



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



**INDIAN OIL CORPORATION LIMITED
BHARAT PETROLEUM CORPORATION LIMITED
HINDUSTAN PETROLEUM CORPORATION LIMITED
MANGALORE REFINERY AND PETROCHEMICALS LIMITED**

INVITE

QUANTITY BIDDING FOR

**SUPPLY OF AROUND 139 CRORE LITRES OF
DENATURED ANHYDROUS ETHANOL AT OIL
MARKETING COMPANIES (OMCs) LOCATIONS
FOR THE ESY 22-23**

**SYSTEM ID - 8185 DATED 25.11.2022
TENDER REFERENCE NO. – 1000393915 (C-3)
DUE DATE & TIME – 30.11.2022@15:00 HRS.**



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

E tender No: 8185

25.11.2022

Dear Sir/Madam,

SUBJECT: SUPPLY OF AROUND 139 CRORE LITRES OF DENATURED ANHYDROUS ETHANOL AT OIL MARKETING COMPANIES (OMCs) LOCATIONS FOR THE ESY 22-23

1. You are invited to submit your offer of quantities in KL for supply of Denatured Anhydrous Ethanol for period 01.12.2022 - 31.10.2023 on the terms and conditions contained in this tender document.
2. This bid document consists of the following Annexures, which are enclosed / part of bidding forms:

I.	QUANTITY BID DETAILS & DECLARATIONS	Annexure I
II.	ETHANOL & TRANSPORTATION RATE, TAX DETAILS	Annexure II
III.	EVALUATION / ORDER AWARD CRITERIA	Annexure III
IV.	SECURITY DEPOSIT, PRICE REDUCTION CLAUSE, CHANGE IN DISTILLERY, NEW FEEDSTOCK, CORRECTIVE MEASURES & PAYMENT TERMS	Annexure IV
V.	LATITUDE & LONGITUDE OF OMCs LOCATIONS	Annexure V
VI.	GUIDELINES TO ASSESS PRODUCTION OF ETHANOL	Annexure VI
VII.	GENERAL PURCHASE CONDITIONS	Annexure VII
VIII.	GENERAL INSTRUCTIONS TO VENDORS FOR E-TENDERING	Annexure VIII

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

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



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

IV	INTEGRITY PACT DECLARATION	Online confirmation
V	Current ethanol production Capacity in KLPD	Online form to be filled up (Numeral up to 3 digits only)

BIDDERS TO TAKE A NOTE OF THE FOLLOWING: -

- Please visit the website <https://bpcltenders.eproc.in> for participating in this tender process and submitting your bid online. Further bidders who are already registered on old bpcl E-tendering portal need not register again on <https://bpcltenders.eproc.in>. Directly login with your registered email id, Use Default password - KG2J0ZSO Challenge Phrase- PRHBVG07. You may kindly contact on support desk for any query. Details of the same are given in general instruction to bidders for E tendering.
- Your online bid should be submitted on or before the due date & time of this tender.
- E-tender system will automatically close on the due date and time and bidders will not be able to submit their bids after the closing time. Bids submitted after the due date and time of closing of EOI or not in the prescribed format are liable to be rejected. BPCL does not take any responsibility for any delay in submission of online bids due to connectivity problem or non-availability of website etc. No claims on this account shall be entertained.

Thanking you,

Yours faithfully,

FOR OIL MARKETING COMPANIES

Sd/-

Procurement Leader – Group 8, CPO (Mktg.)

Bharat Petroleum Corporation Limited



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

ANNEXURE –I: QUANTITY BID DETAILS & DECLARATIONS

Filling Quantity Bid: Bidders shall quote Ethanol quantities to be supplied by them against the requirement of OMCs, location wise, feedstock category wise for the period of 1st December 2022 to 31st October 2023 in this quantity bid.

Quantity bids for the ESY 2022-23, period of 1st December 2022 - 31st October 2023 are being opened for registered bidders as per long term ethanol procurement policy.

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

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

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

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

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

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

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

"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."



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

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

Bidders need to enter the following in the quantity bid form

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

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



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

ANNEXURE –II: ETHANOL & TRANSPORTATION RATE, TAX DETAILS

A. ETHANOL RATES

OMCs are guided by MOP&NG circulars/ PIB notifications regarding prices of ethanol for EBP Program.

- **Following shall be the Basic Rates for Ethanol procurement by OMCs for the period (01.12.22 TO 31.10.2023)**

Sr. no.	Name of Feedstock used for producing Ethanol	Rate for Ethanol (Rs. Per KL) *
1	Sugarcane Juice / Sugar / Sugar Syrup	65,610
2	B-Heavy Molasses	60,730
3	C-Heavy Molasses	49,410
4	Damaged Food Grain	55,540
5	Maize	56,350
6	Surplus Rice sourced from FCI	58,500

*GST as per actuals & Transportation shall be paid extra.

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

The allocated quantities under this Quantity Bid shall be procured as per the prevailing rates of Ethanol during ESY 22-23.



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

B. TRANSPORTATION RATES

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

Slabs* (One way distance in KM)	Transportation Rates (Rs. /KL) #
0 to 75	165
>75 to 200	380
>200 to 300	675
>300 to 400	946
>400 to 500	1220
>500 to 600	1491
>600 to 700	1762
>700 to 800	2034
>800 to 900	2534
>900 to 1000	2832
>1000 to 1100	3350
>1100 to 1200	3670
>1200	Per KL rate shall be Rs. 3670 + 2.65/KL/KM for additional KM beyond 1200 KM

Notes:

#These rates are based on benchmark rate as on 15.11.2022 (average RSP of Diesel in Mumbai for the period from 16.08.2022 to 15.11.2022) and shall be considered as last revision benchmark rate.

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

Escalation clause linked with HSD rate is applicable on above mentioned transportation rates. The transportation rates under above slabs shall be revised by OMCs on quarterly basis.



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

The formula for the same shall be as under:

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

The transportation rates shall be reviewed / revised on quarterly basis (ESY) if there is a variation of minimum 2% in Diesel rates from last revision benchmark rate. Benchmark rate as on 15th of the preceding month of ESY quarter shall be considered for revision in transportation rates in subsequent quarters. Thus, Benchmark rate as on 15.02.2023 (average RSP of Diesel in Mumbai for the previous 3-month period i.e., from 16.11.2022 to 15.02.2023) shall be considered for rate revision for Q2 ESY 2022-23.

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

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

Goods and Service Tax (GST) in %: GST @5% is applicable for HSN code 2207 for Ethanol. Delivered cost will be total of administered price/rate for Ethanol, transportation rates and GST as applicable. In case of revision in the Administered price of Ethanol by Govt. of India, effective date for implementation of new Administered price of Ethanol will be either the date of Press Information Bureau (PIB) release or as mentioned in PIB Note or as advised by Govt. of India to OMCs.

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

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

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



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

ANNEXURE-III: EVALUATION / ORDER AWARD CRITERIA

A. Preferential Allocation to Dedicated Ethanol Plants (DEPs) having LTOA

DEPs who have valid Long Term Offtake Agreement (LTOA) with OMCs and have been declared as commissioned in-line with LTOA shall be given 1st preference of allocation up to design capacity as accepted by OMCs post evaluation of DEP application on best endeavour basis as per allocation criteria mentioned in the EOI.

