



Tender No: 1000311657 Dated 10th August 2018 System ID 44324

TENDER FOR SUPPLY OF AROUND 329 CRORE LITRES OF ANHYDROUS ETHANOL AT OMC LOCATIONS FOR THE PERIOD FROM 01.12.2018 TO 30.11.2019

Special Purchase Conditions

- 1) INDIAN OIL CORPORATION LIMITED (IOCL), BHARAT PETROLEUM CORPORATION LIMITED (BPCL), HINDUSTAN PETROLEUM CORPORATION LIMITED (HPCL), Public Sector Enterprises, invite online bids from **Indigenous manufacturer** meeting IS 15464:2004 specifications, detailed in **Annexure-I**, of Anhydrous Denatured Ethanol to various Depots/ Terminals of IOCL/ BPCL/ HPCL across the country for the period from **01/12/2018 to 30/11/2019**. IOCL, BPCL & HPCL shall be referred as OMCs-Oil Marketing Companies in this tender document.
- 2) Central Procurement Organization (Marketing) Bharat Petroleum Corporation Limited; on behalf of PSE OMCs, intends to procure Indigenous Anhydrous Ethanol conforming to specification IS 15464:2004 as detailed in the tender. Ethanol is to be supplied through Tank Truck on delivered basis to the Oil Company Depots/ Terminals as mentioned in the tender document. The bidders can quote for full or part quantity against requirement in the tender.

CATEGORY	IOC	BPC	HPC	TOTAL
Ethanol manufactured from B Heavy Molasses/Sugar Cane Juice/Damaged Food Grains*	320184 KL	164577 KL	173760 KL	658522 KL
Ethanol manufactured from C Heavy Molasses	1280739 KL	658308 KL	695040 KL	2634086 KL

* Damaged food grains such as broken rice, wheat etc. which are unfit for Human consumption.

The detailed location wise requirement is given in the tender document enclosed as **Annexure II**.



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3) Bid Qualification Criteria:

Established Indigenous Manufacturer :

The bidder must be an **Indigenous Manufacturer of Anhydrous Ethanol** such as Sugar Mills with Ethanol plants, Standalone distilleries producing Ethanol, Distilleries producing Ethanol from damaged food grains such as broken rice, wheat etc. unfit for human consumption, complying with specifications as per IS 15464:2004. To this effect, bidders need to submit an online declaration, mandatorily, as per **Annexure III**.

Valid Licenses/Certificates/Documents :

The bidders should have valid licenses, as are required, issued by statutory bodies, for manufacture of Indigenous Anhydrous Denatured Ethanol complying with specifications as per IS 15464:2004 in India, as on the bid submission date. The bidders who are in the process of setting up distilleries/ Ethanol plants for producing Anhydrous Denatured Ethanol should have applied to Statutory Bodies for establishment and operation and such bidders must submit copy of 'Applied For' statutory Certificates/documentary proofs along with the bid.

To this effect, minimum Two valid licenses /'Applied For' documents out of the list given in the below table, valid as on date of submission of the bid, are to be mandatorily submitted/uploaded online along with bid in e-tendering system, **failing which the bid will be rejected.**

Bidders holding valid licenses, should clearly key in the validity date in technical form of bid in the e-tendering portal.

SR.NO.	LICENCES/CERTIFCATES/DOCUMENTS
1	Factories License
2	PESO (Petroleum and Explosives Safety Organization) License
3	Consent to Operate Certificate issued by 'Pollution Control Board'
4	License issued by State Excise (PD-II/IEM/Form-I, License No. 20 or equivalent)



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Bidders who wish to quote with effect from Dec'2018 must necessarily be in possession of any of the above two certificates /documents/licenses.

Bidders who wish to quote with effect from March 2019/June2019/Sept'2019 must either submit any two of the above two certificates /documents/licenses or 'Applied For' statutory Certificates/documentary proofs along with the bid.The 'Applied For' documents should have acknowledgment of statutory authorities to whom it was applied to.

- a. **For Bidders uploading copies of valid licenses:** Third Party Inspection Agency (TPIA) certification will be required for such documents/ licenses, out of the four licenses mentioned in table above, which are renewable every year like Pollution Control Certificate, PESO License etc. These documents should be duly verified by independent TPIAs. Bidder shall engage only those TPIAs which are accredited under "**NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A**" in Quality Council of India's (QCI's) National Accreditation Board for Certification Bodies (NABCB) website **as on the date** of verification of documents (TPIAs must hold validity of accreditation). The details can be sought from the website:

http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php

As a proof of above requirement, a valid certificate stating that the TPIA is accredited under "**NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A**" in QCI's NABCB website, should also be uploaded by the bidder.

- b. **For Bidders uploading : Applied For" document copies of licenses :All the documents should be necessarily be verified by TPIAs.**

All charges of the TPIAs for attestations and verification of documents shall be borne by the Bidder.

Bidder must upload the TPIA verification certificate duly signed & stamped by Authorized signatory of TPIA at the time of submission of bids. This certificate must state that 'all the required documents have been verified physically.' Bids where Documents, Certificates and licenses are uploaded without TPIA certification, as required above, will be rejected.

It should be noted that during actual period of supply, it'll be the Supplier's responsibility that all statutory licenses as required are valid.



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4) EARNEST MONEY DEPOSIT (EMD):

All the bidders who intend to participate in this tender will be required to submit an interest free Earnest Money Deposit vide a Demand Draft-DD (by the way of crossed A/c Payee) drawn on nationalized bank for an amount of rupees Two Lakhs in favour of BHARAT PETROLEUM CORPORATION LTD payable at MUMBAI.

Apart from DD, EMD in the form of Bank guarantee shall be acceptable for this tender. Bank Guarantee (BG) issued by any Scheduled Bank approved by Reserve Bank of India (RBI) as per proforma attached as **Annexure IV** will be acceptable. The BG shall be valid up to 30.11.2019. Claim period should be six months from the last date of BG validity.

Along with BG, Bidder needs to submit an additional letter which will be obtained from the issuing bank on its letterhead. The banks letter should be addressed to BPCL & should contain the same BG reference which shall be enclosed along with the letter. This letter must be submitted in original only (Copy of this letter will not be accepted).

Bidders who wish to submit EMD as BG should submit the above mentioned letter from the bank & BG, in a sealed envelope before the due date of the tender.

Bidder has to submit separate EMD for each of the distilleries quoted.

EMD should be submitted in physical form, in original, in a sealed cover, boldly super-scribed on the outer cover.

- Tender Number
- Item Name
- Closing date / Time
- Name of the tenderer

Physical Instruments (DD/ BG) should be sent to below mentioned address and dropped in the tender box on / before the due date and time mentioned in the tender.

K/A: Mrs. Poornima Mittal /Mr. Gunjan Omprakash Bhiwal
Central Procurement Organization,
Bharat Petroleum Corporation Limited,
A- Installation, Sewree Fort Road,
Sewree East, Mumbai 400015.



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BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc. Cheques, cash, Money Orders, Fixed deposit Receipts etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD. Bid (s) received without the EMD is liable to be rejected. Copy of the EMD Document should also be uploaded in the EMD section of the tender.

Exemption From Earnest Money Deposit: Micro and Small Enterprises(MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises for the item mentioned in the tender. Vendor has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit and copy of the document has to be sent to above mentioned address and dropped in the tender box on / before the due date and time mentioned in the tender.

Bidders registered and submitting certificate of Medium enterprises shall not be exempted from submission of EMD.

MSE bidder must also submit an online declaration that all the supplies of ethanol should be from MSE certified unit only.

EMD is liable to be forfeited (over & above the holiday listing as per the extant policy) in the event of:

- i. Vendors withdraw or alter their bid during the bid validity period
- ii. Non-acceptance of Letter of Intent (LOI) / Letter of Award (LOA)/ Purchase Order (PO), if and when placed.
- iii. Non-payment of Performance Bank Guarantee amount against LOI/ LOA/Purchase Order within the stipulated period mentioned in the tender.

5) **GENERAL INSTRUCTIONS FOR E TENDERING** are enclosed as Annexure –V

6) INSTRUCTION FOR FILLING PRICE BID

- a. Bidders to note that there are Two Price Bids and bidders can quote in either or both price bids.



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- b. Price bid 01 has the administered price as **Rs. 43.46** per litre for Ethanol derived from C Heavy Molasses, inline with MOPNG communication dated 31.07.2018.
- c. Price bid 02 has the administered price as **Rs. 47.13** per litre for Ethanol derived from B Heavy Molasses, Sugar Cane Juice in line with MOPNG communication dated 31.07.2018 and for damaged food grains such as broken rice, wheat etc. which are unfit for human consumption, in line with Price fixed by OMCs.
- d. Bidders to select the location(s) and offer their quantity for the selected location(s). Bidders cannot offer quantity more than the requirement for that location. The total/combined quantity offered by the bidder in Price Bid 01 and Price Bid 02 shall not exceed their total licensed capacity.
- e. Administered rate for ethanol is fixed as mentioned above for all locations. In case of revision of Administered price of Ethanol by Govt. of India (GOI) for the Sugar Year 2018-19, date for implementation of the same will be in line with such notification issued by GOI. The revision in administered price of ethanol manufactured from damaged food grains such as broken rice, wheat etc. which are unfit for human consumption shall be in line with the revision in price of ethanol manufactured from B Heavy Molasses.
- f. Bidders who are in the process of obtaining the Statutory Approval for the sugar mill/distillery can participate in the tender by uploading the documents which have been submitted for statutory approvals, as mentioned in Bid Qualification Criteria, as mentioned in point 2 above. However, bidders must specify in the price bid the month starting from which they wish to commence supplies of Ethanol. Bidders shall be allowed to quote for the period starting from December 2019 or March 2019 or June 2019 or September 2019. Provision for selection of the period of commencement of supplies is available in the dropdown menu in the price bid format.
- g. Bidders need to enter the following in the price bid 01 and price bid 02 form
- HSN code for Ethanol
 - Address of Bidder's Distillery/ Sugar factory
 - Distillery / Sugar factory State
 - Quantity offered in Kilo Liters (KL)
 - One way distance in KM from sugar factory/distillery/ethanol plant to OMC location.
 - Goods and Service Tax



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h. The following **transportation rates** shall be applicable for this tender

Distance : One way in KM	Rate in Rs/KL
0 to 75	150
>75 to 200	230
>200 to 400	570
>400 to 600	750
>600 to 800	910
>800 to 1000	1180
>1000	1500

The distance keyed in by the bidder cannot be altered post opening of the tender and the evaluation shall be done based on the distance entered in the price bid.

- i. **Goods and Service Tax (GST) in %:** Evaluation will be carried out by considering the GST % quoted by the bidder in price bid form. However Percentage rate indicated by the bidder should be of HSN code of Denatured Anhydrous Ethanol and any mismatch in the quoted percentage and GST rates as per HSN code will be summarily rejected.
- j. Delivered cost will be total of **6.b, 6h & 6.i** for Price Bid 01 & **6.c, 6h & 6.i** for Price Bid 02.
- k. In case of revision to Administered price of Ethanol by Govt. of India, effective date for implementation of new Administered price of Ethanol will be either the date of Press Information Bureau(PIB) release or as mentioned in PIB Note or as advised by Govt. of India to OMCs.
- l. Bidders shall ensure that aggregate of quantity quoted in Price Bid 01 and price bid 02 should not exceed their total licensed capacity. Accordingly, bidders need to agree to the following online declaration:
*"I/we confirm that the total quantity offered at one or more locations from a particular distillery/Sugar Factory does not exceed the licensed capacity of that distillery/Sugar Factory. I also confirm that aggregate of quantity being offered by me/us in Price Bid 01 and price bid 02 of this cycle is within my licensed capacity.
Further, I/we understand that if it is found that I/we have offered excess quantity than the licensed capacity of that distillery/Sugar Factory, then my/our declaration shall be treated as submission of a False document and appropriate action as per tender conditions would be initiated by OMCs."*



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In the states where Industries (Development & Regulation) Act (IDR) act is being implemented or will be implemented at future date, all the conditions mentioned by state government have to be complied by the successful bidders.

All the terms and conditions are applicable for both the Price Bids i.e.01 and 02, individually.

