Date: 08.06.2018

CORRIGENDUM/ADDENDUM NO. 1

SUB: APPROVAL FOR REVISION IN TERMS AND CONDITIONS FOR TENDER - RATE CONTRACT FOR SUPPLY OF MS DRUMS FOR BULK BITUMEN PACKAGING AT BPCL KOCHI REFINERY

REF: CRFQ No. 1000306850, e-Tender No. 40561

Based on the queries raised by the Bidders during Pre-Bid meeting held on 05.06.2018, BPCL replies and amendments are as below:

1. Payment Terms and Performance Bank Guarantee (PBG):
   Bidder’s query: Performance Bank Guarantee shall be 10% of total order value or Rs. 10,00,000/- (Rupees Ten Lakhs) whichever is less.

   Payment terms mentioned in Annexure-4 i.e. Special Purchase Conditions, cl. 12.1 & 12.2.2 and Annexure-6 i.e. Commercial Questionnaire Sr.no.17 will be revised as below:
   - Payment shall be made on the 30th Day from the date of receipt and acceptance of material at site. Bills should be submitted to “Refinery Coordinator” along with delivery challan, TPIA certificate (if any) etc. for scrutiny. Thereafter payment shall be released by the BPEC, Kharghar.
   - The shortages observed during receipt shall be on supplier’s account and BPCL’s decision in this respect shall be final and binding on the supplier. The acknowledgement of receipt of quantity as determined shall be full and final and payment would be made accordingly.
   - Vendor shall provide Performance Bank Guarantee for an amount of Rs. 10 Lakh or 10% of the Basic Order Value, whichever is lower, within 15 days of placement of Letter of Intent/ Contract.

   All other terms under this clause shall be as specified in GPC clause no. 14.

2. Prices Variation Clause (Price Escalation/ De-Escalation):
   Bidder’s query: Prices Variation Clause shall be for every one month instead of three months.

   Prices Variation Clause mentioned in Annexure-4 i.e. Special Purchase Conditions, cl. 8.0 and note dt.21.05.2018 for approval for Bid-Qualification Criteria Sr.no. 4.0 will be revised as below:
   - Vendors are requested to offer their best Raw Material rate based on the steel Rates prevailing as on 01.06.2018. During the currency of the contract, escalation/ de-escalation based on changes in rates of “Flats CR 0.63 – Standard at Mumbai-India in INR/Tonne EXW of origin India” published by SteelGuru @ http://www.steelguru.com/ shall be applicable on the rates offered by the vendor. The conversion rate and all other charges other than statutory levies shall remain FIRM for the entire contract period.

   (i) Price escalation/ de-escalation on account of variation in raw material prices shall be reviewed every month. Price escalation/de-escalation in the basic price of steel shall be calculated as per the formula given below:

   \[ E_M = [SP_M - SP] \]

   where \( E_M \) is escalation/de-escalation payable in the basic rate of steel in a particular month (Rs. per MT).

   \( SP_M \) is the weighted average rate of first five days of “Flats CR 0.63 – Standard at Mumbai-India in INR/Tonne EXW of origin India” published by SteelGuru (Rs./MT) in the particular month for which escalation has to be given.

   The weight would be the number of days a particular rate was prevailing in the previous month. Price escalation/ de-escalation thus determined would be applicable for the entire month.
Example: If SteelGuru publishes new steel prices (for the type mentioned above) on 01st, 2nd and 4th of October month, then weighted average of all these prices (effective for number of days) will be considered for giving escalation/de-escalation in container price, effective from 1st day of October. These prices shall remain effective till 30th of October. It would be calculated as follows:

\[
\text{Weighted Average Rate of steel for the month} = \frac{(1^{st} \text{ published rate of steel } \times 1) + (2^{nd} \text{ published rate of steel } \times 2) + (3^{rd} \text{ published rate of steel } \times 2)}{5}
\]

SP is rate of “Flats CR 0.63 – Standard at Mumbai-India in INR/Tonne EXW of origin India” published by steelguru (Rs./MT) as on 01/06/2018 viz. Rs. 52,800/MT.

(iii) The Rate payable shall be as applicable on the PO/call-off date and payment for supplies shall be made accordingly. Date of delivery shall be irrelevant for the purpose of deciding the rate of containers. This shall also apply to cases where time extension for delivery has been granted by BPCL.

(iii) Any change in excise duty, VAT/sales tax and octroi (if applicable) will be passed on to BPCL. Relevant notification to be provided in the event of change.

(iv) Except as provided above, no escalation/de-escalation will be allowed on any other item.

3. Supply of Drums:

Bidder’s query: In case of successful in procuring an order, BPCL shall permit to put up a new plant at Kochi and supply the drums from there.

The change in supply location can be permitted subject to fulfilling all conditions as provided in tender conditions regarding plant, machineries, capacity, statutory Licenses, MSE registration etc. and all other terms & conditions of the contract and on acceptance by BPCL.

4. Truck Load size:

Bidder’s query: Truck Load size shall be 350 drum maximum for VG30/NRMB and 220 Drums maximum for Emulsion drums instead of tender condition of 200 drums maximum.

Sr.no. 20 of Annexure-4 i.e. Special Purchase Conditions, will be revised as below:

TRUCK LOAD SIZE: Truck Load size acceptable at the plant is 350 Drums MAXIMUM.

5. Arbitration clause as per Annexure-5 i.e. General Purchase Conditions (GPC) and amendment to GPC stands replaced and shall be as mentioned below:

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

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

Notes:

- There is no change in any other Terms & Conditions of the Tender.
- Bidder shall take note of the above said Corrigendum/Addendum No.1 and submit their bids accordingly.
- This Corrigendum/Addendum No.1 forms an integral part of the Bidding Document & shall be submitted along with the Part-1 i.e. Pre-Qualification Bid duly stamped and signed as a token of acceptance.

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