



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

**INVITE**

**QUANTITY BIDDING FOR SUPPLY OF AROUND 85.70 CRORE LITRES OF  
BIODIESEL PRODUCED FROM NUCO FEEDSTOCKS AT OIL MARKETING  
COMPANIES (OMCs) LOCATIONS FOR OCT'24-SEP'25**

**EOI Ref No.: OMC/EOI/NUCO/BD/OCT24 (CYCLE1)  
e-Tender Ref No.: 2024\_MKTHO\_181149\_1  
Due Date for Bid Submission: 24.10.2024**

EOI no. – OMC/EOI/NUCO/BD/OCT24 (CYCLE1) Tender ID -  
2024\_MKTHO\_181149\_1 dated 17<sup>th</sup> Oct'2024

Quantity Bidding for Procurement of Bio Diesel (B100: IS15607-  
2022) from Non-UCO Feedstocks, at OMC locations

Dear Sir/Madam,

**SUBJECT: PROCUREMENT OF AROUND 85.70 CRORE LITRES OF BIO DIESEL (B-100). EOI No. OMC/EOI/NUCO/BD/OCT24 (CYCLE1) Tender ID -2024\_MKTHO\_181149\_1 dated 17<sup>th</sup> Oct 2024 closing on 24<sup>th</sup> Oct 2024 at 15:00 hrs.**

## 1. INSTRUCTION FOR FILLING QUANTITY BID

PSU OMCs intend to procure Biodiesel produced from all feedstocks except Used Cooking Oil (UCO) from the registered bidders qualified in bidder empanelment EOIs published by OMCs. Terms and conditions of the EOI shall be applicable for this bid. The supply period of this EOI is Oct'24-Sep'25. Biodiesel supplied must meet the specification as per latest IS 15607 and its amendments. Bidders to quote Biodiesel quantities to be supplied by them against the requirement of OMCs, location-wise & quarter-wise in the bid form. The period would be as under:

Month: October 2024–September 2025 Quantity: 857039 Kilo Liters (KL)

### **Location Wise Requirement (KL) for October 2024–September 2025**

Sl No.	Political State	Location	Winter CFP, °C	OMC Q1 (KL)	OMC Q2 (KL)	OMC Q3 (KL)	OMC Q4 (KL)	OMC Total (KL)
1	Andhra Pradesh	Kadapa	12	1949	1949	1949	1949	7796
2	Andhra Pradesh	Vijayawada/Kondapally	12	3546	4296	5543	5543	18928
3	Andhra Pradesh	Rajahmundry	12	2019	2419	2729	2729	9896
4	Andhra Pradesh	Visakhapatnam	12	1027	1027	1641	1641	5336
5	Andhra Pradesh	Ongole Depot	12	560	840	840	840	3080
6	Andhra Pradesh	Chittoor	12	1200	1600	1800	1800	6400
7	Andhra Pradesh	Gooty	12	100	200	200	200	700
8	Andhra Pradesh	Krishnapatnam	12	100	100	100	100	400
9	Andhra Pradesh	Atchutapuram	12	1200	1600	1600	1600	6000
10	Assam	Betkuchi(Guwahati)	6	100	166	368	368	1002
11	Bihar	Patna	6	1350	3671	3195	3195	11411

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12	Bihar	Barauni	6	1100	1300	2145	2145	6690
13	Bihar	Motihari	6	800	1000	1500	1500	4800
14	Bihar	Muzaffarpur	6	0	200	200	200	600
15	Chhattisgarh	Raipur(Common User Terminal)	6	100	538	1113	1113	2864
16	Delhi	Delhi - Tikri	6	800	1000	1500	1500	4800
17	Delhi	Bijwasan/Delhi Terminal	6	2786	3586	4086	4086	14544
18	Goa	ZIOL(Goa)	12	200	200	260	260	920
19	Gujarat	Sidhpur	6	2950	4100	5000	5000	17050
20	Gujarat	Kandla	12	1760	3328	2923	2923	10934
21	Gujarat	Hazira	12	4900	7168	8173	8173	28414
22	Gujarat	Vadodara/Dumad/Koyali	12	6394	8394	8594	8594	31976
23	Gujarat	Navegaon	12	3500	4800	5700	5700	19700
24	Gujarat	Rajkot	12	1000	1000	1200	1200	4400
25	Gujarat	Palanpur	6	100	1283	650	650	2683
26	Haryana	Panipat	6	3350	4400	5000	5000	17750
27	Haryana	Rewari	6	1000	1620	2351	2376	7347
28	Haryana	Piyala	6	350	500	500	500	1850
29	Haryana	Hissar	6	100	293	622	622	1637
30	Haryana	Bahadrgadh	6	100	374	785	785	2044
31	Himachal Pradesh	Nalagarh	6	100	100	100	100	400
32	J&K	Srinagar Depot	6	100	100	100	100	400
33	J&K	Jammu	6	100	100	100	100	400
34	Jharkhand	Jasidih	6	800	1000	1800	1800	5400
35	Jharkhand	Khunti	6	1000	1200	1800	1800	5800
36	Jharkhand	Bokaro	6	1415	1915	1915	1915	7160
37	Karnataka	Mangalore	12	100	100	210	735	1145
38	Karnataka	Bangalore	6	4573	5423	6323	6323	22642
39	Karnataka	Navlur(Hubli)	12	1300	1905	2446	2446	8097
40	Karnataka	Desur(Belgaum)	12	0	100	1600	1600	3300
41	Karnataka	Bijapur	6	800	1000	1800	1800	5400
42	Karnataka	Nandur(Gulbarga)	6	1100	3328	2973	2973	10374
43	Karnataka	Mysore	6	0	100	100	100	300
44	Karnataka	Hassan	6	665	665	665	665	2660
45	Kerala	Irimpanam(Cochin)	12	3900	4461	5258	5358	18977
46	Kerala	Kozhikode	12	100	617	318	318	1353
47	Madhya Pradesh	Bakania(Bhopal)	6	0	100	100	100	300
48	Madhya Pradesh	Manglia(Indore)	6	1000	3561	2889	2889	10339
49	Madhya Pradesh	Itarsi	6	400	600	900	900	2800
50	Madhya Pradesh	Bhitoni(Jabalpur)	6	200	451	1539	1539	3729

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	Pradesh							
51	Madhya Pradesh	Rairu(Gwalior)	6	1500	2200	3782	3682	11164
52	Madhya Pradesh	Sagar	6	500	732	900	900	3032
53	Madhya Pradesh	Jayant(Singrauli)	6	0	0	600	600	1200
54	Maharashtra	Loni/Haweli(Pune)	6	900	1756	2648	2648	7952
55	Maharashtra	Vashi(Navi Mumbai)	12	3002	3202	3502	3502	13208
56	Maharashtra	Wadala/Sewree(Mumbai)	12	200	300	900	900	2300
57	Maharashtra	Panewadi(Manmad)	6	800	3947	2783	2883	10413
58	Maharashtra	Gaigaon(Akola)	6	1500	2206	2448	2448	8602
59	Maharashtra	Akolner(Ahmednagar)	6	100	100	700	700	1600
60	Maharashtra	Pakni(Solapur)	12	650	1350	1836	1836	5672
61	Maharashtra	Miraj	6	200	302	1142	1142	2786
62	Maharashtra	Borkhedi/Kapri(Nagpur)	6	100	200	200	200	700
63	Maharashtra	JNPT(Navi Mumbai)	6	0	0	1200	1200	2400
64	Maharashtra	Tadali(Chandrapur)	6	0	0	600	600	1200
65	Odisha	Paradeep	12	4167	4717	7475	7475	23834
66	Odisha	Jharsuguda	6	600	800	1200	1200	3800
67	Odisha	Jatni(Bhubaneshwar)	12	800	1000	1500	1500	4800
68	Odisha	Somnathpur/Balasore	12	1900	2800	2919	2919	10538
69	Punjab	Jalandhar	6	700	1118	2198	2198	6214
70	Punjab	Sangrur	6	0	100	125	125	350
71	Punjab	Bathinda	6	750	1690	3068	3068	8576
72	Rajasthan	Ajmer Durai	6	2631	2631	2631	2631	10524
73	Rajasthan	Salawas(Jodhpur)	6	200	479	2695	2695	6069
74	Rajasthan	Chittorgarh	6	2000	2600	3000	3000	10600
75	Rajasthan	Jobner / Bagru (Jaipur)	6	2980	3630	3630	3630	13870
76	Rajasthan	Mohanpura (Jaipur)	6	1800	2000	3000	3000	9800
77	Rajasthan	Bharatpur	6	700	1125	1808	1808	5441
78	Rajasthan	Kota	6	0	100	100	100	300
79	Tamil Nadu	Kappalur(Madurai)	12	1300	1424	2584	2584	7892
80	Tamil Nadu	Irugur(Coimbatore)	12	1950	4051	3735	3735	13471
81	Tamil Nadu	Sankari(Salem)	12	1480	1600	2500	2500	8080
82	Tamil Nadu	Chennai - Ennore	12	2186	2186	2286	2386	9044
83	Tamil Nadu	Tirunalveli	12	450	628	892	892	2862
84	Tamil Nadu	Karur	12	2300	3000	3000	3000	11300
85	Tamil Nadu	Dharmapuri	12	100	319	675	675	1769
86	Tamil Nadu	Asanur	12	1200	1800	2100	2100	7200
87	Tamil Nadu	Trichy Terminal	12	1200	1200	2100	2100	6600
88	Telangana	Ghatkeshwar/Cherlapalli/Sicunderabad(Hyderabad)	6	13193	17393	19142	19142	68870

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89	Telangana	Ramagundam	6	100	387	203	203	893
90	Telangana	Suryapeth(Warangal)	6	1654	1654	2382	2083	7773
91	Uttar Pradesh	Allahabad	6	1200	1200	1800	1800	6000
92	Uttar Pradesh	Panki(Kanpur)	6	3300	5289	6816	6816	22221
93	Uttar Pradesh	Mughalsarai	6	1400	2240	2592	2617	8849
94	Uttar Pradesh	Lucknow	6	1300	3839	3079	3079	11297
95	Uttar Pradesh	Baitalpur	6	900	1189	2015	2015	6119
96	Uttar Pradesh	Karari(Jhansi)	6	100	125	125	150	500
97	Uttar Pradesh	Gonda	6	100	125	125	150	500
98	Uttar Pradesh	Mathura	6	2800	4263	4762	4762	16587
99	Uttar Pradesh	Partapur(Meerut)	6	1300	3358	2588	2588	9834
100	Uttar Pradesh	Agra	6	1200	1800	1800	1800	6600
101	Uttar Pradesh	Bijnor(Nazibabad)	6	700	700	1300	1300	4000
102	Uttar Pradesh	Banthra(Shahjahanpur)	6	100	100	700	700	1600
103	Uttar Pradesh	Aonla(Bareilly)	6	200	555	1236	1236	3227
104	Uttarakhand	Roorkee Terminal	6	1400	2000	2114	2114	7628
105	Uttarakhand	Lalkuan(Haldwani)	6	100	100	700	700	1600
106	West Bengal	Mourigram (Howrah)	12	4100	4500	4557	4557	17714
107	West Bengal	Budge Budge (Kolkata)	12	100	100	100	100	400
108	West Bengal	Rajbandh(Durgapur)	6	2200	4214	3816	3816	14046
109	West Bengal	NJP/Siliguri/Rangapani	6	1500	1900	2200	2200	7800
110	West Bengal	Haldia	12	2845	3245	4200	4200	14490
111	West Bengal	Malda	6	100	100	100	100	400
<b>Total (KL)</b>				<b>144832</b>	<b>207447</b>	<b>252117</b>	<b>252643</b>	<b>857039</b>

**Mandatory requirement for consideration of Offer quantity for allocation:**

- Submission of type certificate (Annexure IIIA & Annexure IIIB - Meeting all parameters as per IS 15607:2022) is mandatory. In case of non-submission of the type certificate, offered quantity shall not be considered for allocation.

Bidders need to enter the following in the Bid form:

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- Name, Address, and contact details of Bidder's Plant / factory.
- Capacity of the Plant/Factory in Kilo Litre (KL) per day.
- Quarter-wise Quantity offered at OMC locations in Kilo Liters (KL).
- Minimum quantity of 100 KL must be offered per location in any quarter. Offers of less than 100 KL at any location in a quarter will not be considered for allocation.

Bidders need to give an undertaking (Mentioned in the Bid Form itself) to the effect that they have not offered quantity more than their plant capacity. The undertaking statement is mentioned at bottom of the Bid form, the vendor is required to select "Yes, I Agree" or "No, I don't agree" from the drop down for agreement and disagreement respectively. By default, "Yes, I Agree" is appearing in the bid form. On Choosing "No. I Don't Agree", the bid shall be summarily rejected.

Also, bidders need to submit an undertaking on appropriate value Stamp paper, duly notarized, in the specified format, attached as **Annexure –A** in this EOI document. Online Bids received without this undertaking (complete in all respects), will not be considered for further evaluation/ order award.

The Undertaking should be free from any cutting, overwriting & use of white fluid or erasing agents etc. Online Bids with an undertaking with cutting, overwriting, use of white fluid or erasing agents etc. will be rejected and not considered for further evaluation/ order award.

Kindly note the following as regards authorized signatory:

- i. If the signatory is representing a proprietorship firm, Proprietor is required to sign the undertaking. Proof of proprietorship to be attached with the undertaking.
- ii. If the signatory is representing a partnership firm, all partners to sign or one partner can sign the undertaking on behalf of others after submitting appropriate authorization from other partners. Proof of partnership firm and authorization to the partner, signing the undertaking, to be attached with the undertaking.
- iii. If the signatory is representing a Company/ LLP, the signatory should have the Power of Attorney supported by Board Resolution. PoA along with the Board resolution to be attached with the undertaking.
- iv. The signatory to attach a proof of identity with the undertaking - "Aadhar card / Passport/ PAN Card"
- v. The undertaking along with the proof of authorized signatory and proof of identity should also be sent in hard copy to the following address through registered/speed post or courier:

Senior Manager (Biofuels), Supplies department,  
Mkt Head Office, Indian Oil Corporation Limited  
Indian Oil Bhawan, G-9, Ali Yavar Jung Marg,  
Bandra (East), Mumbai -400051.

**2. The following base & transportation rates shall be applicable:**

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- a) Base price of Biodiesel for the procurement period October 2024- January 2025 shall be Rs. 91.20/ Ltr & for procurement period February 2025-September 2025 the base price shall be Rs. 100.12 per Litre (excl GST & Transportation), actual price on which the monthly PO shall be placed will be declared 3 days before the beginning of the procurement period and subsequently every month, which will be capped in the range of +/-10% of the base price published in the EOI.
- b) Additional Premium shall be on paid on base rate of Winter Garde Biodiesel. The premium amount shall be declared at the earliest on Management approval.
- c) Transportation Slab

<b>Distance Slabs (One way distance in KM)</b>	<b>Transportation Rate (Rs./KL)</b>
0-75KM	306 Rs/KL
>75 to 200KM	333 Rs/KL + 2.24 Rs/KL/KM <sup>@</sup>
>200 to 300KM	333 Rs/KL + 2.24 Rs/KL/KM
>300 to 400KM	444 Rs/KL + 2.24 Rs/KL/KM
>400 to 500KM	555 Rs/KL + 2.24 Rs/KL/KM
>500 to 600KM	666 Rs/KL + 2.24 Rs/KL/KM
>600 to 700KM	777 Rs/KL + 2.24 Rs/KL/KM
>700 to 800KM	888 Rs/KL + 2.24 Rs/KL/KM
>800 to 900KM	1110 Rs/KL + 2.24 Rs/KL/KM
>900 to 1000KM	1221 Rs/KL + 2.24 Rs/KL/KM
>1000 to 1100KM	1443 Rs/KL + 2.24 Rs/KL/KM
>1100 to 1200KM	1554 Rs/KL + 2.24 Rs/KL/KM
>1200 KM	1554 Rs/KL + 2.24 Rs/KL/KM
<i>@2.24 Rs/KL/KM shall be applicable on the actual one-way distance.</i>	

- d) These rates (applicable for EOI period Oct 24 – Jan 25) are based on average Diesel RSP in all Metros i.e. Delhi, Mumbai, Kolkata and Chennai city as on 23.09.24 and shall be considered as benchmark rate for subsequent quarter wise escalation / de-escalation.
- e) \*Distance slabs of the Plant of Bidders is the one-way distance in KM, between OMC in-gate and the Plant's out-gate taken as per google Maps. In a cluster if there are more than one OMC, the OMC in-gate lat-long that will be considered for determining the distance shall be as per the following priority: IOCL, BPCL, HPCL i.e. if in a cluster all 3 OMCs are there then IOC lat-long will be used for distance calculation.
- f) An incremental 10% transportation rate shall be payable on each slab for supply to OMC hardship / hilly locations i.e. all locations in the states of Jammu & Kashmir, Himachal Pradesh and Northeastern States (Arunachal Pradesh, Assam, Manipur, Meghalaya,

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Mizoram, Nagaland, Tripura and Sikkim).

- g) Escalation / De-escalation clause linked with HSD rate is applicable on above mentioned transportation rates. The transportation rates under above slabs shall be reviewed / revised by OMCs on quarterly basis (during the ESY) if there is a variation of minimum 2% in Diesel rates from last revision benchmark rate.

The formula for the same shall be as under:

Increase / Decrease =  $\frac{\text{Increase/Decrease in 1 Litre of HSD RSP (Rs/Ltr)}}{34 \text{ KL} \times 3.5 \text{ KM/Ltr}}$   
(in Rs. /KL / Km)

Benchmark rate will be calculated on a quarterly basis one month before the beginning of the applicable quarter as under:

Benchmark Rate = Average RSP of HSD for preceding 3 Months for Delhi, Mumbai, Kolkata and Chennai City i.e. For Period (Feb-Apr.25), the benchmark rate will be average RSP of HSD for Oct-Dec.24 and likewise for Period (May-Jul.25), the benchmark rate will be average RSP of HSD for Jan-Mar.25.

- h) Goods and Service Tax (GST) in %: GST @5% is applicable for HSN code 3826 for Biodiesel.  
i) Delivered cost will be total of Basic rate for Biodiesel, transportation rates and GST as applicable.

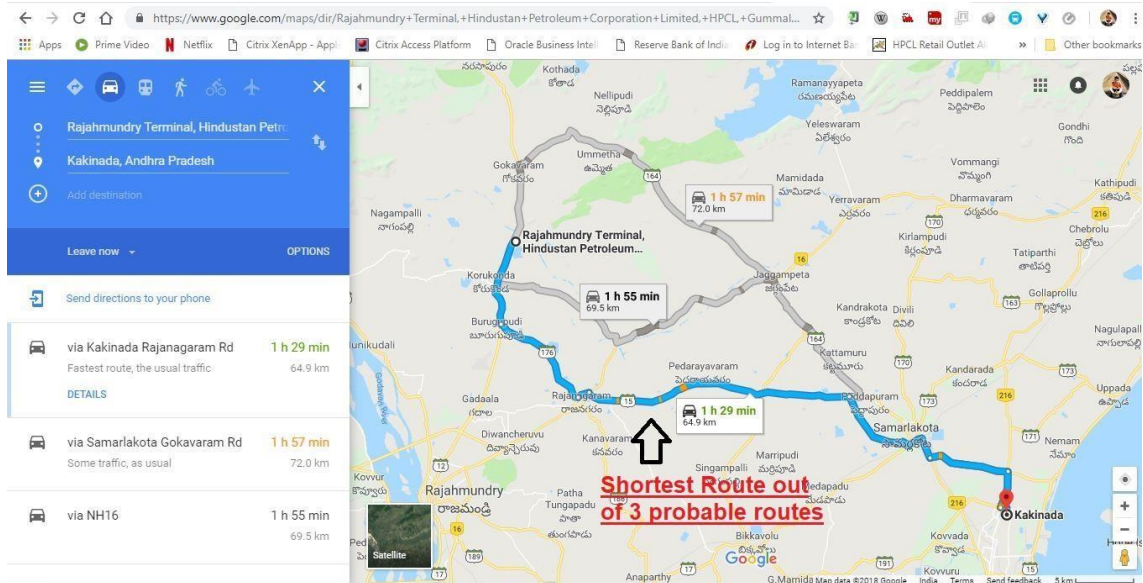
### **3. EVALUATION / ORDER AWARD CRITERIA:**

- a. Bidders have to offer quarter wise locations wise quantities for the procurement period (October 2024 - September 2025) from their supplying location.
- b. Based on the Lat-Long provided by the bidder of their respective supplying plants, OMC shall calculate the distance of the Bidder's Supply Plants to OMC location thru the google maps. The distance thus arrived shall be final and the transportation rates/slab shall be binding on the supplier. Illustration of Google maps distance is as below:



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The shortest distance out of the three/available routes at the time of evaluation will be taken for calculating the distance between Supplier's Plant and OMC location.

- c. All the bidders will be evaluated as per Bid Qualification Criteria and qualified bidders from this stage will be eligible for further evaluation.
- d. Distance of Existing successful bidders to OMC locations for whom distance will be verified through google maps (illustrated as above), same shall be taken for evaluation of Bids for this tender and shall remain sacrosanct for the same plant of the bidder-OMC location combination for the current EOI period.
- e. All other bidders who have provided the Lat-long of their supplying plant as per Google Maps. OMCs shall consider the Latitude & Longitude of the bidder stated in this EOI for calculation of distances during evaluation through google maps.
- f. This delivered Rates (rounded off to two decimals) shall be considered for allotment at various locations based on minimum overall financial cost up to Location's Requirement. In any case, Location's requirement will not be exceeded.
- g. The ranking of L1...Ln of the bidders will be done based on Delivered Rate for each location. Allocation will be done based on minimum overall financial costs to OMCs. If in case there are multiple bidders at any rank for any location, the allocation, if necessary for that ranking, shall be made based on the ratio of their offered quantity.
- h. Excess offers at any OMC locations shall remain unallocated. OMCs may publish further rounds of EOI (Cycles) for the balance requirement of OMCs for the procurement period.

#### 4. ORDER FULFILLMENT PROCESS:

After the 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

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placement will be dealt by individual oil companies IOCL / BPCL / HPCL.

OMCs on their sole discretion may shift up to 20% allocated quantity of the bidder to alternate supply location, at applicable delivered cost (Basic price + applicable transportation charges based on distance worked out for alternate location).

Any quantity beyond 20% may be shifted with mutual consent.

Additional quantity up to 10% of the originally allocated quantity to a supplier can be received on the mutual consent. The additional quantity can be sought at any OMC location as per OMC requirement, at applicable delivered cost (Basic price + applicable transportation charges based on distance worked out for the location of delivery).

**5. DELIVERY PERIOD:**

Please note that timely delivery by the Bidder as per the delivery schedule given by OMCs are the essence of the contract. LOIs will be issued by respective OMC i.e. BPCL / IOCL / HPCL. Bidders are required to submit the agreement, security deposit & type test certificate in the format IIIA and IIIB given in the EOI document, within 7 days from date of LOI.

Also, the bidders to offer their batch for joint sampling<sup>#</sup> within 7 days from date of LOI. As Joint Sampling and its results (Sample meeting specifications) is involved in placement of PO, the PO Quantity shall be prorated as per the date of clearance of the joint sample.

*#The vendors who have successfully supplied the product without any incident of TT sample failure since last Joint sample test report (Meeting specifications as per IS15607), will be exempted from Joint sampling for one year from the last test report issuance date. All other suppliers not meeting above criteria shall undergo the joint sampling and testing process before commencing the supplies under the next EOI for period Oct'24-Sep'25.*

If all LOI formalities like submission of Security Deposit, Agreement, Type Certificate and offer of batch for joint sampling (if applicable) are not completed within 21 days of issuance of LOI, the LOI shall stand cancelled, and the bidder may be de-barred from participating in upcoming EOIs. The bidder shall be informed by respective OMC regarding cancellation of the LOI.

The supply should commence within 3 days from the date of report (Meeting specifications) of Joint Samples (If applicable) or first date of the contract period whichever is later. The Location shall place prorated monthly indents / schedule for supplies of Bio Diesel (B-100) by the Suppliers considering the allocations and will be given to the Bidder along with the Purchase order.

OMC reserves the right to change monthly indent with 07 days advance notice.

The procurement/supply period may be extended with mutual consent up to one month beyond the published procurement period at the prices (Including transportation rates) applicable for the extended period. If, for any reason, procurement price for the extended period is not published, prices (Including transportation rates) of the last month of the previous procurement period shall be paid with mutual consent.

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## 6. PRICE REDUCTION CLAUSE:

As mentioned under "Delivery Period", the Location shall place monthly indents / schedule for supplies of Bio Diesel by the Suppliers for the contract period and will be given to the Bidder along with the Purchase order.

SD collection in form of BG or deduction from initial invoices shall be done @3% of published basic price. BG will be submitted for allocation of complete year & SD deduction from invoices will be for quarterly allocation.

Supply performance for PRC calculation:

- A. Minimum 90% of the prorated PO/Indent quantity (whichever is lower) every month. OR,
- B. Minimum 95% of the prorated PO/Indent quantity (whichever is lower) in the quarter in case monthly performance is not met.

Failing above, PRC will be calculated for short supply under two conditions and higher of two will be imposed.

PRC shall be calculated as 3% on published basic price (excluding transportation cost & taxes). Any increase/ decrease in prices including any incentives will not be considered for PRC calculation.

The supplier will be allowed to supply balance quantity of a month/quarter in the subsequent months/quarters. The above option will be provided only if there is Biodiesel requirement at OMC Location, else the supplier will be liable for PRC.

Balance quantity of a quarter supplied in subsequent months/ quarters will not attract PRC. Option for supply of balance quantity of a quarter in the subsequent quarters will only be given if the OMC locations requires the product and on sole discretion of the OMC.

If the supplies from a quarter are completed or the vendor opts for reconciliation after quarter is over, SD (In case of deduction from invoices only) will be refunded after deduction of PRC if any. Vendor will not be allowed to supply the balance quantity of such quarter in subsequent quarters and the PO will be closed.

There will be a 3% PRC on the basic value of the contract (excluding transportation and taxes) for the deficit quantity to achieve above performance criteria from the prorated monthly PO/Indent quantity (whichever is lower) (keeping the overall lapse due to TT capacity limited up to 24 KL). The Vendor shall strictly adhere to the supply schedule i.e., day wise indent (based on monthly pro-rata PO qty) provided by OMC location.

However, if there is any delay in placement of PO for reasons not attributable to the suppliers; the monthly prorated indent shall be calculated after adjusting the delay. Alternatively, the total PO quantity may be reduced proportionately on mutual consent.

## 7. Earnest Money Deposit (EMD):

EMD is exempted for this EOI, Bidder need not deposit any EMD. Bidders need to upload duly signed Bid Securing declaration in the format given in the EOI document **Annexure - B**.

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#### **8. SECURITY DEPOSIT:**

An amount equivalent to 3% of the basic cost of the PO quantity shall be deposited by the bidder within 7 days of placement of LOI. The above shall be in the form of BG/DD/ retention of SD amount from initial invoices.

Bank Guarantee amount will be @ 3% of the basic cost of total allocation of all the quarters under the supply period.

In case of retention of Security deposit from initial invoices the same will be deducted quarterly @3% of the basic cost of the allocation of the quarter.

In case nil supply is made by the supplier, then PRC shall be recovered by encashing the Security Deposit. In case where Nil supplies are made against a firm PO and the vendor has opted for retention of SD amount from initial invoices, the vendor will arrange to deposit the PRC amount with respective OMC. In case such amount is not deposited within three months of the completion of the supply period, action as deemed fit may be taken by the industry which may include de-registration of the vendor from empaneled list. The bidders are advised to take note of the same.

The vendors will have to submit BG with validity for entire supply period, with an additional claim period of six months.

The BG pertaining to the delivery period shall be returned on successful completion of supply for the delivery period i.e Oct 24- Sept 25, after reconciliation of accounts after adjusting the dues, if any.

Security deposit deducted from invoices will be returned on successful completion of supply for the quarter, after reconciliation of accounts after adjusting the dues, if any.

Quarterly reconciliation should be completed within 30 days of end of each quarter. Responsibility of quarterly reconciliation lies with vendor. However, OMCs will extend their support for reconciliation.

After finalization of Tender jointly by OMCs, individual OMC (IOC/BPC/HPC) controlling offices for the OMC locations will issue LOI/LOAs to the Bidder. Thereafter the Bidder will be required to submit Security Deposit and sign Supply Agreements separately with individual OMC controlling offices for the location as per quantity allocated to the bidder. Thus, the bidder will be required to submit state/region wise Security Deposit to each OMC.

Security deposit in the form of BG or DD /Letter for retention of SD amount from initial invoices should be submitted by all bidders within 7 days of placement of LOI/LOA.

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

BG to be made by issuing bank on stamp paper of appropriate value as per the law / rules prevailing in the political state of BG issuing bank.

