

QAP & DRAWING APPROVALS IF required:

Bidders to note that the details of technical person for this job is given below. For any technical clarification you may contact them. All technical approvals/ clearance/ clarification post order should be directly marked to them. BPCL shall not be responsible for any delay due to marking of the documents to other than persons mentioned below.

Mr. Krishnakumar V CHIEF MANAGER (CMRO-TAM) Tel.no. 222553-4338

Email: krishnakumarv@bharatpetroleum.in

MSE Purchase preference clause:-

- 1. The jobs under this tender is divisible 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. In this tender, participating MSEs quoting price within the band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than an MSE. Such MSEs shall be allowed to supply at least 25% of total tendered value. In case L1 is not an MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered for 25% order in case of divisible item (or 100% in case order quantity is not divisible), subject to matching the L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. This process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, then the order shall be placed without applying this principle.
- 3. In case of tender item cannot be split or divided, etc. the MSE quoting a price within the band L1+15% may be awarded for full/ complete supply of total tendered value to MSE, considering the spirit of the Policy for enhancing Govt. Procurement from MSEs. Splitting shall be done to provide purchase preference in such a manner so as to arrive at an integer, but in any case, it shall not be less than the allowable purchase preference limit i.e., 25%.
- 4. Within this 25% (Twenty Five Percent) quantity, a purchase preference of four (4) per cent s reserved for MSEs owned by Scheduled Caste (SC) / Scheduled

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Tribe (ST) entrepreneurs and three (3) percent is reserved for MSEs owned by women entrepreneur (if they participate in the tender process and match the L1 price). However, in event of failure of such MSEs to participate in tender process or meet tender requirements and L1 price, four percent sub-target for procurement earmarked for MSEs owned by SC/ST entrepreneurs and three (3) percent earmarked to women entrepreneur will be met from other MSEs.

- 5. MSEs would be treated as owned by SC/ST entrepreneurs:
- a. In case of proprietary MSE, proprietor(s) shall be SC /ST;
- b. In case of partnership MSE, the SC/ ST partners shall be holding at least
 51% (fifty-one percent) shares in the unit;
- c. In case of Private Limited Companies, at least 51% (fifty-one percent) share shall be held by SC/ ST promoters.
- 6. Definitions of MSEs owned by SC/ST is under:
- " In case of proprietorship firm, proprietor must be SC/ST.
- " In case of partnership firm, the SC/ST partners must be holding at least 51% shares in the unit.
- $\mbox{\tt "}$ In case of private limited companies, at least 51% share must be held by SC/ST promoters.

In addition to above, they must submit SC/ST certificate by Authorized office of GOI.

7. 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.

8. 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

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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 may be rejected and may 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.

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.

Note: For getting MSE as well as PPPMII purchase preference, vendor need to submit Factory License for manufacturing of items against which purchase preference has been sought, issued by appropriate authority as per law mandated by Central /State Govt in this regard. If the Factory License is not submitted MSE and PPPMII benefits shall not be extended to vendor.

ONE BID PER BIDDER: -

A Bidder shall submit only one bid in a particular bidding process (unless otherwise allowed in the bid Special Conditions of Contract). In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote. Similar restrictions shall apply to closely related sister Companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders. Sister / Associated / Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director / Partner/ Member/ Owner. A Bidder who submits more than one bid will cause all

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the proposals submitted in the particular bid to be disqualified. In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case may be and will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- a) Individual or proprietorship format and/or
- b) A partnership or association of persons format and/or
- c) A company format

Whereby,

- a) A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- b) A person shall be deemed to have bid in a partnership format or in association of persons Format if he is a partner of the firm which has submitted the bid or is a member of any Association of persons which has submitted a bid.
- c) A person shall be deemed to have bid in a company format if the person holds:
- i) More than 10% of the voting share capital of the company which has submitted a bid,

or

ii) Is a director and / or Key Managerial Personnel of the company which has submitted a bid,

or

iii) Holds more than 10% of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the Bid.

While making a bid pursuant to the Tender Documents, the bidder / tenderer shall submit a declaration that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause. All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security / EMD for all such bids shall be forfeited. In addition to the above, bidders found to be in contravention to the said clause will be liable for Holiday Listing.

Wherever considered necessary reference should be drawn from the applicable Act / Circular and Guidelines issued by the Statutory Bodies.

Arbitration: The Seat of arbitration shall be at Mumbai.

INTEGRITY PACT:

Proforma of Integrity Pact (IP) shall be uploaded by the Bidder/s along with the unpriced bid documents after the same has been duly signed (or digitally signed in case of e-tender) by the same signatory who is authorised to sign the bid documents. All the pages of the Integrity Pact shall be duly signed.