7) PROVISIONS TO QUOTE

- a. Provision to quote for multiple OMC locations from single Distillery:**
if a supplier wants to supply to one or more OMC locations as a single bidder, each location will be required to be matched with only one of his distillery (one to one attachment). In that case single bid including EMD, IP Documents & Declarations can be submitted. However, for each location distance needs to be entered from their supplying distillery to the OMC location. In case the bidder changes the supplying distillery for any OMC location, during the pendency of the contract, the offered transportation slab rate or the slab rates applicable as per the actual distance, whichever is lower of the two, will be considered. Justification for such changes in the supplying distillery will have to be submitted and OMCs at their discretion may consider the change in the supplying distillery. All additional charges/ taxes/ levies to be borne by suppliers.
- b. Provision to quote for OMC location(s) from multiple Distilleries:**
A bidder can quote for more than one OMC location. In case a bidder wishes to quote from multiple distilleries for one or more OMC location then bidder shall be required to submit separate bids (including EMD) for each distillery.

8) EVALUATION / ORDER AWARD CRITERIA:

- a. Price Bids 01 and 02 will be evaluated separately on location wise lowest delivered cost basis. There will not be any interchange of quantities quoted by the bidder in Price Bid 01 and Price Bid 02.



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- b.** The contract / order for supply of Ethanol shall be awarded on location wise lowest delivered cost basis as calculated above in point no. 6.j.
- c.** If in case there are multiple L1s for any location, the allocation shall be made based on the ratio of their offered quantity in case cumulative offered quantity is more than required quantity.
- d.** After allocating quantities to L1 bidders for each location, if full requirement for the location is not met; L2 bidders offered quantity will be accepted. This process will be repeated for L3....Ln bidders (till location's requirement is met). In any case, location's requirement will not be exceeded.
- 9) After allocation of the quantities in the first round of the cycle/tender, second round of the tender shall be floated to technically qualified bidders to meet the unmet requirement of locations. The quantities allocated in the first round of the cycle tender shall be informed to the technically qualified bidders before floating of the second round. Second round will remain open for three days for submission of bids. Declaration as mentioned in point no 6.l. will have to be agreed for second round of price bid also.
- 10) Qualified bidders will be allowed to quote in either or both price bids in round two, subject to the total of quantities allocated in the first round and quantities being offered in the second round shall not exceed the licensed capacity of the distillery.
- Bidders to note that after allocation of quantities post round two, unmet quantities, if any of a location under price bid 01 shall be met by excess quantity quoted under price bid 02 of that location and vice-versa.
- 11) All references to BPCL in the "General Purchase Conditions" should be read as BPCL/HPCL/IOCL.
- 12) Pre-Bid Meeting:** You may please send your queries if any, on /or before 18/08/2018 @ 17:00 HRS at gunjanomprakash@bharatpetroleum.in & mittalp@bharatpetroleum.in; No queries through e-mail will be entertained after this date.



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The dates and other details of pre-bid Meeting are as under:

SL NO	DATE & TIME	LOCATION	VENUE
1	20/08/2018 @ 11:00 hrs	Mumbai	Indian Oil Corporation Limited , C-33, G-Block Indian Oil Bhavan, Bandra Kurla Complex, Mumbai- 400051 (Land mark : Oppo.One BKC)
2	21/08/2018 @ 11:00 hrs	Delhi	Ground Floor Conference Hall, Scope Minar Complex, Laxmi Nagar Delhi – 110092

13) Bid closing date: Your online bid along with EMD should be submitted on or before the due date of this tender i.e. at **31.08.2018 @ 14:00 hrs. IST.**

Bids submitted after the due date and time of closing of tender or not in the prescribed format are liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bid due to connectivity problem No claims on this account shall be entertained.

14) ORDER FULFILLMENT PROCESS:

After the evaluations & recommendations, the individual oil companies will be taking their own approvals for signing of Supply Contracts, placement of orders & further activities pertaining to order placement & post order placement will be dealt by individual oil companies IOCL / BPCL / HPCL.

In case of BPCL, Call-offs will be made by BPCL Regional Retail Logistics offices.

15) DELIVERY PERIOD:

The successful vendor, within 15 days of placement of LOI/LOA shall deposit Bank Guarantee or Demand draft and signed **Agreement-V**. If the Supplier does not submit BG and/ or signed Agreement within specified period of 15 days, his LOI/ LOA may be treated as cancelled and his EMD may be forfeited and holiday listing provision may apply.



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Timely delivery by the vendor as per the delivery schedule is the essence of contract. Monthly procurement plan based on pro-rata requirement subject to seasonal variation & Tank Truck capacity will be provided along with Purchase Order.

The delivery should commence within 30 days from the date of Letter of Acceptance or 10 days from date of PO; whichever is earlier (if PO is placed).

The supplier will make the supplies as per the indents / schedule placed by the purchaser. The supplier shall strictly adhere to the supply schedule and achieve supply performance of a minimum of 75% of the quantity per month and minimum of 90% of the quantity on quarterly basis for which Price Reduction Clause will not be applicable. However, if the vendor is not achieving 75% of the supplies for a particular month and/ or minimum of 90% of the quantity on quarterly basis; Price Reduction Clause will be applicable. Price Reduction Clause will be applicable, where shortfall in supply (undelivered quantity for the month/quarter as the case may be) is higher in the above two cases.

Monthly Indents Alteration by OMC :OMCs reserve the right to alter the prorated monthly procurement indents for a PO for the location (by increasing or decreasing) with 15 days advance notice to the supplier, based on mutual consent.

There may be situations at any OMC location like closing or downsizing of Petrol operations or any other eventuality due to major projects / safety or non-availability/ exhaustion of Permits/ exhaustion of licensed quantity etc. The concerned OMC, with minimum 15 Days' notice may offer in writing to the Bidder alternate location(s) where the remaining PO quantity (part or full) can be shifted. The transfer will be at new location rate and if there is a transportation rate already established for the Supplier at the alternate location, the transportation rate for the alternate location will be offered or else Transportation slab rate as per actual distance for new location will be offered. All other taxes/ charges will be as per the new location. The acceptance of new location for delivery of full or part balance PO quantity will be Supplier's discretion, which the Supplier should communicate in writing to the OMC. In case of acceptance by the Supplier, the procurement period will start from 10 days of issuance of Change PO or receipt of first load at the new OMC location, whichever is earlier. The prorated monthly indent will be same as for original PO.

In case of mutually agreed Indent Alteration, the revised indents would be considered for "Price Reduction" clause.



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Monthly Indents Alteration sought by Supplier

Alteration of Indent sought by a Supplier within a quarter:

The Supplier can also request the OMC location in writing with minimum 15 days' notice for rescheduling of his monthly indents for quarterly period (while maintaining the same quarterly prorated indent) due to unforeseen situations of temporary nature arising out of day-to-day operating activities or any other pressing issues faced by the Supplier; mentioning clearly the problem faced by him. The OMC location at its discretion may accept in writing to the Supplier, rescheduling of indents for the quarter proposed by the Supplier.

In case of any alteration of monthly indents (for quarterly period) by mutual consent on supplier's request, the monthly revised indent (higher or lower) would be considered for Price Reduction clause. This option can be exercised by the Supplier once during the Quarter for a PO for a location i.e. the monthly indents for a quarter only can be revised while maintaining the quarterly indent i.e. if quarterly prorated indent is 300 KL; the monthly alteration within a quarter must add to 300 KL.

Supplier willing to supply higher than monthly prorated indent for early completion of PO:

Supplier can request OMC location with 15 days advance notice, for supply of higher than monthly prorated indent for next month for early completion of PO quantity; acceptance of the request will be at OMC location's discretion.

In case of multiple Vendors seeking revision (increase) in indents at a location for the next month, the revision of indents by the location will normally be in proportion of PO quantity; subject to meeting the Location's Requirement/ capacity of unloading. The Supply or Pay Clause will be reckoned as per the revised indent. The prorata monthly indents as given along with PO will, however, be effective for forthcoming months till contracted quantity is exhausted. This option can be exercised multiple times during the Procurement Period.

In such a case the quarterly revised indent (on supplier for a location & for a PO) may even become higher than prorated quarterly indent (this will enable the supplier early completion of PO quantity with location's consent).



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Receipt of quantity higher than monthly indent (original or revised) dispatched by the Supplier, will be at OMC location's discretion.

If min. 90% of PO quantity by a Supplier for a location is supplied before completion of "Procurement Period", no further indents will be placed on the Supplier; the Supplier can, however, supply balance 10% quantity with mutual consent.

16) REWARDING OF HIGH PERFORMANCE ETHANOL SUPPLIERS

OMCs intend to receive full PO quantity and hence will give "Star" rating to suppliers for supply of quantity higher than 90% of PO quantity (with location's consent).

OMCs are developing a suitable non-financial reward system for recognizing good Ethanol Suppliers who consistently supply indented quantity and achieve very high level of indent materialization.

The Reward System may include issuance of a suitable "Appreciation Certificate", Categorization of rewarded suppliers for suitable priority treatment for unloading during subsequent tenders etc. The Reward system is currently under development and shall be intimated to all Suppliers once the Tender is finalized.

17) PRICE REDUCTION CLAUSE

The Supply or Pay clause shall be applicable as the Price reduction clause. The modalities shall be as under:

As mentioned under "Delivery Period", the Location shall place monthly indents / schedule for supplies of ethanol by the Suppliers for the contract period and will be given to the vendor along with the Purchase order (PO). The supplier shall strictly adhere to the supply schedule and achieve supply performance of a minimum of 75% of the quantity per month and achieve supply performance of a minimum of 90% of the quantity on quarterly basis, for which Price Reduction Clause will not be applicable.

However, if the vendor is not achieving 75% of the supplies for a particular month and also minimum of 90% of the quantity on quarterly basis; Price Reduction Clause will be applicable where shortfall in supply is higher in the above two cases.



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Price reduction clause will be calculated as below.

Beginning of the first quarter will be calculated as 30 days from date of issue of LOI/LOA or days from the date of issue of PO or date of reporting of first load, whichever is earlier. If the beginning of the first quarter does not fall on the first day of the calendar month, prorated indent for the balance period of that month would be considered. The following 2 months will complete the quarter.

Quarter no 2, 3... upto the second last qtr of the contract period would consists of three consecutive calendar months thereafter.

There may not be full quarter remaining towards end of Procurement period. The part quarter can be 2 months or 1 month. For the part quarter of two months supplier has to achieve minimum of 75% of the prorated monthly indent and minimum of 90% of the prorated quantity for that part quarter will be considered for Price Reduction Clause. If the part quarter is a one month then supplier has to achieve 90% of the indented quantity.

An amount equivalent to 5% of the Delivered Cost shall be payable by the supplier for the undelivered quantity (75 % of Indented quantity less supplied quantity on month to month basis and / or 90 % of Indented quantity less supplied quantity in the quarter, whichever is higher) and these shall be deducted from the payment due to the vendors and/ or by encashing security deposit.

18) SECURITY DEPOSIT:

- a.** The successful vendor, within 15 days of placement of Letter of Acceptance (LOA)/ Letter of Intent (LOI) by respective OMCs shall deposit Bank Guarantee (BG) or Demand draft towards Security Deposit for an amount equivalent to 5% of LOA/LOI value, valid for entire supply period. The validity of BG shall be until 30th Nov 2019 with an additional claim period of six months.
- b.** The vendors will have an option to submit either one BG of full amount for the supply period or multiple BGs each of value one fourth or one third or half or full amount (depending on the date of commencement of supplies by the vendor) of the amount equivalent



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to 5% of LOA/LOI value for entire supply period with an additional claim period of six months.

Illustrations: If the vendor is supplying for full year then he can either submit one BG of full amount or can divide the same in four BGs of equal prorated amount. If he is intending to supply for nine months, i.e. with effect from March 2019 then he can either submit one BG of full value or three BGs of equal prorated amount for the value of nine months.

- c. The BG pertaining to respective quarter i.e. Dec'18-Feb'19, Mar'19-May'19, June'19-Aug'2019, Sept'19-Nov'19 shall be returned on successful completion of supply of quantity of such quarter, after reconciliation of accounts or completion of the claim period whichever is earliest after adjusting the dues, if any, provided party has submitted multiple BGs.
- d. BG will be returned after reconciliation of accounts or completion of the claim period whichever is earlier after adjusting dues, if any.
- e. Security deposit in the form of BG or DD should be submitted by all bidders at the time of issuance of LOI/LOA (post allocation of quantities, LOI/LOA will be issued by respective OMCs at the earliest) including those who have opted for deferred commencement of their supplies i.e. with effect from March 2019, June 2019 or Sept 2019.

In case of BG, Bidder needs to submit an additional letter which will be obtained from the issuing bank on its letterhead. The banks letter should be addressed to respective OMC & should contain the same BG reference which shall be enclosed along with the letter. This letter must be submitted in original only (Copy of this letter will not be accepted).

