

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Domain :	bpacleproc.in		
Parent department:	BPCL		
Tender Document			
Department	: Central Estimation Cell	Department officer	: SUMAN KUMAR
System ID	: 3686	Tender Reference No.	: 1000237310
Tender Title	: Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations	Tender Date	: 29/07/2015
Tender Description	: Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations		
Envelope Bidding Type	: In 2 Part bidding	Envelope Bidding Option	: Document fees and EMD + Technical bid + Price bid
Bid validity period (in days)	: 120	Type of contract	: Goods
Project duration / delivery or completion period (in days)	: 240	Accept decimal value up to	: 4
Estimated Value	: 42500000000.0000	Form of Contract	: Supply
Bid submission configuration			
Bid evaluation	: Item wise	Bidding access	: Open/Press
Base currency	: INR	Bidding type	: National
Key configuration			
Bidding variant	: Buy	Mode of pre-bid meeting	: Offline

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Pre Bid Meeting Venue : HPCL South Central
Zone, Parishram
Bhavan, 7th floor 5 -9
-58/B, Fateh maidan
road Basheer Bagh
Hyderabad 500004

Dates configuration

Document downloading start date	: 29/07/2015 17:00:00	Document downloading end date	: 19/08/2015 14:00:00
Bid submission start date	: 06/08/2015 17:00:00	Bid submission end date	: 19/08/2015 14:00:00
Pre-bid meeting start date	: 06/08/2015 11:00:00	Pre-bid meeting end date	: 06/08/2015 15:00:00
Bid opening date	: 19/08/2015 14:01:00		

Document / EMD / Security fee detail

Tender fees	: Not Applicable	Mode of EMD payment	: Offline
EMD amount	: 500000.0000	EMD payable at	: EMD PAYBLE TO : BHARAT PETROLEUM CORPORATION LIMITEDPAYBLE TO MUMBAI
Emd Clause	: The vendor shall submit an interest-free Earnest Money Deposit of INR 5 lakh Rupees five lakhs only) by crossed account payee Demand Draft drawn on any nationalised scheduled bank in favour of BHARAT PETROLEUM CORPORATION LTD payable at Mumbai.		
EMD Payment Method	: Demand Draft		

Documents

Sr. No.	File name	File description	File size (in MB)	Date and time	Status
1	NIT Bio diesel 3686.pdf	NIT for Bio Diesel	3.421	29/07/2015 14:03:23	Approved

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Bidding forms

Document
fees and
EMD

EMD Form

EMD Form

Details	Bidder's Response
EMD Amount offering	
EMD payment method	
Instrument No.	
Payment Date	

Technical
bid

BID QUALIFICATION CRITERIA

Biq qualification form

BPCL information	Bidders Response
<p>1. Established Indigenous manufacturer:</p> <p>i. The bidder must be an Indigenous manufacturer of Bio Diesel (B-100), complying with specifications as per IS 15607:2005.</p>	
<p>ii. The bidders who also have a valid license for manufacture of Bio Diesel(B-100) complying with specifications as per IS 15607:2005 in India, on the bid submission date shall also qualify as an indigenous manufacturer.</p> <p>Documents required for 1 (i) and (ii):</p> <p>a. Factory license / Pollution control consent / certificate from TPIA for manufacturing capacity etc clearly indicating that the bidder is a manufacturer of Bio Diesel (B- 100) complying with specifications as per IS 15607:2005.</p> <p>The certificate from approved TPIA (LRIS / IRS / DNV / EIL / / UL / GLISPL / SGS / Tata Projects / PDIL / Intertek / RITES / MECON) verifying and confirming point 1 (i) & 1 (ii).</p>	

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2. Financial Capacity:

i. The vendor should have achieved a minimum Annual financial turnover of Rs. 2Crores as per the Audited Balance sheet and Profit & Loss Account statements, in anyone of the last three accounting years prior to due date of bid submission.

Documents required for 2 (i): Audited Balance Sheets and Profit & Loss accounts of the vendor for the previous three accounting years prior to the due date of bid submission (English language only).

The certificate from approved TPIA (LRIS / IRS / DNV / EIL / / UL / GLISPL / SGS /Tata Projects / PDIL / Intertek / RITES / MECON) verifying and confirming point 2.

Technical bid

GENERAL PURCHASE CONDITIONS

GENERAL PURCHASE CONDITIONS

GPS

Description

Bidder's Confirmation

Bharat Petroleum Corporation Limited
 General Purchase Conditions
 The following conditions shall be applicable for all procurement unless specifically mentioned in the Special Purchase Conditions.

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Bharat Petroleum Corporation Limited 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 LTD. desires to receive materials any where in India as mentioned in RFQ.
- 1.6.“RATE CONTRACT” means the agreement for supply of goods/ materials between Owner and Vendor, for a fixed period of time (i.e till validity of Rate Contract, with no commitment of contractual quantity) on mutually agreed terms and conditions. The actual supply of goods/ materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.
- 1.7.“FIRM PROCUREMENT” means the agreement between the parties for mutually agreed terms and conditions with commitment of Quantity Ordered.

2. REFERENCE FOR DOCUMENTATION:

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

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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.

5. Price :

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

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

6. TAXES AND DUTIES:

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

6.1. EXCISE DUTY:

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

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

6.1.3. Owner shall take CENVAT Credit on the material supplied for both excise duty and cess component and accordingly Excise duty / Cess should be quoted separately wherever applicable. Vendor shall ask the transporter of the goods to hand over the copy of excise invoice (transporter's copy) at the time of delivery of goods at owner's site.

6.2. SALES TAX / VAT/GST:

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

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

6.3 Service tax :

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

a) Name, address and registration number of the service provider

b) Name and address of person receiving taxable service

c) Description, classification and value of taxable service provided

d) Service Tax Payable

6.4 FREIGHT AND OCTROI:

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

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

6.5. NEW STATUTORY LEVIES:

All new statutory levies leviable on sale of finished goods to owner, if applicable are payable extra by BPCL against documentary proof, within the contractual delivery period.

6.6 Variation in Taxes/Duties

Any increase/decrease in all the above mentioned statutory levies on the date of delivery during

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the scheduled delivery period on finished materials will be on BPCL's account. Any upward variation in statutory levies after contractual delivery date shall be to vendor's account.

6.7 Income Tax (Withholding tax)

In the case of availment of services from Non Resident Vendors who are claiming benefits offered under the Double Taxation Avoidance Agreements signed by India with the Government of the other country (i.e the country of the Vendor), such Non Resident Vendors are required to provide the Tax Residency Certificates at the time of submission of Bid documents. The Tax Residency Certificates shall contain the following details :

- a) Name of Vendor (assessee) ;
- b) Status (Individual, Company, firm etc.) of assessee;
- c) Nationality (in case of individual);
- d) Country or specified territory of incorporation or registration (in case of others);
- e) Assessee's tax identification number in the country or specified territory of residence or in case no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory;
- f) Residential status for the purpose of tax;
- g) Period for which the certificate is applicable; and
- h) Address of the applicant for the period for which the certificate is applicable.

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

7. INSPECTION:

7.1. Materials shall be inspected by BPCL approved third party inspection agency if applicable before dispatch of materials. However, arranging and providing inspection facilities is entirely vendor's responsibility and in no way shall affect the delivery schedule.

7.2. Scope of Inspection shall be as per RFQ. Our registered third party inspection agencies are SGS/GLISPL/IRS/DNV/LRIS/EIL/TATA Projects/PDIL/ULIPL/RITES LTD/ITSIPL as amended time to time unless otherwise specified in the Special Purchase Conditions.

7.3. Unless otherwise specified, the inspection shall be carried out as per the relevant standards/scope of inspection provided alongwith the Tender Enquiry/Purchase Order.

7.4. BPCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable BPCL's representative(s) to witness the tests/inspections. BPCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.

7.5. Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima-facie satisfy BPCL that the Material(s) and the parts and components comply with the requirements of the Contract. The Vendor's responsibility shall also not be anywise 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 approved or certified any Material(s).

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

8. SHIPPING :

8.1 SEA SHIPMENT :

All shipment of materials shall be made by first class direct vessels, through the chartering wing,

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

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

SHIPPING DOCUMENTS :

All documents viz. Bill of Lading, invoices, packing list, freight memos, country of origin certificates, test certificate, drawings and catalogues should be in English language. In addition of the bill of lading which should be obtained in three stamped original plus as many copies as required, invoices, packing list, freight memos, (if the freight particulars are not shown in the bills of lading), country of origin certificate, test / composition certificate, shall be made out against each shipment in as many number of copies as shown below. The bill of lading, invoice and packing list specifically shall show uniformly the mark and numbers, contents case wise, country of origin, consignees name, port of destination and all other particulars as indicated under clause 2. The invoice shall show the unit rates and net total F.O.B. prices. Items packed separately should also be invoiced and the value shown accordingly. Packing list must show apart from other particulars actual contents in each case, net and gross weights and dimensions, and the total number of packages. All documents should be duly signed by the Vendor's authorised representatives. In the case of FOB orders, Shipping arrangements shall be made by the Chartering Wing of the Ministry of Surface Transport, New Delhi through their respective forwarding agents. The names and addresses of forwarding agents shall be as per Special Purchase Conditions. Supplier shall furnish to the respective agents the full details of consignments such as outside dimension, weights (both gross and net) No of packages, technical description and drawings, name of supplier, ports of loading, etc. 6 weeks notice shall be given by the supplier to enable the concerned agency to arrange shipping space.

The bill of lading shall indicate the following :

Shipper : Government of India

Consignee : Bharat Petroleum Corporation Ltd.

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 LTD.

TRANSMISSION OF SHIPPING DOCUMENTS :

Foreign Supplier shall obtain the shipping documents in seven complete sets including three original stamped copies of the Bill of Lading as quickly as possible after the shipment is made, and airmail as shown below so that they are received at least three weeks before the Vessels arrival.

Foreign Supplier shall be fully responsible or any delay and / or demurrage in clearance of the consignment at the port due to delay in transmittal of the shipping documents.

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

Documents BPCL (Mumbai)

Bill of Lading 4 (including 1 original)

Invoice 4

Packing List 4

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Freight Memo 4

Country of Origin Certificate 4

Third party inspection certificate 4

Drawing 4 Catalogue 4

Invoice of Third Party 4

for inspection charges whenever applicable.

9. INDIAN AGENT COMMISSION:

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

10. ORDER AWARD / EVALUATION CRITERIA :

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

11. CONFIRMATION OF ORDER :

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

12. PAYMENT TERMS:

12.1. Unless otherwise specified, 100% payment shall be made within 30 days from date of receipt and acceptance of materials at Site against submission of Performance Bank Guarantee (PBG) for 10% of basic order value if PBG is applicable for the tender.

12.2. In the case of imports, payment will be made on submission of original documents directly to Owner (Telegraphic Transfer-TT) or through Bank (Cash against documents-CAD) or through irrevocable Letter of Credit.

12.3. Unless otherwise mentioned, the specified documents (All documents listed below (one original and two copies)) should be submitted to originator of P.O. (the name and contact details of whom are given in PO) and payments for despatches will be made by the originator of Purchase Order :

a) Invoice

b) Excise invoice

c) The Lorry Receipt of the consignment

d) Packing list for the consignment

e) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable

f) Manufacturers Test/Composition Certificate, wherever applicable

g) Drawing(s)/Catalogue(s) covering the Material(s) , wherever applicable

h) Guarantee/Warranty Certificate(s), wherever applicable.

i) Original Receipt for Octroi/other statutory levies as applicable.

j) Performance Bank Guarantee as applicable.

13. GUARANTEE/WARRANTY:

13.1. Materials shall be guaranteed against manufacturing defects, materials, workmanship and design for a period of 12 months from the date of commissioning or 18 months from the date of dispatch whichever is earlier. Warranty for replacement of material / accessories should be provided free of charges at our premises. The above guarantee/warranty will be without prejudice to the certificate of inspection or material receipt note issued by us in respect of the materials.

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

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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 GUARANTEE :

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 :

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

15. PACKING & MARKING:

15.1 PACKING:

15.1.1 Packing shall withstand the hazards normally encountered with the means of transport for the goods of this purchase order including loading and unloading operation both by crane and by pushing off. In the case of imports, all equipments / materials shall be suitably packed in weather proof, seaworthy packing for ocean transport under tropical conditions and for rail or road or other appropriate transport in India. The packing shall be strong and efficient enough to ensure safe preservice upto the final point of destination. Raw/Solid wood packaging material of imported items has to be appropriately treated & marked as per International Standard of Phytosanitary Measures (ISPM-15 ") for material originating from the contracting countries to the International Plant Protection Convention or the members of Food & Agriculture Organization. Material from non-contracting parties would have to be accompanied by a phytosanitary certificate of the treatment endorsed. The Custom Officer at Indian Port shall not release the material without appropriate compliance of the above provisions w.e.f. 01.11.2004.

15.1.2 The packing specification incorporated herein are supplementary to the internal and external packing methods and standards as per current general rules of J.R.A. Good Tariff Part-I. All packaging shall be done in such a manner as to reduce volume as much as possible.

15.1.3 Fragile articles should be packed with special packing materials depending on the type of Materials and the packing shall bear the words "HANDLE WITH CARE GLASS FRAGILE, DON'T ROLL THIS END UP. THIS END DOWN," to be indicated by arrow.

15.1.4 Chemicals in powder form, catalyst, refractories and like materials etc. shall be packed in drums, cans and tins only. However, Catalyst may be supplied in Jumbo bags.

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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.v

15.1.6 All package 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 slingmarking 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 surface on equipment/materials should be carefully protected and printed with protective paint/compound and wrapped to prevent rusting and damage.

15.1.9 All mechanical and electrical equipment and other heavy articles shall be securely fastened to the case bottom and shall be blocked and braced to avoid any displacement/shifting during transit.

15.1.10 Attachments and spare parts of equipment and all small pieces shall be packed separately in wooden cases with adequate protection inside the case and wherever possible should be sent along with the main equipment. Each item shall be suitably tagged with identification of main equipment, item denomination and reference number of respective assembly drawing. Each item of steel structure and furnaces shall be identified with two erection markings with minimum lettering height of 15mm. Such markings will be followed by the collection numbers in indelible ink/paint. A copy of the packing list shall accompany the materials in each package.

15.1.11 All protrusions shall be suitably protected by providing a cover comprising of tightly bolted wooden disc on the flanges. All nozzles, holes and openings and also all delicate surfaces shall be carefully protected against damage and bad weather. All manufactured surfaces shall be painted with rust proof paint.

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

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

15.1.13 Pipes shall be packed as under:

a. Upto 50mm NB in wooden cases/crates.

b. Above 50mm NB and upto 100mm NB in bundles and should be strapped at minimum three places.

c. Above 100mm NB in loose.

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

15.1.15 Pipes with threaded or flanged ends shall be protected with suitable caps covers, before packing.

In the case of imports, all pipes and sheets shall be marked with strips bearing progressive no.

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

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

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

All packages which require special handling and transport should have their Centres of Gravity and the points at which they may be slung or gripped clearly indicated and marked "ATTENTION

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SPECIAL LOAD HANDLE WITH CARE" both in English/Hindi Languages.
In the case of imports, a distinct colour splash in say red black around each package crate / bundle shall be given for identification.

