

Tender No.: ETHANOL/JT-INDUSTRY/PT-SR/16 Due Date & Time: 23.07.2009 at 11.00 Hrs.		Page 1 of 59
	SUPPLY OF INDIGENOUS ANHYDROUS ETHANOL TO VARIOUS LOCATIONS IN THE STATE OF KARNATAKA.	



TENDER FOR SUPPLY OF INDIGENOUS ANHYDROUS
ETHANOL TO VARIOUS LOCATIONS IN THE STATE OF
KARNATAKA

TENDER NO.: ETHANOL/JT-INDUSTRY/PT-SR/16

DUE DATE: 23.07.2009
TIME: 11.00 HRS

DY.GENERAL MANAGER LOGISTICS (RETAIL) SOUTH,
BHARAT PETROLEUM CORPORATION LTD.,
1, RANGANATHAN GARDEN,
OFF. 11TH MAIN ROAD, ANNA NAGAR (WEST),
CHENNAI – 600 040.

SEAL

SIGNATURE OF TENDERER

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PART – B: PRICE BID

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Note: All pages to be signed & stamped by the tenderer before submission.

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PART – A: TECHNICAL / COMMERCIAL BID

NOTICE INVITING TENDER

INDIAN OIL CORPORATION LIMITED (IOC), BHARAT PETROLEUM CORPORATION LIMITED (BPC), HINDUSTAN PETROLEUM CORPORATION LIMITED (HPC), public sector enterprises, invite sealed tenders under Two-Bid System i.e. Technical Bid and Price Bid from Ethanol Manufacturers in India producing ethanol from sugarcane/ molasses and having valid ethanol manufacturing licence issued by State Excise Authority for supply of indigenous Anhydrous Ethanol to various Depots/ Terminals of IOC/ BPC/ HPC in the State of Karnataka for the period of 1 year with effect from 01.11.2009 and extendable for a further period of 1 year more on mutual consent.

I. SCOPE OF WORK:

Indigenous Anhydrous Ethanol conforming to specification IS 15464:2004 detailed in the tender has to be supplied through Tank Truck on delivered basis to the Oil Company Depots/ Terminals as mentioned in the tender document.

Approximate requirement for 1 year in Kilo Litres (KL):

IOC	BPC	HPC	Total
28902	18067	15600	62569

(Location-wise annual requirement for each Company is given in the tender document.)

II. TENDER DOCUMENTS:

The tender document (not transferable) can be obtained from Dy. General Manager Logistics (Retail) South, Bharat Petroleum Corporation Ltd., No.1, Ranganathan Gardens, Off. 11th Main Road, Anna Nagar(West), Chennai-600 040 on payment of Rs. 1000/- (Rupees one thousand only) (non-refundable) by Banker's Cheque/ Demand Draft drawn on any Scheduled Bank in favour of Bharat Petroleum Corporation Ltd., payable at Chennai, before 17.00 Hrs on any working day commencing from 01.07.2009 to 22.07.2009.

The tender document can also be downloaded from www.bharatpetroleum.in Tender document downloaded from website should be submitted along with DD (Non-refundable) of Rs.1000/- per set drawn on any scheduled bank in favour of Bharat Petroleum Corporation Ltd., payable at Chennai. Tender documents, which are downloaded from website, not submitted with DD of Rs. 1000/- per set, shall be rejected.

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Particulars	Date & time
Commencement for selling of tender document	01.07.2009 - 10.00 Hrs.
Last date & time for selling the tender documents	22.07.2009 – 17.00 Hrs.
Last date & time for submission of the tender documents	23.07.2009 – 11.00 Hrs.
Opening date & time for the tender documents	23.07.2009 – 11.30 Hrs.

III. EARNEST MONEY DEPOSIT (EMD):

Tenderer shall pay EMD of Rs. 5,00,000/-(Rupees Five lacs only) per tender. Separate EMD shall be payable for each tender. Tender submitted without requisite EMD shall be rejected.

IV. GENERAL:

1. The manufacturing unit of the tenderer must be ready in all respects for production of indigenous Anhydrous Ethanol as per specification given in the tender document and must have valid ethanol manufacturing licence issued by State Excise Authority along with all other applicable statutory licenses/ approvals as on the date of opening of the tender. Any violation of this condition would amount to breach of contract on tenderer's part entitling the Oil Companies to all rights and remedies available thereof including termination of contract.
2. Small scale units registered with National Small Industries Corporation (NSIC) for subject tendered item (subject to production of valid NSIC certificate) and public sector undertakings are exempted from payment of EMD. NSIC units are also exempted from payment of tender document fee.
3. Tenderers willing to participate in the tender shall have to necessarily sign the Integrity Pact Agreement attached with the tender document and submit along with the Technical/ Commercial Bid.
4. The incomplete tender/ tender without requisite EMD will be rejected. The Oil Companies reserve the right to reject any tender or all the tenders or cancel this tender without assigning any reasons whatsoever.
5. The completed tenders should be dropped in the tender box provided at the address given below on or before 11.00 hours on 23.07.2009. Oil Companies will not be responsible for loss or late/ non-receipt of completed tenders sent by any other mode.

DY.GENERAL MANAGER LOGISTICS (RETAIL) SOUTH,
BHARAT PETROLEUM CORPORATION LTD.,
1, RANGANATHAN GARDEN,
OFF. 11TH MAIN ROAD, ANNA NAGAR (WEST),
CHENNAI – 600 040.

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INSTRUCTIONS/ GUIDELINES TO TENDERERS

1. Tender documents shall remain the property of the Bharat Petroleum Corporation Limited. Not more than 2 (two) copies of the tender documents will be issued to any one intending tenderer, unless otherwise specified. The tender document issued to one party cannot be transferred to or used by another party without the specific written permission of the tender issuing authority.
2. The tender shall be completely filled in all respects and shall be submitted together with requisite information and annexure. Any tender incomplete in particulars shall be liable to be rejected.
3. Pre bid meeting with the vendors who have collected/ down loaded tender document shall be held on 14.07.2009 at 14.00 Hrs at the following venue. Vendors have to produce tender document at the time of entry to the pre bid meeting.

BHARAT PETROLEUM CORPORATION LTD.,
1, RANGANATHAN GARDEN,
OFF. 11TH MAIN ROAD, ANNA NAGAR (WEST),
CHENNAI – 600 040.

4. If the space in the tender or any schedule or annexure thereof is insufficient, additional sheets shall be used. These additional sheets shall be serially numbered and also shall carry the tender document number and shall be signed by the tenderer and entered in the contents page of the tender document.
5. The tenders shall be opened on the date and at the time as specified in the tender or as soon thereafter as convenient, in the presence of such tenderers as may be present. Tenders received after due date and time shall not be considered.
6. Tenderers shall set their quotations in firm figures and without qualifications or variations or additions in the terms of tender documents. Tenders containing qualifying expressions such as "subject to minimum acceptance" or "subject to prior sale", or any other qualifying expression or incorporating terms and conditions at variance with the terms and conditions incorporated in the tender documents shall be liable to be rejected.
7. The tenders, as submitted, shall consist of the following along with Technical Bid in envelop marked as 'A':
 - i. Complete set of tender documents (including addenda, if any) duly filled in and signed by the tenderers as prescribed in different clauses of the tender documents.
 - ii. Copies (acknowledged copy) of the latest Income Tax Return Filed.

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- iii. Audited copy of latest balance sheet and financial report.
- iv. Copies of valid ethanol manufacturing license issued by State Excise Authority along with all other applicable licenses and statutory approvals for the Ethanol manufacturing plants of the tenderer.
- v. Copies of valid licence(s)/ registration certificate(s) issued by Central/ State Government as proof to establish production of ethanol from sugarcane/ molasses.
- vi. EMD instrument if applicable or attested copy of valid NSIC certificate.
- vii. Details of relationship with Directors/ Employees of IOC/ BPC/ HPC.
- viii. Current Solvency certificate in the enclosed format.
- ix. Copy of Company Registration Certificate.
- x. Copy of Partnership Deed and Memorandum of Association.
- xi. Copy of Factory License.
- xii. Copy of Registration with Excise.
- xiii. Statement of Credentials.
- xiv. Power of Attorney or other proof of authority, in favour of the person who has signed the tender (or copy thereof duly attested by a Gazetted Officer).

Documents to be submitted along with Price Bid:

Only Price offer in the given FORMAT duly signed and stamped should be enclosed in the Price Bid envelope marked as 'B'.

8. This tender is to be submitted in the following manner:
 - a. The first part consists of Technical Bid (marked as Part – A) with commercial terms without price and is to be inserted in envelope 'A' along with documents required as per tender terms and conditions. Documents submitted should be duly filled, signed and stamped. In case EMD instrument is not submitted with the Technical Bid, the offer will be rejected. Enclose photocopy of the cash receipt for payment for purchase of tender document. In case tender document is downloaded from website then enclose DD of Rs. 1,000/-. The DD should be drawn on a scheduled Bank payable at Chennai in favour of M/s Bharat Petroleum Corporation Ltd.
 - b. The second part consists of Price Bid (marked as Part – B), in which the tenderers are required to quote the rates in the format given in the tender. The Price Bid is to be inserted in envelope 'B' marked as price bid.
 - c. Both the envelopes 'A' and 'B' as above are to be sealed individually and are to be inserted in envelope 'C'. The envelope 'C' to be sealed and should be dropped in tender box kept at The Office of Bharat Petroleum Corporation Ltd., No.1, Ranganathan Gardens, Off. 11th Main Road, Anna Nagar(West), Chennai-600 040 on or before the due date and time.

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Only the Technical Bid with commercial terms shall be opened on the scheduled date. The date of opening of price bid of technically qualified tenderers shall be intimated separately.

9. Sealing of envelopes:

Envelope 'A' containing all the documents of the Technical bid and envelope 'B' containing Price bid should be pasted and stapled at both the ends. Both the envelopes should be signed with rubber stamp of the tenderer to be affixed overlapping the flaps sealed and over the center seam. The transparent adhesive tapes should be put partly covering the sign and stamp at both the ends and also on the center seam.

After sealing envelope 'A' and envelope 'B' properly as mentioned above, both these envelopes 'A' and 'B', should be inserted in bigger envelope 'C'. Then the envelope 'C' containing envelopes 'A' and 'B' should also be sealed in the similar way as done for envelopes 'A' and 'B'.

10. (a) Oil Companies reserves the right to reject, accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.

(b) Although ordinarily the lowest responsive bid amongst the bids submitted by tenderers and considered by the Oil Companies as qualified and competent shall be preferred, Oil Companies reserve the right not to accept the lowest bid if in its opinion, this would not be in the interest of the work.