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Bidder's failure to upload the IP duly signed (Digitally) along with bid documents may result in the bid not being considered for further evaluation.

a) For any queries / clarifications on tender technical specifications / commercial points and other terms and conditions of the tender please contact as under:

Mr. Ranjeet Kumar

Procurement Manager (PG-5) CPO, MR

Contact No : +91 22-25524285, +917506400830 Email Id : ranjeetkumar@bharatpetroleum.in

OR

Mr. Amit Salunkhe Procurement Leader, MR

Contact No : +91-22 255332766, +91 9820361303 Email Id : salunkheamits@bharatpetroleum.in

Office Address :

Admin. Bldg. South block, 2nd Floor, BPCL Refinery, Mahul, Mumbai-400 074

Board No : 022 -25533888

- b) Only in case of any complaints not resolved regarding the Tender / Tender Conditions, please contact following Independent External Monitors (IEM) :
- 1. Shri. Ganesh Vishwakarma,

B-247, Asian Games Village

PIN- 110049

Mobile no : 9821399005

Email : ganesh_viswhwakarma@yahoo.com

2. Shri Atanu Purkayastha

D-5, Sector-27, Noida, Uttar Pradesh- 201301

E-mail - dratanu2011@gmail.com

Mobile No. - 9899772227

3. Shri Jagadip Narayan Singh,

C-54, Bharatendu Harischandra Marg

Anand Vihar, New Delhi- 110092

Mobile : 9978405930,

Email: jagadipsingh@yahoo.com

BASIS OF EVALUATION: -

Unless otherwise specified, Order award criteria will be on item wise lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, GST, Freight, Inspection Charges, Supervision of

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Installation & Commissioning and other taxes & levies, loading etc., if any, reduced by Input tax Credits as applicable.

Important Notes:-

- 1) Quoted prices on GeM portal shall be inclusive of GST, packing/forwarding and freight charges (if applicable).
- 2) Buyer specific "Price bid form (BOQ excel format)" has been uploaded on GeM portal. Bidders shall upload signed and stamped copy of this BOQ in Price bid.
- 3) Bidder shall verify that the "Total price including GST quoted on GeM portal" and the "Total of price break-up given in BOQ Excel format" should match.
- 4) Tender shall be evaluated based on the "L1 Price quoted on GeM portal" (Not based on the BOQ submitted).
- 5) Please note that in case of any mismatch between the "quoted price inclusive of GST on GeM portal" and the "Bill of quantity (BOQ) break up (excel/PDF file) submitted by bidder", the quoted price on GeM portal shall prevail and will be treated as final price for further evaluation.
- 6) Bidders are advised to take proper care while submitting price bid on GeM portal and ensure that final price mentioned on GeM portal is inclusive of GST/ packing/forwarding and freight charges. No upward variation of prices will be allowed in any item within BOQ break up submitted in case of any mismatch.

Attachments :-

- 1) General Purchase Condition (GPC)
- 2) Policy for Holiday Listing of Vendors in ${\tt BPCL}$ This shall supersede GCC condition.
- 3) Instruction for Bidder registration/Financial Limit Enhancement
- 4) Format for MSE Certification by CA
- 5) Bill of quantity (BOQ)
- 6) Undertaking for TPIA verified documents submission
- 7) Format for undertaking from TPIA To be submitted by successful bidder after price bid opening.
- 8) PPP-MII clause & undertaking format
- 9) GPC Acknowledgement
- 10) Deviation form
- 11) Holiday Declaration format
- 12) Integrity Pact

Item	Material Description		Qty	Unit Delivery	/ date	Unit Basic Rate (in Figures)
00010	74.36.37.001.5 Pipe SS321 NACE+H2 S1	60 350NB	90.000	m 15.10.	2025	
	SHORT DESCRIPTION MATGRP UOM 14#-SCH 160 SEAMLESS WELD) SS321	PIPE (OR I	: PIPE SS321 : 74 : M EFSW CLASS I			
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To:M/	/s. BPCL ESTIMATE M	UMBAI - 400038	8 India (300648)	
Item	Material Description		Qty	Unit Delivery date	Unit Basic Rate (in Figures)
	Semaless pipe not processes employin radiographed. 2. Solution Anneal for 4 hours) 3. IGC Test - ASTM manufactured.	W Class I pipe acceptable. SS3 g filler metal ing after weldi	with double 321 Class in all pasting + Stabi	le V groove we l#Pipe shall k sses and shall ilization heat ch heat of pla	eld only applicable. De double welded by De be completely Extreatment (9000 C Determine the beautiful the complete by The beautiful the beauti
State	GST % : %	Central GST %	s :	% Integra	ted GST % :
Union	Ter. GST % :	% GST Comp	o. Cess % :	* %	
HSN Co	ode / SAC Code	:			
Billin	ng State	:			
Packin	ng & Forwarding Char	ges :	_ % per ur	it OR	(INR) per unit
Freigh	t Charges	:	_ % per ur	it OR	(INR) per unit
Third	party Inspection ch	arges :	_ % per ur	nit OR	(INR) per unit
Other	charges (if any)	: Please	specify se	parately	
In f	l Total (inclusive o igure: Jords :	f all taxes, du	ties/charg	res etc)	
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To:M/s. BPCL ESTIMATE MUMBAI - 400038 India (300648)

TERMS & CONDITIONS

1.Terms of delivery

Delivery Period :-

The delivery period shall be 7 Months for all the items from the date of issue of Letter of Acceptance (LOA) or PO whichever is earlier.

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.

In all cases vendor shall supply the entire quantity of PO at a time.

Material to be delivered on "Door Delivery" FOR (Freight on road) basis at BPCL Mumbai Refinery Warehouse (through Material Gate).

Ship to address:

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

Contact No's:

Warehouse Receipt Section - + 91 22 2553 3639/3645 / 3646 Warehouse Manager - + 91 22 2553 3643 / 3644 Procurement Dept. - + 91 22 2553 3281.

2.Shipping instructions

NOTE TO TRANSPORTER / DELIVERY MAN:-

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

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 challah with 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.
- "Duplicate copy of Transporter's Excise invoice, if applicable.
- "Packing list of the consignment
- * Only diesel driven vehicles with spark arrestor is allowed to enter inside the Refinery.
- * Three wheeled vehicles shall not be permitted.
- * Trucks bringing in the material shall have provision for sideways opening.
- * Vehicle must have a spare tyre (Stepney).

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.

Usage of 'Advance Shipping notification' package:-

BPCL Mumbai Refinery has implemented an 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 to submit the Shipping information. This shipping information must be sent by the vendors before dispatching the material".

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3.Terms of payment

Payment Terms :-

100% payment shall be made on 30th days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee if applicable.

The payment to the vendor for freight, Packing & forwarding shall be based on receipts produced and limited to the ceiling rates. Ceiling rate shall be the awarded rate for freight, Packing & forwarding for that item.

Break up for freight, Packing & forwarding and GST per UOM line item wise must be given in price bid form. If not received it shall be resumed that offer is inclusive of these components.

The payment will not be processed till the time the Purchase Order / Letter of Acceptance (LOA) is received.

CONFIRMATION OF ORDER: -

The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to BPCL. Else acknowledgement may be submitted vide link, received in email along with work order.

Trade Receivables Discounting System (TReDS) :-

Trade Receivables Discounting System (TReDS is an institutional mechanism set up in order to facilitate discounting of trade receivables of MSMEs from corporate buyers through invoice discounting by multiple financiers. Bharat Petroleum Corporation Limited (BPCL) is registered with TReDS platform of the aggregators M/s. Receivables Exchange of India Ltd (RXIL), M/s Invoice mart and M/s. Mlxchange. The eligible MSME bidders can avail the discounting facility by registering either in one or multiple TReDS platform of the aggregators. It enables the sellers (MSMEs) to discount their invoices through the aggregators to the financiers at competitive rates thus unlocking their working capital swiftly.

<u>PERFORMANCE BANK GUARANTEES (PRG):-</u> This clause shall be applicable only in case the awarded purchase order (PO) value is above Rs. 10 lakhs.

The successful contractor will have to provide a security deposit of 5% of the basic value of contract. Amount received/retained towards this clause will be considered as security deposit.

This PBG may be furnished in the form of Bank Guarantee in the prescribed format as per GPC. The contractor shall have the option to adjust any Earnest Money Deposit- (EMD) if paid by demand draft towards security deposit if he so desires or otherwise if submitted by way of bank guarantee the validity of the

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same to be extended suitably as per work order issued.

In the case of PBG submitted in the form of Bank guarantee, the Bank Guarantee shall be valid and remain in force till the contractual completion period with defect liability period of twelve months and with a claim period of six months thereafter. The Bank Guarantee shall be in the form prescribed.