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

15.2. MARKING:

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

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

15.3 Imported items :

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

BHARAT PETROLEUM CORPORATION LIMITED

(With detailed address as given in Special Purchase Conditions)

From :

To : Bharat Petroleum Corpn.Ltd.

(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 Licence 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 effecting 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

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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.

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

18.2. 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 for the transit insurance of the consignment. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.

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

19. VALIDITY OF OFFER:

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

20. DELIVERY DATES AND PRICE REDUCTION SCHEDULE :

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

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

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

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

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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 CLAUSE:

(A) Definition: The term "Force Majeure" means any event or circumstance or combination of events or circumstances that affects the performance by the vendor of its obligations pursuant to the terms of this Agreement (including by preventing, hindering or delaying such performance), but only if and to the extent that such events and circumstances are not within the vendor's reasonable control and were not reasonably foreseeable and the effects of which the vendor could not have prevented or overcome by acting as a Reasonable and Prudent person or, by the exercise of reasonable skill and care. Force Majeure events and circumstances shall in any event include the following events and circumstances to the extent they or their consequences satisfy the requirements set forth above in this Clause: i. the effect of any element or other act of God, including any storm, flood, drought, lightning, earthquake, tidal wave, tsunami, cyclone or other natural disaster;

ii. fire, accident, loss or breakage of facilities or equipment, structural collapse or explosion;

iii. epidemic, plague or quarantine;

iv. air crash, shipwreck, or train wreck;

v. acts of war (whether declared or undeclared), sabotage, terrorism or act of public enemy (including the acts of any independent unit or individual engaged in activities in furtherance of a programme of irregular warfare), acts of belligerence of foreign enemies (whether declared or undeclared), blockades, embargoes, civil disturbance, revolution, rebellion or insurrection, exercise of military or usurped power, or any attempt at usurpation of power;

vi. radioactive contamination or ionizing radiation;

(B) Notice and Reporting:

i. The Vendor shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than two (7) days after such commencement date, notify BPCL in writing of such event of Force Majeure and provide the following information:

(a) reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;

(b) such date of commencement and an estimate of the period of time required to enable the vendor to resume full performance of its obligations; and

(c) all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.

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

(C) Mitigation Responsibility:

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

(ii) The Vendor shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure.

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(iii) The Vendor shall notify BPCL when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.

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

(i) the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Parties shall not be liable for the non-performance thereof for the duration of the period of Force Majeure; and
(ii) the time period(s) for the performance of the obligations of the Parties under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

(E) Force Majeure Events Exceeding 60 Days

(i) If an event or series of events (alone or in combination) of Force Majeure occur, and continue for a period in excess of 60 consecutive days, then BPCL shall have the right to terminate this agreement, whereupon the Parties shall meet to mitigate the impediments caused by the Force Majeure event.

23. ARBITRATION CLAUSE:

23.1. Any dispute or difference of any nature whatsoever, any claim, cross-claim, counter-claim or set off of BPCL/Vendor against omission or on account of any of the parties hereto arising out of or in relation to this Contract shall be referred to the Sole Arbitration of Director (Marketing) / Director (HR) / Director (R) of BPCL as the case may be or to some officer of BPCL who may be nominated by them.

23.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.

23.3. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Share holder of the Corporation.

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

23.5. The language of the proceedings will be in English and the place of proceedings will be Mumbai.

23.6. The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Mumbai alone.

23.7 SETTLEMENT OF DISPUTE BETWEEN GOVT. DEPT./PUBLIC SECTOR UNDERTAKINGS IN A PURCHASE OR SERVICE CONTRACT

In the event of any dispute or differences between the VENDOR/CONTRACTOR/SUPPLIER and the OWNER, if the VENDOR/CONTRACTOR/SUPPLIER is a Government Department, a Government Company or a undertaking in the public sector, then in suppression of the provisions of clause 23 of the GPC (corresponding clause no of GCC or NIT etc.), stands modified to the following extent:- All disputes and differences of whatsoever nature arising out of or in relation to this Contract / Agreement or in relation to any subsequent contract / agreement between the parties shall be attempted to be resolved amicably by mutual discussions between the parties. If they are not settled at the implementation level of officers, then these unresolved disputes/ differences will be referred for resolution by discussions with the concerned Director of BPCL and the concerned Director of Vendor/Contractor/Supplier. In case same does not resolve the difference within 30 days, arbitration clause as hereunder would apply.

In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for

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Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

24. INTEGRITY PACT (IP) :

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

25. RECOVERY OF SUMS DUE:

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

26. CONFIDENTIALITY OF TECHNICAL INFORMATION:

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

27. PATENTS & ROYALTIES:

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

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made against the owner and all costs of proceedings, suit or actions which owner may incur or sustain in respect of the same.

29. 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.

30. 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.

31. 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.

32. NEW & UNUSED MATERIAL:

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

33. 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) 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 and a MSE owned by SC/ST entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

34. CANCELLATION:

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

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

34.1.2. The vendor becomes bankrupt or goes into liquidation.

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

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

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

34.2. 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

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therequirement in the open market and recover excess payment over the vendor's agreed priceifany, from the vendor and also reserving to itself the right to forfeit the security deposit if any, made by thevendor against the contract. The vendor is aware that the said goods are required by BPCL forthe ultimate purpose of materials production and that non-delivery may cause lossof productionand consequently loss of profit to the BPCL. In this-event of BPCL exercising the option to claimdamages for non delivery other than by way of difference between the market price and thecontract 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.

35. 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.

36.ASSIGNMENT

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

37.GOVERNING LAW

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

38.AMENDMENT

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

39.SPECIAL PURCHASE CONDITIONS

In case of a conflict between the clauses, terms and conditions of General Purchase Conditions and Special Purchase condition, the clauses, terms and conditions of Special Purchase Condition will have an overriding effect over General Purchase Conditions and thesame shall be applicable.

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:

BPCL

Vendor

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

Annexure I

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

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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 supplycontract in terms interalia, of the Company's Purchase order No..... dated and the Generaland Special Purchase Conditions of the Company and upon the condition of vendor'sfurnishing 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 anynotice 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 continuuinguarantee 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.

ii.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 ordissolution 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

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pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof.

vi. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,

(Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES:

Policy for holiday listing in BPCL

1.Introduction :

Works and procurement contracts have become a major activity for corporate in current times. In course of such contracting Oil sector PSEs deal with various "Agencies" (which shall include vendors/parties/contractors/suppliers/ consultants/Licensors/bidders). These entities are expected to adopt ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitments and sincerity towards the work undertaken and dealing with BPCL in such matters. However, in few occasions, the terms are found to be infringed and deviations from expected behavior are observed. It is not in the interest of BPCL to deal with Agencies who commit deception, fraud or other misconduct including compromising quality and safety in the tendering and execution process. Also, while participating in the tender and performing the contract, vendors are required to meet certain basic performance criteria and adherence to the terms and conditions of the tender/contract. In case the vendor fails to meet the above parameters, it is prudent to put the vendor on holiday list for specific periods in order to deter the vendors from committing such defaults. Such decisions shall be taken based on the gravity of the default and after following a laid down process, on case to case basis. Holiday Listing from business dealings involves civil consequences for the "Agency" concerned. Hence, the same requires adherence to the Principles of Natural Justice. Therefore, it is incumbent that adequate opportunity of hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case. The meaning of "Black listing", "Holiday Listing" and "Banning" is considered one and the same and shall hereafter be referred to only as "Holiday Listing" and the term Holiday Listed Companies is used accordingly in this document.

2.Scope :

2.1 The information for Bidders/Instruction to Bidders and even the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) generally provide that BPCL shall have the rights to remove from list of approved suppliers / contractors or to ban business dealings if any Agency has been found to have committed misconduct or fraud or poor performance of anything unethical not expected from a reputed agency.

2.2 The procedure of Holiday Listing of Agencies from Business Dealings with BPCL has been laid down in these guidelines.

2.3 These guidelines are applicable across BPCL and shall form part of all the tenders. These guidelines shall be published as a separate document in BPCL website and the General Conditions of Contract (GCC) or General Purchase Conditions (GPC) shall have a clause expressly stating that the Guidelines and Procedures for Holiday Listing as adopted by BPCL and available separately in BPCL website shall be applicable in the context of all tenders floated and consequently all orders/

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contracts / purchase orders placed by BPCL.

2.4 The Holiday Listing shall be with prospective effect, i.e. for future business dealings.

3. Definitions :

In these Guidelines, unless the context otherwise requires

(i) Agency; "Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor" in the context of these guidelines is indicated as 'Agency';

"Party/Contractor/Supplier/Vendor/Consultant/bidders/Licensor" shall mean and include a public limited company or a private limited company, a joint venture. Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.

(ii) Appellate Authority: "Appellate Authority" shall mean the concerned functional Director of BPCL or any other authority nominated by the C & MD. The Appellate authority shall be higher than the "Competent Authority".

(iii) Competent Authority: "Competent Authority" shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines:

The Competent Authority for a Procurement Department which is initiating the Holiday Listing process should be the Regional head (or) SBU / Entity head as the case may be relevant to the said Procurement Department, but not below the level of General Manager

(iv) Corporation: "Corporation" means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.

(v) Corrupt Practice: "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.

(vi) Fraudulent Practice: "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order;

(vii) Collusive Practice : "Collusive Practice" amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.

(viii) Coercive Practice: "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.

(ix) Officer-in-Charge: "Officer –in-Charge (OIC)" or "Engineer-in-Charge (EIC)" shall mean the person (s) designated to act for and on behalf of BPCL for the execution of the work as per requirement of the concerned department.

(x) Malpractice : Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;

(xi) Mis-Conduct : "Mis-conduct" means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines

(xii) Nodal Department: "Nodal Department" means the Department primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.

(xiii) Vendor De-listment Committee: "Vendor De-listment Committee" relevant to the procurement department which initiates the holiday listing process would the same as the vendor enlistment committee as per DR&A of the concerned SBU/Entity.

4. Holiday Listing:

4.1. Reasons for Holiday Listing : An Agency may be placed in Holiday List for any one or more of the following circumstances:

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4.1.1. If the Agency , in the context of its dealings with the Corporation:

- a.has indulged in malpractices ;
- b.has submitted fake, false or forged documents / certificates
- c.Has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL.
- d. Has deliberately violated and circumvented the provisions of labor laws/ regulations / rules, safety norms, environmental norms or other statutory requirements.
- e. has deliberately indulged in construction and erection of defective works or supply of defective materials
- f. Has not cleared previous dues to BPCL if applicable.
- g. Has committed breach of contract or has abandoned the contract.
- h.Poor performance of the Agency in one or several contracts;
- i. Has not honored the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL.
- j. Withdraws/ revises the bid upwards after becoming the L1 bidder.
- k. Has parted with, leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL.

4.1.2.The following additional grounds can also be reasons for Holiday listing of an agency:

- a.If a communication is received from the Administrative Ministry of the Corporation (i.e. MOP&NG) to ban Agency from dealing with the Corporation ;
- b.If the Agency Is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency;
- c.Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor.

4.2.Procedure :

4.2.1.Proceedings for Holiday Listing shall be initiated against an Agency when a prima facie case for Holiday Listing comes up, under any of the above mentioned circumstances; before taking a decision, a fair opportunity of hearing the party should be given by means of a Show Cause notice. The show cause notice should indicate clearly and precisely the charges/misconduct which should be based on facts as can be proved as distinct from mere allegations. Statement containing the imputation of misconduct or misbehavior may be appended to the show-cause notice and the “Agency” should be asked to submit within 15 days a written statement in its defense. A proforma of Show Cause notice is attached at Annexure-I. ;

4.2.2.The proceedings shall start with a proposal for initiating action against the Agency, to be raised by the Procurement Department which, in the first instance, is to be cleared by the relevant Vendor De-listment Committee.

4.2.3.The proposal shall state a brief background of the case, the action proposed and all supporting documents, including a note from the Engineer / Officer – In –Charge or the designated in-charge or the department responsible for execution of a work, in the case the proposal is related to the performance of a contract. A draft show cause notice is also to be attached to the proposal.

4.2.4.On preliminary examination of the proposal with attached documents, if the vendor de-listment committee is of the opinion that action is to be initiated against the Agency, the committee will approve the proposal along with the proposed Show Cause Notice.

4.2.5.Thereupon the Show Cause Notice, as approved, will be issued by the concerned Procurement Department. Before issuing the Show Cause Notice, concerned procurement department should give intimation to the Nodal Department regarding the proposed action against the Agency, along with a copy of the Show Cause notice for record. The Nodal Department, shall in turn publish this information in BPCL website for information and reference of all procuring departments across the corporation

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4.2.6. On receipt of the explanation from the Agency, the procurement Department will put up the proposal for holiday listing, to the competent authority, through the vendor de-listment committee & the Nodal Department; This proposal would consist of a background of the case, copy of initiation proposal approved by vendor de-listment committee, copy of the Show Cause Notice issued and Agency's reply received and the procurement departments' comments on the same. The period for which holiday listing is recommended should also be clearly mentioned in the proposal. All relevant supporting documents should also be attached; In case no explanation is received from the Agency within the stipulated time, the case shall be preceded with ex-parte.

4.2.7. The proposal along with the reply from the Agency would be examined by the Vendor de-listment Committee; thereafter, with the recommendation from the vendor de-listment Committee, the proposal would be put up through the Nodal Department to the Competent Authority for final decision on banning or otherwise.

4.2.8. The competent authority, after examining all the materials on record, including the explanation from the Agency, will give their decision on the proposal. Competent Authority in its decision may :

Approve the proposal for Holiday Listing as such; OR

Approval the proposal for holiday listing for a period higher than that was recommended, in case the competent authority is of the opinion that banning for a longer period is required in view of the gravity of the case; OR

Approve the proposal for holiday listing for a period lesser than that was recommended, in case the competent authority is of the opinion that lesser period would meet the requirement, considering the gravity of the case; OR

Reject the proposal, in case, based on explanation furnished by the Agency, the Competent Authority is of opinion that the alleged misconduct / malpractice was either not substantiated or has happened on account of circumstances on which Agency had no control.

4.2.9. The decision of the Competent Authority regarding Holiday Listing of business dealings should be communicated to the 'Agency' concerned, by the concerned procurement department. A draft proforma for intimation of Holiday Listing to Agency is at Annexure II.

4.2.10. The Holiday Listing process should be completed at the earliest, and in any case within 45 days from initiation of case by concerned Engineer / Officer – In-Charge / Department responsible for invitation of bids

4.2.11. Competent Authority shall decide on the period of holiday listing, on case to case basis, depending on the gravity of the case and considering the implications for BPCL on account of the Act/Omission on the part of the Agency, intentions of the Agency as established from the circumstances of the case, frequency of tendering for work of similar nature etc.

4.2.12. Ordinarily the period for which as Agency is Holiday listed should not be less than 1 year and should not exceed 3 years. However, in extraordinary circumstances as mentioned below, banning of 15 years can be done. The broad guidelines for the period of holiday listing based on the circumstances under which they were put on holiday listing is as under :

S.No - Reasons for holiday listing -- Period of holiday listing

1 - Indulged in malpractices resulting in financial loss to the Corporation --15 years

2 - Submitted fake, false or forged documents / certificates - 3 years

3 - has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorisedly disposed off materials / documents / drawings / tools or plants or equipments supplied by BPCL - 15 years

4 - Has deliberately violated and circumvented the provisions of labour laws/ regulations / rules , safety norms, environmental norms or other statutory requirements - 3 years

5 - has deliberately indulged in construction and erection of defective works or supply of defective materials - 3 years

6 - has not cleared BPCLs previous dues if applicable - 1 year

7 -has committed breach of contract or has abandoned the contract-3 years

8 -Poor performance of the Agency in one or several contracts -1 year

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9 -has not honoured the fax of award / letter of award / Contract / Purchase order after the same is issued by BPCL -1 year

10 -Withdraws/ revises the bid upwards after becoming the L1 bidder -1 year

11 -has parted with , leaked or provided confidential / proprietary information of BPCL to any third party without the prior consent of BPCL -15 years

12 -If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency - 3 years

13 -Transgression of Integrity Pact , which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; - 3 years

4.2.13. In cases where Holiday Listing is proposed based on advice from the Administrative Ministry, no show cause or formal decision by competent authority will be required. The Nodal Department will directly intimate the Agency that they have been placed in Holiday Listing by BPCL based on the Ministry's advice

4.2.14. Provision for Appeal;

(i) An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.

(ii) Any appeal filed after expiry of the above period shall not be considered by the Appellate Authority;

(iii) On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires , may call for comments from the Competent Authority;

(iv) After receipt of the comments from the Competent Authority, the Appellate Authority , if it so desires , may also give an opportunity for personal hearing, to the Appellant Agency;

(v) After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either :

a) Uphold the decision of Competent authority with or without any variation /lesser period of Holiday Listing; OR

b) Annul the order of the Competent Authority.

(vi) Appellate Authority shall pass its order within a maximum period of 45 days from the date of receipt of Appeal.

(vii) Order of the Appellate Authority shall be communicated to the Agency by the Procurement Department copy of which shall be given to the Competent Authority and also to the Nodal Department as well. A draft proforma for communicating the decision of the Appellate Authority is at Bharat Petroleum Corporation Limited

(viii) No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

4.2.15 Effect of Holiday Listing

(i) No enquiry / bid / tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.

(ii) If an 'Agency' is put on the Holiday list during tendering :

a) If an 'Agency' is put on Holiday List after issue of the enquiry / bid / tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD , if submitted by the 'Agency' shall be returned . If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned .

b) If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned, The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest (L1). In such situation next lowest shall be considered as L1;

c) If contract with the 'Agency' concerned is in operation, (including cases where contract has

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already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.

(iii) In cases where holiday listing proposal has been initiated by some procurement department in the Corporation, but the process is yet to be completed and order of Competent Authority is awaited, the tendering process may be taken forward till price bid opening and after price bid opening, decision on the tender may be kept on hold till such time order of Competent Authority is issued.

5. Declaration by Bidders regarding Holiday Listing status:

Tenders invited for purchase of Goods and Services for both Open Tenders as well as Limited Tenders, should have the provision that the bidder should submit a declaration to the effect that they are not currently serving any Holiday Listing orders issued by BPCL or MOPNG debarring them from carrying on business dealings with the BPCL/MOPNG or serving a banning order by another Oil PSE. Offers not accompanied with a declaration should be incorporated in rejection criteria. Any wrong declaration in this context shall make the Agency liable for action under this Holiday Listing procedure.

6. Revocation of Holiday Listing:

6.1. An order for Holiday Listing once passed for a certain specified period shall be revoked as under :

6.1.1. An order for Holiday Listing passed for a certain specified period shall be revoked on the expiry of that specified period, subject to the Agency giving a request in writing clearly mentioning the corrective action which has already been taken / proposed to be taken, to avoid recurrence. Specific order of revocation shall be issued by the concerned Procurement Department Vendor Enlistment Committee, which had recommended the Holiday Listing, after considering the Vendor's request, with copy to the Nodal Department.

6.1.2. A Holiday Listing order may, on a review during its currency of operation, be revoked by the competent authority if it is of the opinion that the disability already suffered is adequate in the circumstances of the case, and the Agency has taken appropriate action to avoid recurrence.

7. Publishing of holiday listing information in BPCL Web-site:

7.1. Once an order of Holiday Listing of an Agency is passed by a Competent Authority, the said information shall be published in the BPCL web-site, by the Nodal Department;

7.2. All Procurement Agencies, should before issue of tender in limited tender cases and before opening of price bids in all cases, verify with this published information that the bidder concerned is not currently serving any Holiday Listing orders issued by BPCL; suitable declarations to this effect shall be incorporated in the concerned approval notes/TEC Note.

7.3. All orders of revocation of holiday listing shall, immediately on revocation, be made available to the Nodal Department, who in turn shall update the information in the web-site accordingly.

7.4. To take cognizance of the holiday listing process in the initiation stage itself, the Nodal Department should update the information in the BPCL web site, as soon as they get intimation from the Procurement Group, along with copy of proposed show cause notice.

7.5. Nodal Department shall intimate each Instance of Holiday Listing and Revocation to other Oil PSE's. Similarly information regarding Holiday Listing, if any received from other Oil PSE's shall be communicated by the Nodal Department to the concerned Procuring Departments and/or published in the website for reference.

7.6. If any Communication is recd from the Administrative Ministry (i.e. MOP&NG) advising banning of business dealings with any Agency, the Nodal Department should take immediate action to circulate the same to all Procurement Departments within the Corporation, update the website and also send intimation to the concerned Agency in format Ann. IV

Annexure –I

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(Proforma of Show Cause Notice)BY REGD. POST/SPEED POST/COURIERNo.

Date.....

To

M/s

.....

.....

.....Attn.: Shri

Sub: Show Cause Notice

Ref :

Dear Sir,

You are hereby required to show because in writing within 15 days from the date hereof why you should not be placed on Holiday List and be debarred from entering into any contracts with BPCL for the following reasons:

(Give Reasons)

Your reply (if any) should be supported by documents and documentary evidence which you wish to rely in support of your reply.

Should be fail to reply to this Show Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall; be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf ofBPCL.

Annexure –II

(Proforma for Intimation of Holiday Listing)BY REGD. POST/SPEED POST/COURIERNo.....

Date.....

To

M/s

.....Attn.: Shri

.....

Sub: Intimation of Banning of Business Dealings / Holiday Listing

Dear Sir,

WHEREAS our Show Cause Notice served to you datedWHEREAS, in spite of the opportunity given to you, you have failed to show cause as required / your reply to the show cause notice *(and documents and documentary evidence submitted in support of your reply) has / have been duly considered;(Speaking Order either to agree or rebut the reply furnished by Agency – allegation wise)After considering the allegations made in the show cause notice/your reply to the show cause notice*(and documents and documentary evidence furnished in support thereof) as cited above, it has been decided that business dealings with you will be banned and you are hereby debarred from entering into contracts with BPCL for Years/months, effective from the date hereof.

This order shall have the following effects:

- 1.No enquiry / bid / tender shall be issued to you nor will the bids submitted by you be entertained;
- 2.In cases where tenders have already been issued to you and price bids are yet to be opened, the price bid submitted by you shall not be opened and BG/EMD, if any, submitted by you shall be returned.
- 3.In cases where tenders have already been issued to you and price bids have already been opened , but final decision is pending, your quote will not be considered for further evaluation and finalization of the tender, and BG/EMD, if any, submitted by you shall be returned.
- 4.In case of ongoing contracts between you & BPCL, (including cases were contract has already

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been awarded before) you will be required to continue with the execution and perform as per terms of the contract.

In case you are aggrieved by this order, you may file an Appeal before (Indicate here the relevant Appellate Authority), within a maximum of 15 days from the date of receipt of this order. You may represent your case before the Appellate Authority, along with necessary justification. On expiry of the above period of holiday listing, you may approach.....(indicate the concerned procurement department) , with request for revocation of the order mentioning inter-alia the steps taken by you to avoid recurrence of misconduct which has led to the Holiday Listing. (Give Reasons) Yours faithfully,
For & On behalf of BPCL

Annexure –III

(Proforma for communication of Appellate Decision on Holiday Listing Order)BY REGD. POST/SPEED POST/COURIERNo. DateTo M/s

.....
Attn.: Shri

Sub: Banning of Business Dealings / Holiday Listing- Intimation of decision of Appellate Authority

Ref: 1.Order dated placing M/s on Holiday List by BPCL;

2. Your Appeal reference Dt.....

Dear Sir,

This has reference to the order dt..... placing you on Holiday List and your appeal petition reference dt.... on the same.

After considering the findings of the Original Authority in order dt....., submissions made by you in your appeal , and the documents/documentary evidences available on record, it has been decided finally that :

***There is no infirmity in the order of the Original Authority, and the allegations stand substantiated and the Holiday Listing for the period of years/month from the date of order, as ordered by the original Authority is upheld,

Considering your submissions, the order of Holiday Listing passed by the original authority is upheld , but with a reduction in period of holiday listing for years/months from the date of order of original authority;

Considering your submissions and the evidence available on record, there is enough justification to annul the order of the original authority. (***) Incorporate any one of the above as applicable)

Yours faithfully,

For & On behalf of BPCL.

Annexure –IV

(Proforma for Intimation of Holiday Listing- based on Ministry's Advice)BY REGD. POST/SPEED POST/COURIERNo. Date

To M/s

.....
Attn.: Shri

Sub : Intimation of Banning of Business Dealings / Holiday Listing

Ref: MOP&NG's letter ref dt....., advising banning of business dealings with M/s.....

Dear Sir,

WHEREAS we have been advised by MOP&NG that all business dealings with you is to be banned and you should be placed on Holiday List for a period ofyrs/months from.....;

You are hereby informed that the business dealings with you would be banned and you are hereby debarred from entering into contracts with BPCL for Years/months, effective from the date hereof.

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On expiry of the above period of holiday listing, you may approach.....(indicate the concerned procurement department) , with request for revocation of the order mentioning inter-alia the

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steps taken by you to avoid recurrence of misconduct which has led to the Holiday Listing
Yours faithfully,
For & On behalf of BPCL.

Technical
bid

SPECIAL PURCHASE CONDITIONS

SPECIAL PURCHASE CONDITIONS

SPC FORM

DESCRIPTION

BIDDER'S
CONFIRMATION

SPECIAL TERMS AND CONDITIONS

1. QUANTITY VARIATIONS:

The quantities indicated are Company-wise Location-wise approximate annual requirement. However the maximum quantity that OMC will procure is restricted to 0.85 million KL.

2. EVALUATION / ORDER AWARD CRITERIA:

- a. Bid qualification criteria of all the vendors will be evaluated and qualified vendors from this stage will be eligible for techno commercial evaluation.
 - b. All the qualified vendors from above stage will be techno commercially scrutinized and accepted vendors will be forwarded to the next step i.e. Price bid opening.
 - c. All the techno commercially accepted vendors price bids will be opened and evaluated for finding out the successful vendor (s).
 - d. The contract / order for supply of Bio Diesel (B-100) shall be awarded on location wise lowest net delivered cost basis. The reasonability of price shall be determined by the industry committee. If required negotiation committee will hold meeting with L1 bidders of each location. Once negotiated L1 rate is acceptable by industry committee the same will be offered to L2 to..... Ln bidders for matching and acceptance.
 - e. Vendor will select the location (s) and offer their quantity for their selected location(s). Vendor cannot offer quantity more than the requirement for that location.
 - f. If in case there are multiple L1s for any location, the allocation shall be made based on the ratio of their offered quantity.
 - g. After allocating quantities to L1 bidders for each location, if full requirement for the location is not met; the L2 bidders will be offered to match the L1 rate and L2 bidders offered quantity will be accepted (till location's requirement is met). The process will be repeated for L3....Ln bidders. In any case, Location's requirement will not be exceeded.
3. ORDER FULFILLMENT PROCESS:

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After the price bid evaluations & recommendations, the individual oil companies will be taking their own approvals for placement of orders & further activities pertaining to order placement & post order placement will be dealt by individual oil companies IOCL / BPCL / HPCL. In case of BPCL Call-offs will be made by our Regional Retail Logistics offices.

4.DELIVERY PERIOD:

Please note that timely delivery by the vendor as per the delivery schedule given below is the essence of contract. LOIs will be issued by respective OMC i.e. BPCL / IOCL / HPCL. Bidders are required to submit the agreement and security deposit within 10 days from date of LOI. The supply should commence within 10 days from the date of Purchase Order.

The Location shall place monthly indents / schedule for supplies of Bio Diesel (B-100) by the Suppliers for the entire year and will be given to the vendor along with the Purchase order. The Supplier will make the supplies as per the indents/ schedule placed by the purchaser. The Supplier shall strictly adhere to the supply schedule and achieve supply performance of a minimum of 90% of the quantity on per month basis.

5.PRICE REDUCTION CLAUSE:

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

The Location shall place monthly indents/ schedule for supplies of Bio Diesel (B-100)by the Suppliers for the Contract Period and will be given to the vendor along with the Purchase order. The Supplier will make the supplies as per the indents/ schedule placed by the purchaser. The Supplier shall strictly adhere to the supply schedule and achieve supply performance of a minimum of 90% of the quantity per month

If the supply falls below 90% during any month, amount equivalent to 7.5% of the landed cost shall be payable by the Supplier for the undelivered quantity (90 % Indented quantity less Supplied quantity) and these shall be deducted from the payment due to the vendors or by encashing security deposit.

6.SECURITY DEPOSIT:

The successful vendor, within 10 days of placement of LOI shall deposit a Bank Guarantee or Demand draft for an amount equivalent to 5% of the LOI value.

7.BASIS OF ORDER:

Order will be placed on Delivered Cost (including VAT) for the location basis. All taxes/ levies (eg State & Local Levies, Octroi/ LBT/Entry Tax etc.) shall be quoted by Bidders as applicable as on due date of the Tender.

In the event, taxes/ levies mentioned in Rate-breakup of the Price Bid by the Vendor is lower than prevailing taxes/levies as applicable, it shall be construed that the Vendor is absorbing such taxes/ levies in the Basic Price.

In the event, taxes/ levies mentioned in Rate-breakup of the Price Bid by the Vendor is higher than prevailing taxes/levies as applicable, the Bid will be evaluated as per taxes/ levies quoted by the Vendor for ranking during Price Bid Evaluation. During operation of the Contract, however, the Bidder will be paid as per actual taxes/ duties as applicable and will not be allowed to adjust the differential in any other Price Bid element (ie Basic Rate, Freight etc.).

8.PAYMENT TERMS:

100% Payment shall be made within 21 days after receipt of material at our sites & submission of following documents in triplicate and against submission of 5% Security Deposit (Security Deposit shall be for 5% of basic order value for all the items put together).

1. Original Invoice
2. Delivery Challan

9.EARNEST MONEY DEPOSIT:

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All the vendors will be requested to submit an interest free Earnest Money Deposit vide a Demand Draft (by the way of crossed A/c Payee) drawn on nationalized bank for an amount Rs. 5(five) lakhs in favour of BHARAT PETROLEUM CORPORATION LTD payable at MUMBAI. Physical Instruments (DD) have to be sent to below mentioned address and dropped in the tender box on / before the due date and time mentioned in the tender.

K/A: Mr. Suman Kumar / Mr. Biju Gopinath

Central Procurement Organization,
Bharat Petroleum Corporation Limited,
A Installation Sewree Fort Road,
Sewree East, Mumbai 400015.

EMD should be submitted in physical form in a sealed cover addressed to Mr. Biju Gopinath / Mr. Suman Kumar, boldly super-scribed on the outer cover

- Tender Number
- Item Name
- Closing date / Time
- Name of the tenderer

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

EXEMPTION FROM EARNEST MONEY DEPOSIT:

Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises for the item mentioned in the tender.

Vendor has to upload the necessary documents as mentioned above to claim exemption for Earnest Money Deposit and copy of the document has to be sent to above mentioned address and dropped in the tender box on / before the due date and time mentioned in the tender.

EMD is liable to be forfeited in the event of:

- i. Vendors withdraw or alter their bid during the bid validity period
- ii. Non-acceptance of LOI / order, if and when placed.
- iii. Non-payment of Performance Bank Guarantee amount against LOI/ Purchase Order within the stipulated period mentioned in the tender (From the date of LOI / the Purchase Order whichever is earlier).

EMD will be returned to unsuccessful bidder immediately after award of the contract. Successful bidder EMD will be converted to Security Deposit and will be released after submission of Performance Bank Guarantee.

10. Transit insurance:

The GPC clause 18 stands amended as Transit insurance will be in the scope of the supplier. The rates quoted by the bidder should be inclusive of insurance charges and applicable taxes/duties /service tax etc. To take care of this, we have mentioned Freight Charges (inclusive of taxes if any and Transit Insurance) in the price bid.

11. INTEGRITY PACT:

Vendor shall also have to essentially sign an Integrity Pact (IP) for participating in this tender. Kindly find enclosed the pre signed IP Documents of all the three companies i.e. BPCL / IOCL / HPCL for your reference. The same is required to be signed by the vendor and also take the witness signatures and submit the same in the bid common forms. The hard copy of the IP's for

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all three OMCs to be submitted in physical form along with the EMD. The salient points to be noted in regard to IP are:

- a) If the vendor has been disqualified from the tender process prior to the award of the contract in accordance with the provisions of the Integrity Pact, BPCL/IOCL/HPCL shall be entitled to demand and recover from vendor, Price reduction amount by forfeiting the EMD/Performance Guarantee as per provisions of the Integrity Pact.
- b) If the contract has been terminated according to the provisions of the Integrity Pact, or if BPCL is entitled to terminate the contract according to the provisions of the Integrity pact, BPCL/IOCL/HPCL shall be entitled to demand and recover from vendor, Price reduction amount by forfeiting the Performance Guarantee amount as per provisions of the Integrity Pact.
- c) Vendor may raise disputes/complaints, if any, with the nominated Independent External Monitor.

12.VALIDITY OF OFFER:

Validity of offer should be 120 Days from due date of tender opening. Once the LOI / Contract is placed then the rates shall be valid from LOI / Contract date till end of Contract Period.

13.VAT SETOFF:

The evaluation of total cash outflow shall be done considering the applicable VAT set off as on the date of price bid opening.

Conditions for a valid Tax Invoice are given below:

- a. The words Tax Invoice in bold letters either at the top or at a prominent place
 - b. A serial number
 - c. The date of the transaction/sale/issue
 - d. Description of the goods
 - e. The quantity or number of goods involved in the transaction
 - f. The price of the goods
 - g. The amount of VAT charged on the goods (this must be shown separately)
 - h. A declaration certificate
14. Please mention State & City from which material will be supplied (This will form basis for VAT SET OFF consideration). You have to mention against each location whether you have quoted VAT or CST.

15. OTHER CONDITIONS:

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

In case of duplication of any clause given in this document and General Purchase Conditions, Clauses given in this document are treated to be valid.

Technical
bid

Details of Bidders Relationship with IOCL/BPCL/HPCL Directors

Details of Bidders Relationship with IOCL/BPCL/HPCL Directors

SR NO.	DESCRIPTION	VENDERS RESPONSE
1	NAME OF THE TENDERER / FIRM / COMPANY	
2	STATUS OF THE TENDERER / FIRM / COMPANY (PROPRIETARY FIRM or PARTNERSHIP FIRM or PUBLIC/PRIVATE LIMITED COMPANY)	
3	NAME/S OF THE PROPRIETOR / PARTNERS / DIRECTORS OF THE FIRM / COMPANY	
4	ADDRESS AND CONTACT DETAILS OF THE REGISTERED OFFICE	
5	ADDRESS AND CONTACT DETAILS OF YOUR PLANT FROM WHERE MATERIAL IS GOING TO BE SUPPLIED	
6	NAME AND CONTACT DETAILS (PHONE, MAIL ID ETC.) OF THE CONTACT PERSON	
7	STATE WHETHER THE PROPRIETOR / ANY OF THE PARTNERS / ANY OF THE DIRECTORS OF YOUR FIRM / COMPANY IS RELATED TO ANY OF THE DIRECTORS OF IOCL/BPCL/HPCL	
8	IF YES, STATE THE NAME OF IOCL/BPCL/HPCL DIRECTOR AND YOUR RELATIONSHIP WITH HIM	
9	STATE WHETHER THE PROPRIETOR / ANY OF THE PARTNERS / ANY OF THE DIRECTORS OF YOUR FIRM / COMPANY IS ALSO A DIRECTOR OF IOCL/BPCL/HPCL	
10	IF YES, STATE THE NAME/S OF SUCH IOCL/BPCL/HPCL DIRECTOR/S	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Technical
bid**INTEGRITY PACT**

Integrity Pact Upload

Integrity Pact to be uploaded by bidder

Technical
bid**VENDOR MASTER DETAILS**

VENDOR MASTER DETAILS

Sr. No.	DESCRIPTION	VENDER RESPONSE
1	Company Name along with address	
1a	Company Name	
1b	Full Address	
1c	City	
1d	District	
1e	State	
1f	Pin Code	
1g	Telephone number (s) with STD Code	
1h	Mobile number	
1i	Fax number (s) with STD Code	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

1j	E-mail ID (s)	
1k	Vendor Code of BPCL (If you know please mention the code else not applicable)	
2	Type of Company	
2a	Please specify type of company: Partnership / Limited liability partnership / Private Limited / Public Limited / Central PSU / State PSU / Individual / HUF / Sole Proprietorship Firm / Association of Persons AOP / Body of Individuals (BOI) / Artificial Judicial Person / State Govt Dept / Cent Govt Dept / Local Authority / Co-op Society / Trust / Foreign Company	
3	Incorporation Certificate number & Date	
3a	Incorporation Certificate number	
3b	Incorporation Date	
4	Excise Details	
4a	ECC NO	
4b	Excise Regn no	
4c	Excise commissionerate	
4d	Excise Range	
4e	Excise Divison	
4f	Excise Tax Indicator	
5	PAN Number	
6	Service Tax Registration Details	
6a	Registration number	
6b	Registration category	
6c	Registration Valid from	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

6d	Registration City	
6e	Registration State	
7	VAT Registration Details	
7a	Registration State	
7b	Registration type	
7c	Tax Registration number	
7d	Registration Valid from	
8	Sales Tax (CST) Registration Details	
8a	Registration State	
8b	Registration type	
8c	Tax Registration number	
8d	Registration Valid from	
9	MSME Details	
9a	MSME Registration no.	
9b	Certificate Date	
9c	Category of Unit (Manufacturing / Services)	
9d	Registration State	
9e	Registration District	
9f	Valid From	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

	9g	MSME Type (Micro / Small / Medium)	
	9h	Registration activities	
	9i	Special Status like SC/ST or others.	
	10	NEFT Details	
	10a	Bank Details in BPCL format filled by the vendor and countersigned by Banker and having IFSC code, MICR Code, Account number and Account type etc.	
Technical bid	<h2 style="text-align: center;">GENERAL INSTRUCTIONS TO VENDORS</h2>		
	ITB FORM		
	DESCRIPTION		BIDDER'S RESPONSE
	<p>GENERAL INSTRUCTIONS TO BIDDERS</p> <p>1.Competitive offers are invited in two part bid from the manufacturers of Bio Diesel (B-100) for the supply and delivery of around 0.85 Million KL Bio Diesel (B-100), on the terms and conditions contained in the tender.</p> <p>2.The tender period is from August 2015 to March 2016.</p> <p>3.This is basically a rate contract and quantities are not guaranteed. However, plant-wise estimated requirement as per best estimate is enclosed in the tender common forms.</p> <p>4.REFERENCE FOR DOCUMENTATION:</p> <p>4.1The number and date of tender must appear on all correspondence before finalization of Rate Contract / Purchase Order.</p> <p>4.2After finalization of Rate 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.</p> <p>5.The bidder shall bear all costs associated with the preparation and submission of the bid (including TPIA charges for getting BQC documents, as applicable, certified by approved TPIA), and Owner will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p> <p>6.Vendor is requested to submit their bids taking full notice of all the technical specifications, terms and conditions, forms & attachments to this tender. Bids must be through e-tendering system only and must be filled up by the authorized and competent authority of your firm.</p> <p>7.Undertaking by the bidder:</p>		

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

a. I/we hereby undertake that the statements made herein/information given in the bids through e-tendering system/annexures/forms/uploaded documents referred are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling BPCL/IOCL/HPCL to avoid any resultant contract.

b. I/we further undertake as and when called upon by BPCL/IOCL/HPCL to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

8. The list of approved Third Party inspection agencies

i. Lloyds Register Industrial Service Ltd. (LRIS)

ii. Det Norske Veritas (DNV)

iii. Indian Register of shipping (IRS)

iv. Tata projects Ltd.

v. SGS India Pvt. Ltd

vi. Germanischer Lloyds Industrial Service Pvt. Ltd. (GLISPL)

vii. Engineers India Ltd. (EIL)

viii. Project & Development India Ltd. (PDIL)

ix. UL India Pvt. Ltd.

x. Intertek testing Service India pvt. Ltd.

xi. RITES Ltd.

xii. MECON Engineers

9. The vendors who are on BPCL/IOCL/HPCL holiday list or delisted will not be considered.

10. NAMES & ADDRESSES OF INDEPENDENT EXTERNAL MONITORS (IEM):

A) ITEMS FOR M/S BPCL

Shri Brahm Dutt

1/8 Safdarjung Enclave, New

Delhi - 110 029.,

MOBILE: +919871920282

Email ID: dutt.brahm@gmail.com

D) THE RESPONSIBILITY OF IEM OF M/S BPCL WILL BE FROM TENDER TO PRE-AWARD OF CONTRACT PERIOD & POST AWARD FOR BPCL ORDERS ONLY.

E) THE RESPONSIBILITY OF IEMS OF M/S IOCL & M/S HPCL WILL COME IN PLACE ONLY AFTER PLACEMENT OF ORDERS BY M/S IOCL & M/S HPCL.

11. The bidder is expected to examine all instructions, forms, attachments, terms and specifications in the tender document. The entire tender document together with all its attachments thereto, shall be considered to be read, understood and accepted by the bidder, unless deviations are specifically stated by the bidder in deviation sheet. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender documents in every respect will be at bidder risk and may result in the rejection of his bid. The bidder scope of supplies as specified in the material requisition shall be in strict compliance with the scope detailed therein and in the bid document.

12. The bid prepared by the Bidder and all correspondence / drawings and documents relating to the bid exchanged by Bidder and the Owner shall be written in ENGLISH language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

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

14. The bidders to provide their bank details, company type (Sole proprietorship, Private Limited / Public Limited etc), PAN / Sales Tax / WCT Registration numbers / Service Tax Registration No. / VAT registration No., as applicable for updating vendor master file. You are also requested to keep us

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

informed of any change in address / status of your business / contact details including email address etc.

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

Ch. MANAGER CEC (CPO)

Central Procurement Organisation (Mktg)

Bharat Petroleum Corporation Ltd,

A Installation, Sewree Fort Road, Sewree (East),

Mumbai - 400 015.

Phone: 91-22-24176207 / 24176416

Fax: 91-22-24117878

E Mail : sumankumar@bharatpetroleum.in

bijug@bharatpetroleum.in

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

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

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

18. After the price bid evaluations & recommendations, the individual oil companies will be taking their own approvals for placement of orders & further activities pertaining to order placement & post order placement will be dealt by individual oil companies IOCL/BPCL/HPCL.

Technical bid

DEVIATION

DEVIATION IF ANY (Please write the clause no and Annexure no. of the relevent documents)

CLAUSE NO.	DEVIATION

Price bid

OMCs BIO-DIESEL REQUIREMENT

OMCs BIO-DIESEL REQUIREMENT

Column name	Bidder response
Sr. No.	1
Location	Amousi/Panki/ Kanpur
State	Uttarpradesh
OMCs required quantity	27528.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	2
Location	Mathura/Aonla
State	Uttarpradesh
OMCs required quantity	29589.0000
Vendors Offered qty	
Location of Supply(Location name with State)	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	3
Location	Bijwasan/Tikrikalan/Delhi
State	Delhi
OMCs required quantity	54362.0000

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	4
Location	Bhatinda
State	Punjab

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

OMCs required quantity	47180.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	5

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Location	Jaipur
State	Rajasthan
OMCs required quantity	46658.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
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Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Sr. No.	6
Location	Salawas/Jodhpur
State	Rajasthan
OMCs required quantity	27118.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Column name	Bidder response
Sr. No.	7
Location	Rewari
State	Haryana
OMCs required quantity	64548.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	8
Location	Haldia
State	West Bengal
OMCs required quantity	13335.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	9
Location	Paradeep
State	Odisha
OMCs required quantity	28132.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	10
Location	Indore/Manglia
State	Madhyapradesh
OMCs required quantity	30751.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	11
Location	Loni/Pune
State	Maharashtra
OMCs required quantity	42221.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	12
Location	Manmad/Panewadi
State	Maharashtra
OMCs required quantity	75170.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	13
Location	Nandesari/Koyali
State	Gujarat
OMCs required quantity	36550.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	14
Location	Bangalore/Devangunthi
State	Karnataka
OMCs required quantity	56442.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	15
Location	Mangalore
State	Karnataka
OMCs required quantity	26083.0000
Vendors Offered qty	
Location of Supply(Location name with State)	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	16
Location	Ghatkesar/Cherlapalli
State	Telangana
OMCs required quantity	63821.0000
Vendors Offered qty	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	17
Location	Karur/Coimbatore/Irugar
State	Tamilnadu

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

OMCs required quantity	63666.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response
Sr. No.	18
Location	Ennore/TONDIARPET

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

State	Tamilnadu
OMCs required quantity	56839.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Column name	Bidder response

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Sr. No.	19
Location	Vizag
State	Andhra Pradesh
OMCs required quantity	26031.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	
Total cost in Rs	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Column name	Bidder response
Sr. No.	20
Location	Vijayawada
State	Andhra Pradesh
OMCs required quantity	28807.0000
Vendors Offered qty	
Location of Supply(Location name with State)	
Basic Rates (In Rs In Fig)	
Basic Rates (In Rs In Words)	
Excise duty in %	
Excise duty in Amount	
Cost of Transportation/ Freight in Rs (Per KL)	
Sales tax (CST/ VAT) in %	
Sales tax (CST/ VAT) in Amount	
Octroi/ entry tax in %	
Octroi/ entry tax in Amount	
VAT set off in %	
VAT set off in Amount	
NDC	

Tender title : Tender for procurement of Bio Diesel (B100) : IS 15607-2005 at OMC locations

Total cost in Rs	