(c) Oil Companies reserve the right to split the work between two or more successful tenderers.

11. Signing of Tender Document:

(i) Tenderer must sign each and every page of the tender document with official seal.

(ii) The person signing the tender document must be authorized by the competent authority. The power of attorney or authorization or other document constituting adequate proof of the ability of the signatory to bind the tenderer shall be annexed to the tender. Oil Companies may reject outright any tender unsupported by adequate proof of the signatory's authority.

12. Oil Companies may, at their discretion, call for technical clarification or any other clarifications required, from any Tenderer(s), in respect of his/their tender(s).

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OIL COMPANY-WISE / LOCATION-WISE REQUIREMENT

ALL QUANTITIES ARE IN KILO LITRE

LOCATION	IOC	HPC	BPC	TOTAL
Raichur	0	0	374	374
Hassan	0	5739	0	5739
Mysore	2325	0	1627	3952
Gulburga/Nandur	1200	1042	0	2242
Bijapur	1550	0	0	1550
Desur/Belgaum	2675	624	3860	7159
Navalur/Hubli	1807	897	0	2704
Devanagonthi (Bangalore)	14057	6199	9310	29566
Mangalore	5288	1099	2896	9283
TOTAL	28902	15600	18067	62569

The above requirement is tentative and may vary depending upon actual requirement.

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ADDRESS OF OIL COMPANY LOCATIONS WHERE SUPPLY TO BE MADE

LOCATION	IOC	BPC	HPC
Raichur	--	RAICHUR DEPOT, GOODS SHED ROAD, RAICHUR KARNATAKA - 584101	--
Hassan	--	--	HASSAN POL TERMINAL POST BOX NO. 119, PLOT 1-A KIADB INDUSTRIAL AREA MYSORE ROAD, HASSAN – 573 201
Mysore	MYSOREDEPOT, NO.118, METAGALLI, BEHIND FCI GODOWN, MYSORE- 570 016	MYSORE DEPOT, BEHIND FCI GODOWN, MYSORE KARNATAKA - 570016	--
Gulbarga/Nandur	GULBARGA/NANDURDEPOT , KIADB IND. LAYOUT POST -B AT NANDUR -K VIA SHABAD GULBARGA.-585229	--	KIADB INDUSTRIAL AREA, SHAHABAD ROAD GULBARGA – 585 228 KARNATAKA
Bijapur	BIJAPUR DEPOT NH-13, SPINNING MILL ROAD, NEAR RAILWAY STATION, BIJAPUR - 586101	--	--
Desur/Belgaum	DESUR/BELGAUM DEPOT NEAR DESUR RAILWAY STATION, DESUR BELGAUM- 590014	DESUR DEPOT, NEAR DESUR RAILWAY STATION, VILLAGE ZADSHAPUR, DESUR,BELGAUM KARNATAKA - 590014	RANI CHENNAMA NAGAR P.B.No. 529 SAMBHAJI ROAD BELGAUM – 590 006 KARNATAKA
Navalur/Hubli	NAVALUR/HUBLI DEPOT : , POONA BANGALORE ROAD, BEHIND NGEF, RAYAPUR P.O.), DHARWAD- 580 009	--	47 RAYAPUR INDUSTRIAL AREA POST SATTUR VILLAGE NAVALUR KARNATAKA
Devanagonthi (Bangalore)	DEVANAGONTHI TERMINAL: , NEAR DEVANAGUNTHI RAILWAY STATION, DEVANAGONTHI VILLAGE, HOSEKOTE TALUK, BANGALORE- 560 067	DEVANAGONTHI INSTALLATION, NEAR RAILWAY STATION, DEVANAGONTHI (VIA)KADUGODI, HOSAKOTE TAL BANGALORE KARNATAKA - 560067	DEVANGONTHI TAL HASKOTE NULL BANGALORE – 560 067 KARNATAKA
Mangalore	MANGALORE TERMINAL PANAMBUR, MANGALORE- 575 010.	MANGALORE INSTALLATION, NEAR AMPC YARD, OFF-NH-17, BAIKAMPADI, MANGALORE KARNATAKA - 575011	MANGALORE MAPOL TERMINAL VILLAGE BALA, VIA KATIPALLA MANGALORE – 575 030 KARNATAKA

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TENDER TERMS AND CONDITIONS

1. GENERAL:
 - i. The manufacturing unit of the tenderer must be ready in all respects for production of indigenous Anhydrous Ethanol as per specification given in the tender document and must have valid ethanol manufacturing licence issued by State Excise Authority along with all other applicable statutory licenses/ approvals as on the date of opening of this tender. The ethanol manufacturers in India producing ethanol from sugarcane/ molasses are only eligible to participate for this tender. Any violations of these conditions would amount to breach of contract on tenderer's part entitling the Oil Companies to all rights and remedies available thereof including termination of contract.
 - ii. The tenderer should offer ethanol quantity period-wise as mentioned in the tender document.
 - iii. Small scale units registered with National Small Industries Corporation (NSIC) for subject tendered item (subject to production of valid NSIC certificate) and public sector undertakings are exempted from payment of EMD. NSIC units are also exempted from payment of tender document fee.
 - iv. Incomplete tender/ tender without requisite EMD will be rejected. The Oil Companies reserve the right to reject any tender or all the tenders or cancel this tender without assigning any reasons whatsoever.
 - v. The completed tenders should be dropped in the tender box provided at the address given below on or before 11.00 Hours on 23.07.2009. Oil Companies will not be responsible for loss or late/ non-receipt of completed tenders sent by any other mode.
 - vi. Before submitting the tender, each page of these conditions/ tender documents must be signed by the tenderer over the firm's seal, in token of their acceptance of the same.
 - vii. Tender should be submitted only in the prescribed form issued by the Oil Companies. Tender document is non-transferable and can be submitted only by the party on whose name it is issued. Violation of this will automatically debar the tenderer from consideration.
 - viii. All entries should be made in ink or typed. Tenderer should attest any correction over the firm's seal. Over-writing will not be accepted. Incorrect words / figures should be crossed and correct figures be re-written. Conditional tender will be considered as invalid.

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- ix. Relatives of an officer responsible for award and execution of this contract in the Oil Companies are not permitted to quote. Tenderers shall be obliged to intimate the names of persons who are relatives of any officer of the Oil Companies and who are working with the tenderer in their employment or are subsequently employed by them.
- x. A retired officer of the Oil Companies cannot bid within 2 years of retirement without obtaining written permission from GM (HR/HRD), HO. A copy of such permission from GM (HR/HRD), HO, should be attached with the tender. Any violation of this condition even if detected subsequent to the award of contract would amount to breach of contract on tenderer's part entitling the Oil Companies to all rights and remedies available thereof.
- xi. All rates quoted should be both in words and figures. In case of any difference between the two, the rates quoted in words would be considered as final and authentic.
- xii. Rates offered would be valid and binding on the tenderer up to 90 days from the date of opening of technical bids unless extended by mutual consent in writing. Breach of this provision will entail forfeiture of the Earnest Money Deposit. Once the offer is accepted, and the LOI/ Purchase Order is placed on the successful party, the rates shall remain valid till the entire contract period.
- xiii. The Oil Companies will have the option to increase the quantity indicated in this tender by 10% and the suppliers will supply the enhanced quantity at the same rates, terms & conditions.
- xiv. In the event of resitement or change of loading location of the Company, the same rates, terms and conditions applicable to the old location shall apply to the new location. Transportation charges shall be applicable at actual, based on distance of new location.
- xv. The Oil Companies reserve the right, at their sole discretion, and without assigning any reason whatsoever, to:
 - a. Divide the work among the tenderers at the discretion of the Oil Companies;
 - b. Reject any or all tenders either in full or in part, without assigning any reason whatsoever; and
 - c. Engage additional suppliers at any time without giving any notice whatsoever to the suppliers already appointed against this tender.

2. CRITERIA FOR ACCEPTANCE OF TENDER:

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- i. Manufacturing unit of the tenderer must have valid ethanol manufacturing licence issued by State Excise Authority along with all other applicable statutory licences/ approvals as on the date of opening of tender.
- ii. Tenderer shall submit ethanol manufacturing licence(s)/ registration certificate(s) issued by Central/ State Government as proof to establish production of ethanol from sugarcane/ molasses.
- iii. Manufacturing unit of the tenderer must be ready in all respects for production of indigenous Anhydrous Ethanol as per specifications given in the tender document.
- iv. Manufacturing capacity of the plant as certified by State Excise Dept. only will be considered for awarding business.
- v. Existing suppliers will be considered only if they have surplus capacity. The tenderer should indicate the quantity already tied-up.
- vi. The manufacturer should use denaturant as specified in the tender document and endorsement to this effect on the delivery documents should be obtained from State Excise Authorities.
- vii. Tender with valid EMD/ NISC certificate shall only be accepted.
- viii. Tenderer who have been blacklisted/ put on holiday list by any of Govt. Organization/ Public Sector undertaking for breach of contract shall not be considered.
- ix. Tenderers participating in the tender shall have to necessarily sign the Integrity Pact Agreement attached with the tender document and to be submitted along with the Technical/ Commercial Bid.

3. EVALUATION CRITERIA:

Price bids of only the technically qualified tenderers, based on technical evaluation, will be opened on a notified date. For finalizing the tender quantities, following steps will be followed:

- i. Location-wise landed rate of ethanol per KL quoted in price bid by technically successful tenderers will be tabulated in an ascending order. The ranking of the tenderers shall be based on the lowest cost to the company i.e. the lowest rate shall be treated as L-1 rate for that location. The next lowest rate shall be treated as L-2 for that location and so on.
- ii. In the event taxes/ levies mentioned in the rate breakup of the price bid by the tenderer is less than the prevailing taxes/ levies as applicable, it shall be construed that the tenderer is absorbing such taxes/ levies and in the event taxes/ levies mentioned in the rate breakup of the price bid by the tenderer is more than the prevailing taxes/ levies as applicable then offers shall be evaluated considering prevailing taxes/ levies as applicable. Tenderer shall ensure that landed rate quoted shall match with the sum total of the rate breakups given in the price bid. In the event of difference between landed rate

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quoted and sum total of rate breakup then the lower rate between these two shall be considered for evaluation.

- iii. If L-1 rate is found reasonable, then the ethanol quantity offered by the L-1 tenderers will be allocated up to the quantity offered by them and till the requirement at the location is met.
- iv. In case, rates offered by L-1 tenderers are on higher side, negotiations/ counter offer exercise will be carried out with such tenderers. Ethanol quantity offered by these tenderers will be allocated at the revised rates accepted by them during negotiations/ counter offers.
- v. In case, ethanol quantity offered by L-1 tenderers is not meeting full requirement then negotiations/ counter offer exercise will be continued with the other tenderers in order of their ranking till full requirement of ethanol is met at L-1 rate.
- vi. In case requirement is not met by the ethanol quantity offered by the tenderers who accept L-1 rate, negotiations/ counter offer exercise shall be carried out with the remaining tenderers and ethanol quantity offered by these tenders shall be allocated at the revised rates accepted by them in order of their original ranking till the requirement is met.
- vii. If the tenderers participating in the negotiations do not revise their quotation or are not agreeable to match the lowest price, but offer a rate higher than the lowest and less than their original offer, orders may be placed on those tenderers at rates agreed by them during negotiation.
- viii. If tenderers who are not originally lowest, offer rates lower than the originally lowest rates, order may be placed at those rates, but original ranking of the tenderers will be considered while apportioning the quantity to be ordered.
- ix. If the tenderers called for negotiations do not give revised offer or do not attend negotiation meeting, then original quotation given by them will be considered for evaluation.
- x. In case ethanol quantity offered by the technically qualified tenderers in any ranking is more than the requirement, then allocation of ethanol quantity will be made on prorata basis depending on the quantity offered by the tenderers.

4. NEGOTIATION:

- i. Oil Companies reserve the right to negotiate with any or all tenderers.
- ii. Tenderers may be required to visit Regional Office/ State Office or any other Office of the Oil Companies for negotiations/ verifications of documents, entirely at the cost of the tenderers.

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iii. Only the proprietor of the firm or the only authorized representative of the firm must personally attend such negotiations, as commitments made and or clarifications given during negotiations will be binding on the tenderer/s. He/ She should carry the necessary authorization to attend such negotiations and hand over a photocopy of the same to the Oil Company's representative/s participating in negotiations.

5. EARNEST MONEY DEPOSIT: Rs.5,00,000/- (Rupees Five Lacs only)

i. Mode of Payment: EMD in following mode to be submitted along with the offer:

Pay order/ Demand Draft/ Bank Guarantee drawn on scheduled bank in favour of M/s Bharat Petroleum Corporation Ltd., payable at Chennai.

Note: EMD in form of cash/ cheques shall not be accepted. No interest shall be payable on EMD.

ii. Exemption of EMD: Following establishments are exempted from the payment of EMD.

- a. Public Sector undertakings – State or Central.
- b. Small-scale industrial unit registered with National Small Industries Corporation (NSIC) subject to production of NSIC certificate covering the items offered and valid on the date of consideration. The copy of NSIC registration certificate along with stores listed should be submitted with the offer.

iii. Refund of EMD: EMD paid against the tender is refundable to the tenderers on finalization of the tender and placement/ acceptance of the order by successful tenderer or after one year whichever is earlier. EMD paid by technically unqualified vendors shall be refunded immediately after opening of price bid.

iv. Forfeiture of EMD: EMD is liable for forfeiture in the event of the following:

- a. Withdrawal of offers while the offers are under consideration during the validity period.
- b. Non-acceptance of order/ non-confirmation of acceptance of order when placed on mutually agreed terms.
- c. Any unilateral revision made by the tenderer after placement of the order.
- d. Failure to execute Agreement and/ or furnish required security deposit within 10 days time from the date of LOI will render the tenderer liable for forfeiture of EMD.

6. CONTRACT/ DELIVERY PERIOD:

i. Unless otherwise specified or agreed to, the contract is awarded for the period up to 31.10.2010.

ii. The quantities indicated are Company-wise Location-wise approximate requirement. In case of any change in decision by Oil Companies/ Govt. the quantity can also undergo change.

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- iii. The delivery of the indicated quantity during the supply period will be as per schedule advised by the individual location.
- iv. The supplier must be in a position to deliver the material immediately on placement of LOI/ Purchase Order. The existing suppliers shall have to complete their prevailing orders for supply of ethanol coinciding with the period of this tender.
- v. The supply of ethanol must reach the location as per the schedule advised by the respective location. In case of changes in delivery schedule, the respective Oil Company will intimate sufficiently ahead of the next delivery.
- vi. Timely supply of indigenous Anhydrous Ethanol to various locations is the essence of this contract and supplier should ensure continuous supplies to locations as per call ups throughout the contract period from respective Oil Company.

7. PRODUCT SPECIFICATIONS:

Denatured Anhydrous Ethanol conforming to Industry specifications based on IS 15464:2004. Industry specifications form a part of this tender document. However, during the contract period if the Specifications undergo a change, as per Standard, the supplier will be bound to supply Ethanol as per changed Specifications. The supplier should give a test certificate/ quality certificate for each supply and to be accompanied by the tank truck.

8. TAXES AND DUTIES:

- i. Tenderer must declare all leviable taxes and duties clearly in price bid.
- ii. Octroi/ Entry tax/ Statutory Govt. Levies like Export Fee, Import Fee, State Excise Admn Fee, Licence Fee, Denaturation Fee, etc., as applicable shall be reimbursed along with bills at actual on production of documentary evidence for proof of payment.
- iii. Taxes and duties not mentioned/ shown in the price bid by the tenderer will be treated as zero and shall be construed as absorbed by the tenderer.

9. TURN OVER TAX:

Turn over Tax, as applicable, will be reimbursed by the purchaser on production of documentary evidence along with bills. TOT, if applicable, must be shown clearly in the price bid for the purpose of evaluation. TOT, if any, not mentioned in the price bid shall be considered as zero and construed as absorbed by the tenderer.

10. SALES TAX:

The rate of Sales Tax payable will be as applicable at the time of delivery. Payment is subject to the condition and the suppliers written undertakings that the same is statutorily payable by the supplier to the Government and actually

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will be paid to the Government. Tenderers enjoying Sales Tax exemption should mention the same clearly in their offer. Tenderers should also enclose documentary proof in support of such exemption. Suppliers enjoying Sales Tax exemption/ concession but not disclosed shall be treated as breach of contract and contract of such suppliers shall be cancelled.

11. CENTRAL EXCISE DUTY:

Duty paid delivered supplies of indigenous Ethanol should be made. Central Excise Duty will be reimbursed at actual as on the date of delivery. Invoices should reflect all necessary details or otherwise be complete in all respect to enable the purchaser to claim MODVAT credit as applicable. Tenderers enjoying Central Excise Duty exemption should mention the same clearly in their offer. Tenderers should also enclose documentary proof in support of such exemption. Any Central Excise Duty concession enjoyed by the tenderer will have to be passed on to the Oil Companies. . Suppliers enjoying Central Excise Duty exemption/ concession but not disclosed shall be treated as breach of contract and contract of such suppliers shall be cancelled.

12. SECURITY DEPOSIT:

- i. Security Deposit payable shall be @ 2.5% of the value of the contract subject to minimum of Rs. 5 (Five) Lacs. Security Deposit shall payable before commencement of supply. Security deposit shall payable in the form of Demand Draft or Pay Order drawn on any Scheduled Bank drawn in favour of the company placing the LOI/ Purchase Order i.e. INDIAN OIL CORPORATION LIMITED/ BHARAT PETROLEUM CORPORATION LIMITED/ HINDUSTAN PETROLEUM CORPORATION LIMITED, as the case may be and payable at Chennai. If the Security Deposit amount exceeds Rs. 5 Lacs (Rupees Five Lacs only), Security Deposit for the amount exceeding Rs. 5 Lacs shall also be acceptable in form of bank guarantee from any Schedule Bank as per the Oil Company's standard PROFORMA. No interest shall be allowed on Security Deposit. Security Deposit shall be refunded after three months on the successful completion of the contract. The Security Deposit shall be forfeited in case of failure to supply against the contract executed by the successful tenderers.
- ii. Exemption on Security Deposit:
 - Unit registered with NSIC are exempted from security deposit provided:
 - a. The Unit is registered for the item(s) tendered.
 - b. The monetary limits indicated in the NSIC registration certificate covers the value of the items(s) ordered.
 - c. Registration certificate is valid as on date of order.

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13. SUBMISSION OF BILLS AND PAYMENTS:

- i. The bills are required to be submitted by supplier on fortnightly basis along with acknowledged copy of Challan/ Invoice/ Supply Documents etc. to enable arranging payment to supplier within 21 days from date of submission of bills.
- ii. The bills shall be submitted on actual quantity acknowledged by receiving location and quantity worked out at natural temperature.
- iii. The payment shall be released by the respective controlling offices/ Location-In-Charge by Electronic Clearing System/ crossed account payee Cheques within 21 days from the date of submission of bills.

14. TAKE OR PAY/ SUPPLY OR PAY:

The Supplier and Oil Companies agree to supply/ uplift minimum 90% of the LOI/ Purchase Order quantity. In case of failure from either parties, "Take or Pay/ Supply or Pay" clause as per this tender shall be applicable in addition to the other terms & conditions of the contract.

15. PENAL ACTION FOR NON-PERFORMANCE:

Performance of the supplier shall be evaluated on yearly basis. For the purpose of performance assessment, a full year (12 months) from the date of execution of the contract will be considered. In case the Supplier supplies less than 60% of the ordered/ indented quantity during the year, the Supplier may be liable for holiday listing for a period of 2 years including forfeiture of Security Deposit and termination of the contract.

16. ARBITRATION:

In case of any dispute arising out of the contract, the matter shall be referred to the Arbitration as per the Arbitration Clause of the Agreement. The decision of the Arbitrator shall be final and binding on both the parties.

17. CANCELLATION:

- i. Oil Companies reserve the right to cancel the contract forthwith upon or anytime after the happening of any of the following events:
 - a. If there is a breach of any of the terms and conditions of the tender and fail to remedy such breach within 4 days of the receipt of the written notice from us in regard thereto.
 - b. If the attachment is levied or continues to be levied for the period of 7 days upon the effects of the company or any of individual/ partner of the firm.

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- c. If supplier do not adhere to the instructions which may be issued from time to time after mutual discussions in connection with the manufacture/ supply of the material.
- ii. Oil Companies' right to terminate the contract shall be without prejudice to any of our rights and remedies against you and in the event of our so terminating the contract, we shall not be obliged to pay for any loss or compensation in respect of such termination.
- iii. In case of change in decision by Oil Industry/ Govt., purchases by Oil Companies can be stopped after giving 30 days notice.

18. EXECUTION OF AGREEMENT:

- i. Successful tenderers will be required, before undertaking the contract, to execute the agreement, within 10 days of the date of issue of the LOI.
- ii. Specimen set of agreement is enclosed along with the tender document – tenderers are advised to carefully read the same and submit with tender duly signed on all pages over the official seal, in token of acceptance of the terms and conditions thereof.
- iii. When the persons signing the tender is not the sole proprietor, necessary power of attorney authorizing the signatory to act on behalf of the proprietor/ firms should be produced before signing the agreement, and an authenticated copy of the same power of attorney should be submitted for the Oil Company's record.
- iv. Failure to execute the agreement and/ or furnish required security deposit within 10 days time may render the tenderer liable for forfeiture of Earnest Money Deposit and termination of contract without prejudice to the rights of the Oil Companies to recover the damages under law.
- v. All terms and conditions stipulated in notice inviting tender, tender document, agreement and other documents furnished with the tender and related correspondence shall form part of the contract.
- vi. Separate contract agreement will have to be executed with IOC/ BPC/ HPC.

19. MISCELLANEOUS:

- i. Solvency Certificate from Banker as per enclosed format to be submitted.
- ii. It shall take one full working day for testing of product before accepting and unloading by location. The tank truck shall be unloaded only on working day and working hours of the location.
- iii. The crew of the truck should be fully conversant with the hazardous chemical handling rules and should be in possession of certificate issued under MV Act.
- iv. The hoses should be of Nitrile Rubber or any other material suitable for Anhydrous Ethanol and to be carried by each tank truck.

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- v. The tank truck carrying Anhydrous Ethanol for supplies to respective Oil Depots must meet the statutory requirements of RTO, etc, and must have explosive licence for carrying ethanol.
- vi. The Suppliers should complete all the statutory formalities required for transportation of ethanol to the locations of Oil Companies.
- vii. Service Tax on account of transportation of ethanol, if any, shall be borne by the Supplier.
- viii. Anhydrous Ethanol shall be accepted after checking/ testing at locations and acceptance of the product shall be only if found on spec. In case of any dispute, decision of the Oil Company shall be final.
- ix. The accounting of quantity received shall be at Natural Temperature.
- x. IS:2302:1989 on Ethanol concentration & as per Appendix J of IS 2302-1989 & IS 15464:2004 on specific gravity/ density conversion table for Ethanol may be followed. However, during the contract period if the Specifications undergo a change as per Standard, the supplier will be bound to supply Ethanol as per changed Specifications.
- xi. The shortages observed during receipt shall be on supplier's account and the decision of the concerned Oil Company in this respect shall be final and binding on the Supplier. The acknowledgement of receipt of quantity as determined by the receiving location shall be full and final. Any penalty by Excise Authority on loss of product during receipt will have to be borne by the supplier.
- xii. No unsolicited correspondence/ queries will be entertained while the award of this contract is under review/ consideration. Oil Companies regret their inability to answer individual queries.
- xiii. If any of the information submitted by the tenderer is found to be incorrect at any time including the contract period, Oil Company reserves the right to reject the tender/ terminate the contract and reserves all rights and remedies available.
- xiv. Each page of the tender document including notice inviting tender enclosed along with the tender document must be signed by the legally authorized representative of the tenderer, with the official seal, for having fully read and understood the terms and conditions of this tender.
- xv. The term "IOC", "IOCL", IOC (M), "The Corporation" and "Oil Company" in the appropriate context means Indian Oil Corporation Limited, a Company registered under the Companies Act, 1956 and having its registered office at G-9, Ali Yavar Jung Marg, Bandra (E), Mumbai- 400 051 and its successors and assigns.

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The terms "HPC", "HPCL", "The Corporation" and "Oil Company" in the appropriate context means Hindustan Petroleum Corporation Limited, a Company registered under Companies Act, 1956 and having its registered office at Petroleum House, 17, Jamshedji Tata Road, Mumbai – 400 020 and its successors and assigns.

The terms "BPC", "BPCL", "The Corporation" and "Oil Company" in the appropriate context means Bharat Petroleum Corporation Limited, a Company registered under Companies Act, 1956 and having its registered office at 4 & 6, Currimbhoy Road, Ballard Estate, Mumbai – 400 038 and its successors and assigns.

20. In case the supplier's Distillery is situated in Karnataka, the supplier should sell ethanol to Oil companies through canalizing agency M/s Karnataka State Beverages Corporation Ltd., and the payments will be settled to the suppliers through them. Any levies/handling charges imposed/charged by M/s Karnataka State Beverages Corporation Ltd., has to be borne by the tenderer. The Tenderers should follow the procedures laid down by M/s Karnataka Beverage Corporation Ltd., from time to time.

21. DUPLICATION OF CLAUSE:

Whenever there is duplication of clause either in the terms and conditions or in the agreement, the clause, which is beneficial to the Contracting Oil Company, will be considered applicable at the time of any dispute.

We have read and understood the above terms and conditions of this tender and hereby agree to abide by them and the same are acceptable to us.

Place:

Date:

Signature _____
Name of Person signing _____
Tenderer's Name and address with seal _____

SEAL

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STATEMENT OF CREDENTIAL

1	Name of the tenderer's firm	
2	Nature of the firm (State whether Limited Company/ Partnership Company/ Co-operative Society/ Proprietary)	
3	Type of plant (sugar mill, distillery, etc)	
4	Year of Establishment	
5	Company Registration No.	
6	Registered Postal Address	
7	Telephone No., E-mail, Fax	
8	Address of Branches, if any	
9	(a) Name & Address of Directors, in case of Limited Company (b) Name & Address of Partners, in case of Partnership Firm (c) Name & Address of Proprietor, in case of Proprietary Firm	
10	Permanent Income Tax No. (PAN)	
11	Current Solvency Certificate in the enclosed format	
12	Name of Banker with full address	
13	Style of Account and Account No.	
14	Registration Certificate issued by Central/ State Excise Authority and validity (Enclose certified copy)	
15	Address of the tenderer's Ethanol manufacturing unit	
16	(a) Ethanol manufacturing licence (b) Issuing authority (c) Valid up to (Enclose certified copy)	
17	Factory Licence Number and validity (Enclose certified copy)	
18	Annual production capacity in Kilo Litres (Enclose certified copy of capacity certification)	
19	Quantity already tied-up	

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20	ST & CST Registration No. and Date (Enclose certified copy)	
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21. We, hereby declare that we have never been black listed by any Govt. organization/ Public sector under taking in the past for breach of contract. In case the same is found at a later date we shall have no objection to canceling the contract by the Purchaser.
22. Details of other statutory license/ approvals (Enclose certified copy)

Name of Licence	Form No.	Valid up to	Issuing authority

Place:

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

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SPECIFICATIONS FOR ANHYDROUS ETHANOL

INDUSTRY SPECIFICATIONS OF DENATURED ANHYDROUS ETHANOL BASED ON IS 15464:2004 :

A) SPECIFICATIONS FOR ANHYDROUS ETHANOL:

S.N	Characteristics	Industry Tender Specification	Methods of Test, Refer to Annex of IS 15464 : 2004
1.	Relative density at 15.6°C / 15.6°C max.	0.7956	A
2.	Ethanol content % by volume at 15.6°C / 15.6°C min.	99.6	B
3.	Miscibility with water	Miscible	C
4.	Alkalinity	Nil	D
5.	Acidity (as CH ₃ COOH), mg/l, Max.	30	D
6.	Residue on evaporation, percent by mass, Max.	0.005	E
7.	Aldehyde content (as CH ₃ CHO) mg / l , Max	60	F
8.	Copper , mg/kg,Max	0.1	G
9.	Conductivity , μs/m,Max	300	H
10.	Methyl alcohol , mg/litre , Max	300	J
11.	Appearance	Clear & bright and free from suspended matter	Visual

B) DENATURANTS:

1. The denaturant should be added with Ethanol in suitable dosage as per IS: 4117 in line with IS-15464 and as per prescribed Excise regulation from time to time conforming to the automotive fuel requirements. Denaturants may be considered as a part of Ethanol and component of the fuel. Ethanol should not have more than 0.4% max impurities including permitted denaturants. These denaturants should not have detrimental effect on specification and stability of Motor Gasoline.
2. Some of the Prohibited denaturants for Ethanol that cannot be used are Pyrroles, Methanol, Turpentine, Ketones, Tar, Benzene, Organo-metallic compounds.

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3. The denaturants should be pre mixed at Ethanol manufacturer end before transporting the Ethanol to Oil Company premises. The name and dosage of the denaturants used should be clearly mentioned on the delivery documents duly endorsed by State Excise Authorities.

DETAILS ON RELATIONSHIP WITH IOC/ BPC/ HPC DIRECTOR ETC.

Tenderers should furnish following details in the appropriate part based on their organizational structure.

Organizational structure	Part of the form applicable
Sole Proprietor -----	Part "A"
Partnership -----	Part "B"
Company Private/Public/ Co-operative Society -----	Part "C"

Part "A"
(Application Where Tenderer Is Sole Proprietor)

- I. Name of Tenderer :
- II. Address : Residence Office
- III. State whether tenderer is related to any of the Director's of IOC/ BPC/ HPC : Yes/No
- IV. If "Yes" to III state the name of IOC/ BPC/ HPC Director and Tenderer's relationship with him/ her :

Strike whichever is not applicable

Date:

Signature _____
Name of Person signing _____
Tenderer's Name and address with seal _____

Part "B"
(Application where Tenderer is a Partnership Firm)

- i. Name of the Partnership Firm Responding to tender :
- ii. Address :

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- iii. Name of the Partners :
- iv. State whether any of the Partner is a Director to the IOC/ BPC/ HPC :
- v. If "Yes" to iv, state the name(s) of IOC/ BPC/ HPC Director :
- vi. State whether any of the Partner is related to any of the Director's of IOC/ BPC/ HPC. :
- vii. If "Yes" to vi, state the name(s) of IOC/ BPC/ HPC Director and the concerned partner's relationship with him/her. :

Strike whichever is not applicable

Date:

Signature _____
Name of Person signing _____
Tenderer's Name and address with seal _____

Part "C"

(Application where Tenderer is a Public/Private Ltd. Co./Co-operative Society)

- i. Name of the Company responding the tender :
- ii. Address of : (a) Registered office
(b) Principal Office
- iii. State whether the Company is a Pvt. Ltd. Co. or Public Ltd. Co. or Co-operative Society (if Co-operative Society, enclose Bye-laws) :
- iv. Name of Directors of the Company/ Co-operative Society :
- v. State whether any of the Director of the Tenderer Company is a Director of IOC/ BPC/ HPC :

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vi. If "Yes" to v, state the name(s) of :
IOC/ BPC/ HPC's Director

vii. State whether any of the Director of the :
Tenderer Company is related to any of the
Director of IOC/ BPC/ HPC

viii. If "Yes" to vii, state the name(s) of :
IOC/ BPC/ HPC Director and the
Concerned Director of the tenderer Co.
/ relationship with him/her.

Strike whichever is not applicable

Date:

Signature _____
Name of Person signing _____
Tenderer's Name and address with seal _____

DECLARATION "A"

We declare that we have complied with and not violated any Agreement Clause.

Date:

Signature _____
Name of Person signing _____
Tenderer's Name and address with seal _____

DECLARATION "B"

We declare that we do not have any employee who is related to any Officer of the Oil Company/ Central/ State Government.

Date:

Signature _____
Name of Person signing _____
Tenderer's Name and address with seal _____

The tenderer is required to state whether he is relative of any Director of IOC/ BPC/ HPC or the tenderer is a firm in which Director of IOC/ BPC/ HPC or his relative is a partner or is any other partner of such a firm or alternatively the tenderer is a private company in which Director of IOC/ BPC/ HPC is a member. (The list of relatives for this purpose is given in the tender document)

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DECLARATION "C"

We, hereby declare that at no point of time our firm have been black listed by any Govt. organization / Public sector under taking in the past for breach of contract. In case the same is found at a later date, we under take to accept cancellation of the order at any point of time if the same is detected at a later stage. We shall have no claim what so ever in respect of the tender and shall be bind by the decision of the purchaser.

Date: _____ Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

NB: Strike out whichever is not applicable. If the contractor employs any person subsequent to signing the above declaration and the employee so appointed happens to be near relatives of the Officer of the Oil Companies/ Central/ State Government, the contractor should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of the Oil Companies/ Central/ State Government.

LIST OF RELATIVES

A person shall be deemed to be a relative of another, if any and only if,

- i) He / She / They are members of Hindu Undivided family or
- ii) He / She / They are Husband & Wife or
- iii) The one is related to the other in the manner indicated below.
 - 1. Father
 - 2. Mother (including Step Mother)
 - 3. Son (including Step Son)
 - 4. Son's Wife
 - 5. Daughter (including Step Daughter)
 - 6. Father's Father
 - 7. Father's Mother
 - 8. Mother's Mother
 - 9. Mother's Father
 - 10. Son's Son
 - 11. Son's Son's Wife
 - 12. Son's Daughter
 - 13. Son's Daughter's Husband
 - 14. Daughter's Husband
 - 15. Daughter's Son
 - 16. Daughter's Son's Wife
 - 17. Daughter's Daughter
 - 18. Daughter's Daughter's Husband
 - 19. Brother (including Step Brother)
 - 20. Brother's Wife
 - 21. Sister (including Step Sister)

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22. Sister's Husband

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

COPY OF AGREEMENT

Articles of agreement made at _____ this _____ day of _____ two thousand _____ between the INDIAN OIL CORPORATION LTD / BHARAT PETROLEUM CORPORATION LTD / HINDUSTAN PETROLEUM CORPORATION LTD, a Company incorporated Under the Indian Companies Act I 1956, being an undertaking of the Govt. of India and having its Registered Office at _____

_____ hereinafter referred to as "Purchaser" of the One part and M/s. _____ sole Trader/s Partnership Firm / Private / Public Ltd. Co registered under the Indian Partnership Act of 1932 / Companies Act I, 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. WHEREAS the Purchaser is desirous of obtaining certain Materials specified in the attached Schedule and / or Supply Orders and WHEREAS the suppliers have agreed with the Purchaser for the supply of the said stores specified in the said schedule 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 suppliers have agreed with the Purchaser for the supply of the said Materials. NOW IT IS HEREBY AGREED by and between the parties hereto as under:

1. **MATERIALS TO BE SUPPLIED:**

Supplier shall duly supply the said materials as per description, quantity and rate specified in the schedule of tender and / or purchase orders placed by the Purchaser from time to time and in all respects with the specification and instructions in writing referred to in schedule and or said purchase orders.

2. **PURPOSE OF CONTRACT AND PARTIES TO THE CONTRACT:**

This contract is for the supply of materials of the description in the quantities set forth in the LOI/ purchase order and or schedule to the purchase order. Except as hereby otherwise provided a verbal or written arrangement abandoning, varying or supplementing this contract or any of the terms hereof, shall be deemed provisional and shall not be binding on the Purchaser unless or until the same is endorsed on the contract or incorporated in a formal agreement and

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signed by the parties hereto and till then the Purchaser shall have the right to repudiate such arrangement.

3. MANNER & PERIOD IN WHICH THE MATERIALS ARE TO BE SUPPLIED:

Supplier agree and undertake to supply the materials set forth in the LOI/ Purchase Order no. _____ dated _____ and subsequent amendments if any, issued thereto from time to time. The said materials being good of merchantable quality shall throughout the stipulated period of the contract be supplied with the due diligence, promptness, care and accuracy and in a workman like manner to the satisfaction of Purchaser and in accordance with the said specification and instructions or before the aforesaid due date as per the monthly / weekly schedule, time being the essence of the contract on the part of Supplier.

4. PERIOD OF THE CONTRACT:

The contract, if any, awarded against this tender will be valid for a period up to - 31.10.2010.

5. TAKE OR PAY/ SUPPLY OR PAY:

The both parties agree to supply/ uplift minimum 90% of the order quantity. In case of failure from either party, this "Take or Pay/ Supply or Pay" clause shall be applicable in addition to the other terms & conditions of the contract. The modalities shall be as under.

- i. The Location shall place monthly indents/ schedule for supplies of ethanol by the Suppliers.
- ii. The Supplier will make the supplies as per the indents/ schedule placed by the purchaser. The Supplier shall strictly adhere to the supply schedule. In case of failure to supply, the committed quantity shall reduce on prorata basis for the period so delayed. For the purpose of calculating prorata quantity, date of receipt at location shall be taken as date of supply and scheduled date provided by the location shall be considered as requirement date for this purpose.
- iii. The above reconciliation of quantity supplied visa-a-visa indents/ schedule and settlement of accounts under this clause shall be done on financial quarter basis by the indenting locations.
- iv. Amount of Rs. -----/ KL (Rs. ----- per KL) (equivalent to 10% of the basic rate) shall be payable by the Supplier for the undelivered quantity from minimum quantity of 90% of the indented quantity on financial quarter basis (which according to the party is true estimated value of the damage/ loss).
- v. Amount of Rs. -----/ KL (Rs. ----- per KL) (equivalent to 10% of the basic rate) shall be payable by the Purchaser for the un-indented quantity from minimum 90% of the prorated purchase order quantity minus prorata

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quantity arrived as per clause 3 (ii) above on financial quarter basis (which according to the party is true estimated value of the damage/ loss).

- vi. State Excise controls the movement of ethanol. The delay in issuance of requisite permissions/ clearances by State Excise shall affect the indents/ schedule of supplies. The both parties agree that delays and prorata quantity thereof due to non-availability of requisite permissions/ clearances by Statutory Authorities shall be reconciled on case-to-case basis.

6. PENAL ACTION FOR NON-PERFORMANCE:

Supplier agrees to supply minimum 60% of the indented quantity on yearly basis. Purchaser shall evaluate the performance of supplies for every 12 months period from the date of execution of the contract. In case supply of ethanol has fallen short of 60% of the indented quantity, Supplier shall be liable for holiday listing for a period of 2 (two) years including forfeiture of Security Deposit and termination of the contract in addition to the other terms & conditions of the contract.

7. INSPECTION OF SUPPLIES:

Purchaser through its authorized representative reserves the right to inspect before delivery at respective destination all materials for the acceptance of quality. The said representative will be sole judge thereof. If at the time, during or before delivery of materials found to be unsatisfactory, the Purchaser shall be entitled to take action as per the Purchaser's tender terms and conditions. Supplier will have no claim for compensation for any loss sustained by them owing to such action. All materials under or in course of execution or executed in pursuance of this contract shall at all times be open to the inspection by Purchaser's representative / agents.

8. PAYMENT:

Purchaser shall pay to Supplier in respect of the said materials mentioned in the purchase orders on the basis of the rates specified in the said purchase order.

9. CENTRAL EXCISE DUTY:

Central Excise Duty will be reimbursed at actual as applicable on the date of delivery. Invoices should reflect all details necessary or otherwise be complete in all respect to enable the purchaser to claim MODVAT credit, as applicable.

10. SALES TAX:

The rate of Sales Tax payable will be as applicable at the time of delivery. Payment is subject to the condition and Supplier's written undertaking that the

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same is statutorily payable by the Supplier to the Government and actually will be paid to the Government.

11. OTHER TAXES AND LEVIES:

Octroi / Entry Tax / Statutory Govt. Levies like Import Fee, Export Fee, State Excise Admn Fee, Licence Fee, Denaturation Fee, etc., if any, will be reimbursed by Purchaser at actuals as applicable on the date of delivery against production of proof of payment along with bills.

12. TURNOVER TAX (IF ANY):

Turnover taxes applicable, if any, will be borne by Purchaser on production of documentary evidence.

13. DELIVERY:

Supplier shall as may be required by Purchaser, as mentioned in the purchase order / contract, at the place / places detailed in purchase order or schedule thereto the quantities of materials detailed therein and the same shall be delivered not later than the dates specified in the purchase order / schedule.

15. TIME FOR AND DATE OF DELIVERY, THE ESSENCE OF THE CONTRACT:

The time given for delivery shall commence from the date of the purchase order / contract by the Supplier. The time for and the date of delivery stipulated in the said purchase order / contract for the delivery of the materials shall be deemed to be the essence of the contract and should Supplier fail to deliver the same within the scheduled delivery period the Purchaser shall be entitled to withhold the payment if necessary until the quantity against the order has been supplied.

16. EXTENSION OF TIME FOR DELIVERY:

If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser will allow such additional time as he considers to be justified by the circumstances of the case and shall forgo the whole or such part as he may consider reasonable of his claim for such loss or damage as aforesaid and the decision thereon shall be final, provided that in such circumstances, instead of allowing time the Purchaser shall have the option of terminating the contract and in that case no damage shall be claimable by the Supplier from the Purchaser.

17. SPECIFICATIONS:

When tenders are called for in accordance with specifications, the Supplier's tenders to supply in accordance with such specifications shall be deemed to be

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an admission on his part that he has fully acquainted himself with the details thereof and in no circumstances will any claim on his part which may arise on account of his insufficient examination of the said specification be considered.

18. EXECUTION OF THE CONTRACT:

The whole contract is to be executed in the most approved and workman like manner to the entire satisfaction of the Purchaser or his deputed representative who has power to reject any of the materials of which he may disapprove and his decision thereon and on any question as to the true intent and meaning of the specification or of the work necessary for the proper completion of the contract shall be final and conclusive.

19. SUPPLIER'S RESPONSIBILITY:

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 acceptance of tender and the schedule annexed thereto.

20. ILLEGAL GRATIFICATIONS:

Any bribe, commission, gift or advantage given, promised or offered by the Supplier or by any body 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 IOC / BPC / HPC and his decision shall be final and conclusive.

21. LAW GOVERNING THE CONTRACT:

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

22. SECURITY DEPOSIT:

Within ten days from the date of placement of LOI by Purchaser, Supplier will have to deposit with the Purchaser a sum of Rs. ----- (equivalent to 2.5% of the value of the contract subject to minimum Rs. 5 (Five) Lacs). Security deposit shall payable in the form of Demand Draft or Pay Order. Security Deposit

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for the amount exceeding Rs. 5 (five) Lacs shall also be acceptable in form of Bank Guarantee valid till 3 months after the expiry of the Agreement from a Schedule / Nationalized Bank as per the Purchaser's standard Proforma.

No interest shall be allowed on the Security Deposit. Security Deposit shall be refundable after three months on the successful completion of the contract.

Purchaser shall be entitled, without being bound to do so, to adjust the whole or any portion of the Security Deposit towards the recovery of any amount due to the Purchaser from the Supplier. The Security Deposit or such portion thereof as has not been adjusted towards the recovery of amounts due from the Supplier to the Purchaser will be refunded to the Suppliers within 3 months of the satisfactory completion of the contract and after the deposit receipt is duly discharged and returned to the Purchaser. No interest will be payable by the Purchaser to the Supplier on the amount of the Security Deposit.

23. SUB LETTING OF CONTRACT:

Supplier shall not sub-let or assign this contract or any part thereof without the written permission of Purchaser. In the event of the Supplier's sub-letting or assigning this contract or any part thereof without such permission, the Purchaser shall be entitled to cancel the contract and purchase the materials elsewhere on the Supplier's account and risk and the Supplier shall be liable for any loss or damage which the Purchaser may sustain in consequence of or arising out of such purchase.

24. FORCE MAJEURE CLAUSE:

If at any time during the continuance of the supply order the performance in whole or in part by either party of any obligation under this supply order shall be prevented or delayed by reason of any war, hostility act of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred as event) then provided notice of the happening of any such event if given by the party to the other within 21 days from the date of occurrences thereof, neither party shall by reason of such event be entitled to terminate the contract nor shall either party have any claim for damage against the other in respect of such non-performance.

Deliveries under the supply order shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the Director (Mktg.) of the Purchaser concerned as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that the performance in whole or part of any obligation under the contract is prevented / or delayed by reason of any such event for a period exceeding 60 days either party may at its option terminate the supply order.

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25. CANCELLATION:

The Purchaser reserves the right to cancel the contract forthwith upon or at any time after the happening of any of the following events viz.:

- a. If the Supplier shall commit a breach of any of the terms and conditions of the tender and fail to remedy such breach within 4 days of the receipt of the written notice from the Purchaser in this regard.
- b. Upon:
 - i. The death or adjudication as insolvent of the supplier if he be an individual.
 - ii. The dissolution of partnership of the Supplier's firm or the death or adjudication as insolvent of any partner of the firm, if the supplier be a firm.
 - iii. The liquidation, whether voluntary or otherwise or the passing of an effective resolution for winding up, if the Supplier be a Company or a Cooperative society.
- c. If any attachment is levied and continues to be levied for a period of 7 days upon the effects of the Supplier or any individual or partner for the time being of the Supplier's firm.
- d. If the Supplier or any partner in the supplier's firm hereunder shall be convicted of a criminal offence.
- e. If a receiver shall be appointed of any property or assets of the Supplier or of any partner of Supplier's firm.
- f. If the Supplier shall either by himself or by his servants or agents commit or suffer to be committed any act which in the opinion of the Purchaser, whose decision shall be final and prejudicial to the interest or good name of the Purchaser or its product, the Purchaser shall not be bound to give reasons for such decision.
- g. If any information / particulars given by the Suppliers in tender documents shall be found to be untrue or incorrect in any material respect.
- h. The Purchaser reserves the right to terminate the agreement by giving 30 days prior notice to the Supplier.
- i. If the Supplier does not adhere to the instructions which may be issued from time to time by the Purchaser in connection with supply of materials.
- j. Commitment of quantity cannot be given. In case of any change in decision by Oil Companies / Govt. the quantity can also undergo change.

The Purchaser's rights to terminate this agreement under the terms of these clause shall be without prejudice to any of its rights and remedies against suppliers and in the event of Purchaser so terminating the contract under the provision of these clause, it shall not be liable to pay any loss or compensation in respect of such termination.

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26. ARBITRATION

- a. Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set-off or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole arbitration of the Director (Marketing) of the Purchaser, who may either himself act as the Arbitrator or nominate some other Officer of the Purchaser to act as the Arbitrator. The Supplier will not be entitled to raise any objection to any such arbitrator on the ground that the Arbitrator is an Officer of the Purchaser and share holder of the Purchaser.
- b. In the event of the Arbitrator to whom the matter is originally referred being transferred, he shall be entitled to contribute the Arbitration proceedings notwithstanding his transfer, unless Director (Marketing) at the time of such transfer of at any time thereafter, designate another person to act as Arbitrator in his place in accordance with the terms of this agreement.
- c. In the event of the Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, the Director (Marketing) at the time of vacation of office or inability or refusal to act, shall designate another person to act as Arbitrator in accordance with the terms of this agreement.
- d. The Arbitrator newly appointed by the Director (Mktg.) under clause (b) or under Clause (c) above shall be entitled to proceed with the reference from the point of which it was left by his predecessor.
- e. It is express term of this contract that no person other than the Director (Mktg.) or person nominated by such Director (Mktg.) of the Purchaser as aforesaid shall act as Arbitrator hereunder. If for any reason Director (Mktg.) is unable or unwilling or refuses or fails to act as Arbitrator or nominate an Arbitrator then the matter shall not be referred to Arbitration at all.
- f. The award of the Arbitrator so appointed shall be final and conclusive and binding on all parties, to the agreement subject to the provisions of the Arbitration and Conciliation Act 1996, and the rules thereunder and any statutory modification or re-enactment thereof deemed to apply to the Arbitration Proceedings under this clause.
- g. The award shall be made in writing and published by the arbitrator within two years after entering upon the reference or within such extended time not exceeding one further year as the parties shall by writing agree. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish this award within the period referred to here in above and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.
- h. The arbitrator shall have power to order and direct either of the parties to abide by observe and perform all such directions as the arbitrator may think fit having

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regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.

- i. The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings shall cross-claim, counter claim or set off before the arbitrator in respect of any matter in issue arising out of or in relation to the agreement without seeking a formal reference of arbitration to the Director (Mktg.) for such cross-claim, counter claim or set off and the arbitrator shall be entitled to consider and deal with the same as if the matter arising therefrom has been referred to him originally and deemed to form part of the reference made by the Director (Mktg.).
- j. The arbitrator shall be at liberty to appoint, if necessary any accountant or engineer or other technical person to assist him and to act on the opinion taken from such person.
- k. The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- l. The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the Arbitrator may in his discretion determine and shall be also entitled to require one or both the parties to deposit funds in such proportion to meet the Arbitrators fees and expenses as and when called upon to do so.
- m. All powers reserved under the above condition shall be exercised by the Director (Marketing) for IOC / BPC / HPC.

27. JURISDICTION:

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

28. AGREEMENT:

This agreement is subject to the terms and conditions of contract in so far as the same is not inconsistent with or repugnant to the above clause. A copy of the terms and conditions would be deemed to have been studied and agreed to by the Supplier before their signing this agreement.

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

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Purchase Order/LOI No.	Date	Location	Quantity in KL

Signed and witnessed at _____ on _____.

SIGNATURE OF (SUPPLIER)

SIGNATURE OF PURCHASER (OIL COMPANY)

WITNESS 1.

WITNESS 1.

2.

2.

Place:

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

SEAL

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PROFORMA FOR SOLVENCY CERTIFICATE

TO WHOMSOEVER IT MAY CONCERN:

THIS IS TO CERTIFY THAT M/S. _____ IS
MAINTAINING A CURRENT ACCOUNT WITH US AND HAVE GIVEN THEIR OCCUPATION
AS _____ TO THE BEST OF OUR BELIEF AND KNOWLEDGE
M/S. _____ IS SOLVENT UP TO
RS.----- LACS (RUPEES -----LACS ONLY).

THIS CERTIFICATE IS ISSUED ON THE EXPRESS CONDITION AND UNDERSTANDING
THAT NEITHER THE BANK NOR ANY OF ITS OFFICERS UNDERTAKE ANY
RESPONSIBILITY OR LIABILITY IN RESPECT THEREOF.

NOTE: THIS SOLVENCY CERTIFICATE SHOULD NOT BE OLDER THAN SIX MONTHS.

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

BANK GUARANTEE

1. In consideration of ----- (IOC/ BPC/ HPC) having its registered office at -----
----- (hereinafter called "The Purchaser") having agreed to accept bank guarantee from M/S _____(Hereinafter called "the said Supplier(s)") under the terms and conditions of an Agreement dated _____ made between _____ the Purchaser_____ and the Supplier(s) _____ (hereinafter called "the said Agreement") in lieu of the Security Deposit for the due fulfillment of obligations by the said Supplier(s) of the terms and conditions contained in the said Agreement on production of Bank Guarantee for Rs. _____ (Rupees _____ only), We _____(name of Bank) (hereinafter referred to as "Bank") at the request of M/S _____ (Supplier(s)) do hereby undertake to pay to the Purchaser an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to or suffered by the Purchaser by reason of any breach by the said Supplier(s) of any of the terms and conditions contained in the said Agreement.

2. We _____ (name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reasons of breach by the said Supplier(s) of any of the terms and conditions contained in the said agreement or by reason of the Supplier's failure to perform the said Agreement. Any such demand on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____ only).

3. We undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Supplier(s) in any suit or proceeding pending before any Court or Tribunal or Arbitrator relating thereto our liability

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under this present being absolute and unequivocal. The payment so made by us under this guarantee shall be a valid discharge of our liability under this guarantee for payment there under and the Supplier(s) shall have no claim against us for making such payment.

4. We _____ (name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Purchaser under of by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Purchaser certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Supplier(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liabilities under this guarantee thereafter.

5. We _____ (name of Bank) further agree with the _____ Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Supplier(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Supplier(s) and to forbear or enforce any of the terms and conditions relating to the said Agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Supplier(s) or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Supplier(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.

6. This guarantee shall not be discharged due to the change in the constitution of the Bank or the Supplier(s).

7. We _____ (name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

Dated _____ day of _____ 200_.

For _____
(Indicate name of the Bank)

SEAL

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GENERAL IRREVOCABLE POWER OF ATTORNEY.

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

We, the undersigned (I) Shri _____ (2) Shri _____ (3) Shri _____ residing at _____, the Partners/ Directors of M/s. _____ having its registered office at _____ do hereby nominate, authorise and appoint Shri _____ & Shri _____ who are our _____ in the firm to act as attorneys of powers or any of them on our behalf and on behalf of our firm:

- I. To sign, seal, execute, perfect and/or complete the tender document of supply of indigenous ANHYDROUS ETHANOL and also other relevant documents required by M/s. _____ Corporation Ltd. (hereinafter called the Company) in respect thereof.
- II. To negotiate, enter into correspondence with the company and do all and everything necessary suitable or proper with regard to the said tender for supply of indigenous ANHYDROUS ETHANOL.
- III. To sign, seal, execute, perfect and/or complete supply of indigenous ANHYDROUS ETHANOL Contract Agreement and all and/or any other document etc. required by the company in connection with the said supply of indigenous ANHYDROUS ETHANOL Contract Agreement.
- IV. To do all acts, deeds as maybe necessary for and incidental to the execution of proper performance of the said supply of indigenous ANHYDROUS ETHANOL contract agreement with IOC/ BPC/ HPC.

We the said partner(s) do hereby agree to allow, verify and confirm all and whatsoever the said Shri _____, and Shri _____ shall or may do or cause to be done in or about the said tender and the supply of indigenous ANHYDROUS ETHANOL Contract Agreement, the execution and proper performance thereof by virtue of these presents.

This Power of Attorney shall remain irrevocable till the validity period of our quotation/ supply of indigenous ANHYDROUS ETHANOL Contract Agreement or refund of Security Deposit whichever is later.

In witness whereof, we have hereunto set and subscribed our hands at _____ this _____ day of _____ Two thousand _____.

Signatures

Signed, Sealed and delivered by
The within named partners/
Directors of M/s. _____
Before me.

- 1) Shri _____
- 2) Shri _____
- 3) Shri _____

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Notary public
(Notary's Stamp)

Integrity Pact

The Integrity Pact duly signed by the authorized official of IOCL / BPCL / HPCL and the supplier, will form part of this contract / supply order.

Proforma of Integrity Pact (which is issued along with the bidding document) shall be returned by the bidder along with technical bid, duly signed by the same signatory who signs the bid i.e. who is duly authorized to sign the bid. All the pages of the Integrity Pact shall be duly signed by the same signatory. Bidder's failure to return the Integrity Pact along with the bid, duly signed, shall lead to outright rejection of such bid.

If the Bidder has been disqualified from the tender process prior to the award of **contract** according to the provisions under Integrity Pact, IOCL / BPCL / HPCL shall be entitled to demand and recover from bidder Liquidated damages amount by forfeiting the EMD / Bid security (Bid Bond) as per provisions of Integrity Pact.

If the **contract** has been terminated according to provisions of the Integrity Pact, or if IOCL / BPCL / HPCL is entitled to terminate the contract according to provisions of Integrity Pact, IOCL / BPCL / HPCL shall be entitled to demand and recover from the Supplier liquidated damages amount by forfeiting the Performance Bank Guarantee / Security Deposit as per Integrity Pact.

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AGREEMENT

No.

Dated

To,

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

Sub: Purchase of Bidding Documents

Ref: Tender No. ETHANOL/JT-INDUSTRY/PT-SR/16

IOCL / BPCL / HPCL and the Bidder agree that the Notice Inviting Tender (NIT) is an offer made on the condition that the bidder will sign the Integrity Pact and the Bid would be kept open in its original form without variation or modification for a period of 90 days AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

They confirm acceptance and compliance with the Integrity Pact in letter and spirit. They further agree that the contract consisting of the above conditions of NIT as the offer and the submission of Bid as the Acceptance shall be separate and distinct from the contract which will come into existence when bid is finally accepted by IOC/BPC/HPCL.

The consideration for this separate initial contract preceding the main contract is that IOCL/BPCL/HPCL is not agreeable to sell the NIT to the Bidder and to consider the bid to be made except on the condition that the bid shall be kept open for 90 days after the last date fixed for the receipt of the bids and the Bidder desires to make a bid on this condition and after entering into this separate initial contact with IOCL / BPCL / HPCL.

IOCL/BPCL/HPCL promises to consider the bid on this condition and the Bidder agrees to keep the bid open for the required period. These reciprocal promises form the consideration for this separate initial contract between the parties.

If Bidder fails to honour the above terms and conditions, IOCL / BPCL / HPCL shall have unqualified, absolute and unfettered right to encash / forfeit the bid security submitted in this behalf.

Yours faithfully

Yours faithfully,

(BIDDER)

(PURCHASER)

SEAL

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(One copy of this agreement duly signed must be returned along with offer).

INTEGRITY PACT

Between

Indian Oil Corporation Limited (IOCL) / Bharat Petroleum Corporation Limited (BPCL) / Hindustan Petroleum Corporation Limited (HPCL) hereinafter referred to as "The Principal",

and

..... Hereinafter referred to as "The Bidder / supplier".

Preamble

The Principal intends to award, under laid down organization procedures, contract/s for The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Supplier/s.

In order to achieve these goals, the Principal co-operates with the renowned international Non Governmental Organisation "Transparency International" (TI). Following TI's national and international experience, the Principal will appoint an external independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for him / herself or third person, any material or immaterial benefit which he / she is not legally entitled to.

The Principal will, during the tender process treat all Bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential / additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.

SIGNATURE OF TENDERER

SEAL

Tender No.: ETHANOL/JT-INDUSTRY/PT-SR/16 Due Date & Time: 23.07.2009 at 11.00 Hrs.	SUPPLY OF INDIGENOUS ANHYDROUS ETHANOL TO VARIOUS LOCATIONS IN THE STATE OF KARNATAKA.	Page 45 of 59
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The Principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder / Supplier

The Bidder / Supplier commits itself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

The Bidder / Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or immaterial benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

The Bidder / Supplier will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

The Bidder / Supplier will not commit any offence under the relevant Anti-corruption Laws of India; further the Bidder / Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

The Bidder / Supplier will, when presenting his bid, disclose any and all payment he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

The Bidder / Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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Section 3 – Disqualification from tender process and exclusion from future contracts

If the Bidder, before contract award has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question, the Principal is entitled to disqualify the Bidder from the tender process or to terminate the contract, if already signed, for such reason.

(1) If the Bidder/Supplier has committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is entitled also to exclude the Bidder / Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.

(2) A transgression is considered to have occurred if the Principal after due consideration of the available evidence, concludes that no reasonable doubt is possible.

(3) The Bidder / Supplier accept and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(4) If the Bidder / Supplier can prove that he has restored / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section 4 – Compensation for Damages

(1) If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages equivalent to Security Deposit / Performance Bank Guarantee.

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(3) The Bidder / Supplier agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder / Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder / Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 – Previous Transgression

(1) The Bidder / Supplier declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If the Bidder / Supplier makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

(1) The Bidder / Supplier undertakes to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders, Suppliers and Subcontractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidders / Contractors / Subcontractors

If the Principal obtains knowledge of conduct of a Bidder, Supplier or Subcontractor, or of an employee or a representative or an associate of a Bidder, Supplier or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the Vigilance Office.

Section 8 – External Independent Monitor / Monitors (three in number Depending on the size of the contract) (to be decided by the Chairperson of the Principal)

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The Principal appoints competent and credible external independent Monitor for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.

The Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Supplier. The Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder / Supplier / Subcontractor with confidentiality.

The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Supplier. The parties offer to the Monitor the option to participate in such meetings.

As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the bidder / supplier to present its case before making its recommendations to the Principal.

The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the "Principal" and, should the occasion arise, submit proposals for correcting problematic situations.

Monitor shall be entitled to compensation on the same terms as being extended to / provided to Outside Expert Committee members / Chairman as prevailing with Principal.

If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

The word 'Monitor' would include both singular and plural.

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Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Supplier 12 months after the last payment under the respective contract, and for all other Bidders 6 months after the contract has been awarded.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by Chairperson of the Principal.

Section 10 – Other Provisions

This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document / contract shall not be applicable for any issue / dispute arising under Integrity Pact.

Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

If the Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

For the Principal

For the Bidder / Supplier

Place

Witness 1:

Date

Witness 2:

SEAL

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Encl: To Agreement

TERMS & CONDITIONS OF CONTRACT FOR SUPPLY OF MATERIALS

Tender No.: ETHANOL/JT-INDUSTRY/PT-SR/16

Subject: Supply Of indigenous Anhydrous Ethanol to various locations in the State of
-----.

1. DEFINITIONS:

Throughout these conditions and in the specification (if any) hereto annexed the terms:-

- a. "The Purchaser" means IOC/ BPC/ HPC.
- b. "The Indenter" means any officer authorized by the purchaser to order materials.
- c. "The Inspecting Officer" means the person, firm, department nominated by the purchaser to inspect the materials on his behalf and the deputies of the Inspecting Officer so nominated.
- d. "The Supplier" means the person, firm or company from whom the order for supply of materials is placed and shall be deemed to include the supplier's successors, representatives, heirs, executors and administrators duly approved by the purchaser.
- e. "Sub-Contractor" means any person, firm or company from whom the supplier may obtain any materials to be used in the supply or manufacture of the materials.
- f. "Financial Year" means the year beginning with the month of April till the month of March.
- g. "Financial Quarter" means the months from April to June, July to September, October to December and January to March.

2. PURPOSE OF CONTRACT AND PARTIES TO THE CONTRACT:

This contract is for the supply of materials of the description in the quantities set forth in the purchase order and or schedule to the purchase order. Except as hereby otherwise provided a verbal or written arrangement abandoning, varying or supplementing this contract or any of the terms hereof, shall be deemed provisional and shall not be binding on the Purchaser unless or until the same is endorsed on the contract or incorporated in a formal agreement and signed by the parties hereto and till then the Purchaser shall have the right to repudiate such arrangement.

3. PERIOD OF THE CONTRACT:

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The contract, if any, awarded against this tender will be valid for a period of 7 months from 01.11.2009 to 31.10.2010.

4. CENTRAL EXCISE DUTY:

Central Excise Duty will be reimbursed at actual as applicable on the date of delivery. Invoices should reflect all details necessary or otherwise be complete in all respect to enable the buyer to claim MODVAT credit, as applicable.

5. SALES TAX:

The rate of Sales Tax payable will be as applicable at the time of delivery. Payment is subject to the condition and Supplier's written undertaking that the same is statutorily payable by the Supplier to the Government and actually will be paid to the Government.

6. TAXES AND DUTIES:

Octroi / Entry Tax / Statutory Govt. Levies like Import Fee, Export Fee, State Excise Admn Fee, Licence Fee, Denaturation Fee, etc., if any, will be reimbursed by the Purchaser at actuals as applicable on the date of delivery against production of proof of payment along with bills.

7. TURNOVER TAX (IF ANY):

Turnover taxes applicable, if any, will be borne by the Purchaser on production of documentary evidence.

8. DELIVERY:

The Supplier shall as may be required by the Purchaser, as mentioned in the purchase order / contract, at the place / places detailed in purchase order or schedule thereto the quantities of materials detailed therein and the same shall be delivered not later than the dates specified in the purchase order / schedule.

9. TIME FOR AND DATE OF DELIVERY, THE ESSENCE OF THE CONTRACT:

The time given for delivery shall commence from the date of the purchase order / contract by the Supplier. The time for and the date of delivery stipulated in the said purchase order / contract for the delivery of the materials shall be deemed to be the essence of the contract and should Supplier fail to deliver the same within the scheduled delivery period the Purchaser shall be entitled to withhold the payment if necessary until the quantity against the order has been supplied.

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10. EXTENSION OF TIME FOR DELIVERY:

If such failure as aforesaid shall have arisen from any cause which the Purchaser may admit as reasonable ground for extension of time, the Purchaser will allow such additional time as he considers to be justified by the circumstances of the case and shall forgo the whole or such part as he may consider reasonable of his claim for such loss or damage as aforesaid and the decision thereon shall be final, provided that in such circumstances, instead of allowing time the Purchaser shall have the option of terminating the contract and in that case no damage shall be claimable by the Supplier from the Purchaser.

11. SPECIFICATIONS:

When tenders are called for in accordance with specifications, the Supplier's tenders to supply in accordance with such specifications shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and in no circumstances will any claim on his part which may arise on account of his insufficient examination of the said specification be considered.

12. EXECUTION OF THE CONTRACT:

The whole contract is to be executed in the most approved and workman like manner to the entire satisfaction of the Purchaser or his deputed representative who has power to reject any of the materials of which he may disapprove and his decision thereon and on any question as to the true intent and meaning of the specification or of the work necessary for the proper completion of the contract shall be final and conclusive.

13. SUPPLIER'S RESPONSIBILITY:

The 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 acceptance of tender and the schedule annexed thereto.

14. ILLEGAL GRATIFICATIONS:

Any bribe, commission, gift or advantage given, promised or offered by the Supplier or by any body 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

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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 IOC / BPC / HPC and his decision shall be final and conclusive.

15. LAW GOVERNING THE CONTRACT:

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

16. ARBITRATION

- n. Any dispute or difference of any nature whatsoever any claim, cross-claim, counter-claim or set-off or regarding any right, liability, act, omission or account of any of the parties hereto arising out of or in relation to this agreement shall be referred to the sole arbitration of the Director (Marketing) of the Purchaser, who may either himself act as the Arbitrator or nominate some other Officer of the Purchaser to act as the Arbitrator. The Supplier will not be entitled to raise any objection to any such arbitrator on the ground that the Arbitrator is an Officer of the Purchaser and share holder of the Purchaser.
- o. In the event of the Arbitrator to whom the matter is originally referred being transferred, he shall be entitled to contribute the Arbitration proceedings notwithstanding his transfer, unless Director (Marketing) at the time of such transfer of at any time thereafter, designate another person to act as Arbitrator in his place in accordance with the terms of this agreement.
- p. In the event of the Arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reasons, the Director (Marketing) at the time of vacation of office or inability or refusal to act, shall designate another person to act as Arbitrator in accordance with the terms of this agreement.
- q. The Arbitrator newly appointed by the Director (Mktg.) under clause (b) or under Clause (c) above shall be entitled to proceed with the reference from the point of which it was left by his predecessor.
- r. It is express term of this contract that no person other than the Director (Mktg.) or person nominated by such Director (Mktg.) of the Purchaser as aforesaid shall act as Arbitrator hereunder. If for any reason Director (Mktg.) is unable or unwilling or refuses or fails to act as Arbitrator or nominate an Arbitrator then the matter shall not be referred to Arbitration at all.
- s. The award of the Arbitrator so appointed shall be final and conclusive and binding on all parties, to the agreement subject to the provisions of the Arbitration and Conciliation Act 1996, and the rules thereunder and any statutory modification or re-enactment thereof deemed to apply to the Arbitration Proceedings under this clause.
- t. The award shall be made in writing and published by the arbitrator within two years after entering upon the reference or within such extended time not exceeding one

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further year as the parties shall by writing agree. The parties hereto shall be deemed to have irrevocably given their consent to the Arbitrator to make and publish this award within the period referred to here in above and shall not be entitled to raise any objection or protest thereto under any circumstances whatsoever.

- u. The arbitrator shall have power to order and direct either of the parties to abide by observe and perform all such directions as the arbitrator may think fit having regard to the matters in difference i.e. dispute before him. The arbitrator shall have all summary powers and may take such evidence oral and/or documentary as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation Act 1996 including admission of any affidavit as evidence concerning the matter in difference i.e. dispute before him.
- v. The parties against whom the arbitration proceedings have been initiated, that is to say the Respondents in the proceedings shall cross-claim, counter claim or set off before the arbitrator in respect of any matter in issue arising out of or in relation to the agreement without seeking a formal reference of arbitration to the Director (Mktg.) for such cross-claim, counter claim or set off and the arbitrator shall be entitled to consider and deal with the same as if the matter arising therefrom has been referred to him originally and deemed to form part of the reference made by the Director (Mktg.).
- w. The arbitrator shall be at liberty to appoint, if necessary any accountant or engineer or other technical person to assist him and to act on the opinion taken from such person.
- x. The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross-claims of the parties.
- y. The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the Arbitrator may in his discretion determine and shall be also entitled to require one or both the parties to deposit funds in such proportion to meet the Arbitrators fees and expenses as and when called upon to do so.
- z. All powers reserved under the above condition shall be exercised by the Director (Marketing) for IOC / BPC / HPC.

Place:

Date:

Signature_____

Name of Person signing_____

Tenderer's Name and address with seal_____

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PART – B: PRICE B I D

DELIVERED RATE PER KL @ NATURAL TEMPERATURE INCLUSIVE OF EXCISE / SALES TAX / DENATURANT/ BITTERANT / TRANSPORTATION / ETC (WITH FULL RATE BREAK UP) FOR SUPPLY OF INDIGENOUS ANHYDROUS ETHANOL AT VARIOUS LOCATIONS.

1. Quantity offered in this tender in KL:
2. Location wise offered rate:

Rate breakup details (in Rs. per KL)

Sl. No	Location name	Rate breakup details (in Rs. per KL)											Delivered rate in Rs. per KL	
		Basic rate	Denaturant cost	Bitterant cost	Central Excise Duty	Education cess	Sales Tax/ Purchase Tax/ Privilege Fee	Licence Fee	State Excise Admn Fee	Export Fee	Import Fee	Transportation cost (Break-up to be given in item 3 below)		
1	Raichur													
2	Hassan													
3	Mysore													
4	Gulbarga/ Nandur													
5	Bijapur													
6	Desur/ Belgaum													
7	Navalur/ Hubli													
8	Devanagonthi (Bangalore)													
9	Mangalore													

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3. Transportation:

Location Name	One way distance from the tenderers' manufacturing unit (in KM)	Transportation rate per KL
Raichur		
Hassan		
Mysore		
Gulburga/Nandur		
Bijapur		
Desur/Belgaum		
Navalur/Hubli		
Devanagonthi (Bangalore)		
Mangalore		

Place:

Date: _____
Signature _____
Name of Person signing _____
Tenderer's Name and address with seal _____

Note:

- i. Any other charges/taxes applicable should be clearly indicated by the tenderer.
- ii. Tenderer enjoying benefits of concessional Excise Duty / Sales Tax should clearly state the same in the Price Bid as well as in the Technical Bid.
- iii. Tenderer are expected to quote their rates for all locations mentioned above.
- iv. Allocation of quantities for the locations among the suppliers shall be at the discretion of Oil Companies.
- v. Tenderer not quoting their rates for any of the location will not be considered for allocation of quantity for that location.
- vi. The rates finalized will be valid for the entire period of contract.

Place:

Date: _____
Signature _____
Name of Person signing _____
Tenderer's Name and address with seal _____

SEAL

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KARNATAKA

**TENDER FOR SUPPLY OF
INDEGENIOUS ANHYDROUS ETHANOL
TO VARIOUS LOCATIONS IN THE
STATE OF KARNATAKA**

TENDER NO. : ETHANOL/JT-INDUSTRY/PT-SR/16

TECHNICAL BID

ENVELOPE – A

(BIDDER'S NAME & ADDRESS)

SEAL

SIGNATURE OF TENDERER

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KARNATAKA

**TENDER FOR SUPPLY OF
INDEGENIOUS ANHYDROUS ETHANOL
TO VARIOUS LOCATIONS IN THE
STATE OF KARNATAKA**

TENDER NO. : ETHANOL/JT-INDUSTRY/PT-SR/16

PRICE BID

ENVELOPE – B

(BIDDER'S NAME & ADDRESS)

SEAL

SIGNATURE OF TENDERER

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KARNATAKA

**TENDER FOR SUPPLY OF
INDEGENIOUS ANHYDROUS ETHANOL
TO VARIOUS LOCATIONS IN THE
STATE OF KARNATAKA**

**TENDER NO. : ETHANOL/JT-INDUSTRY/PT-SR/16
DUE DATE : 23.07.2009
TIME 11.00 Hours**

TECHNICAL AND PRICE BID

ENVELOPE – C

**DY.GENERAL MANAGER LOGISTICS (RETAIL) SOUTH,
BHARAT PETROLEUM CORPORATION LTD.,
1, RANGANATHAN GARDEN, OFF 11TH MAIN ROAD, ANNA
NAGAR (WEST), CHENNAI – 600 040.**

FROM

(BIDDER'S NAME & ADDRESS)

SEAL

SIGNATURE OF TENDERER