



CERTIFICATE NO
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Bharat Petroleum Corporation Limited
CENTRAL PROCUREMENT ORGANIZATION
(MARKETING)
(CERTIFIED TO ISO 9001: 2015)



INDIAN OIL CORPORATION LIMITED
BHARAT PETROLEUM CORPORATION LIMITED
HINDUSTAN PETROLEUM CORPORATION LIMITED
MANGLAORE REFINERY AND PETROCHEMICALS LIMITED

INVITE

**QUANTITY BIDDING FOR SUPPLY OF AROUND 916 CRORE
LITRES OF DENATURED ANHYDROUS ETHANOL AT OIL
MARKETING COMPANIES (OMCs) LOCATIONS FOR THE
ESY 2023-24**

TENDER ID - 17893 DATED 26.09.2024
TENDER REFERENCE NO. – 1000423858 (C-1)

PRE-BID MEETING in 02 slots on 30.09.2023
at time 10:30 Hrs. & 14:30 Hrs. Link given on page no. 2
Bidders can join any slot time as per their convenience.

DUE DATE & TIME – 10.10.2024@11:00 HRS.

'A' Installation, Sewree Fort Road Sewree (E), Mumbai - 400 015

Dear Sir/Madam,

SUBJECT: SUPPLY OF AROUND 916 CRORE LITRES OF DENATURED ANHYDROUS ETHANOL AT OIL MARKETING COMPANIES (OMCs) LOCATIONS FOR THE ESY 2024-25

1. You are invited to submit your offer of quantities in **Kilo Liters (KL)** for supply of Denatured Anhydrous Ethanol for the period 01.11.2024 - 31.10.2025 on the terms and conditions contained in this tender document.
2. This bid document consists of the following Annexures, which are enclosed / part of bidding forms:

I.	QUANTITY BID DETAILS & DECLARATIONS	Annexure I
II.	ETHANOL & TRANSPORTATION RATE, TAX DETAILS	Annexure II
III.	EVALUATION / ORDER AWARD CRITERIA	Annexure III
IV.	SECURITY DEPOSIT, PRICE REDUCTION CLAUSE, PAYMENT TERMS, CHANGE OF DISTILLERY, DIVERSION & ADDITIONAL QUANTITY & FEEDSTOCK CERTIFICATION	Annexure IV
V.	INDUSTRY ETHANOL MANAGEMENT SYSTEM (IEMS) – VENDOR RESPONSIBILITY AND OBLIGATIONS	Annexure V
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VII.	LATITUDE & LONGITUDE OF OMCs LOCATIONS	Annexure VII
VIII.	GOVT. GUIDELINES REGARDING THE PRODUCTION OF ETHANOL FROM DIFFERENT FEEDSTOCKS AND IDENTIFICATION MECHANISM	Annexure VIII
IX.	GENERAL PURCHASE CONDITIONS	Annexure IX
X.	GENERAL INSTRUCTIONS TO VENDORS FOR E-TENDERING	Annexure X

3. While submission in tendering portal <https://bpcltenders.eproc.in> bidders are required to fill in the mandatory declaration part & quantity bid form as well. Details are given below: -

Sr.	Bid Common Forms	ACTIONS REQUIRED BY BIDDER WHILE SUBMITTING BID
ETHANOL QUANTITY BID FORM		
I	QUANTITY BID FORM (Q1 to Q4)	<u>Online form to be filled up; Bidders have option to quote one or more quarters. Bidders are requested to quote Quantities in KL, only in the cells, wherever they wish to quote. Other cells can be left blank. No need to put zero.</u>
BID COMMON FORMS - QUANTITY BID ETHANOL DECLARATIONS		
I	Declaration for Quantity Bid	Online confirmation
II	Declaration for compliance of Rules & Regulations	Online confirmation
III	BPCL's Holiday Listing Policy and Bidder's Declaration	Online confirmation

IV	Compliance of restrictions for countries which share land border with India	Online confirmation
V	Integrity Pact Declaration	Online confirmation

Pre-bid meeting details:

To avoid congregation of bidders at one place, pre bid meeting will be conducted on **30.09.2024** in 02 slots at **10:30 hrs. & 14:30 hrs.** through Video Conference through Zoom application. (Link of the same is given below, pl. Ctrl + Click on the link to join meeting OR copy & paste the link in browser) **Bidders can join any of the slots for Pre-bid meeting at per their convenience.**

Join Zoom Meeting

<https://bharatpetroleum.zoom.us/j/93155604985?pwd=wjPKXDmYk6eMTD7jEoWQ9X7sTJLaqD.1>

Meeting ID: 931 5560 4985 Passcode: 372716

Join by SIP

- 93155604985@zoomcrc.com

BIDDERS TO TAKE A NOTE OF THE FOLLOWING: -

- Please visit the website <https://bpcltenders.eproc.in> for participating in this tender process and submitting your bid online. Further bidders who are already registered on old BPCL E-tendering portal need not register again on <https://bpcltenders.eproc.in>. Directly login with your registered email id, Use Default password - KG2J0ZSO Challenge Phrase- PRHBVG07. You may kindly contact on support desk for any query. Details of the same are given in general instruction to bidders for E tendering.
- Your online bid should be submitted on or before the due date & time of this tender.
- E-tender system will automatically close on the due date and time and bidders will not be able to submit their bids after the closing time. Bids submitted after the due date and time of closing of Quantity Bid 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 bids due to connectivity problem or non-availability of website etc. No claims on this account shall be entertained.
- In case of any technical difficulty whiling bidding in tender, please write a mail to bpclsupport@c1india.com along with your issues faced & leave your contact details in mail, so that if required, Support team can be in touch with you to extend support required.
- T&C mentioned in Annexure I to VI are Special conditions of Tender.

Thanking you,

Yours faithfully,

FOR OIL MARKETING COMPANIES

Sd/-

Procurement Leader – Group 8, CPO (Mktg.)

Bharat Petroleum Corporation Limited

ANNEXURE –I: QUANTITY BID DETAILS & DECLARATIONS

Filling Quantity Bid: Bidders shall quote Ethanol quantities in KL to be supplied by them against the requirement of OMCs, feedstock wise – quarter wise for the period of 1st November 2024 to 31st October 2025 in this quantity bid. The validity of bids will be till 31-07-2025.

Quantity bids for the ESY 2024-25, period of 1st November 2024 - 31st October 2025 are being opened for **registered bidders** as per long term ethanol procurement policy.

Bidders shall quote Ethanol quantities in KL to be supplied by them against quarterly requirement of OMCs, feedstock category wise in the quantity bid. The periods would be as under:

ESY Quarter 1 (Q1): November 2024, December 2024 & January 2025

ESY Quarter 2 (Q2): February 2025, March 2025 & April 2025

ESY Quarter 3 (Q3): May 2025, June 2025 & July 2025

ESY Quarter 4 (Q4): August 2025, September 2025 & October 2025

The supply commencement period of each quarter shall be the first day of the respective quarter.

The allocated quantities under this Quantity Bid shall be procured as per the prevailing rates of Ethanol during ESY 24-25 (as declared by OMCs / Government of India).

Ethanol produced from different feed stocks namely Sugar Cane Juice, Sugar, Sugar Syrup/B Heavy Molasses/ C Heavy molasses /Damaged Food Grains/ Maize being procured by OMCs and same has been mentioned in quantity bid form. Bidders must offer their total quantity under the respective feedstock for the respective period. The total/combined quantity offered by the bidder for the ESY shall not exceed their total licensed production capacity. Accordingly, bidders need to agree to the following online declaration:

"I/we confirm that the total quantity offered from my/our distillery for the ESY does not exceed the licensed production capacity of my/our distillery. Further, I/we understand that if it is found that I/we have offered excess quantity than the licensed production capacity of my/our distillery, 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."

Bidders need to enter the following in the quantity bid form

- Quantity** offered to OMC in Kilo Liters (KL) for quarter.
- Bidder may choose to quote quantities for supply of ethanol from one or more feed stock(s). Please note that Dedicated Ethanol Plants (DEPs) can quote only for the feed stock(s) mentioned in LTOA.

****Minimum quantity of 100 KL must be offered against any feedstock in a quarter.**

ANNEXURE –II: ETHANOL & TRANSPORTATION RATE, TAX DETAILS

A. ETHANOL RATES

For ESY 2024-25 i.e. for the period 01.11.2024 to 31.10.2025, OMCs shall procure ethanol sourced from Sugarcane Juice/Sugar/Sugar Syrup, B-Heavy Molasses, C-Heavy Molasses, Damaged Food Grain and Maize at the prevailing rates for ESY 2023-24 (including incentive amount) till such time these rates are revised by OMCs / Govt. of India. The applicable rates of ethanol for ESY23-24 are as follows:

The Basic Rates for Ethanol procurement by OMCs for ESY 2023-24 i.e. the period 01.11.2023 to 31.10.2024 are as follows

Name of Feedstock used for producing Ethanol Basic Rate for Ethanol (Rs. Per KL)

Sr. no.	Name of Feedstock used for producing Ethanol	Basic Rate in Rs. for Ethanol (Rs. Per KL) *
1	Sugarcane Juice / Sugar / Sugar Syrup	65,610 #
2	B-Heavy Molasses	60,730 #
3	C-Heavy Molasses	49,410 #@
4	Damaged Food Grain	64,000
5	Maize	66,070\$

* Transportation charges and GST shall be paid extra.

These were the basic prices applicable for ESY22-23 and the Prices declared by MoP&NG for ESY23-24 would be applicable for ethanol procured during the ESY 2023-24 i.e. 01.11.2023 to 31.10.2024

@ An Incentive of 6.87 Rs/Ltr (excluding GST) will be payable on Ethanol sourced from C-Heavy Molasses. This incentive amount will be payable over and above the ESY22-23 procurement price of Ethanol sourced from C-Heavy Molasses i.e. 49.41 Rs/Ltr.

@ Upon declaration of price of Ethanol from C-Heavy Molasses for ESY 2023-24 by Govt. of India, the incentive amount would be revised so as to ensure that the final payable amount for Ethanol sourced from C-Heavy Molasses (including revised incentive) is 56.28 Rs/Ltr.

\$ An incentive of 5.79 Rs/Ltr (excluding GST) will be payable on Ethanol sourced from Maize. The incentive amount will be payable over and above the declared ESY 2023-24 procurement price of Ethanol sourced from Maize i.e. 66.07 Rs/Ltr.

Ethanol manufactured from Sugarcane Juice/Sugar/Sugar Syrup, B-Heavy Molasses, C Heavy Molasses, Damaged Food Grains and Maize are to be categorized and quoted under the respective column in the price bid form accordingly.

The allocated quantities under this Quantity Bid shall be procured as per the prevailing rates of Ethanol during ESY 24-25 (as declared by OMCs / Government of India).

B. TRANSPORTATION RATES

The following transportation rates shall be applicable for supply of ethanol during ESY 2024-25:

Slabs* (One way distance in KM)	ESY24-25 Applicable Transportation Rates#
0-75KM	306 Rs/KL
>75 to 200KM	333 Rs/KL + 2.24 Rs/KL/KM [@]
>200 to 300KM	333 Rs/KL + 2.24 Rs/KL/KM
>300 to 400KM	444 Rs/KL + 2.24 Rs/KL/KM
>400 to 500KM	555 Rs/KL + 2.24 Rs/KL/KM
>500 to 600KM	666 Rs/KL + 2.24 Rs/KL/KM
>600 to 700KM	777 Rs/KL + 2.24 Rs/KL/KM
>700 to 800KM	888 Rs/KL + 2.24 Rs/KL/KM
>800 to 900KM	1110 Rs/KL + 2.24 Rs/KL/KM
>900 to 1000KM	1221 Rs/KL + 2.24 Rs/KL/KM
>1000 to 1100KM	1443 Rs/KL + 2.24 Rs/KL/KM
>1100 to 1200KM	1554 Rs/KL + 2.24 Rs/KL/KM
>1200 KM	1554 Rs/KL + 2.24 Rs/KL/KM
	<i>@2.24 Rs/KL/KM shall be applicable on the actual one-way distance.</i>

#These rates (applicable for Q1 of ESY24-25) are based on average Diesel RSP in all Metros i.e. Delhi, Mumbai, Kolkata and Chennai city as on 23.09.24 and shall be considered as benchmark rate for subsequent quarter wise escalation / de-escalation.

*Distance slabs of the distillery unit of Bidders is the one-way distance in KM, between OMC in-gate and the Distillery unit's out-gate taken as per google API. In a cluster if there are more than one OMC, the OMC in-gate lat-long that will be considered for determining the distance shall be as per the following priority: IOCL, BPCL, HPCL and MRPL i.e. if in a cluster all 4 OMCs are there then IOC lat-long will be used for distance calculation.

An incremental 10% transportation rate shall be payable on each slab for supply to OMC hardship / hilly locations i.e. all locations in the states of Jammu & Kashmir, Himachal Pradesh and Northeastern States (Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Tripura and Sikkim).

Escalation / De-escalation clause linked with HSD rate is applicable on above mentioned transportation rates. The transportation rates under above slabs shall be reviewed / revised by OMCs on quarterly basis (during the ESY) if there is a variation of minimum 2% in Diesel rates from last revision benchmark rate.

The formula for the same shall be as under:

$$\text{Increase / Decrease (in Rs. /KL / Km)} = \frac{\text{Increase/Decrease in 1 Litre of HSD RSP (Rs/Ltr)}}{34 \text{ KL} \times 3.5 \text{ KM/Ltr}}$$

Benchmark rate will be calculated on a quarterly basis one month before the beginning of the applicable quarter as under:

Benchmark Rate = Average RSP of HSD for preceding 3 Months for Delhi, Mumbai, Kolkata and Chennai City

i.e. For ESYQ2 (Feb-Apr.25), the benchmark rate will be average RSP of HSD for Oct-Dec.24 and likewise for ESYQ3 (May-Jul.25), the benchmark rate will be average RSP of HSD for Jan-Mar.25.

Google API distance output of distillery out-gate to OMC in-gate for all clusters will be shared with all the registered vendors on their e-mail ID and will be valid for the ESY.

C. GOODS AND SERVICE TAX

Goods and Service Tax (GST) in %: GST @5% is applicable for HSN code 2207 for Ethanol. Delivered cost will be total of administered price/rate for Ethanol, transportation rates and GST as applicable.

In case of revision in the 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.

In the states where Industries (Development & Regulation) Amendment 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.

The import fees applicable for supply of ethanol in any of the states shall be payable by OMCs.

ANNEXURE-III: EVALUATION / ORDER AWARD CRITERIA

ALLOCATION METHODOLOGY & ALLOCATION CRITERIA

Bidders shall quote only the total Ethanol quantities to be supplied by them against quarterly requirement of OMCs, feedstock wise in the quantity bid. The validity of bids will be till 31-07-2025.

The following States and Union Territories shall be mapped as Zones for the allocation methodology.

- All Northeastern States (8 States)
- Punjab / Chandigarh
- Tamil Nadu / Puducherry
- Gujarat / Dadra Nagar Haveli and Daman & Diu
- Jammu and Kashmir / Ladakh

All other balance states / union territories shall be defined as standalone zones.

If the total offered quantity by all participating vendors for a quarter is less than total requirement of OMCs for the said quarter, entire quantity offered by the vendors for the quarter shall be considered for allocation. The cluster wise requirement shall be reduced proportionately to ensure that all locations PAN India get equitable allocation percentage. While reducing the requirement proportionately, OMCs will first proportionately reduce the location wise quantity taken for ethanol inventory build-up and then proportionately reduce the quantity taken for blending across all locations.

However, in case, the total offered quantity by all participating vendors for a quarter is more than total requirement of OMCs for the said quarter, following methodology shall be adopted for accepting the offers for the quarter and subsequent allocation:

- The zones, where the offers from the distilleries located within the zone are less than the requirement of that zone, they shall be considered as Deficit zones. For these zones, offers from the vendors shall be accepted in full for allocation.
- The zones, where the offers from the vendors located within the zone is more than the requirement of that zone, they shall be considered as Surplus zones. For these surplus zones,
 - Quantities offered by DEPs as per terms and conditions of LTOA shall be accepted in full for allocation (subject to fulfilling the T&Cs of the quantity bidding tender for preferential allocation). For Delhi cluster requirement, the offer of DEPs assigned to Delhi shall be considered.
 - To meet the balance requirement after considering DEP quantities as mentioned above, quantities offered by other non-DEP vendors shall be considered for allocation as per the following feedstock priority i.e. Sugar/Sugar Syrup/Sugarcane Juice → B-Heavy Molasses → All other feedstocks.

- After meeting the quantity requirement of all the surplus zones as mentioned above, balance offers of the vendors in surplus zones shall be considered for meeting the balance requirement of deficit zones. Balance offers shall be accepted in a proportionate manner (across all feedstocks) i.e.
$$\frac{\text{Total Balance Requirement}}{\text{Total Balance Offers}}$$

Post acceptance of the offered quantities as above (as per the quarterly requirements published for each quarter), allocation run will be done for most optimal transportation cost without considering any boundary limit for supply / movement of ethanol.

The bid filtering and allocation run shall be done independently for the state of Uttar Pradesh since there is an excise regulation which restricts ethanol supplies from outside the state of Uttar Pradesh.

The allocation run will be done using Optimizer Software developed by Accenture in IEMS using Linear Programming logic with the following conditions:

- Minimum 40 KL allocation to any vendor for an OMC location.
- Minimum 2 Vendors to be allocated to an OMC cluster and maximum. 70% of the cluster's requirement can be assigned to 1 Vendor.

The OMC wise – location wise allocation shall be published for ESYQ1 only. For subsequent quarters i.e. ESYQ2, ESYQ3 and ESYQ4, the bidders accepted offer (up to the requirement published for the respective quarter) will be considered as allocated without assigning location. The bidder wise offers accepted by OMCs for ESYQ2, ESYQ3 and ESYQ4 will also be published (without assigning any OMC or location). For subsequent quarters the allocation run will be done Approx. 3-4 weeks before the beginning of the respective quarter for finalizing and publishing the OMC wise – location wise allocations.

The estimated OMC quarter-wise total requirement (in Cr. ltr) for ESY 24-25 is as follows.

ESYQ1 (Nov.24 - Jan.25)	ESYQ2 (Feb - Apr.25)	ESYQ3 (May - Jul.25)	ESYQ4 (Aug - Oct.25)	ESY24-25 TOTAL
234.18	221.57	231.16	229.17	916.08

The quarter-wise ethanol requirement (as above) is only indicative. OMCs reserves the right to revise the Quantity requirement based on the prevailing situation during the ESY.

OMCs also reserve the right to revise / cancel the allocation(s) published to any vendor based on the prevailing situation during the ESY.

PREFERENTIAL ALLOCATION TO DEDICATED ETHANOL PLANTS (DEPs) HAVING LTOA

DEPs who have valid Long Term Offtake Agreement (LTOA) with OMCs and have been declared as commissioned in-line with LTOA shall be given first preference of allocation up to annual offtake quantity as mentioned in the LTOA prorated for every quarter.

For DEPs under EOI-1 (CRFQ No. 1000374174, System ID 86996 dtd. 28-09-2021), second preference shall be given to the balance quarterly offer and it shall be limited to the design capacity as accepted by OMCs post evaluation of DEP application.

The preferential allocation shall be done on best endeavour basis as per allocation criteria mentioned in the Quantity Bid tender subject to the DEP meeting the following conditions:

- i) DEPs should have submitted a valid commissioning certificate in-line with LTOA before the tender opening date and time (one-time commissioning certificate)
- ii) The DEPs (including DEPs which are expansion of existing distillery) have registered themselves with OMCs as a supplier for participating in the Ethanol Procurement process of OMCs.
- iii) DEP can quote only for the feed stock(s) mentioned in LTOA. Any quantity offered against other feedstock will not be considered for preferential allocation.
- iv) The DEP needs to offer at least 25% of their annual offtake quantity (as mentioned in the LTOA) every quarter. In case a new DEP is participating in the middle of the ESY, the DEP needs to offer at least 25% of their annual offtake quantity in all quarters for which the tender requirement was floated (for the balance period of the ESY). If the tender was floated in the middle of the quarter, Pro-rata quarterly offtake quantity of the DEP for that quarter shall be calculated basis the supply commencement due date as mentioned in the Quantity Bid Tender.

In case any DEP does not meet all of the above criteria, no preferential allocation will be given for such offered quantity and the allocation shall be done as per allocation criteria applicable for non-DEPs.

For DEPs under EOI-1, Additional Quantity offered, if any, by DEPs beyond design capacity as accepted by OMCs post evaluation of DEP application (pro-rated and calculated on a quarterly basis) shall not be considered for preferential allocation. Allocation of this additional quantity offered shall be done as per allocation criteria applicable for non-DEPs

For DEPs under EOI-2 (CRFQ No. 1000403925, System ID 11837 dtd. 15-05-2023), Additional Quantity offered, if any, by DEPs beyond long term offtake quantity (pro-rated and calculated on a quarterly basis) shall not be considered

for preferential allocation. Allocation of this additional quantity offered shall be done as per allocation criteria applicable for non-DEPs.

Dedicated Ethanol Plants (DEPs) who have signed Long Term Offtake Agreement with OMCs (LTOA) need to comply with all T&Cs of the LTOA document. The following clause of LTOA of EOI-1 and EOI-2 related to supply of Ethanol is being reproduced.

"The Buyer/ OMCs may at any time, by rendering thirty (30) days written notice to the Seller, terminate this agreement if;

The Seller/ Supplier fails to comply with any of its obligations or undertakings or commits any breach of the covenants or conditions, representations and/or warranties that shall be observed, performed or fulfilled on its part or fails to make regular supply of Ethanol and as per the quality Specifications."

In-line with the above clause if DEPs fail to make regular supply of Ethanol to OMCs, OMCs reserve the right to take appropriate action as per EOI-1 or EOI-2 LTOA agreements (as applicable). Such actions may include the withdrawal of preferential allocation for the supplier in subsequent EOIs.

ALLOCATION TO BIDDERS OTHER THAN DEPs

Balance quantity after preferential allocation to DEPs as above will then be offered to bidders as per the allocation methodology & allocation criteria mentioned earlier in this Quantity Bid tender.

**ANNEXURE IV: SECURITY DEPOSIT, PRICE REDUCTION CLAUSE,
PAYMENT TERMS, CHANGE OF DISTILLERY, DIVERSION & ADDITIONAL
QUANTITY, FEEDSTOCK CERTIFICATION & CORRECTIVE MEASURES**

A. SECURITY DEPOSIT

Applicable Security deposit of 3% of basic LOA value (Basic Rate of Ethanol x LOA Qty) in the form of BG/ retention of SD amount from initial invoices, for the entire allocation, which is published location wise for ESY 2024-25, will be given by the successful bidder to the respective OMC within 15 days of issuance of LOA.

BG needs to be submitted / SD Amount needs to be deducted from the initial invoices for the entire LOA quantity. Vendor will also have an option to submit a single BG against allocation to all locations in multiple states.

Vendor can either submit a Bank Guarantee (Short Term / Long Term) or opt for deduction of security deposit amount from initial Invoices against Cycle wise LOAs issued by respective OMC.

In case of Bank Guarantee submission, the BG validity for the current ESY should be till 30-11-2025 (i.e. one month from the end of the ESY) with a claim period till 31-05-2026 (i.e. six months from the BG validity date).

The vendor submitting long-term BG can choose the no. of ESYs for which they want to submit the long-term BG. In case the vendor submits a long-term BG, validity of which covers multiple subsequent ESYs, the same BG will be rolled over to subsequent ESYs during issuance of LOAs. In such cases, validity of BG should be till 30th November (i.e. one month from the end of the ESY) and claim period should be till 31st May of the succeeding year (i.e. six months from the BG validity date).

Any Security deposit submitted (BG / deduction from invoice) in ESY24-25 will be rolled over from initial LOAs / POs to subsequent LOAs / POs in ESY24-25 and the subsequent ESYs (as per BG validity and claim period date).

The security deposit provided by vendors, either in the form of a Bank Guarantee (BG) or through invoice deductions, will cover overall requirement of security deposit of the vendor for each Oil Marketing Company (OMC) irrespective of number of LOAs issued.

These OMC wise BGs need to be uploaded in IEMS by the vendors along with relevant details e.g. BG No., BG Amount, Bank, Validity etc. and hard copy sent to the respective State / Controlling offices of the respective OMCs as per the location of the vendors distillery or head office for validation (as advised by the respective OMC).

For subsequent cycle wise LOAs issued (Cycle-2 onwards), vendor will be required to submit balance amount of security deposit applicable on the date of issuance of the LOA / POs which will be calculated basis the security deposit available and the balance liability of supply against previous LOAs / POs.

Release of the BG / refund of Security Deposit shall be done on vendor's request by the respective State/Controlling Offices at the end of the supply commitment period based on all India supply performance / reconciliation process followed by respective OMCs.

In case the successful bidder does not submit the BG or request for retention of SD amount from initial invoices for the entire LOA quantity within 15 days of issuance of LOA, respective OMCs shall raise a corresponding debit in vendor account against the Security Deposit amount. Purchase Orders will be issued on submission of Agreement copy.

The allocation for which BG/ request for retention of SD amount is not submitted will be considered as non-supply and applicable PRC will be deducted from ethanol invoice payments of any location(s) / Security deposit of any location(s) / EMD submitted at the time of vendor registration. In case the amount cannot be recovered in the current ESY, it will be carried forward to the subsequent ESY's also. Action(s) as deemed fit for recovery of the PRC, may be taken by OMCs.

B. PRICE REDUCTION CLAUSE

The modalities for PRC shall be as under:

The quarterly PO Quantity shall be pro-rated monthly and will be applicable to vendor for supplies.

OMCs may ask vendors to supply up to 110% of the monthly pro-rata PO quantity in a particular month keeping the quarterly PO quantity intact and vendors must accept the same.

The supplier shall strictly adhere to the supply schedule i.e., day wise indent (based on monthly pro-rata PO qty) if provided by OMC location or monthly pro-rata PO quantity.

Price Reduction Clause will be calculated monthly OMC location wise and will be reconciled at the end of each quarter / supply period / ESY as per the following conditions:

Monthly Price Reduction Clause will not be applicable if supplier achieves supply performance of a minimum of 95% of the Monthly Indent quantity / Pro-rated Monthly PO Quantity (keeping the overall lapse due to TT capacity limited up to 34 KL for the month aggregated for all POs issued in the quarter for a particular OMC location)

Price Reduction Clause will also not be applicable in a quarter if supplier achieves 100% supply performance of the Quarterly Indent / PO Quantity (keeping the

overall lapse due to TT capacity limited up to 34 KL for the quarter aggregated for all POs issued in the quarter for a particular OMC location)

In case the vendor does not fulfil any of the above two conditions, Price Reduction Clause @3% of the basic cost will be applicable for the shortfall in supply quantity calculated monthly for the applicable quarter i.e. 95% of the Indented / Pro-rated PO Quantity less supplied quantity on month to month basis (keeping the overall lapse due to TT capacity limited up to 34 KL for the month aggregated for all POs issued in the quarter for a particular OMC location).

In case any OMC requires the balance quantity from the previous quarters, in the subsequent quarters, the suppliers may be given an opportunity to supply the balance quantity from previous quarter's allocations up to the requirement of the OMCs. This option will be given on discretion and requirement of the individual OMC for supply at any of the location which may be different from the original allocation.

The balance quantity supplied from the previous quarters will be adjusted against the shortfall quantity of the previous quarters for PRC calculation of the particular previous quarter. PRC reconciliation of such cases will be done after the end of ESY / Supplies.

OMCs decision in the above cases shall be final.

In case any OMC / Vendor wants to pre-pone supplies from the subsequent quarter(s) for supply in the current quarter, the same may be done with mutual consent. This option will be given on discretion and requirement of the individual OMC for supply at any location which may be different from the original allocation. PRC shall be applicable in case of non-supply of any such mutually agreed quantities as per T&Cs.

If supplier achieves 100% supply in the ESY, No PRC will be levied on the supplier (keeping the overall lapse due to TT capacity limited up to 34 KL).

The beginning of the supply period will be considered as:

Commencement date of the supply period (as published in the tender document)

OR

Date of Issuance of LOA (whichever is later)

In case the LOA is issued beyond the supply period commencement date as published in the Quantity Bid tender, liability of the vendor for PRC calculation shall be reduced proportionately.

Quarterly reconciliation should be completed within 30 days of end of each quarter. Responsibility of quarterly reconciliation lies with vendor. However, OMCs will extend their support for reconciliation.

PRC amount shall be deducted from the payment due to the vendors and/ or by encashing security deposit. OMCs decision in the above cases shall be final.

In addition to above PRC amount, any statutory tax shall be payable as applicable.

Supplies of ethanol as per the quantity required by OMCs and in a timely manner is the essence of the tender/ contract. Supply of less than 50% of the overall contracted quantity in one or more quarters will be considered as non-performance on the part of the bidder and OMCs may take penal actions as deemed fit. Decision of the OMCs in this regard will be final and binding on the bidder.

In case state government have not issued guidelines for supply of Ethanol produced from Sugarcane Juice/Sugar/Sugar Syrup and/or B Heavy Molasses then in such cases the PRC shall not be applicable for the period until such time certification is started by Excise or any other competent authority in State.

In case of any dispute related to PRC waiver, State/regional level OMC committee will study based on the representation received from suppliers, verify facts & submit detailed report to HQO/HO OMC committee to resolve the matter.

C. NON-ACCEPTANCE OF LOA / CONTRACT / PURCHASE ORDER

OMCs may take penal actions as deemed fit against Bidders who do not honour the Letter of Acceptance (LOA) /Contract / Purchase order after the same is issued. Decision of the OMCs in this regard will be final and binding on the bidder

D. PAYMENT TERMS

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

E. CHANGE OF DISTILLERY

The supplier who has multiple distilleries registered with BPC under the EOI, due to some issue in the original distillery, supplier shall be allowed to change to alternate distillery(ies) during the period of contract with following conditions: -

1. The alternate distillery(ies) can be located in the same state or any other state.
2. Suppliers need to submit a letter to OMC on their official letter head stating the valid reason/s for non-supply of Ethanol quantity from the particular unit.
3. Quantities (subject to OMC acceptance) from the alternate distillery, will be allocated by OMCs to the needy locations.
4. The revised transportation rate as applicable shall be payable.
5. Change of distillery is allowed for:
 - Cooperative distilleries under the administrative control of State Government
 - Distilleries belonging to one company
 - Distilleries belonging to the holding company or wholly owned subsidiary of the supplier company.
6. Certificate from practicing chartered accountant/ company secretary needs to be submitted to establish that new supplier is either a holding company or wholly owned subsidiary of the original supplier company.

F. DIVERSION OF ALLOCATED QUANTITY

On sole discretion of individual OMC, vendors may be told to shift their quarter wise allocated / balance quantity to any other location of particular OMC on need basis during the ESY. Vendors should commence supplies to the diverted location within 7 days of issuance of revised PO.

G. PROCUREMENT OF ADDITIONAL QUANTITY:

Individual OMC may procure additional quantity up to 10% over and above the total allocated quantity across feedstock categories across locations from the vendor on mutual consent basis. In case the eligible quantity so calculated is less than 500 KL, individual OMC can procure up-to 500 KL from the applicable vendor. For calculation of 10% of additional quantity, total allocation of individual supplier or total allocation of group company of the supplier can be considered.

H. FEEDSTOCK CERTIFICATION

Department of Food & Public Distribution (DFPD) has provided a mechanism of certification to differentiate Ethanol produced from various feedstocks. Existing mechanism for certification of ethanol shall prevail till the revised mechanism if any is issued by DFPD.

OMCs shall accept the ethanol dispatched by distilleries only if the Tank Truck delivering Ethanol is carrying an excise certification / Certification as per methodology suggested by DFPD for the feedstock used for ethanol production / Certificate issued by TPIA (Applicable only for those distilleries which do not come under the purview of state excise / where excise officer is not positioned)

For those distilleries which do not come under the purview of state excise / where excise officer is not positioned, certificate for the feedstock used for production of ethanol from an authorized TPIA will be accepted till DFPD comes out with a certification mechanism. Proforma of the certificate(s) to be issued by Vendor / TPIA are annexed. Vendors need to submit documents as per Option-A (Enclosed as **Annexure-A**) or Option-B (Enclosed as **Annexure-B**) along with each TT delivering ethanol to OMCs for certifying the feed stock.

<https://nabcb.qci.org.in/product-certification/>

In all cases of feedstock certification(s), there should be a linkage between the certificate issued and the ethanol invoice. Alternatively, certification / endorsement on the Invoice by the respective excise officer / TPIA agency clearly mentioning the Feedstock used will also be accepted.

I. SUPPLY / DELIVERY OF ETHANOL

For the Operational Safety of the location & Enroute Safety of the Tank Truck, supplier is required to provide all the Safety fittings including VTS, as per applicable Petroleum Rules implemented by the Government.

All TTs delivering ethanol to OMC locations should meet OISD 167 guidelines. If the TT is found not meeting the above requirement the same may not be decanted & may be returned to the supplier. In such case, the vendor /supplier

will be bound to replace the truck load with another TT load of same capacity at his own cost.

In case, any TT found with forged W & M Documents/ Dip rods, additional fittings, concealed chambers which amounts to shortage in the tank truck, penal action including monetary fine may be levied on the vendor. The decision of the OMCs in this respect will be final and binding.

Ethanol is to be supplied through calibrated Tank Trucks (calibrated by statutory agencies and complying to all statutory regulations) on a delivered basis to OMCs designated locations as per the delivery schedule and ensure desired quantity and quality at the time of delivery.

OMCs reserves the right to verify calibration of any TT. In case any TT is observed with under calibration, the losses shall be booked to supplier. The Supplier will ensure that no malpractice with respect to Ethanol being carried takes place en-route.

Please note that timely delivery by the vendor as per the delivery schedule is the essence of the contract.

In case product supplied is not in line with specifications, same will be taken back by Seller without any disputes, including obtaining necessary clearances from respective statutory authorities as applicable at his cost and risk.

J. CORRECTIVE MEASURES FOR IMPROVING BLENDING PERCENTAGE

In order to meet blending targets OMCs reserve the right to take corrective measures under this tender to promote Ethanol supplies.

K. INTEGRITY PACTS

Integrity Pacts submitted against EOI No. 1000355961, 1000377311, 1000393915 and 1000410082 and subsequent EOIs with same tender ref. no. are valid for all quantity bids floated against CRFQ No. 1000423858 to the registered vendors.

ANNEXURE-V: INDUSTRY ETHANOL MANAGEMENT SYSTEM (IEMS)

IEMS PORTAL – VENDOR ACTIVITIES & OBLIGATIONS

OMCs are also rolling out IEMS (Industry Ethanol Management System) software through M/s Accenture which will be an end-to-end solution for ethanol procurement and logistics management.

Ethanol vendors are required to use all the relevant / applicable modules in IEMS for all activities related to ethanol procurement, indenting, dispatches and associated documentation.

OMCs (IOC, BPC and HPC) have developed an Integrated Ethanol Management System (IEMS) portal and will be referred to as "Portal" or "IEMS" in this tender. Training sessions for IEMS have already been given by OMCs to the existing suppliers for using the portal. New registered suppliers can access the IEMS Manual by logging on to the IEMS Portal or can also request for the same by sending email to support@ethanolforindia.com.

IEMS Portal Link: <https://portal.ethanolforindia.com>

Following shall be applicable for supplies of ethanol during ESY 24-25, under this tender (For IOC, BPC and HPC):

Suppliers need to ensure registration on the Portal for participating in any quantity bid requirement floated by OMCs.

Suppliers need to keep their CTO and PESO licenses updated in the Portal. OMCs may not consider bids of the Supplier whose valid PESO/ CTO licenses are not updated in the Portal.

Dedicated Ethanol Plants (DEPs) need to submit / upload a valid commissioning certificate on IEMS portal to be considered eligible for preferential allocation.

Any Feedstock Conversion request / Additional quantity request will be considered only if it is routed through the Portal (subject to OMC approvals).

Day wise indents for the upcoming month will be issued to the vendors through the portal for acceptance / rejection and will be considered deemed accepted after 2 days (in case of no action by Supplier). Indents rejected by the vendor may attract PRC as per Tender T&Cs.

Supplier needs to ensure that the tank lorry dispatched against an IEMS indent should reach the respective OMC location such that it is available for decantation on the indent date. Any TL dispatched without indent shall not be unloaded by the respective OMC location.

Suppliers are required to update feedstock wise daily opening stock and production figures on the portal before dispatching the tank lorries against the indents.

Suppliers will be required to update dispatch details of the tank lorry against each indent and no tank lorry will be decanted if correct details are not updated against an indent.

Once TT reaches OMC locations, it will be the responsibility of the supplier to check reporting of the TT in the IEMS portal immediately.

Tank lorries will be decanted as per the system generated daily sequence of unloading which is based on the delivery date of indent and actual date of tank lorry reporting. The tank lorry available for decantation on the required indent delivery date will be given top priority in the decantation. Hence, vendors should refrain from dispatching the tank lorries without indent, in advance or later than indent delivery date.

Indent will be opened for dispatch as per the distance of the distillery from the OMC location and expire after one day of the indent delivery date, hence it is important to timely update dispatch details against the indents in the Portal, tank lorries reporting without dispatch details in the Portal will not be decanted.

Suppliers may opt to supply more quantity in a month to any OMC location only against the open indents placed by the location in the portal.

Suppliers will be given an opportunity to supply their previous quarter balance quantity only through an open indent route.

Suppliers need to apply for open indents in the portal and dispatch tank lorries as per the indent delivery date. Open indents can be selected for supply of the balance quantities of previous quarters or current quarter.

PRC reconciliation shall be done through the Portal only. Indents placed by locations & Open indents accepted by vendors in the Portal will form the base for reconciliation and PRC calculation. Hence timely dispatches against the indents is very important.

Vendors will have to submit First Information Report of any force majeure event in IEMS portal which will be required for raising a claim against force majeure.

Request for invocation of force majeure will also be required to be submitted in the portal, which will be referred to the respective state committee OMCs, decision of the committee will be binding on the vendors.

Vendors must verify the relevant documents such as calibration chart, PESO license, Registration Certificate, Fitness Certificate, Insurance etc. with the physical parameter of the tank truck before dispatching.

OMCs are developing the functionalities in the IEMS portal for checks and controls on the Tank Trucks carrying ethanol to OMC locations.

Once developed, vendors will be required to create/ update the TT master in IEMS before dispatch of the TT. Vendor will be responsible for the correctness of the information and documents submitted in the portal while creating/ updating the TT master and dispatch of the tank truck.

Actions as per **Annexure-C** (enclosed) will be taken on the tank trucks carrying Ethanol if any malpractice or deficiency is found in the tank trucks.

Term(s) or condition(s) of this quantity Bid

Term(s) or condition(s) of the "EOI for Enrolling bidders for Long Term Arrangement of Supply of Denatured Anhydrous Ethanol to Oil Marketing Companies (OMCs) locations for the period till 30.11.2025" will be applicable. Specific terms(s) or conditions(s), published in this Quantity Bid shall supersede the parallel term(s) or condition(s) mentioned in the "EOI for Enrolling bidders for Long Term Arrangement of Supply of Denatured Anhydrous Ethanol to Oil Marketing Companies (OMCs) locations for the period till 30.11.2025".

QUERIES AND CLARIFICATIONS:

Any query or clarification regarding this tender may please be referred to below address & phone nos. on any working day during office working hours:

Contact person for Clarification regarding tender	Address
Mr. Rajesh Gehlot, Procurement Manager, Phone: 022-24176416/9950100035 E Mail: rajeshgehlot@bharatpetroleum.in	Procurement Mgr. /GM Procurement, Central Procurement Organization (Mktg),
Mr. Sanson T Kolesh, GM Procurement, Phone: 022-24176133	Bharat Petroleum Corporation Ltd, 'A' Installation, Sewree Fort Road, Sewree (East), Mumbai - 400 015

For any clarification related to Tender T&Cs, pls. contact the following officials from Oil Marketing Companies (OMCs)

OMC	NAME	E-MAIL	PHONE NO.
BPCL	Mr. Vineet Bhutani	bhutaniv@bharatpetroleum.in	9409305433
HPCL	Mr. C.P Mishra	chandra.mishra@hpcl.in	7895808232
IOCL	Mr. Rohit Maheshwari	rmaheshwari@indianoil.in	9929968296

For any clarification on E-tender / E-EOI / Training / Uploading of Document(s) / Submission of Bid(s) on e-procurement site, please contact our service provider M/s C1 India. Details of their contact no. are available under E-tendering / Contact Us / Help Desk No. on <https://bpcltenders.eproc.in/>. You can also contact the following:

S.No	NAME	E-MAIL	PHONE NO.
1.	Pankaj Pal	bpclsupport@c1india.com	+91 9643813220
2.	Gourav Panthi		07580226311 07580276311
3.	Chandan Bera		+91 9851945660
4.	Saranraj Naicker		+91-124-4302000 Ext: 110
5.	Hebrin George		+91 8921155218

ANNEXURE - A

Certificate No:

Date:

TPIA Ethanol Feedstock Certificate – Option A

We certify that denatured anhydrous ethanol supplied vide invoice details mentioned below has been produced by usingas feed stock.

Vendor/Distillery Name	
Distillery location	
Invoice No	
Invoice date	
Invoice Quantity	
Tank lorry No	
Batch No.	

Name, sign and seal of TPIA

ANNEXURE – B (Page 1 of 2)

Ref No:

Date:

TPIA Ethanol Feedstock Batch Certification – Option B

We confirm that denatured anhydrous ethanol dispatched vide invoice details mentioned below has been supplied from the batch certified by TPIA M/s

Copy of batch certificate (duly certified by TPIA) is enclosed. (Certificate should clearly mention feedstock used, quantity produced and date/period of production)

Invoice No	
Invoice date	
Tank Lorry No	
TPIA Batch Certificate No	
TPIA Batch Certificate Date	
Feed stock used	
Total Quantity certified	
Quantity already supplied to OMCs	
Quantity supplied with this invoice	
Total Quantity supplied from the batch	

Batch Certificate Reconciliation statement is enclosed as “Annexure – Batch Certificate Reconciliation Statement”.

Name, sign and seal of the supplier

ANNEXURE – B (Page 2 of 2)

ANNEXURE - BATCH CERTIFICATE RECONCILIATION STATEMENT

TPIA Name						
Distillery Name						
Distillery location						
TPIA Certificate No.	Batch	TPIA Certificate date	Batch			
Feed stock		Quantity certified				
Previous Dispatches						
S. No	Invoice No	Invoice date	OMC name	OMC name	Depot	Quantity
Current Invoice Dispatch Details						
Total quantity supplied from the batch						
Balance quantity						

The above-mentioned quantities (Previous dispatches) have already been dispatched to OMCs prior to dispatch of this load.

Copy of batch certificate (duly certified by TPIA) is enclosed. (Certificate should clearly mention feedstock used, quantity produced and date/period of production)

Name, sign and seal of the supplier

ANNEXURE – C

The IEMS portal will have a master data of the tank trucks being used for supplying biofuels. This master data would be regularly updated by the vendors (bio-fuel suppliers) (including creation of new TT / updating the licenses of existing TTs etc.) before using the TTs for loading biofuels for the OMCs.

Following Actions are stipulated if any tank truck carrying ethanol to OMC locations is found with the irregularities:

Sl. No.	Type of malpractice / irregularity	Penalty against number of instances within 360 days		
		First	Second	Third
1	(a) Non-availability/non-functioning of TT fire extinguisher. (b) Not wearing PPEs at OMC locations. (c) Improper / Non-functional safety fittings in the Tank Truck	TT shall be suspended for 14 days. However, the suspension can be revoked before 14 days by biofuel supplier, if the works are completed and certified by biofuel supplier.	TT shall be suspended for 21 days. However, the suspension can be revoked before 21 days by biofuel supplier, if the works are completed and certified by biofuel supplier.	TT shall be suspended for 30 days. However, Suspension cannot be revoked in this case before 30 days.
Note: For any subsequent irregularity suspension of 30 days shall continue irrespective of the instance				
2	Accident at OMC location leading to injury of persons or damages to the facilities.	TT shall be suspended for 3 months along with recovery of applicable loss from the vendor by concerned OMC	TT shall be restricted for use by OMCs for 2 years along with recovery of applicable loss from vendor by concerned OMC	
3	Non availability of statutory licenses including PESO, RTO documents, Hazardous training etc.	TT shall be suspended for 30 days. However, the suspension can be revoked before 30 days by biofuel supplier if the corrective action is taken and certified by biofuel supplier.		
Note: For any subsequent irregularity suspension of 30 days shall continue irrespective of the instance				
4	Fatal accident at the OMC location by the TT.	TT shall be restricted for use by OMCs for 2 years.		
5	Irregularities under Legal Metrology Act and Rules	TT shall be suspended for 30 days.	TT shall be restricted for use by OMCs for 2 years.	