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

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

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

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

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

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

B. Allocation to bidders other than DEPs

Balance quantity after preferential allocation to DEPs as above will then be offered to bidders as per the allocation criteria mentioned in the EOI.



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

Allocation Criteria:

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

1. Supplies from Within State:

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

Category A: Sugarcane Juice/ Sugar / Sugar Syrup

Category B: B-Heavy Molasses

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

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

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

2. Supplies from Outside State:

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



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

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

Example:

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

The allocation would be in the following order:

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



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

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

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

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

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

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

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

C. Other Conditions/ details:

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

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

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

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



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

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

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

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

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

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

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

$$P2 = P1 + E$$

P2 - Price of Ethanol as on the date of escalation

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

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

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

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

D. Diversion of allocated quantity

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

E. Procurement of additional quantity:

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



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

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

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

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

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



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

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

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

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



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

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

A. SECURITY DEPOSIT

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

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

B. PRICE REDUCTION CLAUSE

The modalities for PRC shall be as under:

Monthly pro-rata PO qty shall be applicable to vendor for supplies of ethanol for the contract period. The supplier shall strictly adhere to the supply schedule i.e., day wise indent (based on monthly pro-rata PO qty) if provided by OMC location or monthly pro-rata PO quantity. Price Reduction Clause will not be applicable if supplier achieves supply performance of a minimum of 90% of the quantity per month as well as achieve supply performance of a minimum of 95% of the quantity on yearly basis.

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

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

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

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



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

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

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

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

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

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

APPLICABILITY OF RATES/PRC FOR SUPPLIED QUANTITY IN Q1 ESY 22-23

- A. For all vendors who have completed their contracted quantity of ESY 21-22, supplied quantity in Q1 ESY 22-23 will be paid as per price applicable for ESY 22-23.
- B. For all vendors who have not completed their contracted quantity of ESY 21-22
 1. Rate Applicable for supplies made in Dec'22: As per the directions received from MoPNG, if there is any shortfall in supply of contracted quantity of ethanol by any supplier in ESY 21-22, the quantities supplied in the month of December'22, will be treated as Ethanol supplied for making up the shortfall of ESY 21-22. All such supplies made in Dec-22 (to the extent of shortfall quantity) will be given the declared basic price of ESY 21-22 (excluding the amount applicable under relief scheme) + GST (as applicable) + Transportation rates applicable for November-22.
 2. Applicability of PRC for ESY 21-22: Even after considering the supplies of December-22 (as above), if there is still a shortfall in contracted quantity of ESY 21-22, PRC will be levied as per Terms & Conditions of ESY 21-22 after including the quantity supplied in Dec'22.



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

3. Applicability of PRC for Q1 ESY 22-23: All supplies made in Dec'22 to cover the shortfall in contracted quantity of ESY 21-22, even though paid at old rates as mentioned above, will be considered as part of quantity supplied in Q1 ESY 22-23 for applicability of PRC.

C. CHANGE OF DISTILLERY

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

1. The alternate distillery (ies) can be located in the same state or other state. Quantities so accepted from the alternate distillery, will be allocated by OMCs to the needy locations.
2. Certificate from state excise clearly mentioning the reason for non-supply of Ethanol from the original distillery.
3. Certificate from state excise clearly mentioning the alternate distillery of the supplier from which the pending quantity is proposed to be supplied. This pending quantity supplied by alternate distillery will be adjusted from allocation of original distillery.
4. The transportation rate applicable shall be less than or equal to the rate as per original contract.
5. Change of distillery is allowed for:
 - Cooperative distilleries under the administrative control of State Government
 - Distilleries belonging to one company
 - Distilleries belonging to the holding company or wholly owned subsidiary of the supplier company.
6. Certificate from practicing chartered accountant/ company secretary needs to be submitted to establish that new supplier is either a holding company or wholly owned subsidiary of the original supplier company.

D. CORRECTIVE MEASURES FOR IMPROVING BLENDING PERCENTAGE

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



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

E. PAYMENT TERMS

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

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

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

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

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

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

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

ID	cluster ID	OMC	Name	State	State ID	Lat	Long
1	1	IOC		Andhra Pradesh	1		
2	1	HPC	KADAPA	Andhra Pradesh	1	14.417442	78.942474
3	1	BPC		Andhra Pradesh	1		
4	5	IOC	Guntakal Depot	Andhra Pradesh	1	15.156486	77.455522
5	5	HPC		Andhra Pradesh	1		
6	5	BPC		Andhra Pradesh	1		
7	7	IOC	Chittoor Terminal	Andhra Pradesh	1	13.165425	79.038411
8	7	HPC		Andhra Pradesh	1		
9	7	BPC		Andhra Pradesh	1		
10	6	IOC	Ongole Depot	Andhra Pradesh	1	15.400978	80.039438
11	6	HPC		Andhra Pradesh	1		
12	6	BPC	ONGOLE DEPOT	Andhra Pradesh	1	15.398283	80.040551
13	3	IOC	Rajahmundry Terminal	Andhra Pradesh	1	17.199848	81.842302
14	3	HPC	RAJAHMUNDRY	Andhra Pradesh	1	17.202068	81.844974
15	3	BPC		Andhra Pradesh	1		
16	8	IOC		Andhra Pradesh	1		
17	8	HPC	GOOTY	Andhra Pradesh	1	15.141476	77.6509159
18	8	BPC	GOOTY	Andhra Pradesh	1	15.141476	77.6509159
19	2	IOC	Vijayawada Terminal	Andhra Pradesh	1	16.657226	80.553092
20	2	HPC	VIJAYAWADA	Andhra Pradesh	1	16.65638	80.56018
21	2	BPC	KONDAPALLI	Andhra Pradesh	1	16.659722	80.563513
22	4	IOC	Vizag Terminal	Andhra Pradesh	1	17.693004	83.255782
23	4	HPC	VISAKHAPATNAM	Andhra Pradesh	1	17.717866	83.243907
24	4	BPC	VIZAG INSTALLATION	Andhra Pradesh	1	17.70563889	83.25166667
25	9	IOC		Andhra Pradesh	1		
26	9	HPC		Andhra Pradesh	1		
27	9	BPC	Tada	Andhra Pradesh	1	13.58046	80.04032
28	11	IOC		ASSAM	2		
29	11	HPC	Numaligarh	ASSAM	2		
30	11	BPC	Numaligarh	ASSAM	2	26.576248	93.7972
31	10	IOC	Betkuchi(Guwahati)	ASSAM	2	26.116667	91.730833
32	10	HPC	GUWAHATI	ASSAM	2	26.116469	91.729599
33	10	BPC		ASSAM	2		
34	13	IOC	Barauni Terminal	Bihar	3	25.436996	86.051212
35	13	HPC	BARAUNI	Bihar	3	25.4439	86.04853
36	13	BPC	BARAUNI TOP	Bihar	3	25.44045	86.04679
37	12	IOC	Patna Terminal	Bihar	3	25.579494	85.123226
38	12	HPC	PATNA	Bihar	3	25.557852	84.858964
39	12	BPC	PATNA TOP	Bihar	3	25.576771	85.121191
40	14	IOC	Raxaul Depot	Bihar	3	26.986805	84.853217
41	14	HPC		Bihar	3		
42	14	BPC		Bihar	3		
43	15	IOC	Motihari	Bihar	3	26.720000	84.800000
44	15	HPC		Bihar	3		
45	15	BPC		Bihar	3		
46	16	IOC		Bihar	3		

