



**HAR EK KAAM
DESH KE NAAM**

QUANTITY BIDDING FOR SUPPLY OF DENATURED ANHYDROUS ETHANOL AT OIL MARKETING COMPANIES (OMCs) LOCATIONS FOR THE ESY 22-23



**INDIAN OIL CORPORATION LIMITED
BHARAT PETROLEUM CORPORATION LIMITED
HINDUSTAN PETROLEUM CORPORATION LIMITED**

INVITE

QUANTITY BIDDING FOR

**SUPPLY OF AROUND 651 CRORE LITRES OF
DENATURED ANHYDROUS ETHANOL AT OIL
MARKETING COMPANIES (OMCs) LOCATIONS
FOR THE ESY 22-23**

**SYSTEM ID - 6683 DATED 18.10.2022
TENDER REFERENCE NO. - 1000393915 (C-1)
ONLINE PRE-BID MEETINGS - 21.10.22 @ 11:00 & 15:00 HRS.
DUE DATE & TIME - 31.10.2022@11:00 HRS.**



QUANTITY BIDDING FOR SUPPLY OF DENATURED ANHYDROUS ETHANOL AT OIL MARKETING COMPANIES (OMCs) LOCATIONS FOR THE ESY 22-23

E tender No: 6683

18.10.2022

Dear Sir/Madam,

SUBJECT: SUPPLY OF AROUND 651 CRORE LITRES OF DENATURED ANHYDROUS ETHANOL AT OIL MARKETING COMPANIES (OMCs) LOCATIONS FOR THE ESY 22-23

1. You are invited to submit your offer of quantities in KL for supply of Denatured Anhydrous Ethanol for period 01.12.2022 - 30.11.2023 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, CHANGE IN DISTILLERY, NEW FEEDSTOCK & CORRECTIVE MEASURES | Annexure IV |
| V. | GENERAL INSTRUCTIONS TO VENDORS FOR E-TENDERING | Annexure V |
| VI. | GENERAL PURCHASE CONDITIONS | Annexure VI |

3. While submission in Eproc Portal bidder is required to fill in the mandatory declaration part & quantity bid form as well. Details are given below: -

| Sr. no. | Bid Common Forms | ACTIONS REQUIRED AT BIDDER END WHILE SUBMITTING BID IN EPROC |
|---|---|---|
| ETHANOL QUANTITY BID FORM | | |
| I | QUANTITY BID FORM (All 04 Quarters) | Online form to be filled up; Bidders are requested to quote Quantities, only in the cells, wherever they wish to quote. Other cells can be left blank. No need to put zero. |
| BID COMMON FORMS - QUANTITY BID ETHANOL DECLARATIONS | | |
| I | Declaration for Quantity Bid | Online confirmation |
| II | BPCL's Holiday Listing Policy and Bidder's Declaration | Online confirmation |
| III | COMPLIANCE OF RESTRICTIONS FOR COUNTRIES WHICH SHARE LAND BORDER WITH INDIA | Online confirmation |
| IV | INTEGRITY PACT DECLARATION | Online confirmation |
| V | Plant Capacity in KLPD (Numeral up to 3 digits only) | Online form to be filled up |



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BIDDERS TO TAKE A NOTE OF THE FOLLOWING: -

- To avoid congregation of bidders at one place, pre bid meeting will be conducted on 21st October 2022 at 11:00 hrs & 15:00 hrs. through Video Conference through Microsoft Teams application. (Link of the same is given below, pl. Copy & paste the below given link in browser.

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZDFmMmFiZmYtZDRiNS00ODlhLTk5NDktZTU4MzcxNzhjNTEz%40thread.v2/0?context=%7b%22Tid%22%3a%222222f3a7c-d45e-4818-9aa4-33d44420ec32%22%2c%22Oid%22%3a%228f87b268-1689-4932-86d8-12cb5c34e859%22%7d

- 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 EOI 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.

Thanking you,

Yours faithfully,

FOR OIL MARKETING COMPANIES

Sd/-

Procurement Leader – Group 8, CPO (Mktg.)