Vendor will have to provide Performance Bank Guarantee for 5% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid for guarantee period (12 months from the date of commissioning or 18 months from the date of dispatch whichever is Earlier subject to compliance of guarantee/ warranty clause no 13 of GPC), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is as per Annexure-I of GPC.

In case, PBG is not provided by the Vendor, 5% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period.

The Bank guarantee if submitted shall be from any Indian scheduled bank or an international bank of repute having a branch in India or a corresponding banking relationship with an Indian scheduled bank. The security deposit/retention money shall be in Indian Rupee in the case of domestic bidders and in US Dollars/EUROS in the case of foreign bidders.

Process for submitting Bank Guarantee / PBG under SFMS (Structured Financial Messaging System) mode as follows:

Vendor shall insist their bank for issuance of SFMS Bank Guarantee for faster payments. Vendor shall provide BPCL's Bank Account No. & IFSC Code (Details given below) to their Bank as beneficiary at the time of application for Bank Guarantee in favor of BPCL. Issuing Bank shall issue the Bank Guarantee & send SFMS message to BPCL's Bank confirming the authenticity of Bank Guarantee who in turn shall send the confirmation to BPCL. Vendor should ensure the following for issue of E-bank guarantee.

- a. The issuing bank is on SFMS platform.
- b. SFMS Message type used is 760 COV and SFMS Delivery report /Message copy is sent along with original BG.
- c. For BG amendment, message type 767COV is to be used.
- d. SFMS contains following details:
- i. Beneficiary's bank name: ICICI Bank
- ii. IFSC Code : ICIC0000393
- iii. BPCL's Customer ID : BPCL583493800
- e. BG Issuing bank should send the BG issuance advice through SFMS to BPCL's designated banker: ICICI Bank, Backbay Branch, Mumbai (IFSC: ICIC0000393)
- f. BG Issuance advice should mention applicable Unique Identifier Code (UIC)

in row/ field number 7037of SFMS Delivery Report

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

- a. BPCL Location: Kharghar, Navi Mumbai
- b. Head Office: Ballard Estate
- c. UIC: BPCL583493800
- g. The original BG should be submitted along with print out of SFMS Delivery report from the BG Issuing Bank Branch.
- $h.\ \mbox{SFMS}$ BG will help in faster verification of BGs and prompt release of payment to vendors.

Bank Guarantee (BG) should be executed on Nonjudicial stamp paper/E stamp paper of appropriate value as per the Stamp Act. Along with the tender enclosed is a list of prevailing Stamp Duty Charges on Bank Guarantee in all the states for ready reference (Annexure-I).

All vendors are requested that the physical BG should be submitted along with Cover letter and checklist attached as Annexure II and Annexure III.

4. Warranties

Warranties:-

Material if rejected in 'Quality inspection process,' shall be replaced free of cost on F.O.R. BPCL Mumbai Refinery Warehouse basis.

INSPECTION: -

TPI Required

Stage wise inspection shall be by BPCL appointed TPI only. TPI to submit the inspection release note (IRL) and stage inspections/progress directly to BPCL with copy to equipment manufacturer in order to comply with the PNGRB guidelines PNGRB RP01 Dtd 12/07/24."

5.Penalty for breach of contract

LIQUIDATED DAMAGES FOR DELAY:- Refer clause 20 of General Purchase Condition (GPC) i.e. Accept delayed delivery at prices reduced 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. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owner's premises shall be considered for calculation of price reduction for F.O.R (Freight on road) destination contract.

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To:M/s.	BPCL ESTIMATE M	UMBAI - 400038 India (300648	
Important 1	Notice		
Sr.No	Description		
001	Quotation receive	ed after due date will not be e	entertained
002		ust specify exact amount or per ansport, Packing & forwarding, le.	rcentage discount,
003		unable to quote, kindly send thecords. Non-receipt of a regresor rating.	
004	No quotation will signature.	l be accepted without your rubl	ber stamp and
005		ust be strictly in enclosed entitive RFQ No., RFQ No. and due	
006		orrespondences please mention tumber & RFQ Number.	the vendor code
F	Page 16 of 17	Vendor Sign & Stamp	For Bharat Petroleum Corporation Ltd.

Tear off Portion to be pasted on the envelope containing offer				
	Coll	ective RFQ No. : 1000	128962	
Our Reference: RFQ No. : 6001825912 Subject:			Due Date : 18.01.2 Due Time : 14:00:0	
		FROLEUM CORPORATION LT PT .SOUTH BLOCK, 2ND F EMBUR,		
Purchase Group : NO2	-RF STEQP/G	SKT/WLDG		
	T	Vendor Sign & Stamp	For Bharat Petroleum Corporation	
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