QUANTITY BIDDING FOR SUPPLY OF DENATURED ANHYDROUS ETHANOL AT OIL MARKETING COMPANIES (OMCs) LOCATIONS FOR THE ESY 23-24 (Nov-23 to Oct-24)

**INDUSTRY SPECIFICATIONS OF DENATURED ANHYDROUS ETHANOL
BASED ON IS 15464:2022 and revision from BIS from time to time**

Sr. No.	Characteristics	Requirements	Reference to the Test Method Annex/IS/ASTM /EN/ Parts of IS 1448
(1)	(2)	(3)	(4)
(i)	Appearance	Clear, bright, and free from any sediments	Visual observation
ii)	Relative density at 15.6/15.6 °C, Max.	0.7961	Annex A
iii)	Ethanol, percent, v/v, Min. (Excluding denaturant)	99.6	Annex B³⁾/IS 7342/ASTM D 5501
iv)	Methanol, percent, v/v, Max.	0.5	ASTM D 5501/EN15721/ ASTM D 4815 ³⁾
v)	Higher saturated alcohols (C3-C5), percent, v/v, Max.	-	EN 15721
vi)	Boiling point, °C, Min.	-	ASTM D 1078
vii)	Residue on evaporation, percent by mass, Max.	0.005	Annex C
viii)	Acidity (as CH ₃ COOH), mg/kg, Max.	30	Annex D ³⁾ /ASTM D 7795/ EN 15491
ix)	Alkalinity, mg/kg, Max.	NIL	Annex D
x)	Aldehyde (as CH ₃ CHO) content, mg/l, Max.	60	Annex E
xi)	Electrical conductivity, μS/m, Max.	300	Annex F
xii)	Copper, mg/kg, Max.	0.1	Annex G ³⁾ /EN 15837/ EN 15488
xiii)	pHe	-	ASTM D6423
xiv)	Inorganic chloride, mg/kg, Max.	-	ASTM D7319 ³⁾ /EN 15492
xv)	Sulfur content, mg/kg, Max.	10	(Part 180) / (Part 160) ASTM D7039/EN 15485/ EN 15486/ASTM D5453 ³⁾
xvi)	Sulphate content, mg/kg Max.	-	ASTM D7318 ³⁾ /D7319/ D7328/EN 15492
xvii)	Water content, percent v/v, Max.	To Report (Note 2)	ASTM D7923 ³⁾ /ASTM E1064
xviii)	Hydrocarbons, percent v/v	-	Annex H
xix)	Miscibility with water	Miscible	Annex J



QUANTITY BIDDING FOR SUPPLY OF DENATURED ANHYDROUS ETHANOL AT OIL MARKETING COMPANIES (OMCs) LOCATIONS FOR THE ESY 23-24 (Nov-23 to Oct-24)

NOTES

- 2) To be reported by 1G manufacturer during release of product.
- 3) In case of disputes, this method shall be the referee method.

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 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 methanol, pyrroles, turpentine, ketones, sand tars (high- molecular weight pyrolysis products of fossil or non-fossil vegetable matter). Subject to the effect of the added denaturant, anhydrous ethanol shall comply with the requirements for general purposes prescribed for ethyl alcohol.

The denaturants should be premixed 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 wherever state excise control exists, or otherwise by the authorized person in the distillery.

LATITUDE AND LONGITUDE DETAILS OF DEPOTS AND TERMINALS

ANNEXURE VII

Sr. No.	State	Cluster	BPCL		HPCL		IOCL	
			Latitude	Longitude	Latitude	Longitude	Latitude	Longitude
1	Andhra Pradesh	Atchutapuram					17.5642	82.9789
2	Andhra Pradesh	Chittoor					13.165425	79.038411
3	Andhra Pradesh	Gooty	15.141476	77.6509159				
4	Andhra Pradesh	Guntakal Depot					15.156486	77.455522
5	Andhra Pradesh	Kadapa			14.417442	78.942474		
6	Andhra Pradesh	Krishnapatnam	14.279899	80.135324				
7	Andhra Pradesh	Ongole Depot	15.398283	80.040551			15.400978	80.039438
8	Andhra Pradesh	Rajahmundry			17.202068	81.844974	17.199848	81.842302
9	Andhra Pradesh	Tada	13.58046	80.04032				
10	Andhra Pradesh	Vijayawada/Kondapally	16.659722	80.563513	16.65638	80.56018	16.657226	80.553092
11	Andhra Pradesh	Visakhapatnam	17.70563889	83.25166667	17.717866	83.243907	17.693004	83.255782
12	Arunachal Pradesh	Doimukh					27.1415	93.7758
13	Assam	Betkuchi(Guwahati)			26.116469	91.729599	26.1821	91.8121
14	Assam	Betkuchi(Guwahati)					26.116667	91.730833
15	Assam	Bongaigaon					26.5144	90.5228
16	Assam	Bongaigaon					26.5144	90.5228
17	Assam	Digboi					27.36935587	95.63849125
18	Assam	Numaligarh	26.576248	93.7972	26.576248	93.7972		
19	Bihar	Barauni	25.44045	86.04679	25.4439	86.04853	25.436996	86.051212
20	Bihar	Barauni					25.436996	86.051212
21	Bihar	Motihari					26.71844749	84.79643266
22	Bihar	Muzaffarpur	26.086156	85.408157				
23	Bihar	Patna	25.576771	85.121191	25.55636866	84.85999128	25.579494	85.123226
24	Chhattisgarh	Korba					22.450705	82.64659
25	Chhattisgarh	Raipur(Common User Terminal)	21.190114	81.880376	21.2256	81.78318	21.190414	81.878503
26	Delhi	Delhi - Tikri					28.686405	76.98632
27	Delhi	Tikri Kalan/Bijwasan/Delhi Terminal	28.5444379	77.060964	28.688211	76.974367	28.5444379	77.060964
28	Goa	ZIOL(Goa)	15.39856	73.808074	15.37935	73.8844	15.380121	73.886337
29	Gujarat	Hazira	21.187279	72.716665	21.1835027	72.717546	21.177675	72.7182

LATITUDE AND LONGITUDE DETAILS OF DEPOTS AND TERMINALS

Sr. No.	State	Cluster	BPCL		HPCL		IOCL	
			Latitude	Longitude	Latitude	Longitude	Latitude	Longitude
30	Gujarat	Kandla	23.074811	70.158422	23.0717849	70.1612116	23.079596	70.156159
31	Gujarat	Navegaon	22.823553	72.609018			22.823587	72.60133
32	Gujarat	Palanpur			24.215266	72.301782		
33	Gujarat	Pipavav	20.932802	71.501467				
34	Gujarat	Sidhpur	23.954641	72.368925			23.950974	72.367
35	Gujarat	Vadodara/Dumad/Koyali	22.380758	73.128684	22.426777	73.219911	22.395011	73.197396
36	Gujarat	Vadodara/Dumad/Koyali					22.395011	73.197396
37	Haryana	Bahadurgadh			28.734841	76.851693		
38	Haryana	Hissar			29.29796	76.02214		
39	Haryana	Panipat	29.486461	76.8891			27.479768	75.89032
40	Haryana	Panipat					27.479768	75.89032
41	Haryana	Piyala	28.275051	77.309454				
42	Haryana	Rewari	28.140534	76.603578	28.13871	76.60148	28.141812	76.59969
43	Himachal Pradesh	Nalagarh			31.02017	76.71753		
44	Himachal Pradesh	Una					31.407144	76.280425
45	Jammu & Kashmir	Jammu			32.70287	74.8833		
46	Jammu & Kashmir	Leh			34.14834	77.46873		
47	Jharkhand	Bokaro	23.602612	86.068276	23.686529	86.067184		
48	Jharkhand	Jasidih					24.512302	86.637789
49	Jharkhand	Khunti					23.034453	85.289215
50	Jharkhand	Ranchi	23.35087	85.33711				
51	Karnataka	Bangalore	12.986353	77.844206	12.98702	77.84745	12.987038	77.83696
52	Karnataka	Bijapur	16.83495	75.741808			16.83495	75.741808
53	Karnataka	Desur(Belgaum)	15.755797	74.496317			15.751829	74.494296
54	Karnataka	Hassan	12.9836	76.1187	12.9836	76.1187	12.9836	76.1187
55	Karnataka	Mangalore	12.959509	74.812629	12.97688	74.83774	12.914373	74.813308
56	Karnataka	Mysore	12.342605	76.638852			12.341814	76.640285

LATITUDE AND LONGITUDE DETAILS OF DEPOTS AND TERMINALS

Sr. No.	State	Cluster	BPCL		HPCL		IOCL	
			Latitude	Longitude	Latitude	Longitude	Latitude	Longitude
57	Karnataka	Nandur(Gulbarga)	17.26586111	76.87669444	17.27092	76.87315	17.268935	76.873462
58	Karnataka	Navlur(Hubli)			15.41378	75.06767	15.408236	75.064085
59	Karnataka	Raichur	16.187513	77.338451				
60	kerala	Irimpanam(Cochin)	9.978528	76.350397	9.9860533	76.3541716	9.97972222	76.35305556
61	kerala	Kozhikode			11.34815	75.7405583	11.17222222	75.83305556
62	Madhya Pradesh	Bakania(Bhopal)	23.26539	77.268756				
63	Madhya Pradesh	Bhitoni(Jabalpur)	23.144546	79.689502	23.1441625	79.6927636	23.143415	79.690542
64	Madhya Pradesh	Bina	24.256161	78.180732				
65	Madhya Pradesh	Itarsi					22.595437	77.759615
66	Madhya Pradesh	Manglia(Indore)	22.813841	75.920059	22.81812	75.92268	22.813583	75.922455
67	Madhya Pradesh	Rairu(Gwalior)	26.309487	78.125635	26.307783	78.127171	26.312384	78.123955
68	Madhya Pradesh	Ratlam					23.402004	75.12322
69	Madhya Pradesh	Sagar			23.88146	78.60588	23.88449	78.603775
70	Maharashtra	Akolner(Ahmednagar)	18.991722	74.668758			18.993136	74.667183
71	Maharashtra	Borkhedi/Kapri(Nagpur)	20.857715	78.969364			20.858121	78.969385
72	Maharashtra	Dhule					20.736384	74.87391
73	Maharashtra	Gaigaon(Akola)	20.720648	76.904942	20.721935	76.90026	20.722439	76.897393
74	Maharashtra	JNPT(Navi Mumbai)					18.89822	72.98199
75	Maharashtra	Loni/Haweli(Pune)	18.459407	74.09188	18.490846	74.012732	18.491907	74.00977
76	Maharashtra	Miraj	16.827753	74.636758	17.006366	74.52319	16.832705	74.634104
77	Maharashtra	Pakni(Solapur)	17.730542	75.783844	17.72961993	75.77975513	17.726506	75.783073
78	Maharashtra	Panewadi(Manmad)	20.269226	74.493234	20.27335	74.50025	20.266582	74.484722
79	Maharashtra	Tadali(Chandrapur)					20.02148	79.187814
80	Maharashtra	Vashi(Navi Mumbai)			19.05807	73.03071	19.05414	73.026543
81	Maharashtra	Wadala/Sewree(Mumbai)	19.006498	72.860446	19.011509	72.862809		
82	Maharashtra	Wardha			20.729148	78.477702		
83	Odisha	Jatni(Bhubaneshwar)					20.176176	85.727443
84	Odisha	Jharsuguda					21.889272	84.065334
85	Odisha	Paradeep	20.284489	86.630478	20.28258	86.62244	20.285074	86.626861
86	Odisha	Somnathpur/Balasore	21.496967	86.845569	21.496095	86.848667	21.495191	86.846079
87	Punjab	Bathinda	30.165211	74.979047	30.15943	74.97974	30.161572	74.981835

LATITUDE AND LONGITUDE DETAILS OF DEPOTS AND TERMINALS

Sr. No.	State	Cluster	BPCL		HPCL		IOCL	
			Latitude	Longitude	Latitude	Longitude	Latitude	Longitude
88	Punjab	Jalandhar	31.344676	75.615803	31.346118	75.61817	31.335655	75.613855
89	Punjab	Lalru	30.467958	76.787957				
90	Punjab	Sangrur	30.2137134	75.8688066	30.2132	75.864	30.214429	75.861574
91	Rajasthan	Ajmer Durai			26.333023	74.564622		
92	Rajasthan	Bharatpur	27.287124	77.530656	27.290376	77.528291	27.28495	77.52918
93	Rajasthan	Chittorgarh					24.81947	74.63164
94	Rajasthan	Kota	25.192346	75.973679				
95	Rajasthan	Salawas(Jodhpur)	26.140721	73.023181	26.141399	73.021815	26.14053	73.01778
96	Rajasthan	Sanganer/Jobner/Mohanpur/ Asalpur(Jaipur)	26.896453	75.432813	26.786394	75.506758	26.66258	75.68735
97	Tamil Nadu	Asanur					11.6141627	79.185947
98	Tamil Nadu	Dharmapuri			12.02584016	78.11277792		
99	Tamil Nadu	Ennore/Tondiarpet(Chennai)	13.243603	80.308667	13.242361	80.311467	13.287789	80.330789
100	Tamil Nadu	Ennore/Tondiarpet(Chennai)					13.287789	80.330789
101	Tamil Nadu	Irugur(Coimbatore)	11.024901	77.083837	11.030765	77.081881	11.031376	77.079762
102	Tamil Nadu	Kappalur(Madurai)			9.851072811	78.03225708	9.849898	78.029136
103	Tamil Nadu	Karur	10.9896	78.0394				
104	Tamil Nadu	Sankari(Salem)	11.437085	77.872733			11.438745	77.87192
105	Tamil Nadu	Tirunalveli	8.738261	77.707214	8.740559	77.707506		
106	Tamil Nadu	Trichy Terminal					10.776	78.837
107	Telangana	Ghatkeshwar/Cherlapalli/ Sicunderabad(Hyderabad)	17.452406	78.60327	17.45895	78.71622	17.451743	78.600973
108	Telangana	Malkapur					17.285207	78.799568
109	Telangana	Ramagundam			18.74406	79.431768	18.746927	79.433503
110	Telangana	Suryapeth(Warangal)			17.08593333	79.66538367		
111	Uttar Pradesh	Agra					27.2254191	78.1996915
112	Uttar Pradesh	Allahabad					25.436939	81.773224
113	Uttar Pradesh	Aonla(Bareilly)	28.2930188	79.1652083	28.2943	79.17203	28.2933	79.16953
114	Uttar Pradesh	Baitalpur	26.565	83.7233	26.56431	83.72752	26.567669	83.721261
115	Uttar Pradesh	Banthra(Shahjahanpur)	27.922262	79.835184			27.924105	79.83165
116	Uttar Pradesh	Bijnor(Nazibabad)	29.59936	78.330399			29.59803	78.33011

LATITUDE AND LONGITUDE DETAILS OF DEPOTS AND TERMINALS

Sr. No.	State	Cluster	BPCL		HPCL		IOCL	
			Latitude	Longitude	Latitude	Longitude	Latitude	Longitude
117	Uttar Pradesh	Gonda	27.146937	81.94982			27.145504	81.951199
118	Uttar Pradesh	Karari(Jhansi)	25.538922	78.50493			25.54082	78.503933
119	Uttar Pradesh	Lucknow			26.770885	80.841927	26.768801	80.840086
120	Uttar Pradesh	Mathura	27.3819	77.6999	27.3828	77.698027	27.37009864	77.68637618
121	Uttar Pradesh	Mathura					27.37009864	77.68637618
122	Uttar Pradesh	Mughalsarai	25.283056	83.144167	25.283405	83.146291	25.278189	83.139992
123	Uttar Pradesh	Panki(Kanpur)	26.46207	80.18745	26.378708	80.116386	26.462137	80.252258
124	Uttar Pradesh	Partapur(Meerut)			28.94964	77.6591	28.946845	77.657637
125	Uttarakhand	Lalkuan(Haldwani)					29.089565	79.520592
126	Uttarakhand	Roorkee Terminal			29.79482	77.94594	29.79629	77.94179
127	West Bengal	Haldia	22.057783	88.135137	22.0696	88.1544	22.0373901	88.098982
128	West Bengal	Haldia					22.0373901	88.098982
129	West Bengal	Malda	25.010494	88.162092			25.010569	88.162681
130	West Bengal	Maurogram/BudgeBudge/ Howrah(Kolkatta)	22.485745	88.179899	22.4849523	88.1785578	22.569886	88.262609
131	West Bengal	NJP/Siliguri/Rangapani	26.69162757	88.44936956	26.66062	88.369788	26.692097	88.444246
132	West Bengal	NJP/Siliguri/Rangapani	26.660714	88.3710997				
133	West Bengal	Rajbandh(Durgapur)	23.48336	87.389419	23.4862	87.384202	23.478578	87.399008

Guidelines for sugar mills /distilleries regarding the production of ethanol by from B-Hy, C-Hy molasses, sugarcane juice, sugar & sugar syrup, food-grains such as maize, broken rice, surplus rice sourced from FCI etc. and mechanism to identify the quantity of ethanol produced from these routes (Reference DFPD OM No. 4/1/2018-(BP&E)(Part-I) dated 2nd December 2021)

These guidelines are issued in supersession to earlier guidelines issued vide OM No. 4/1/2018-(BP&E)(Part-I) dated 2nd December 2021 which were revisited, particularly, with reference to parameters to be considered for determining quality of B- Hy molasses and evolving criterion for assessing ethanol production mechanism from grains such as maize, damaged food grains like broken rice, surplus rice sourced from FCI etc.

Part-I

Definitions:

- i. Sugarcane juice shall mean, primary juice, secondary juice, mixed juice and clear juice as obtained by sulphitation or defecation process in a vacuum pan sugar factory.
- ii. Sugar syrup shall mean concentrated sugarcane juice having total dissolved solid content not less than 50⁰ as indicated by brix. Below 50⁰ brix it may be treated as thick juice or juice depending upon the concentration as indicated by brix% in a vacuum pan sugar factory.
- iii. Sugar for this purpose shall mean white or off-colour or moist sugar having pol percent not less than 98.0 produced by vacuum pan process.
- iv. B-Heavy molasses shall mean the molasses obtained as a result of curing of B-masseccuite and having purity not less than 50 and 48 in case of plantation white sugar produced by Double Sulphitation Process and raw sugar produced following Defecation Process of Clarification respectively.
- v. Grains shall mean maize, damaged food grains like broken rice, surplus rice sourced from FCI, the rice being provided under Open Market Sale Scheme (OMSS).

Part-II

General Recommendations:

- i. During sugar season/ethanol year 2022-23, the vacuum pan sugar factories & ethanol units to obtain a process validation report from technical institute viz. National Sugar Institute (NSI), Kanpur/Vasantdada Sugar Institute (VSI) Pune or any technical institute designated by State Government. For the subsequent years, such validations shall be required, if no such validation has been carried out earlier, in case of any changes in the guidelines or changes made by the


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- sugar factories & ethanol units at their end with respect to processing system and feed stock.
- ii. The process validation report is to be provided to the State Excise officials or any competent authority as designated by State Government by the concerned unit.
 - iii. The validating agencies shall provide a copy of validation report to Directorate of Sugar & Vegetable Oils, Department of Food & Public Distribution, Krishi Bhawan, New Delhi within a fortnight of undertaking the onsite validation.
 - iv. The validating agencies shall provide a copy of validation report to Ministry of Petroleum and Natural Gas, Shashtri Bhawan, New Delhi within a fortnight of undertaking the onsite validation.
 - v. The ethanol produced through different routes i.e. B-heavy molasses, cane juice, sugar syrup and sugar or from grains such as maize, damaged food grains like broken rice, surplus rice sourced from FCI is to be certified by the concerned state excise department or any authority as designated by State Government with unique serial no. for proper identification. Such certificate for grains shall clearly indicate the type of grain used i.e. Maize or corn, damaged food grains or surplus rice sourced from FCI.
 - vi. In case of a vacuum pan sugar factory, if two separate processing streams from cane crushing to sugar bagging and molasses storage are available and proper recording of data of two streams with respect to quantities & qualities is made, factory may divert two different class of feed stocks from two streams.
 - vii. The quality of the ethanol produced by any of the routes should conform to the desired specifications as per IS 15464 (2022): Anhydrous Ethanol for use in Automotive Fuel or as per the requirement of OMC's. As specified in their tender document, the ethanol content % by volume shall not be below 99.6 at 15.6 deg. C.
 - viii. The distilleries i.e. ethanol units shall be operated with one type of feed stock at a time i.e.
 - a. C-Hy molasses
 - b. B-Hy molasses
 - c. Sugarcane juice/ Sugar syrup/Sugar.
 - d. Surplus rice sourced from FCI
 - e. Damaged Food Grains like broken rice and
 - f. Maize

However, in case of ethanol unit having two identifiable processing streams, they may use different class of feed stocks for the two streams subject to proper recording of data of two streams with respect to quantities & qualities.

- ix. The validating agency shall specify the loss in sugar recovery due to diversion, sugar recovery during the diversion and estimated sugar recovery considering no diversion of juice/syrup or B Heavy molasses so as to facilitate calculation of FRP for sugarcane etc.


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Part-III

A. Diversion of B-Hy Molasses:

1. The C-Hy and B-Hy Molasses from respective centrifugals to be collected in separate receiving tanks i.e. "run off tanks". The C-Hy molasses and B-Hy molasses "run off" and storage tanks should have proper identification labelling in different colours e.g. for C-Hy molasses the labelling may be in darker brown, whereas, for the B-Hy molasses it can be lighter brown. Similar colour coding to be provided for their respective pipe lines in the sugar factory wherever used.
2. Separate pumps with no interconnecting pipe lines to be used for both types of molasses so as to send them to the respective storage tanks available in the vacuum pan sugar factory having proper identification marks. Under the normal circumstances, no underground pipelines shall be used for the purpose.
3. While diverting B-Hy molasses, boiling of C or other down the line massecuite shall not be allowed. Separate storage facilities to be provided for C-Hy & B-Hy molasses and any intermixing of the two different qualities of molasses shall be avoided. However, during the period when B- Heavy molasses is diverted, the vacuum pan sugar factories are allowed to use the existing C-Heavy molasses storage facilities subject to validation of their storage plan by NSI/VSJ or any competent authority as designated by State Government and with prior information/approval of the state excise officials.
4. If a vacuum pan sugar factory envisages on & off switching to B and C massecuite boiling during the season, earmarked plant and machinery for the two quality of massecuites shall have to be used and use of C massecuite pans, crystallizers and curing facilities etc. shall not be allowed for B massecuite. However, if no C massecuite boiling is to be undertaken during the entire season, the same may be allowed.
5. Maxwell Bolougne type weighing scales or load cell based weighing system etc. to be provided to ascertain the respective molasses sent out of the process house of the sugar factory to the respective storage tanks. Alternatively, the factories may use calibrated mass flow meters with check weighment facility.
6. Like wise to measure and record the consumption of the two types of molasses for ethanol production, separate system for the liquidation to be provided in the respective storage tanks having separate pumps with a Maxwell Bolougne type weighing scale or load cell based weighing system or installing calibrated mass flow meters in the discharge line with check weighment facility. After the flow meters or weighing system, the molasses may be sent out through a common line.
7. Proper recording of production, dispatch of each type of molasses is to be made in separate log books on two hourly basis while stock taking to be made on day to day basis by the vacuum pan sugar factory.
8. In case, the vacuum pan sugar factory gives an undertaking to produce and divert only B- Heavy molasses, the distilleries as per para (3) may be allowed to use the existing C-Heavy molasses storage and ethanol storage facilities with prior information/approval of the state excise officials or any competent authority as designated by State Government.



9. The important quality parameters viz. Brix, Purity, TRS (Total reducing sugar) content of B-Hy molasses sent from the processing house to be recorded on day to day basis by the sugar mill. Such analysis is also to be carried out and recorded by the vacuum pan sugar factory at the time of dispatch from the storage tanks and by the distillery at the time of its use.
10. B-Hy molasses purity shall not be less than 50 and 48 in case of plantation white sugar produced by Double Sulphitation Process and raw sugar production by Defecation Process of Clarification respectively. An allowance of up to -2% in the purity of B Hy molasses may also be considered if the molasses is kept in storage tanks for over 45 days. For the purpose of sampling, samples of B-Hy molasses shall be drawn both from run off-tank & molasses storage tank for which suitable sampling/tapping points to be provided. Factories undertaking B-Hy diversion shall get the process and figures of molasses diversion validated from NSI/VSI or any competent authority as designated by State Government during each ethanol supply year.
11. The distillery i.e. ethanol unit, to record consumption and stock of molasses, production of ethanol as well as distillation and fermentation efficiency of the plant on daily basis. The distillery i.e. the ethanol unit shall also be required to analyze and record the data with respect to quality of the molasses, including apparent purity and total sugar content on day to day basis. The samples of C-Hy or B-Hy molasses for different parameters and for ethanol content, shall be got analysed once in a fortnight by of NSI/VSI or any NABL accredited laboratory or any competent laboratory as designated by State Government and a record of the same shall be kept. In case of procurement of B-Hy molasses by the ethanol unit from other vacuum pan sugar plants in addition to integrated vacuum pan sugar plant, complete record of the same viz. source, quantity & quality shall be kept. The B-Hy molasses purity should be recorded by vacuum pan sugar factories while sending it out of the process house to storage tank and also when it is transferred to integrated ethanol unit or sold.
12. It would be essential to weigh and record the quantity of molasses used and ethanol produced from such molasses to ascertain the yield and potential.
13. Due to the diversion of intermediate molasses i.e. B-Hy molasses instead of the conventional final molasses i.e. C-Hy or C-molasses, additional sugar loss is bound to occur resulting in lowering of sugar recovery by the factory but enhancing the ethanol production. Thus, sugar recovery should be estimated by using the following formula:

$$\text{Sugar Recovery \% Cane} = \text{Pol in Mixed Juice \% Cane} \times \frac{(J - 35.60) K}{0.644J}$$

(Where J is the purity of mixed juice and value of K may be considered as 1.002 for deemed production of plantation white sugar).

14. Vacuum pan sugar factories having distillery or those not having re-distillation facility, such factories may be allowed divert /transport/sale B Heavy molasses for re-distillation to other distillery for Ethanol production. However, necessary



certification from regional state excise/concerned state officials may be necessary and required registration in supply chain management portal/information to concerned agencies shall be essential.

15. In case of trade/sale/diversion of B-Heavy molasses as per para 12 above, proper recording of dispatch & receipt with respect to quality (Brix%, Purity and TRS%) & quantity to be maintained by the seller and the purchaser. For a standalone distillation unit undertaking ethanol production, relevant guidelines as in the case of distilleries integrated with sugar factories in respect of storage, weighment, colour coding, maintenance of records, quality of B-heavy molasses shall be applicable & validation of the process by NSI/VSI or any other competent authority as designated by State Government shall also be applicable.
16. The vacuum pan sugar plant selling the B-Hy molasses in open market shall also be required to get the process validated by above mentioned authorities.
17. The vacuum pan sugar units undertaking diversion of B Hy molasses shall submit every month a consolidated statement about quantity of B Hy molasses produced, quantity of B Hy molasses %cane, quantity diverted/sold, quality in terms of purity and total reducing sugar content to the same agency which validates the process. Similarly, data shall be submitted by the ethanol units with respect to quantity of B Hy molasses utilized during the month, quality in terms of brix, purity and total reducing sugar content, ethanol produced, yield of ethanol/ton of B Hy molasses to the same agency which validates the process every month.

B. Diversion of Sugarcane Juice/ sugar syrup:

1. Separate calibrated mass flow meters or load cell based weighing scales of appropriate capacity shall be provided in vacuum pan sugar factories to ascertain the quality and quantity of juice/syrup diverted for ethanol production.
2. In case of partial diversion, no any interconnecting pipe lines/by-pass arrangement shall be used. The juice/syrup diverted to the ethanol unit shall be stored in separate storage tanks having proper identification marks with the storage tanks and pipelines in yellow colour. Under the normal circumstances, no underground pipelines shall be used for the purpose of delivering the juice/syrup.
3. Proper recording of juice/syrup dispatches to be made in log books by the vacuum sugar factory. Recording of juice/syrup received, its consumption, ethanol production, distillation and fermentation efficiency shall be made on daily basis, by the distillery. In case of procurement of juice/syrup by the ethanol unit from other vacuum pan sugar plant in addition to integrated vacuum pan sugar plant, complete record of the same viz. source, quantity & quality wise per lot procured shall be kept. The same procedure shall be followed by stand-alone ethanol units to get the process validated from NSI/VSI or any competent authority as designated by State Government during each ethanol supply year. The vacuum pan sugar plant selling the sugarcane juice/syrup in open market shall be required to get the process validated by above mentioned authorities.
4. Important parameters with respect to quality of diverted juice/syrup viz. Brix, Purity, TRS (Total reducing sugar) content to be recorded on four hourly basis by



the sugar factory and distillery. In case, the vacuum pan sugar factory opts for converting the form of juice or syrup through inversion & concentration etc., the validating agencies shall validate the process for its suitability, possible ethanol yield & any possible difference in two cases.

5. In case of entire juice/syrup diversion, estimated sugar recovery may be calculated by using the following:

$$\text{Sugar Recovery \% Cane} = \text{Pol in Mixed Juice \% Cane} \times \frac{(J - 35.60) K}{0.644 J}$$

(Where J is the purity of mixed juice and value of K may be considered as 1.002).

6. In case, the sugar factory undertakes partial diversion of juice/syrup, the sugar recovery shall be calculated by taking into account i.e. factorizing, the quantity of juice/syrup diverted and actual purity of final molasses being obtained.
7. The vacuum pan sugar units undertaking diversion of sugarcane juice/syrup shall submit every month a consolidated statement about quantity of juice/syrup produced & diverted or sold, quantity of juice/syrup %cane, quality in terms of purity and total reducing sugar content to the same agency which validates the process. Similarly, data shall be submitted by the ethanol unit with respect to quantity of sugarcane juice/syrup utilized, quality in terms of brix, purity and total reducing sugar content, ethanol produced, yield of ethanol/ton of sugarcane juice or syrup to the same agency which validates the process, every month.

C. Diversion of Sugar:

1. Proper accounting shall be maintained for sugar dispatches by the vacuum pan sugar factory and consumption of sugar by the distillery on day to day basis.
2. Necessary sugar mingler, melter etc. shall be provided in the distillery along with mass flow meters and check weighment system so as to ascertain flow of sugar melt into the process.
3. Sugar shall be processed exclusively or along with sugarcane juice or sugar syrup only.
4. While processing such sugar along with other feed stocks, proper accounting shall be maintained about sugar dispatches by the vacuum pan sugar mill and consumption of sugar and other feed stock by the distillery on day to day basis.
5. The vacuum pan sugar mill shall also maintain account of sugar diverted for production of ethanol while calculating the sugar recovery
6. The data regarding receipt of sugar, ethanol production, dispatch and in stock, fermentation and distillation efficiency shall be recorded by the ethanol unit on day to day basis.
7. The ethanol unit, integrated with sugar unit or standalone shall submit a work plan for arriving at ratio of sugar to other feed stocks which will require validation by NSI/VSI or any competent authority as designated by State Government. The ethanol unit shall keep a complete record of source of procurement of vacuum



pan sugar, quantity consumed alone or with other feed stocks, quality of sugar and shall submit details on monthly basis to the same agency which validates the process.

D. Diversion of Specially Denatured Spirit for Ethanol Production:

1. In case a standalone ethanol unit resorts to conversion of Specially Denatured Spirit made from cane juice/syrup/B Heavy molasses/Sugar for production of ethanol, it would be necessary to validate the process through NSI/VSI/other competent authority at the end of sugar factory(s) undertaking diversion of Cane juice/Sugar Syrup/B Heavy molasses/Sugar, distillery(s) producing specially denatured spirit from such diverted stream and also at the end of standalone unit converting such spirit to ethanol.
2. The other modalities mentioned in earlier paragraphs viz. recording of data with respect to purchase and sale, quantity and quality of feed stock & ethanol produced, operational conditions, colour coding and storage etc. shall have to be adhered to by the participating units.
3. Necessary certification from regional state excise/concerned state official shall be necessary and required registration in supply chain management portal/information to concerned agencies shall be essential.
4. Proper recording of dispatch & receipt with respect to quality of feed stock i.e. cane juice/syrup/B Heavy molasses/Sugar (Brix%, Purity and TRS%, as applicable) & quantity to be maintained by the seller and the purchaser. In addition to this such records with respect to quality and quantity of Ordinary Denatured Spirit (ODS) to be maintained by the seller(s) and the purchaser.

E. Utilization of Grains for Ethanol Production:

1. Adequate storage facilities viz. silos of appropriate capacity shall be provided in case the ethanol units envisage production of ethanol by using surplus rice sourced from FCI, damaged food grains like broken rice and maize for separate storage of each type of feed stock.
2. Proper accounting for each type of feed stock with regard to source, quantity procured, consumed and in stock shall have to be maintained. Proper records with respect to procurement of each type of feed stock viz. tax/sale invoices etc. shall be maintained.
3. To facilitate the same, the unit shall ensure availability of lorry or other suitable weighbridges to be calibrated from time to time. A record of the calibration shall have to be maintained.
4. The ethanol unit shall also maintain a record of important quality parameters viz. starch, protein and moisture content etc. in the raw material for different lots and also on day to day basis.
5. The data regarding ethanol production, dispatch and in stock, fermentation & distillation efficiency and yield of ethanol per ton of feed stock shall be recorded by the ethanol unit on day to day basis.



6. The ethanol unit shall process one category of feed stock at a time. In case of dual feed stock based ethanol units (working on feed stocks from sugar units and grains), similar considerations shall be applicable.
7. Separate ethanol storage capacities shall have to be provided for ethanol produced from different feed stocks i.e. surplus rice sourced from FCI, damaged food grains like broken rice and maize. In case of dual feed stock based ethanol units (working on feed stocks from sugar units and grains), similar considerations shall be applicable.
8. Such ethanol units to get the process validated from NSI/VSI or any competent authority as designated by State Government during each ethanol supply year for the above and ensure production of ethanol with DDGS as being the by-product.

F. **Storage capacity of Molasses and Ethanol Tanks:**

The ethanol units shall ensure availability of adequate storage capacity to commensurate their operational capacities. These may be considered as 45 days for ethanol and 60 days for molasses in case of standalone ethanol units. For ethanol units integrated with sugar units, these may be considered as 45 days and 30 days for ethanol & molasses respectively. The storage tanks may be allowed to be interchangeably used with due permission of excise or concerned state officials.



General Purchase Conditions

Date: 01.11.2022

The following conditions shall be applicable for all Non Hydrocarbon 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
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
44. BUILDING AND OTHER CONSTRUCTION WORKERS CESS

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.

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, 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. In case any of the supporting documents (either technical or financial) are not in English language, then the English translation copy of the same shall also be furnished duly certified, stamped and signed by local Chamber of Commerce of bidder's country or Indian embassy in bidder's country or their embassy in India.

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 GST registration in the concerned State as applicable and vendor shall quote their GSTIN number in the quotation wherever required.

6.1 GST:

- 6.1.1. GST 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 GST applicable at

present. Any upward variation in GST rates, beyond the contractual delivery period, shall be to vendor's account.

- 6.1.2. In case GST is not applicable at present: In case GST gets levied due to change in turnover of Vendor/Supplier, shall be borne by the vendor/supplier. If GST becomes applicable due to change in the law in future, the same will be borne by vendor subject to 6.1.1. In case of change in stand of vendor/supplier about applicable rate of GST towards higher side, the same will not be payable.
- 6.1.3. Owner shall take Input Tax Credit of the GST paid on the material supplied for both GST and cess component as applicable and accordingly GST / Cess should be quoted separately wherever applicable.

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

- 6.1.4 The vendor shall take steps viz. mention relevant GSTIN of BPCL in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit.

Deferment of GST Amounts shall be done for those vendors who have got instances of open mismatches due to non-compliance. Open mismatches refer to cases whereby OWNER could not claim the GST Input Tax Credit in the month of payment of invoice due to non-compliance/ delayed compliance by the VENDOR. Accordingly, Over and above any payment term mentioned in the tender including that mentioned in the GPC/GCC, payment to VENDOR by OWNER for the basic amount (i.e. amount excluding GST) shall be made as mentioned in GPC/GCC or as mentioned anywhere else in the tender as applicable. However, GST amount of the Invoices shall be paid only after the amount gets reflected in the return (GSTR-1 Return of outward supplies/GSTR- 3B) submitted by the vendor on GSTIN portal (GSTR 2B of OWNER) to the satisfaction of OWNER. Till such time GST amount with correct details is reflected in GSTIN portal to satisfaction of OWNER, amount shall be withheld by OWNER.

Over and above, VENDOR is also required to issue e-invoice if the same is applicable to the OWNER. In absence of GST e-invoice, any loss of Input Tax Credit to the OWNER shall be indemnified by the VENDOR.

Deferment of GST amounts to the vendors are subject to compliance of any applicable Act.

- 6.1.5 In case of vendors for whom deferment of GST amounts were not done, Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax law including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the timelines as per applicable laws.
- 6.1.6 Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER.

6.2 FREIGHT:

- 6.2.1 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.

- 6.3. 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.
- 6.4. 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.
- 6.5. 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 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 or as specified in the Special Purchase Conditions. Materials shall be inspected as per scope of inspection by TPIAs which are registered under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website as on the date of Inspection of Goods. The link is as below:
http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php
- 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 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 anyway 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 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 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: Vendor's Name

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 for both modes of shipment viz. Sea and/or Air: Foreign Supplier shall obtain the shipping documents in seven complete sets including three original stamped copies of the Bill of Lading / Airway bill as quickly as possible after the shipment is made, and airmail/send scanned copies by e-mail as shown below so that they are received at least three weeks before the Vessels arrival or immediately in case of Air shipment. 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.

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</u>
Bill of Lading/Airway Bill	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, GST, Freight, Inspection Charges, Supervision of Installation & Commissioning and other taxes & levies, loading etc., if any, reduced by Input tax Credits 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.
- 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) GST 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 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 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 warranty 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:

- (a) Branches of Indian scheduled banks operating in their Country.
- (b) Foreign bank operating in their Country which is counter guaranteed by branches of Indian scheduled banks operating in their Country/ India.
- (c) Indian branches of foreign banks.
- (d) 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:

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).

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

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

- a. The issuing bank is on SFMS platform
- b. SFMS Message type used is 760 COV and SFMS Delivery report/ Message copy is sent along with original BG
- c. For BG amendment, message type 767COV is to be used.
- d. SFMS contains following details:
 - i. Beneficiary's bank name: ICICI Bank
 - ii. IFSC Code: ICIC0000393
 - iii. BPCL'S Customer 1D: 8PCL583493800
- e. BG Issuing Bank should send the BG Issuance advice through SFMS to BPCL's designated Banker: ICICI Bank, Backbay Branch, Mumbai (IFSC: 1CIC0000393).
- f. BG Issuance advice should mention applicable Unique Identifier Code (U1C) in row/ field number 7037 of SFMS Delivery Report.
 - a. BPCL Location : Kharghar , Navi Mumbai
 - b. Head office : Ballard Estate
 - c. UIC : BPCL583493800
- g. The Original BG should be submitted along with print out of SFMS Delivery report from the BG Issuing Bank Branch.
- h. SFMS BG will help in faster verification of BGs and prompt release of payments to Vendors.

15. **PACKING & MARKING:**

15.1 **PACKING:**

- 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/airworthy packing for ocean/air 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 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.
- 15.1.13 Pipes shall be packed as under:
- (a) Upto 50mm NB in wooden cases/ crates.
 - (b) Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
 - (c) 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) Consignee Name & Address
- c) Vendor Name
- d) Batch no with manufacturing date
- e) Procedure (in brief) for handling
- f) Date of dispatch etc.
- g) Expiry Date, if applicable

- 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

- 18.1. Transit Insurance shall be covered by BPCL against its Mega Package Policy only where risk/reward has been transferred to BPCL.
- 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/airway bill 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.
- 18.3. 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.
- 18.4. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of e-mail to Bharat Petroleum Corporation Limited, (with detailed address as given in Special Purchase Conditions and/or purchase order) 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 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 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
- (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 _____(Region/HQ from where the tender has been floated)
- (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.

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between the Central Public Sector Enterprises (CPSEs)/Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments*), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in DPE OM no.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

(* The exclusion would also include disputes concerning GST, State level Sales Tax / VAT etc; though not mentioned explicitly)

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 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.

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:

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

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

- Self-attested copy of all the pages of the EM-II certificate/Udyog Adhar Memorandum issued by the appropriate authorities mentioned in the Public procurement policy of MSEs-2012 and
- Vendor's declaration/affidavit in their organization/Company letter head, stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.

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 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 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:

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 :

1. Purchase Order
2. Detailed letter of Acceptance along with its enclosures
3. Letter of Award / Fax of Acceptance
4. Job Specifications (specific to particular job only)
5. Drawings
6. Special Purchase Conditions (SPC)
7. Technical Specifications
8. Instructions to Bidders
9. General Purchase Conditions (GPC)
10. 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 :-

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

and / or

b. 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.

44. BUILDING AND OTHER CONSTRUCTION WORKERS CESS:

a. Bidders to note that under Building and other Construction Workers Welfare Act (Re&CS) Act 1996, Cess is applicable to contracts executed outside Factory Area (e.g. construction of new industrial installation, office & residential buildings etc.) as per the provisions applicable under 'The Building and Other Construction Workers Welfare Cess Act 1996'.

b. The contractor must be registered with the concerned authorities under the Building and other Construction Workers" (RE&CS) Act, 1996 or in case of non-registration; the contractor should obtain registration within one month of the award of contract.

c. The contractor shall be responsible to comply with all provisions of the Building and Other Construction Workers" (RE&CS) Act, 1996, the Building and other Construction Workers" Welfare Cess Act, 1996, the Building and other Construction Workers" (RE&CS) Rules, 1998 and the Building and other Construction Workers Welfare Cess Rules, 1998.

d. Cess, as per the prevailing rate (presently 1%), shall be deducted at source from bills of the contactors by the Engineer-in-Charge and remitted to the "Secretary, Building and other Construction Workers Welfare Board" of the concerned State.

e. The contactor shall be responsible to submit final assessment return of the Cess amount to the assessing officer after adjusting the Cess deducted at source.

BPCL

VENDOR

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

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 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 anywise 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 of 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.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

General Instructions to vendors for e-tendering

1. 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://bpcltenders.eproc.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://bpcltenders.eproc.in>.
2. For registration on the e-tender site <https://bpcltenders.eproc.in>, one can be guided by the “Bidder Manual” 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 email 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. Thereafter, 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 the vendor administrator @ Email Ids given below for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III 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.
4. Corrigendum/amendment, if any, shall be notified on the site <https://bpcltenders.eproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. In case of any corrigendum/addendum issued due to which change in price bid form exists, then in such cases the already submitted bid (before the corrigendum) shall be automatically withdrawn and bidder shall be informed about such change through system generated notification. It is the responsibility of the bidder to resubmit his bid in such cases and no further claims shall be entertained on this account.
6. Vendors are required to complete the entire process online by clicking on **FINAL SUBMISSION & RECEIVING CONFIRMATION OF FINAL SUBMISSION ON SCREEN** on or before the due date/time of closing of the tender:
7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Vendors are advised to log on to the website (<https://bpcltenders.eproc.in>) and arrange to register themselves at the earliest.
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid.
 - (iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again.

However, if the vendor is not able to complete the submission of the changed/revise bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change / revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.

- (v) Once the entire process of submission of online bid is complete, they will get an auto mail from the system stating you have successfully submitted your bid in the following tender with tender details.
 - (vi) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
 - (vii) No manual bids/offers along with electronic bids/offers shall be permitted.
8. For tenders whose estimated procurement value is more than Rs. 10 lakhs, vendors can see the rates quoted by all the participating bidders once the price bids are opened. For this purpose, vendors shall have to log in to the portal under their user ID and password, click on the “dash board” link against that tender and choose the “Results” tab.
 9. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to vendors for any interruption or delay in access to the site irrespective of the cause. It is advisable that vendors who are not well conversant with e-tendering procedures, start filling up the tenders much before the due date /time so that there is sufficient time available with him/her to acquaint with all the steps and seek help if they so require. Even for those who are conversant with this type of e-tendering, it is suggested to complete all the activities ahead of time. It should be noted that the individual bid becomes viewable only after the opening of the bid on/after the due date and time. Please be reassured that your bid will be viewable only to you and nobody else till the due date/ time of the tender opening. The non-availability of viewing before due date and time is true for e-tendering service provider as well as BPCL officials.
 10. BPCL and/or the e-procurement service provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc.

In case of any clarification pertaining to e-procurement process, the vendor may contact the following agencies / personnel:

1. For system related issues:

M/s. C1 India Help-Desk contact details:

Details of helpdesk team are available under the “ [Contact Us / Helpdesk](#) ” Page available on the e-procurement portal

Website Link : <https://bpcltenders.eproc.in/Product/publicDash>