PO will be issued after submission of the above documents.

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#### 9. BASIS OF ORDER:

Order will be placed on Delivered rate (including Transportation charges and applicable GST). During the contract period, Bidder will be paid GST as applicable from time to time. Transportation and GST charges as applicable will be paid extra.

Basic price of Biodiesel will be revised every Month as per changes in input/output costs which will be limited within range of +/- 10% of the published base price in the EOI. Publish base price and range of monthly base price is tabulated below:

Period	Published base price (Rs. /Kl)	Monthly Base price (Rs./Kl)	
		Min.	Max.
Oct'24-Jan'25	91,200	82,080	1,00,320
Feb'25-Sep'25	1,00,120	90,108	1,10,132

In case of variation in calculated monthly price more than +/- 10% of base price, OMC may review & revise the prices beyond the above published band.

Additional Premium shall be on paid on base rate of Winter Garde Biodiesel. The premium amount shall be declared at the earliest on Management approval.

#### 10. PAYMENT TERMS:

100% Payment shall be made within 21 days after receipt of material by OMC locations & submission of requisite documents.

#### 11. Transit insurance:

Transit insurance will be in the scope of the supplier. The rates offered to the bidders should be treated as inclusive of insurance charges and applicable taxes/duties etc.

#### 12. VALIDITY OF OFFER:

Validity of offer should be 120 Days from due date of tender opening.

Extension of Contract: The contract may be extended by maximum one month as per requirement of OMCs.

#### 13. CHANGE OF PLANT:

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

1. The alternate plant(s) can be located in the same state or any other state.
2. Supplier need to submit a letter to OMC on their official letter head stating the valid reason/s for non-supply of Biodiesel quantity from the particular unit.
3. Quantities (subject to OMC acceptance) from the alternate plant, will be allocated by OMCs to the needy locations.

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4. The revised transportation rate as applicable shall be payable.
5. Change of plant is allowed for:
  - Plants belonging to one company.
  - Plants belonging to the holding company or wholly owned subsidiary of the supplier company.
6. Certificate from practicing chartered accountant/ company secretary needs to be submitted to establish that new supplier is either a holding company or wholly owned subsidiary of the original supplier company.

#### **14. OTHER CONDITIONS:**

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.

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

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

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**SPECIFICATIONS FOR BIO DIESEL (B-100)  
INDUSTRY SPECIFICATIONS OF BIO DIESEL (B-100) BASED ON  
IS15607:2022(As revised from time to time)**

**A) SPECIFICATIONS FOR BIO DIESEL(B-100):**

1. Biodiesel is defined as a fuel composed of mono-alkyl esters of long chain fatty acids derived from variety of vegetable oils or animal fats or used cooking oil, designated as B-100, and conforming to quality standards prescribed in IS 15607:2022 as revised from time to time (latest revision). OMC's may be carrying out the full specification test of B-100 supplied and in case it is found that product is not meeting specifications, the supplier may be put on holiday listing for one year and the supplier's security deposit may be forfeited. Submission of type certificate, Joint sampling and full specification test will be as per INDUSTRY QUALITY MANUAL FOR BIO DIESEL AND BLENDS 2020, published on 10.08.2020, as amended from time to time.
2. The following 09 tests will be conducted as per IS 15607: 2022. A composite of up to 5 TTs received in a day from same Manufacturer and same batch shall be prepared by Lab for testing of the following parameters. The specification limits for these tests shall be as per IS 15607: 2022: (As revised from time to time)

The nine tests are as follows.

1. Appearance
  2. Density @ 15°C, Kg/m<sup>3</sup>
  3. Kinematic Viscosity at 40°C, cSt
  4. Flash Point (PMCC), °C
  5. Water Content, mg/kg
  6. Coper strip corrosion ,3 hrs. at 50 °C
  7. Acid value, mg KOH/g
  8. CFPP, °C
  9. Sulphur, mg/Kg
3. In case of first & second instance of TT sample failure at any location, the TT will be rejected. In case of third such event of failure at the same location, show cause notice shall be issued to supplier for explaining the reasons of failure & supply from the vendor shall be suspended for that location. Reply to show cause notice should be given within 10 days of issuance of show cause notice. If satisfactory reply is received from the supplier, fresh batch shall be prepared by the supplier and offer for joint sampling & full specification tests. The supply can be resumed to the location after Joint sample meets full specifications as per IS 15607. Expenses for testing shall be borne by the supplier.

**QUALITY OF Bio Diesel (B-100):**

The product Bio Diesel (B-100) being supplied to OMC locations shall conform to the specifications (for summer as well as winter) as per IS 15607:2022 as revised from time to time.

OMCs may be carrying out full specification test of Bio Diesel B-100 supplied and in case it is found that product is not meeting specifications, the supplier may be put on Holiday list for one year and the supplier's performance Bank guarantee may be forfeited

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Submission of Type Certificate as per the formats given in Annexures IIIA & IIIB of the INDUSTRY QUALITY MANUAL FOR BIO DIESEL AND BLENDS 2020 is a mandatory requirement to demonstrate the capability of Manufacturer to Procurement authority. The same shall be produced by the bidder to procurement authority before placement of PO. Both the annexures IIIA and IIIB are reproduced in subsequent pages of the EOI document.

After award of the contract for NUCO Bio Diesel (PO Placement) and before commencement of supply, 3 X 4 Liters samples from first batch nominated for supply (One set of sample for testing and one each for retention by manufacturer and Oil Company respectively), shall be jointly drawn in presence of Manufacturer's authorized representative and Industry Representative nominated by procurement authority. Sample will be drawn as per latest IS 1447.

If required, OMC may engage reputed third party/Surveyor also for this purpose. Industry representative shall forward the sample to the laboratory mentioned in the INDUSTRY QUALITY MANUAL FOR BIO DIESEL AND BLENDS 2020 for full specification test and testing charges shall be borne by manufacturer. Test report shall be compared with the type certificates submitted by the bidder before placement of PO. Joint sample test reports shall be shared with procurement authority. Upon receipt of type certificate & Joint Sample test report and carrying out due diligence, the procurement authority will advise the Manufacturer for commencement of supply. Samples from subsequent batches shall be drawn by the manufacturer and shall be tested for full specification test before supply to OMCs. A Manufacturer Batch certificate in the format Annexure IIIC (reproduced in the EOI document) shall be submitted with all the supplies made to the OMC location.

The manufacturer shall ensure that the Biodiesel (B100) meets latest IS 15607 specifications at the time of delivery of product to OMCs. Manufacturers shall compare Type Certificate (Annexures IIIA & IIIB) against the batch report/certificate (Annexure IIIC) and in case of any significant deviation observed between type certificate and batch report/certificate test values, same shall be informed in writing to receiving location as well as to procurement authority. The copy of type certificate shall also be submitted in case of significant deviation.

Bio Diesel Manufacturer shall mandatorily submit annexure IIIB of the Type Certificate which shall be issued by any one of the following laboratories. He shall also submit the declaration as per Annexure III A to the concerned laboratory from where the Annexure III B is intended to be issued, as well as enclose the same with the annexure III B while submitting to the procurement authority along with the bid.

- 1. Hindustan Petroleum Corporation Limited** Quality Control Laboratory, Vashi Terminal, Plot No. D-99, TTC Area of MIDC Turbhe, Navi Mumbai, Maharashtra-400705 Ph: 022-27610225 (Accreditations: 1) BIS Approved, 2) ISO/IEC 17025 accredited)
- 2. Indian Oil Corporation Limited** Research & Development Centre Sector-13, Old Faridabad, Faridabad, Haryana-121006 (Accreditation: ISO/IEC 17025 accredited)
- 3. Corporate Research & Development Centre Bharat Petroleum Corporation Limited** Plot 2A, Udyog Kendra, PO Surajpur, Greater Noida – 201 306 LL: +91-120-2354000
- 4. \*CSIR-Indian Institute of Petroleum** Haridwar Rd, IIP, Mohkampur, Dehradun, Uttarakhand - 248005

**Also, the manufacturer will submit with each tank truck "Tank Truck Inspection / Cleaning /Grade Change Over Certificate for Use of Biodiesel (B100)" as per Annexure VI of Industry Quality Manual for Bio Diesel and Blends published in Aug 2020.**



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### **Receipt of Biodiesel at OMC Locations**

1. B100 shall be received at Installations/Terminals /Depots from the approved manufacturers in tank trucks. All care shall be taken to prevent ingress of water into the compartments during transportation. Tank Trucks shall be made of Aluminum, Mild Steel or Stainless Steel. Vehicles with Epoxy Coating shall not be used for transportation of B100. The tank trucks having any other inner coating must be compatible with B100. Trucks which had carried B100/HSD/HSD-Biodiesel Blends in the previous trip shall only be used for carrying B100. In case of exigency, usage of truck on service with other products is allowed subject to cleaning, grade changeover measures and proper inspection by Manufacturer to ensure quality of B100 at delivery point.
2. Before loading B- 100, it must be ensured that there is no residual water even in traces in the truck compartment.
3. The consignment of B100 must carry manufacturer batch certificate conforming to latest IS 15607. The manufacturer shall provide the details such as the Batch number, certified Batch Quantity, Type of Raw Material used etc. in the manufacturer batch certificate. (Refer Annexure IIIC).
4. On arrival, TT shall be checked for intactness of seals, batch quality certificate, fitness certificate (Annexure VI) & quantity of the product.
5. Bottom samples from individual tank truck compartments shall be drawn after draining pipeline quantity and checked for appearance and density. Drained product may be put back to respective compartments immediately, because of highly hygroscopic nature of product. Clean Aluminum / Stainless Steel containers shall be used for sampling & storage of B100 samples.

If the appearance of the product from any of the compartment samples is found deviating from the requirement of 'bright & clear, free from visible impurities, suspended matter, haze' and / or the density variation of sample from any of the compartment tested is found beyond +/-2.0 kg/m<sup>3</sup> with respect to certified batch density by manufacturer, the TT shall be rejected.

6. If the above samples mentioned in above point no. 5, meet appearance test (bright & clear, free from visible impurities, suspended matter, haze) and the density variation of each sample tested is, within +/-2.0 Kg/M<sup>3</sup> with respect to certified batch density by manufacturer, proportionate composite of all bottom compartment samples of each truck (Two sets-1 X 1 litre each) shall be made by the location.

The entire operation mentioned above shall be done in the least possible time since Biodiesel has tendency to absorb atmospheric moisture upon longer exposure. The samples shall be jointly drawn, sealed, labelled & signed by the authorized representative of the transporter and the receiving officer of the OMC. Out of two sets of composite samples, one set of TT sample shall be sent

**Quantity Bidding for Procurement of Bio Diesel (B100: IS15607-2022) from Non-UCO Feedstocks, at OMC locations**

to nearest lab for testing for following parameters and other set shall be retained till 15 days.

7. A composite of up to 5 TTs received in a day from same Manufacturer and same batch shall be prepared by Lab for testing of the following parameters. The specification limits for these tests shall be as per latest IS 15607

- 1) Appearance
- 2) Density @ 15°C
- 3) Kinematic Viscosity at 40°C
- 4) Flash Point (PMCC) °C
- 5) Water Content, mg/kg (Karl Fischer Coulometric titration technique to be used as per ISO 12937)
- 6) Copper strip corrosion, 3 hrs. at 50 °C
- 7) Acid value, mg KOH/g (Manual titration method IS 1448: P-2/ASTM D 974 may be used wherever potentiometric titration is not available)
- 8) CFPP, °C
- 9) Sulphur, mg/Kg

8. The TT shall be decanted if the product meets above Nine parameters in the laboratory tests.

However, in case of failure of composite sample in any of the test parameter(s) mentioned above, individual TT shall be tested for the failed parameter(s) and report released accordingly. The TTs which are not meeting the specification in any of the above parameters shall be rejected. In case of first & second instance of TT sample failure at any location, the TT will be rejected. In case of third such event of failure at the same location, show cause notice shall be issued to supplier for explaining the reasons of failure & supply from the vendor shall be suspended for that location. Reply to show cause notice should be given within 10 days of issuance of show cause notice. If satisfactory reply is received from the supplier, fresh batch shall be prepared by the supplier and offer for joint sampling & full specification tests. The supply can be resumed to the location after Joint sample meets full specifications as per IS 15607. Expenses for testing shall be borne by the supplier.

OMCs reserve the right to test sample from any of the TT of any supplier for any one or more parameters as per latest IS 15607 and its amendments. If the sample fails to meet specifications in any one or more parameters, the TT shall be rejected.

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<b>Annexure - III A</b>	<b>Section Name: Type Certificate of non-UCO based Biodiesel (B100) - Part 1</b>	<b>Page 1 of 1</b>
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**Type Certificate non-UCO based  
Biodiesel (B100) -Part-1  
(Process details)**

**Reference**

**Date:**

Name of the Manufacturer:	
No. of Tanks:	
Tank wise capacity (KL)	
Total Tank capacity (KL):	
Issued to:	
Raw Material Details:	
a) Type of Non – UCO (Vegetable Oils, Animal Fats, etc..)	
b) Source (Imported/Indigenous)	
c) Raw material test certificate	
Process Details	
a) Technical Details	
b) Process Diagram/Flow Chart	
Approval/Test report Details from CSIR- IIP for Biodiesel from Used Cooking Oil (Not Applicable for Non UCO based Bio Diesel)	
Statutory Approval Details	

**Signature of the Manufacturer: Name:**

**Seal/ Stamp:**

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<b>Annexure - III B</b>	<b>Section Name: Type Certificate of non-UCO based Biodiesel (B100)-Part 2</b>	<b>2 pages</b>
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**Type Certificate non-UCO based  
Biodiesel (B100)- Part-2**

Test Report No:	Date:
Name of the Manufacturer:	Issued to:
Batch No:	Quantity (KL):

Sr. No.	Characteristics	Requirement IS 15607:2022	Method of Test Ref to		Test result/ Type Values
			Other Methods	[P:] of IS 1448	
i)	Appearance, visual	Clear and free from visual impurities at room temp	Visual		
ii)	Color, Visual	Report			
iii)	Density <sup>1</sup> at 15°C, Kg/m <sup>3</sup> .	860 – 900	ISO 3675 ISO 12185 ASTM D 4052	P: 16 / P: 32	
iv)	Kinematic Viscosity at 40°C, cSt	3.5 – 5.0	ISO 3104	P: 25	
v)	Flash Point (PMCC) <sup>2</sup> °C, min	101	ISO 2719	P: 21	
vi)	Sulphur <sup>3</sup> , mg/kg, max.	10.0	ASTM D 5453/ ISO 20846/ ISO 20884/ ISO 13032	P: 83	
vii)	Carbon Residue (MCR) <sup>2</sup> , % by mass, max.	0.05	ASTM D 4530 ISO 10370	Part 189	
viii)	Sulphated Ash, % by mass, max.	0.02	ISO 3987	-	
ix)	Water content <sup>5</sup> , mg/kg, max.	500	ISO 12937 ISO 3733 ISO 6296	P: 40	
x)	Total contamination, mg/kg, max.	24	EN 12662	-	
xi)	Copper corrosion, 3 hrs at 50°C, max	1	ISO 2160	P: 15	
xii)	Cetane No., min	51	ISO 5165	P: 9	
xiii)	Acid Value <sup>11</sup> , mg KOH/g, max	0.50	EN 14104/ ASTM D 974	P: 1/ Sec 1	
xiv)	Methanol <sup>2</sup> , % by mass, max	0.20	EN 14110	-	
xv)	Ester Content, % by mass, min	96.5	EN 14103	-	
xvi)	Monoglycerides <sup>6</sup> content, % by mass, max.	0.7	ASTM D 6584 / EN 14105		
xvii)	Diglycerides <sup>6</sup> content, % by mass, max.	0.2	ASTM D 6584 / EN 14105		

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xviii)	Triglycerides <sup>6</sup> content, % by mass, max.	0.2	ASTM D 6584 / EN 14105		
xix)	Free Glycerol <sup>7</sup> , % by mass, max	0.02	ASTM D 6584/ EN 14105/ EN 14106	-	
xx)	Total Glycerol <sup>6</sup> , % by mass, max	0.25	ASTM D 6584/ EN 14105	-	
xxi)	Phosphorous <sup>8</sup> , mg/kg, max	4.0	ASTM D 4951/ EN 14107	-	
xxii)	Sodium + Potassium <sup>9</sup> , mg/kg, max	5.0	EN 14108/ EN 14109/ EN 14538	-	
xxiii)	Calcium + Magnesium, mg/kg, max.	5.0	EN 14538	-	
xxiv)	Iodine value <sup>10</sup> , gm Iodine/100 gm, max.	120	EN 14111/ EN 16300	-	
xxv)	Oxidation stability, at 110°C hrs, min.	8	EN 14112/ EN 15751	-	
xxvi)	CFPP, °C, max. a) Winter (Nov. to Feb.) b) Summer (Other months)	+6.0 +18.0	EN 16329/ ASTM D 6371	P :110	
xxvii)	Linolenic acid methyl ester, % m/m, max.	12.0	EN 14103	-	
xxviii)	Polyunsaturated (≥4 double bonds) methyl ester, % m/m, max.	1.0	EN 15779	-	

**Notes: -**

- 1) In case of dispute ISO 12185 shall be the referee method.
- 2) In case flash point is more than 130°C then testing and reporting of methanol content may not be required.
- 3) Micro Carbon Residue (MCR) shall be run on 100 percent sample.
- 4) Winter period shall be November to February (both months inclusive) and rest of the months of the year shall be called as summer. CFPP limit in winter is relaxed to maximum 12 °C only for the non-severe winter cities in south, east and west parts of country as per agreement between supplier and purchaser.
- 5) In case of dispute ISO 20846 or ISO 20884 shall be the referee method.
- 6) Carbon residue shall be run on 100 percent sample.
- 7) In case of dispute ISO 12937 shall be the referee method.
- 8) In case of dispute EN 14105 shall be the referee method.
- 9) In case of dispute EN 14105 shall be the referee method.
- 10) In case of dispute EN 14107 shall be the referee method.
- 11) In case of dispute EN 14538 shall be the referee method.
- 12) In case of dispute EN 14111 shall be the referee method.
- 13) In case of dispute [P:1/Sec 1] shall be the referee method.
- 14) Free from grit, suspended matter & visible impurities.

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<b>Annexure - III C</b>	<b>Section Name: Manufacturer Batch Certificate of Non-UCO Based Biodiesel (B100) as per IS</b>	<b>2 Pages</b>
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**Manufacturer Batch Certificate of Non UCO Based Biodiesel (B100) as per  
IS 15607:2022**

Test Report No:	Date:
Name of the Manufacturer:	Issued to:
Raw Material Details (Vegetable Oils, Animal Fats, Used Cooking Oil) :	Batch No:
Source of Raw Material (Indigenous / Imported) :	Batch Quantity (KL):
Tank Number:	Type Certificate Reference:

Sr. No.	Characteristics	Requirement IS 15607: 2016	Method of Test Ref to		Type Values	Manufacturer Batch Test values
			Other Methods	[P:] of IS 1448		
i)	Appearance, visual	Clear and free from visual impurities at room temp	Visual			
ii)	Color, Visual	Report				
iii)	Density <sup>1</sup> at 15°C, Kg/m <sup>3</sup> .	860 –900	ISO 3675 ISO 12185/ ASTM D 4052	P: 16 / P: 32		
iv)	Kinematic Viscosity at 40°C, Cst	3.5 –5.0	ISO 3104	P: 25		
v)	Flash Point (PMCC) <sup>2</sup> °C, min	101	ISO 2719	P: 21		
vi)	Sulphur <sup>3</sup> , mg/kg, max.	10.0	ASTM D 5453/ ISO 20846/ ISO 20884/ ISO 13032	P: 83		
vii)	Carbon Residue (MCR) <sup>4</sup> , % by mass, max.	0.05	ASTM D 4530/ ISO 10370	Part 189		
viii)	Sulphated Ash, % by mass, max.	0.02	ISO 3987	-		
ix)	Water content <sup>5</sup> , mg/kg, max.	500	ISO 12937 ISO 3733 ISO 6296	P: 40		
x)	Total contamination, mg/kg, max.	24	EN 12662	-		
xi)	Copper corrosion, 3 hrs at 50°C, max	1	ISO 2160	P: 15		

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xii)	Cetane No., min	51	ISO 5165	P: 9		
xiii)	Acid Value <sup>11</sup> , mg KOH/g, max	0.50	EN 14104/ ASTM D 974	P: 1/Sec1		
xiv)	Methanol <sup>2</sup> , % by mass, max	0.20	EN 14110	-		
xv)	Ester Content, % by mass, min	96.5	EN 14103	-		
xvi)	Monoglycerides <sup>6</sup> content, % by mass, max.	0.7	ASTM D 6584 / EN			
xvii)	Diglycerides <sup>6</sup> content, % by mass, max.	0.2	ASTM D 6584 /			
xviii)	Triglycerides <sup>6</sup> content, % by mass, max.	0.2	ASTM D 6584 / EN			
xix)	Free Glycerol <sup>7</sup> , % by mass, max	0.02	ASTM D 6584/ EN 14105/EN	-		
xx)	Total Glycerol <sup>6</sup> , % by mass, max	0.25	ASTM D 6584/ EN	-		
x xi	Phosphorous <sup>8</sup> , mg/kg, max	4.0	ASTM D 4951/ EN	-		
xxii)	Sodium + Potassium <sup>9</sup> , mg/kg, max	5.0	EN 14108/EN	-		
xxiii)	Calcium + Magnesium, mg/kg, max.	5.0	EN 14538	-		
xxiv)	Iodine value <sup>10</sup> , gm Iodine/100 gm, max.	120	EN 1411	-		
xxv)	Oxidation stability, at 110°C hrs, min.	8	EN 1411	-		
xxvi)	CFPP, °C, max. a) Winter (Nov. to Feb.) b) Summer (Other months)	+6.0 +18.0	EN 16329/ ASTM D 6371	P:110		
xxvii)	Linolenic acid methyl ester, % m/m, max.	12.0	EN 14103			
xxviii)	Polyunsaturated (≥4 double bonds) methyl ester, % m/m,	1.0	EN 15779			

**Notes:**

- 1) In case of dispute ISO 12185 shall be the referee method.
- 2) In case flash point is more than 130°C then testing and reporting of methanol content may not be required.
- 3) In case of dispute ISO 20846 or ISO 20884 shall be the referee method.
- 4) Carbon residue shall be run on 100 percent sample.
- 5) In case of dispute ISO 12937 shall be the referee method.
- 6) In case of dispute EN 14105 shall be the referee method.
- 7) In case of dispute EN 14105 shall be the referee method.
- 8) In case of dispute EN 14107 shall be the referee method.
- 9) In case of dispute EN 14538 shall be the referee method.
- 10) In case of dispute EN 14111 shall be the referee method.
- 11) In case of dispute [P:1/Sec 1] shall be the referee method.
- 12) Free from grit, suspended matter & visible impurities.

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<b>Annexure - VI</b>	<b>Section Name: Tank Truck Inspection / Cleaning /Grade Change Over Certificate for Use of Biodiesel (B100)</b>	<b>1 Page</b>
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**Tank Truck Fitness Certificate**

This is to certify that tank truck no. ----- carrying capacity-----  
----- KL, is meeting all safety requirements and: -

- a) Inspected and found fit to transport BiodieselB100.
- b) It was previously on the service of product ----- and adequate measures were taken for grade changeover.

Date of inspection –

Name & Signature of the Manufacturer as inspecting Authority



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## Annexure – A

### FORMAT FOR DECLARATION FOR MANUFACTURING OF BIO DIESEL USING INDIGENOUS FEED STOCK ONLY

(TO BE SUBMITTED ON APPROPRIATE VALUE NON-JUDICIAL STAMP PAPER DULY  
NOTARIZED)

I/We, Mr./Ms. \_\_\_\_\_, the authorized signatory of  
M/s \_\_\_\_\_, participating in the EOIs for  
Quantity Bidding for Procurement of Bio Diesel (B100: IS 15607-2022) from Non- UCO  
feedstocks at OMC locations do hereby declare:

1. I/ We confirm that I/ We are indigenous manufacturer of Bio Diesel and meeting all the qualification criteria for production/ manufacturing of Biodiesel indigenously as required under the EOI. I/ we confirm that the quantities of Biodiesel being offered by us have been/will be produced from indigenous feedstock only.
2. I/ We confirm that I / We shall at all times follow and abide by all central and state rule regulations and shall be solely liable for any violation or non-compliance of any of the above requirements.
3. I/ We confirm that I/ We shall indemnify and hold harmless, Oil Marketing Companies (IOC/HPC/BPC), their officers, directors, employees etc. against of and from any and all claim, damages, penalty, liability, losses, demands, action, suits etc. arising out of non-compliance of any of the above requirement.
4. I/ We confirm that I / We do hereby agree that in case of the non-compliance of any of the above requirements, Oil Marketing Companies shall be free take any action including but not limited to the termination of contract and such decision of Oil Marketing Companies shall be final and binding on us.

Signature and seal of Authorized Signatory of bidder

Name/Address of Authorized Signatory: \_\_\_\_\_

Note: Please attach proof of being authorized signatory along with identity proof of the signatory.

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## **Annexure – B**

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD**

**(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER DULY SIGNED)**

I/We, the authorized signatory of M/s \_\_\_\_\_,  
participating in the subject tender No. **OMC/EOI/NUCO/BD/OCT24 (CYCLE1)**  
Tender ID -2024\_MKTHO\_181149\_1 for the job of “Supply of Bio Diesel (B-100:  
IS 15607-2022) at OMC locations detailed in the EOI document”, do here by  
declare:

- i. We understand that according to conditions of this tender document, the bid must be supported by a bid securing declaration In lieu of Bid Security
- ii. We Unconditionally accept the conditions of this bid securing declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender of IOCL for 6 months from the date of opening of technical bid of this tender if we breach our obligation(s) under the tender conditions if we:
- iii. Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- iv. Being notified within the bid validity of the acceptance of our bid by Indian Oil Corporation Limited:
  - a) Refused to or failed to produce the original documents for scrutiny or the required performance security within the stipulated time under the conditions of the Tender document.
  - b) Fail or refuse to sign the contract.

Signature and seal of Authorized Signatory of bidder

Name of Authorized Signatory: \_\_\_\_\_

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**BANK GUARANTEE (SECURITY DEPOSIT)**

(On Non-judicial paper for appropriate value as per law/rules prevailing in political state of  
issuing bank)

To,  
Name of the Oil Company  
-----  
-----

Dear Sir,

In consideration of the (Name of the Oil company) (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s. (Name). (Constitution).. (address) .(hereinafter referred to as The vendor which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms interalia, of the Company's Purchase order No.. dated .and the General and Special Purchase Conditions of the Company and upon the condition of vendors furnishing security for the performance of the vendors obligations and/or discharge of the vendors liability under and / or in connection with the said supply contract up to a sum of Rs. (in figures)..Rs(in words)only.

We, (Name)(constitution) (hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in (Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company's losses and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upto an aggregate limit of Rs(in figures)Rs(in words).only. AND the Bank hereby agrees with the Company that

i. This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto and until midnight of ..... This date shall be 6 months from the last date of guarantee period.

ii. This Guarantee/Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendors obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.

iii. The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the endorse 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

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indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

iv. This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.

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

Yours faithfully,  
(Signature)

NAME & DESIGNATION  
NAME OF THE BANK

Note: Name, Designation & employee code of signing officer should be provided below the signature.

BG confirmation shall be given through SFMS mode also, Bank details for sending BG confirmation through SFMS mode is given below.

Bank Detail

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

AGREEMENT

(OMC Joint EOI No. OMC/EOI/NUCO/BD/OCT'24 (CYCLE1) dated xth October for Biodiesel Procurement – October 24 – September 25

Articles of agreement made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ between ----- (Name of the OMC), a Company incorporated Under the Indian Companies Act 1956, being an undertaking of the Govt. of India and having its Registered Office ----- (address) and a place of business at \_\_\_\_\_ (State Office Address where BG is being submitted) hereinafter referred to as "Purchaser" or "----- (Name of the OMC)" of the One part and M/s. \_\_\_\_\_ Sole proprietorship/ Partnership Firm / Private / Public Ltd. Co registered under the Indian Partnership Act of 1932 / Companies Act , 1956 and having its office at \_\_\_\_\_ hereinafter called "Supplier" which expression shall be deemed to include the supplier's successors (approved by the Corporation) representative, heirs, executors and administrators on the other part.

Hereinafter the Supplier and Purchaser shall be collectively referred to as "Parties" and individually as "Party".

WHEREAS the Purchaser is desirous of obtaining certain Materials, i.e. Indigenous Biodiesel as per IS 15607:2022 (hereinafter referred to as "Product" or "Biodiesel") and / or issue Supply Orders for the same.

It may be noted that Biodiesel is defined as a fuel composed of mono-alkyl esters of long chain fatty acids derived from variety of vegetable oils or animal fats, designated as B-100, and conforming to quality standards as prescribed in IS 15607:2022 or as revised from time to time.

AND WHEREAS the Supplier has agreed with the Purchaser for the supply of Biodiesel as per IS 15607:2022 upon certain terms and conditions hereinafter provided

AND WHEREAS the Parties are desirous of reducing to writing the terms and conditions of the contracts on which the Supplier has agreed with the Purchaser for the supply of Biodiesel.

"Supplier" & "Purchaser" understand that Biodiesel to be supplied by Supplier and procured by Purchaser under this Agreement is used for blending with Diesel under "Biodiesel Blended Diesel" program of Ministry of Petroleum & Natural Gas (MOP&NG) and both "Supplier" & "Purchaser" are committed to implement the program as per MOP&NG policies for the same from time to time.

NOW IT IS HEREBY AGREED by and between the Parties hereto as under:

**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:

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- 1.1. PURCHASER: Purchaser means ----- (Name of the OMC)(a Company incorporated Under the Indian Companies Act 1956, being an undertaking of the Govt. of India and having its Registered Office at -----) and shall include its successors and assigns (hereafter called----- as a short form).
- 1.2. VENDOR/SUPPLIER: Vendor/Supplier means the person, firm or the Company / Corporation to whom this purchase order (PO) is/ will be issued and shall include its successors and assigns.
- 1.3. INSPECTOR: Person/Agency deputed by ----OMC for carrying out inspection, checking/testing of items ordered and for certifying the items conforming to the PO specifications.
- 1.4. SUPPLY PLANT: means Supplier's plant from where Biodiesel would be supplied to Name of the - -----OMC location.
- 1.5. DELIVERY LOCATION: means any Site where -----(Name of the OMC) desires to receive Bio-diesel (anywhere in India) as mentioned in PO.
- 1.6. RATE CONTRACT means the agreement for supply of the desired Product between Purchaser and Supplier, for the months (i.e. till validity of Rate Contract) on TENDER terms and conditions. The actual supply of the desired Product shall take place only on issue of purchase order for required quantity.
- 1.7. **DELIVERED RATE:** Delivered rate is the rate as mentioned in the purchase order inclusive of basic cost, freight and all duties/levies/taxes/charges & including GST. In case, there is a change in GST, the revised rates will be applicable and excess amounts paid if any, shall be recovered from the pending bills of the Supplier.
- 1.8. **REVISION IN BIS SPECIFICATIONS:** In case of any revision in the BIS specs for bio diesel (latest IS 15607:2022 and its amendments), the Supplier will be required to supply the product with revised specifications.

## **2. REFERENCE FOR DOCUMENTATION:**

- i. The TENDER reference must appear on all correspondences before finalization of Rate Contract / Purchase Order.
- ii. After finalization of Contract/Purchase Order: The number and date of Contract/Purchase Order must appear on all correspondences, invoices, dispatch advice, (including shipping documents, if applicable) and on any documents or papers connected with the PO.
- iii. PRICE: The Delivered Rate for the location as finalized will be inclusive of Basic Rate, Freight & GST (currently @ 5%). In case of any change in GST, the same will be paid at actuals. The Freight will be revised as per terms and conditions of the EOI. Basic Rate shall be changed for each month of the supply period within +/- 10% of the published base rate in this EOI. In case of variation in calculated monthly price is more than +/- 10% of the published base price, OMC may review & revise the prices beyond the above published band.
- iv. Applications for necessary NOCs / Permits / import /export permits etc, (if required), in respect of actual procurement will be made available by the ----- (OMC. It will be the responsibility of the Supplier to arrange for all the approvals / clearances / permits for supply of Biodiesel to the ---- (OMC) locations as per the tender clause of Delivery period.

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### **3. VALIDITY**

This agreement for Biodiesel Supply shall be valid from ----- and till the validity of the extended period whichever is later in line with the provisions of the tender, unless terminated earlier. The claim period by Purchaser will, however, be valid for another six months.

### **4. TAXES AND DUTIES:**

#### **GST:**

Supplier shall have GST registration in the concerned State and Supplier shall quote their number on the Invoice as applicable. Supplier shall also submit the tax invoice to (OMC) and Tax Credits wherever applicable shall be passed on to (OMC) by the supplier.

#### **5. IMPORT FEE/ ENTRY TAX/ LBT:**

The State Import fee/ Entry Tax and/ or LBT etc. consideration amounts wherever applicable, have been included in the Basic Biodiesel Rate. The actual Import fees/ Entry Tax/ LBT etc., if paid by the Purchaser, will be deducted from the payments due to the Vendor.

#### **6. PAYMENT TERMS:**

100% payment shall be made within 21 days from date of receipt and acceptance of Biodiesel at the Delivery Location and on submission of Original Tax Invoice etc., as applicable.

#### **7. SUPPLY PERIOD:**

The supply period for Bio-diesel supply will be as follows (first day of first month of the supply period to last day of the last month of the supply period plus any extension provided)  
Supply period – 01.10.2024-30.09.2025

#### **8. SECURITY DEPOSIT:**

An amount equivalent 3% of the basic cost of the LOI quantity shall be deposited by the bidder within 7 days of placement of LOI. The above shall be in the form of BG/DD/ deducted from the initial bills of the supplier. The vendors will have to submit one BG for entire supply period.

Bank Guarantee amount will be @ 3% of the basic cost of total allocation of all the quarters under the supply period.

In case of retention of Security deposit from initial invoices the same will be deducted quarterly @3% of the basic cost of the allocation of the quarter.

In case nil supply is made by the supplier, then PRC shall be recovered by encashing the Security Deposit. In case where Nil supplies are made against a firm PO and the vendor has opted for retention of SD amount from initial invoices, the vendor will arrange to deposit the PRC amount with respective OMC. In case such amount is not deposited within three months of the completion of the supply period, action as deemed fit may be taken by the industry

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which may include de-registration of the vendor from empaneled list. The bidders are advised to take note of the same.

The vendors will have to submit BG with validity for entire supply period, with an additional claim period of six months.

The BG pertaining to the delivery period shall be returned on successful completion of supply for the delivery period i.e Oct 24- Sept 25, after reconciliation of accounts after adjusting the dues, if any.

Security deposit deducted from invoices will be returned on successful completion of supply for the quarter, after reconciliation of accounts after adjusting the dues, if any.

Quarterly reconciliation should be completed within 30 days of end of each quarter. Responsibility of quarterly reconciliation lies with vendor. However, OMCs will extend their support for reconciliation.

After finalization of Tender jointly by OMCs, individual OMC (IOC/BPC/HPC) controlling offices for the OMC locations will issue LOI/LOAs to the Bidder. Thereafter the Bidder will be required to submit Security Deposit and Supply Agreement separately to individual OMC controlling offices for the location as per quantity allocated to the bidder. Thus, the bidder will be required to submit state wise Security Deposit to each OMC.

Security deposit in the form of BG or DD should be submitted by all bidders within 7 days of placement of LOI/LOA.

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

PO will be issued after submission of the above documents.

#### **9. PRICE REDUCTION CLAUSE:**

As mentioned under "Delivery Period", the Location shall place monthly indents / schedule for supplies of Bio Diesel by the Suppliers for the contract period and will be given to the Bidder along with the Purchase order.

SD collection in form of BG or deduction from initial invoices shall be done @3% of published basic price. BG will be submitted for allocation of complete year & SD deduction from invoices will be for quarterly allocation.

Supply performance for PRC calculation:

- A. Minimum 90% of the prorated PO/Indent quantity (whichever is lower) every month.  
OR,



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- B. Minimum 95% of the prorated PO/Indent quantity (whichever is lower) in the quarter in case monthly performance is not met.

Failing above, PRC will be calculated for short supply under two conditions and higher of two will be imposed.

PRC shall be calculated as 3% on published basic price (excluding transportation cost & taxes). Any increase/ decrease in prices including any incentives will not be considered for PRC calculation.

The supplier will be allowed to supply balance quantity of a month/quarter in the subsequent months/quarters. The above option will be provided only if there is Biodiesel requirement at OMC Location, else the supplier will be liable for PRC.

Balance quantity of a quarter supplied in subsequent months/ quarters will not attract PRC. Option for supply of balance quantity of a quarter in the subsequent quarters will only be given if the OMC locations requires the product and on sole discretion of the OMC.

If the supplies from a quarter are completed or the vendor opts for reconciliation after quarter is over, SD (In case of deduction from invoices only) will be refunded after deduction of PRC if any. Vendor will not be allowed to supply the balance quantity of such quarter in subsequent quarters and the PO will be closed.

There will be a 3% PRC on the basic value of the contract (excluding transportation and taxes) for the deficit quantity to achieve above performance criteria from the prorated monthly PO/Indent quantity (whichever is lower) (keeping the overall lapse due to TT capacity limited up to 24 KL). The Vendor shall strictly adhere to the supply schedule i.e., day wise indent (based on monthly pro-rata PO qty) provided by OMC location.

However, if there is any delay in placement of PO for reasons not attributable to the suppliers; the monthly prorated indent shall be calculated after adjusting the delay. Alternatively, the total PO quantity may be reduced proportionately on mutual consent.

#### **10. TRANSIT INSURANCE:**

The transit insurance for Biodiesel being delivered to the Purchaser will be in the scope of the Supplier.

#### **11. DELIVERED SUPPLY**

The Supplier will effect delivered supply thru sealed calibrated tank-trucks (calibrated by statutory agencies and also complying to all statutory regulations) to Purchaser's (i.e., Oil Company's) Delivery Location(s) as per Purchaser's delivery schedule and ensure desired quantity and quality at the time of delivery. The Supplier will ensure that no malpractice with respect to Biodiesel being carried, takes place enroute.

The custody of Biodiesel will transfer from Supplier to Purchaser at Purchaser's Delivery Location (subject to quantity & quality checks). The rules and procedures of Statutory Agencies as well as OMC Delivery locations will be binding for Tank-Trucks and Tank-Truck Crew sent by theSupplier.

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

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

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

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

**12. DELIVERY PERIOD (Commencement of Supplies)**

Bidders are required to submit the type certificate approval, agreement, and security deposit within 7 days from date of LOI. Also, the supplier will be required to offer the production batch for joint sampling (if not exempted) within 7 days from the date of LOI/LOA. The supply should commence within 3 days from the date of release of test report of joint sample (Meeting specifications).

The Location shall place indents for supplies of Bio Diesel (B-100) by the Suppliers for entire procurement period considering the allocations and will be given to the Bidder along with the Purchase order.

The supplier shall strictly adhere to the supply schedule and achieve supply performance of a minimum of 90% of the monthly PO/Indent quantity or 95% of the quarterly quantity, as mentioned in sl. No (9) above.

PRC will be applicable for the quantity that will not be supplied by the bidder to reach 90% of Monthly PO/Indent quantity or 95% of the quarterly quantity, as mentioned in sl. No (9) above in the supply period.

In case of any exigency arising out of any situation at any OMC location, 20% of LOI/PO quantities may be shifted from one location to another at the applicable delivered cost (basic price+ applicable transportation charges based on distance worked out on the basis of "Latitude and Longitude" of the location as indicated by the bidder in technical bid and applicable GST), This shall be exercised at the sole discretion of the -----(Name of the OMC). Any quantity beyond 20% may be shifted with mutual consent.

**13. FORCE MAJEURE CLAUSE:**

- I. 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 Supplier reasonable control and were not reasonably foreseeable and the effects of which the Supplier 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:

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- (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;
- (vii) Order or direction of Courts or Statutory authorities

**Notice and Reporting:**

- a. The Supplier shall as soon as reasonably practicable after the date of commencement of the event of Force Majeure, but in any event no later than seven (7) days after such commencement date, notify OMC in writing of such event of Force Majeure and provide the following information:
  - i. reasonably full particulars of the event or circumstance of Force Majeure and the extent to which any obligation will be prevented or delayed;
  - ii. such date of commencement and an estimate of the period of time required to enable the Supplier to resume full performance of its obligations; and
  - iii. all relevant information relating to the Force Majeure and full details of the measures the vendor is taking to overcome or circumvent such Force Majeure.

The Supplier 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 Purchaser may reasonably request in connection with such event. Access to any facilities or sites shall be at the risk and cost of the Purchaser requesting such information and access.

**Mitigation Responsibility:**

- (i) The Supplier shall use all reasonable endeavors, 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 Supplier claiming Force Majeure if it fails to use such reasonable endeavors during or following any such event of Force Majeure.
- (ii) The Supplier shall have the burden of proving that the circumstances constitute valid grounds of Force Majeure under this Clause and that it has exercised reasonable diligence efforts to remedy the cause of any alleged Force Majeure. The Supplier shall notify the Purchaser when the Force Majeure has terminated or abated to an extent which permits resumption of performance to occur and shall resume performance as expeditiously as possible after such termination or abatement.

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

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- (i) the obligations of the Supplier under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be suspended and the Supplier 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 Supplier under this Agreement to the extent performance thereof is prevented or impeded by the event of Force Majeure shall be extended for the duration of the relevant period of Force Majeure except as provided herein.

**Force Majeure Events Exceeding 10 Days**

If an event or series of events (alone or in combination) of Force Majeure occur, and continue for a period in excess of 10 consecutive days, then Purchaser shall have the right to terminate this agreement, whereupon the Parties shall meet to mitigate the impediments caused by the Force Majeure event.

**14. CHANGE OF PLANT:**

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

1. The alternate plant(s) can be located in the same state or any other state.
2. Supplier need to submit a letter to OMC on their official letter head stating the valid reason/s for non-supply of Biodiesel quantity from the particular unit.
3. Quantities (subject to OMC acceptance) from the alternate plant, will be allocated by OMCs to the needy locations.
4. The revised transportation rate as applicable shall be payable.
5. Change of plant is allowed for:
  - Plants belonging to one company.
  - Plants belonging to the holding company or wholly owned subsidiary of the supplier company.
6. Certificate from practicing chartered accountant/ company secretary needs to be submitted to establish that new supplier is either a holding company or wholly owned subsidiary of the original supplier company.

**15. LIABILITY CLAUSE:**

In case where it is necessary for employees or representatives of the Supplier to go upon the premises of Supplier, Vendor agrees to assume full responsibility for the proper conduct of such employees/representatives while on said premises of the Purchaser and to comply with all applicable Workmen's Compensation Law and other applicable Government Regulations and Ordinances and all plant rules and regulations particularly in regard to safety precautions and fire hazards. Supplier 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 PO, whether arising at Purchasers premises or elsewhere and agrees to indemnify the Purchaser against any such claims, if made against the Purchaser and all costs of proceedings, suit or actions which Purchaser may incur or sustain in respect of the same.

**16. COMPLIANCE OF REGULATIONS:**

Supplier warrants that the Product covered by this Contract have been produced, sold, dispatched,

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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 Supplier shall ensure compliance with the above and shall indemnify Purchaser against any actions, damages, costs and expenses of any failure to comply as aforesaid.

**17. ARBITRATION CLAUSE:**

- (i) Any dispute or difference arising under or in connection with this contract shall be referred to a Sole Arbitrator as per the provisions of the Indian Arbitration and Conciliation Act 1996 as amended vide Arbitration & Conciliation (Amendment) Ordinance 2015 dated 23.10.2015
- (ii) 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.
- (iii) The language of the proceedings will be in English, and the place of proceedings will be at the State Capital of the Purchaser's location where Biodiesel under current Agreement was being received
- (iv) The parties hereby agree that the Courts in the city of 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.

**18. REJECTION, REMOVAL OF REJECTED GOODS AND REPLACEMENT:**

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

**19. NON-WAIVER:**

Failure of the Purchaser 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 Supplier in the event of breach, or the acceptance of or payment of any goods hereunder or approval of design shall not release the Supplier and shall not be deemed a waiver of any right of the Purchaser to insist upon the strict performance thereof or of any of its or their rights or remedies as to Biodiesel procurement regardless of when Biodiesel was dispatched, received or accepted nor shall any purported oral modification or revision of the PO by -----(Name of the OMC) act as waiver of the terms hereof. Any waiver to be effective must be in writing. Any lone incident of waiver of the any condition of this agreement by (Name of the OMC) shall not be considered as a continuous waiver or waiver for other condition by (Name of the OMC).

**20. CANCELLATION:**

----- (Name of the OMC) reserves the right to cancel the contract/purchase order or any part thereof through a written notice to the Supplier, if...

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- (i) Supplier fails to comply with the terms of this purchase order/contract.
- (ii) Supplier refuses to supply to alternate location offered by Purchaser
- (iii) Supplier becomes bankrupt or goes into liquidation.
- (iv) Supplier fails to deliver the Product on time and/or replace the rejected goods promptly.
- (v) Supplier makes a general assignment for the benefit of creditors.
- (vi) A receiver is appointed for any of the property owned by Supplier.
- (vii) Upon receipt of the said cancellation notice, Supplier shall discontinue all work on the PO matters connected with it. Purchaser in that event will be entitled to procure the requirement in the open market and recover excess payment over the Supplier agreed price if any, from Supplier and also reserving to itself the right to forfeit the security deposit if any, made by the Supplier against the contract. Supplier is aware that the Biodiesel is required by Purchaser for the ultimate purpose of materials production and that non-delivery may cause loss of production and consequently loss of profit to the Purchaser. In this event of Purchaser exercising the option to claim damages for non delivery other than by way of difference between the market price and the contract price, the Supplier shall pay to Purchaser, fair compensation to be agreed upon between Purchaser and Supplier. The provision of this clause shall not prejudice the right of Purchaser from invoking the provisions of Price Reduction Clause.

**21. EXECUTION OF CONTRACT**

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

Timely supplies are the essence of the contract. Applications for necessary NOCs/Permits/Import/Export permits etc will be made available by the (OMC). It will be the responsibility of the Supplier to arrange for all the approvals /clearances /permits for supply of Biodiesel to the (OMC) locations.

**22. ILLEGAL GRATIFICATIONS:**

Any bribe, commission, gift or advantage given, promised or offered by the Supplier or by anybody on his behalf, to the Purchaser or any person on his behalf either friend or relative, in relation to obtaining or execution of this particular or any other contract/(s) with Purchaser for showing favour or disfavour to any person in relation to this particular or any other contract/s as aforesaid shall subject the Supplier to the cancellation of the particular and / or any other all contracts entered into with them by the Purchaser and also to payment of any loss or damage resulting from any such cancellation to the like extent provided in the Agreement.

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

**22 LAW GOVERNING THE CONTRACT:**

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

**23. JURISDICTION:**

The Courts in the city of \_\_\_\_\_ shall have the jurisdiction to entertain any application or other proceedings in respect of any disputes arising under this Agreement and any appeal against the award made by sole arbitrator shall be filed in the concerned courts

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in the aforesaid city.

**24. AGREEMENT:**

This agreement is subject to the terms and conditions of the tender (Instructions to Bidders) in so far as the same is not inconsistent with or repugnant to the above clauses.

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

<b>Purchase Order / LOI/LOA No and Date</b>	<b>State</b>	<b>Location</b>	<b>Month &amp; Year</b>	<b>Qty. in KL</b>	<b>Delivered Rate Rs./KL</b>	<b>Total amount in Rs.</b>

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

SIGNATURE OF (SUPPLIER)

SIGNATURE OF PURCHASER (OIL COMPANY)

WITNESS 1.  
2.

WITNESS 1.  
2.

Signature \_\_\_\_\_

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

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

Place:  
Date: