



BHARAT PUMPS & COMPRESSORS LIMITED

(A Government of India Enterprise) NAINI, ALLAHABAD – 211 010
PHONE: 0532 – 2687417 FAX: 0532 – 2687075

Corrigendum 2

Against Annual rate contract enquiry vide Ref. No. 461-1651075-0142
Dated: 21-09-2020 which was due to open on **12-10-2020**. Now due date of
opening of existing tender has been extended up to **22-10-2020**.



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Corrigendum 1

Against Annual rate contract enquiry vide Ref. No. 461-1651075-0142 dated: 21-09-2020, It may please be noted that under TERMS AND CONDITIONS Point No. 1(c) to read as 6 years in place of 4 years.



BHARAT PUMPS & COMPRESSORS LTD

(A Government of India Enterprise)

NAINI, ALLAHABAD – 211010



TENDER NO : 461-1651075-0142

Date:21.09.2020

(TWO BID SYSTEM)

ANNUAL RATE CONTRACT FOR THE SUPPLY OF MUD PUMP EXPENDABLES AND SPARES OF DISCHARGE DAMPNER

Last date and time for receipt of bids	12.10.2020	(13.00 hrs)
Date and time for opening of bids	12.10.2020	(14.30 hrs)
Address for Communication	(PURCHASE DEPARTMENT) BHARAT PUMPS AND COMPRESSORS LIMITED , NAINI , ALLAHABAD PIN : 211010 Ph no :0532-2687269 E-mail ID :pulak@bharatpumps.co.in	

INVITATION FOR BIDS (IFB)

1. Bharat Pumps and Compressors limited, Naini, Allahabad invites sealed bids from eligible bidders for entering into Annual Rate Contract for the supply of Mud Pump expendables & spares of Discharge Dampeners (Liners, Piston complete, Valve Body, Valve Seat, Valve Nut, Valve discs, Diaphragm, Stabilizer plate, Lock washer ,Charging Valve, Pressure Gauge, Gasket Bottom Plate & Repair kit for Hydril Pulsation Dampener etc) as per attached SCHEDULE OF REQUIREMENTS category wise.
2. Interested eligible bidders may submit their bid to the address given below on or before 12.10.2020 at 13.00hrs. Late bids shall be rejected.

(PURCHASE DEPARTMENT)
BHARAT PUMPS AND COMPRESSORS LIMITED ,
NAINI, ALLAHABAD
PIN: 211010
Ph no: 0532-2687269
E-mail ID : pulak@bharatpumps.co.in

3. SEALED TENDERS which will be received on time will be opened in the presence of the bidders' or their authorized representatives on 12.10.2020 at (14.30 hours.) who choose to attend.

4. In the event of any of the above dates being declared as a holiday/closed holiday for the purchaser the bids will be received/opened on the next working day at the appointed time.

TERMS AND CONDITIONS

1. Eligibility criteria for bidders

- a) This invitation for bids is open to all reputed manufacturers/their authorized representatives, who have experience for supply of these items either directly or through any OEM of Mud Pumps to ONGC in the past five years.
- b) The Bidder should be fully aware of OILWELL commodity No of each item (as mentioned in attached schedule of requirement) with respect to Design and Manufacturing standards/requirements.
- c) The bidder should have executed a single Purchase order for 10 % of total qty of each category or 30 % of total qty of each category in a single year during the last 4 years.

The bidder should submit following documents along with the bid to establish their eligibility to bid:-

- i) Copies of un-priced Purchase orders placed by any OEM of Mud Pump or by M/s ONGC and proof of supply of these items to **M/s ONGC** as per clause "C" mentioned above.
- ii) A copy of Manufacturing/Dimensional drawings with Bill of material for each item as per the OILWELL commodity no.
- iii) Documents establishing financial, technical and production capability of the bidder to perform the contract if its bid is accepted.
- iv) In case of a bidder offering to supply goods under the contract which the bidder did not manufacture or otherwise produce, the bidder has been duly authorized by the good's manufacturer or producer to supply the goods in India.

2. Bid prices :

A) The bidder shall indicate on the price schedule the unit price and total bid prices of the goods for all the required items **covered under one category**, failing which such bids are likely to be rejected.

B) Prices basis should be as follows :-

I)For goods offered from within India :-

- a)The price of the goods quoted should be FOR BPCL Naini, basis.
- b) Any sales or other taxes/duties including GST, which will be payable on the goods in India should be indicated separately.
- c) Any element of cost, taxes, duties, levies, etc. not specifically indicated in the bid, shall not be paid by the purchaser.

II)For goods offered from abroad :-

The price of goods shall be quoted FOB port of shipment inclusive of packing & documentation charge for each item. In case packing/documentation charges (if any) not included then it shall be specifically indicated against each purchase order

C) Prices quoted by the bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

3.Evaluation criteria:-

Criteria of evaluation of offer shall be on NETT cost to BPCL basis. Rate contract shall be finalized on techno-commercially acceptable lowest bidder for each category or for all 4 categories in totality. Purchaser's decision in this regard shall be final and binding to the bidder.

4. Period of validity of bids :-

- 4.1 Bids shall remain valid for acceptance for 90 days after the date of bid opening prescribed by the purchaser. A bid valid for a shorter period shall be rejected by the purchaser as non responsive.
- 4.2 In exceptional circumstances, the purchaser may solicit the bidder's consent to an extension of the period of bid validity up to a specified period. A bidder agreeing to the request will not be required nor permitted to modify its price bid.

5.SUBMISSION OF BIDS :-

The Bids should be submitted in sealed envelopes under two-bid system as follows :-

PART A : Technical bid along with un priced commercial bid.

PART B : Price bid

6.TEST AND INSPECTION REQUIREMENTS :-

- 6.1 Material guarantee & compliance certificates are require to be furnished along with supply.
- 6.2 Items are require to be manufactured strictly as per commodity number mentioned against each item as attached list and no deviation shall be permitted.
- 6.3 Foreign bidders to furnish certificate of origin for manufacture of goods duly certified by the Chamber of Commerce of the country of manufacture.
- 6.4 For identification purpose each & every item must be punched or engraved with supplier's identification mark/symbol either at the end of product or any suitable place as deemed fit.
- 6.5 The purchaser and/or its nominated representative(s) shall have the right to inspect and/or to test the goods to confirm their conformity to the contract specification and other technical details incorporated in the contract at no extra cost to the purchaser.
- 6.6 The inspections and tests may be conducted on the premises of the supplier or its sub-contractor(s) at the point of delivery and/or at the goods final destination. If conducted on the premises of the supplier or its sub-contractor(s), all reasonable facilities and assistance, shall be furnished by the supplier to the inspectors at no charge to the purchaser.
- 6.7 Should any inspected or tested goods fail to confirm to the required specifications and standards, the purchaser may reject them and the supplier shall replace the rejected goods free of cost to the purchaser and resubmit the same to the purchaser for conducting the inspections and tests again.

7. PACKING

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during their transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, humid weather and precipitation during transit and open storage. The sizes and weights of the packing cases shall also take into consideration, where application, the available inland mode(s) of transport in India, the remoteness of the goods, final destination and the absence of heavy handling facilities at all points in transit. Further, limitations and/or mandatory instructions, if any, in the weights, volumes and sizes of the packages shall also be taken care of by the supplier.

8. PAYMENT

8.1 For Indigenous source:- 100 % Payment shall be made through irrevocable "Letter of Credit" with 90 days interest free credit from the date of dispatch of material from supplier's works.

8.2 For imported source:- 100 % Payment shall be through irrevocable letter of credit with minimum 90 days interest free credit from the date of bill of lading.

Supplier shall send its claim (with relevant documents, as required) to the appropriate paying authority. Before claiming any payment the supplier shall ensure that all the contractual obligations for claiming that payment have been duly fulfilled.

BIDDERS TO SPECIFICALLY CONFIRM IN THEIR OFFER FOR ACCEPTANCE OF PAYMENT FAILING WHICH THEIR BID MAY NOT BE CONSIDERED FOR EVALUATION/SUITABLY LOADED.

9. LIQUIDATED DAMAGES :-

If the supplier fails to deliver any or all of the goods or perform the services within the time period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidate damages, a sum equivalent to 0.5% (half per cent) of the delivered price of the delayed goods for each week of delay or part thereof up to a maximum deduction of 5% (five per cent) of the order value.

10. RESOLUTION OF DISPUTES

- 10.1 If any dispute or difference of any kind shall arise between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.
- 10.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute and no arbitration in respect of this matter may be commenced unless such notice is given.
- 10.3 Any dispute or difference, in respect of which a notice of intention to commence arbitration has been given shall be finally settled by arbitration. The decision of majority of arbitrators shall be final and binding upon both the parties.
- 10.4 The venue of arbitration shall be the place from where the contract is issued and its jurisdiction shall be courts of Allahabad, India only to deal with and decide any legal matter of dispute whatsoever arising out of this contract.
- 10.5 In the event of any dispute or difference of any kind, whatsoever between parties of contract arising out of or in connection with or touching the contract at any time hereafter the same, unless the decision of some officer/person becomes final on the point, the same shall be referred for adjudication to the sole arbitrator to be nominated by the Chief Executive of M/S Bharat Pumps & Compressors Ltd. Naini Allahabad and the award made by the arbitrator shall be final, conclusive and binding on the parties.

11. APPLICABLE LAW

The contract shall be interpreted in accordance with the laws of India.

12. GENERAL NOTES

- Rate contract shall initially be issued for a period of minimum 1 year from the date of award of rate contract with a provision of extension for another one year on firm & fixed price basis. Further extension beyond 2 years may be considered by BPCL based upon the market trend. **Bidders to confirm acceptance of same.**
- Once the rate contract is issued, BPCL shall be issuing separate Purchase orders for the items and qty required from time to time.
- Delivery required is **8-12 weeks** or earlier against each Purchase Order. Bidders to quote their best delivery schedule.
- Offer shall be submitted in two bid system in two separate sealed envelopes in Hard copies.