QUANTITY BIDDING FOR SUPPLY OF DENATURED ANHYDROUS ETHANOL AT OIL MARKETING COMPANIES (OMCs) LOCATIONS FOR THE ESY 22-23

Bharat Petroleum Corporation Limited

ANNEXURE –I: QUANTITY BID DETAILS & DECLARATIONS

Filling Quantity Bid: Bidders shall quote Ethanol quantities to be supplied by them against the requirement of OMCs, location wise, feedstock category wise for the period of 1st December 2022 to 30th November 2023 in this quantity bid.

Quantity bids for the ESY 2022-23, period of 1st December 2022 - 30th November 2023 are being opened for registered bidders as per long term ethanol procurement policy.

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

ESY Quarter 1 (Q1): December 2022, January 2023 & February 2023

ESY Quarter 2 (Q2): March 2023, April 2023 & May 2023

ESY Quarter 3 (Q3): June 2023, July 2023 & August 2023

ESY Quarter 4 (Q4): September 2023, October 2023 & November 2023

The allocated quantities under this EOI shall be procured as per the published rates of Ethanol during ESY 22-23 as decided by GOI / OMCs.

Ethanol produced from different feed stocks namely Sugar Cane Juice, Sugar, Sugar Syrup/B Heavy Molasses/ C Heavy molasses /Damaged Food Grains/ Maize/ Surplus Rice sourced from FCI being procured by OMCs and same has been mentioned in quantity bid form. Bidders must select the location(s) and offer their quantity for the selected location(s) under the respective category for the respective period. Bidders cannot offer total quantity more than the requirement for that location. The total/combined quantity offered by the bidder in this Quantity Bid shall not exceed their total licensed capacity. Accordingly, bidders need to agree to the following online declaration:



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"I/we confirm that the total quantity offered at one or more locations from a particular distillery/Sugar Factory does not exceed the licensed capacity of that distillery/Sugar Factory.

Further, I/we understand that if it is found that I/we have offered excess quantity than the licensed capacity of that distillery/Sugar Factory, then my/our declaration shall be treated as submission of a false document and appropriate action as per EOI conditions would be initiated by OMCs."

Bidders need to enter the following in the quantity bid form

- Address of Bidder's Distillery/ Sugar factory
- Distillery / Sugar factory State
- Quantity** offered at OMC locations in Kilo Liters (KL) for one or more quarter.
- Bidder may choose to quote quantities for supply of ethanol from one or more feed stock. Please note that Dedicated Ethanol Plants (DEPs) can quote only for the feed stock mentioned in LTOA.
- Production capacity of the plant in KL per Day

****Minimum quantity of 100 KL must be offered per location per quarter.**



QUANTITY BIDDING FOR SUPPLY OF DENATURED ANHYDROUS ETHANOL AT OIL MARKETING COMPANIES (OMCs) LOCATIONS FOR THE ESY 22-23

ANNEXURE –II: ETHANOL & TRANSPORTATION RATE, TAX DETAILS

A. ETHANOL RATES

OMCs are guided by MOP&NG circulars/ PIB notifications regarding prices of ethanol for EBP Program. The rates of ethanol for the ESY 2022-23 is awaited from MOPNG/OMC pricing committee and shall be notified in this EOI.

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

The allocated quantities under this EOI shall be procured as per the prevailing rates of Ethanol during ESY 22-23 as decided by GOI / OMCs.

B. TRANSPORTATION RATES

The following transportation rates shall be applicable for supply of ethanol during ESY 22-23:

| Slabs* (One way distance in KM) | Transportation Rates (Rs. /KL) # |
|--|---|
| 0 to 75 | 166 |
| >75 to 200 | 385 |
| >200 to 300 | 684 |
| >300 to 400 | 958 |
| >400 to 500 | 1236 |
| >500 to 600 | 1510 |
| >600 to 700 | 1785 |
| >700 to 800 | 2060 |
| >800 to 900 | 2564 |
| >900 to 1000 | 2865 |
| >1000 to 1100 | 3387 |
| >1100 to 1200 | 3710 |



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| | |
|-------|---|
| >1200 | Per KL rate shall be Rs. 3710 + 2.68/KL/KM for additional KM beyond 1200 KM |
|-------|---|

Notes:

#These rates are based on benchmark rate as on 15.08.2022 (average RSP of Diesel in Mumbai for the period from 16.05.2022 to 15.08.2022) and shall be considered as last revision benchmark rate.

** Distance slabs of the distillery unit of Bidders is the one-way distance in KM, between nearest OMC in-gate and the Distillery unit's out-gate taken as per google API.*

Escalation clause linked with HSD rate is applicable on above mentioned transportation rates.

The transportation rates under above slabs shall be revised by OMCs on quarterly basis.

The formula for the same shall be as under:

Inc. in Rs. /KL / Km = Increase/decrease in 1 Litre of HSD RSP at Mumbai incl. of taxes / 20 KL x 3.5.

The transportation rates shall be reviewed / revised on quarterly basis (ESY) if there is a variation of minimum 2% in Diesel rates from last revision benchmark rate.

Benchmark rate as on 15th of the preceding month of ESY quarter shall be considered for revision in transportation rates in subsequent quarters. Thus, Benchmark rate as on 15.11.2022 (average RSP of Diesel in Mumbai for the previous 3-month period i.e., from 16.08.2022 to 15.11.2022) shall be considered for rate revision for Q1 ESY 2022-23.

Similarly, benchmark rate for revision will be the average RSP of Diesel in Mumbai for previous 3 months as described here under

- 16.11.2022 to 15.02.2023 (For ESY quarter Q2)
- 16.02.2023 to 15.05.2023 (For ESY quarter Q3)
- 16.05.2023 to 15.08.2023 (For ESY quarter Q4)

Goods and Service Tax (GST) in %: GST @5% is applicable for HSN code 2207 for Ethanol.



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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.

The differential transportation cost arising out of revision in transportation rate for contracts already made shall be settled by OMCs thru separate POs or by any other process as decided by individual OMC. Ethanol Suppliers will raise separate bills on OMCs for the differential transportation cost arising out of revision in transportation rate during the period of contract, if any, or as advised by OMCs in this regard.



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ANNEXURE-III: EVALUATION / ORDER AWARD CRITERIA

A. 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 1st preference of allocation up to design capacity as accepted by OMCs post evaluation of DEP application on best endeavour basis as per allocation criteria mentioned in the EOI.

For those DEPs, who have supplied quantity in ESY 21-22, the quantity offered in ESY 22-23 should be at least equal to the annual offtake quantity as mentioned in the LTOA.

The DEPs who offer quantity during ESY 22-23 in this /subsequent EOIs and have not supplied any quantity in ESY 21-22, the quantity offered in ESY 22-23 should be at least equal to the annual offtake quantity / prorated annual offtake quantity as mentioned in the LTOA. Prorata annual offtake quantity shall be calculated basis the due date of quantity bid opening.

In case DEPs offer less than the annual offtake qty / prorated annual offtake qty as mentioned in the LTOA, no preferential allocation will be given for such offered quantity.

Unallocated quantity of DEPs, if any, up to design capacity which is left out after allocation to locations offered by the DEP, shall be allocated to nearest OMC locations (actual distance) as per requirement of OMCs on their sole discretion on best endeavour basis without seeking any locational preference from DEPs.

Additional Quantity offered, if any, by DEPs beyond design capacity as accepted by OMCs post evaluation of DEP application shall not be considered for preferential allocation. Allocation of this additional quantity offered shall be done as per allocation criteria applicable for non-DEPs

DEP can quote only for the feed stock mentioned in LTOA. Any quantity offered against other feedstock will not be considered for any allocation.

