



EOI no. – OMC/EOI/NUCO/BD/JUL22 dated 23 July 2022

Quantity Bidding for Procurement of Bio Diesel (B100: IS 15607-2022) at OMC locations

Dear Sir/Madam,

**SUBJECT: PROCUREMENT OF AROUND 25.64 CRORE LITRES OF BIO DIESEL (B-100). (EOI No. OMC/EOI/NUCO/BD/JUL22 dated 23 July 2022 closing on 01 August 2022 at 11:00 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. Bidders to quote Biodiesel quantities to be supplied by them against the requirement of OMCs, location-wise / month- wise in the bid. The period would be as under:

Month –

August 2022 - September 2022 – 256415 Kilo Litres (KL)

OMC wise Quantity in KL is as below.

Month	IOC	BPC	HPC	OMC Total
August – Sept 2022	125326	47568	83521	256415

**Location Wise Requirement for Aug 22 - Sept 2022**

Sr. no.	Region	State	Location	OMC Requirement Aug-22 - Sept 22
1	SR	AP	ONGOLE	1303
2	SR	AP	Chittoor	4585
3	SR	AP	Kadapa	4211
4	SR	AP	Rajahmundry	4468
5	SR	AP	Vijayawada/KONDAPALLY	11290
6	SR	AP	Vizag	4415
7	SR	AP	Guntakal	100
8	ER	Bihar	Barauni	1088
9	ER	Bihar	Muzafarpur	2438
10	NR	Delhi	Bijwasan/Tikrikalan/ Delhi	8532
11	WR	Gujarat	Ahmedabad/ Navegam	7573
12	WR	Gujarat	HAZIRA	7747



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13	WR	Gujarat	Vadodara/Dumad/ Nandesary/ Koyali	12120
14	WR	Gujarat	Sidhpur	1573
15	SR	Karnataka	Gulbarga	4043
16	SR	Karnataka	Bangalore/Devanagonthi	22346
17	SR	Karnataka	Bijapur	3708
18	SR	Karnataka	Hubli	4516
19	WR	Maharashtra	Manmad/ Panewadi	10038
20	WR	Maharashtra	Vashi	7855
21	WR	Maharashtra	Pakni	2123
22	ER	Odisha	Balasore	985
23	ER	Odisha	Bhubaneswar	5071
24	ER	Odisha	Paradeep	6914
25	NR	Punjab	Bhatinda	4053
26	NR	Rajasthan	Jaipur /Jobner	11217
27	SR	Tamilnadu	Chennai/ Korukkupet	7054
28	SR	Tamilnadu	IRUGUR/Coimbatore	3938
29	SR	Telangana	Hyderabad/Cherlapalli/Ghatkesar	29724
30	SR	Telangana	Suryapet	4179
31	SR	Telangana	Ramagundam	4493
32	NR	UP	Kanpur/Panki	5478
33	NR	UP	KARARI	2043
34	NR	UP	MATHURA	6264
35	NR	UP	AONLA	1425
36	NR	UP	Meerut	3633
37	ER	WB	Haldia	9397
38	ER	WB	Mourigram/BBudge/Kolkata	9786
39	ER	WB	Rajbandh/ Durgapur	11342
40	ER	WB	Siliguri	2750
41	ER	WB	Malda	597
			<b>Grand Total</b>	<b>256415</b>

Bidders need to enter the following in the Bid form

- Name, Address, and contact details of Bidder's Plant / factory
- Capacity of the Plant/Factory in Kilo Litre (KL) per day
- Quantity\* offered at OMC locations in Kilo Liters (KL) month wise.
- \*Minimum quantity of 100 KL has to be offered per location per month



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**Also, 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. On Choosing “No. I Don’t Agree”, the bid shall be summarily rejected.**

2. The following basic & transportation rates shall be applicable:

a) Basic Rate of Biodiesel: Rs. 1,06,860/- per Kilo Litre

b) Transportation Slab

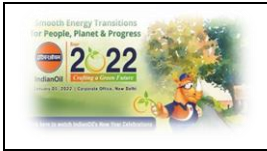
Distance Slab in KM (One-way)	Transportation Rate (Rs/KL)
0 to 75	168
>75 to 200	391
>200 to 400	833
>400 to 600	1394
>600 to 800	1956
>800 to 1000	2751
>1000 to 1200	3596
>1200	3596+2.72 for additional KM beyond 1200 KM

c) Goods and Service Tax (GST) in %: GST @5% is applicable for HSN code 3826 for Biodiesel.

d) Delivered cost will be total of Basic rate for Biodiesel, transportation rates and GST as applicable.

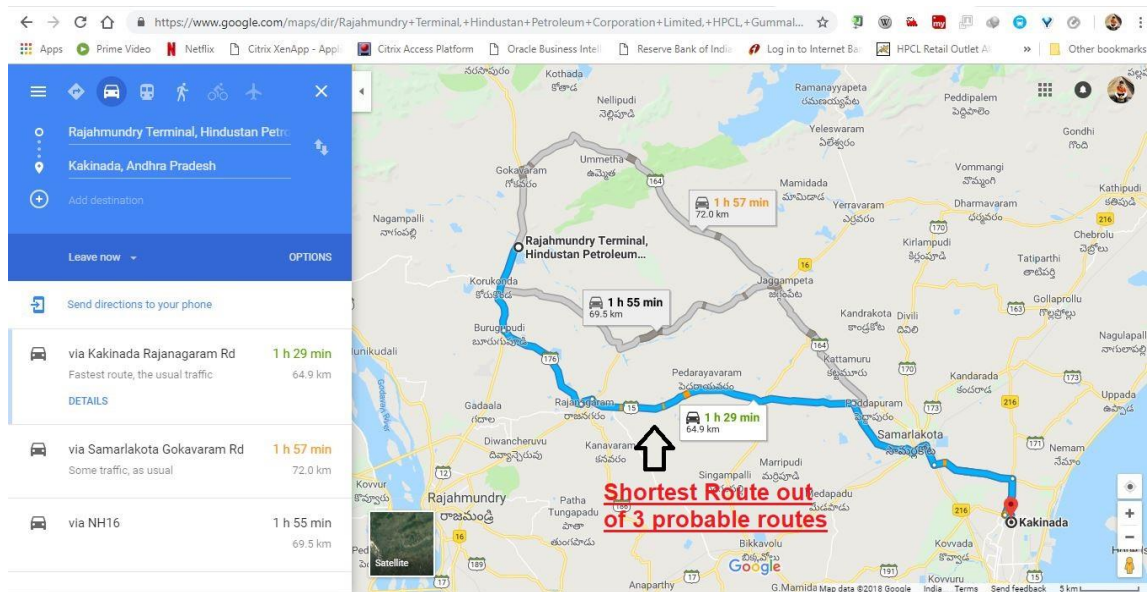
### 3) EVALUATION / ORDER AWARD CRITERIA:

- Bidders have to offer quantity for two months (August and September 2022) from their supplying location.
- 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 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 has been verified, 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 all other combinations of Bidders & offered locations, OMCs shall consider the Latitude & Longitude of the Bidder stated in this EOI for calculation of distances during evaluation through google maps.
- e. All other bidders who have provided the Lat-long of their supplying plant/ distillery 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.

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



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In case of IOCL, Call-offs will be made by our Head offices Operations.

In case of any exigency arising out of any situation at any OMC location, the part/full 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 OMCs.

OMCs may facilitate for such shifting of part/full LOI/ PO quantity from one location to another location to the extent of committed quantity as per LOI/ POs placed on Bio-Diesel suppliers. The rates will be applicable as follows:

- a. In case of shifting of PO quantity from multiple locations to an alternate location, preference will be given to least landed rate (at alternate location) considering the delivered rate arrived by adding basic price of supplier and transportation rate for alternate location and applicable GST. After exhausting the quantity of the least landed rate supplier, the quantities of second least landed rate supplier will be considered for shifting and so on. The shifting of PO quantities may be done till the balance PO quantity of original location is exhausted or the requirement of the alternate locations is fully met.
- b. In case of shifting of PO quantity from multiple bidders, whose delivered rate at the alternate location is same, the quantity to be shifted will be in the ratio of their PO quantity at original location. In any case the quantities allocated for shifting to alternate location shall not exceed balance PO qty of a particular bidder at the original location.

This shall be exercised at the sole discretion of the OMCs. OMC shall intimate the supplier with 15 days' advance notice in writing offering alternate location(s) where the remaining PO quantity (part or full) can be shifted.

#### **5. DELIVERY PERIOD:**

Please note that timely delivery by the Bidder as per the delivery schedule given by OMCs are the essence of contract. LOIs will be issued by respective OMC i.e. BPCL / IOCL / HPCL. Bidders are required to submit the agreement within 5 days from date of LOI.

The supply should commence within 7 days from the date of issuance of Purchase Order for suppliers supplying for the period, from the first day of the beginning of the delivery period and up to last days of the same delivery period. The Location shall place prorated indents / schedule 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.

OMC reserves the right to change monthly indent with 15 days advance notice with supplier's consent.

#### **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.



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The supplier shall strictly adhere to the supply schedule and achieve supply Performance of minimum 50% of the PO Quantity.

There shall be no extension of the delivery period (01.08.2022 – 30.09.2022) and quantity not supplied within the supply period shall lapse. PRC will be applicable for the shortfall quantity in case bidder fails to supply minimum 50% of PO Quantity by last date of delivery period i.e. 30.09.2022 for this EOI.

An amount equivalent to 1% of the Basic Cost + applicable GST shall be payable by the supplier for the undelivered quantity (50% of PO quantity less supplied quantity) and these shall be deducted from the payment due to the suppliers and/ or by encashing security deposit.

If the supplier is able to supply 50% of total PO quantity in the entire delivery period, keeping the overall lapse due to TT capacity below 12 KL and if OMC is able to receive the quantity at the same location or any other location, monthly Penalty shall not be applicable to the supplier.

If however 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 supply period. Alternatively, the total PO quantity may be reduced proportionately on mutual consent.

#### **7. SECURITY DEPOSIT:**

An amount equivalent 1% plus GST of the basic cost of 50% of the PO quantity or Rs. 2 crore per state whichever is lower 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.

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 for entire supply period, with an additional claim period of six months.

The BG pertaining to respective delivery period shall be returned on successful completion of supply of the delivery-period, after reconciliation of accounts or completion of the claim period whichever is earlier after adjusting the dues, if any.

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 / Letter for retention of SD amount from initial invoices should be submitted by all bidders within 7 days of placement of LOI/LOA.



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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.

**8. 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. Other elements of Delivered Rate viz., Basic Price & Transport charges will remain unchanged during the entire contract period of one month.

**9. PAYMENT TERMS:**

100% Payment shall be made within 15 days after receipt of material at OMC sites & submission of requisite documents.

**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 etc.

**11. 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.

Extension of Contract: There shall be no extension of the contract, the quantity which is not supplied by the end of supply period, shall lapse. PRC will be applicable for the quantity that will not be supplied by the bidder to achieve 50% of PO quantity.

**12. 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  
IS 15607:2022 (As revised from time to time)**

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

- i. 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 or acid oil etc, 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 will 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 CONTROL MANUAL FOR BIO DIESEL AND BLENDS 2020, published on 10.08.2020, as amended from time to time.
- ii. The following 8 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 Eight tests are as follows.

1. Appearance
2. Density @ 15°C
3. Kinematic Viscosity at 40°C
4. Flash Point (PMCC)
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

**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

**Submission of type certificate, Joint sampling and full specification test as per INDUSTRY QUALITY CONTROL MANUAL FOR BIO DIESEL AND BLENDS 2020, published on 10.08.2020:**

Submission of Type Certificate as per the formats given in Annexures IIIA & IIIB of the INDUSTRY QUALITY CONTROL MANUAL FOR BIO DIESEL AND BLENDS 2020 is a mandatory requirement to demonstrate the capability of Manufacturer to Procurement authority.





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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 two sets for retention by manufacturer and Oil Company), 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 CONTROL 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 certificate submitted by the bidder after placement of LOI and before placement of PO.

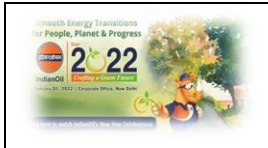
Type certificate shall be shared with procurement authority. Upon receipt of this certificate and carrying out due diligence, the procurement authority will advise the Manufacturer for commencement of supply. Samples from subsequent batches shall be drawn by the manufacturer and shall be tested for full 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 IS 15607:2022 specification 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.

- 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 Control Manual for Bio Diesel and Blends published in Aug 2020.**



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**Annexure - III A**

**Section Name: Type Certificate of non-UCO based Biodiesel (B100) - Part 1**

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

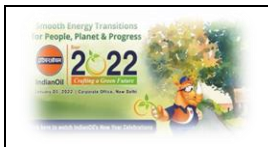
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	<b>Quantity Bidding for Procurement of Bio Diesel (B100: IS 15607-2022) at OMC locations</b>

<b>Annexure - III C</b>	<b>Section Name: Manufacturer Batch Certificate of Non-UCO Based Biodiesel (B100) as per IS</b>	2 Pages
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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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Annexure - VI	Section Name: Tank Truck Inspection / Cleaning /Grade Change Over Certificate for Use of Biodiesel (B100)	1 Page
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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 Biodiesel B100.
- b) It was previously on the service of product -----and adequate measures were taken for grade change over.

Date of inspection –

Name & Signature of the Manufacturer is inspecting Authority



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### BANK GUARANTEE

(On Non-judicial paper for appropriate value)

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 upto a sum of Rs.(in figures)..Rs(in words)only amounting to 1.18% of the 75% of basic cost of total contract quantity.

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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**Quantity Bidding for Procurement of Bio Diesel (B100: IS 15607-2022) at OMC locations**

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 anyway 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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**Quantity Bidding for Procurement of Bio Diesel (B100: IS 15607-2022) at OMC locations**

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

AGREEMENT

(OMC Joint Tender No. OMC/EOI/NUCO/BD/JUL22 dated July 2022 for Biodiesel Procurement – August - September 2022

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.

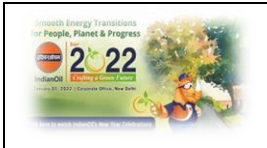
"Supplier" & "Purchaser" understand that Biodiesel to be supplied by Supplier and procured by Purchaser under this Agreement is used for blending with Diesel under "Biodiesel Blended Diesel" program of Ministry of Petroleum & Natural Gas (MOP&NG) and both "Supplier" & "Purchaser" are committed to implement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

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



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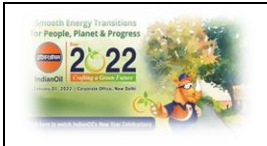
Quantity Bidding for Procurement of Bio Diesel (B100: IS 15607-2022) at OMC locations

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 (IS 15607:2022), 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 advices, (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 ie the Basic Rate & Freight will remain unaltered.
- 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 15 days from date of receipt and acceptance of Biodiesel at the Delivery Location and on submission of Original Tax Invoice etc., as applicable.

#### **7. FOR BIO-DIESEL SUPPLIES: 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)

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

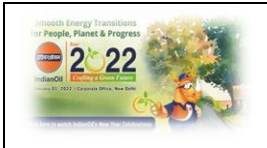
An amount equivalent 1% plus GST of the basic cost of 50% of the LOI quantity or Rs. 2 crore per state whichever is lower shall be deposited by the bidder within 7 days of placement of LOI. The above shall be in the form of BG/DD/ deducted from the initial bills of the supplier.

The vendors will have to submit one BG for entire supply period.

The BG pertaining to respective month shall be returned on successful completion of supply of quantity of such month, after reconciliation of accounts or completion of the claim period whichever is earlier after adjusting the dues, if any, provided party has submitted multiple BGs.

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.



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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:**

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

As mentioned under "Delivery Period", the Location shall place prorate 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.

The supplier shall strictly adhere to the supply schedule and achieve supply Performance of a minimum of 50% of the quantity in the supply period.

No extension shall be given beyond the supply period, to complete minimum 50% of PO quantity.

An amount equivalent to 1% of the Basic Cost + applicable GST shall be payable by the supplier for the undelivered quantity (to reach 50% of PO quantity) for the supply period and these shall be deducted from the payment due to the suppliers and/ or by en-cashing security deposit.

If the supplier is able to supply 50% of total PO quantity in the entire supply period, keeping the overall lapse due to TT capacity below 12 KL and if OMC is able to receive the quantity at the same location or any other location, Penalty shall not be applicable to the supplier.

If however 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 supply period. 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 the Supplier.

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



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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 agreement and security deposit within 7 days from date of LOI. The supply should commence within 7 days from the date of issuance of Purchase Order for suppliers supplying from the month for which LOI floated. The Location shall place 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 50% of the quantity.

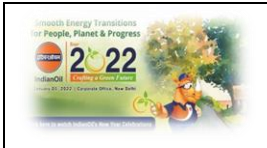
The EOI will be floated in every quarter and no extension of contract shall be provided.

PRC will be applicable for the quantity that will not be supplied by the bidder to reach 50% of PO quantity in the supply period

In case of any exigency arising out of any situation at any OMC location, the part/full LOI/PO quantities may be shifted from one location to another at the applicable delivered cost (negotiated 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).

----- (OMC) may facilitate for such shifting of part/full LOI/PO quantity from one location to another location to the extent of committed quantity as per LOI/ POs placed on Bio-Diesel suppliers. The rates will be applicable as follows:

- a. In case of shifting of PO quantity from multiple locations to an alternate location, preference will be given to least landed rate (at alternate location) considering the delivered rate arrived by adding basic price of supplier and transportation rate for alternate location and applicable GST. After exhausting the quantity of the least landed rate supplier, the quantities of second least landed rate supplier will be considered for shifting and so on. The shifting of PO quantities may be done till the balance PO quantity of original location is exhausted or the requirement of the alternate locations is fully met.
- b. In case of shifting of PO quantity from multiple bidders, whose delivered rate at the alternate location is same, the quantity to be shifted will be in the ratio of their PO quantity at original



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location. In any case the quantities allocated for shifting to alternate location shall not exceed balance PO qty of a particular bidder at the original location.

This shall be exercised at the sole discretion of the -----(OMC). ----- (OMC) shall intimate the supplier with 15 days' advance notice in writing offering alternate location(s) where the remaining PO quantity (part or full) can be shifted. Amended PO will be issued after receipt of acceptance from the supplier/Bidder.

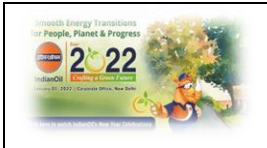
### **13. FORCE MAJEURE CLAUSE:**

- 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:
- (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



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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:

- (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.

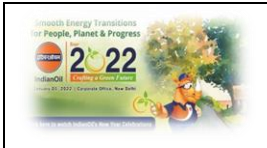
**Force Majeure Events Exceeding 10 Days**

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. 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.





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**15. COMPLIANCE OF REGULATIONS:**

Supplier warrants that the Product covered by this Contract 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 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.

**16. ARBITRATION CLAUSE:**

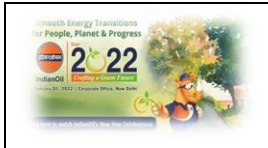
- (i) Any dispute or difference arising under or in connection with this contract shall be referred to a Sole Arbitrator as per the provisions of the Indian Arbitration and Conciliation Act 1996 as amended vide Arbitration & Conciliation (Amendment) Ordinance 2015 dated 23.10.2015
- (ii) The award of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

**17. 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.

**18. 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



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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).

#### **19. 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...

- (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

#### **20. EXECUTION OF CONTRACT**

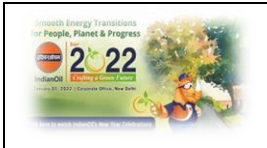
Supplier shall be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the document.

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.

#### **21. 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.



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**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 of -----(Name of the OMC) 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 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: