



EOI No.1000338731(Second Cycle),dated 18<sup>th</sup> Jan2020,System ID 68931

EXPRESSION OF INTEREST (EOI) FOR SUPPLY OF AROUND 253 CRORE LITRES OF ANHYDROUS DENATURED ETHANOL AT OIL MARKETING COMPANIES' (OMC) LOCATIONS FOR THE PERIOD FROM 01.02.2020 TO 30.11.2020(Second Cycle)



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

**Invite**

## **Expression of Interest (EOI)**

**Procurement of Anhydrous Denatured Ethanol for  
Ethanol Supply Year 2019-20 (Second Cycle)**



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### **Special Purchase Conditions**

- 1)** INDIAN OIL CORPORATION LIMITED (IOCL), BHARAT PETROLEUM CORPORATION LIMITED (BPCL), HINDUSTAN PETROLEUM CORPORATION LIMITED (HPCL), Public Sector Enterprises, invite online quantity offers through Expression of Interest (EOI) from **Indigenous manufacturers**, of Anhydrous Denatured Ethanol meeting IS 15464:2004 specifications as detailed in **Annexure-I** to various Depots/ Terminals/Installations of IOCL/ BPCL/ HPCL across the country for the period from **01/02/2020** to **30/11/2020**. IOCL, BPCL & HPCL shall be referred as OMCs-Oil Marketing Companies in this EOI document.
- 2)** Central Procurement Organization (Marketing) Bharat Petroleum Corporation Limited; on behalf of Public Sector Enterprises (PSE) OMCs, intends to procure Indigenous Anhydrous Denatured Ethanol conforming to specification IS 15464:2004 as detailed in the EOI. Ethanol is to be supplied through Tank Truck on delivered basis to the Oil Company Depots/ Terminals as mentioned in the EOI document. The bidders can quote for full or part quantity against requirement in the EOI.

ITEM DETAIL	IOC	BPC	HPC	TOTAL
Ethanol manufactured from Sugar Cane Juice /Sugar/Sugar Syrup/B Heavy Molasses/ C Heavy molasses /Damaged Food Grains*	1070750 KL	672151 KL	787158 KL	2530059 KL

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



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

### 3) Bid Qualification Criteria:

The participating party / bidder must be an **Indigenous Manufacturer of Denatured Anhydrous Ethanol** such as Sugar Mills with Ethanol plants, Standalone distilleries producing Ethanol from molasses/sugarcane juice, Distilleries producing Ethanol from damaged food grains such as broken rice, wheat etc. unfit for human consumption, complying with specifications as per IS 15464:2004.

#### i) Criteria 01:

Denatured Anhydrous Ethanol as per IS 15464:2004 manufactured indigenously. Directorate General of Foreign Trade (DGFT), Ministry of Commerce and Industry, Govt. of India has issued notification no. 27/2015-2020 dated 21.08.2018, placing ethyl alcohol and other spirits, denatured, of any strength under EXIM Code 2207 20 00, in restricted category for imports and has allowed imports only for non-fuel purpose. Accordingly, Anhydrous Ethanol supplied to OMCs under EBP Programme has to be produced from indigenous sources only and no imported alcohol / ethanol is to be supplied to OMCs under the EBP Programme. Any conduct of the supplier amounting to violation of the same will be totally unacceptable and if found, supplier shall be liable for strictest possible action including Holiday listing from EBP Programme for all future supplies.

To this effect, bidders need to submit an online declaration, mandatorily, as per **Annexure III**.



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ii) Criteria 02:

A: Successful bidders of EOI 1000338731,dated 20.09.2019:

Bidders are required to submit the original hardcopy of same TPIA (verified and certified) BQC/MSE documents which they have uploaded against E-tender of cycle 1. If any of the documents is not valid as on due date of tender opening, then bidders are required to submit renewed valid documents/ application of renewal duly TPIA certified. The application of renewal should be duly acknowledged by the concerned authority.

MSE documents submitted in cycle 1 of EOI 1000338731 needs to be additionally verified and certified by Chartered Accountant (CA) as per enclosed format, refer Annexure-VIII and same is required to be submitted on or before due date of the EOI.

In case validity of BQC document expires during the EOI supply period, the supplier is required to submit the renewed valid BQC document/ application for renewal duly acknowledged by authorities, with original verification by TPIA to the respective OMC location in order to ensure unhindered receipts by OMC locations.

B: New bidders/Bidders who have not participated in EOI 1000338731,dated 20.09.2019/unsuccessful bidders of EOI 1000338731,dated 20.09.2019:

Following documents must be uploaded online in the e-tender and hard copies of the same are to be submitted:

a.Pollution Control Board (PCB)-Consent to Operate :

A valid Consent Order-Consent to Operate, clearly mentioning production of Absolute Alcohol or ENA (Extra Neutral Alcohol) or SDS(Special Denatured Spirit)or Alcohol or RS (Rectified Spirit) or Spirit or Ethanol or Denatured Anhydrous Ethanol must be uploaded.

b.Valid PESO (Petroleum and Explosives Safety Organization)

License :



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Clearly mentioning the storage capacity of Class-A products or Valid Safety Precautions letter issued by PESO must be uploaded.

TPIA : Third party Inspection Agency : verification and certification will be required for all the documents/ licenses as mentioned above for distilleries.

All BQC related documents like PESO, PCB needs to be certified by TPIA with comments "verified from originals" w.r.t. all the documents. Hard copy of all such documents certified by TPIA need to be submitted along with original TPIA certificate with original TPIA Stamp.

Bidder shall engage only those TPIAs which are accredited under "**NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A**" in Quality Council of India's (QCI's) National Accreditation Board for Certification Bodies (NABCB) website **as on the date** of verification of documents (TPIAs must hold validity of accreditation). The details of TPIA can be sought from the website:

[http://nabcb.qci.org.in/accreditation/reg\\_bod\\_inspection\\_bodies.php](http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php)

In case validity of BQC document expires during the EOI supply period, the supplier is required to submit the renewed valid BQC document/ application for renewal duly acknowledged by authorities, with original verification by TPIA to the respective OMC location in order to ensure unhindered receipts by OMC locations.

Above documents/licenses are to be mandatorily uploaded online and submitted in hardcopy with original TPIA verification and certification. Documents/licenses without TPIA verification and certification will not be considered for further evaluation.

The above documents should be valid as on due date of tender opening or should have submitted for renewal within due date of the EOI . Proof of the



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same has to be uploaded and submitted in hard copy along with original TPIA verification and certification.

TPIA certification of BQC documents should be dated after the date of floating of this tender and shall be specific to this tender for which bid is being submitted.

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

#### **4) EARNEST MONEY DEPOSIT (EMD):**

##### **A. PAYMENT OF EMD:**

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

Apart from DD, EMD in the form of Bank guarantee shall be acceptable for this EOI. Bank Guarantee (BG) issued by any Nationalised Scheduled Bank approved by Reserve Bank of India (RBI) as per proforma attached as **Annexure IV** will be acceptable. The BG shall be valid up to 30.11.2020. Claim period should be six months from the last date of BG validity. As per RBI guidelines, Structured Financial Messaging System (SFMS) has been adopted by most of the Banks for online BG confirmations. OMCs shall be incorporating the same system for BG verification & confirmations. Details of bank is as follows:

Name of Bank: State Bank of India  
Branch: CAG Branch, Mumbai



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Account No: 11083980831

IFSC Code: SBIN0009995

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

Bidders who wish to submit EMD as BG should submit the above mentioned letter from the bank & BG, in a sealed envelope and drop in the tender box before the due date of the EOI at the following address:

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

Bidder has to submit separate EMD for each of the distilleries quoted. EMD should be submitted in physical form, in original, in a sealed cover, boldly super-scribed on the outer cover.

- EOI Number
- Item Name
- Closing date / Time
- Name of the EOI

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





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Suppliers who have submitted EMD in Cycle 1 which are not returned shall be valid of this EOI. Bidders to note that EMD submitted by them in the form of BG bearing system ID of cycle-1 i.e 64274 will not be considered valid for second cycle of EOI having system ID 68931 and bidders need to submit fresh BG.

Furthermore MSE documents submitted in cycle 1 of EOI 1000338731 needs to be additionally verified and certified by Chartered Accountant (CA) as per enclosed format enclosed as Annexure-VIII and same is required to be submitted on or before due date of the EOI.

**B. Exemption From Earnest Money Deposit:**

Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises for the item mentioned in the EOI are exempted from submission of EMD. Such bidders must upload the necessary documents to claim exemption for Earnest Money Deposit in e-tendering portal. A copy of the document must be sent to above mentioned address as mentioned in point no.4.A / dropped in the tender box on/before the due date and time mentioned in the EOI.

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

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





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### **CA Certificate with respect to MSE Document:**

All bidders quoting as MSE, should submit CA certificate in original, along with MSE doc. (UAM/EMII/NSIC) documents like SC/ST Certificate, Women Entrepreneur proof, to avail the benefits of Public Procurement Policy as per MSMED Act 2006/Public Procurement Policy Order 2012. In case CA certificate is not submitted, bid of the vendor may be rejected at EMD stage. Please find below further points with respect to same:

- The CA certificate should be dated after the date of floating of the subject tender and shall be specific to the tender for which bid is being submitted.
- Format of the CA certificate is attached as Annexure-VIII for reference and bidder needs to submit certificate strictly in the said format else bid shall be rejected

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

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

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



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## 6) INSTRUCTIONS FOR FILLING TECHNICAL BID

- **Acceptance of online forms:** Bidders must accept all online forms, as under, in the technical bid section of the e-tender.
  - General Purchase Conditions
  - Specials Purchase Conditions
  - Integrity Pact
  - Declaration of Holiday listing by bidders
  - Declaration for documents
  - Declaration by MSE bidder
  - Affidavit cum Indemnity Bond

- **Bidders Address with Latitude & Longitude**

All the Bidders are required to provide the Lat-long (Latitude and Longitude) of their supplying plant/ distillery as per Google Maps. To get the Lat-long of any place/ building in Google Maps just place the cursor over the distillery location and left click to place a pointer which will display the Lat-long. The two numbers are to exactly taken as Lat-Long without any conversion.

In the technical bid, all the bidders are required to key in the latitude and longitude of the distillery/unit/ethanol plant (as per Google maps) accurately to 6 decimal places.

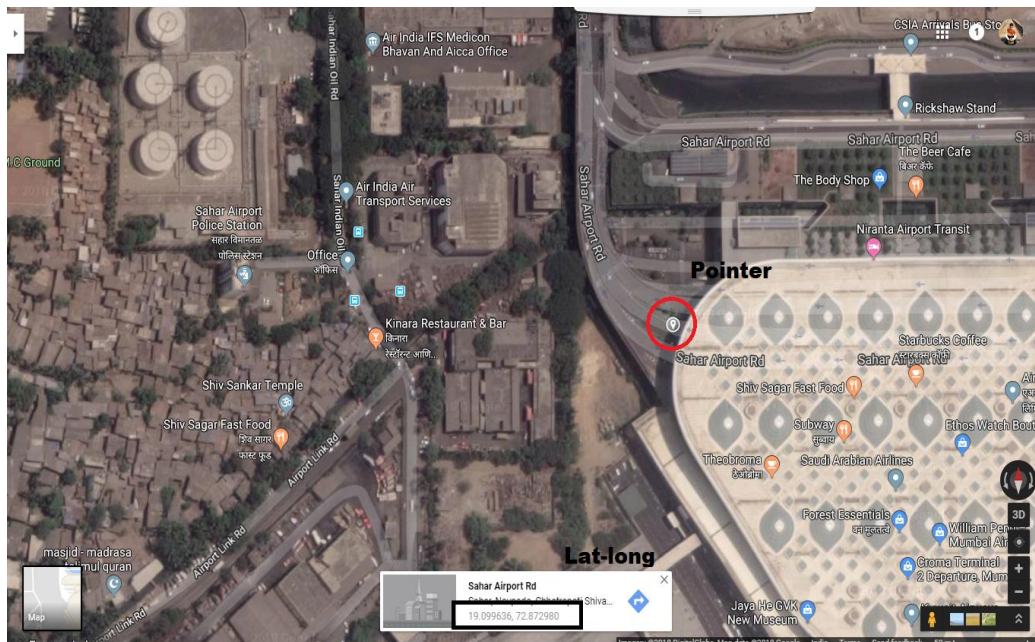
**Illustration :**

Screen shot of Lat-Long of Mumbai International airport is as below:



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- **Upload of TPIA certified BQC Documents:** As mentioned in point no.03, above, all the BQC documents duly certified by TPIA should be uploaded under this section.

**7) DISTANCE SLABS OF THE BIDDERS SHALL BE CALCULATED BY OMCS AS FOLLOW:**

- a. Distance of distillery/Sugar factory/unit of existing successful bidders to OMC locations for whom distance in EOI 1000311657 (1st cycle) DATED 10<sup>TH</sup> Aug 2018, EOI 1000311657 (2<sup>nd</sup> cycle) DATED 7<sup>th</sup> March 2019, EOI 1000311657 (3<sup>rd</sup> Cycle) DATED 28<sup>th</sup> June 2019 & EOI 1000338731 (1st Cycle) DATED 20<sup>th</sup> Sep 2019 has been verified, same shall be taken for evaluation of Bids for this EOI also.
- b. Distance of distillery/Sugar factory/unit of bidders who have not quoted in previous EOI 1000311657 (All cycles) & EOI 1000338731 (1st Cycle) DATED 20<sup>th</sup> Sep 2019 will be verified in line with the Lat-Long provided by them, as per Google Maps in this EOI.



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c. Distance slabs of the distillery/Sugar factory/unit of Bidders is the distance between nearest OMC in gate and the Distillery/sugar factory/unit.

## 8) INSTRUCTION FOR FILLING PRICE BID

Bidders to quote Ethanol quantities to be supplied by them against quarterly requirement of OMCs, locationwise /categorywise/ quarterwise in the price bid. The periods would be as under:

Quarter 1(Q1)- February 2020

Quarter 2(Q2)-March 2020, April 2020 & May 2020

Quarter 3 (Q3) –June 2020, July 2020 & August 2020

Quarter 4 (Q4)- September 2020,October 2020 & November 2020 .

- a. Ethanol produced from four different feed stocks namely Sugar Cane Juice /Sugar/Sugar Syrup/B Heavy Molasses/ C Heavy molasses /Damaged Food Grains-unfit for human consumption and other sources is being procured by OMCs and same has been mentioned in price bid from. 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 Price Bid of this EOI and the quantity allocated in the EOI dated 20th Sept 2019, shall not exceed their total licensed capacity.
- b. In line with PIB notification dated 03.09.2019 the price of Ethanol for Ethanol Supply Year 2019-20 from 01 December 2019 to 30 November 2020 is fixed as below:
- c. The price of ethanol from C heavy molasses route is fixed at Rs.43.75 per litre.
- d. The price of ethanol from B heavy molasses route is fixed at Rs.54.27 per litre.



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- e. The price of ethanol from sugarcane juice/sugar/sugar syrup route is fixed at Rs.59.48 per litre.

OMCs are guided by MOP&NG circulars/ PIB notifications regarding prices of ethanol for EBP Programme. Rate for ethanol derived from damaged food grains unfit for human consumption is revised to Rs.50.36 per litre. This revised price of ethanol produced from damaged food grains unfit for human consumption shall be applicable for supplies under 2<sup>nd</sup> cycle. Ethanol quantities allocated to each bidder in the 1<sup>st</sup> Cycle first have to be completed and fresh receipt under 2<sup>nd</sup> cycle will start thereafter in each Quarter.

- f. Ethanol manufactured from Special Denatured Spirit (SDS), Extra Neutral Alcohol (ENA), Rectified Spirit (RS) etc. which have been manufactured from C-Heavy molasses are to be categorized in C-heavy molasses and to be quoted under the respective column in the price bid form accordingly. Similarly Ethanol manufactured from Special Denatured Spirit (SDS), Extra Neutral Alcohol (ENA), Rectified Spirit (RS) etc. which has been manufactured from Sugarcane Juice/Sugar/Sugar Syrup or B-Heavy Molasses or from Damaged Food Grains/other sources are to be categorized and quoted under the respective column in the price bid form accordingly.
- g. Bidders need to enter the following in the price 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 quarters\*
  - Bidder may choose to quote quantities for supply of ethanol from one or more feed stock

**\*\*Minimum quantity of 100 KI has to be offered per location per quarter.**

Bidder cannot quote Ethanol quantity more than one fourth of the annual licensed capacity (cumulative of all categories of feed stock) for any quarter and any augmentation of licensed capacity thereof irrespective of feedstock



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of Ethanol, including the quantities allocated in Cycle 01 (including all the rounds) of EOI dated 20<sup>th</sup> Sept 2019

If after opening of price bid it is found that the bidder has quoted more than 1/4<sup>th</sup> of the annual licensed capacity including the quantities allocated in Cycle 01 (including all the rounds) of EOI dated 20<sup>th</sup> Sept 2019, and/or augmented annual licensed capacity effective from applicable quarters, in any of the quarter of any location / few locations/all locations, then such bid(s) will be rejected for all the locations.

If after allocation it is found that the bidder has quoted more than 1/4<sup>th</sup> of the licensed capacity in any of the quarter of any location / few locations/all locations including the quantities allocated in Cycle 01 (including all the rounds) of EOI dated 20<sup>th</sup> Sept 2019 then the allocation will be cancelled for all the locations and the quantity/ies will be reallocated to other technically qualified eligible bidders for such location(s).

h. The following **transportation rates** shall be applicable :

<b>Distance : One way in KM</b>	<b>Rate in Rs/KL</b>
0 to 75	150
>75 to 200	320
>200 to 400	680
>400 to 600	1140
>600 to 800	1600
>800 to 1000	2060
>1000	2740

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

j. 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





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of Press Information Bureau (PIB) release or as mentioned in PIB Note or as advised by Govt. of India to OMCs.

- k. Bidders shall ensure that *aggregate of quantity of ethanol being offered from various feedstocks in this EOI shall not exceed their total licensed capacity.*

Accordingly, bidders need to agree to the following online declaration in the price bid form:

*"I/we confirm that the total quantity offered at one or more locations from a particular distillery/Sugar Factory does not exceed the licensed capacity of that distillery/Sugar Factory. I/We also confirm that aggregate of quantity of ethanol allotted in Cycle-1, dated 20.09.2019 (including all rounds) of this EOI plus quantity being offered from various feedstocks by me/us in this cycle is within my/our licensed capacity.*

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

## 9) PROVISIONS TO QUOTE

a. **Provision to quote for multiple OMC locations from single Distillery:**

if a supplier wants to supply to one or more OMC locations as a single bidder, each location will be required to be mapped with only one of his distillery (one to one attachment). In that case single bid including EMD, IP Documents & Declarations can be submitted. In case the bidder changes the supplying distillery for any OMC location, during the pendency of the contract, such changes may be permitted only in the cases of closure of original distillery by statutory authority/ any closure of original distillery as





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quoted in the EOI, certified by statutory authority. OMCs at their discretion may consider the change in the supplying distillery and the quantity to be supplied by the alternate distillery. In such cases, the original transportation slab rate or the slab rates applicable as per the actual distance of the alternate distillery, whichever is lower of the two, will be considered for payment.

**b. Provision to quote for OMC location(s) from multiple Distilleries:**

A bidder can quote for more than one OMC location. In case a bidder wishes to quote from multiple distilleries for one or more OMC location then bidder shall be required to submit separate bids (including EMD) for each distillery.

**10) EVALUATION / ORDER AWARD CRITERIA:**

a. Evaluation & allocation will be done on location wise, period wise on lowest delivered cost basis till the location requirement is met, in the following order:

1. Sugarcane juice/sugar/sugar syrup
2. B-Heavy Molasses
3. C-Heavy Molasses
4. Damaged Food Grains-unfit for human consumption Other sources

There will be three rounds of bidding in this EOI.

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. OMCs shall pay the rate fixed for ethanol derived from B Heavy molasses and Sugarcane Juice/Sugar/Sugar Syrup only if the Tank Truck delivering Ethanol from Sugarcane Juice/Sugar/Sugar Syrup and B Heavy molasses is carrying the Certificate/ Document as per prescribed mechanism.



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Existing mechanism for certification of ethanol produced from Sugarcane Juice & ethanol produced from B-Heavy Molasses 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 unfit for human consumption, 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 not fit for human consumption 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.

- b.** If in case there are multiple L1s for any location in a particular category, the allocation shall be made based in the ratio of their offered quantity in case cumulative offered quantity is more than required quantity of the location.
  - c.** After allocating quantities to L1 bidders in a particular category, for each location, if full requirement for the location is not met; offered quantity from L2 bidders in a particular category will be accepted. This process will be repeated for L3....Ln bidders in a particular category, (till location's requirement is met). In any case allocation will not be beyond location's requirement.
  - d. Minimum quantity of 100 KI has to be offered per location per quarter.**
- 11)** After allocation of the quantities in the first round of the cycle/EOI, second round of the cycle/EOI shall be floated to technically qualified bidders to meet the unmet requirement of locations. The quantities allocated in the first round of the cycle/EOI shall be informed to the technically qualified bidders before floating of the second round. Second round will remain open for two working days for submission of bids. Online declaration pertaining to licensed capacity as mentioned earlier will have to be agreed for second round of price bid also.



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- 12)** Qualified bidders will be allowed to quote in second round, subject to the total of quantities allocated in the first round and quantities being offered in the second round shall not exceed the licensed capacity of the distillery.

In case location quantity is unmet, qualified bidders will be allowed to quote in third round subject to the total of quantities allocated in the first and second round and quantities being offered in the third round shall not exceed the licensed capacity of the distillery. Duration for bidding for third round will be two working days.

- 13)** All references to BPCL in the "General Purchase Conditions" should be read as BPCL/HPCL/IOCL. Terms & conditions mentioned in Special Purchase conditions shall supersede the similar terms & conditions of General purchase conditions

- 14) Pre-Bid Meeting:** You may please send your queries if any, on /or before **21 Jan 2020 @ 15:00 hrs** at [gunjanomprakash@bharatpetroleum.in](mailto:gunjanomprakash@bharatpetroleum.in) & [mittalp@bharatpetroleum.in](mailto:mittalp@bharatpetroleum.in); No queries through e-mail will be entertained after this date.

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

DATE & TIME	LOCATION	VENUE
22 <sup>nd</sup> Jan 2020 @ 14:00 Hrs.	Bijwasan Terminal, Delhi	Indian Oil Corporation Ltd.(Marketing Division), Bijwasan Terminal, Kapashera-Najafgarh Road, Bijwasan, New Delhi-61
23 <sup>rd</sup> Jan 2020 @ 14:00 hrs	Mumbai	Hindustan Petroleum Corporation Limited, Wadala Terminal, Opposite BPT Hospital, Nadkarni Marg, Mumbai 400037

- 15) Bid closing date:** Your online bid along with EMD should be submitted on or before the due date of this EOI i.e. at **06<sup>th</sup> February 2020 @ 11:00 hrs. IST.**



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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 bid due to connectivity problem No claims on this account shall be entertained.

**16) ORDER FULFILLMENT PROCESS:** After the evaluations & recommendations, the individual oil companies will be taking their own approvals for signing of Supply Contracts, placement of orders & further activities pertaining to order placement & post order placement will be dealt by individual oil companies IOCL / BPCL / HPCL. In case of BPCL, Call-offs will be made by BPCL Regional Retail Logistics offices.

In case, if supplier is not able to honor the LOIs issued by OMCs for a particular category/all categories of the feedstocks, OMCs may consider to cancel the LOI of that supplier. OMCs shall allocate the lapsed quantity of particular feedstock category to other successful suppliers in the same category at the same location from their balance original offered quantity not considered for allocation earlier in ratio of their original offered quantity in the same distance ranking order till location's requirement is fully met.

#### **17) DELIVERY PERIOD:**

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

The vendor shall be liable for applicability of suitable PRC clause for delay in submission of BG beyond above period of 15 days. For the PRC calculation the indent start date will be considered 30 days from LOI or 1st Feb 2020 whichever is later.

Timely delivery by the vendor as per the delivery schedule is the essence of contract. Monthly procurement plan based on monthly pro-rata Purchase Order (PO) qty shall be applicable to vendor for supply unless same is revised by OMC location with mutual consent.



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

The supplier will make the supplies either as per day wise indent provided by OMC location up to the limit of monthly quantity applicable as per PO or monthly pro-rata PO quantity. The supplier shall strictly adhere to the supply schedule and achieve supply performance of a minimum of 85% of the quantity per month and minimum of 95% of the quantity on quarterly basis for which Price Reduction Clause will not be applicable. However, if the vendor is not achieving 85% of the supplies for a particular month and/ or minimum of 95% of the quantity quarterly basis Price Reduction Clause will be applicable. Price Reduction Clause will be applicable, where shortfall in supply (undelivered quantity for the month/quarter as the case may be) is higher in the above two cases.

Moreover, supplier has to adhere to the day wise indent provided by OMC location basis the monthly pro-rata PO qty, else supplier's TT may not be decanted on the same day due to other supplier's indented supplies in line with day wise indent.

If the supplier is able to supply 100% quarterly PO quantity in a quarter (keeping the overall lapse due to TT capacity upto 5 KL in the prorata PO quantity/ PO quantity) and OMC location is able to receive the quantity, monthly PRC shall not applicable on the supplier.

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

In the interest of improving blending % under EBP programme, OMCs reserve the right for preponing the indents from different periods on mutual consent basis.

There may be situations at any OMC location like closing or downsizing of Petrol operations or any other eventuality due to major projects / safety or non-availability/ exhaustion of Permits/ exhaustion of licensed quantity etc. The concerned OMC, with advance notice may offer in writing to the Bidder,



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alternate location(s) where the remaining PO quantity (part or full) can be shifted. The transfer will be at new location rate and if there is a transportation rate already established for the Supplier at the alternate location, the transportation rate for the alternate location will be offered or else Transportation slab rate as per actual distance for new location will be offered. All other taxes/ charges will be as per the new location. The acceptance of new location for delivery of full or part balance PO quantity will be Supplier's discretion, which the Supplier should communicate in writing to the OMC. In case of acceptance by the Supplier, the procurement period will start from 10 days of issuance of Change PO or receipt of first load at the new OMC location, whichever is earlier. The prorated monthly pro-rata PO qty will be same as for original PO.

NOTE: For purpose of assessing the qty. received by a location in a month, the invoice date of the received qty. will be considered for calculation of PRC. In case the TT does not report within normal average transit time from the date of invoice then actual reporting date will be considered. Actual reporting date at location shall be mentioned on the invoice and shall be jointly signed by both OMC & Supplier's representatives.

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

### **Monthly Indents Alteration sought by Supplier**

#### **Alteration of Indent sought by a Supplier**

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

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





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

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

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

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

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

## **18) PRICE REDUCTION CLAUSE**

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

As mentioned under "Delivery Period", monthly pro-rata PO qty shall be applicable to vendor for supply for supplies of ethanol by the Suppliers 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 and achieve supply performance of a minimum of 85% of the quantity per month and achieve supply performance of a minimum of 95% of the quantity on quarterly basis, for which Price Reduction Clause will not be applicable. However, if the vendor





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is not achieving 85% of the supplies for a particular month and also minimum of 95% of the quantity on quarterly basis; Price Reduction Clause will be applicable where shortfall in supply is higher in the above two cases. Price reduction clause will be calculated as below.

Beginning of the first quarter will be calculated as 30 days from date of issue of LOI/LOA or 10 days from the date of issue of PO or date of reporting of first load, whichever is earlier. If the beginning of the first quarter does not fall on the first day of the calendar month, prorated indent for the balance period of that month would be considered. The following 2 months will complete the quarter.

If the supplier is able to supply 100% PO quantity in a quarter (keeping the overall laspe due to TT capacity upto 5 KL in the prorata PO quantity/ PO quantity) and OMC location is able to receive the quantity, monthly PRC shall not applicable on the supplier.

There may not be full quarter remaining in that case the part quarter can be 2 months or 1 month. For the part quarter of two months supplier has to achieve minimum of 85% of the prorated monthly indent and minimum of 100% of the prorated quantity for that part quarter will be considered for Price Reduction Clause. If the part quarter is a one month then supplier has to achieve 95% of the indented quantity.

An amount equivalent to 5% of the Basic Cost shall be payable by the supplier for the undelivered quantity 85% of Indented quantity less supplied quantity on month to month basis and / or 95% of Indented quantity less supplied quantity, whichever is higher) and these shall be deducted from the payment due to the vendors and/ or by encashing security deposit.

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



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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 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.

### **19) SECURITY DEPOSIT:**

- a. The successful vendor, within 15 days of placement of Letter of Acceptance (LOA)/ Letter of Intent (LOI) by respective OMCs shall deposit Bank Guarantee (BG) or Demand draft towards Security Deposit for an amount equivalent to 5% of LOA/LOI value, valid for entire supply period. The validity of BG shall be until 30<sup>th</sup> Nov 2020 with an additional claim period of six months.
- b. The vendors will have an option to submit either one BG of full amount ( 5% of the total allocated quantity) for the supply period or multiple BGs each of value equivalent to 5% of the quantity allocated for that quarter, valid till the quarter end (quarter for which quantity has been allocated to vendor) with an additional claim period of six months e.g if, March2020-May 2020 allocation is 500 KL and June 2020-Aug 2020 allocation is 1000 KL, then BG for March 2020-May 2020 will be 5% of 500 KL & BG for June 2020-Aug2020 will be 5% of 1000 KL. The multiple BGs will have to be submitted within 15 days of placement of Letter of Acceptance (LOA)/ Letter of Intent (LOI) by respective OMCs
- c. The BG pertaining to respective quarters shall be returned on successful completion of supply of quantity of such quarter, after reconciliation of accounts or completion of the claim period whichever is earlier after adjusting the dues, if any, provided party has submitted multiple BGs.



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- d. If a single BG is submitted, the same will be returned after reconciliation of accounts after completion of supply or completion of the claim period whichever is earlier after adjusting dues, if any.
- e. Security deposit in the form of BG or DD should be submitted by all bidders within 15 days of placement of LOI/LOA (post allocation of quantities, LOI/LOA will be issued by respective OMCs).

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

Purchase Order (PO) will be issued after submission of the above documents.

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

Bidder also needs to submit agreement, duly signed (draft template of agreement is enclosed as **Annexure VII**) with BG.

However, if bidder does not submit Security Deposit/BG within 15 days from the date of issue of LOI, the bidder may be put on holiday list for a period of one year from the date of issue of LOI.

If the bidder submits BG but does not supply Ethanol, Price Reduction Clause will be applicable and BG will be invoked.

## **20) PAYMENT TERMS:**

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



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OMCs shall pay the rate fixed for ethanol as detailed earlier.

In case the vendor fails to submit documentary proof as per mechanism as mentioned above for Ethanol derived from Sugarcane Juice/ Sugar/ Sugar Syrup, B heavy molasses, Damaged Food Grain, then the following action will be initiated against the supplier:

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

In case it is found by OMCs that supplier has submitted forged or false documents pertaining to the source from which Ethanol is produced, then the following action will be initiated against the supplier:

- Holiday listing for a period as per Clause no.2 in the table as mentioned in point 4.2.12 of Holiday listing policy as mentioned in General Purchase Conditions.
- Invoking of the Bank Guarantee submitted by the vendor.

Under exceptional circumstances, if, for any truck load, the above mentioned certificate is not provided, then the rates for only C-Heavy Molasses shall be paid by the OMCs, for the ethanol supplied.

**21) INTEGRITY PACT:** Bidders shall also have to essentially sign an Integrity Pact (IP) for participating in this tender.

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



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

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

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

#### NAME & ADDRESS OF BPCL REPRESENTATIVE

Name of Procuring Officer- <b>PO</b>	Poornima Mittal	To be contacted for:
PO's email ID	<a href="mailto:mittalp@bharatpetroleum.in">mittalp@bharatpetroleum.in</a> ; <a href="mailto:gunjanomprakash@bharatpetroleum.in">gunjanomprakash@bharatpetroleum.in</a>	Clarifications/ Details Regarding This Tender
<b>PO's</b> Office Address	BPCL, Central Procurement Organization (Mktg), A-Installation, Sewree-Fort Road, Sewree (E), Mumbai - 400 015,	
<b>PO's</b> Contact Number	022-2417 6507; +919821431147 022-24176416; +918696906824	

Only in case of any complaints regarding the Tender/ Tender Conditions, please contact following Independent External Monitors (IEM) :



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- Shri Vikram Srivastava, Address: E -202, Second Floor, Greater Kailash Part -2, New Delhi-110048, Mobile : 09810642323,  
Email : [vikramsrivastava1973@gmail.com](mailto:vikramsrivastava1973@gmail.com).
- Shri Virendra Bahadur Singh, Address: N. No. B-5/64, Vineet Khand, Gomti Nagar, Lucknow – 226010, Mobile : 08853760730,  
Email: [vbsinghips@gmail.com](mailto:vbsinghips@gmail.com).
- Shri.Anupam Kulshreshtha, B-3/3, 'Yarrows Apartments', Plot C-58/5, Sector 62, Noida, UP -201309, Mob. No. 9968281160, Anupam8@gmail.com

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

**22) HOLIDAY LISTING:** Bidders who do not honour the Letter of Intent/ Fax of Award / Letter of Award / Contract / Purchase order after the same is issued by OMCs may be put on Holiday List for a period of one year. Bidders on the blacklist/holiday list of BPCL/IOCL/HPCL or OIL PSE (Public Sector Enterprise) shall not be considered in this EOI.

**23) ANTECEDENTS CERTIFICATE:** Supplier/ Vendors shall engage only such TT (Tank Trucks) crew whose Antecedents has been verified and certificate issued by Police. This will be verified by locations for entry of Ethanol TT crew into OMC location.

**24)** For the Operational Safety of the location & Enroute Safety of the Tank Truck, supplier is required to provide all the Safety fittings, as per applicable Petroleum Rules implemented by the Government. If the TT are



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found without required safety fitting, it may not be decanted & returned to the supplier.

In case any discrepancy is observed in the vehicle and /Or its documents presented to OMC's during the currency of the contract, following penal action shall be taken .

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

**25)** The quantities given in the EOI are only indicative. OMCs reserves the right to change the Quantity requirement for any of the location based on the prevailing situation during currency of the contract.

**26) OUTSTANDING DUES TO OIL COMPANIES:** All outstanding payments to OMCs with respect to past tenders/EOIs have to be settled by the vendor / recovered by OMCs from the amount payable or by encashing BG unless the matter is sub-judice.

**27)** The vendors who are on the holiday list of BPCL and/ or IOCL and/ or HPCL and/ or MOP&NG and/ or any other OIL PSE will not be considered.

**28)** The bidder is expected to examine all instructions, forms, attachments, terms and specifications in the EOI document. The entire EOI document





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together with all its attachments/amendments thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required in the EOI document or submission of a bid not substantially responsive to the EOI documents in every respect will be at bidder risk and may result in the rejection of his bid. The bidder scope of supplies as specified in the material requisition shall be in strict compliance with the scope detailed therein and in the bid document.

**29) Grievance Redressal Mechanism:** Bharat Petroleum Corporation Limited (BPCL) has developed the Grievance Redressal Mechanism to deal with references/ grievances, if any, that is received from bidders who participated / intends to participate in the EOI. The details of the same are available on our website [www.bharatpetroleum.in](http://www.bharatpetroleum.in)

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

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

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

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



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Mumbai - 400 015.

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

Fax : 91-22-24117878

E Mail :[mittalp@bharatpetroleum.in](mailto:mittalp@bharatpetroleum.in);

[gunjanomprakash@bharatpetroleum.in](mailto:gunjanomprakash@bharatpetroleum.in)

**31) GOVERNING LAWS:** The laws of Union of India shall govern all matters concerning the tender. Any issue arising related to the tender or the selection process shall be adjudged by the courts in Mumbai, India alone.

**32)** BPCL/IOCL/HPCL reserves the right to accept or reject, any or all bids received at its absolute discretion without assigning any reason whatsoever.

**33) DOCUMENT NEEDED TO BE SUBMITTED IN PHYSICAL FORM :** EMD of Rs two lacs or documents for exemption from EMD submitted as per EMD clause and all the BQC documents as mentioned in clause no.3

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

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

Mr.Harshal Sapkale: Tele Phone: 02224176419/6351896637, E-mail: [mumbai.support@eptl.in](mailto:mumbai.support@eptl.in)

Mr. Mohnish Gore : Email : [mohnish.gore@eptl.in](mailto:mohnish.gore@eptl.in)

M/s. ETL Help Desk No. : 079-68136871/861/854/0120-2474951/033-24293447

Email: [support@bpclproc.in](mailto:support@bpclproc.in)

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



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

OR

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



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EXPRESSION OF INTEREST (EOI) FOR SUPPLY OF AROUND 253 CRORE LITRES OF ANHYDROUS DENATURED ETHANOL AT OIL MARKETING COMPANIES' (OMC) LOCATIONS FOR THE PERIOD FROM 01.02.2020 TO 30.11.2020(Second Cycle)

## ANNEXURE- I

### SPECIFICATIONS FOR DENATURED ANHYDROUS ETHANOL

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

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



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## **B) DENATURANTS:**

The denaturant should be added with Ethanol in suitable dosage as per IS: 4117 in line with IS-15464 and as per prescribed Excise regulation from time to time conforming to the automotive fuel requirements. Denaturants may be considered as a part of Ethanol and component of the fuel. Ethanol should not have more than 0.4% max impurities including permitted denaturants. These denaturants should not have detrimental effect on specification and stability of Motor Gasoline.

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

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



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## ANNEXURE-II

### OMCs Ethanol REQUIREMENT from 01.02.2020 TO 30.11.2020

Sr. No.	State	Location	TOTAL REQMT FOR CYCLE 2 (IN KL)				
			FEB 20	MAR - MAY 20	JUNE - AUG 20	SEP - NOV 20	TOTAL
1	Andhra Pradesh	Kadapa	1321	2890	2480	2480	9170
2	Andhra Pradesh	Chittoor	1300	3700	3700	3700	12400
3	Andhra Pradesh	Ongole	1550	3522	3125	3125	11322
4	Andhra Pradesh	Rajamundry	2778	7900	5771	5771	22220
5	Andhra Pradesh	Gooty	739	1539	911	1367	4556
6	Andhra Pradesh	VijaywadaKondapally	7497	17425	14126	14127	53174
7	Andhra Pradesh	Vizag/ Visakha	5615	11921	9369	10469	37375
8	ASSAM	Numaligarh DU	980	820	660	820	3280
9	ASSAM	BETKUCHI Terminal/ GUWAHATI	2680	7700	6290	6290	22960
10	Bihar	Barauni	967	2311	1824	1747	6850
11	Bihar	Patna	4542	10482	9599	9587	34209
12	Bihar	Muzaffarpur	260	537	260	260	1317
13	Chhattisgarh	Raipur ( Common User Terminal ) Lakholi	7132	20863	18155	17871	64021
14	Chhattisgarh	Korba	600	1800	1800	1800	6000
15	Delhi	Bijwasan Shakurbasti/ Tikrikalan/ DELHI TERMINAL	12700	34200	28711	28711	104322
16	Goa	Goa Vasco	3114	7828	6679	6800	24421
17	Gujarat	Hazira	5007	13053	12065	12033	42158
18	Gujarat	Kandla	931	1973	1693	1638	6234
19	Gujarat	Dumad Koyali Nandesaryvadodara	4619	15435	19480	19487	59021
20	Gujarat	Bareja Navegaon	2000	4992	7512	8004	22508
21	Gujarat	Sidhpur	863	2680	2971	2908	9422
22	Gujarat	Palanpur	3876	6400	4404	4404	19083
23	Gujarat	Vadinar	3300	7700	7630	7630	26260
24	Gujarat	JAMNAGAR	1700	3600	2350	2350	10000
25	Haryana	Rewari	800	1500	668	668	3637
26	Haryana	Bahadurgadh	1800	2800	1537	1537	7673



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27	Himachal Pradesh	Nalagarh	1200	2600	1870	1870	7540
28	J&K	Srinagar	1100	2800	2770	2770	9440
29	J&K	JAMMU IRD	700	1800	1820	1820	6140
30	J&K	LEH DEPOT	100	100	100	100	400
31	Jharkhand	Jasidih	1400	4100	4100	4100	13700
32	Jharkhand	Bokaro	2600	5800	4680	4680	17760
33	Jharkhand	Khunti	1500	4300	4300	4300	14400
34	Karnataka	Bijapur	0	1300	2400	2400	6100
35	Karnataka	Desur Belgaum	0	2321	3859	4173	10353
36	Karnataka	GulbergaNandur	750	2040	3660	3660	10109
37	Karnataka	Hassan	5034	13764	10973	11025	40795
38	Karnataka	Mangalore	3238	10440	7558	7946	29181
39	Karnataka	Mysore	2000	5550	5300	5300	18150
40	Karnataka	NavlurHubli	1870	4300	3581	3881	13631
41	Karnataka	BangaloreDkn	5174	20895	20628	23584	70281
42	Kerala	Feroke/ Kozhikode	3360	9566	8897	8897	30720
43	Kerala	Kochi/Irumpanam	23178	67314	58074	58074	206640
44	Kerala	KASARGOD	700	1180	710	710	3300
45	Madhya Pradesh	BhitoniJabalpur	876	2700	2986	3041	9603
46	Madhya Pradesh	Gwalior Rairu	1420	3174	1559	2363	8516
47	Madhya Pradesh	Indore Mangalia	6353	16783	15865	15525	54525
48	Madhya Pradesh	Nishatpura/ Bakania	3123	7659	7541	7337	25659
49	Madhya Pradesh	Ratlam	1400	4000	4000	4000	13400
50	Madhya Pradesh	Itarsi / Dehri	600	1800	1800	1800	6000
51	Madhya Pradesh	Sagar	1200	3254	2859	2859	10173
52	Maharashtra	Akola Gaigaon	3357	10639	9280	9972	33248
53	Maharashtra	Akolner	286	1808	2347	2121	6562
54	Maharashtra	Khapri BorkhediNagpur	3468	2980	3374	6937	16759
55	Maharashtra	Loni Pune	600	1600	19448	19448	41095
56	Maharashtra	Manmad Panewadi	7330	22649	21905	21775	73659
57	Maharashtra	Miraj Hazarwadi	350	1051	3649	3511	8562
58	Maharashtra	Pakni Solapur	1750	6601	7006	7471	22828
59	Maharashtra	Shirud Dhule	400	1100	1100	1100	3700
60	Maharashtra	Tadali Chandrapur	600	1600	1600	1600	5400
61	Maharashtra	Vashi	5400	12500	10992	10992	39884
62	Maharashtra	Wadala Sewree	3595	13084	13868	13966	44513
63	Maharashtra	Jawaharlal Nehru Port Terminal	400	1000	1000	1000	3400
64	Maharashtra	Wardha	2500	6100	3900	3900	16400
65	Odisha	Jatni/ Cuttack/Bubaneswar	2300	6800	6800	6800	22700





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66	Odisha	Paradeep	3152	9950	8984	8984	31070
67	Odisha	Somnathpur/Balasore	1517	4928	4098	4103	14646
68	Odisha	Jharsuguda	1400	4000	4000	4000	13400
69	Punjab	Bhatinda	2967	8111	5519	5519	22115
70	Punjab	Jullundur	700	2000	1343	1343	5386
71	Punjab	Sangrur	1233	2872	2021	2021	8146
72	Punjab	Lalru	667	2444	1004	1004	5119
73	Rajasthan	Ajmer Durai	2100	6500	6020	6020	20640
74	Rajasthan	Chittorgarh	2100	6200	6200	6200	20700
75	Rajasthan	Jaipur SanganerMohanpurAsalpurJobner	9900	24675	23989	15022	73586
76	Rajasthan	Jodhpur/ Salawas	4232	11790	11255	11255	38531
77	Rajasthan	Bharatpur	1600	4567	4327	4277	14771
78	Rajasthan	Kota	1967	7211	5311	5311	19800
79	Tamil Nadu	IrugurCoimbatore	6244	21509	18443	18443	64640
80	Tamil Nadu	Shankari	3000	8600	8600	8600	28800
81	Tamil Nadu	Trichy	3000	7000	7000	7000	24000
82	Tamil Nadu	Chennai/tondiarpur	4300	10500	10160	10160	35120
83	Tamil Nadu	Ennore	3768	12217	19362	22362	57709
84	Tamil Nadu	Tirunelveli	2171	7223	5658	5658	20709
85	Tamil Nadu	Karur	5880	17148	12707	17327	53062
86	Tamil Nadu	Kappalur Madurai	4200	10945	10796	10796	36737
87	Telangana	Ghatkesar Cherlapalli secunderabad Hyderabad	24458	47705	43227	43227	158616
88	Telangana	Suryapeth Warangal	1450	3400	2917	2917	10683
89	Telangana	Ramagundam	1650	4170	3792	3792	13405
90	Uttar Pradesh	Baitalpur	778	950	1072	1072	3872
91	Uttar Pradesh	Gonda	593	1100	1800	1700	5193
92	Uttar Pradesh	Kanpur Panki	0	222	396	396	1015
93	Uttar Pradesh	Mughalsarai	1600	2014	2845	2845	9304
94	Uttar Pradesh	Partapur Merrut	0	2100	2100	2100	6300
95	Uttar Pradesh	Mathura	100	300	220	220	840
96	West Bengal	Haldia	3115	8550	7238	6609	25512
97	West Bengal	New Malda	500	2502	2229	2229	7460
98	West Bengal	RajbandhDurgapur	4090	9400	9080	9080	31650
99	West Bengal	Siliguri/ Rangapani	1100	3200	3200	3200	10700
100	West Bengal	Mourigram BudgeBudge kolkatta	4320	11220	11230	11230	38000
		<b>ALL INDIA TOTAL</b>	<b>289735</b>	<b>771846</b>	<b>730068</b>	<b>738410</b>	<b>2530059</b>



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**Annexure III**  
**Affidavit cum Indemnity Bond**

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

1. For EOI no. 1000338731 (System ID:68931), I/We confirm that I/ We are/shall be meeting all the qualification criteria for production/ manufacturing/supplying of Ethanol complying to IS 15464:2004, as required under said EOI.
2. That I/ We is/ are/shall be producing Ethanol from feed stock from Sugar cane juice/Sugar/Sugar Syrup, B Heavy molasses/ C Heavy Molasses/ Damaged food grains such as broken rice, wheat etc. which are unfit for human consumption.
3. I/ We confirm that the sources of feed stock/ raw materials/intermediate stock are/shall be of indigenous origin only and no imported Feed stock / Raw materials/ intermediate stock will be used for manufacturing Ethanol.

**4. A. Applicable for existing distilleries:**

I/ We is/am/ are/shall be holding all the required statutory approvals/ certificates/ licenses/documents etc. and shall continue to hold the same during the contract period and shall also obtain and hold any additional approvals/ certificates/ licenses which may be required by any statutory authority during the contract period.

5. I/ We is/am/ shall at all times follow and abide by all central and state rule regulations and shall be solely liable for any violation or non-compliance of any of the above requirements.

6. I/ We shall indemnify and hold harmless Oil Marketing Companies (IOCL/HPCL/BPCL), their officers, directors, employees etc. against any and all claims, damages, penalty/ies, liability/ies, losses, demands, action, suits etc. arising out of non-compliance of any of the above requirements.

7. I/ We do hereby agree that in case of the non-compliance of any of the above requirements, Oil Marketing Companies shall be free to take any action including but not limited to the termination of contract and such decision of Oil Marketing Companies shall be final and binding on us.

8. I/We confirm that we shall be able to supply Ethanol to OMCs from the beginning of the month of the quarter as quoted in price bid.



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#### **ANNEXURE –IV**

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

To  
Bharat Petroleum Corporation Ltd.

Dear Sirs,  
M/s. \_\_\_\_\_ have taken  
EOI for the work \_\_\_\_\_ CRFQ No/PO  
No \_\_\_\_\_ for Bharat Petroleum  
Corporation Ltd.

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

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

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

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



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\_\_\_\_\_ and to enforce or to for bear from endorsing any power of rights or by reason of time being given to the said which under law relating to the sureties would but for provision have the effect of releasing us.

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

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

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

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

Yours faithfully

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



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### ANNEXURE-V

#### General Instructions to vendors for e-EOI

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

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

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

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



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## **ANNEXURE –VI**

### **General Purchase Conditions**

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

#### **INDEX**

1. DEFINITIONS
2. REFERENCE FOR DOCUMENTATION
3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER
4. LANGUAGE OF BID
5. PRICE
6. TAXES AND DUTIES
7. INSPECTION
8. SHIPPING
9. INDIAN AGENT COMMISSION
10. ORDER AWARD / EVALUATION CRITERIA
11. CONFIRMATION OF ORDER
12. PAYMENT TERMS
13. GUARANTEE/WARRANTY
14. PERFORMANCE BANK GUARANTEE
15. PACKING & MARKING
16. DELIVERY
17. UNLOADING AND STACKING
18. TRANSIT INSURANCE
19. VALIDITY OF OFFER
20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE
21. RISK PURCHASE CLAUSE
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26. CONFIDENTIALITY OF TECHNICAL INFORMATION
27. PATENTS & ROYALTIES
28. LIABILITY CLAUSE
29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT
30. COMPLIANCE OF REGULATIONS
31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT
32. NON-WAIVER
33. NEW & UNUSED MATERIAL
34. PURCHASE PREFERENCE CLAUSE
35. CANCELLATION
36. ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION
37. ASSIGNMENT
38. GOVERNING LAW
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41. POLICY ON HOLIDAY LISTING



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- 42. ORDER OF PRECEDENCE FOR PURCHASES
- 43. TERMINATION FOR CONVENIENCE





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#### GENERAL PURCHASE CONDITIONS

**1. DEFINITIONS:**

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

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

**2. REFERENCE FOR DOCUMENTATION:**

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



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5. **PRICE:**

Unless otherwise agreed to the terms of the RFQ, price shall be:

Firm and no escalation will be entertained on any ground, except on the ground of statutory levies applicable on the tendered items.

6. **TAXES AND DUTIES:**

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

6.1. **EXCISE DUTY:**

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

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

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

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

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

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

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

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

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

6.4 **FREIGHT AND OCTROI:**

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

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



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- 6.5. NEW STATUTORY LEVIES:** All new statutory levies leviable on sale of finished goods to owner, if applicable are payable extra by BPCL against documentary proof, within the contractual delivery period.
- 6.6. VARIATION IN TAXES/ DUTIES:** Any increase/decrease in all the above mentioned statutory levies on the date of delivery during the scheduled delivery period on finished materials will be on BPCL's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor's account.
- 6.7. INCOME TAX (WITHHOLDING TAX):** In the case of avilment of services from Non Resident Vendors who are claiming benefits offered under the Double Taxation Avoidance Agreements signed by India with the Government of the other country (i.e. the country of the Vendor), such Non Resident Vendors are required to provide the Tax Residency Certificates at the time of submission of Bid documents. The Tax Residency Certificates shall contain the following details:
- a) Name of Vendor (assessee);
  - b) Status (Individual, Company, firm etc.) of assessee;
  - c) Nationality (in case of individual);
  - d) Country or specified territory of incorporation or registration (in case of others);
  - e) Assessee 's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
  - f) Residential status for the purpose of tax;
  - g) Period for which the certificate is applicable; and
  - h) Address of the applicant for the period for which the certificate is applicable.

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

## **7. INSPECTION:**

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



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

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

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

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

In addition of the bill of lading which should be obtained in three stamped original plus as many copies as required, invoices, packing list, freight memos, (if the freight particulars are not shown in the bills of lading), country of origin certificate, test/ composition certificate, shall be made out against each shipment in as many number of copies as shown below.

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

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

The bill of lading shall indicate the following:

Shipper: Government of India



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Consignee: Bharat Petroleum Corporation Limited

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

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

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

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

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

**9. INDIAN AGENT COMMISSION:**

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

**10. ORDER AWARD/ EVALUATION CRITERIA:**

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

**11. CONFIRMATION OF ORDER:**

The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to BPCL.

**12. PAYMENT TERMS:**



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- 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) Excise invoice
  - c) The Lorry Receipt of the consignment
  - d) Packing list for the consignment
  - e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
  - f) Manufacturers Test/Composition Certificate, wherever applicable
  - g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
  - h) Guarantee/Warranty Certificate(s), wherever applicable.
  - i) Original Receipt for Octroi/other statutory levies as applicable.
  - j) Performance Bank Guarantee as applicable.

**13. GUARANTEE/ WARRANTY:**

- 13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials. In case the defect arises within the abovementioned Defect Liability Period (DLP) and the same is repaired/replaced, the DLP for the repaired/replaced job/item will be extended suitably so as to cover the original DLP. However, in no case, such extension will exceed 24 months from date of start of initial DLP.
- 13.2. All the materials including components and sub contracted items should be guaranteed by the vendor within the warranty period mentioned above. In the event of any defect in the material, the vendor will replace / repair the material at BPCL's concerned location at vendor's risk and cost on due notice.
- 13.3. In case, vendor does not replace / repair the material on due notice, rejected material will be sent to the vendor on "Freight to pay" basis for free replacement. Material after rectification of defects shall be dispatched by the vendor on "Freight Paid" basis. Alternatively, BPCL reserves the right to have the material repaired / replaced at the locations concerned, at the vendor's risk, cost and responsibility.
- 13.4. The Vendor shall provide similar warranty on the parts, components, fittings, accessories etc. so repaired and / or replaced.

**14. PERFORMANCE BANK GUARANTEES:**

- 14.1. Vendor will have to provide Performance Bank Guarantee for 10% of the basic value of purchase order unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. In the case of Indigenous vendors, the





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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:

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

## 15. PACKING & MARKING:

### 15.1 PACKING:

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

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





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- 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.



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

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

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

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

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

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

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

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

- a) Purchase Order Number
- b) Vendor Name
- c) Batch no with manufacturing date
- d) Procedure (in brief) for handling
- e) Date of dispatch etc.

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

**BHARAT PETROLEUM CORPORATION LIMITED**

(With detailed address as given in Special Purchase Conditions)

From :

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

Order No.:	Rev. No.:
Item :	
Equipment Nomenclature :	
Net weight :	Kgs.
Gross weight :	Kgs.
Case No. :	of Total cases:
Dimensions :	



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Import License No. :

**NOTE:**

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

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

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

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

**16. DELIVERY:**

- 16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with prior authorization in writing from the Owner. Goods should be delivered, securely packed and in good order and condition, at the place of delivery and within the time specified in the purchase order for their delivery.
- 16.3. The contractual delivery period is inclusive of all the lead time for engineering/ procurement of raw material, the manufacturing, inspection / testing, packing, transportation or any other activity whatsoever required to be accomplished for affecting the delivery at the required delivery point.
- 16.4. Unless otherwise specified, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 16.5. BPCL shall have the right to advise any change in despatch point or destination in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by BPCL.

**17. UNLOADING AND STACKING:**

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

**18. TRANSIT INSURANCE:**

Unless otherwise mentioned,

- 18.1. Transit Insurance shall be in the vendor's scope in the case of inland transportation of goods.
- 18.2. In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.



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18.2. The Vendor shall send BPCL information of the proposed consignment well in advance by fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.

18.3. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of Telex message to Bharat Petroleum Corporation Limited, (with detailed address as given in Special Purchase Conditions) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

**19 VALIDITY OF OFFER:**

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

**20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:**

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

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

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

20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owner's premises shall be considered for calculation of price reduction for F.O.R destination contract.

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

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

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



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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.

## 2. 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.



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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 Mumbai
- (d) The proceedings shall be conducted in English language
- (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

**24. INTEGRITY PACT (IP):**

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

**25. RECOVERY OF SUMS DUE:**

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

**26. CONFIDENTIALITY OF TECHNICAL INFORMATION:**

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

**27. PATENTS & ROYALTIES:**

The vendor shall fully indemnify BPCL and users of materials specified herein/supplied at all times, against any action, claim or demand, costs and expenses, arising from or incurred by reasons of any infringement or alleged infringement





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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





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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.



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

**38. GOVERNING LAW:**

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

**39. AMENDMENT:**

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

**40. NOTICES:**

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

**41. POLICY ON HOLIDAY LISTING:**

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



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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 (in 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.

**BPCL**

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**VENDOR**

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



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

To,  
Bharat Petroleum Corporation Limited

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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 inter alia, 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.



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- (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 anywhere affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- (vi) The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages or costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)  
NAME & DESIGNATION  
NAME OF THE BANK  
NOTES:



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### **ANNEXURE-VII**

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

#### **DRAFT COPY OF AGREEMENT**

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

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

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

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



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#### DEFINITIONS:

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

**OWNER/PURCHASER:** Owner/Purchaser means (name of the Oil company & address, a Government of India enterprise), a Company incorporated in India having its registered office at \_\_\_\_\_ and shall include its successors and assigns (hereafter called (NAME OF THE OIL COMPANY) as a short form).

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

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

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

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

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

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

Delivered rate mentioned in the purchase order shall be inclusive of transportation cost and all the applicable duties, taxes, levies ( including but not limited to Octroi Entry tax/ LBT/, Export Fee & Import Fee), apart from basic





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material cost. The supplier will not be paid anything extra unless it is specified. However purchase tax in lieu of GST wherever applicable will be paid in Rs per KL, as quoted .

#### REFERENCE FOR DOCUMENTATION:

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

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

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

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

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

#### TAXES AND DUTIES:

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

#### SERVICE TAX:



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

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

IMPORT FEE/ ENTRY TAX/ LBT :

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

PAYMENT TERMS:

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

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

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

DOCUMENTS TO BE ACCOMPANIED ALONG WITH ETHANOL TANK TRUCK:

Department of Food & Public Distribution (DFPD) would provide a mechanism of certification to differentiate Ethanol produced from B Heavy molasses and Sugarcane juice / Sugar/ Sugar syrup route. OMCs shall pay the rate fixed for ethanol derived from B Heavy molasses and Sugarcane juice / Sugar/ Sugar syrup route only if the Tank Truck delivering Ethanol from B Heavy molasses and Sugarcane juice / Sugar/ Sugar syrup route is carrying the Certificate/ Document as per prescribed mechanism.

In case of Ethanol manufactured from Damaged food grain, the mechanism for payment of Ethanol will be Every TT delivering Ethanol from Damaged Food Grain



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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 not fit for human consumption 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.

#### PRICE REDUCTION CLAUSE:

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

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

The Supplier shall strictly adhere to the Supply Schedule and shall achieve supply performance of min. 85% of monthly indents and min. 95% of indents on quarterly basis. If Vendor does not achieve min. 85% on monthly basis and 95% on quarterly basis, the Price Reduction Clause will apply.

If the supply falls below 85% during any month and also 95% during a quarter, an amount equivalent to 5% of the basic cost shall be payable by the supplier for the undelivered quantity ( 85% of the monthly indented quantity less supplied quantity on month to month basis and/or 95% of quarterly indented quantity less supplied quantity, whichever is higher) and these shall be deducted from the payment due to the vendors or by encashing security deposit.

Offer for higher quantity for next month

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

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



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

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

#### TRANSIT INSURANCE:

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

#### DELIVERED SUPPLY:

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

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

The Owner/ Owner's representative will check sample from each compartment of the Tank-truck to ensure that same meets desired specification and thereafter take decision regarding acceptance/ rejection of the Truck Load. The decision of the Owner regarding acceptance/ rejection on quality ground will be binding on the Supplier.

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



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

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

#### INTEGRITY PACT (IP):

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

#### SECURITY DEPOSIT/ BANK GUARANTEE:

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

Bank Guarantee (BG) will be provided for 5% of the Basic value unless otherwise specified. This bank guarantee shall be valid (shall remain in force) for guarantee period (as mentioned in the guarantee clause), with an invocation period of six months thereafter. As per RBI guidelines, Structured Financial Messaging System (SFMS) has been adopted by most of the Banks for online BG confirmations. OMC shall be incorporating the same system for BG verification & confirmations.

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

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

#### 12. a. DELIVERY PERIOD:

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



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

The supplier will make supplies as per the indents/schedule placed by the purchaser. The supplier shall strictly adhere to the supply schedule and achieve supply performance of a minimum 85% of the quantity on per month basis and 95% on per quarter basis.

#### 12. b. DELIVERY LOCATION :

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

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

#### FORCE MAJEURE CLAUSE:

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

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



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acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil

disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power; (vi) radioactive contamination or ionizing radiation;

#### Notice and Reporting:

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

reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed; such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.

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

#### Mitigation Responsibility:





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

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

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

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

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

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

#### Force Majeure Events Exceeding 60 Days

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

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



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

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

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

Based on the submissions made by the vendor and based on the findings, OMCs will decide whether the waiver proposal is acceptable and if so, to what extent. In case of any dispute related to PRC waiver, State 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.

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



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

#### LIABILITY CLAUSE:

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

#### COMPLIANCE OF REGULATIONS:

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

#### ARBITRATION CLAUSE:



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

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

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

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

#### RECOVERY OF SUMS DUE:

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

#### REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:



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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.

#### NON-WAIVER:

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

#### CANCELLATION:

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

The vendor fails to comply with the terms of this purchase order/contract.  
The vendor becomes bankrupt or goes into liquidation.



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

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

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

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

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

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

#### ILLEGAL GRATIFICATIONS:

Any bribe, commission, gift or advantage given, promised or offered by the Supplier or by any body on his behalf, to the Purchaser or any person on his behalf either friend or relative, in relation to obtaining or execution of this particular or any other contract/(s) with Purchaser for showing favour or disfavour to any person in relation to this particular or any other contract/s as





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aforesaid shall subject the Supplier to the cancellation of the particular and / or any other all contracts entered into with them by the Purchaser and also to payment of any loss or damage resulting from any such cancellation to the like extent provided in the Agreement.

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

#### LAW GOVERNING THE CONTRACT:

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

#### JURISDICTION:

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

#### AGREEMENT:

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

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

**NOTE: The Clauses mentioned in the EOI & agreement are to read in cognizance & in totality. Similar clause mentioned in the agreement shall be superseded by clause mentioned in the EOI.**

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





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Signed and witnessed at \_\_\_\_\_ on \_\_\_\_\_.

SIGNATURE OF (SUPPLIER)

SIGNATURE OF PURCHASER (OIL COMPANY)

WITNESS 1.

WITNESS 1.

2.

2.

Signature\_\_\_\_\_

Name of Person signing\_\_\_\_\_

**Vendor's Name and address with seal**\_\_\_\_\_

Place:

Date:



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### **ANNEXURE-VIII**

#### **CERTIFICATE CONFIRMING ELIGIBILITY FOR BENEFITS OF PUBLIC PROCUREMENT POLICY AS MSMED ACT 2006**

Ref: Tender No..... for.....

This is to confirm that we have verified the investment limits and other details of Unit \_\_\_\_\_ pertaining to M/s \_\_\_\_\_ and certify that they satisfy the eligibility criteria as per MSMED Act, 2006 and other notifications/circulars issued time to time in this regard. Accordingly, M/s \_\_\_\_\_ is a Micro/Small enterprise under the said Act and are eligible to claim the benefits of public procurement policy as per MSMED Act 2006 for the tender mentioned above.

#### **In case applicable:**

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under SC/ST provision of Public Procurement Policy Order 2012 and other notifications/circulars issued time to time in this regard and are hence eligible to claim benefits pertaining to SC/ST under the act.

#### **In case applicable:**

Based on our verification of share holding pattern and other details, it is certified that M/s \_\_\_\_\_ meets the eligibility criteria under Women Entrepreneur provision of Public Procurement Policy Order 2012 and other notifications/circulars issued time to time in this regard and are hence eligible to claim benefits pertaining to Women Entrepreneur under the act.