

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

TERMS & CONDITIONS

1.Pricing types

Local :

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, basic material cost, packing & forwarding charges (if applicable),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.

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

Vendor shall mention percentage (%) of freight charges (if applicable) in the offer. We shall reimburse the freight charges against submission of original documentary proof and up to the % mentioned in your offer.

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, duties, P&F charges (if applicable), freight (if applicable), corresponding service charges (if applicable) and Input tax credit available to BPCL.

8)All incidental payment till the delivery of the material shall be Bidder's responsibility. No payment shall be made to Third Party for any kind of charges.

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

1. GSTN Number.

2. HSN/SAC Code (complete number)

3. Billing Address (Ex-works location)

4. Applicable GST rate

No deviations will be accepted.

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

2.Deadlines

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

Contract Validity:

The contract shall be valid for a period of 12 months from the date of award of PO. During the contract period, all the rates quoted by contractor shall remain unchanged, irrespective of any variation of market rates; no escalation on any account will be payable by BPCL and the jobs shall be executed as per the given terms & conditions

3.Terms of delivery

REQUIRED ON RUSH BASIS.

Delivery is the essence of contract.
Material is required on rush basis for our plant urgency.

FOR LOCAL SUPPLY:
Material to be delivered on "Door Delivery" basis at our Mumbai RefineryWarehouse (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.

Please note that non-acceptance of PBG clause by vendor may lead to rejection of their offer. No retention will be done for remaining 3% in lieu of non-submission of PBG.

PBG of 3% of total order value and as per our General Purchase conditions (GPC) format, needs to be submitted along with your first invoice to our BPEC Kharghar office.

No advance payment will be made.

All taxes & duties shall be paid as per prevailing rates. Any statutory variations in the present rates of taxes & duties shall be to BPCL account upto Contractual Delivery Date (CDD). Beyond CDD, any increase shall be borne by the seller, whereas any decrease shall be passed on to BPCL.

For Services:

100% on 30th day after successful completion of installation & commissioning and due certification by BPCL Engineer-in-Charge .

In case order value exceeds Rs.10 Lakhs. PBG shall be of 3% of basic order value and to be submitted along with your first invoice to our BPEC setup.

PBG shall be submitted as per the format given in our attached General Contract Conditions (GCC).

No advance payment is permitted as per BPCL conditions.

All taxes & duties shall be paid as per prevailing rates. Any statutory variations in the present rates of taxes & duties shall be to BPCL account upto Contractual Delivery Date (CDD). Beyond CDD, any increase shall be borne by the seller, whereas any decrease shall be passed on to BPCL.

5.Warranties

The complete system shall be guaranteed by the manufacturer for quality of material supplied, workmanship and its trouble free operation including the components for 12 months from the date of commissioning of entire system.

Following jobs are required to be covered under quarterly visit during the warranty period -

- # Visual inspection of Modules and mounting clamps for any broken glass/ discoloration, Mis aligned modules
- # Visual inspection of mounting structures, inspection & tightening of screws and fasteners as needed, Check for rust on structure.
- # Checking and tightening of solar inter connections, Visual inspection of junction boxes and wiring Tightening of any interconnections as needed.
- # Inverters-General Cleaning, Check LCD displays & working of inverters checking & ensuring Remote Monitoring and Log of daily production data.

6.Penalty for breach of contract

A] For Supply part:-

As per our General Purchase Conditions (GPC) attached.

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.

B] For Service part:-

LIQUIDATED DAMAGES FOR DELAY for Service: Refer clause 22 of General Condition of Contract (GCC) i.e. In case the contractor fails to complete the whole work within the stipulated period, he shall be liable to pay liquidated damages of 0.5% of the value of contract per week and / or part thereof of the delay subject to a maximum of 5% of the value of the contract.

GST at the prevailing rate is applicable on "Liquidated Damages" / "Penal Recoveries". This shall be recovered extra from the contractor on the amount of such Liquidated Damages / Penal Recoveries levied as per the contractual terms.

7.Contract riders (clauses)

Bid evaluation criteria:-Please note evaluation of this tender shall be done together on overall lowest quote basis.

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1. Material if rejected shall be replaced free of cost on F.O.R. BPCL Warehouse basis.
2. 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.
3. Subject tender is non-divisible.
4. PURCHASE PREFERENCE TO MICRO AND SMALL ENTERPRISES (MSE) :

Owner reserves its right to allow Public Sector Enterprises (Central/State), Purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.

Owner reserves its right to allow Micro and Small Enterprises (MSEs, MSEs owned by Women Entrepreneurs and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy.

Purchase preference to a MSE and a MSE owned by SC/ST entrepreneurs shall be decided based on the Net Evaluated Price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

Bidders claiming purchase preference as MSE need to submit the following documents:

- a. Self-attested copy of all the pages of the MSE EM-II certificate with UDYAM certificate, issued by the appropriate authorities mentioned in the Public procurement policy ofMSEs-2012 and
- b. Vendors' declaration/affidavit in their Organization/Company Letter Head, stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.
- c. Chartered Accountants (CA) verified certificate copy (as per format attached) or copy of valid NSIC certificate for MSE certificate.

The photocopy of the Valid MSE registration with any notified body specified by ministry of micro, small and medium enterprises should accompany the bid documents. Failing which no price preference will be considered in such cases.