PO will be issued after submission of the above documents.

Proforma of Performance Bank Guarantee is enclosed in General Purchase Condition (GPC), which is enclosed as **Annexure-VI**



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Vendor also needs to submit agreement (draft template of agreement is enclosed as **Annexure VII**) with BG.

19) PAYMENT TERMS:

100% Payment shall be made within 21 days after receipt of material at our sites & submission of Original Invoice(s).

OMCs shall pay the rate fixed for ethanol derived from B heavy molasses/sugarcane juice/ damaged food grain route only after a suitable mechanism is established to differentiate the ethanol derived from B heavy molasses/sugarcane juice/damaged food grain and C heavy molasses route is provided by Department of Food and Public Distribution (DFPD) jointly with MoP&NG. The mechanism shall be informed to all bidders at the time of placement of LOI/LOA.

In case the vendor fails to submit documentary proof as per mechanism as mentioned above for Ethanol derived from B heavy molasses/sugarcane juice/damaged food grain, then the following action will be initiated against the supplier:

- Holiday listing for a period as per Clause no.9 in the table as mentioned in point 4.2.12 of Holiday listing policy as mentioned in General Purchase Conditions)
- Invoking of the Bank Guarantee submitted by the vendor.

20) INTEGRITY PACT:

Vendor shall also have to essentially sign an Integrity Pact (IP) for participating in this tender.

Proforma of Integrity Pact (IP) of IOCL, BPCL, HPCL has been uploaded as integrity pact (IP) form in technical bid form section. Bidder shall be required to download and print it such that it is legible. All pages of the printed copy of IP should be duly signed by the authorized signatory and stamped all the pages, with two witnesses name, address & signature and place & date. Thereafter, that copy should be scanned and uploaded by



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bidder along with other bid documents. This document is essential and binding.

The salient points to be noted in regard to IP are:

- If the vendor has been disqualified from the EOI/ tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL/IOCL/HPCL shall be entitled to demand and recover from vendor, Price reduction amount by forfeiting the EMD/Performance Guarantee as per provisions of the Integrity Pact.
- If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity pact, BPCL/IOCL/HPCL shall be entitled to demand and recover from vendor, Price reduction amount by forfeiting the Performance Guarantee amount as per provisions of the Integrity Pact.
- Vendor may raise disputes/complaints, if any, with the nominated Independent External Monitor.
- Bidders may raise disputes/ complaints, if any, with the nominated Independent External Monitor whose name/ address/ contact numbers are as given below

NAME & ADDRESS OF BPCL REPRESENTATIVE

Name of Procuring Officer- PO	Poornima Mittal	To be contacted for:
PO's email ID	mittalp@bharatpetroleum.in	All Other Clarifications/ Details Regarding This Tender
PO's Office Address	BPCL, Central Procurement Organization (Mktg), A-Installation, Sewree-Fort Road, Sewree (E), Mumbai - 400 015,	
PO's Contact Number	022-2417 6507; +919821431147	



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NAME & ADDRESS OF INDEPENDENT EXTERNAL MONITORS:

Name of IEM	Shri. Vikram Srivastava	Shri. S.S.N. Moorthy	Shri. Shantanu Consul	To be contacted for: COMPLAINTS ONLY
E-Mail Id	vikramsrivastava1973@gmail.com	ssnm1950@yahoo.com	shantanu.consul@gmail.com	
IEM's Address	E-202, Second Floor, Greater Kailash Part 2, New Delhi - 110048	GFQ, Ist Floor, B. Block, Summit Apts. Mettupalayam Road, Coimbatore - 641 043	No.9MCHS (IAS Officers Colony), 16th Main, 5th C Cross, BTM 2nd stage, Bangalore - 560 076	
4. IEM's Mobile No.	9810642323	9500998610	9740069318	

IEM details of IOCL and HPCL will be provided in the Purchase Order. The responsibility of IEMs of BPCL will be from period starting from publishing of tender to award of contract for IOCL, BPCL and HPCL and post award contract for BPCL only. The responsibility of IEMs of IOCL & HPCL will come in to effect only after placement of contracts by IOCL & HPCL.

21) HOLIDAY LISTING:

Bidder's who do not honour the Letter of Intent/ Fax of Award / Letter of Award / Contract / Purchase order after the same is issued by OMCs may be put on Holiday List for a period of one year.

22) ANTECEDENTS CERTIFICATE:

Supplier/ Vendors shall engage only such TT (Tank Trucks) crew whose Antecedents has been verified and certificate issued by Police. This will be verified by locations for entry of Ethanol TT crew into OMC location. In case any discrepancy is observed in the vehicle and /Or its documents presented to OMC's during the currency of the contract, following penal action shall be taken .



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S. No.	Particular	Action
1.	Has indulged in malpractices such as wrong calibration, alteration of standard fitting etc. of the vehicle	1 year holiday listing of vehicle
2.	Has submitted fake, false or forged documents / certificates for vehicle	1 year holiday listing of vehicle

- 23) The quantities given in the tender are only indicative. OMCs reserves the right to change the Quantity requirement for any of the location based on the prevailing situation during currency of the contract.
- 24) In case on verification, if it is found that higher distance in KM has been indicated by bidder in the price bids, leading to higher transportation rate being paid to the bidder, then in such cases recovery of the excess amount, if any will be made with a penal interest @ 2% plus MCLR (Margin cost based lending rate). In case it is found that lower distance in KM has been indicated by the bidder in the price bids then the OMC's would continue to pay the rates as determined based on the original quote by the bidder.
- 25) The distance may be considered as per Route advised by Excise Dept. If Excise Dept. does not mention the KMs in their Route and gives only main landmarks on the Route; then shortest motorable distance between Landmarks may be considered. In other cases, shortest motorable distance may be considered. The verification of distances will be carried out by OMC's using Google Maps or Physical verification from out gate of the distillery to the in gate of nearest OMC location.
- 26) **OUTSTANDING DUES TO OIL COMPANIES:** All outstanding payments to OMCs with respect to past tenders/EOIs have to be settled by the vendor / recovered by OMCs from the amount payable or by encashing BG unless the matter is sub-judice.



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- 27) The vendors who are on the holiday list of BPCL and/ or IOCL and/ or HPCL and/ or MOP&NG and/ or any other OIL PSE will not be considered.
- 28) The bidder is expected to examine all instructions, forms, attachments, terms and specifications in the tender document. The entire tender document together with all its attachments/amendments thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender documents in every respect will be at bidder risk and may result in the rejection of his bid. The bidder scope of supplies as specified in the material requisition shall be in strict compliance with the scope detailed therein and in the bid document.
- 29) **Grievance Redressal Mechanism:** Bharat Petroleum Corporation Limited (BPCL) has developed the Grievance Redressal Mechanism to deal with references/ grievances, if any, that is received from bidders who participated / intends to participate in the tender. The details of the same are available on our website www.bharatpetroleum.in

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/Port Trusts inter say and also between CPSEs and Government departments/organizations (excluding disputes concerning railways, income tax, customs and excise departments*), such dispute or difference shall be taken up by either party for its resolution through Administrative Mechanism for Resolution of CPSEs Dispute (AMRCD) as mentioned in DPEOM number four (1)/2013-DPE(GM)/FTS-1835, dated 22.05.2018.

*The exclusion will also include disputes concerning GST, State Level Sales Tax/VAT etc. though not mentioned explicitly.

- 30) **QUERIES AND CLARIFICATIONS:** Any query or clarification with regard to this tender may please be referred to below address & phone nos. on any working day during office working hours:



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Ch. Manager Procurement/ Sr.Manager Procurement
Central Procurement Organisation (Mktg)
Bharat Petroleum Corporation Ltd,
'A' Installation, Sewree Fort Road, Sewree (East),
Mumbai - 400 015.

Phone: 91-22-24176507 /9821431147/ 24176416/8696906824

Fax : 91-22-24117878

E Mail : mittalp@bharatpetroleum.in;
gunjanomprakash@bharatpetroleum.in

- 31) **GOVERNING LAWS:** The laws of Union of India shall govern all matters concerning the tender. Any issue arising related to the tender or the selection process shall be adjudged by the courts in Mumbai, India alone.
- 32) BPCL/IOCL/HPCL reserves the right to accept or reject, any or all bids received at its absolute discretion without assigning any reason whatsoever.

33) DOCUMENT NEEDED TO BE SUBMITTED IN PHYSICAL FORM BY

THE DUE DATE: EMD of Rs two lacs or documents for exemption from EMD submitted as per EMD clause.

- 34) It shall be understood that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.

For any clarification on e-tendering / training / uploading of document on e-procurement site, please contact our service provider M/s ETL on below numbers.

Mr.Harshal Sapkale: Tele Phone: 02224176419/6351896636, E-mail: mumbai.support@eptl.in

Mr. Aditya Dave : Mobile no : 6351896637, Email : aditya@eptl.in

M/s. ETL Help Desk No. : 07940270573, Email: support@bpclproc.in



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TENDER FOR SUPPLY OF AROUND 329 CRORE LITRES OF ANHYDROUS ETHANOL AT OMC LOCATIONS FOR THE PERIOD FROM 01.12.2018 TO 30.11.2019

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

Mr. Gunjan Omprakash Bhiwal, Sr.Manager Procurement, CPO (Mktg.),
CONTACT NO: 91-22-24176416, 8696906824
EMAIL: gunjanomprakash@bharatpetroleum.in

OR

Mrs. Poornima Mittal, Ch. Manager, CPO (Mktg.)
CONTACT NO: 91-22-24176507, 9821431147
EMAIL: mittalp@bharatpetroleum.in



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ANNEXURE- I

SPECIFICATIONS FOR ANHYDROUS ETHANOL

INDUSTRY SPECIFICATIONS OF DENATURED ANHYDROUS ETHANOL BASED ON IS 15464:2004 and revision from BIS from time to time

Characteristics	Industry TENDER Specification	Methods of Test, Refer to Annex of IS 15464 : 2004
Relative density at 15.6cC / 15.6cC max.	0.7956	A
Ethanol content % by volume at 15.6cC / 15.6cC min.	99.6	B
Miscibility with water	Miscible	C
Alkalinity	Nil	D
Acidity (as CH ₃ COOH), mg/l, Max.	30	D
Residue on evaporation, percent by mass, Max.	0.005	E
Aldehyde content (as CH ₃ CHO) mg / l , Max	60	F
Copper , mg/kg,Max	0.1	G
Conductivity , μ s/m,Max	300	H
Methyl alcohol , mg/litre , Max	300	J
Appearance	Clear & bright and free from suspended matter	Visual

B) DENATURANTS:

The denaturant should be added with Ethanol in suitable dosage as per IS: 4117 in line with IS-15464 and as per prescribed Excise regulation from time to time conforming to the automotive fuel requirements. Denaturants may be considered



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as a part of Ethanol and component of the fuel. Ethanol should not have more than 0.4% max impurities including permitted denaturants. These denaturants should not have detrimental effect on specification and stability of Motor Gasoline.

Some of the Prohibited denaturants for Ethanol that cannot be used are Pyroles, Methanol, Turpentine, Ketones, Tar, Benzene, Organo-metallic compounds.

3. The denaturants should be pre mixed at Ethanol manufacturer end before transporting the Ethanol to Oil Company premises. The name and dosage of the denaturants used should be clearly mentioned on the delivery documents duly endorsed by State Excise Authorities where ever state excise control exists, or otherwise by the authorized person in the distillery.



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ANNEXURE-II

Quantities Required

OMCs Ethanol(B Heavy Molasses/Sugar Cane Juice/Damaged Food Grains) requirement from 01.12.2018 TO 30.11.2019

Sr.No.	State	Location	Total requirement in (KL)
1	Punjab	Bhatinda	6176
		Jullundur	11046
		Sangrur	5523
		Lalru	2106
2	Haryana	Ambala	4243
		Panipat	8130
		Rewari	8690
		Bahadurgadh	4464
3	Delhi	Piyala	1774
		Bijwasan / Shakurbasti	14710
4	Rajasthan	Tikrikalan	5338
		DELHI TERMINAL	6220
		Ajmer/ Durai	3960
		Chittorgarh	4686
		Jaipur/ Sanganer/Mohanpur/Asalpur/Jobner	10788
		Jodhpur/ Salawas	8027
5	Uttar Pradesh	Bharatpur	2855
		Kota	1800
		Allahabad	2934
		Ambabai/ Karari/Jhansi	2003
		Baitalpur	6466
		Gonda	4143
		Kanpur/ Panki	11960
		Lucknow/ Amousi	9208
		Mughalsarai	11958
		Aonla / Bareilli	6174
		Banthra	2412
Tundla/Agra	1394		
Najibabad	6708		



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		Partapur/ Merrut	6590
		Mathura	11152
6	Uttarakhand	Lalkuan/Haldwani	1360
		Roorkee	4226
7	Himachal Pradesh	Una	2000
		Nalagarh	200
8	Bihar	Barauni	9311
		Patna	7358
		Raxual	709
		Muzaffarpur	2900
9	Jharkhand	Jasidih	3089
		Bokaro	3240
		Khunti	4179
10	Odisha	Jatni/ Cuttack/Bubaneswar	6359
		Paradeep	5700
		Somnathpur/Balasore	3370
		Jharsuguda	3260
11	West Bengal	Haldia	2812
		New Malda	1770
		Rajbandh/Durgapur	5690
		Siliguri/ Rangapani	3260
		Mourigram/ Budge -Budge/kolkatta	9704
12	Gujarat	Hazira	10703
		Kandla	2287
		Dumad/ Koyali/ Nandesary/vadodara	8359
		Bareja/ Navegaon	6901
		Sidhpur	2353
		Palanpur	3600
13	Chhattisgarh	Raipur (CUT)/ Lakholi	11709
		Korba	3302
14	Madhya Pradesh	Bhitoni/Jabalpur	7142
		Gwalior/ Rairu	3048
		Indore/ Mangalia	10751
		Nishatpura/ Bakania	1960
		Ratlam	3029
		Itarsi / Dehri	1623
		Jayant/singrauli	388
		Bina	1042
		Sagar	2282
15	Goa	Goa/ Vasco	4514
16	Maharashtra	Akola/ Gaigaon	7557



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		Akolner	2576
		Khapri/ Borkhedi/Nagpur	5320
		Loni / Pune	16880
		Manmad / Panewadi	14138
		Miraj/ Hazarwadi	7895
		Pakni/ Solapur	6586
		Shirud/ Dhule	494
		Tadali/ Chandrapur	1766
		Vashi	8592
		Wadala/ Sewree	11508
17	Andhra Pradesh	Cuddapah	2112
		Chittoor	2816
		Guntakal	785
		Ongole	1837
		Rajamundry	4163
		Gooty	1020
		Vijaywada/Kondapally	9589
		Vizag	7491
18	Telangana	Ghatkesar/ Cherlapalli/secunderabad	24453
		Suryapeth/ Warangal	2232
		Ramagundam	3208
19	Karnataka	Bijapur	2067
		Desur /Belgaum	4235
		Gulberga/Nandur	3069
		Hassan	8822
		Mangalore	7352
		Mysore	4654
		Navlur/Hubli	3939
		Bangalore/Dkn	21579
20	Kerala	Feroke/ Kozhikode	5406
		Kochi/Irumpanam	33232
21	Tamil Nadu	Irugur/Coimbatore	11440
		Shankari	8945
		Trichy	7120
		Chennai/Ennore/tondiarpeth	13836
		Tirunelveli	3387
		Karur	10098
		Kappalur/ Madurai	7196
	ALL INDIA TOTAL	TOTAL	658522

Total no. of locations : 108



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Quantities Required

OMCs Ethanol(C Heavy Molasses) requirement from 01.12.2018 TO 30.11.2019

Sr.No.	State	Location	Total requirement in (KL)
1	Punjab	Bhatinda	24703
		Jullundur	44184
		Sangrur	22091
		Lalru	8423
2	Haryana	Ambala	16972
		Panipat	32520
		Rewari	34758
		Bahadurgadh	17856
		Piyala	7097
3	Delhi	Bijwasan / Shakurbasti	58841
		Tikrikalan	21353
		DELHI TERMINAL	24880
4	Rajasthan	Ajmer/ Durai	15840
		Chittorgarh	18746
		Jaipur/ Sanganer/Mohanpur/Asalpur/Jobner	43151
		Jodhpur/ Salawas	32108
		Bharatpur	11418
		Kota	7200
		Allahabad	11737
5	Uttar Pradesh	Ambabai/ Karari/Jhansi	8012
		Baitalpur	25862
		Gonda	16571
		Kanpur/ Panki	47838
		Lucknow/ Amousi	36832
		Mughalsarai	47832
		Aonla / Bareilli	24698
		Banthra	9648
		Tundla/Agra	5577



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		Najibabad	26834
		Partapur/ Merrut	26360
		Mathura	44610
6	Uttarakhand	Lalkuan/Haldwani	5440
		Roorkee	16904
7	Himachal Pradesh	Una	8000
		Nalagarh	800
8	Bihar	Barauni	37244
		Patna	29434
		Raxual	2836
		Muzaffarpur	11600
9	Jharkhand	Jasidih	12358
		Bokaro	12960
		Khunti	16715
10	Odisha	Jatni/ Cuttack/Bubaneswar	25435
		Paradeep	22798
		Somnathpur/Balasore	13479
		Jharsuguda	13040
11	West Bengal	Haldia	11246
		New Malda	7078
		Rajbandh/Durgapur	22759
		Siliguri/ Rangapani	13041
		Mourigram/ Budge -Budge/kolkatta	38818
12	Gujarat	Hazira	42813
		Kandla	9148
		Dumad/ Koyali/ Nandesary/vadodara	33438
		Bareja/ Navegaon	27605
		Sidhpur	9413
		Palanpur	14400
13	Chhattisgarh	Raipur (CUT)/ Lakholi	46838
		Korba	13206
14	Madhya Pradesh	Bhitoni/Jabalpur	28566
		Gwalior/ Rairu	12194
		Indore/ Mangalia	43002
		Nishatpura/ Bakania	7840
		Ratlam	12115
		Itarsi / Dehri	6490
		Jayant/singrauli	1554
		Bina	4168
		Sagar	9126
15	Goa	Goa/ Vasco	18058



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16	Maharashtra	Akola/ Gaigaon	30229
		Akolner	10304
		Khapri/ Borkhedi/Nagpur	21280
		Loni / Pune	67521
		Manmad / Panewadi	56553
		Miraj/ Hazarwadi	31579
		Pakni/ Solapur	26342
		Shirud/ Dhule	1974
		Tadali/ Chandrapur	7063
		Vashi	34368
		Wadala/ Sewree	46032
17	Andhra Pradesh	Cuddapah	8448
		Chittoor	11263
		Guntakal	3140
		Ongole	7350
		Rajamundry	16654
		Gothy	4081
		Vijaywada/Kondapally	38357
Vizag	29962		
18	Telangana	Ghatkesar/ Cherlapalli/secunderabad	97811
		Suryapeth/ Warangal	8928
		Ramagundam	12832
19	Karnataka	Bijapur	8268
		Desur /Belgaum	16940
		Gulberga/Nandur	12277
		Hassan	35290
		Mangalore	29407
		Mysore	18614
		Navlur/Hubli	15756
Bangalore/Dkn	86318		
20	Kerala	Feroke/ Kozhikode	21622
		Kochi/Irumpanam	132930
21	Tamil Nadu	Irugur/Coimbatore	45761
		Shankari	35780
		Trichy	28479
		Chennai/Ennore/tondiarpet	55342
		Tirunelveli	13546
		Karur	40392
		Kappalur/ Madurai	28782
	ALL INDIA TOTAL	TOTAL	2634086



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Annexure III

Affidavit cum Indemnity Bond

(Bidder must agree to online declaration as per following format in respect of production of denatured anhydrous ethanol by the bidder)

1. For Tender no. 1000311657, I/We confirm that I/ We are/shall be meeting all the qualification criteria for production/ manufacturing of Ethanol as required under said Tender.
2. That I/ We is/ are/shall be producing Ethanol from nonfood feed stock from B Heavy molasses/C Heavy Molasses/Sugar Cane juice/damaged food grains such as broken rice, wheat etc. which are unfit for human consumption.
3. I/ We confirm that the sources of feed stock/ raw materials are/shall be indigenous and no imported Feed stock / Raw materials/ intermediate stock used for manufacturing Ethanol.
4. I/ We is/am/ are/shall be holding all the required statutory approvals/ certificates/ licenses/documents etc. and shall continue to hold the same during the contract period and shall also obtain and hold any additional approvals/ certificates/ licenses which may be required by any statutory authority during the contract period.
5. I/ We is/am/ shall at all times follow and abide by all central and state rule regulations and shall be solely liable for any violation or non-compliance of any of the above requirements.
6. I/ We shall indemnify and hold harmless Oil Marketing Companies (IOC/HPC/BPC), their officers, directors, employees etc. against of and from any and all claim, damages, penalty, liability, losses, demands, action, suits etc. arising out of non-compliance of any of the above requirement.
7. I/ We do hereby agree that in case of the non-compliance of any of the above requirements, Oil Marketing Companies shall be free take any action including but not limited to the termination of contract and such decision of Oil Marketing Companies shall be final and binding on us.
8. I/We confirm that we shall be able to supply Ethanol to OMCs from the beginning of the month as quoted in price bid 01/02.



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ANNEXURE –IV

PROFORMA OF BANK GUARANTEE
(On non-judicial paper of appropriate value)
FOR EARNEST MONEY DEPOSIT

To
Bharat Petroleum Corporation Ltd.

Dear Sirs,
M/s. _____ have taken
tender for the work _____ CRFQ No/PO
No _____ for Bharat Petroleum
Corporation Ltd.

The tender Conditions of Contract provide that the Contractor shall pay a sum of
Rs. _____
(Rupees _____) as earnest
money/security deposit in the form therein mentioned. The form of payment of
earnest money/security deposit includes guarantee executed by Scheduled Bank,
undertaking full responsibility to indemnify Bharat Petroleum Corporation Ltd. in
case of default.

The said _____ have approached us
and at their request and in consideration of the premises
we _____ havi
ng our office at _____ have agreed to give such guarantee as hereinafter
mentioned.

1. We _____
_____ hereby undertake and agree with you that if default shall be made by
M/s. _____ in performing any of the
terms and conditions of the tender or in payment of any money payable to Bharat
Petroleum Corporation Ltd. We shall on demand pay to you in such matter as to
you may direct the said amount of Rupees
_____ only or such portion thereof not
exceeding the said sum as you may from time to time require.

2. You will have the full liberty without reference to us and without effecting this
guarantee postpones for any time or from time to time the exercise of any of the
powers and rights conferred on you under the contract with the said
_____ and to enforce or to for bear from endorsing any power of rights



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or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.

3. Your right to recover the said sum of Rs. _____ (Rupees _____) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s. _____ and/or that any dispute or disputes are pending before any officer, tribunal or court.

4. The guarantee herein contained shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution or insolvency of the said _____ but shall in all respects and for all purposes be binding operative units payment of all money due to you in respect of such liabilities is paid.

5. Our liability under this guarantee is restricted to Rupees _____ Our guarantees shall remain in force until _____ unless a suit or action to enforce a claim under _____ Guarantee is filed against us within six months from _____ (which is date of expiry of guarantee) all our rights under the said guarantee shall be forfeited and shall be relieved and discharged from all liabilities there under.

6. We have power to issue this guarantee in your favour under Memorandum and Articles of Association and the undersigned has full power to do under the Power of Attorney dated _____ granted to him by the Bank.

Yours faithfully

_____ Bank by its Constituted Attorney
Signature of a person duly authorized to sign on behalf of the bank.



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ANNEXURE-V

General Instructions to vendors for e-tendering

Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpcleproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpcleproc.in>.

For registration on the e-tender site <https://bpcleproc.in>, you can be guided by the "Instructions to Vendors" available under the download section of the homepage of the website. As the first step, bidder shall have to click the "Register" link and fill in the requisite information in the "Bidder Registration Form". Kindly remember your e-mail id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform us by mail to the vendor administrator vendoradmin@bpcleproc.in with a copy to support@bpcleproc.in for approval. Once approved, bidders can login in to the system as and when required.

As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**

In case any vendor so desires, he may contact our e-procurement service provider M/s. E-Procurement Technologies Ltd., Ahmedabad (Contact no. Tel: +91 7940270573-74, 07940016840, mail id: info@abcprocure.com) for obtaining the digital signature certificate.



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ANNEXURE -VI

General Purchase Conditions

The following conditions shall be applicable for all procurement unless specifically mentioned in the Special Purchase Conditions.

I N D E X

1. DEFINITIONS
2. REFERENCE FOR DOCUMENTATION
3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER
4. LANGUAGE OF BID
5. PRICE
6. TAXES AND DUTIES
7. INSPECTION
8. SHIPPING
9. INDIAN AGENT COMMISSION
10. ORDER AWARD / EVALUATION CRITERIA
11. CONFIRMATION OF ORDER
12. PAYMENT TERMS
13. GUARANTEE/WARRANTY
14. PERFORMANCE BANK GUARANTEE
15. PACKING & MARKING
16. DELIVERY
17. UNLOADING AND STACKING
18. TRANSIT INSURANCE
19. VALIDITY OF OFFER
20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE
21. RISK PURCHASE CLAUSE
22. FORCE MAJEURE CLAUSE
23. ARBITRATION CLAUSE
24. INTEGRITY PACT (IP)
25. RECOVERY OF SUMS DUE
26. CONFIDENTIALITY OF TECHNICAL INFORMATION
27. PATENTS & ROYALTIES
28. LIABILITY CLAUSE
29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT
30. COMPLIANCE OF REGULATIONS
31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT
32. NON-WAIVER
33. NEW & UNUSED MATERIAL
34. PURCHASE PREFERENCE CLAUSE
35. CANCELLATION



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36. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION
37. ASSIGNMENT
38. GOVERNING LAW
39. AMENDMENT
40. NOTICES
41. POLICY ON HOLIDAY LISTING
42. ORDER OF PRECEDENCE FOR PURCHASES
43. TERMINATION FOR CONVENIENCE



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GENERAL PURCHASE CONDITIONS

1. DEFINITIONS:

The following expressions used in these terms and conditions and in the purchase order shall have the meaning indicated against each of these:

- 1.1. **OWNER:** Owner means Bharat Petroleum Corporation Limited (a Government of India enterprise), a Company incorporated in India having its registered office at Bharat Bhavan, 4 & 6 Currimbhoy Road, Ballard Estate, Mumbai 400038 and shall include its successors and assigns (hereafter called BPCL as a short form).
- 1.2. **VENDOR:** Vendor means the person, firm or the Company/ Corporation to whom this Request for quotation (RFQ)/purchase order is issued and shall include its successors and assigns.
- 1.3. **INSPECTOR:** Person/ agency deputed by BPCL for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications..
- 1.4. **GOODS/ MATERIALS:** means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.
- 1.5. **SITE/ LOCATION:** means any Site where BHARAT PETROLEUM CORPORATION LIMITED desires to receive materials any where in India as mentioned in RFQ.
- 1.6. **"RATE CONTRACT"** means the agreement for supply of goods/ materials between Owner and Vendor, for a fixed period of time (i.e till validity of Rate Contract, with no commitment of contractual quantity) on mutually agreed terms and conditions. The actual supply of goods/ materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.
- 1.7. **"FIRM PROCUREMENT"** means the agreement between the parties for mutually agreed terms and conditions with commitment of Quantity Ordered.

2. REFERENCE FOR DOCUMENTATION:

- 2.1. The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract / Purchase Order.
- 2.2. After finalization of Contract / Purchase Order: The number and date of Rate Contract/ Purchase Order must appear on all correspondence, drawings, invoices,



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dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.

2.3. In the case of imports, the relevant particulars of the import Licence shall be duly indicated in the invoice and shipping documents as well as on the packages or consignments.

3. **RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:**

The right to accept the tender will rest with the Owner.

4. **LANGUAGE:**

The Bid and all supporting documentation and all correspondence whatsoever exchanged by Vendor and Owner, shall be in English language only.

5. **PRICE:**

Unless otherwise agreed to the terms of the RFQ, price shall be: Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items.

6. **TAXES AND DUTIES:**

All vendors shall have VAT / CST/GST/Service tax registration in the concerned State and vendor shall quote their TIN number in the quotation.

6.1. **EXCISE DUTY:**

6.1.1. Excise duty extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of excise duty applicable at present. Any upward variation in excise duty rates, beyond the contractual delivery period, shall be to vendor's account.

6.1.2. In case Excise Duty is not applicable at present: Excise duty due to change in turn over is not payable. If applicable in future, the same will be borne by vendor.

6.1.3. Owner shall take CENVAT Credit on the material supplied for both excise duty and cess component and accordingly Excise duty / Cess should be quoted separately wherever applicable.

Vendor shall ask the transporter of the goods to hand over the copy of excise invoice (transporter's copy) at the time of delivery of goods at owner's site.

6.2. **SALES TAX/ VAT/GST:**



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6.2.1. Sales Tax as applicable at the time of delivery within scheduled delivery period will be payable by BPCL. Vendor shall give details of local sales tax and/ or central sales tax currently applicable in their offer. The rates applicable for "CST without form C", "CST with form C" and "VAT" shall be clearly indicated.

6.2.2. Input VAT Credit may be claimed by BPCL, wherever applicable. Vendor shall submit the TAX invoice.

6.3 SERVICE TAX: All vendors shall have service tax registration wherever applicable. BPCL may also claim CENVAT Credit on service tax. The vendor should quote service tax separately, if applicable. Vendor shall submit the TAX invoice. Vendor is required to furnish serially numbered and signed invoice / bill / challan containing the following details:

- Name, address and registration number of the service provider
- Name and address of person receiving taxable service
- Description, classification and value of taxable service provided
- Service Tax Payable

6.4 FREIGHT AND OCTROI:

6.4.1 Freight: Firm freight charges to be quoted as indicated in the Tender documents. Freight shall be payable after receipt of the Material(s) at the site, unless otherwise specified.

6.4.2. Octroi and entry taxes, if any, shall be invoiced separately and shall be reimbursed by BPCL at actuals after receipt of the Material(s) at the Site against the submission of original documentary evidence for proof of payment of the related octroi and entry taxes, as the case may be.

6.5. NEW STATUTORY LEVIES: All new statutory levies leviable on sale of finished goods to owner, if applicable are payable extra by BPCL against documentary proof, within the contractual delivery period.

6.6 VARIATION IN TAXES/ DUTIES: Any increase/decrease in all the above mentioned statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor's account.

6.7 INCOME TAX (WITHHOLDING TAX): In the case of avilment of services from Non Resident Vendors who are claiming benefits offered under the Double Taxation Avoidance Agreements signed by India with the Government of the



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other country (i.e. the country of the Vendor), such Non Resident Vendors are required to provide the Tax Residency Certificates at the time of submission of Bid documents. The Tax Residency Certificates shall contain the following details:

- a) Name of Vendor (assessee);
- b) Status (Individual, Company, firm etc.) of assessee;
- c) Nationality (in case of individual);
- d) Country or specified territory of incorporation or registration (in case of others);
- e) Assessee 's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
- f) Residential status for the purpose of tax;
- g) Period for which the certificate is applicable; and
- h) Address of the applicant for the period for which the certificate is applicable.

The Tax Residency Certificate shall be duly verified by the Government of the Country or the specified territory of the assessee of which the assessee claims to be a resident for the purposes of tax.

7. INSPECTION:

- 7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.
- 7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/ GLISPL/ IRS/ DNV/ LRIS/ EIL/ TATA Projects/ PDIL/ ULIPL/ RITES LTD/ ITSIPL as amended time to time unless otherwise specified in the Special Purchase Conditions.
- 7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/ scope of inspection provided alongwith the Tender Enquiry/Purchase Order.
- 7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/ inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all



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the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor's responsibility shall also not be anywise reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

- 7.6. Although material approved by the Inspector(s), if on testing and inspection after receipt of the Material(s) at the location, any Material(s) are found not to be in strict conformity with the contractual requirements or specifications, BPCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract.

8. SHIPPING:

- 8.1 SEA SHIPMENT:** All shipment of materials shall be made by first class direct vessels, through the chartering wing, Ministry of Surface Transport as per procedure detailed hereunder. The Foreign Supplier shall arrange with Vessels Owners or Forwarding Agents for proper storage of the entire Cargo intended for the project in a specific manner so as to facilitate and to avoid any over carriage at the port of discharge. All shipment shall be under deck unless carriage on deck is unavoidable.

The bills of lading should be made out in favour of 'Bharat Petroleum Corporation Limited or order'.

All columns in the body of the Bill of Lading namely marks and nos., material description, weight particulars etc., should be uniform and accurate and such statements should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount etc. clearly and separately. The net total freight payable shall be shown at the bottom.

SHIPPING DOCUMENTS: All documents viz. Bill of Lading, invoices, packing list, freight memos, country of origin certificates, test certificate, drawings and catalogues should be in English language.

In addition of the bill of lading which should be obtained in three stamped original plus as many copies as required, invoices, packing list, freight memos, (if the freight particulars are not shown in the bills of lading), country of origin



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certificate, test/ composition certificate, shall be made out against each shipment in as many number of copies as shown below.

The bill of lading, invoice and packing list specifically shall show uniformly the mark and numbers, contents case wise, country of origin, consignees name, port of destination and all other particulars as indicated under clause 2. The invoice shall show the unit rates and net total F.O.B. prices. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show apart from other particulars actual contents in each case, net and gross weights and dimensions, and the total number of packages. All documents should be duly signed by the Vendor's authorised representatives.

In the case of FOB orders, shipping arrangements shall be made by the Chartering Wing of the Ministry of Surface Transport, New Delhi through their respective forwarding agents. The names and addresses of forwarding agents shall be as per Special Purchase Conditions. Supplier shall furnish to the respective agents the full details of consignments such as outside dimension, weights (both gross and net) No of packages, technical description and drawings, name of supplier, ports of loading, etc. 6-weeks notice shall be given by the supplier to enable the concerned agency to arrange shipping space.

The bill of lading shall indicate the following:

Shipper: Government of India

Consignee: Bharat Petroleum Corporation Limited

In case of supplies from USA, Export Licences, if any required from the American Authorities shall be obtained by the U.S. Suppliers. If need be assistance for obtaining such export licences would be available from India Supply Mission at Washington.

8.2 AIRSHIPMENT: In case of Airshipment, the materials shall be shipped through freight consolidator (approved by us). The airway bill shall be made out in favour of BHARAT PETROLEUM CORPORATION LIMITED.

TRANSMISSION OF SHIPPING DOCUMENTS: Foreign Supplier shall obtain the shipping documents in seven complete sets including three original stamped copies of the Bill of Lading as quickly as possible after the shipment is made, and airmail as shown below so that they are received at least three weeks before the Vessels arrival. Foreign Supplier shall be fully responsible or any delay and/ or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.



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If in terms of letter or otherwise, the complete original set of documents are required to be sent to BPCL through Bank the distribution indicated below will confine to copies of documents only minus originals.

<u>Documents</u>	<u>BPCL (Mumbai)</u>
Bill of Lading	4 (including 1 original)
Invoice	4
Packing List	4
Freight Memo	4
Country of Origin Certificate	4
Third party inspection certificate	4
Drawing	4
Catalogue	4
Invoice of Third Party	4

for inspection charges whenever applicable.

9. INDIAN AGENT COMMISSION:

Any offer through Indian agents will be considered only after authorization mentioning them as Indian agents, is received from Vendor. Indian agents commission if applicable will be payable only in Indian currency. Indian agents should be registered with Directorate General of Supplies and Disposals, Government of India and agency commission will be payable only after registration with DGS&D, New Delhi.

10. ORDER AWARD/ EVALUATION CRITERIA:

Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, Excise Duty, Sales Tax, Freight, Inspection, Octroi, Supervision of Installation & Commissioning and other taxes & levies, loading etc, if any, reduced by cenvat/vat credit as applicable.

11. 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.

12. PAYMENT TERMS:

12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.



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- 12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through Irrevocable Letter of Credit.
- 12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order :
- a) Invoice
 - b) Excise invoice
 - c) The Lorry Receipt of the consignment
 - d) Packing list for the consignment
 - e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
 - f) Manufacturers Test/Composition Certificate, wherever applicable
 - g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
 - h) Guarantee/Warranty Certificate(s), wherever applicable.
 - i) Original Receipt for Octroi/other statutory levies as applicable.
 - j) Performance Bank Guarantee as applicable.

13. GUARANTEE/ WARRANTY:

- 13.1. 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. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.
- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight



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Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.

13.4. The Vendor shall provide similar warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

14. PERFORMANCE BANK GUARANTEES:

14.1. Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), 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.

In case, PBG is not provided by the Vendor, 10% of the basic value shall be retained in lieu of PBG, till the expiry of guarantee and claim period.

In the case of imports, the Supplier shall furnish the Performance Bank Guarantee (as per Annexure-I) through the following:

Branches of Indian scheduled banks operating in their Country.

Foreign bank operating in their Country which is counter guaranteed by branches of Indian scheduled banks operating in their Country/ India.

Indian branches of foreign banks.

Foreign bank operating in their Country counter guaranteed by their Indian branch.

However, in respect of (c) and (d) above, the Indian branch of foreign banks should be recognized as scheduled bank by Reserve Bank of India.

14.2. If Vendor wants to submit the PBG at Contract level to avoid multiple number of PBG (i.e. PBG issued against every purchase/ call off order) then the validity of PBG will be calculated as mentioned below:

14.2.1. Validity of PBG = Rate Contract Issue Date (Start Date of Rate Contract) + Rate Contract Period (validity of Rate Contract) + Contractual Delivery Period of material + Contractual Guarantee period + 6 month (for invocation / Claim).

15. PACKING & MARKING:

15.1 PACKING:



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- 15.1.1 Packing shall withstand the hazards normally encountered with the means of transport for the goods of this purchase order including loading and unloading operation both by crane and by pushing off.

In the case of imports, all equipments/ materials shall be suitably packed in weather proof, seaworthy packing for ocean transport under tropical conditions and for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe preservice upto the final point of destination.

Raw/Solid wood packaging material of imported items has to be appropriately treated & marked as per International Standard of Phytosanitary Measures (ISPM-15") for material originating from the contracting countries to the International Plant Protection Convention or the members of Food & Agriculture Organization. Material from non-contracting parties would have to be accompanied by a phytosanitary certificate of the treatment endorsed. The Custom Officer at Indian Port shall not release the material without appropriate compliance of the above provisions w.e.f. 01.11.2004.

- 15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.

- 15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.

- 15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.

- 15.1.5 The hazardous materials shall be packed in accordance with the applicable rules, regulations and tariff of all cognizant Government Authorities and other Governing bodies. It shall be the responsibility of the seller of hazardous materials to designate the material as hazardous and to identify each material by its proper commodity name and its hazardous material class code.

- 15.1.6 All packages requiring handling by crane should have sufficient space at appropriate place to put sling of suitable dia (strength). Iron/Steel angle



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should be provided at the place where sling marking are made to avoid damage to package/ equipment while lifting.

15.1.7 Item shipped in bundles must be securely tied with steel wire or strapping. Steel reinforcing rods, bars, pipes, structural members etc. shall be bundled in uniform lengths and the weight shall be within the breaking strength of the securing wire or strapping.

In the case of imports, for bundles the shipping marks shall be embossed on metal or similar tag and wired securely on each end.

15.1.8 All delicate surfaces on equipment/ materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.

15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.

15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.

15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

In the case of imports, for bulk uniform material when packed in several cases, progressive serial numbers shall be indicated on each case.

15.1.12 Wherever required, equipment/ materials instruments shall be enveloped in polythene bags containing silicagel or similar dehydrating compound.

Pipes shall be packed as under:
Upto 50mm NB in wooden cases/ crates.



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Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.

Above 100mm NB in loose.

15.1.14 Pipes and tubes of stainless steel, copper etc. shall be packed in wooden cases irrespective of their sizes.

15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing. In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.

15.1.16 Detailed packing list in waterproof envelope shall be inserted in the package together with equipment/materials. One copy of the detailed packing list shall be fastened outside of the package in waterproof envelope and covered by metal cover.

15.1.17 The supplier shall be held liable for all damages or breakages to the goods due to the defective or insufficient packing as well as for corrosion due to insufficient protection.

15.1.18 Packaged equipment or materials showing damage defects or shortages resulting from improper packaging materials or packing procedures or having concealed damages or shortages, at the time of unpacking shall be to the supplier's account.

All packages which require special handling and transport should have their Centres of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION SPECIAL LOAD HANDLE WITH CARE" both in English/ Hindi Languages.

In the case of imports, a distinct colour splash in say red black around each package crate/ bundle shall be given for identification.

15.1.19 Along with the packed material, supplier should attach material list, manuals/instructions and also the Inspection certificate/ release note, wherever applicable.

15.2. MARKING: The following details to be written on the side face of packing:

- a) Purchase Order Number
- b) Vendor Name
- c) Batch no with manufacturing date
- d) Procedure (in brief) for handling



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e) Date of dispatch etc.

15.3 IMPORTED ITEMS: On three sides of the packages, the following marks shall appear, clearly visible, with indelible paint and on Vendor's care and expenses.

BHARAT PETROLEUM CORPORATION LIMITED

(With detailed address as given in Special Purchase Conditions)

From :

To : Bharat Petroleum Corporation Limited
(With detailed address as given in Special Purchase Conditions)

Order No.: Rev. No.:

Item :

Equipment Nomenclature:

Net weight : Kgs.

Gross weight : Kgs.

Case No. : of Total cases:

Dimensions :

Import License No. :

NOTE:

Marking shall be bold - minimum letter height 5 cm. For every order and every shipment, packages must be marked with serial progressive numbering.

Top heavy containers shall be so marked either Top Heavy or Heavy Ends.

When packing material is clean and light coloured, a dark black stencil paint shall be acceptable. However, where packaging material is soiled or dark, a coat of flat zinc white paint shall be applied and allowed to dry before applying the specific markings.

In case of large equipments like vessels, heat exchangers, etc. the envelope containing the documents shall be fastened inside a shell connection, with an identifying arrow sign "documents" using indelible paint.

16. DELIVERY:

16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.

16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with



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prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.

- 16.3. The contractual delivery period is inclusive of all the lead time for engineering/ procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for affecting the delivery at the required delivery point.
- 16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.

17. UNLOADING AND STACKING:

Unloading and stacking will be arranged by BPCL. The Vendor shall send BPCL information of the proposed consignment well in advance by telegram/fax/e-mail/courier to enable BPCL to take necessary action.

18. TRANSIT INSURANCE:

Unless otherwise mentioned,

- 18.1. Transit Insurance shall be in the vendor's scope in the case of inland transportation of goods.
- 18.2 In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.
- 18.2. The Vendor shall send BPCL information of the proposed consignment well in advance by fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.
- 18.3. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of Telex message to Bharat Petroleum Corporation Limited, (with detailed address as given in Special



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Purchase Conditions) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

19 VALIDITY OF OFFER:

The rates quoted against this tender shall be valid for a period of 90 Days from the date of opening of the tender unless otherwise specified in the Special Purchase Conditions.

20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:

20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).

20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.

20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:

20.3.1. 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 destination contract.

In the case of imports, the contractual delivery date shall be considered from the date of Letter of Credit (L/C) or the date of L/C amendment because of Buyer's fault plus one week (to take care of transit time for receipt of L/C) plus the delivery schedule as indicated by the vendors.

In case of the shipment taking place on "Cash against documents", the contractual delivery shall be taken from the date of purchase order plus one week (to take care of transit time for receipt of order) plus delivery period.

Further the date of B/L or House airway bill shall be considered to find out the delay with respect to contractual delivery date. In case of FOB shipments if the



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vessel is not available then the intimation by vendors regarding readiness of the goods for the shipment shall be considered for calculating the delay if any. So vendor shall inform the readiness of material for shipment on FOB (Free on Board) basis/ FCA (Free on Carrier) basis.

20.3.2. Cancel the order in part or full and purchase such cancelled quantities from elsewhere on account at the risk and cost of the vendor, without prejudice to its right under 20.3.1 above in respect of goods delivered.

21. RISK PURCHASE CLAUSE:

BPCL reserves the right to curtail or cancel the order either in full or part thereof if the vendor fails to comply with the delivery schedule and other terms & conditions of the order. BPCL also reserves the right to procure the same or similar materials/equipment through other sources at vendor's entire risk, cost and consequences. Further, the vendor agrees that in case of procurement by the owner from other sources the differential amount paid by the owner shall be on account of the vendor together with any interest and other costs accrued thereon for such procurement.

22. FORCE MAJEURE

Circumstances leading to force majeure

(a) Act of terrorism;

(b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;

(c) Ionising radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component;

(d) epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and

(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and



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which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.

- Notification of Force Majeure

Contractor shall notify within [10(ten)] days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Contract.

- Right of either party to terminate

If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days) or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this clause, either Party may terminate the Contract by issuing a written notice of 30 (thirty) days to the other Party.

- Payment in case of termination due to Force Majeure

The Contract Price attributable to the Works performed as at the date of the commencement of the relevant event of Force Majeure.

The Contractor has no entitlement and Owner has no liability for:

- a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure.

Time extension for such cases will be worked out appropriately.

23. ARBITRATION CLAUSE:

Any dispute or difference whatsoever arising out of or in connection with this Agreement including any question regarding its existence, validity, construction, interpretation, application, meaning, scope, operation or effect of this contract or termination thereof shall be referred to and finally resolved through arbitration as per the procedure mentioned herein below :

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator



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- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- (c) The Seat of arbitration shall be at Mumbai
- (d) The proceedings shall be conducted in English language
- (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

24. INTEGRITY PACT (IP):

Vendors are requested to sign & return our pre-signed IP document, if applicable. This document is essential & binding. Vendor's failure to return the IP document duly signed along with Bid Document may result in the bid not being considered for further evaluation.

25. RECOVERY OF SUMS DUE:

Whenever, any claim against vendor for payment of a sum of money arises out of or under the contract, the owner shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from the vendor under this or any other contract with the owner and should this sum be not sufficient to cover the recoverable amount of claim(s), the vendor shall pay to BPCL on demand the balance remaining due.

26. CONFIDENTIALITY OF TECHNICAL INFORMATION:

Drawing, specifications and details shall be the property of the BPCL and shall be returned by the Vendor on demand. The Vendor shall not make use of drawing and specifications for any purpose at any time save and except for the purpose of BPCL. The Vendor shall not disclose the technical information furnished to or organized by the Vendor under or by virtue of or as a result of the implementation of the Purchase Order to any person, firm or body or corporate authority and shall make all endeavors to ensure that the technical information is kept CONFIDENTIAL. The technical information imparted and supplied to the vendor by BPCL shall at all time remain the absolute property of BPCL. Imparting of any confidential information by the Vendor will be breach of contract.

27. PATENTS & ROYALTIES:

The vendor shall fully indemnify BPCL and users of materials specified herein/supplied at all times, against any action, claim or demand, costs and expenses, arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark or name, copy right or any other protected rights in respect of any materials supplied or any arrangement, system or method of using, fixing or working used by the vendor. In the event of any claim or demand being made or action sought against BPCL in respect of any of the aforesaid matter, the vendor shall be notified thereof immediately and the vendor shall at his/its own expense with (if necessary) the



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assistance of BPCL (whose all expense shall be reimbursed by the vendor) conduct all negotiations for the settlement of the same and/or litigation which may arise thereof.

28. LIABILITY CLAUSE:

In case where it is necessary for employees or representatives of the Vendor to go upon the premises of owner, vendor agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen's Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires vendor to furnish labour at site, such vendor's workmen or employees shall under no circumstances be deemed to be in owner's employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owner's premises or elsewhere and agrees to indemnify the owner against any such claims, if made against the owner and all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.

29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT :

The aggregate total liability of the Contractor to Owner under the Contract shall not exceed the total Contract Price, except that this Clause shall not limit the liability of the Contractor for following:

- (a) In the event of breach of any Applicable Law;
- (b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or
- (c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or
- (d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or
- (e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

Neither Party shall be liable to the other Party for any kind of indirect or consequential loss or damage like, loss of use, loss of profit, loss of production or business interruption which is connected with any claim arising under the Contract.



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30. COMPLIANCE OF REGULATIONS:

Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.

31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

In case the testing and inspection at any stage by inspectors reveal that the equipment, materials and workmanship do not comply with specification and requirements, the same shall be removed by the vendor at his/its own expense and risk, within the time allowed by the owner. The owner shall be at liberty to dispose off such rejected goods in such manner as he may think appropriate. In the event the vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the owner for such disposal shall be to the account of the vendor. The freight paid by the owner, if any, on the inward journey of the rejected materials shall be reimbursed by the vendor to the owner before the rejected materials are removed by the vendor. The vendor will have to proceed with the replacement of the equipment or part of equipment without claiming any extra payment if so required by the owner. The time taken for replacement in such event will not be added to the contractual delivery period.

32. NON-WAIVER:

Failure of the Owner to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Vendor in the event of breach, or the acceptance of or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such goods regardless of when such goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by BPCL act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of any condition of this agreement by BPCL shall not be considered as a continuous waiver or waiver for other condition by BPCL.

33. NEW & UNUSED MATERIAL:

All the material supplied by the vendor shall be branded new, unused and of recent manufacture.

34. PURCHASE PREFERENCE CLAUSE:



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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) 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 price quoted by the said MSEs as compared to L-1 Vendor at the time of evaluation of the price bid.

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

Notarized copy of all the pages of the EM-II certificate issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012.

Vendor's declaration on a duly notarized Rs.100 stamp paper 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.

35. CANCELLATION:

35.1. BPCL reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the vendor if.

35.1.1. The vendor fails to comply with the terms of this purchase order/contract.

35.1.2. The vendor becomes bankrupt or goes into liquidation.

35.1.3. The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.

35.1.4. The vendor makes a general assignment for the benefit of creditors.

35.1.5. A receiver is appointed for any of the property owned by the vendor.

35.2. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. BPCL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the



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vendor against the contract. The vendor is aware that the said goods are required by BPCL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the BPCL. In this-event of BPCL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to BPCL, fair compensation to be agreed upon between BPCL and the vendor. The provision of this clause shall not prejudice the right of BPCL from invoking the provisions of price reduction clause mentioned in 20.3.1 as aforesaid.

36. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

37. ASSIGNMENT:

The Vendor can/ does not have any right to assign his rights and obligations under these general purchase conditions without the prior written approval of BPCL.

38. GOVERNING LAW:

These General Purchase Conditions shall be governed by the Laws of India.

39. AMENDMENT:

Any amendment to these General Purchase Conditions can be made only in writing and with the mutual consent of the parties to these conditions.

40. NOTICES:

Any notices to be given hereunder by a Party to the other shall be in English and delivered by hand or sent by courier or facsimile to the other Party at the address or facsimile number stated below or such other address or number as may be notified by the relevant Party from time to time.

41. POLICY ON HOLIDAY LISTING:



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The guidelines and procedures for Holiday Listing are available separately in BPCL website and shall be applicable in the context of all tenders floated and consequently all orders/ contracts / purchase orders. It can be accessed using the following link: <http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf> .

42. ORDER OF PRECEDENCE FOR PURCHASES :

Purchase Order
Detailed letter of Acceptance along with its enclosures
Letter of Award / Fax of Acceptance
Job Specifications (specific to particular job only)
Drawings
Special Purchase Conditions (SPC)
Technical Specifications
Instructions to Bidders
General Purchase Conditions (in GPC)
Other Documents

Additionally, any variation or amendment / change order issued after signing of formal contract shall take precedence over respective clauses of the formal contract and its Annexures.

43. TERMINATION FOR CONVENIENCE:

The purchaser may, by written notice of 14 days sent to the seller, cancel the contract, in whole or part, at any time for his convenience. The notice of cancellation shall specify that cancellation is for the purchaser's convenience, the extent to which performance of work under the contract is cancelled and the date upon which such cancellation becomes effective.

The goods that are complete and ready for shipment within 30 days after the seller's receipt of notice of cancellation shall be purchased by the purchaser at contract terms and prices. For the remaining goods, the purchaser may opt :-

To have any portion completed and delivered at the contract terms and prices

and / or

To cancel the remainder and pay to the seller an agreed amount for partially completed goods and materials and parts previously procured by the seller.



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BPCL

VENDOR

Please sign & return all the pages of GPC as a token of your acceptance of all the terms & conditions as mentioned.



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**PERFORMANCE BANK GUARANTEE
(On Non-judicial paper for appropriate value)**

To,
Bharat Petroleum Corporation Limited

Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited, (hereinafter called 'the Company' which expression shall include its successors and assigns) having awarded to M/s. (Name) (Constitution)..... (address) (hereinafter referred to as "The vendor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms interalia, of the Company's Purchase order No..... dated and the General and Special Purchase Conditions of the Company and upon the condition of vendor's furnishing security for the performance of the vendor's obligations and/or discharge of the vendor's liability under and / or in connection with the said supply contract upto a sum of Rs. (in figures).....Rs (in words).....only amounting to 10% (ten percent) of the total contract value.

We, (Name).....(constitution)(hereinafter called "the Bank" which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in -----(Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company's losses and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upto an aggregate limit of Rs(in figures).....Rs(in words).....only.

AND the Bank hereby agrees with the Company that

- (i) This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto and until midnight of

This date shall be 6 months from the last date of guarantee period.

- (ii) This Guarantee/ Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have



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in relation to the vendor's obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.

- (iii) The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the vendor's obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and/ or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and/ or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.
- (iv) This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- (vi) The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages or costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.



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Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

ANNEXURE-VII

(On Non-Judicial Stamp Paper as prescribed in the respective State)

DRAFT COPY OF AGREEMENT



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(Joint Tender Cycle No. dated) for Ethanol Procurement during to)

Articles of agreement made at _____ this _____ day of _____ two thousand _____ between the _____, a Company incorporated Under the Indian Companies Act 1956, being an undertaking of the Govt. of India and having its Registered Office at _____, hereinafter referred to as "Purchaser" of the One part and M/s. _____ sole Trader/s Partnership Firm / Private / Public Ltd. Co registered under the Indian Partnership Act of 1932 / Companies Act I, 1956 and having its office at _____

_____ hereinafter called "Supplier" which expression shall be deemed to include the supplier's successors (approved by the Corporation) representative, heirs, executors and administrators on the other part.

WHEREAS the Purchaser is desirous of obtaining certain Materials, i.e. Indigenous Denatured Anhydrous Ethanol as per IS 15464:2004, specified in the attached Schedule and / or Supply Orders and/ or Tender/ TENDER and WHEREAS the suppliers have agreed with the Purchaser for the supply of the said material specified in the said schedule upon certain terms and conditions hereinafter provided and WHEREAS the parties are desirous of reducing to writing the terms and conditions of the contracts on which the suppliers have agreed with the Purchaser for the supply of the said Materials. NOW IT IS HEREBY AGREED by and between the parties hereto as under:

DEFINITIONS:

The following expressions used in these terms and conditions and in the purchase order shall have the meaning indicated against each of these:

OWNER/PURCHASER: Owner/Purchaser means (name of the Oil company & address, a Government of India enterprise), a Company incorporated in India having its registered office at _____ and



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shall include its successors and assigns (hereafter called (NAME OF THE OIL COMPANY) as a short form).

1.2. **VENDOR/SUPPLIER:** Vendor/supplier means the person, firm or the Company / Corporation to whom this purchase order (PO) is issued and shall include its successors and assigns.

1.3. **INSPECTOR:** Person/agency deputed by (NAME OF THE OIL COMPANY) for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the purchase order specifications..

1.4. **GOODS/MATERIALS:** means any of the articles, materials, machinery, equipments, supplies, drawing, data and other property and all services including but not limited to design, delivery, installation, inspection, testing and commissioning specified or required to complete the order.

1.5. **SITE/LOCATION:** means any Site where (name of the Oil Company) desires to receive materials anywhere in India as mentioned in PO

1.6. **RATE CONTRACT** means the agreement for supply of goods/ materials between Owner and Vendor, for a fixed period of time (i.e. till validity of Rate Contract) on mutually agreed terms and conditions. The actual supply of goods/ materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.

FIRM PROCUREMENT means the agreement between the parties for mutually agreed terms and conditions with commitment of Quantity Ordered.

Delivered rate mentioned in the purchase order shall be inclusive of transportation cost and all the applicable duties, taxes, levies (including but not limited to Octroi Entry tax/ LBT/, Export Fee & Import Fee), apart from basic material cost. The supplier will not be paid anything extra unless it is specified. However purchase tax in lieu of GST wherever applicable will be paid in Rs per KL, as quoted .

REFERENCE FOR DOCUMENTATION:

The number and date of Tender must appear on all correspondence before finalization of Rate Contract / Purchase Order.



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After finalization of Contract / Purchase Order: The number and date of Rate Contract /Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices,(including shipping documents if applicable) packing list and on any documents or papers connected with this order.

RIGHT OF OWNER TO ACCEPT OR REJECT TENDER: The right to accept the tender will rest with the Owner.

PRICE: Any increase/decrease in excise duty, GST on the date of delivery during the scheduled delivery period on finished materials will be on OMC's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor's account..

The distance may be considered as per Route advised by Excise Dept. In case Excise Route does not mention distance but only landmarks, shortest motorable distance between landmarks may be considered. In other cases, shortest motorable distance would be considered.

TAXES AND DUTIES:

All vendors shall have GST/Service tax registration in the concerned State and vendor shall quote their GSTN on the Invoice as applicable. Vendor shall submit the TAX invoice to OMCs.

SERVICE TAX:

All vendors shall have service tax registration wherever applicable. (Name of the oil company) may also claim CENVAT Credit on service tax. The vendor should quote service tax separately, if applicable. Vendor shall submit the TAX invoice. Vendor is required to furnish serially numbered and signed invoice / bill / challan containing the following details:

- a) Name, address and registration number of the service provider
- b) Name and address of person receiving taxable service
- c) Description, classification and value of taxable service provided
- d) Service Tax Payable

IMPORT FEE/ ENTRY TAX/ LBT :



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The Import fee/ Entry Tax & or LBT consideration amount wherever applicable has been included in the delivered rate or the PO rate. However, the actual Import fees/ Entry Tax/ LBT, if paid by the OMCs, will be deducted from the payments due to the vendor.

PAYMENT TERMS:

Delivered rate per KL mentioned in the purchase order shall be inclusive of all applicable duties/taxes/levies/transportation costs etc.

100% payment shall be made within 21 days from date of receipt and acceptance of materials at our sites & submission of following documents in triplicate

Payments for Ethanol Receipts will be made on submission of Original Tax Invoice as applicable.

PRICE REDUCTION CLAUSE:

The Supply or Pay clause shall be applicable as the Price Reduction clause. The modalities shall be as under:

The Location/shall place monthly indents/schedule for supply of ethanol by the suppliers for the entire Contract Period and will be given along with the Purchase order.

The Supplier shall strictly adhere to the Supply Schedule and shall achieve supply performance of min. 75% of monthly indents and min. 90% of indents on quarterly basis. If Vendor does not achieve min. 75% on monthly basis and 90% on quarterly basis, the Price Reduction Clause will apply.

If the supply falls below 75% during any month and also 90% during a quarter, an amount equivalent to 5% of the delivered cost shall be payable by the supplier for the undelivered quantity (75% of the monthly indented quantity less supplied quantity on month to month basis and/or 90% of quarterly indented quantity less supplied quantity, whichever is higher) and these shall be deducted from the payment due to the vendors or by encashing security deposit.

Offer for higher quantity for next month



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In case, any Supplier wishes to offer higher quantity for next month as compared to pro-rata monthly indent he needs to submit written Offer to concerned OMC Location with one month advance notice, in case the OMC Location is in a position to receive such higher quantity, the OMC Location will give written Revised Indent to the Supplier for next month. It may be noted that the higher monthly quantity offered is out of PO quantity only.

In case of multiple Vendors offering higher quantity, the additional quantity will be distributed in proportion of original indent and The "Supply or Pay" Clause will be applicable as above.

The prorata monthly indents as given along with PO will, however, be effective for forthcoming months till contracted quantity is exhausted.

This option can be exercised multiple times subject to mutual agreement.

TRANSIT INSURANCE:

The transit insurance for Ethanol being delivered at OMC location will be in the scope of the supplier. The rates quoted by the bidder should be inclusive of insurance charges and applicable taxes/duties/service tax etc.

DELIVERED SUPPLY:

The Supplier will effect delivered supply thru sealed calibrated tank-trucks (calibrated by statutory agencies and also complying to all statutory regulations) to Owner's (ie Oil Company's) designated location(s) as per Owner's delivery schedule and ensure desired quantity and quality at the time of delivery. The Supplier will ensure that no malpractice with respect to Ethanol being carried takes place en-route.

The custody of material will transfer from Supplier to Owner at Owner's Delivery Location (subject to quantity & quality checks). The rules and procedures of OMC locations will be binding for Tank-Truck and Tank-Truck Crew sent by the Supplier.

The Owner/ Owner's representative will check sample from each compartment of the Tank-truck to ensure that same meets desired specification and thereafter take decision regarding acceptance/ rejection of



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the Truck Load. The decision of the Owner regarding acceptance/ rejection on quality ground will be binding on the Supplier.

The Owner/ Owner's representative will take dips of Tank-Trucks on receipt and perform other quantity checks (before & after decanting). In case of any observed shortages/ malpractices, take any of following actions and Supplier will not have objection for the same :

- (i) Return the Truck Load, if major shortages are observed
- (ii) Book the shortages as observed and deduct the amount from pending bills of the Supplier

If repeated/ major shortages are observed in Truck loads, Owners will have the right to advise Supplier not to send any particular Truck, Transporter and/or Truck Crew and Supplier will have to abide by the same.

INTEGRITY PACT (IP):

Vendors are requested to sign & return our pre-signed IP document. This document is essential & binding.

SECURITY DEPOSIT/ BANK GUARANTEE:

The successful vendor, who within 15 days of placement of LOI/LOA shall deposit a Bank Guarantee or Demand draft for an amount equivalent to 5% of the LOI/LOA value.

Bank Guarantee (BG) will be provided for 5% of the LOI/LOA value unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter.

Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). BG format is attached.

iii In case of completion of quantity before Contract Period, the BG submitted toward Security Deposit may be returned to the Supplier after completion of the quantity; subject to issuance of No Dues Certificate by the OMC Location after carrying out joint reconciliation with the vendor concerned.



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12. a. DELIVERY PERIOD:

Timely delivery as per the monthly delivery schedule given along with the PO is essence of the contract. The delivery should commence within 30 days from the date of LOI/LOA.

The location/RO/ZO/SO shall place monthly indents/schedule for supply of ethanol by the suppliers for the entire Contract Period and will be given along with the Purchase order.

The supplier will make supplies as per the indents/schedule placed by the purchaser. The supplier shall strictly adhere to the supply schedule and achieve supply performance of a minimum 75% of the quantity on per month basis and 90% on per quarter basis.

12. b. DELIVERY LOCATION :

Supplier will normally be executing deliveries at Owner's designated locations as finalized during the Tender.

After finalization of TENDER, there may be exceptional situations like closing or downsizing of Petrol operations at any of OMC locations due to major projects / safety etc. in which case the concerned OMC, with minimum 15 days Notice may offer the Bidder alternate location(s) where the (balance) quantity can be shifted at new Location Rate as per distance norm; under such circumstances, the Bidder may either agree to supply balance / part of balance quantity at new Location at New Location Rate or forego supply of balance quantity.

FORCE MAJEURE CLAUSE:

Definition: The term Force Majeure means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the vendors reasonable control and were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause:



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the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;(ii) fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;

epidemic, plague or quarantine;

air crash, shipwreck, or train wreck;

acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power; (vi) radioactive contamination or ionizing radiation;

Notice and Reporting:

The Vendor shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than seven (7) days after such commencement date, notify the (NAME OF THE OIL COMPANY) in writing of such event of Force Majeure and provide the following information:

reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;

such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and

all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.

The Vendor shall, throughout the period during which it is prevented from performing, or delayed in the performance of, its obligations under this Agreement, upon request, give or procure access to examine the scene of the Force Majeure including such information, facilities and sites as the other Party may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Party requesting such information and access.



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Mitigation Responsibility:

The Vendor shall use all reasonable endeavours, acting as a Reasonable and Prudent Person, to circumvent or overcome any event or circumstance of Force Majeure as expeditiously as possible, and relief under this Clause shall cease to be available to the Vendor claiming Force Majeure if it fails to use such reasonable endeavours during or following any such event of Force Majeure.

(ii) The Vendor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure. The Vendor shall notify (NAME OF THE OIL COMPANY) when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.

Consequences of Force Majeure. Provided that the Vendor has complied and continues to comply with the obligations of this Clause and subject to the further provisions:

(i) the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and

(ii) the time period(s) for the performance of the obligations of the Parties under this

Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

Force Majeure Events Exceeding 60 Days

(i) If an event or series of events (alone or in combination) of Force Majeure occur, and



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continue for a period in excess of 60 consecutive days, then (NAME OF THE OIL COMPANY) shall have the right to terminate this agreement, whereupon the Parties shall meet to mitigate the impediments caused by the Force Majeure event.

Special instruction for Force Majeure clause : Vendor should submit details (as per following table) within one month of completion of force majeure event. The information is to be submitted to all affected OMCs. Supporting documents to be given from relevant authorities of central Govt./ State Govt./ State undertaking etc.

If required, OMCs may seek additional information / Documentary evidence from Vendors in support of the Force Majeure Event. OMCs reserve the right to appoint an internal committee / Independent third party surveyor/ assessor to verify / validate the claim preferred by the supplier.

Reasons which are not attributed to act of god will not be considered under this clause like closure of the plant after inspection by authority , delays in obtaining permissions etc. Also the prorated monthly quantity will only be considered for any waiver for the period under Force Majeure clause.

Based on the submissions made by the vendor and based on the findings, OMCs will decide whether the waiver proposal is acceptable and if so, to what extent,

S. No	Particulars
1	Name of Bidder
2	Plant Location (district, town & state)
3	Type of Force Majeure (Fire/ Drought/ Flood/ Earthquake etc) as defined in OMC agreement alongwith description
4	Date of start of Force Majeure
5	Date of end of Force Majeure
6	Effect of Force Majeure on Ethanol production/ supply (in Volumes & Percentage)
7	Efforts made to mitigate/ overcome Force Majeure
9	Locationwise Quantity which was to be supplied during Force Majeure period to IOC, BPC, HPC
10	Locationwise Quantity which could not be supplied during Force Majeure situation to IOC, BPC, HPC
11	Whether production of other products also was affected due to Force Majeure and if so details thereof
12	Details of Supporting documents (attached) regarding lower production of Ethanol and other products during Force Majeure period eg production records, electricity bills, water bills etc. in comparison with comparable earlier period



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13	Details of Documents certified by relevant Competent Authority in support of Force Majeure Event
14	Recovery Applicable based on OMC Tender condition
15	Recovery Waiver Sought by Supplier under Force Majeure Clause
16	Net Applicable Recovery applicable as per Supplier
17	Additional Info if any

LIABILITY CLAUSE:

In case where it is necessary for employees or representatives of the Vendor to go upon the premises of owner, vendor agrees to assume the responsibility for the proper conduct of such employees/representatives while on said premises and to comply with all applicable Workmen's Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. If this order requires vendor to furnish labour at site, such vendors workmen or employees shall under no circumstances be deemed to be in owners employment and vendor shall hold himself responsible for any claim or claims which they or their heirs, dependent or personal representatives, may have or make, for damages or compensation for anything done or committed to be done, in the course of carrying out the work covered by the purchase order, whether arising at owners premises or elsewhere and agrees to indemnify the owner against any such claims, if made against the owner and all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.

COMPLIANCE OF REGULATIONS:

Vendor warrants that all goods/Materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable laws, regulations, labour agreement, working condition and technical codes and statutory requirements as applicable from time to time. The vendor shall ensure compliance with the above and shall indemnify owner against any actions, damages, costs and expenses of any failure to comply as aforesaid.

ARBITRATION CLAUSE:

Any dispute or difference arising under or in connection with this contract shall be referred to a Sole Arbitrator as per the provisions of the Indian Arbitration and Conciliation Act 1996 as amended vide Arbitration & Conciliation (Amendment) Ordinance 2015 dated 23.10.2015



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The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.

The language of the proceedings will be in English and the place of proceedings will be at the State Capital of the Purchaser's location where Ethanol under current Agreement was being received

The parties hereby agree that the Courts in the city of(Place from where PO is issued) alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts.

RECOVERY OF SUMS DUE:

Whenever, any claim against vendor for payment of a sum of money arises out of earlier contracts and/or under the current contract, the owner shall be entitled to recover such sums from any sum then due or when at any time thereafter may become due from the vendor under this or any other contract with the owner and should this sum be not sufficient to cover the recoverable amount of claim(s), the vendor shall pay to (NAME OF THE OIL COMPANY) on demand the balance remaining due. All outstanding payments w.r.t. past tenders will be recovered from vendors running bills/BG if not settled by the vendor; unless the matter is sub-judice.

REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

In case the testing and inspection at any stage by inspectors reveal that the equipment, materials and workmanship do not comply with specification and requirements, the same shall be removed by the vendor at his/its own expense



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and risk, within the time allowed by the owner. The owner shall be at liberty to dispose off such rejected goods in such manner as he may think appropriate. In the event the vendor fails to remove the rejected goods within the period as aforesaid, all expenses incurred by the owner for such disposal shall be to the account of the vendor. The freight paid by the owner, if any, on the inward journey of the rejected materials shall be reimbursed by the vendor to the owner before the rejected materials are removed by the vendor. The vendor will have to proceed with the replacement of the equipment or part of equipment without claiming any extra payment if so required by the owner. The time taken for replacement in such event will not be added to the contractual delivery period.

NON-WAIVER:

Failure of the Owner to insist upon any of the terms or conditions incorporated in the Purchase Order or failure or delay to exercise any rights or remedies herein, or by law or failure to properly notify Vendor in the event of breach, or the acceptance of or payment of any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner to insist upon the strict performance thereof or of any of its or their rights or remedies as to any such goods regardless of when such goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by (NAME OF THE OIL COMPANY) act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of the any condition of this agreement by (NAME OF THE OIL COMPANY) shall not be considered as a continuous waiver or waicer for other condition by (NAME OF THE OIL COMPANY).

CANCELLATION:

(NAME OF THE OIL COMPANY) reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the vendor if.

The vendor fails to comply with the terms of this purchase order/contract.

The vendor becomes bankrupt or goes into liquidation.

The vendor fails to deliver the goods on time and/or replace the rejected goods promptly.

The vendor makes a general assignment for the benefit of creditors.

A receiver is appointed for any of the property owned by the vendor.

Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. (NAME OF THE OIL COMPANY) in that event will be entitled to procure the requirement in the open market and



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recover excess payment over the vendors agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by (NAME OF THE OIL COMPANY) for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the (NAME OF THE OIL COMPANY). In this event of (NAME OF THE OIL COMPANY) exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to (NAME OF THE OIL COMPANY), fair compensation to be agreed upon between (NAME OF THE OIL COMPANY) and the vendor. The provision of this clause shall not prejudice the right of (NAME OF THE OIL COMPANY) from invoking the provisions of Price Reduction Clause

Supplier shall be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the document.

Timely supplies are the essence of the contract. Applications for necessary NOCs/Permits/Import/Export permits etc will be made available by the OMCs. It will be the responsibility of the vendors to arrange for all the approvals/clearances/permits for supply of ethanol to the OMC locations as per the Clause 12 'delivery period' of this agreement.

ILLEGAL GRATIFICATIONS:

Any bribe, commission, gift or advantage given, promised or offered by the Supplier or by any body on his behalf, to the Purchaser or any person on his behalf either friend or relative, in relation to obtaining or execution of this particular or any other contract/(s) with Purchaser for showing favour or disfavour to any person in relation to this particular or any other contract/s as aforesaid shall subject the Supplier to the cancellation of the particular and / or any other all contracts entered into with them by the Purchaser and also to payment of any loss or damage resulting from any such cancellation to the like extent provided in the Agreement.

Any dispute or difference of opinion arising in respect of either the interpretation effect or application of this particular condition of the contract or of the amount recoverable hereunder from the Supplier shall be decided by the Director (Marketing) of the IOC / BPC / HPC and his decision shall be final and conclusive.



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LAW GOVERNING THE CONTRACT:

This contract shall be governed by the Laws of India from time to time in force.

JURISDICTION:

The Courts in**(Place from where PO is issued)** alone shall have the jurisdiction to entertain any application or other proceedings in respect of any disputes arising under this Agreement and any award made by sole arbitrator shall be filed in the concerned courts in the aforesaid city alone.

AGREEMENT:

This agreement is subject to the terms and conditions of contract in so far as the same is not inconsistent with or repugnant to the above clauses. A copy of the Special terms and conditions & General Purchase conditions (GPC) and Amendments to these would be deemed to have been studied and agreed to by the Supplier before their signing this agreement.

This agreement is subject to the terms and conditions stipulated in our schedule and or following purchase order / LOI/LOA and subsequent amendments, if any, issued from time to time.

Purchase Order/LOI/LOA No.	Date	Location	Quantity in KL

Signed and witnessed at _____ on _____.



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SIGNATURE OF (SUPPLIER)

SIGNATURE OF PURCHASER (OIL COMPANY)

WITNESS 1.

WITNESS 1.

2.

2.

Signature_____

Name of Person signing_____

Vendor's Name and address with seal_____

Place:

Date: