



Tender no. 1000263815 Tender ID – 16312

**Tender For Assessment of Biomass Availability in Maharashtra, Madhya Pradesh & Odisha**

Ref: 1000263815

Date: 8<sup>th</sup> September, 2016

**NOTICE INVITING TENDER**

**1. Introduction:**

Bharat Petroleum Corporation Limited (BPCL) is a Fortune 500 company and a leading Navratna Public Sector Enterprise with PAN India presence, engaged in Refining, Marketing and distribution of petroleum products. BPCL is diversified into exploration of Oil and Gas. BPCL as a responsible energy company has made first big strides towards harnessing renewable energies like Solar and Wind.

Bharat Petroleum Corporation Limited is planning to setup a “Lignocellulosic Biomass Ethanol Bio-refineries” for production of Ethanol/other chemicals from the potential biomass feedstock which includes Corn Cobs / Rice Straw /Wheat Straw /Corn Stover/ Cotton Stalks / Rice Husk / Gram Husk / Soya Husk etc.

Bio-refineries concept is analogous to today's petroleum refineries, which produces multiple fuels and products from petroleum. In Bio-refineries, each individual component of biomass is converted to Biofuels, value-added chemicals or heat / electricity in order to offset Biofuel price to make them competitive with conventional fuels.

Bharat Petroleum Corporation Limited proposes to set up three Lignocellulosic Biomass Ethanol Bio-refineries, one each in the states of Maharashtra, Madhya Pradesh and Odisha.

The initial capacity of proposed Bio-refineries would be 100 MT per day dry biomass processing per Bio-refinery, which can be expanded in modular way upto 250 MT per day dry biomass processing per Bio-refinery. The proposed project locations would be finalized at a later date considering factors like availability of biomass, land & existing infrastructure etc.

The purpose of inviting this tender is to explore the availability of biomass (Corn Cobs / Rice Straw /Wheat Straw /Corn Stover/ Cotton Stalks / Rice Husk / Gram Husk / Soya Husk etc.) for the proposed “Lignocellulosic Ethanol Bio-refineries” in the state of Maharashtra, Madhya Pradesh, Odisha.

**2. Request for Quotation:**

Electronic digitally signed & sealed (encrypted) e-tenders / e-bids are invited under **two bid** system from Bidders vide CRFQ no. 1000263815 for Assessment of Biomass Availability Study in the States of Maharashtra, Madhya Pradesh and Odisha.



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The bids should be submitted on or before the due date i.e. **30/09/2016 @ 1400 hrs.** Extension of due date, if any, will be at sole discretion of BPCL.

3. E-bids are required to be submitted only through BPCL's e-proc website <https://bpcl.eproc.in> on or before the bid submission date and time. Corrigendum/ Addendum, if any, shall be given only on the above mentioned websites.
4. The rates quoted shall be valid for a period of 90 days from the due date of opening of tender. Once the quotation is accepted, the rates quoted shall remain firm till the entire scope of works are completed in all respect.
5. **STRUCTURE OF THE TENDER:** It is a **TWO-PART-BID E-Tender**, having Techno-Commercial Bid and Price Bid. Please visit the website <https://bpclproc.in> for online participating in this tender and submitting bid. The E-Tender consists of the following annexures. Bidders have to carefully study the same for easy participation:
  - Bid Qualification Criterion (Annexure - I)
  - Terms of Reference (Annexure - II)
  - Contract Terms and Conditions (Annexure - III)
  - Instructions to Bidders (Annexure - IV)
  - Schedule of Quantities (Annexure - V)
6. **INTEGRITY PACT (IP):** This clause is not applicable for this tender.
7. **Pre-bid Meeting:** Pre-bid meeting will be held on 16/09/2016, 1100 hrs. at the following address. All queries should be sent to [sumankumar@bharatpetroleum.in](mailto:sumankumar@bharatpetroleum.in) / [mittalp@bharatpetroleum.in](mailto:mittalp@bharatpetroleum.in) by 15/09/2016 1100 hrs. Parties desiring to attend the pre-bid meeting are requested to send a prior intimation to the undersigned.

**Central Procurement Organization (Mktg.)**  
**M/s. Bharat Petroleum Corporation Limited,**  
**A & K Installations, Sewree Fort Road,**  
**Sewree East, Mumbai - 400 015**

8. **Earnest Money Deposit:** Bidders shall have to submit an Earnest Money Deposit (EMD) of Rs 1 lakh. Pl. refer clause 8 of Instructions to Bidders (Annexure IV) for more details.
9. The bids will be opened on-line on the due date/time i.e. **30/09/2016 @ 14:01 hrs.** On completion of techno-commercial evaluation, the Price bids of only those bidders whose bids are techno-commercially acceptable will be opened. The bidders shall be informed in advance the date / time of



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opening of Price bids. The evaluation of bid will be done on state wise lowest (L1) basis inclusive of all taxes, duties, levies, insurance if any etc.

10. BPCL reserves the right to accept or reject any or all bids without assigning any reasons. BPCL reserves the right of awarding the job for any one or two or all three states.

11. For any clarifications, you may contact us on any working day between 10:00 am to 4:00 pm

- a. Mrs. Poornima Mittal , Sr. Manager, CPO(M), 022-24176507; Email : [mittalp@bharatpetroleum.in](mailto:mittalp@bharatpetroleum.in)
- b. Mr. Sanjeev Pol, Chief Manager Operations (2G Ethanol Project), RHQ , 022-22162321 Email : [pols@bharatpetroleum.in](mailto:pols@bharatpetroleum.in)
- c. Mr. Suman Kumar : Dy. Manager CPO(M), 022 24176416 Email : [sumankumar@bharatpetroleum.in](mailto:sumankumar@bharatpetroleum.in)

Thanking you,  
Yours faithfully,

For **Bharat Petroleum Corporation Ltd.**

**Poornima Mittal**  
**Senior Manager- Procurement**  
**CPO- Marketing**



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**ANNEXURE - I**

**Bidder Qualification Criteria**

The detailed bid qualification criteria for short listing the consulting firm shall be as follows:

- A. Proven Track Record:** In the past **seven** years, the bidder must have completed at least **one** assignment of Biomass availability assessment or biomass supply studies in any one of the states (Secondary data study) covering entire state or any two districts/ site centres (primary Data study) in any state, for any Ministry/ Department/ Agency of Central / State government or any PSU/ Any company listed in any Stock Exchange in India.

**Documents required:**

The bidder shall upload signed Agreement / Work order / Purchase order/ acknowledged final report or any other document to prove the scope of completed works against the order to the satisfaction of BPCL. The bidder should also submit suitable evidence for completion of the work in the form of completion certificate etc. BPCL reserves the right to verify the originals of the documents submitted. The certificate (in English) from one of the BPCL approved TPIAs (LRIS / SGS / GLISPL / IRS / DNV / EIL / TATA Projects / PDIL / UL / RITES LTD / ITSIPL / MECON / ICSPL/ Bureau Veritas (Ind) Pvt Ltd/ CEIL ),to be submitted, listing the documents checked/ verified [as mentioned in point **A** above] and confirming qualification of this criteria.

- B. Financial criteria:** The bidder should have achieved a Minimum Average Annual Financial Turnover as per following table as per the Audited Financial Statements during the last previous three consecutive accounting years prior to the due date of bid submission.

<b>Number of states</b>	<b>Minimum Average Annual Financial Turnover in INR</b>
Bidding for One state	5.5 Lakhs
Bidding for Two states	11 Lakhs
Bidding for Three states	16.5 Lakhs

- C. Net worth:** - Net worth of the vendor should be **positive** as per the Audited Financial Statements of **latest** of the last available three consecutive accounting years. The Net worth is defined as TOTAL ASSETS MINUS TOTAL LIABILITIES.



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**Documents required:**

Audited Balance Sheets and Profit & Loss accounts of the vendor for the previous available three consecutive accounting years prior to the due date of bid submission. The certificate (in English language only) from a practicing Chartered Accountant (or) from one of the BPCL approved TPIAs (LRIS / SGS / GLISPL / IRS / DNV / EIL / TATA Projects / PDIL / UL / RITES LTD / ITSIPL / MECON / ICSPL / Bureau Veritas (Ind) Pvt Ltd/CEIL), to be uploaded listing the documents checked/ verified [as mentioned in point **B & C** above] and confirming qualification of this criteria.

**The CA/ TPIA should attach the documents as desired by us in A, B & C above.**

**NOTES:**

- BPCL approved Third Party Inspection Agencies (TPIAs) are - **LRIS/ SGS/ GLISPL/ IRS/ DNV/ EIL/ TATA Projects/ PDIL/ UL/ RITES LTD/ ITSIPL/ MECON/ ICSPL/ Bureau Veritas** (Ind.) Pvt. Ltd. and **CEIL**.
- All charges of the TPIA and/or Chartered Accountant for attestations and verification shall be borne by the Vendors.
- The Vendors shall also be in a position to provide further information as and when required by BPCL.



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**ANNEXURE – II**

**Terms of Reference**

- 1.0 The purpose of inviting this tender is to explore the availability of biomass (Corn Cobs / Rice Straw /Wheat Straw /Corn Stover/ Cotton Stalks / Rice Husk / Gram Husk / Soya Husk etc.) for the proposed “Lignocellulosic Ethanol Bio-refineries”.

For Assessment of Biomass Availability, it is proposed to carry out detailed study in the states of Maharashtra, Madhya Pradesh & Odisha for the following;

- i. **Biomass Availability:** To understand the ground realities regarding availability of biomass and its calendar, estimates of biomass generation, consumption and surplus biomass. Also, to study associated supply risks and its mitigation strategies with active interaction with the key stakeholders.
- ii. **Capex Investment Study for Biomass Supply Chain:** To determine the indicative investment in the Biomass Supply Chain in relation with the type of biomass etc.
- iii. **Study of Depot Proximity and Power Evacuation System:** A study on ground to pinpoint the location to examine the accessibility of site, its proximity to Depot where the end product would be dispatched to reduce the operational cost. To study the proximity to power evacuation system where power generated in the Bio-refinery will be fed.

2.0 **Brief Scope of Work:**

The brief scope of work shall include providing data as per following;

A. Types of Biomass and Availability:

- Sources of biomass i.e. agricultural waste / energy crops etc.
- Availability of type of biomass per defined site centre (hectares, productivities, tones available per region), Seasonality by crop etc.
- Forecast availability of its supply for next five years
- Estimate pricing of biomass for next five years at plant gate.
- Other activities or industries competing for biomass in the region.
- Main players/competitors in the market for consumption of biomass.

B. Policies:

- Policies regarding reservations of area and energy plantations for biomass plants in the satellite locations within a radius of 100 kms from the Site Centre.
- Forestry and Social Forestry policies applicable in the region.



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C. Logistics & Supply Chain:

- Details on harvesting, collection, transportation and storage of different types of biomass. The breakdown of costs of each type of biomass per MT at plant gate.
- Community relations and other social considerations in the region / area of site centre / satellite locations.
- Details of equipment / storage facilities required at plant premises.
- Biomass availability for next five years to our plant and supply chain mechanism.
- Information regarding the Biomass Suppliers in the Region, who would be responsible for aggregation, storage & regular supply of biomass feedstock to the Bio refineries.

D. Administrative Permits:

- Information regarding the Environmental Clearance, Permits, Licenses etc. as applicable for setting up of the Bio-refineries.

E. Financial:

- Information on the tax regime on the biomass supply chain.

F. Exclusions:

The above scope of work does not include the following;

- i. Testing of biomass in the laboratory for assessment of suitability.
- ii. Obtaining permissions from the Government and any other Statutory Authorities for setting up of Bio-refineries.
- iii. Shortlisting of location of land for setting up of Bio-refineries.

However, the Consultant shall nominate a person as a nodal point for providing timely information, proper co-ordination etc. during the assessment study period.

The above scope of work is not exhaustive. Bidders should render all services that are normally expected from the Bidders for such type of study at no extra cost.

3. **Methodology for Biomass Assessment:**

The Assessment of Biomass Availability Study shall be conducted in 2 Stages as per the following;

**Stage-I:**

The Consultant shall carry out the study on Biomass availability and Supply Chain Methodology in each of the 3 States, covering district-wise collection of data from the secondary sources.

The study shall be initiated by referring to macro level agriculture related data from the secondary



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sources such as Central Agriculture Statistical Reports, State Agriculture Department, its district offices, Krishi Vigyan Kendras (KVKs), and Agriculture University.

The biomass data to be compiled for previous 5 years and an average figure to be taken for the purpose of minimizing any deviations or abrupt figures occurred due to conditions such as drought, flood, Government policies etc.

The suggested secondary data sources shall be;

- Agricultural statistics, 5 years database from central and state
- Agricultural Policy for different states – Central Agricultural Policy (Mission document)
- Comprehensive District Action Plan of selected district respectively.
- Seed distribution by Govt. and private sector at Tehsil level
- District Veterinary data and fodder consumption ratio
- Biomass to energy projects by MNRE and State energy development board
- Interaction with progressive farmers.

To assess the agricultural crop residue production, its utilization and surplus biomass availability in the different agro zones in each of the 3 States, the following steps may be followed for preliminary assessment;

Sr. No.	Steps	Objective	Suggested Source
i.	Study and analyse last 5 years agricultural crop pattern and percentage	To understand the cropping pattern and its distribution	Gol data bank, State Agriculture Dept., State University of Agriculture
ii.	Study the percentage of crop grown in agro-climatic zone and Irrigated and rain-fed cropping pattern	Analyse the potential part of selected agro-climatic zone and to identify potential clusters	Agricultural Statistics Report from Dept. of Agriculture
iii.	Analyse the crop area, yield, productivity of Kharif and Rabi season in different Districts	To understand the consistency in crop performance from last 5 years	Agricultural Statistics, Deputy Director of Agriculture, State Agriculture Universities and Local Agriculture Colleges
iv.	Analyse block wise Biomass area, yield and production in Kharif and Rabi with their respective duration of crop varieties	To evaluate all the variable with respect to crop performance (Varietal , maturity) and to freeze the harvesting and collection window of biomass in a year	Deputy Director of Agriculture, Krishi Vikas Kendra and Prospective Farmers
v.	Land holding pattern under Biomass and its mechanization	To assess the mechanization and its adoptability in farmers and its prospective	State Energy Department Deputy Director of Agriculture, Krishi Vikas Kendra and Prospective Farmers, Agriculture





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			machinery, manufacturer
vi.	Livestock population and fodder requirement	To assess the livestock scenario and Paddy straw utilization as a fodder for cattle to understand the consumption pattern	District Agriculture Director, Gram-Sevek, Local Dept. Tahasil of Agriculture, Krishi Vikas Kendra and Prospective Farmers
vii.	Analyse the data of Biomass production, utilization and surplus availability	Finding the potential cluster and radius of operation	University of Agriculture , Deputy Director of Agriculture, Research Centre of District and Farmers

The indicative formats for collection of various data on biomass during Stage-I study is enclosed as **Annexure - A & B.**

After compilation of district wise secondary data for each State, the Consultant is required to prepare district-wise data on Biomass availability and identify min. 5 nos. potential site centres in each state.

Site Centre will be a potential location/region in which maximum quantity of biomass is available (may include combination of different varieties of biomass). The site centre shall consist of a single district or combination of districts (2 to 3 or 3 to 4 districts) in part or full, of radius of 100 kms, to meet the required quantity of biomass for the proposed capacity of each biomass Bio-refinery.

Based on the secondary data, the Consultant shall prepare and submit Preliminary Report to BPCL advising at least 5nos. site centres in each state for further evaluation. The data provided in the report shall be substantiated with submission of copies of authentic documents obtained from various sources.

**Stage-II:**

Based on the Preliminary Report submitted by Consultant, BPCL will shortlist 3 nos. potential site centres in each State. The Consultant shall carry out the detailed Biomass Assessment Study at each Site Centre in each State in the radius of 100 KMs for previous 10 years from site centre.

To conduct the detailed assessment study of each site centre, the following steps may be considered with reference to the scope of work mentioned above.

**Step-1: Crop Management and Crop Residue Assessment:**

- **Theoretical Potential:**
  - ✓ Study and analyse the cropping pattern of different agro-climatic zones.
  - ✓ Preparing the agricultural crop mapping and its yield potential in different crop growing areas (analysing five years data)
- **Technical Assessment:**
  - ✓ Carrying out initial survey of the feedstock – Data collection
  - ✓ Comparison and analysis of total biomass generated.



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- ✓ In-field survey of biomass to assess collectable, utilized (animal fodder, fuel etc.) and surplus biomass available in different crop zones.
- ✓ Indicating harvesting window for the biomass in each site centre.

- **Economical Potential:**

- ✓ Economic potential calculated based on the Crop residue collection cost and replacement cost of fertilizer by keeping straw at field of the growers.
- ✓ Identification of economical and potential clusters for biomass supply.

**Step-2: Agricultural Machinery for Harvesting Mechanism:**

Analysing the last five years meteorological data to assess crop harvesting period and machinery utilization for the following;

- **Current Harvesting Technology:**

- ✓ Understanding and evaluating the current harvesting practices followed in the identified cluster. (Harvester-> Racker->Baler)
- ✓ Evaluating the efficiency and economics of the current harvesting systems.

- **Innovative Harvesting Technology:**

- ✓ To suggest a module of innovative harvesting system by using existing harvesting technology. (Harvest cum Racker -> Baler)
- ✓ To suggest the efficient methods of harvesting for different crops to reduce the loss of crop residues during harvesting.

- **Optimization of Harvest Operation:**

- ✓ Calculating the harvesting window and efficiency of machines for harvesting the crop residue.
- ✓ To suggest local resources to make it more economical and sustainable.

**Step-3: Methods to Increase Bulk Biomass Density:**

- **Densification of Harvested Crop Residue:**

- ✓ Suggesting methods for pre-processing of feedstock at field level to reduce the handling, storage and transportation cost.

- **Transport, Handling , Decentralize Storage and Main Storage:**

- ✓ Suggest transportation and storage methods of baled feedstock to sub-collection centres (at aggregator premises) / plant storage units.

**Step-4: Biomass Supply Chain**



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- Study Cropping calendars and establish Harvesting calendar
- Prepare Logistic calendar of supply of Biomass
- Economic optimization of supply chains

The suggested sources for primary data collection shall be;

- a. Discussion with State Agriculture Commissioner.
- b. Discussion with District Agricultural and Meteorological Department
- c. Discussion with Local Agricultural machinery suppliers
- d. Discussion with District biomass to power industry
- e. Information from Progressive farmer of villages
- f. Information from farmer's leaders at Village level
- g. Information from different local NGOs

**Step-5: Cost Analysis**

Detailed Cost breakup (Capex & Opex) shall be submitted for each stage of biomass supply chain including;

- i. Basic field cost of biomass by type.
- ii. Supply chain setting up costs.
- iii. Infrastructure costs, Storage and land availability whether owned or leased.
- iv. Biomass collection and logistical costs.
- v. Cost to farmers/VLEs and Labour costs.
- vi. Processing costs like cutting, shredding, baling etc.
- vii. Final pricing of biomass at Plant Gate per MT basis.

**Step – 6 : Study of Depot Proximity and Power Evacuation System**

Study on ground to pinpoint the location to examine the accessibility of site, its proximity to Depot where the end product would be dispatched to reduce the operational cost. To study the proximity to power evacuation system where power generated in the Bio refineries will be fed.

The suggested formats for collection of various data on biomass during Stage-II study is enclosed as **Annexure - C & D.**

After compilation of the primary data, the Consultant shall prepare and submit 2<sup>nd</sup> Preliminary Report to BPCCL suggesting the most Potential Site Centre in each State considering various advantages and disadvantages of each site centre for further evaluation.

The data provided in the report shall be substantiated with submission of copies of authentic documents obtained from various sources.



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**Annexure-A**

**District /State wise Convertible Biomass during the Last Five Years**  
(Separate table for 2011, 2012, 2013, 2014, 2015 for each State, District wise, Stage-I Study)  
(Data to be submitted in form of hard copy and soft copy in excel format)

District: ....., State: ....., Crop Year/Period: .....

Type of Biomass / Crop Residue	Area under Cultivation (Ha)	Total Biomass Produced (MT)	Surplus Biomass Available after Current Utilisation (MT)	Surplus Biomass Convertible for Ethanol Production (MT)	Remarks
Cotton Stalk					
Rice Straw					
Corn Cob					
Gram Husk					
Soya Husk					
Wheat Straw					
Any other Agri. biomass					

Note: Please indicate % age of Collectable Biomass which will be available for Biomass Ethanol production.



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**Annexure-B**

**District /State wise Biomass Average Price during the Last Five Years**  
(Separate table for 2011, 2012, 2013, 2014, 2015 for each State, District wise, Stage-I Study)  
(Data to be submitted in form of hard copy and soft copy in excel format)

**District:** ..... , **State:** ..... , **Crop Year/Period:** .....

Type of Biomass	Biomass Price paid to Farmers (Rs./MT- dry)	Biomass Collection / Bailing / Shredding / Storage Charges (Rs./MT- dry)	Biomass Transport Cost (Rs./MT- dry)	Other (VLE* payment, Storage Loss/ Aggregator Margin etc. (Rs./MT- dry)	Total Biomass Cost (Rs./MT- dry)
Cotton Stalk					
Rice Straw					
Corn Cob					
Gram Husk					
Soya Husk					
Wheat Straw					
Any other Agri. biomass					

\* VLE – Village Level Entrepreneurs



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**Annexure-C**

**Site Centre wise Surplus Availability of Biomass during the Last Ten Years**

(Separate table for every year for last ten years & for each State, Site Centre wise, Stage-II Study)  
(Data to be submitted in form of hard copy and soft copy in excel format)

Site Centre: ....., State: ....., Crop Period/Year: .....

Type of Biomass	Crop Area in Hectare / Annum	Crop Production (MT/Annum)	Biomass Production (MT/Annum)	Biomass Utilised (MT/Annum)	Biomass Surplus (MT/Annum)	Biomass Available for Feedstock (MT/Annum)	Distance of Collectable Biomass from Site Centre in KM.	No. of days Plant can be Operated in a Year (100 MT/D dry biomass )	No. of days Plant can be Operated in a Year (250 MT/D dry biomass )
Cotton Stalk									
Rice Straw									
Corn Cob									
Gram Husk									
Soya Husk									
Wheat Straw									
Any other Agri. biomass									



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**Annexure-D**

**Monthly Availability of Biomass / Agriculture Residues during the Last Ten Years**

(Separate table for every year for last ten years & for each State, Site Centre wise, Stage-II Study)  
 (Data to be submitted in form of hard copy and soft copy in excel format)

Site Centre: ....., State: ....., Crop Period/Year: .....

Type of Biomass	Surplus Qty. of Biomass Convertible for Ethanol Production (MT)													Average Moisture Content of Biomass
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Total	
Cotton Stalk														
Rice Straw														
Corn Cob														
Gram Husk														
Soya Husk														
Wheat Straw														
Any other Agri. biomass														



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## **ANNEXURE – III**

### CONTRACT TERMS AND CONDITIONS

#### **DEFINITION OF TERMS**

In the contract documents as herein defined where the context so admits, the following words and expressions will have following meanings:

- (a) "The Owner/Company/BPCL" means the Bharat Petroleum Corporation Limited, incorporated in India having its registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai - 400 001 or their successors or assigns
- (b) "The Consultant" means the person or the persons, firm or Company whose tender has been accepted by the Owner and includes the Consultant's legal representative, his successor and permitted assigns.
- (c) The "Managing Director" shall mean the Chairman and Managing Director of the Bharat Petroleum Corporation Limited or his successor in office designated by the Owner.
- (d) The "Officer-in-Charge" shall mean the person designated as such by the Owner and shall include those who are expressly authorized by the Owner to act for and on his behalf for operation of this contract.
- (e) The "Work" shall mean the works and/or services to be executed in accordance with the contract or part thereof as the case may be and shall include extra, additional, altered or substituted works and/or services as required for purpose of the contract.
- (f) The "Contract Document" means collectively the Tender Document, Terms of Reference, agreed variations, if any, and such other document constituting the tender and acceptance thereof.
- (g) The "Contract" shall mean the Agreement between the Owner and the Consultant for the execution of the works including therein all contract documents.
- (h) The "Terms of Reference" shall mean the various works to be carried out, reports to be generated and commercial documents to be created in line with the law, as detailed in the tender document
- (i) The "Tender" means the tender submitted by the Consultant for acceptance by the Owner.
- (j) The "Alteration Order" means an order given in writing by the Officer-in-Charge to effect additions to or deletion from and alterations in the works.
- (k) The "Completion Certificate" shall mean the certificate to be issued by the Officer-in-Charge to the Consultant when the works have been completed to his satisfaction.
- (l) The "Final Certificate" in relation to a work means the certificate issued by the Officer-in-Charge after the period of liability is over for releasing the Security Deposit.
- (m) The "Period of Liability" in relation to a work means the specified period during which the Consultant stands responsible for rectifying all defects that may appear in the services.

#### **1. PERFORMANCE OF DUTIES AND SERVICES BY CONSULTANT**

- a. Consultant shall perform its Services in full accordance with the terms and conditions of the Contract and any applicable local laws and regulations and shall exercise all reasonable professional skill, care and diligence in the discharge of said Project work.
  - i. Consultant shall in all professional matters act as a faithful advisor to OWNER, and will provide all the expert commercial/technical advice and skills which are normally required for the class of Services for which it is engaged.





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- ii. Consultant, its staff, employees shall carry out all its responsibilities in accordance with the best professional standards.
  - iii. Consultant shall prepare and submit documents /reports etc. in due time and in accordance with the Tender Conditions.
- b. Consultant will maintain for the performance of the Contract, personnel as determined to be responsible for carrying out this job and such persons shall not be replaced or substituted without written approval of OWNER.

**2. PRIORITY OF WORKS**

OWNER reserves the right to fix up priorities which will be conveyed by Officer-in-charge and the Consultant shall plan and execute work accordingly.

**3. INTELLECTUAL PROPERTY RIGHTS**

Accessibility to the documents of Owner shall be provided to the Consultant for performing the necessary activities as per requirement. The Consultant should maintain secrecy and should not divulge any information to any person/Organization in India or abroad.

**4. REPORT / PRESENTATION**

The Consultant will submit copies of report, analysis from time to time as required during execution of the work for comments of OWNER. The scope of work involves giving presentation to Senior Management of OWNER as required for understanding of various activities and strategies to be finalized at different stages of the work.

**5. SIGNING OF THE CONTRACT**

The successful tenderer shall be required to execute an agreement within a period of 10 days of the receipt by him of the notification of acceptance of tender. The payment will not be processed till the time the agreement is executed.

**6. MODIFICATION**

Any modification of or addition to the contract shall not be binding unless made in writing and agreed by both the parties

**7. RECTIFICATION PERIOD**

All services shall be rendered strictly in accordance with the terms and conditions stated in the Contract.

No deviation from such conditions shall be made without OWNER'S agreement in writing which must be obtained before any work against the order is commenced. All services rendered by Consultant pursuant to the Contract (irrespective of whether any information has been furnished, reviewed or approved by OWNER) are guaranteed to be of the best quality of their respective kinds.

Consultant shall rectify at his own cost any mistake in assumption of any data in the study or use of wrong data or faulty study observed within twelve months of the acceptance of his report and will



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submit the rectified report incorporating the changes wherever applicable within 30 days of observance of mistake.

**8. INTERPRETATION OF CONTRACT DOCUMENT**

- 8.1. Except if and to the extent otherwise provided by the Contract, the provisions of the Contract Terms and Conditions shall prevail over those of any other documents forming part of the contract. Several documents forming the contract are to be taken as mutually explanatory. Should there be any discrepancy, inconsistency, error or omission in the contract or any of the matter may be referred to Officer-in-Charge, who shall give his decisions and issue to the Consultant instructions directing in what manner the work is to be carried out. The decision of the Officer-in-Charge shall be final and conclusive and the Consultant shall carry out work in accordance with this decision.
- 8.2. Singular and Plural: In these contract documents unless otherwise stated specifically, the singular shall include the plural and vice-versa wherever the context so requires. Words indicating persons shall include relevant incorporated companies/ registered as associations/ body of individual/ firm or partnership.
- 8.3. Notwithstanding the sub-division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 8.4. Wherever it is mentioned in the Terms of Reference that the Consultant shall perform certain work or provide certain facilities, it is understood that the Consultant shall do so at his own cost.

**9. SECURITY DEPOSIT**

The earnest money deposit (EMD), of the Consultant whose tender may be accepted, will be converted to security deposit for due performance of the contract. In case the job is awarded to bidder(s) exempted from paying EMD, then such parties shall have to deposit an amount of Rupees One lakh by way of demand draft towards security deposit, within five days from the date of issue of LOI. No interest shall be payable on this security deposit. It shall be refunded six months after acceptance of final the report.

**10. FORFEITURE OF SECURITY DEPOSIT**

Whenever any claim against the Consultant for the payment of a sum of money arises out of or under the contract, the Owner shall be entitled to recover such sum by appropriating in part or whole, security deposit of the Consultant, forming whole or part of such security being insufficient or if no security has been taken from the Consultant then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due to the Consultant. The Consultant shall pay to the owner on demand any balance remaining due.

11. **ACTION WHEN WHOLE OF SECURITY DEPOSIT IS FORFEITED:** In any case in which, under any clause or clauses of this contract, the Consultant shall have forfeited the whole of his security deposit (whether paid in one sum or deducted by installment) or have committed a breach of any of the



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terms contained in this contract the owner shall have power to adopt any of the following courses as he may deem best suited to his interest.

- 11.1. To rescind the contract (of which rescission notice in writing to the Consultant under the hand of the owner shall be conclusive evidence) in which case the security deposit of the Consultant shall stand forfeited and be absolutely at the disposal of the Owner.
- 11.2. To measure up the work of the Consultant and to take such part thereof as shall be unexecuted out of his hand to give it to another Consultant to complete in which case any expenses which may be incurred in excess of the sum which would have been paid to the original Consultant, if the whole work had been executed by him (of the amount of which excess, the certificate in writing of the Officer-in-Charge shall be final and conclusive) shall be borne and paid by the original Consultant and may be deducted from any money due to him by the Owner under the contract or otherwise or from his security deposit or from the proceeds of sale thereof, of a sufficient part thereof.

In the event of any of the above course being adopted by the Owner, the Consultant shall have no claim to compensation for any loss sustained by him by reason of his entered into any agreements or made any advances on account of or with a view to the execution of the work of the performance of the contract. In case the Consultant shall not be entitled to recover or be paid any sum for any work actually performed under this contract unless the Officer-in- Charge will certify in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

**12. PROJECT MANAGEMENT**

The project management will be the responsibility of the Officer-in-Charge, who will be nominated by the Owner. The Officer -in-Charge may also authorize his representatives to perform his duties and functions.

**13. CONSULTANT'S TEAM**

- 13.1. Consultant shall nominate a qualified and experienced person as its Team Leader who will be the contact person between the owner and Consultant for the performance of the Contract. Consultant shall notify the owner in writing prior to the appointment of a new Team Leader.
- 13.2. Owner shall be at liberty to object to any nomination and to require Consultant to remove Consultant's representative for good causes. Consultant shall replace immediately such person by competent substitute at no extra cost to the owner.
- 13.3. Consultant's Representative shall be entitled to act on behalf of Consultant with respect to any decisions to be made under the Contract.

**14. RETIRED/RESIGNED COMPANY OFFICER:**

No Officer of the Owner is allowed to work as a Consultant for a period of two years after his retirement/resignation from the employment of the Owner without the previous permission of the Owner. The contract, if awarded, is liable to be cancelled if either the Consultant or any of his employees is found at any time to be such a person, who had not obtained the permission of the



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Owner as aforesaid before submission of tender, or engagement in the Consultant's service as the case may be.

**15. FIRM PRICE**

The prices quoted by the Consultant should be firm and not subject to any price escalation.

**16. REIMBURSEMENT OF OUT OF POCKET EXPENSES**

Mumbai shall be the base location for the performance of this contract.

No travelling and/or lodging and/or out-of-pocket expense shall be payable for carrying out site visit/ attending BPCL offices

**17. NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK**

If at any time from the commencement of the work the owner shall for any reasons whatsoever, not require the whole or part thereof as specified in the tender to be carried out, the Officer-in-Charge shall give notice in writing of the fact to the Consultant, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full, but which he did not derive in consequence of the full amount of the work not having been carried out, neither shall he have any claim for compensation by reason of any alterations having been made in the original Terms of Reference and instructions which shall involve any curtailment of the work as originally contemplated.

**18. CONSULTANT TO OBTAIN HIS OWN INFORMATION:**

The consultant in fixing rate shall for all purposes whatsoever be deemed to have himself independently obtained all necessary information for the purpose of preparing his tender. The consultant shall be deemed to have examined the Contract Documents, to have generally obtained his own information in all matters whatsoever that might affect the carrying out the works at the scheduled rates and to have satisfied himself to the sufficiency to his tender. Any error description of quantity or omission there from shall not vitiate the contract or release the Consultant from executing the work comprised in the contract according to Terms of Reference at the scheduled rates. He is deemed to have known the scope, nature and magnitude of the works and manpower involved etc. and as to what all works he has to complete in accordance with the contract documents whatever be the defects, omissions or errors that may be found in the Contract Documents. He is deemed to have acquainted himself as to his liability for payment of Government taxes and other charges. Any neglect or failure on the part of the Consultant in obtaining necessary and reliable information upon the foregoing or any other matters affecting the contract shall not relieve him from any risk or liabilities or the entire responsibility from completion of the works at the scheduled rates and time in strict accordance with the contract documents.

**19. OWNER NOT BOUND BY PERSONAL REPRESENTATION**

The Consultant shall not be entitled to any increase / or variation on the scheduled rates or any other right or claim whatsoever by reason of any representations, explanations, statements or alleged representation, promise or guarantee given or called to have been given to him by any person.



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**20. TAXES AND DUTIES**

- 20.1. Consultant shall pay any and all taxes including service tax, duties, levies etc. which are payable in relation to the performance of the Contract. The quoted price shall be inclusive of all such taxes and duties as applicable on the due date of the tender.
- 20.2. Any statutory variation in taxes and duties within Contractual Completion period shall be payable by OWNER. In case of introduction of GST, the same shall be payable provided any benefit on account of GST accruing to the consultant should be passed on to the owner.
- 20.3. OWNER shall deduct tax at source at applicable rates, as required by law.

**27. CENVAT / VAT CREDIT**

Bidders shall provide cenvatable invoice to enable OWNER to obtain cenvat credit of Indian Service Tax paid as per Indian Service Tax rules.

**28. PAYMENT TERMS**

The fees payable to the Consultants for providing Consultation Services for Detailed Assessment Study shall be limited to the amount quoted in the tender.

No extra charges shall be payable by BPCL in addition to the quoted fees except the service tax. The service tax shall be paid at the rate at applicable rates at 15% of total fees payable or at the rate applicable from time to time during the contract period.

For the purpose of interim and final payments, the following phasing of fees will be applicable for each State;

<b>Sl. No.</b>	<b>Description</b>	<b>% of fees</b>
i.	On completion of Stage-I Study including submission of report for each state	25% of total fees payable
ii.	On completion of Stage-II Study including submission of preliminary report for each state	50 % of total fees payable
iii.	On submission of Final Report for each state	25% of total fees payable

The quoted fees shall include liasioning charges for obtaining necessary information related to the study. The fees payable shall include fees that may become payable to specialists, the services of whom the Consultants may feel necessary, cost of all prints and other reproductions of documents, travel/ lodging/ boarding expenses of personnel/Consultants in connection with the study. The fees shall also include salaries of personnel engaged, expenses related to air travel, insurance, local transportation etc.



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BPCL shall reimburse only the statutory fees payable to various Authorities for obtaining necessary data related to the study at actuals and/or reimbursed against submission of original receipts / documentary proof. Such charges would be first informed to BPCL before making payment to statutory authorities.

Payment will be released as per the schedule mentioned above and No advance will be paid. No extra payment will be released for making any presentation to BPCL as per our scope of work.

**29. CONTRACT PERIOD**

The completion of Stage-I activities for 3 states & submission of Stage-I report (including changes made, if any, after incorporating comments/ suggestion made by BPCL) should be within a period of 15 days from the date of issue of LOI.

The completion of Stage-II activities for 3 states & submission of Stage-II report should be within a period of 30 days from the date of approval of site centres by BPCL and advising the Consultants.

Based on the comments/suggestions of BPCL on the preliminary report for Stage-II, final report to be submitted within 15 days from the date of receiving comments from BPCL.

The Consultants will be required to submit detailed work schedule in the form of Bar Chart indicating detailed break up of different activities keeping in view the overall time schedule within 7 days from the date of LOI. The Bar Chart shall be prepared keeping in mind the entire scope of work and broadly covering all activities.

**30. EXTENSION OF TIME**

If the Consultant shall desire an extension of the time for completion of the work on the grounds of his having been unavoidably hindered in its execution or on any other grounds, he shall apply in writing to the Officer-in-Charge within two weeks of the date of hindrance on account of which he desires such extension as aforesaid, and the Officer-in-Charge shall if in his opinion (which shall be final), reasonable grounds have been shown thereof, authorize such extension of time as may in his opinion be necessary or proper. In the event of extension of Time of the contract, if granted, the Consultant shall be required to suitably extend the period of Bank Guarantee if submitted, towards security Deposit/retention money suitably.

**31. PRICE REDUCTION CLAUSE**

31.1. Time is the essence of the contract. In case the Consultant fails to complete the whole work within the stipulated period for reasons attributable to him, he shall be liable to reduce his price by 0.5% of the value of contract per week and or part thereof of the delay subject to a maximum of 5% of the value of the contract. The owner shall be at liberty to adjust or deduct the said amount of price reduction from any amount due to the Consultant including Security Deposit.

31.2. The owner shall be at liberty to deduct or retain from any amount payable to the Consultant



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periodically, the proportionate or full amount of price reduction as the case may be for the delay periodically caused by the Consultant.

**32. SUM PAYABLE BY WAY OF COMPENSATION TO BE CONSIDERED AS REASONABLE COMPENSATION WITHOUT REFERENCE TO ACTUAL LOSS**

All sums payable by way of compensation under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damage, which shall have been sustained by the Owner.

**33. TERMINATION/OFFLOADING**

33.1. The Consultant fully understands that timely completion of the work as per the schedule is of paramount necessity as otherwise it would lead to adversely affecting the schedules of other works/project with resultant financial and other losses to the Company/owner. In view of this, the Consultant unconditionally agrees and binds himself to be liable for all the consequences for non-completion of the work within the stipulated time.

33.2. In case a situation is brought about by the Consultant warranting termination/off-loading of the whole or any part of the work for any reason whatsoever, the Company/owner shall have the liberty and right to entrust/engage/award the work so terminated/off loaded at the risk and cost of the Consultant to any other agency/Consultant by adopting any mode of inviting tenders, i.e. open/limited/ single party/negotiation basis etc. in order to ensure completion of the work as per the schedule or at the quickest possible time.

**34. LIABILITIES**

34.1. Without prejudice to any express provision in the contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract.

34.2. Notwithstanding any other provisions, except only in cases of willful misconduct, gross negligence and criminal acts, neither the Consultant nor OWNER shall be liable to each other, in Contract, tort or otherwise, for any consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs.

**35. PROFESSIONAL LIABILITY**

The Consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession.

**36. INDUSTRIAL AND INTELLECTUAL PROPERTY**

36.1. In order to perform the services, Consultant must obtain at its sole account, the necessary assignments, permits and authorizations from the titleholder of the corresponding patents, models, trademarks, names or other protected rights and shall keep the owner harmless and indemnify the owner from and against claims, proceedings, damages, costs and expenses (including but not limited to legal costs) for and/or on account of infringements of said patents, models, trademarks names or other protected rights.





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- 36.2. All documents, report, information, data etc. collected and prepared by Consultant in connection with the scope of work submitted to the owner will be property of the owner.
- 36.3. Consultant shall not be entitled either directly or indirectly to make use of the documents, reports given by the owner for carrying out of any services with any third parties.
- 36.4. Consultant shall not without the prior written consent of the owner be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services.

Bidder shall indemnify BPCL against all loss, cost, damage and expense arising from any claim asserted against BPCL, that the work or part thereof, or any methods, designs or things furnished or specified by Bidder under this Contract, or any use thereof in the reasonable contemplation of the Parties at the time furnished, or any methods, processes or acts employed by Bidder in connection with the performance of its obligations hereunder, constitutes an infringement of any intellectual property right, patent, trade secret, proprietary information, know-how, copyright (statutory or non-statutory), unpatented invention or any unauthorised use of the work of others.

Persons included within Indemnity shall include BPCL, its Affiliates and their respective officers, directors, employees, servants, Bidders and agents, or any of them as the context may require.

All designs, drawings, specifications, data, computer printouts, files, documents, reports, manuals, analyses and all other items produced by Bidder in the performance of the work and identified as deliverables, shall become and remain the property of BPCL, and Bidder shall deliver the same to BPCL in accordance with the provisions of this Contract and in any event upon termination of this Contract and shall be used only for this project.

The "Proprietary Information", shall mean all information which Bidder, directly or indirectly, acquires from BPCL or its Affiliates or from the performance of the work or any other information concerning the technical and business activities and know-how of BPCL or its Affiliates.

Bidder represents that it has a policy and procedure designed to protect trade secret rights and its own proprietary information including notices to its employees to prevent unauthorised copying, publication and disclosure of such information. Bidder agrees that Proprietary Information shall be subject to such policy and procedure. In addition, Bidder agrees that it shall not disclose any Proprietary Information nor use Proprietary Information other than on BPCL's behalf, except as BPCL may otherwise authorise in writing.

Bidder also agrees to safeguard any documents and information which BPCL may provide to Bidder there under. Bidder may make copies of such documents only to the extent necessary for the performance of the Work. On completion of the Work, Bidder agrees to return to BPCL all documents supplied by BPCL and to destroy all copies thereof. Should Bidder, however, desire to retain certain documents and receives BPCL's written approval therefore, Bidder shall treat said documents as it does Proprietary Information.





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Bidder also agrees to enter into written confidentiality agreements with third parties upon BPCL's request and to keep in force confidentiality, agreements concerning third parties' proprietary information, which agreements shall permit Bidder to use such parties' proprietary information in the Work.

It is not BPCL's desire to be afforded access to Bidder's confidential information. It is therefore agreed that any information which Bidder provides to BPCL shall not be subject to any obligation of confidence, (notices on drawings, proposals, graphs, tables, specifications and the like to the contrary notwithstanding), and BPCL shall not be liable for any use or disclosure of any of such information unless such information is the subject of an express written confidentiality agreement between BPCL and Bidder. Bidder also agrees that it will not disclose to BPCL any information which is subject to an obligation of confidence by Bidder to any third persons.

**37. LIENS:**

37.1. If, at any time, there should be evidence or any lien or claim for which the Owner might have become liable and which is chargeable to the consultant, the Owner shall have the right to retain out of any payment then due or thereafter to become due an amount sufficient to completely indemnify the owner against such lien or claim and if such lien or claim be valid the Owner may pay and discharge the same and deduct the amount so paid from any money which may be or may become due and payable to the Consultant. If any lien or claim remain unsettled after all payments are made, the consultant shall refund or pay to the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

37.2. Consultant will not disclose details of the work to any person or persons except those engaged in its performance, and only to the extent required for the particular portion of the work being done. Consultant will not give any items concerning details of the work to the press or a news disseminating agency without prior written approval from Owner.

**38. CONFLICT OF INTEREST**

38.1. The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting or other activities that conflict with the interest of the employer under the contract.

The Consultant appointed by BPCL, shall in no case represent or give opinion or advice to others in any matter which is adverse to the interest of BPCL.

**39. CONFIDENTIALITY**

39.1. OWNER and the Consultant agree to keep confidential (i) the terms and conditions of the Contract (ii) any data/ information related to the Contract which is not in public domain and which may have a material effect on the Contract, and (iii) any opinion, advice, statement, experts' views, documents, technical particulars, etc., provided by OWNER to the Consultant and vice versa. Further, the Consultant and OWNER agree that none of the foregoing matters may be disclosed or referred to publicly or to any third party not concerned with the Contract excluding the Government of India, OWNER or it's authorized assigns or any such other body which has the authority to ask for such information under the law) except in accordance with



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the written authority of the other Party.

- 39.2. The provisions of the clause shall continue to be in force after the termination or completion of Services under the Contract and shall expire after 24 months from termination or completion of service

**40. SUBLETTING AGREEMENT**

The Consultant shall not sublet or assign the work or any part thereof to another party without the written consent of the company and no such subletting or assignment shall relieve the Consultant from the full and entire responsibility of his obligation under this Agreement.

**41. SUSPENSION OF WORKS:**

The Consultant shall, if ordered in writing by the Officer-in-Charge or his representative, temporarily suspend the works or any part thereof for such period and such time as so ordered and shall not, after receiving such written order, proceed with the work therein ordered to be suspended, until he shall have received a written order to proceed therewith. The Consultant shall not be entitled to claim/ compensation for any loss or damage sustained by him by reason of temporary suspension of the works aforesaid. An extension of time for completion, corresponding with the delay caused by any such suspension of the works as aforesaid will be granted to the Consultant, should he apply for the same, provided that suspension was not consequent to any default or failure on the part of the Consultant.

**42. CANCELLATION**

The Company shall at any and all times during the period stipulated for the work, has the right forthwith to cancel this agreement by giving written notice thereof to the Consultant and in such case the Consultant shall be paid for such part of the work as has been executed by him up to the date of cancellation, on the basis of schedule of rates as per Purchase order/Contract and shall be reimbursed by the Company for the cost and expenses incurred by him but which would now be wasted as a direct consequence of the cancellation of the Agreement.

**43. FORCE MAJEURE**

Any delays in or failure of the performance of either party hereto shall not constitute default here under or give rise to any claims for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy expropriation or confiscation of facilities by Govt./authorities, compliances with any order or request of any Government authorities, acts of war, rebellion or sabotage or fires, floods, explosions, riots or strikes. The Consultant shall keep records of the circumstances referred to above and bring these to the notice of Officer-in-Charge in writing immediately on such occurrences.

**44. ARBITRATION:**

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



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- 44.2. In the event the Arbitrator being unable or refusing to act for any reason whatsoever, the said Directors of BPCL shall designate another person to act as an Arbitrator in accordance with the terms of the said Contract/Agreement. The Arbitrator newly appointed shall be entitled to proceed with the reference from the point at which it was left by his predecessor.
- 44.3. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Shareholder of the Corporation.
- 44.4. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and the law applicable to arbitration proceedings will be the Arbitration and Conciliation Act, 1996 or any other enactment in replacement thereof.
- 44.5. The language of the proceedings will be in English and the place of proceedings will be Mumbai.
- 44.6. The parties hereby agree that the Courts in the city of Mumbai alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this Agreement and any Award or Awards made by the Sole Arbitrator hereunder shall be filed, if required, in the concerned Courts in the City of Mumbai alone.
- 44.7. SETTLEMENT OF DISPUTE BETWEEN GOVT. DEPT./PUBLIC SECTOR UNDERTAKINGS IN A PURCHASE OR SERVICE CONTRACT

In the event of any dispute or differences between the VENDOR / CONTRACTOR / SUPPLIER and the OWNER, if the VENDOR / CONTRACTOR / SUPPLIER is a Government Department, a Government Company or a undertaking in the public sector, then in suppression of the afore-mentioned provisions of this clause, stands modified to the following extent:-

All disputes and differences of whatsoever nature arising out of or in relation to this Contract / Agreement or in relation to any subsequent contract / agreement between the parties shall be attempted to be resolved amicably by mutual discussions between the parties. If they are not settled at the implementation level of officers, then these unresolved disputes/ differences will be referred for resolution by discussions with the concerned Director of BPCL and the concerned Director of Vendor/Contractor/Supplier. In case same does not resolve the difference within 30 days, arbitration clause as hereunder would apply.

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



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**45. OPERATION OF CONTRACT**

**45.1. Law Governing:**

Regardless of the place of contracting, place of performance or otherwise, this Agreement, and all amendments, modifications, alterations, or supplements, thereto shall be governed by the laws of India and respective state laws for the nature, validity and interpretation thereof.

**45.2. Jurisdiction:**

The Consultant shall be governed by the Laws in force in INDIA. The Consultant hereby submits to the jurisdiction of the Courts situated at Mumbai, for the purpose of actions and proceedings arising out of the contract and the courts at Mumbai, only will have jurisdiction to hear and decide such actions and proceedings.

**45.3. Non-Waiver of Default:**

Any failure by the Owner or Consultant at any time, or from time to time, to enforce or require the strict keeping and performance of any of the terms or conditions of this agreement, or to exercise a right hereunder, shall not constitute a waiver of such terms, conditions or rights, and shall not affect or impair same, or the right of the Owner or the Consultant, as the case may be at any time to avail itself of same.

**46. NOTICES**

- 46.1. Any notice given by one party to the other pursuant to the CONTRACT shall be sent in writing or by fax, telex/cable confirmed in writing.
- 46.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**47. HOLIDAY LISTING:**

- (a) The following expressions used in this clause shall have the meaning indicated against each of these, unless the context otherwise requires:
  - Agency: "Party/Contractor/Supplier/Vendor/Consultant/Bidder/Licensor" in the context of these guidelines is indicated as 'Agency'; "Party/ Contractor/Supplier/Vendor/ Consultant/bidders/Licensor" shall mean and include a public limited company or a private limited company, a joint venture, Consortium, HUF, a firm whether registered or not, an individual, co-operative society or an association or a group of persons engaged in any commerce, trade, industry etc.
  - Appellate Authority: "Appellate Authority" shall mean the concerned functional Director of BPCL or any other authority nominated by the C & MD. The Appellate authority shall be higher than the "Competent Authority".
  - Competent Authority: "Competent Authority" shall mean the authority, who is competent to take final decision for Banning of business dealings with Agencies, in accordance with these guidelines:
  - The Competent Authority for a Procurement Department which is initiating the Holiday Listing process should be the Regional head (or) SBU / Entity head as the case



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may be relevant to the said Procurement Department, but not below the level of General Manager

- Corporation: "Corporation" means Bharat Petroleum Corporation Ltd. with its Registered Office at Bharat Bhavan-I, 4&6 Currimbhoy Road, Ballard Estate, Mumbai-400001.
- Corrupt Practice: "Corrupt Practice" means the offering, giving, receiving or soliciting, directly or indirectly, anything of value to improperly influence the actions in selection process or in contract execution. "Corrupt Practice" also includes any omission for misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
- Fraudulent Practice: "Fraudulent Practice" means and include any act or omission committed by a agency or with his connivance or by his agent by misrepresenting/ submitting false documents and/ or false information or concealment of facts or to deceive in order to influence a selection process or during execution of contract/ order;
- Collusive Practice : "Collusive Practice" amongst bidders (prior to or after bid submission)" means a scheme or arrangement designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition.
- Coercive Practice: "Coercive practice" means impairing or harming or threatening to impair or harm directly or indirectly, any agency or its property to influence the improperly actions of an agency, obstruction of any investigation or auditing of a procurement process.
- Officer-in-Charge: "Officer –in-Charge (OIC)" or "Engineer-in-Charge (EIC)" shall mean the person (s) designated to act for and on behalf of BPCL for the execution of the work as per requirement of the concerned department.
- Malpractice : Malpractice means any Corrupt Practice, Fraudulent Practice, Collusive Practice or Coercive practice as defined herein;
- Misconduct : "Misconduct" means any act or omission by the Agency, making it liable for action for Holiday Listing as per these guidelines
- Nodal Department: "Nodal Department" means the Department primarily assigned with the role of overseeing the Holiday Listing Process to ensure adherence to guidelines, maintaining, updating and publishing the list of Agencies with whom BPCL has decided to ban business dealings and shall be the Corporate Finance Department.
- Vendor De-listment Committee: "Vendor De-listment Committee" relevant to the procurement department which initiates the holiday listing process would the same as the vendor enlistment Committee as per DR&A of the concerned SBU/Entity.

(b) An Agency may be placed in Holiday List for any one or more of the following circumstances for the period mentioned herein:

i. In the context of its dealings with the Corporation:

S. No	Reasons for holiday listing	Period of holiday listing
1	Indulged in malpractices resulting in financial loss to the Corporation	15years



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2	Submitted fake, false or forged documents / certificates	3years
3	Has substituted materials in lieu of materials supplied by BPCL or has not returned or has unauthorized disposed off materials/documents/drawings/tools or plants or equipment supplied by BPCL	15years
4	Has deliberately violated and circumvented the provisions of labour laws/regulations/rules, safety norms, environmental norms or other statutory requirements	3years
5	Has deliberately indulged in construction and erection of defective works or supply of defective materials	3years
6	has not cleared BPCLs previous dues if applicable	1year
7	Has committed breach of contract or has abandoned the contract	3years
8	Poor performance of the Agency in one or several contracts	1year
9	Has not honoured the fax of award/letter of award/ Contract/ Purchase order after the same is issued by BPCL	1year
10	Withdraws/revises the bid upwards after becoming the L1 bidder	1year
11	Has parted with, leaked or provided confidential/ proprietary information of BPCL to any third party without the prior consent of BPCL	15years

ii. Following additional grounds can also be reasons for Holiday Listing of an agency:

<b>S. No</b>	<b>Reasons for holiday listing</b>	<b>Period of holiday listing</b>
1	If the Agency is or has become bankrupt , OR is being dissolved OR has resolved to be wound up OR if proceedings for winding up or dissolution has been instituted against the Agency	3years
2	Any other ground, including transgression of Integrity Pact, which, in the opinion of the Corporation, makes it undesirable to deal with the Agency; In the case of transgression of Integrity Pact, the same should be substantiated by the verdict of the Independent External Monitor	3years

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

(c) Provision for Appeal

- An agency aggrieved with the decision of the Competent Authority shall have the option of filing an appeal against the decision of the Competent Authority within a maximum of 15 days from the date of receipt of intimation of holiday listing.
- Any appeal filed after expiry of the above period shall not be considered by the Appellate





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Authority;

- On receipt of the Appeal from the Agency, the Appellate Authority, if it so desires, may call for comments from the Competent Authority;
- After receipt of the comments from the Competent Authority, the Appellate Authority, if it so desires, may also give an opportunity for personal hearing, to the Appellant Agency;
- After examining the facts of the case and documents available on record and considering the submissions of the Appellant Agency, the Appellate Authority may pass appropriate order by which the Appellate Authority may either :
  - i. Uphold the decision of Competent authority with or without any variation/lesser period of Holiday Listing; OR
  - ii. Annul the order of the Competent Authority.
- No Appeal is permitted in case an Agency is placed in Holiday List by BPCL, based on Ministry's advice.

(d) Effect of Holiday Listing

- No enquiry/bid/tender shall be entertained with an Agency as long as the 'Agency' name appears in the Holiday list.
- If an 'Agency' is put on the Holiday list during tendering:
  - i. If an 'Agency' is put on Holiday List after issue of the enquiry/bid/tender but before opening of the un-priced bid, the un-priced bid of the 'Agency' shall not be opened and BG/EMD, if submitted by the 'Agency' shall be returned. If an 'Agency' is put on Holiday List after un-priced bid opening but before price bid opening, the price bid of the 'Agency' shall not be opened and BG/EMD submitted by the 'Agency' shall be returned .
  - ii. If an 'Agency' is put on Holiday List after opening of price bid but before finalization of the tender, the offer of the 'Agency' shall be ignored and will not be further evaluated and the BG/EMD if any submitted by the 'Agency' shall be returned, The 'Agency' will not be considered for issue of order even if the 'Agency' is the lowest(L1). In such situation next lowest shall be considered as L1;
  - iii. If contract with the 'Agency' concerned is in operation, (including cases where contract has already been awarded before decision of holiday listing) normally order for Holiday Listing from business dealings cannot affect the contract, because contract is a legal document and unless the same is terminated in terms of the contract, unilateral termination will amount to breach and will have civil consequences.

(e) Revocation of suspension order

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

The entire guidelines and procedures for Holiday Listing are available in BPCL website and they can be accessed @ <http://bharatpetroleum.in/pdf/holidaylistingpolicyfinal.pdf>.



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**ANNEXURE – IV**

**Instructions to Bidders**

1. Interested parties may download the tender from BPCL website (<http://www.bharatpetroleum.in>) or the CPP portal (<http://eprocure.gov.in>) or from the e-tendering website (<https://bpclproc.in>) and participate in the tender as per the instructions given therein, on or before the due date of the tender. The tender available on the BPCL website and the CPP portal can be downloaded for reading purpose only. For participation in the tender, please fill up the tender online on the e-tender system available on <https://bpclproc.in>.
2. **Corrigendum/ Amendment**, if any, shall be notified on the site <https://bpclproc.in>. In case any Corrigendum/ Amendment is issued after the submission of the bid, then such vendors who have submitted their bids, shall be intimated about the Corrigendum/ Amendment by a system-generated email. It shall be assumed that the information contained therein has been taken into account by the vendor. They have the choice of making changes in their bid before the due date and time.
3. To maintain secrecy and security of bids and the data exchanged, the system operates with the "Digitally signed Certificate" from buyer as well as seller. Data exchanged in the system shall have double encryption which is enabled by a "Digitally signed Certificate". This ensures maximum possible security and the bids can be viewed only after the tender opening by BPCL / Service provider / participating vendors.
4. As a pre-requisite for participation in the tender, vendors are required to obtain a valid Digital Certificate of **Class IIB** and above (having both signing and encryption certificates) as per Indian IT Act from the Licensed Certifying Authorities operating under the Root Certifying Authority of India (RCIA), Controller of Certifying Authorities (CCA). **The cost of obtaining the digital certificate shall be borne by the vendor.**
5. In case any vendor so desires, he may contact our e-procurement service provider M/s. **E-Procurement Technologies Ltd.**, Ahmedabad (Contact no. Tel: +91 79 4001 6868) for obtaining the **Digital Signature Certificate**.
6. Directions for submitting online offers, electronically, against e-procurement tenders directly through internet:
  - (i) Vendors are advised to log on to the website (<https://bpclproc.in>) and arrange to register themselves at the earliest.
  - (ii) The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.
  - (iii) Bidders are advised in their own interest to ensure that their bids are submitted in e-Procurement system well **before the closing date and time of bid**. If the bidder intends to change/revise the bid already entered, he may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids.
  - (iv) Bids / Offers shall not be permitted in e-procurement system after the due date / time of tender. Hence, no bid can be submitted after the due date and time of submission has elapsed.
  - (v) No manual bids/offers along with electronic bids/offers shall be permitted.





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7. The entire tender document along with Annexure, Bid Qualification Criteria (if any), Techno-commercial and other Details, Price Bid as well as all the uploaded documents shall form the part of the tender. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Tenderers are requested to carefully study all the documents/ annexure and understand the conditions, specifications etc, before submitting the tender and quoting rates. In case of doubt, written clarifications should be obtained, but this shall not be a justification for request for extension of due date for submission of bids.

**8. Earnest Money Deposit (EMD)**

- a) The bidder shall submit an interest-free Earnest Money Deposit of **Rs. 1 lakh (Rupees One lakh only)** by crossed account payee **Demand Draft** drawn on any nationalised/ scheduled bank in favour of **"BHARAT PETROLEUM CORPORATION LTD"** payable at **Mumbai**.
- b) EMD should be submitted in **physical form** in a sealed cover addressed to **Procurement Leader (CPO)**, boldly super-scribed on the outer cover –
- CRFO number
  - Item
  - Closing date/Time
  - Name of the tenderer

It should be dropped in the tender box or sent by Registered Post/Courier to the following address so as to reach on or before the due date & time of the tender:

**Central Procurement Organization (Marketing),  
'A' Installation, Sewree Fort Road,  
Sewree, Mumbai-400015**

BPCL will not be responsible for non-receipt of instrument(s) due to postal delay/loss in transit etc.

- c) Cheques, cash, Money Orders, Fixed deposit Receipts, Bank guarantees etc. towards EMD are not acceptable. Similarly, request for adjustment against any previously deposited EMD/Pending Dues/Bills/Security Deposits of other contracts etc. will not be accepted towards EMD.
- d) Bid received without the EMD is liable to be rejected.
- e) Units registered with National Small Industries Corporation (NSIC) and/or Micro or Small Enterprises (MSE) are exempted from payment of EMD, subject to :
- The unit being registered with NSIC for the item tendered.
  - Registration certificate being valid as on date of quotation.

Such bidders must upload a photocopy of valid NSIC Registration Certificate/ Review certificate duly attested by a gazetted officer/notarised, (photocopy of application for registration as NSIC or for renewal will not be acceptable) and/or a valid MSE registration with any notified body specified by Ministry of Micro, Small and Medium Enterprises, failing which such bid will be treated as bid received without EMD and liable to be rejected.

- f) Registration with DGS&D will not entitle the tenderer to claim exemption from payment of EMD.
- g) EMD is liable to be forfeited (in addition to "Holiday Listing" as applicable in line with clause 39 of Contract Terms and Conditions) in the event of:
- i. Withdrawal of offers during the validity period of the offer.
  - ii. Non-acceptance of LOI/order, if and when placed.
  - iii. Any unilateral revision in the offer made by the tenderer during the validity of the offer.



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h) EMD shall be refunded to all the unsuccessful bidders after finalization of order on all successful bidder(s).

9. Bidders are required to **complete the following process online** on or before the due date of closing of the tender:

**A. Techno-Commercial bid**

a. Accept the contents of the following annexures barring deviations notified in the forms provided for this purpose:

- |                                    |                |
|------------------------------------|----------------|
| (i) Terms of Reference             | - Annexure II  |
| (ii) Contract Terms and Conditions | - Annexure III |

b. Accept the contents of the following annexures in toto by clicking on the button provided on the screen below each one of them:

- |                                 |               |
|---------------------------------|---------------|
| (i) Bid Qualification Criterion | - Annexure I  |
| (ii) Instructions to bidders    | - Annexure IV |

c. Upload all the BQC documents as follows:

- (i) Copies of signed Agreement / Work order / Purchase order/ acknowledged final report or any other document to prove the scope of completed works against the order to the satisfaction of BPCL. The bidder should also submit suitable evidence for completion of the work in the form of completion certificate etc. BPCL reserves the right to verify the originals of the documents submitted. as proof for proven track record
- (ii) Audited Balance Sheets and Profit & Loss accounts of the vendor for the previous available three consecutive accounting years prior to the due date of bid submission (English language only).

All the supporting documents should be legible and duly signed, stamped and attested by the authorized signatory, before uploading them online.

d. Fill in the Vendor Master Details online and upload the mandatory documents like Incorporation certificate, Pan card, Service tax registration, MSME certificate etc.

e. Submit the EMD [if applicable] in physical form or upload a copy of NSIC/MSE Registration Document (all the pages of the EM-II Certificate [Part – II Memorandum]) issued by appropriate authority, as proof of exemption thereof

If the vendor intends to change/ revise the bid already submitted, they shall have to withdraw their bid already submitted, change/ revise the bid and submit once again. However, if the vendor is not able to complete the submission of the changed/ revised bid within due date & time, the system would consider it as no bid has been received from the vendor against the tender and consequently the vendor will be out of contention. The process of change/ revise may do so any number of times till the due date and time of submission deadline. However, no bid can be modified after the deadline for submission of bids. Once the entire process of online bid submission is complete, bidders will get an auto mail from the system stating they have successfully submitted their bid in the following tender with tender details.

10. **Price Bid:** Bidders are required to submit the price bid online for the state/ states where they are interested to participate. Bidders need to enter the Basic rate state wise and applicable service tax in percentage on the Basic rate.

11. No responsibility will be taken by BPCL and/or the e-procurement service provider for any delay due to connectivity and availability of website. They shall not have any liability to bidders for any interruption or delay in access to the site irrespective of the cause. Vendors are advised to start filling up the tenders much before the due date/ time so that sufficient time is available with him/ her to get acquainted with all the steps and seek help if they so require. It should be noted that the bids become viewable only after opening of the bids on/ after the due date/ time. Please be reassured that your bid will be viewable only to you and nobody else (including E-Tendering



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Service Provider as well as BPCL Officials) till the tender is opened. BPCL and/or the E-Procurement Service Provider shall not be responsible for any direct or indirect loss or damages and or consequential damages, arising out of the bidding process including but not limited to systems problems, inability to use the system, loss of electronic information etc. No claims on this account shall be entertained.

**12. ACCEPTANCE OF BIDS BY THE CORPORATION:**

For qualifying in the techno-commercial bid,

- a. BPCL should have received the EMD submitted by the bidder or proof of exemption therefrom
- b. Bidder should not have been debarred or holiday listed by BPCL and/or Oil PSEs and/or MOP&NG for a period that is not over as on the due date of this tender
- c. Bidder should have completed the entire bidding process, uploaded the Integrity pact duly signed & witnessed and the deviations mentioned by him should be acceptable to the corporation
- d. Bidder should meet the entire bid qualification criteria

Price bid of only those vendors would be opened who qualify in the Techno-commercial bid.

13. BPCL reserves the right to accept any offer in whole or part or reject any or all offers without assigning any reason. We are also not bound to accept the lowest Bid. No counter terms and conditions shall be acceptable to us.
14. It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of Tender and the successful Vendor shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. No advantage is to be taken either by the Corporation or the Vendor of any clerical error or mistake may occur in the general specification, schedules and plans.
15. If any of the information submitted by the tenderer is found to be incorrect at any time including the contract period, BPCL reserves the right to reject the tender/ terminate the contract and reserves all rights and remedies available.
16. Vendors are advised not to enclose unwanted and unasked documents with the tender. Any such documents if received shall not be considered.
17. A tender may not be considered, if BPCL is unable to evaluate that offer for want of any Information.



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(FORMAT)

**Relevant Experience & Track Record of the Firm**

A brief description of the organization and the jobs of similar nature carried out in the last 7 years.

From:.....

To: .....

A. Brief description of the organization:

1. Name of the Organization
2. Nature of the Organization
3. Business/Profession and number of years in the business
4. Number of staff
5. Registration
6. Affiliation with national and international professional/financial bodies.
7. Annual Turnover (last three years i.e. 2013-14, 2014-15, 2015-16)
8. Any other relevant information

Assignments carried out in the last 7 years (The following information should be given in respect of each assignment separately.)

1. Title of assignment
2. Objective of assignment
3. Narrative description of the assignment.
4. Name of the client
5. Address with phone numbers
6. Commencement and completion of the assignment
7. Number of man months as well as the duration period for completion of assignment
8. Outcome of the assignment.
9. Contract value of the assignment
10. Any other relevant information.

Yours faithfully,

Signature: .....

Full Name: .....

Designation: .....

Address: .....



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## ANNEXURE – V

### Schedule of Quantities (To Be Submitted Online only)

Bharat Petroleum Corporation Limited proposes to carry out Assessment of Biomass Availability in the states of Maharashtra, Madhya Pradesh & Odisha. Fees to be quoted for each state as mentioned below;

S. No.	Description	Unit	Qty.	Amount (Rs.)
i.	Maharashtra	LS	1	
ii.	Madhya Pradesh	LS	1	
iii.	Odisha	LS	1	
			Total (Rs.)	
			Service Tax	
			Grand Total (Rs.)	