ID	cluster ID	OMC	Name	State	State ID	Lat	Long
47	16	HPC		Bihar	3		
48	16	BPC	MUZAFFARPUR DEPOT	Bihar	3	26.086156	85.408157
49	18	IOC	Lakholi Terminal	Chhattisgarh	4	21.190414	81.878503
50	18	HPC	RAIPUR	Chhattisgarh	4	21.2256	81.78318
51	18	BPC	Raipur(Common User Terminal)	Chhattisgarh	4	21.190114	81.880376
52	17	IOC	Korba Terminal	Chhattisgarh	4	22.450705	82.64659
53	17	HPC		Chhattisgarh	4		
54	17	BPC		Chhattisgarh	4		
55	19	IOC	Tikari Kalan	Delhi	5	28.686405	76.98632
56	19	HPC	DELHI	Delhi	5	28.688211	76.974367
57	19	BPC	BIJWASAN	Delhi	5	28.5444379	77.060964
58	20	IOC	ZIOTL	Goa	6	15.39856	73.808074
59	20	HPC	ZIOTL	Goa	6	15.39856	73.808074
60	20	BPC	ZIOTL	Goa	6	15.39856	73.808074
61	23	IOC	Hazira Terminal	Gujarat	7	21.177675	72.7182
62	23	HPC	HAZIRA	Gujarat	7	21.183448	72.718234
63	23	BPC	HAZIRA	Gujarat	7	21.187279	72.716665
64	22	IOC	Kandla Main	Gujarat	7	23.079596	70.156159
65	22	HPC	KANDLA	Gujarat	7	23.0717849	70.1612116
66	22	BPC	KANDLA	Gujarat	7	23.074811	70.158422
67	24	IOC	Vadodara WOT	Gujarat	7	22.395011	73.197396
68	24	HPC	VADODARA	Gujarat	7	22.407645	73.090403
69	24	BPC	KOYALI	Gujarat	7	22.380758	73.128684
70	25	IOC	Navegaon	Gujarat	7	22.823587	72.60133
71	25	HPC		Gujarat	7		
72	25	BPC	NAVEGAM	Gujarat	7	22.823553	72.609018
73	21	IOC	Sidhpur Terminal	Gujarat	7	23.950974	72.367
74	21	HPC		Gujarat	7		
75	21	BPC	SIDHPUR	Gujarat	7	23.954641	72.368925
76	27	IOC		Gujarat	7		
77	27	HPC	PALANPUR	Gujarat	7	24.215266	72.301782
78	27	BPC		Gujarat	7		
79	26	IOC	EOL Vadinar	Gujarat	7	22.343554	69.761472
80	26	HPC	EOL Vadinar	Gujarat	7	22.343554	69.761472
81	26	BPC	EOL Vadinar	Gujarat	7	22.343554	69.761472
82	28	IOC		Gujarat	7		
83	28	HPC	RIL Jamnagar	Gujarat	7	22.353729	69.871923
84	28	BPC		Gujarat	7		
85	29	IOC	Panipat Top	Haryana	8	29.479768	76.89032
86	29	HPC		Haryana	8		
87	29	BPC	PANIPAT	Haryana	8	29.486461	76.8891
88	30	IOC	Rewari Terminal	Haryana	8	28.141812	76.59969
89	30	HPC	REWARI	Haryana	8	28.13871	76.60148
90	30	BPC	REWARI TOP	Haryana	8	28.140534	76.603578
91	32	IOC		Haryana	8		
92	32	HPC	BAHADURGARH	Haryana	8	28.734841	76.851693

ID	cluster ID	OMC	Name	State	State ID	Lat	Long
93	32	BPC		Haryana	8		
94	31	IOC		Haryana	8		
95	31	HPC		Haryana	8		
96	31	BPC	PIYALA	Haryana	8	28.275051	77.309454
97	82	IOC	Una Terminal	Himachal Pradesh	9	31.407144	76.280425
98	82	HPC		Himachal Pradesh	9		
99	82	BPC		Himachal Pradesh	9		
100	33	IOC		Himachal Pradesh	9		
101	33	HPC	NALGARH	Himachal Pradesh	9	31.02017	76.71753
102	33	BPC		Himachal Pradesh	9		
103	35	IOC		J&K	10		
104	35	HPC	JAMMU	J&K	10	32.703149	74.883695
105	35	BPC		J&K	10		
106	36	IOC		Ladakh	25		
107	36	HPC	LEH	Ladakh	25	34.14834	77.46873
108	36	BPC		Ladakh	25		
109	34	IOC	SRINAGAR	J&K	10	34.036544	74.911858
110	34	HPC		J&K	10		
111	34	BPC	SRINAGAR DEPOT	J&K	10	34.03595078	74.90891038
112	37	IOC	Jasidih Terminal	Jharkhand	11	24.512302	86.637789
113	37	HPC		Jharkhand	11		
114	37	BPC		Jharkhand	11		
115	41	IOC		Jharkhand	11		
116	41	HPC	BOKARO	Jharkhand	11	23.686529	86.067184
117	41	BPC	BOKARO	Jharkhand	11	23.602612	86.068276
118	38	IOC	Khunti Terminal	Jharkhand	11	23.034453	85.289215
119	38	HPC		Jharkhand	11		
120	38	BPC		Jharkhand	11		
121	39	IOC		Jharkhand	11		
122	39	HPC		Jharkhand	11		
123	39	BPC	Ranchi	Jharkhand	11		
124	42	IOC		Jharkhand	11		
125	42	HPC		Jharkhand	11		
126	42	BPC	TATANAGAR DEPOT	Jharkhand	11	22.771253	86.202791
127	40	IOC		Jharkhand	11		
128	40	HPC		Jharkhand	11		
129	40	BPC	DHANBAD DEPOT	Jharkhand	11	23.787876	86.431124
130	47	IOC	Bijapur	Karnataka	12	16.83495	75.741808
131	47	HPC		Karnataka	12		
132	47	BPC	Bijapur	Karnataka	12	16.83495	75.741808
133	46	IOC	Belgaum (Desur)	Karnataka	12	15.751829	74.494296
134	46	HPC		Karnataka	12		
135	46	BPC	DESUR DEPOT	Karnataka	12	15.755797	74.496317
136	48	IOC	Gulbarga	Karnataka	12	17.268935	76.873462
137	48	HPC	GULBARGA	Karnataka	12	17.27092	76.87315
138	48	BPC	GULBARGA	Karnataka	12	17.265861	76.876694

ID	cluster ID	OMC	Name	State	State ID	Lat	Long
139	50	IOC	Hassan	Karnataka	12	12.9836	76.1187
140	50	HPC	HASSAN	Karnataka	12	12.9836	76.1187
141	50	BPC	HASSAN	Karnataka	12	12.9836	76.1187
142	50	MRPL	HASSAN	Karnataka	12	12.9836	76.1187
143	43	IOC	Mangalore	Karnataka	12	12.914373	74.813308
144	43	HPC	MANGALORE	Karnataka	12	12.975957	74.838175
145	43	BPC	MCI	Karnataka	12	12.959509	74.812629
146	43	MRPL	MRPL	Karnataka	12		
147	49	IOC	Mysore	Karnataka	12	12.341814	76.640285
148	49	HPC		Karnataka	12		
149	49	BPC	MYSORE	Karnataka	12	12.342605	76.638852
150	45	IOC	Navalur(Hubli)	Karnataka	12	15.408236	75.064085
151	45	HPC	HUBLI	Karnataka	12	15.41378	75.06767
152	45	BPC		Karnataka	12		
153	44	IOC	Devanagonthi	Karnataka	12	12.987038	77.83696
154	44	HPC	BENGALURU	Karnataka	12	12.98702	77.84745
155	44	BPC	DEVANGUNTHI	Karnataka	12	12.986353	77.844206
156	51	IOC		Karnataka	12		
157	51	HPC		Karnataka	12		
158	51	BPC	Raichur	Karnataka	12	16.187513	77.338451
159	53	IOC	Kozhikode	Kerala	13	11.17222222	75.83305556
160	53	HPC	KOZHICODE	Kerala	13	11.34815	75.7405583
161	53	BPC		Kerala	13		
162	52	IOC	Irumpanam	Kerala	13	9.97972222	76.35305556
163	52	HPC	IRUMPANAM	Kerala	13	9.9860533	76.3541716
164	52	BPC	IRIMPANAM INSTALLATION	Kerala	13	9.978528	76.350397
165	58	IOC	Jabalpur Depot	Madhya Pradesh	14	23.143415	79.690542
166	58	HPC	JABALPUR	Madhya Pradesh	14	23.1441625	79.6927636
167	58	BPC	BHITONI	Madhya Pradesh	14	23.144546	79.689502
168	59	IOC	Gwalior Depot	Madhya Pradesh	14	26.312384	78.123955
169	59	HPC	GWALIOR	Madhya Pradesh	14	26.307783	78.127171
170	59	BPC	RAIRU	Madhya Pradesh	14	26.309487	78.125635
171	56	IOC	Indore Terminal	Madhya Pradesh	14	22.813583	75.922455
172	56	HPC	INDORE	Madhya Pradesh	14	22.81812	75.92268
173	56	BPC	MANGLIA	Madhya Pradesh	14	22.813841	75.920059
174	55	IOC	RIL Bkania	Madhya Pradesh	14	23.274379	77.270823
175	55	HPC	RIL Bkania	Madhya Pradesh	14	23.274379	77.270823
176	55	BPC	BAKANIA	Madhya Pradesh	14	23.26539	77.268756
177	54	IOC	Ratlam Terminal	Madhya Pradesh	14	23.402004	75.12322
178	54	HPC		Madhya Pradesh	14		
179	54	BPC		Madhya Pradesh	14		
180	57	IOC	Itarsi Depot	Madhya Pradesh	14	22.595437	77.759615
181	57	HPC		Madhya Pradesh	14		
182	57	BPC		Madhya Pradesh	14		
183	61	IOC		Madhya Pradesh	14		
184	61	HPC		Madhya Pradesh	14		

ID	cluster ID	OMC	Name	State	State ID	Lat	Long
185	61	BPC	Bina	Madhya Pradesh	14	24.256161	78.180732
186	60	IOC	Sagar Depot	Madhya Pradesh	14	23.88449	78.603775
187	60	HPC	SAGAR	Madhya Pradesh	14	23.88146	78.60588
188	60	BPC		Madhya Pradesh	14		
189	67	IOC	Akola Depot	Maharashtra	15	20.722439	76.897393
190	67	HPC	AKOLA	Maharashtra	15	20.72184196	76.89988721
191	67	BPC	GAIGAON	Maharashtra	15	20.720648	76.904942
192	70	IOC	Ahmednagar Depot	Maharashtra	15	18.993136	74.667183
193	70	HPC		Maharashtra	15		
194	70	BPC	AKOLNER	Maharashtra	15	18.991722	74.668758
195	73	IOC	Borkhedi Terminal	Maharashtra	15	20.858121	78.969385
196	73	HPC	BORKHEDI	Maharashtra	15	20.858931	78.969122
197	73	BPC	BORKHEDI	Maharashtra	15	20.857715	78.969364
198	62	IOC	Pune Terminal	Maharashtra	15	18.491907	74.00977
199	62	HPC	LONI	Maharashtra	15	18.49161	74.01543
200	62	BPC	Haweli	Maharashtra	15	18.459407	74.09188
201	66	IOC	Manmad Terminal	Maharashtra	15	20.266582	74.484722
202	66	HPC	MANMAD	Maharashtra	15	20.27335	74.50025
203	66	BPC	MANMAD	Maharashtra	15	20.269226	74.493234
204	72	IOC	Miraj Depot	Maharashtra	15	16.832705	74.634104
205	72	HPC	MIRAJ	Maharashtra	15	17.006366	74.52319
206	72	BPC	MIRAJ	Maharashtra	15	16.827753	74.636758
207	71	IOC	Solapur Terminal	Maharashtra	15	17.726506	75.783073
208	71	HPC	SHOLAPUR	Maharashtra	15	17.72944444	75.78055556
209	71	BPC	PAKNI	Maharashtra	15	17.730542	75.783844
210	69	IOC	Dhule Depot	Maharashtra	15	20.736384	74.87391
211	69	HPC		Maharashtra	15		
212	69	BPC		Maharashtra	15		
213	68	IOC	Chandrapur Depot	Maharashtra	15	20.02148	79.187814
214	68	HPC		Maharashtra	15		
215	68	BPC		Maharashtra	15		
216	63	IOC	Vashi Terminal	Maharashtra	15	19.05414	73.026543
217	63	HPC	VASHI TERMINAL	Maharashtra	15	19.05807	73.03071
218	63	BPC		Maharashtra	15		
219	64	IOC	Sewree-I Terminal	Maharashtra	15	18.999361	72.8556338
220	64	HPC	WADALA	Maharashtra	15	19.011509	72.862809
221	64	BPC	SEWREE	Maharashtra	15	19.006498	72.860446
222	65	IOC	JNPT Terminal	Maharashtra	15	18.89822	72.98199
223	65	HPC		Maharashtra	15		
224	65	BPC		Maharashtra	15		
225	74	IOC	Wardha	Maharashtra	15	20.728487	78.477356
226	74	HPC	Wardha	Maharashtra	15	20.728487	78.477356
227	74	BPC		Maharashtra	15		
228	77	IOC	BHUBANESWAR DEPOT	Odisha	16	20.176176	85.727443
229	77	HPC		Odisha	16		

ID	cluster ID	OMC	Name	State	State ID	Lat	Long
230	77	BPC		Odisha	16		
231	75	IOC	PARADEEP TERMINAL	Odisha	16	20.285074	86.626861
232	75	HPC	PARADIP	Odisha	16	20.28258	86.62244
233	75	BPC	PARADEEP INSTALLATION	Odisha	16	20.284489	86.630478
234	78	IOC	BALASORE DEPOT	Odisha	16	21.495191	86.846079
235	78	HPC	BALASORE	Odisha	16	21.496095	86.848667
236	78	BPC	BALASORE DEPOT	Odisha	16	21.496967	86.845569
237	76	IOC	JHARSUGUDA TERMINAL	Odisha	16	21.889272	84.065334
238	76	HPC		Odisha	16		
239	76	BPC	JHARSUGUDA	Odisha	16	21.889272	84.065334
240	81	IOC	Bhatinda Terminal	Punjab	17	30.161572	74.981835
241	81	HPC	BHATINDA	Punjab	17	30.15943	74.97974
242	81	BPC	BATHINDA	Punjab	17	30.165211	74.979047
243	79	IOC	Jalandhar Terminal	Punjab	17	31.335655	75.613855
244	79	HPC	JALANDHAR	Punjab	17	31.34525	75.61833
245	79	BPC	JALANDHAR DEPOT	Punjab	17	31.344676	75.615803
246	80	IOC	Sangrur Terminal	Punjab	17	30.214429	75.861574
247	80	HPC	SANGRUR	Punjab	17	30.2132	75.864
248	80	BPC	SANGRUR	Punjab	17	30.2137134	75.8688066
249	83	IOC		Punjab	17		
250	83	HPC		Punjab	17		
251	83	BPC	LALRU	Punjab	17	30.467958	76.787957
252	84	IOC		Rajasthan	18		
253	84	HPC	AJMER	Rajasthan	18	26.333023	74.564622
254	84	BPC		Rajasthan	18		
255	86	IOC	Chittorgarh Terminal	Rajasthan	18	24.81947	74.63164
256	86	HPC		Rajasthan	18		
257	86	BPC		Rajasthan	18		
258	87	IOC	Jaipur Terminal	Rajasthan	18	26.66258	75.68735
259	87	HPC	JAIPUR	Rajasthan	18	26.786394	75.506758
260	87	BPC	JOBNER	Rajasthan	18	26.896453	75.432813
261	85	IOC	Jodhpur Terminal	Rajasthan	18	26.14053	73.01778
262	85	HPC	JODHPUR	Rajasthan	18	26.141399	73.021815
263	85	BPC	SALAWAS	Rajasthan	18	26.140721	73.023181
264	88	IOC	Bharatpur Depot	Rajasthan	18	27.28495	77.52918
265	88	HPC	BHARATPUR	Rajasthan	18	27.290376	77.528291
266	88	BPC	BHARATPUR	Rajasthan	18	27.287124	77.530656
267	89	IOC		Rajasthan	18		
268	89	HPC		Rajasthan	18		
269	89	BPC	KOTA TOP	Rajasthan	18	25.192346	75.973679
270	120	IOC	Rangpo Depot	SIKKIM	19	27.1948	88.4929
271	120	HPC		SIKKIM	19		
272	120	BPC		SIKKIM	19		
273	92	IOC	Coimbatore	Tamil Nadu	20	11.031376	77.079762
274	92	HPC	COIMBATORE	Tamil Nadu	20	11.030765	77.081881

ID	cluster ID	OMC	Name	State	State ID	Lat	Long
275	92	BPC	IRUGUR TOP	Tamil Nadu	20	11.024901	77.083837
276	93	IOC	Sankari	Tamil Nadu	20	11.438745	77.87192
277	93	HPC		Tamil Nadu	20		
278	93	BPC	Sankari	Tamil Nadu	20	11.437085	77.872733
279	91	IOC	Trichy	Tamil Nadu	20	10.776313	78.836796
280	91	HPC		Tamil Nadu	20		
281	91	BPC		Tamil Nadu	20		
282	94	IOC	Ennore	Tamil Nadu	20	13.287789	80.330789
283	94	HPC	CHENNAI NEW	Tamil Nadu	20	13.242361	80.311467
284	94	BPC	ENNORE COASTAL INSTALLATION	Tamil Nadu	20	13.243603	80.308667
285	95	IOC		Tamil Nadu	20		
286	95	HPC	TIRUNELVELI	Tamil Nadu	20	8.740559	77.707506
287	95	BPC	TIRUNELVELI DEPOT	Tamil Nadu	20	8.738261	77.707214
288	96	IOC		Tamil Nadu	20		
289	96	HPC	KARUR	Tamil Nadu	20	10.9896	78.0394
290	96	BPC	KARUR	Tamil Nadu	20	10.9896	78.0394
291	90	IOC	Madurai	Tamil Nadu	20	9.849898	78.029136
292	90	HPC	MADURAI	Tamil Nadu	20	9.851072811	78.03225708
293	90	BPC		Tamil Nadu	20		
294	97	IOC	Hyderabad Terminal	Telangana	21	17.451743	78.600973
295	97	HPC	SECUNDERABAD	Telangana	21	17.45895	78.71622
296	97	BPC	CHERLAPALLY INSTALLATION	Telangana	21	17.452406	78.60327
297	99	IOC		Telangana	21		
298	99	HPC	SURIYAPET	Telangana	21	17.0861	79.66452
299	99	BPC	WARANGAL	Telangana	21	17.97316	79.611476
300	98	IOC	Ramagundam Depot	Telangana	21	18.746927	79.433503
301	98	HPC	RAMAGUNDAM	Telangana	21	18.74406	79.431768
302	98	BPC		Telangana	21		
303	100	IOC	Allahabad Terminal	Uttar Pradesh	22	25.436939	81.773224
304	100	HPC		Uttar Pradesh	22		
305	100	BPC		Uttar Pradesh	22		
306	105	IOC	Jhansi	Uttar Pradesh	22	25.54082	78.503933
307	105	HPC		Uttar Pradesh	22		
308	105	BPC	KARARI DEPOT	Uttar Pradesh	22	25.538922	78.50493
309	104	IOC	Baitalpur Depot	Uttar Pradesh	22	26.567669	83.721261
310	104	HPC	BAITALPUR	Uttar Pradesh	22	26.56431	83.72752
311	104	BPC	BAITALPUR	Uttar Pradesh	22	26.565	83.7233
312	106	IOC	Gonda Depot	Uttar Pradesh	22	27.145504	81.951199
313	106	HPC		Uttar Pradesh	22		
314	106	BPC	GONDA	Uttar Pradesh	22	27.146937	81.94982
315	101	IOC	Kanpur Terminal	Uttar Pradesh	22	26.462137	80.252258
316	101	HPC	KANPUR	Uttar Pradesh	22	26.378708	80.116386
317	101	BPC	KANPUR	Uttar Pradesh	22	26.46207	80.18745
318	103	IOC	Lucknow Terminal	Uttar Pradesh	22	26.768801	80.840086
319	103	HPC	LUCKNOW	Uttar Pradesh	22	26.770885	80.841927
320	103	BPC		Uttar Pradesh	22		

ID	cluster ID	OMC	Name	State	State ID	Lat	Long
321	102	IOC	Mughalsarai Terminal	Uttar Pradesh	22	25.278189	83.139992
322	102	HPC	MUGHALSARAI	Uttar Pradesh	22	25.283405	83.146291
323	102	BPC	MUGHALSARAI	Uttar Pradesh	22	25.283056	83.144167
324	111	IOC	Aonla / Bareilly Depot	Uttar Pradesh	22	28.2933	79.16953
325	111	HPC	BAREILLY NEW	Uttar Pradesh	22	28.2943	79.17203
326	111	BPC	AONLA	Uttar Pradesh	22	28.2930188	79.1652083
327	110	IOC	Banthra / Shahjahanpur Depot	Uttar Pradesh	22	27.924105	79.83165
328	110	HPC		Uttar Pradesh	22		
329	110	BPC	BANTHRA DEPOT	Uttar Pradesh	22	27.922262	79.835184
330	109	IOC	Najibabad Depot	Uttar Pradesh	22	29.59803	78.33011
331	109	HPC		Uttar Pradesh	22		
332	109	BPC	NAJIBABAD	Uttar Pradesh	22	29.59936	78.330399
333	108	IOC	Meerut Terminal	Uttar Pradesh	22	28.946845	77.657637
334	108	HPC	MEERUT	Uttar Pradesh	22	28.94964	77.6591
335	108	BPC		Uttar Pradesh	22		
336	107	IOC	Mathura Refinery	Uttar Pradesh	22	27.37009864	77.68637618
337	107	HPC	MATHURA	Uttar Pradesh	22	27.3828	77.698027
338	107	BPC	MATHURA	Uttar Pradesh	22	27.3819	77.6999
339	113	IOC	Haldwani Depot	Uttarakhand	23	29.089565	79.520592
340	113	HPC		Uttarakhand	23		
341	113	BPC		Uttarakhand	23		
342	112	IOC	Roorkee Top	Uttarakhand	23	29.79629	77.94179
343	112	HPC	ROORKEE	Uttarakhand	23	29.79482	77.94594
344	112	BPC		Uttarakhand	23		
345	117	IOC	Haldia Installation	West Bengal	24	22.0373901	88.098982
346	117	HPC	HALDIA	West Bengal	24	22.0696	88.1544
347	117	BPC	HALDIA INSTALLATION	West Bengal	24	22.057783	88.135137
348	118	IOC	Malda Depot	West Bengal	24	25.010569	88.162681
349	118	HPC		West Bengal	24		
350	118	BPC	MALDA DEPOT	West Bengal	24	25.010494	88.162092
351	115	IOC	Rajbandh Terminal	West Bengal	24	23.478578	87.399008
352	115	HPC	DURGAPUR	West Bengal	24	23.4862	87.384202
353	115	BPC	RAJBANDH TOP	West Bengal	24	23.48336	87.389419
354	116	IOC	Siliguri Terminal	West Bengal	24	26.690695	92.720833
355	116	HPC		West Bengal	24	26.690695	92.720833
356	116	BPC		West Bengal	24	26.660714	88.3710997
357	114	IOC	Mourigram Terminal	West Bengal	24	22.569886	88.262609
358	114	HPC	KOLKATA	West Bengal	24	22.4849523	88.1785578
359	114	BPC	BGB INSTALLATION	West Bengal	24	22.485745	88.179899
360	119	IOC		West Bengal	24		
361	119	HPC	Rangapani	West Bengal	24		
362	119	BPC	Rangapani	West Bengal	24	26.66062	88.369788
363	120	IOC		Haryana	8		
364	120	HPC	HISSAR	Haryana	8	29.29796	76.02214
365	120	BPC		Haryana	8		
366	121	IOC	Bongaigaon	Assam	2	26.5144	90.5228

ID	cluster ID	OMC	Name	State	State ID	Lat	Long
367	121	HPC		Assam	2		
368	121	BPC		Assam	2		
369	122	IOC	Doimukh	Arunachal Pradesh	26	27.1415	93.7758
370	122	HPC		Arunachal Pradesh	26		
371	122	BPC		Arunachal Pradesh	26		
372	123	IOC	Rangpo(Gangtok)	West Bengal	24	27.194278	88.492861
373	123	HPC		West Bengal	24		
374	123	BPC		West Bengal	24		
375	124	IOC	Atchutapuram	Andhra Pradesh	1	17.5642	82.9789
376	124	HPC		Andhra Pradesh	1		
377	124	BPC		Andhra Pradesh	1		
378	125	IOC	Moinarband	Assam	2	24.8365	92.7716
379	125	HPC		Assam	2		
380	125	BPC		Assam	2		
381	126	IOC	Asanur	Tamil Nadu	20	11.6252	79.1915
382	126	HPC		Tamil Nadu	20		
383	126	BPC		Tamil Nadu	20		
384	127	IOC		Tamil Nadu	20		
385	127	HPC	Dharmapuri	Tamil Nadu	20	12.02584016	78.11277792
386	127	BPC		Tamil Nadu	20		
387	128	IOC	Digboi	Assam	2	27.36935587	95.63849125
388	128	HPC		Assam	2		
389	128	BPC		Assam	2		
390	129	BPC	Krishnapattanam	Andhra Pradesh	1	14.279899	80.135324
391	130	BPC	Pipavav	Gujarat	7	20.932802	71.501467

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

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

Part-I

Definitions:

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

Part-II

General Recommendations:

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



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

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

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



Part-III

A. Diversion of B-Hy Molasses:

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



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

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

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

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



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

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

B. Diversion of Sugarcane Juice/ sugar syrup:

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



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

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

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

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

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

C. Diversion of Sugar:

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



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

D. Diversion of Specially Denatured Spirit for Ethanol Production:

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

E. Utilization of Grains for Ethanol Production:

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



6. The ethanol unit shall process one category of feed stock at a time. In case of dual feed stock based ethanol units (working on feed stocks from sugar units and grains), similar considerations shall be applicable.
7. Separate ethanol storage capacities shall have to be provided for ethanol produced from different feed stocks i.e. surplus rice sourced from FCI, damaged food grains like broken rice and maize. In case of dual feed stock based ethanol units (working on feed stocks from sugar units and grains), similar considerations shall be applicable.
8. Such ethanol units to get the process validated from NSI/VS1 or any competent authority as designated by State Government during each ethanol supply year for the above and ensure production of ethanol with DDGS as being the by-product.

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

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


11/11/12

General Purchase Conditions**Date:05.09.2022**

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

I N D E X

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

GENERAL PURCHASE CONDITIONS

1. DEFINITIONS:

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

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

2. REFERENCE FOR DOCUMENTATION:

- 2.1. The number and date of Collective Request for Quotation (CRFQ) must appear on all correspondence before finalization of Rate Contract / Purchase Order.
- 2.2. After finalization of Contract / Purchase Order: The number and date of Rate Contract/ Purchase Order must appear on all correspondence, drawings, invoices, dispatch advices, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.
- 2.3. In the case of imports, the relevant particulars of the import Licence shall be duly indicated in the invoice and shipping documents as well as on the packages or consignments.

3. RIGHT OF OWNER TO ACCEPT OR REJECT TENDER:

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

4. LANGUAGE:

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

5. PRICE:

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

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

6. TAXES AND DUTIES:

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

6.1 GST:

- 6.1.1. GST extra as applicable at the time of delivery within scheduled delivery period will be payable by BPCL against documentary evidence. Vendor shall mention in their offer, the percentage of GST applicable at

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

- 6.1.2. In case GST is not applicable at present: In case GST gets levied due to change in turnover of Vendor/Supplier, shall be borne by the vendor/supplier. If GST becomes applicable due to change in the law in future, the same will be borne by vendor subject to 6.1.1. In case of change in stand of vendor/supplier about applicable rate of GST towards higher side, the same will not be payable.

- 6.1.3. Owner shall take Input Tax Credit of the GST paid on the material supplied for both GST and cess component as applicable and accordingly GST / Cess should be quoted separately wherever applicable.

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

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

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

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

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

- 6.1.5 In case of vendors for whom deferment of GST amounts were not done, Any loss or non-availability of input tax credit by the OWNER due to non-compliance of applicable tax law including but not limited to GST laws in force or otherwise, on the part of VENDOR, an amount equivalent to any tax liability accruing to the OWNER and/or to the extent of any loss accrued to the OWNER due to the non-availability of input tax credit or any liability accrued to the OWNER shall either stand cancelled or deducted from the payment due to the VENDOR or shall be reimbursed by the VENDOR as the case may be till such default is either rectified or made good by the VENDOR and the OWNER is satisfied that it is in a position to claim valid input tax credit within the timelines as per applicable laws.

- 6.1.6 Any cost, liability, dues, penalty, fees, interest as the case may be which accrues to the OWNER at any point of time on account of non-compliance of applicable tax laws or rules or regulations thereof or otherwise due to default on the part of VENDOR shall be borne by the VENDOR. An amount equivalent to such cost, liability, dues, penalty, fees, and interest as the case may be shall be reimbursed by the VENDOR within 30 days. Any GST as may be applicable on such recovery of amount shall also be borne by VENDOR and same shall be collected by the OWNER.

6.2 FREIGHT:

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

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

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

7. INSPECTION:

- 7.1.** Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.
- 7.2** Scope of Inspection shall be as per RFQ or as specified in the Special Purchase Conditions. Materials shall be inspected as per scope of inspection by TPIAs which are registered under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in QCI's NABCB website as on the date of Inspection of Goods. The link is as below:
http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php
- 7.3.** Unless otherwise specified, the inspection shall be carried out as per the relevant standards/ scope of inspection provided alongwith the Tender Enquiry/Purchase Order.
- 7.4.** BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/ inspections, BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 7.5.** Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the

requirements of the Contract. The Vendor's responsibility shall also not be anywhere reduced or discharged because BPCL or BPCL's representative(s) or Inspector(s) shall have examined, commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

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

8. SHIPPING:

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

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

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

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

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

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

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

The bill of lading shall indicate the following:

Shipper: Vendor's Name

Consignee: Bharat Petroleum Corporation Limited

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

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

TRANSMISSION OF SHIPPING DOCUMENTS for both modes of shipment viz. Sea and/or Air: Foreign Supplier shall obtain the shipping documents in seven complete sets including three original stamped copies of the Bill of Lading / Airway bill as quickly as possible after the shipment is made, and airmail/send scanned copies by e-mail as shown below so that they are received at least three weeks before the Vessels arrival or immediately in case of Air shipment. Foreign Supplier shall be fully responsible or any delay and/ or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

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

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

- 9. INDIAN AGENT COMMISSION:**
Any offer through Indian agents will be considered only after authorization mentioning them as Indian agents, is received from Vendor. Indian agents commission if applicable will be payable only in Indian currency. Indian agents should be registered with Directorate General of Supplies and Disposals, Government of India and agency commission will be payable only after registration with DGS&D, New Delhi.
- 10. ORDER AWARD/ EVALUATION CRITERIA:**
Unless otherwise specified, Order award criteria will be on lowest quote landed price basis. Landed price will be summation of Basic Price, Packing & Forwarding Charges, GST, Freight, Inspection Charges, Supervision of Installation & Commissioning and other taxes & levies, loading etc., if any, reduced by Input tax Credits as applicable.
- 11. CONFIRMATION OF ORDER:**
The vendor shall acknowledge the receipt of the purchase order within 10 days of mailing the same. The vendor shall sign, stamp the acknowledgement copy of the purchase order and return the same to BPCL.
- 12. PAYMENT TERMS:**

- 12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.
- 12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through Irrevocable Letter of Credit.
- 12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order :
- a) Invoice
 - b) GST invoice
 - c) The Lorry Receipt of the consignment
 - d) Packing list for the consignment
 - e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
 - f) Manufacturers Test/Composition Certificate, wherever applicable
 - g) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable
 - h) Guarantee/Warranty Certificate(s), wherever applicable.
 - i) Original Receipt for other statutory levies as applicable.
 - j) Performance Bank Guarantee as applicable.

13. GUARANTEE/ WARRANTY:

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

14. PERFORMANCE BANK GUARANTEES:

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

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

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

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

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

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

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

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

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

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

SFMS BG will help in faster verification of BGs and prompt release of payments to vendors.

15. PACKING & MARKING:

15.1 PACKING:

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

In the case of imports, all equipments/ materials shall be suitably packed in weather proof, seaworthy/airworthy packing for ocean/air transport under tropical conditions and for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe 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.
- 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 painted with protective paint/compound and wrapped to prevent rusting and damage.
- 15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/ shifting during transit.
- 15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.
- 15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

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

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

15.1.13 Pipes shall be packed as under:

- (a) Upto 50mm NB in wooden cases/ crates.
- (b) Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.
- (c) Above 100mm NB in loose.

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

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

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

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

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

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

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

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

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

- a) Purchase Order Number
- b) Consignee Name & Address
- c) Vendor Name
- d) Batch no with manufacturing date
- e) Procedure (in brief) for handling
- f) Date of dispatch etc.
- g) Expiry Date, if applicable

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

BHARAT PETROLEUM CORPORATION LIMITED

(With detailed address as given in Special Purchase Conditions)

From :

To : Bharat Petroleum Corporation Limited

(With detailed address as given in Special Purchase Conditions)

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

NOTE:

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

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

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

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

16. DELIVERY:

- 16.1. Unless otherwise mentioned, Vendor is requested to quote their best delivery schedule from the date of receipt of Purchase order.
- 16.2. Time being the essence of this contract, the delivery mentioned in the purchase order shall be strictly adhered to and no variation shall be permitted except with 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 covered by BPCL against its Mega Package Policy only where risk/reward has been transferred to BPCL.
- 18.2. In the case of imports, insurance against all marine and transit risk shall be covered under the Owner's marine policy. However, the Vendor shall ensure that in effecting shipments clear bill of lading/airway bill are obtained and the carrier's responsibility is fully retained on the Carriers so that the consignee's interests are fully secured and are in no way jeopardized.
- 18.3. The Vendor shall send BPCL information of the proposed consignment well in advance by fax/e-mail/courier to enable BPCL to take necessary action for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.
- 18.4. In the case of imports, as soon as any shipment is made, the Foreign Supplier shall send advance information by way of e-mail to Bharat Petroleum Corporation Limited, (with detailed address as given in Special Purchase Conditions and/or purchase order) giving particulars of the shipments, vessels name, port of shipment, bill of lading number and date, total FOB and freight value.

19 VALIDITY OF OFFER:

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

20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE:

- 20.1. The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 20.2. If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform BPCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep BPCL informed of all subsequent developments.
- 20.3. The delivery period quoted must be realistic & specific. The inability of successful Vendors to execute orders in accordance with the agreed delivery schedule will entitle BPCL, at its options, to:
- 20.3.1. Accept delayed delivery at prices reduced by a sum equivalent to half percent (0.5%) of the basic value of any goods not delivered for every week of delay or part thereof, limited to a maximum of 5% of the total basic order value. LR date will be considered as delivery completion date for calculation of price reduction in the case of ex works contract. Date of receipt of materials at owner's premises shall be considered for calculation of price reduction for F.O.R destination contract.

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

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

Further the date of B/L or House airway bill shall be considered to find out the delay with respect to contractual delivery date. In case of FOB shipments if the vessel is not available then the intimation by

vendors regarding readiness of the goods for the shipment shall be considered for calculating the delay if any. So vendor shall inform the readiness of material for shipment on FOB (Free on Board) basis/ FCA (Free on Carrier) basis.

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

21. RISK PURCHASE CLAUSE:

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

22. FORCE MAJEURE

Circumstances leading to force majeure

(a) Act of terrorism;

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

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

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

(e) freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Works or the Contract.

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

• Notification of Force Majeure

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

• Right of either party to terminate

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

• **Payment in case of termination due to Force Majeure**

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

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

- a) Any costs, losses, expenses, damages or the payment of any part of the Contract Price during an event of Force Majeure; and
- b) Any delay costs in any way incurred by the Contractor due to an event of Force Majeure.
Time extension for such cases will be worked out appropriately.

23. ARBITRATION CLAUSE:

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

- (a) The dispute or difference shall, in any event, be referred only to a Sole Arbitrator
- (b) The appointment and arbitration proceedings shall be conducted in accordance with SCOPE forum of Arbitration Rules for the time being in force or as amended from time to time
- (c) The Seat of arbitration shall be at _____ (Region/HQ from where the tender has been floated)
- (d) The proceedings shall be conducted in English language
- (e) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the Sole Arbitrator.

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

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

24. INTEGRITY PACT (IP):

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

25. RECOVERY OF SUMS DUE:

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

26. CONFIDENTIALITY OF TECHNICAL INFORMATION:

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

27. PATENTS & ROYALTIES:

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

28. LIABILITY CLAUSE:

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

29. LIMITATION OF LIABILITY FOR GOODS PROCUREMENT :

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

(a) In the event of breach of any Applicable Law;

(b) In the event of fraud, willful misconduct or illegal or unlawful acts, or gross negligence of the Contractor or any person acting on behalf of the Contractor; or

(c) In the event of acts or omissions of the Contractor which are contrary to the most elementary rules of diligence which a conscientious Contractor would have followed in similar circumstances; or

(d) In the event of any claim or loss or damage arising out of infringement of Intellectual Property; or

(e) For any damage to any third party, including death or injury of any third party caused by the Contractor or any person or firm acting on behalf of the Contractor in executing the Works.

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

30. COMPLIANCE OF REGULATIONS:

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

31. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:

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

32. NON-WAIVER:

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

33. NEW & UNUSED MATERIAL:

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

34. PURCHASE PREFERENCE CLAUSE:

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

Owner reserves its right to allow Micro and Small Enterprises (MSEs), MSEs owned by Women Entrepreneurs and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a MSE, a MSE owned by women entrepreneurs and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L-1 Vendor at the time of evaluation of the price bid.

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

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

35. CANCELLATION:

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

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

35.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

35.2. Upon receipt of the said cancellation notice, the vendor shall discontinue all work on the purchase order matters connected with it. BPCL in that event will be entitled to procure the requirement in the open market and recover excess payment over the vendor's agreed price if any, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by the vendor against the contract. The vendor is aware that the said goods are required by BPCL for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the BPCL. In this-event of BPCL exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the vendor shall pay to BPCL, fair compensation to be agreed upon between BPCL and the vendor. The provision of this clause shall not prejudice the right of BPCL from invoking the provisions of price reduction clause mentioned in 20.3.1 as aforesaid.

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

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti- competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti- competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of

control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. BPCL reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then Vendors are bound by the decision of the Competitive Commission and also subject to penalty and other provisions of the Competition Act.

37. ASSIGNMENT:

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

38. GOVERNING LAW:

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

39. AMENDMENT:

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

40. NOTICES:

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

41. POLICY ON HOLIDAY LISTING:

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

42. ORDER OF PRECEDENCE FOR PURCHASES :

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

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

43. TERMINATION FOR CONVENIENCE:

The purchaser may, by written notice of 14 days sent to the seller, cancel the contract, in whole or part, at any time for his convenience. The notice of cancellation shall specify that cancellation is for the

purchaser's convenience, the extent to which performance of work under the contract is cancelled and the date upon which such cancellation becomes effective.

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

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

and / or

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

44. BUILDING AND OTHER CONSTRUCTION WORKERS CESS:

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

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

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

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

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

BPCL

VENDOR

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

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

To,
Bharat Petroleum Corporation Limited

Dear Sir,

In consideration of the Bharat Petroleum Corporation Limited, (hereinafter called 'the Company' which expression shall include its successors and assigns) having awarded to M/s. (Name) (Constitution)..... (address) (hereinafter referred to as "The vendor" which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms 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.

- (iv) This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.
- (v) The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee/ Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.
- (vi) The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages 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:

General Instructions to vendors for e-tendering

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpcltenders.eproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpcltenders.eproc.in>.
2. For registration on the e-tender site <https://bpcltenders.eproc.in>, one can be guided by the “Bidder Manual” available under the download section of the homepage of the website. As the first step, bidder shall have to click the “Register” link and fill in the requisite information in the “Bidder Registration Form”. Kindly remember your email id (which will also act as the login ID) and the password entered therein. Once you complete this process correctly, you shall get a system generated mail. Thereafter, login in to the portal using your credentials. When you log in for the first time, system will ask you to add your Digital Signature. Once you have added the Digital Signature, please inform the vendor administrator @ Email Ids given below for approval. Once approved, bidders can login in to the system as and when required.
3. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of Class III and above (having both signing and encryption certificates) as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). The cost of obtaining the digital certificate shall be borne by the vendor.
4. Corrigendum/amendment, if any, shall be notified on the site <https://bpcltenders.eproc.in>. In case any corrigendum/amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the corrigendum/amendment by a system generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
5. In case of any corrigendum/addendum issued due to which change in price bid form exists, then in such cases the already submitted bid (before the corrigendum) shall be automatically withdrawn and bidder shall be informed about such change through system generated notification. It is the responsibility of the bidder to resubmit his bid in such cases and no further claims shall be entertained on this account.
6. Vendors are required to complete the entire process online by clicking on FINAL SUBMISSION & RECEIVING CONFIRMATION OF FINAL SUBMISSION ON SCREEN on or before the due date/time of closing of the tender:
7. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
 - (i) Vendors are advised to log on to the website (<https://bpcltenders.eproc.in>) and arrange to register themselves at the earliest.
 - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
 - (iii) Vendors are advised in their own interest to ensure that their bids are submitted in e-Procurement system well before the closing date and time of bid.
 - (iv) If the vendor intends to change/revise the bid already submitted, they shall have to withdraw their bid already submitted, change / revise the bid and submit once again.

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

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

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

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

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