

Ref: BPCL/LOBP/BGB OWS 2016

17.10.16

SUBJECT: SALE OF OWS (OIL WATER SEPARATOR) OIL STORED IN M.S. BARRELS (500 nos) ON AS IS WHERE IS BASIS LYING AT BHARAT PETROLEUM CORPORATION LIMITED LUBE OIL BLENDING PLANT BUDGE BUDGE

We invite your Highest Offer (digitally signed and encrypted) as per the format for disposal of Lubricant OWS (Oil Water Separator) oil slop on as is where is basis from our Budge Budge Lube plant. The address of the Plant is given below:

**M/s Bharat Petroleum Corporation Ltd.,
Budge Budge Lubricant blending Plant
2 Graham Road, Budge Budge Kolkata -7000137**

The rates should be submitted strictly as per the format on our e-procurement site <https://bpclproc.in/>. In the event of any violation, BPCL reserves the right to reject the offer without assigning any reasons thereof. BPCL also reserves the right to cancel the tender at its own discretion.

Your documents pertaining to bid should reach us at the following address along with necessary documents and **EMD of Rs.1,75,000/- (Rupees One Lakh Seventy Five Thousand only) and tender fees of Rs 5750 (non-refundable) in the favor of BHARAT PETROLEUM CORPORATION LIMITED payable at KOLKATA on or before 02.11.2016 at 11:00 Hrs. EMD for the unsuccessful bidders would be returned.** Documents received late after the due date / time shall be rejected even due to postal delay. Price bid opening can be checked online on our e-procurement website. The price bid would be opened after evaluation of the bid documents and would be available online. Parties which are deemed to be no competent with respect to Terms and Conditions mentioned in the document would be disqualified and bids of such parties would not be opened. Parties whose bids would be opened would be intimated separately. Tender should be complete in all respects. Completed tender documents (without rates) should be addressed and sent to:

**Deputy Manager (Engg),
M/s Bharat Petroleum Corporation Ltd.,
Lubricant Plant, 2 Grahams Road, Budge Budge, 24 S Parganas, Kolkata -700137
033-24986467, +919051175805, vineetkashyap@bharatpetroleum.in**

This is a two part bid tender. Commercial bid to be put online and technical bid (consisting of EMD, tender fees, signed and stamped copy of the tender document as a token of acceptance of terms and conditions and the notarized undertaking as detailed below. All transportation, labor, handling of barrels tools, tackles etc would be in scope of bidder

Terms & Conditions:

1. You have to download the tender document from our website www.bharatpetroleum.com , DD for Rs 5750/- (Rupees Five Thousand Seven Hundred and Fifty only) as tender fees per set (non-refundable) in favour of '**Bharat Petroleum Corporation Limited**' payable at KOLKATA should also be attached with the documents. The name of the tenderer should be mentioned on the reverse of the DD.

2. The tender should be filled strictly as per the format and no variation is allowed. Tenders of party not submitted with complete details as required hereunder or not giving details as per format may be rejected by the Corporation.

3. **The notarized copy of certificate** for registration under state **"pollution control board"/Ministry of Environment & Forest, for reprocessing of slop/waste /used lubricant oil/off-spec and contaminated lubricant oil"** must be enclosed. The certificate should be valid for 180 days from the date of opening of tender. Copy of the same should be submitted with the qualification documents

4. **You have to submit an undertaking on a non judicial stamp paper of Rs 100/-, duly notarized (at time of submission of offer) for the following:**

a. About your credentials i.e. Name, Address, Fathers name and Firms name

b. That you have spare capacity available (within your overall quantity permitted by Pollution Control Board / Ministry of Environment & Forest) for processing of quantity under this tender to the tune of quantity of slop oil tendered

c. That you will reprocess (as per and within norms of Pollution Control Board) the above waste / old / contaminated oils (in the said tender) to meet the requirements of their intended applications, within 60 days of upliftment of product, if contract is awarded to you

d. That you understand that these products (in this tender) are lubricant Oil Water Separator slop (mixture of different grade of lubricant oil) stocks and is highly water contaminated

e. That you also understand that these products (in this tender) are not consistent and quality of product/proportion of water is different for each of the 500 barrels

f. That if contract is awarded to you, you will not resell these products (in this tender) in brand name of MAK/Bharat Petroleum Corporation Limited in any form whatsoever.

g. That you have seen the condition of all products (in this tender) and that you will not make any claims for compensation/and stay firm on your offer, in case of leakage / deterioration in quality due to handling / storage from time of this tender up to actual upliftment.

h. The validity of your offer is for 180 days from the date of opening of tender or till completion of upliftment of product whichever is later.

i. That you understand and accept that there would be no downward revision in the rate quoted by you till the entire slop quantity as per BPCL is uplifted

j. That you understand that the quantity of slop (water mixed with oil) in the barrels is approximately 210 LITERS and may be less or more than this by 10-20%.

5. The documents must accompany EMD in the form of Demand Draft from any scheduled bank in favour of Bharat Petroleum Corporation Ltd. payable at KOLKATA for Rs .1,75,000/- (Rupees One Lakh Seventy Five Thousand only) .The EMD shall be refunded after the finalization of the tender only to unsuccessful tenderer. The EMD of the successful tenderer would be held till the job is completed. EMD would be forfeited if any of the tenderer refuses to accept the offer.

6. The inspection of materials would be allowed till the day before close of tender i.e 02.11.2016 Inspection should be done on week days (from Monday to Saturday), except holidays if any during the period from the date of tender publishing to 01.11.2016 between 09-30 am and 05-00 pm with appointment at least one day in advance. Please note that as the total stock is kept in barrels, it would not be feasible to draw and issue sample from each barrel for inspection. Randomly maximum 5 samples (1L each) from different barrels as nominated by the party would be drawn and handed over to the party for inspection. If you wish to inspect the stocks at the Plant, prior intimation should be given to the undersigned. The Location's complete address and the name of contact persons along with Telephone no. is as under.

**M/s Bharat Petroleum Corporation Ltd.,
Budge Budge Lubricant blending Plant
2 Graham Road, Budge Budge Kolkata -7000137
Contact Person : Mr. Vineet Kashyap
Mobile no .. - 033-24986467/9051175805**

7. You would be required to uplift the material strictly on "As is Where is Basis", Ex Plant i.e. **Budge Budge** (transportation to be arranged by you ex Plant) and you need to make payment by Demand draft in advance for the total value of entire tendered quantity as per your quotation including applicable taxes and duties. Loading of barrels including transportation to be arranged by the successful bidder

8. The rate should be Basic price Rs per barrel in case of oils. Taxes (and local levies, if any) would be added extra as applicable. The rates are to be necessarily put on our e-procurement website <https://bpcleproc.in/>. Rates of only those parties who submit the required qualification documents along with the EMD before the tender due date at office address as mentioned within the due date only would be opened for evaluation. The bid of the parties who are rendered as not qualified would not be opened. Decision with respect to qualification of the party would be taken solely by Bharat Petroleum Corporation Limited and would be final

PARTIES ARE ADVISED TO QUOTE BASIC RATE IN THE QUOTATION. EXCISE DUTY, VAT, TCS AND ANY OTHER TAXES OR LEVIES AS APPLICABLE WILL BE CHARGED EXTRA, PRESENTLY FOLLOWING ARE THE DUTIES AND TAXES APPLICABLE ON BASIC COST:

EXCISE DUTY : 14% AS APPLICABLE

VAT: 14.5 % (applicable for supply in WB)

CST: @ 12.5% for supply outside WB

Bank guarantee of differential amount of 10.5% on account of CST would need to be deposited in case CST @2% is quoted

(The above rate may vary in the event of change in rules). IF PARTY'S QUOTE ARE DIFFERENT FROM THIS THEN BPCL WILL CALCULATE BASIC RATE WORKING FROM THE APPLICABLE TAXES & DUTIES AND PARTY'S QUOTES WILL BE COMPARED. Highest bidder to be decided on the basis of basic rates

9. Payment would be required to be deposited 5 days in advance from the date of upliftment through DD from any of the scheduled bank payable at Kolkata, in favor of **Bharat Petroleum Corporation Limited**. and you need to make payment for the entire quantity in advance

10. The Rate should be valid for minimum of 180 days from the due date or completion of upliftment as certified by BPCL whichever is later.

11. All the terms and conditions as specified from time to time by BPCL will apply.

12. Submission of quotation by the tenderer shall mean that, the tenderer has inspected the facilities/materials available for disposal at the site and fully satisfied himself regarding the condition, sizes, quantity, accuracy numerically and/or dimensionally etc. of the items available for sale. Loading & transportation would be on the tenderer's account.

13. The quantities shown are only approximate. The actual quantities available at site will be delivered to the successful tenderer at the rates quoted by him. No claim will be entertained for variation in the quantities mentioned in the tender. Once material is inspected by the tenderer, the same shall be lifted by the successful tenderer, with no material left over and with no complaint on account of quality of the material.

14. The contract shall be awarded to H1 (Highest Quote) party

15. The successful party shall be required to uplift the material within one month after intimation, failing which the EMD shall be forfeited.

16. The party would be required to submit an undertaking (**Annexure B**) as per the format enclosed on a non judicial stamp paper of Rs 100/-, duly notarized

17. HSSE guidelines of the location to be adhered to while taking samples and also upliftment. No person would be allowed to enter location without proper safety shoes and helmets. Further, all guidelines for the location including permits need to be adhered. The location is inside Kolkata Port Trust area. All necessary permits for entering the area along with vehicle permits to be arranged by the bidder

18. In case of any dispute the decision of the Location In-Charge / Undersigned, shall be final and would be binding for execution.

19. Vehicles with loading capacity 12MT or less would be allowed to enter the location for uplifting barrels. Party to inspect the area before deploying vehicles to ensure no problem including turning radius etc

20. Customer creation for successful party would be done. Statutory documents for the same would need to be submitted for the same

21. You are required to sign this tender document along with Annexures on all pages with rubber stamp and submit same as token of acceptance of tender terms.

Consortium bidding is not allowed

22. All the participating parties would need to get themselves registered on our e-tendering site <https://bpcleproc.in/> for participating in the tendering process. Arrangement of necessary digital signature certificate and encryption certificate would be in the scope of the participating party.

23. Parties who submit necessary documents as per this tender document along with the declaration in the format as given in the annexure would be considered for the opening of the price bid. Decision of Bharat Petroleum Corporation Limited would be final and binding for arriving at the technically qualified parties

24. Placement of order on the H1 party is sole prerogative Bharat Petroleum Corporation Limited (BPCL) and BPCL would be in its right to cancel the tender at any point of the process.

25. In case of any further clarification you may contact at the aforesaid address on any working day between 10.00 am and 05.00 pm.

Thanking You

Yours faithfully,

For Bharat Petroleum Corporation Ltd.

Plant Manager(Lube Oil Blending Plant)

Budge Budge,

Kolkata

Following documents are essential for technical bid qualification

1. EMD as per details mentioned in the document
2. Tender fees as per details mentioned in the document
3. Notarized copy of pollution board certificate for reprocessing of slop/waste /used lubricant oil/off-spec and contaminated lubricant oil
4. Notarized undertaking as detailed in the tender document above
5. VAT/CST registration certificate
6. Signed copy of the tender document as a token of acceptance of terms and conditions

ANEXURE A	SCHEDULE OF MATERIALS	
Sr. No.	Material	Qty
1	OIL WATER SEPARATOR SLOP	500 BARRELS

ANNEXURE B

UNDERTAKING

I/We -----have entered into Letter of Intent ----- dated ----- with M/s Bharat Petroleum Corporation Limited to procure OWS contaminated slop on as-is-where-is basis from ----- depot / installation located at -----

I/We ----- understand that these products are highly water contaminated stocks which and are not fit to be used for their intended applications as such. It was also explained to me/us that these products are contaminated.

In view of the above, I/we ----- give the following undertaking:-

- 1 That I/We have spare capacity available (within your overall quantity permitted by Pollution Control Board / Ministry of Environment & Forest) for processing of quantity under this tender to the tune of quantity of slop oil tendered
- 2 That I/We will reprocess (as per and within norms of Pollution Control Board) the above slop oils (in the said tender) to meet the requirements of their intended applications, within 60 days of upliftment of product, if contract is awarded to me/us
- 3 That I/We understand that these products (in this tender) are lubricant slop (mixture of different grade of lubricant oil) stocks
- 4 That I/We also understand that these products (in this tender) are highly water contaminated.
- 5 That if contract is awarded to us, I/We will not resell these products (in this tender) in brand name of MAK/Bharat Petroleum Corporation Limited in any form whatsoever.
- 6 That I/We have seen the condition of all products (in this tender) and that you will not make any claims for compensation/and stay firm on your offer subsequent to the placement of order
- 7 That I/We understand that the slop oil is stored in barrels of 210 liters capacity in the location and during upliftment, the barrels and are to be uplifted by us at completely our cost.
- 8 That I/We understand that the quality parameters are different in each of the barrels and the product content in each of these barrels is completely different and contaminated with water
9. The validity of our offer is for 180 days from the date of opening of tender or till completion of upliftment of product whichever is later.

10. That I/We understand and accept that there would be no downward revision in the rate quoted by us till the entire slop quantity as per BPCL is uplifted

11. That I/We understand that the total quantity of slop lubricant oil as indicated in the tender is approximate and actual quantity may be less than the tendered quantity. In such a situation, the balance amount would be returned back to you after the completion of billing for the entire lot.

12. That I/We accept and understand that only the quantity and category of oil as demarcated and kept separately only would be issued to us in case of emerging as successful party

13. That I/We accept that the evaluation of the documents submitted as qualification criteria would be done solely by BPCL and their decision would be final and binding with respect to disqualification

Verification :

I/we ----- son/wife of -----do hereby verify that the contents of above Undertaking are true and correct to the best of my knowledge. Nothing material has been concealed therein and no part of it is false.
I, Solemnly affirmed at -----this-----day of -----20--.

BEFORE ME :

Notary Public/Judicial Magistrate :

DEPONENT/S