B. 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 criteria mentioned in the EOI.



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Allocation Criteria:

The criteria for allocation of offered quantities from the bidders for ESY 22-23 is as under:

1. Supplies from Within State:

The quantity offers received from bidders (plants located in a particular state) for an OMC location in that particular state would be allocated w.r.t the requirement of OMC locations. The allocation of ethanol from various feedstock shall be made on priority in the same order as listed below:

Category A: Sugarcane Juice/ Sugar / Sugar Syrup

Category B: B-Heavy Molasses

Category C: C-Heavy Molasses / Damaged food grains, Maize, Surplus rice sourced from FCI / Others

1A. All allocations shall be based on least cost of transportation to the location in their own respective categories A, B, or C. If two suppliers fall in the same distance slabs (up to 1200kms) or having same distance (more than 1200kms), allocation would be done based on the ratio of the offered quantities from the respective suppliers, in their respective feedstock categories A, B, or C

1B. If the offered quantities of C-Heavy Molasses / Damaged food grains, Maize, Surplus rice sourced from FCI / Others is more than the requirement of a particular location, the same shall be allocated based on least cost of transportation to the location from the supplier(s) and further in proportion to the quantities offered under various feedstocks by that supplier(s). If the distilleries manufacturing Ethanol from C Heavy Molasses/Damaged Food Grains /Maize/Surplus Rice sourced from FCI/ Others are in the same distance slabs (up to 1200 KMs) or having same distance (more than 1200kms), allocation would be done based on the ratio of the offered quantities from the respective suppliers.

2. Supplies from Outside State:

After allocation of quantity offered by suppliers from within the state, the balance offers from suppliers outside the state for a particular location shall be allocated based on least transportation cost irrespective of the feedstock. If the transportation cost is same for the offers of multiple suppliers/feedstocks for a particular location, then priority will be given to various feedstock as in point 1A and 1B above.



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3. As per EOI terms and conditions, priority of allocation as mentioned above shall be accorded. And within the same feed stock category if there are multiple L1s for any location, the allocation shall be made based on the ratio of their offered quantity if cumulative offered quantity is more than the required quantity. After allocating quantities to L1 bidders for each location, if full requirement for the location is not met; L2 bidders offered quantity will be accepted (till location's requirement is met). This process will be repeated for L3.....Ln bidders.

Example:

- a) Location 1 in State X requires 2200 units of Ethanol.
- b) Supplier A in State X offers 200/500/100/0/0 units of SCJ/BH/CH/DFG/SR respectively for Location 1.
- c) Supplier B in State X offers 500/300/100/0/0 units of SCJ/BH/CH/DFG/SR respectively for Location 1.
- d) Supplier C from State Y offers 0/0/0/300/100 units of SCJ/BH/CH/DFG/SR respectively for the Location 1.
- e) Supplier D from State Z offers 0/0/0/100/100 units of SCJ/BH/CH/DFG/SR respectively for the Location 1.
- f) Supplier E from State Z offers 0/0/0/200/200 units of SCJ/BH/CH/DFG/SR respectively for the Location 1.
- g) Supplier F from State Z offers 0/0/0/200/100 units of SCJ/BH/CH/DFG/SR respectively for the Location 1.
- h) Distance of Distillery of Supplier A is 150km from Location 1 slab >75 to 200 km
- i) Distance of Distillery of Supplier B is 250km from Location 1 slab >200 to 300 km
- j) Distance of Distillery of Supplier C is 450km from Location 1 slab >400 to 500 km
- k) Distance of Distillery of Supplier D is 475 km from Location 1 slab >400 to 500 km
- l) Distance of Distillery of Supplier E is 1300km from Location 1 slab >1200 km
- m) Distance of Distillery of Supplier F is 1350km from Location 1 slab >1200 km

The allocation would be in the following order:

200 SCJ of A + 500 SCJ of B + 500 BH of A + 300 BH of B + 100 CH of A + 100 CH of B + 250 DFG of C + 83.33 SR of C + 83.33 DFG of D + 83.33 SR of D



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If the quantity required for Location 1 were only 1650 units, then the allocation shall be in the following order:

200 SCJ of A + 500 SCJ of B + 500 BH of A + 300 BH of B + 100 CH of A + 50 CH of B

If the quantity required for Location 1 were only 900 units, then the allocation shall be in the following order:

200 SCJ of A + 500 SCJ of B + 200 BH of A

If the quantity required for Location 1 were only 2500 units, then the allocation shall be in the following order:

200 SCJ of A + 500 SCJ of B + 500 BH of A + 300 BH of B + 100 CH of A + 100 CH of B + 300 DFG of C + 100 SR of C + 100 DFG of D + 100 SR of D + 100 DFG of E + 100 SR of E

C. Other Conditions/ details:

Department of Food & Public Distribution (DFPD) would provide a mechanism of certification to differentiate Ethanol produced from Sugarcane Juice/Sugar/Sugar Syrup and B Heavy molasses and grains (maize, damaged food grains/ surplus rice from FCI). OMCs shall pay the rate fixed for ethanol derived from B Heavy molasses and Sugarcane Juice/Sugar/Sugar Syrup and grains (maize, damaged food grains/ surplus rice sourced from FCI) only if the Tank Truck delivering Ethanol from such feedstock is carrying the Certificate/ Document as per prescribed mechanism.

Existing mechanism for certification of ethanol shall prevail till the revised mechanism if any is issued by DFPD at a later date.

In case of Ethanol manufactured from Damaged food grains each TT delivering Ethanol from Damaged Food Grain must carry the Certificate/ Document issued by Excise Authority with unique serial number certifying the feed stock used for production i.e., Damaged food grain of such Ethanol and the invoice should have endorsement from Excise officials with the serial number of the certificate as mentioned above which will be attached along with the consignment.

In case of Ethanol manufactured from maize/ surplus rice sourced from FCI, suppliers are required to submit a certificate stating that the Ethanol has been produced from Maize along with every Tank Lorry carrying Ethanol produced from Maize and supplied to OMC location.



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Bidders may refer to the following link of FCI's food storage Depots to know the State-Wise/ Zone Wise/ District Wise details of food storage depots along with the capacity, Name and contact details of Depot In-charge:
<https://fci.gov.in/storages.php?view=307>

Details of the Nodal officers of Department of Food & Public Distribution, Food Corporation of India & OMCs are given under Notice on e- procurement site.

Escalation/De-escalation formula for rate for ethanol derived from Surplus Rice procured from FCI is given below:

The procurement price of Ethanol from surplus rice will remain unchanged irrespective of any downward revision by FCI in the price of surplus rice.

The procurement price of Ethanol from surplus rice will be calculated as below in case of upward revision by FCI in the price of surplus rice:

$$E = 2.22 \times (X2-X1)$$

$$P2 = P1 + E$$

P2 - Price of Ethanol as on the date of escalation

P1 - Price of Ethanol Fixed by OMC Committee under this EOI (Rs._per Liter)

E - Escalation i.e., $2.22 \times (X2-X1)$

X2 - Price of Surplus Rice supplied by FCI ex. their godown as on (date of consideration)

X1 - Price of Surplus Rice supplied by FCI ex. their godown as on (price considered in tender @ Rs. 22.50/- per Kg.)

D. Diversion of allocated quantity

"On sole discretion of OMCs, vendors may be asked to shift 20% of the allocated quantity of the location to any other location on need basis during the ESY by informing the bidder well in advance."

E. Procurement of additional quantity:

OMCs may procure additional quantity up to 10% over and above the allocated quantity across feedstock categories across locations from the vendor on mutual consent basis.



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F. Provision for allocation in subsequent EOIs for Project Proponents / Suppliers who have signed Long Term Offtake Agreement and offer quantity during the ESY 22-23

The project proponents/ suppliers who have valid Long Term Offtake Agreement and offer quantity during the ESY 2022-23 will be given preferential allocation for supplying Ethanol to the extent of prorated design capacity for the balance period of ESY 22-23. However, the said suppliers are required to register themselves with OMCs for their upcoming plants (including expansion of existing distillery) and participate in the Ethanol Procurement process of OMCs during the ESY 22-23.

In order to meet the above prorated annual off-take quantity as per agreement, if found necessary, the pre-allocated quantities awarded to bidders (other than DEPs) under this EOI may be reduced. Such reduction in allocated quantity will be carried out in the reverse order of EOI allocation criteria, as described below:

1. The allocation made to the farthest existing supplier from the OMC location from outside the state shall be reduced first.
2. If the quantity is not sufficient to accommodate the offtake quantity as per agreement, then allocation from the next farthest existing supplier shall be reduced and so on as per distance of the existing supplier(s) from OMC location.
3. If the quantity reduced from existing suppliers from outside state is not sufficient to accommodate the offtake quantity as per agreement, then the reduction in allocation from the existing suppliers from within the state shall be resorted to.
4. Within the state, the allocation made for ethanol from CHM, DFG, Maize & FCI rice from the farthest existing supplier shall be reduced first.
5. If the quantity is not sufficient, then allocation for ethanol from CHM, DFG, Maize & FCI rice from next farthest existing supplier shall be reduced and so on as per distance of the existing supplier from OMC location.
6. Next, allocation made for ethanol from BHM shall be reduced as explained in step 4 & 5 above.
7. Next allocation made from SCJ shall be reduced as explained in step 4&5 above.
8. The quantity so reduced, endeavor would be made to shift the same to the locations wherever additional Ethanol is required by OMCs



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9. For the above, the distance between OMC location and the existing supplier will be based on the one-way distance slab applicable for transportation rates.

The reduced quantity, as above, may be re-allocated based on mutual consent. In case, re-allocation not acceptable to the existing supplier, the allocation will stand reduced, and the balance quantity after reduction from the original allocation will only be considered for PRC, BG, indents, etc. and not on the original quantity.

The existing supplier will be informed at least one month in advance about the above reduction in the pre-allocated quantity.



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ANNEXURE IV: SECURITY DEPOSIT, PRICE REDUCTION CLAUSE, CHANGE IN DISTILLERY, NEW FEEDSTOCK & CORRECTIVE MEASURES

A. SECURITY DEPOSIT

Security deposit of 03% of basic contract value in the form of BG/ retention of SD amount from initial invoices, for the full allocation of ESY 2022-23 will be given by the successful vendor within one month of issuance of LOI.

In case the successful bidder is unable to meet this condition, the allocation for which SD is not submitted is liable to be withdrawn.

B. PRICE REDUCTION CLAUSE

The modalities for PRC shall be as under:

Monthly pro-rata PO qty shall be applicable to vendor for supplies of ethanol for the contract period. 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 not be applicable if supplier achieves supply performance of a minimum of 90% of the quantity per month as well as achieve supply performance of a minimum of 95% of the quantity on yearly basis.

In case, the vendor does not achieve 90% of the supplies for a particular month, Price Reduction Clause will be applicable for shortfall in supply. However, if the supplier is able to supply 100% of PO quantity /prorata PO quantity based on date of PO in the quarter (keeping the overall lapse due to TT capacity limited up to 12 KL) and OMC location is able to receive such quantity, monthly PRC shall not be applicable on the supplier for that particular quarter.

Price reduction clause will be calculated at the end of ESY 22-23 as below:

Beginning of the first month will be calculated as 15 days from date of issue of LOI or 7 days from the date of issue of PO or date of reporting of first load, whichever is earlier. If the beginning of the first month does not fall on the first day of the calendar month, prorated indent for the balance period of that month would be considered. Consecutive months of the quarter as defined in the EOI shall form the quarter.

An amount equivalent to 03% of the Basic Cost shall be payable by the supplier for the undelivered monthly quantity (90% of Indented quantity less supplied



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quantity on month-to-month basis for all such months, excluding the month(s) in those quarter(s) in which 100% supplies made, or for the undelivered yearly quantity (95% of Indented quantity less supplied during the year), whichever is higher.

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.

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. 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 other state. Quantities so accepted from the alternate distillery, will be allocated by OMCs to the needy locations.
2. Certificate from state excise clearly mentioning the reason for non-supply of Ethanol from the original distillery.
3. Certificate from state excise clearly mentioning the alternate distillery of the supplier from which the pending quantity is proposed to be supplied. This pending quantity supplied by alternate distillery will be adjusted from allocation of original distillery.
4. The transportation rate applicable shall be less than or equal to the rate as per original contract.
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.



QUANTITY BIDDING FOR SUPPLY OF DENATURED ANHYDROUS ETHANOL AT OIL MARKETING COMPANIES (OMCs) LOCATIONS FOR THE ESY 22-23

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.

D. CORRECTIVE MEASURES FOR IMPROVING BLENDING PERCENTAGE

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

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 with regard to this tender may please be referred to below address & phone nos. on any working day during office working hours:

| Contact person for Clarification with regard to tender | Address |
|---|---|
| Mr. Rajesh Gehlot, Procurement Manager, Phone: 022-24176416/9950100035 E Mail: rajeshgehlot@bharatpetroleum.in | Procurement Mgr. /GM Procurement, Central Procurement Organization (Mktg), Bharat Petroleum Corporation Ltd, 'A' Installation, Sewree Fort Road, Sewree (East), Mumbai - 400 015 |
| Mr. Manoj K., GM Procurement, Phone: 022-24176133 /8017523189 E Mail: manojk@bharatpetroleum.in | |

Integrity Pacts submitted against tender reference no. 1000355961 dated 12.08.2020 / 1000377311 dated 24.12.2021 & subsequent EOIs with same tender ref. no. (1000355961 / 1000377311) floated on various dates, are valid for all quantity bids floated against tender reference no. 1000355961 dated 12.08.2020 / 1000377311 dated 24.12.2021 / 1000393915 & subsequent quantity bids with same tender ref. no. (1000355961 / 1000377311 / 1000393915) floated on various dates.



QUANTITY BIDDING FOR SUPPLY OF DENATURED ANHYDROUS ETHANOL AT OIL MARKETING COMPANIES (OMCs) LOCATIONS FOR THE ESY 22-23

Refer any clarification on E-tender/E-EOI/ training / uploading of document on e-procurement site, please contact our service provider M/s C1 India. Details of their contact no. are provided in General Conditions of E-tendering / Contact us / Help desk no. on <https://bpcltenders.eproc.in/>

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: For system related issues:

M/s. C1 India Help-Desk contact details: Global support Email ID: [bpclsupport\[at\]c1india\[dot\]com](mailto:bpclsupport@c1india.com) Toll Free Number : 1800 3000 6668

| Sl. No. | Name | Email ID | Number |
|---------|------------------|--|----------------|
| 1 | Rahul Naik | rahul[dot]naik[at]c1india[dot]com | 1800 3000 6668 |
| 2 | Karan Chauhan | karan[dot]chauhan[at]c1india[dot]com | 1800 3000 6668 |
| 3 | Ujwala Shimpi | ujwala[dot]shimpi[at]c1india[dot]com | 1800 3000 6668 |
| 4 | Diksha Naik | diksha[dot]naik[at]c1india[dot]com | 1800 3000 6668 |
| 5 | Gourav Panthi | gourav[dot]panthi[at]c1india[dot]com | +91 7999313129 |
| 6 | Saranraj Naicker | saranraj[dot]naicker[at]c1india[dot]com | 1800 3000 6668 |
| 7 | Sachin Toraskar | sachin[dot]toraskar[at]c1india[dot]com | 1800 3000 6668 |

General Purchase Conditions

Date:05.09.2022

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

I N D E X

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20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE
21. RISK PURCHASE CLAUSE
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31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT
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33. NEW & UNUSED MATERIAL
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37. ASSIGNMENT
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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 warrantee on the parts, components, fittings, accessories etc. so repaired and / or replaced.

14. PERFORMANCE BANK GUARANTEES:

- 14.1. Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the Performance Bank Guarantee shall be given on a non-judicial stamp paper of appropriate value (currently Rs 100). PBG format is as per Annexure-I.

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

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

- (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 on 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.

Name of Bank: State Bank of India
Branch :CAG Branch, Mumbai
Account No: 11083980831
IFSC Code: SBIN0009995

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: