



***Indian Oil Corporation Limited
Refineries Division HQ, New Delhi***

**Tender No. Petrotech/2016/Badges/5
For supply of Badges and rental of associated hardware, software and manpower
for Petrotech-2016**

Due On

28.07.2016 (14:30 HRS IST)

Opening of Unpriced Bid: 28.07.2016, 15:00 Hrs (IST)

Indian Oil Corporation Limited
(Refineries Division)
Projects Department (Materials-CPC)
Scope Complex, Core-2, 7, Institutional Area,
Lodhi Road, New Delhi – 110003
Fax No. 91-11-24361412
Tel. No. 91-11-71725075
E-mail : / agarwala1@indianoil.in

Reference: Tender No: Petrotech/ 2016/Badges/5

Subject: Procurement of Badges and rental of associated hardware, software and manpower for Petrotech -2016

Tender can be downloaded from our website <http://www.petrotech.in/> Any corrigendum/addendum related to above tenders shall be issued on our website only.

The tender can be downloaded during the period from 15.07.2016 09:00 HRS IST to 28.07.2016, 12:00 HRS IST

We would request you to submit your offer in sealed envelope in two bid system strictly as per the enclosed price schedule to reach us latest by 28.07.2016 (2.30 PM IST) indicating our "Tender reference Petrotech/2016/Badges /5 dated 15.07.2016 and due date "28.07.2016" on the Envelope.

Technical bid (Un price bid) in sealed envelope consisting of EMD, Credentials in support of Pre-qualifications, complete tender documents duly signed and stamped , technical specs duly signed and stamped as a token of acceptance, Agreed Terms and Conditions (ATC) duly filled and signed, performa of holiday list duly filled signed and stamped, Unprice schedule mentioning "Quoted" and No deviation statement duly signed and stamped.

"Technical bid" should be indicated on this envelope

Price bid in our price bid format in separate sealed envelope duly mentioning the price in figure and words and the quoted model no. with color options.

"Price bid" should be indicated on this envelope.

Both the above envelopes of **Technical bid (Unprice bid)** and **Price bid** to be kept in one bigger sealed envelope indicating the "Tender reference Petrotech/ 2016/Badges/05 dated 15.07.2016 and due date "28.07.2016".

Offer in sealed envelope to be deposited in Tender box placed at 5th floor, IOCL Scope complex , core -2, Lodhi Road , 7 , Institutional area , New Delhi-3

Amit Agarwal
Materials Manager (CPC)
IOCL, Refineries HQ,
New Delhi
Tel: 011-24369805/71725075
Fax: 011-24361412

Tender No: Petrotech/ 2016/Badges/5

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INDIAN OIL CORPORATION LIMITED

(Refineries Division)

TENDER NOTICE**Tender No: Petrotech/ 2016/Badges/5**

Sealed tenders are invited in two bids (Part-I Techno-Commercial Bid and Part II Price Bid) from prospective bidders for the supply of following material:

Description of material	Earnest Money Deposit (EMD)
Procurement of Badges and rental of associated hardware, software and manpower for Petrotech -2016	Rs.29,387.00 (Rupees Twenty nine thousand three hundred eighty seven only)

The bidder should fulfill the following pre-qualification requirements:**Pre Qualification Criteria****Commercial****(a) Financial Criteria**

The annual turnover of the Tenderers during any of the preceding three financial years should be at least Rs. 17,63,205.00

The bidder shall submit duly audited Profit and Loss Account and Balance Sheets for the same.

Published Annual report shall also be acceptable.

(b) Commercial Experience Criteria

For experience, the single order executed by the bidder, during any of the last five years ending on last day of the month immediately previous to the month in which last date of bid submission falls should be considered as per below:

- I. Three similar completed orders each of value not less than Rs. 8,81,603.00 or
- II. Two similar completed orders each of value not less than Rs. 11,75,470.00 or
- III. One similar completed order of value not less than Rs. 14,69,338.00

Similar Work means "Printing on PVC Badges & Lan yards AND supply of printers/manpower/card readers/scanners on hire for spot registrations/badge printing/scanning of cards".

The prospective bidder must submit documents such as Purchase Orders / Work Orders along with their completion certificates or receipts of payment and / or bank statements or any other duly authorized document which conclusively proves the completion of the work awarded which is being used by the prospective bidder in support of satisfying the Pre - Qualification Criteria. All or any of the Purchase Orders and / or Work Orders required for satisfying the Pre – Qualification Criteria may have been executed in India.

Documentary evidence for all of the above should be submitted with technical bid.

Download period shall be from 15.07.2016 to 28.07.2016. Last date of tender submission is 28.07.2016 till 14:30 Hrs (IST)

Note: Indian Oil Corporation Ltd. reserves the right to reject any or all of the Tenders or any part of a tender so received without assigning any reasons.
All legal disputes shall be within jurisdiction of local court.

Indian Oil Corporation Limited will not be responsible for any delay / loss due to electronic downloading or postal submission of bid.

PLACE: New Delhi.
DATE: 15.07.2016

Amit Agarwal
Materials Manager

Special Instructions to Bidders (SIB)

1.0 General Instructions:

1.1 Bids to be submitted in complete accordance with our Tender Document and its attachments.

2.0 Submission of Bids:

2.1 **Bids should be submitted in “Two Bid Systems” i.e. “Unpriced bid” and “Priced bid”.**

Part – I: -

Un-price Bid in **sealed envelope** complete with all technical and commercial details other than price, shall be submitted. Accordingly this part shall essentially contain the following documents:

- a) Earnest Money deposit (EMD) in the form of Demand Draft
- b) Credentials in support of prequalification criteria.
- c) Questionnaire of Agreed Terms & Conditions (ATC) with duly filled in all the points.
- d) Proforma of Declaration of Holiday Listing duly filled.
- e) Contact details of bidder
- f) Technical specifications duly filled, signed and stamped as a token of acceptance.
- g) Un-Price Schedule mentioning “Quoted / Unquoted”
- h) No deviation statement duly signed and stamped.

Envelope containing unprice bid should indicate “ Unprice bid”

Part – II: -

Priced Schedule in sealed envelope duly mentioning the quoted prices in figure and words in our price bid format indicating “Price bid” on the envelope.

Both the above Unprice bid and price bid to in one bigger sealed envelope mentioning the “Tender reference Petrotech/2016/Badges/05 dated 15.07.2016 and due date “28.07.2016”.

2.2 IOCL shall not be responsible for any delay in submitting the tender.

3.0 Tender Opening : -

3.1 The Technical bids shall be opened on the due date indicated in the tender.

3.2 Suo moto changes shall be treated as per the following matrix : -

Stage	Price Increase	Price Decrease
After opening of un-priced bid	Not Acceptable. Bid shall be liable for rejection. EMD shall be forfeited	In case of suo moto price decrease : 1. Tender evaluation shall be done without considering suo moto price decrease. 2. Ordering shall be done considering suo moto price decrease.

3.3 Normally the lowest responsive bid amongst the bids submitted by bidders and considered by IOCL to be qualified and competent shall be preferred, IOCL reserves the right not to accept the lowest bid if in its opinion this is not in the interests of IOCL.

3.4 IOCL reserves the right to reject, accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.

4.0 Tender Fee : Nil

5.0 Earnest Money Deposit (EMD) : Rs.29,387.00 (Rupees Twenty nine thousand three hundred eighty seven only)

a) Earnest Money Deposit (EMD) as mentioned in the tender documents shall be furnished along with the un-priced part of the bid by way of Demand draft in favor of M/s Indian Oil corporation Limited

b) Offers received without EMD as per tender requirement shall be liable for rejection of which IOCL shall be the sole judge.

c) **Release of EMD:**

i) EMD of bidders disqualified during techno-commercial bid evaluation shall be released immediately after approval of Price Bid Opening.

ii) EMD of bidders qualified in the techno-commercial bid but unsuccessful in the price bid stage shall be released immediately after final approval of the ordering proposal by the competent authority.

iii) EMD of the successful bidder shall be released after 2 months of successful completion of supply.

d) Forfeiture of EMD –

Earnest Money shall be forfeited in the following circumstances: -

- i. In case the bidder alters / modifies / withdraws the bid suo-moto after opening the bids (Technical bids in case of two bid system) within the validity period. In such a case, the tender submitted by the bidder shall be liable for rejection.
- ii. In case tender is accepted and the vendor fails to submit the PBG or to execute the order within the stipulated period.

e) EMD shall be accepted in the form of Demand Draft in favor of Indian oil corporation Limited payable at New Delhi.

IOCL Bank details

STATE BANK OF INDIA,

CAG BRANCH, NEW DELHI

A/C NO. : 10813608818

A/C NAME : INDIAN OIL CORPORATION LIMITED

IFSC CODE : SBIN0009996

5.0 Evaluation Criteria: Vendor will quote the delivered price of complete package (supply items, Rental, Manpower hire & installation and commissioning as per technical scope of work mentioned in Annexure-C) inclusive of all tax and duties, P&F, freight , insurance etc.

Evaluation shall be done on the basis of above mentioned all inclusive complete package price quoted by bidder.

6.0 Invalid Tenders and tenders liable for rejection :

Tender is liable for rejection in the following circumstances:

- a. Does not pay the EMD along with Unprice bid
- b. Does not fulfill minimum pre qualification criteria as per the Tender Documents
- c. Submits the tender late i.e. after due date and time
- d. Unsolicited tenders
- e. Stipulates the validity period less than what is stated in the Tender Documents
- f. Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable
- g. Does not disclose the full names and addresses of all his partners or Directors as applicable wherever called for in the tender.
- h. Does not fill in and sign the required annexures, specifications, etc. as specified in the tender.

- i. Does not submit bid in the prescribed format making it impossible to evaluate the bid.
- j. Indulges in tampering of tender documents.
- k. Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria

7.0 Negotiation:

Negotiations will not be conducted with the bidders as a matter of routine. However, IOCL reserves the right to conduct negotiations. Bidders to quote competitive prices considering the fact that price negotiations, if required, to be held with the lowest bidder only.

8.0 Overall Responsibility:

It will be the responsibility of the Bidder alone to deliver the material at the place specified by IOCL in New Delhi.

9.0 In the event of any irreconcilable conflicts, the hierarchy for acceptance shall be : –

- (a) SIB (Special Instructions to Bidders)
- (b) ATC (Questionnaire on Agreed Terms and Conditions)
- (c) GPC (General Purchase Conditions)

The terms & conditions mentioned in SIB shall supersede those mentioned in ATC and terms and conditions mentioned in ATC shall supersede any condition in contradiction mentioned elsewhere in the tender documents.

10.0 Delivery Schedule: 4 weeks from the date of FOA / Purchase order.

Delivery shall be the essence of the contract. Price Reduction for delay (Clause No. 12 of our GPC) shall not be applicable.

Mode of Packing : Packing should be Standard

11.0 The bidder entity should ensure that only one bid is submitted by them directly or by their Authorized channel partner or distributor on behalf of the bidder entity. In case it is found that bidder entity has submitted more than one bid, all their bids in the tender are liable for rejection.

Submission of bids by different offices/branches of the bidder entity will be considered as bids from the same entity and will be liable for rejection.

12.0 Any legal dispute shall be within the jurisdiction of local court of the Purchasing Office / Authority.

13.0 Firm Price: Price shall remain till complete execution of order. Price variation on any account is not applicable.

- 14.0 Performance Bank Guarantee (PBG):** Successful bidder shall submit the Performance bank guarantee within 15 days of issue of FOA / Work Order in our format (attached with GPC) for 10% of the order value valid till 3 months after completion of work.
- 15.0** Tendering can be abandoned without assigning any reason. No compensation shall be paid for the efforts made by the bidder.
- 16.0 Payment term:**
In partial modification of Clause 5.2 of IOCL's GPC, payment term shall be 100% within 30 days after completion of work.
- 17.0** A Company (bidder) shall not be allowed to use the credentials of its parent or any group company to meet the Experience Criteria.
- 18.0**
- (i) Submission of authentic documents is the prime responsibility of the bidder.
 - (ii) Wherever IOCL has concern or apprehension regarding the authenticity / correctness of any document, IOCL reserves the right of getting the documents cross verified from the document issuing authority.

Annexure – B

Declaration by the Bidder Regarding Non-Tampering of Tender Documents

Tender No. : Petrotech/ 2016/badges/5

Bidder's Offer Reference No. :

"The bidder declares that none of the tender documents have been tampered with. In case of tampering of tender documents, the bid shall be rejected outright and EMD forfeited without prejudice to any other rights or remedies available to IOCL".

Bidder's Name :

Authorized Person :

Title :

Signature :

Date :

Company Stamp :

Tender No. : Petrotech/ 2016/badges/5

Annexure-C**Details of requirement and technical specifications****Complete package of supply, rental & hire required as below**

Items	Numbers	Procurement or Rental or hire	Delivery Schedule
RFID BADGES & BADGE PRINTER RENTAL			
UHF RFID badges (86x54mm)	9000 nos.	Procurement	Within 1 week of handing over of Registration data by IOCL starting from Oct2016
Badge Printer with ribbon cartridges rental for RFID badge printing for 6 Days	6 each day	Rental	Starting from 28 th Nov 2016
Badge Printer with ribbon cartridges rental for RFID badge printing for last 2 Days	2 each day	Rental	Starting from 6 th Dec 2016
NETWORKING & ACCESSORIES			
Digital Lanyard for RFID Badges with hooks	9000 nos.	Procurement	Within 1 week of handing over of Registration data by IOCL starting from Oct2016
Wired Networking inside Vigyan Bhawan for Long Range UHF readers and vendor's Server for 3days.		Rental	Starting from 5 th Dec 2016
UHF long range RFID contactless reader, with antennas, for 3days.	9 readers each day	Rental	Starting from 5 th Dec 2016
USB RFID contact readers for 7 days	10 readers each day	Rental	Starting from 28 th Nov 2016
MANPOWER & SERVICES			
IT savvy Staff/Manpower for registration (1stSep-30th Sep) for 21 working days	2 each day	Hire	
IT savvy Staff/Manpower for registration (1stOct-16thDec) for 52 working days	4 each day	Hire	

IT savvy Staff/Manpower for 6 Days for Badge printing at Conference (29thNov-5thDec)	6 each day	Hire	
IT savvy Staff/Manpower for last 2 Days for Badge printing at Conference (6th-7thDec)	2 each day	Hire	
IT savvy Staff/Manpower for Pre-printed card receipt in IOCL application and mapping of RFID with IOCL generated Registration ID from 15 th Nov – 7 th Dec 2016 using IOCL application for 17 days	1 each day	Hire	
Software to read RFID ID from USB RFID reader and instantly display the RFID ID at Cursor position (like Barcode reader)	For 7 days	Rental	Starting from 28 th Nov 2016
Software to read RFID IDs from Long Range RFID reader, store the RFID ID and Reader ID with timestamp in vendor's Server and push this data to IOCL SQL Database at regular intervals. IOCL Server credentials and data push intervals to be configurable by IOCL.	For 7 days	Rental	Starting from 28 th Nov 2016

- **TECHNICAL SPECIFICATIONS**

- The technical specifications have been prepared for RFID cards, RFID readers and software for collection and transmission of RFID reader data. The specifications are generic in nature.
- RFID cards

Sr. No.	Feature	Requirement
1	Quantity	9000 cards
2	Card Type	Dual-interface cards that implement contactless and contact interfaces on a single card
3	Dimension	86 × 54 × 0.76 mm
4	Material	PVC
5	Inlay	Embedded Transponder Inlay. Size and positioning of inlay should be such that when badges are worn either horizontally or vertically, lanyard hole punch does not damage the inlay
6	Color	White background. Double side Pre-printing as per supplied data, photograph and barcode as per IOCL design Spot printing cards to be single side pre-printed with logo and category bands as per IOCL design
7	Operating Mode	Passive
8	RFID ID	Unique ID on each card

- UHF Long Range reader

Sr. No.	Feature	Requirement
1	Operating Mode	Answer, Active, Trigger
2	Sensing distance	0-6 meters
3	Reading Clue	Buzzer
4	Input Power Supply	100-240V with/ without Power Adapter
5	Reading capacity	Read all cards during simultaneous entry of at-

	least 5 cards.
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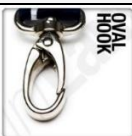
- Desktop UHF Reader

Sr. No.	Feature	Requirement
3	Operating Mode	Answer, Active, Trigger
4	Read Range	0-300mm
5	Write Range	0-100mm
6	Reading Clue	Buzzer & LED
7	Input Power Supply	Powered by USB

- Integration Software

Sr. No.	Feature	Requirement
1	To push Reader data from vendor's server into IOCL's SQL Server in the format (Reader ID, RFID ID, Read Date&Time)	On Real-time basis over internet connection provided by IOCL. IOCL Server credentials and push interval should be configurable.
2	Poll USB reader to get RFID ID onto current cursor position (like Barcode reader)	On Real-time basis

- Lan yards and Hooks

Sr. No.	Feature	Requirement
1	Quantity	9000 lanyards
2	Dimension	16 x 900 mm
3	Material	Satin
4	Colors	Multi-color Digital Pre-printed with different background and foreground colors as per IOCL design.
5	Hooks	1 per Lanyard. Silver tone metal with lobster shape and D-ring size of 15-20 mm
6	Shape	

1. TECHNICAL SCOPE OF WORK

The scope of the work under this contract shall cover the following:

- Supply of pre-printed RFID cards with single punched Lanyard hole with shape commensurate with hook, as per Technical Specifications in the tender with a turnaround time between handing over of data by IOCL and receipt of pre-printed cards being maximum 1 week.
- Supply of blank cards (only Logo and Category printed) as per Technical specifications.
- Installation and testing of the supplied integration software on Servers, Desktops and Laptops
- Installation of UHF Long Range Reader and Antennas near entry doors to scan ALL cards going thru the earmarked gates

- Installation of Vendor's Server along with necessary connectivity cables between RFID readers and Vendor's Server, to store RFID reader data and push RFID reader data to IOCL server.
- Manpower to be placed at Scope Complex / IOCL Gurgaon as advised by IOCL and at Vigyan Bhawan between 5th and 7th Dec 2016
- Connectivity of all Badge printers and RFID readers and installation of drivers (if required) to be done by Vendor
- Registration, which includes entry of personal particulars and upload of photograph, would be done using IOCL provided Software.
- Receipt of pre-printed badges at IOCL to be entered in IOCL application by vendor and arranged serially in IOCL supplied labelled boxes.

Note: As a part of the Technical evaluation, Bidder to demonstrate working of the integration softwares with respect to compatibility with IOCL's in-house software. If not found OK, the bid will not be considered.

Tender No. : Petrotech/ 2016/Badges/5

Anneure-D

No deviation confirmation by Bidder

We confirm the acceptance of complete tender documents, special instruction to bidders (Annexure-A), Technical specifications Annexure-C) , Unprice schedule Annexure- G, Price schedule Annexure-H, & General Purchase conditions Annexure J.

We confirm that we have not taken any technical or commercial deviations.

Bidder's Name :

Authorized Person :

Title :

Signature :

Date :

Company Stamp :

CONTACT DETAILS OF TENDERER

1.	NAME OF THE BIDDER	:	
2.	CONTACT DETAILS OF OFFICE		
a.	ADDRESS	:	
b.	Person to be contacted	:	
c.	Telephone No.	:	
d.	Fax no.	:	
e.	Mobile no.	:	
f.	E-mail ID (Mandatory)	:	
3.	CONTACT DETAILS OF FACTORY		
a.	ADDRESS	:	
b.	Person to be contacted	:	
c.	Telephone No.	:	
d.	Fax no.	:	
e.	Mobile no.	:	
f.	E-mail ID	:	
g.	Pan Card No	:	
h.	Bank Account No details with cancelled blank cheque	:	

Tender No. : Petrotech/ 2016/Badges/5

Annexure-F		
Agreed Terms & Conditions		
ITEM: Badges and rental of associated hardware, software and manpower for Petrotech 2016.		
Vendor: M/s		
S. No.	Petrotech Requirement	Vendor's confirmation/ acceptance/comments
	COMMERCIAL	
1	Confirm that the quoted prices are in Indian Rupees.	
2	Confirm that the prices shall be given strictly as per our price schedule.	
3	Complete package Price basis should be inclusive of all charges (packing and forwarding, all taxes & duties, freight, insurance etc.) i.e. Free delivery to our specified place in Gurgaon (Haryana) and Delhi	
4	Indicate Dispatch point:	
5	Delivery periods as mentioned in technical specification Annexure-C	
6	Delivery shall be the essence of the contract as the requirement is for an event taking place on a particular period.	
7	Confirm that the Prices shall be FIRM and FIXED till complete execution of the order and shall not be subject to variation on any account.	
8	Confirmation that the quoted prices shall remain valid for our acceptance up to two months from due date for submission of offer.	

9	Confirm that all Bank charges and Stamp Duties shall be borne by the bidder.	
10	Confirm acceptance of IOCL's 'General Purchase Conditions' in toto except for Price Reduction for delay (Clause No. 12 of our GPC). IOCL's GPC attached with tender.	
11	Confirm that you have not taken any technical or commercial deviations	
12	Confirm acceptance of repeat purchase order with the same rate and terms & conditions within one month from the date of original purchase order.	
13	Payment term : In partial modification of Clause 5.2 of IOCL's GPC, Confirm that payment term shall be 100% within 30 days after completion of work and against submission of PBG.	
14	Please indicate whether any of the Directors of BIDDER is a relative of any Director of IOCL or the BIDDER is a firm in which any Director of IOCL or his relative is a Partner or the BIDDER is a private company in which any director of IOCL is a member or Director. List of IOCL directors is available at https://www.iocl.com/Aboutus/Management.aspx	
15	Please confirm you have not been banned or de-listed by Indian Oil Corporation Limited or its Administrative Ministry (i.e. Ministry of petroleum & Natural Gas, Government of India). If you have been banned, then this fact must be clearly stated.	
16	You are requested to furnish the following information for e-payment: a) Name of the vendor/contractor party b) Account No. of the party c) Bank & Branch Name where the above account is maintained d) Type of account (current/saving/cash credit A/c) e) Branch code of the above bank branch	

	<p>f) The 9 digit MICR code of the above branch (with is printed in the cheques issued by the Branch available with the A/c holder). Vendor will submit the same in our format (attached) to be printed on vendor's letter head along with copy of PAN card and cancelled cheque.</p>	
17	<p>Performance Bank Guarantee (PBG): Please confirm the submission of Performance bank guarantee within 15 days of issue of FOA / Work Order in our format (attached with GPC) for 10% of the order value valid till 3 months after completion of work.</p>	

Vendor' name :

Offer Ref. :.....

Bidder's Signature

Date:

Name :

Unprice schedule

Note: Bidder will not mention price in this sheet. Only “Quoted” to be mentioned under price column.

Tender no. PETROTECH/2016/ Badges/5

Due on : 28.07.2016

Unprice Schedule

Sl No.	Item	Complete Package Price in INR (In figure)	Complete Package Price in INR (In words)
1.	Complete package of Supply, rental , manpower hire and Installation and commissioning with technical scope of work as mentioned in “Details of requirement and technical specifications” Annexure-C		

Above mentioned Price is delivered price of complete package inclusive of all taxes and duties, P&F, freight, insurance etc.

Vendor' name :

Bidder's Signature

Offer Ref.

Name :

Date:

Designation:

Tel. No.

Fax No.

E-mail

Price Bid format**Note: Bidder will mention all inclusive price in this sheet under price column****Tender no. PETROTECH/2016/ Badges/5****Due on : 28.07.2016****Price Schedule**

Sl No.	Item	Complete Package Price in INR (In figure)	Complete Package Price in INR (In words)
1.	Complete package of Supply, rental , manpower hire and Installation and commissioning with technical scope of work as mentioned in “Details of requirement and technical specifications” Annexure-C		

Above mentioned Price is delivered price of complete package inclusive of all taxes and duties, P&F, freight, insurance etc.

Vendor' name :

Bidder's Signature

Offer Ref.

Name :

Date:

Designation:

Tel. No.

Fax No.

E-mail

Revised proforma of Declaration of Black Listing/Holiday Listing**In the case of Proprietary concern:**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. [REDACTED] which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am or was involved as a Managing Partner are currently placed on Black List or Holiday List declared by Indian Oil Corporation Limited or its Administrative Ministry, except as indicated Below:

(Give particulars of black listing or holiday listing and in absence thereof state "NIL")

[REDACTED]

I, hereby do further declare that the following notice(s) have hitherto been issued against proposed action for holiday/black listing and /or the following action for holiday listing/black listing has hitherto been taken, as the casemay be, by Indian Oil Corporation Ltd. or its Administrative Ministry in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the managing partner.

No. and Date of Show-cause Notice/ Notice of Holiday/Black Listing	Period of Holiday Listing/Black Listing	<u>Present status</u>

(State 'None' if there is no such notice or action).

In the case of a Partnership Firm:

We, hereby declare that neither We, M/s. [REDACTED] submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor of any concern or as partner of any firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a Managing Parter, are currently placed on Black List or Hodiday List declared by Indian Oil Corporation Limited or its Administrative Ministry, except as indicated below:

(Give particulars of black listing or holiday listing and in absence thereof state "NIL")

VENDOR TO FILL HERE

We, hereby do further declare that the following notice(s) have hitherto been issued against proposed action for holiday/black listing and /or the following action for holiday listing/black listing has hitherto been taken, as the case may be, by Indian Oil Corporation Ltd. or its Administrative Ministry against the above firm or any partner involved in the Management of the firm in his individual capacity or as proprietor or any concern as the Managing Partynerof any firm.

No. and Date of Show-cause Notice/ Notice of Holiday/Black Listing	Period of Holiday Listing/Black Listing	<u>Present status</u>
VENDOR TO FILL HERE		

(State 'None' if there is no such notice or action).

In the case of Company:

We, hereby declare that we are not currently placed on any holiday list or black list

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25.0	TRANSFER OF TITLE AND RISK OF LOSS
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ANNEXURE A:	Proforma for Bank Guarantee in lieu of Earnest Money Deposit
ANNEXURE B:	Proforma for Irrevocable Letter of Credit
ANNEXURE C:	Proforma for Performance Bank Guarantee
ANNEXURE D:	Proforma for Bank Guarantee for full value of Free Issue Material(s)
ANNEXURE E:	Proforma for Bank Guarantee for full value of Rejected Material(s)

GENERAL TERMS AND CONDITIONS OF PURCHASE

1.0 **DEFINITIONS**

1.1 Unless repugnant to the subject or context thereof, the following expressions herein used shall carry the meaning hereunder respectively assigned to each, namely:

- (a) **“Bulk Consumables”** mean items specifically defined in the Contract Documents to constitute bulk consumables.
- (b) **“Contract”** shall mean the contract as derived from:
 - i) The Tender Documents;
 - ii) Agreed Variations to the Tender Documents;
 - iii) Vendor’s Priced bid; and
 - iv) The Purchase Order.
- (c) **“Contract Document(s)”** shall mean individually and collectively the documents constituting the contract.
- (d) **“Defect Liability Period”** in respect of:
 - (i) Bulk Consumables shall be the date of delivery plus 6 (six) months;
 - (ii) In the case of other Material(s) shall be 18 (eighteen) months from the date of delivery or 12 (twelve) months after the same have been put in service or commissioned, whichever is earlier;
 - (iii) In the case of altered or replaced Material(s):
 - (a) With respect to Bulk Consumables, shall be 6 (six) months from the date of alteration, repair or replacement as the case may be; and
 - (b) With respect to other Material(s), shall be 12 (twelve) months from the date of alteration, repair or replacement as the case may be.
- (e) **“Delivery”**
 - (i) with respect to Imported Material(s) means the date of completing shipment of the Material(s) on board the designated

vessel or aircraft at the designated port or place of shipment, securely packed and loaded below deck and unless otherwise determined, shall be deemed to be the date of the relative Bill of Lading or Airway Bill; and

- (ii) with respect to Indigenous Material(s) means the date of completing shipment of Material(s) F.O.R./F.O.T. securely packed and loaded and unless otherwise determined, shall be deemed to be the date of the relative Truck/lorry Receipt or Railway Receipt.

- (f) **“Earnest Money Deposit”** means the Demand Draft or Banker’s Pay Order or the bank guarantee furnished by the Vendor in lieu of cash in support of his/its bid as required by the Bid Documents.

- (g) **“Equipment”** means plant, machinery, equipment, instruments, computer, control and other electronic and electrical systems, and shall include parts, components, assemblies and sub-assemblies thereof.

- (h) **“Free Issue Material(s)”** means any equipment, parts or components or spares to be supplied by IOCL to the Vendor which are to be incorporated in any supply of Indigenous Material(s).

- (i) **“IOCL”** means Indian Oil Corporation Ltd., a company incorporated in India and having its registered office at G-9, Ali Yavar Jung Marg, Bandra (East) Mumbai – 400 051 and having the Head Office of its Refineries Division at Scope Complex, Core 2, 7 Institutional Area, Lodhi Road, New Delhi-110 003 and includes its successors, assigns and all persons through whom it acts in any matter for the purpose of the Tender or the Contract.

- (j) **“Imported Material(s)”** mean(s) the materials to be fabricated, manufactured or procured by the Vendor outside India for shipment to India under the Contract.

- (k) **“Indigenous Material(s)”** mean(s) materials to be fabricated, manufactured or procured by the Vendor within India for supply under the Contract.

- (l) **“Inspectors”** means Inspectors nominated, appointed, approved or deputed by IOCL for inspection of the Material(s) prior to Delivery.

- (m) **“Material(s)”** means any and all raw materials, manufactured articles, equipment, spares and other goods and supplies whatsoever and includes wherever applicable drawings, data, specifications and intellectual property rights and all services (including but not limited to design, fabrication, inspection, delivery and testing) required to be supplied, done, performed, prepared or undertaken to meet the requirements of the Contract.

- (n) **“Procurement Coordinator”** means the representative or agency appointed by IOCL for managing, expediting and/or coordinating the supply of Material(s).
- (o) **“Project”** means the Project or Refinery for which the Material(s) is/are required.
- (p) **“Project Site”** means the site of the Refinery unit or site of the Project for which the Material(s) is/are required.
- (q) **“Purchase Order”** means IOCL’s acceptance of the Vendors’ offer/bid and includes any formal or detailed Purchase Order issued by IOCL pursuant to the acceptance of the bid.
- (r) **“Stipulated Delivery Period”** means the date(s) for delivery of the Material(s) as stipulated in the Contract and failing such stipulation, shall mean the date(s) for such delivery(ies) as agreed between the Vendor and IOCL.
- (s) **“Tender Documents”** with reference to the Purchase Order mean:
 - (i) Material Requisition/Request for Quote;
 - (ii) General Terms and Conditions of Purchase;
 - (iii) Technical Specifications;
 - (iv) Special Conditions of Purchase (if any);
 - (v) Addendum (a) (if any) to the Tender Documents.
- (t) **“Total Contract Value”** means total value of the Material(s) and services to be supplied as specified in the Purchase Order, exclusive of reimbursable taxes and duties.
- (u) **“Vendor”** means the successful bidder on whom the Purchase Order is placed.

1.2 Interpretation of Contract Documents

- 1.2.1 The several Contract Documents forming the Contract are to be read together as a whole and are to be taken as mutually explanatory.
- 1.2.2 Should there be any doubt or ambiguity in the interpretation of the Contract Documents or in any of them, the Vendor shall prior to commencing the relative supply or work for supply under the Contract apply in writing to IOCL for resolution of the doubt or ambiguity. Should the Vendor fail to apply to IOCL within 7 days from the date of receipt of the Order for its clarification as aforesaid, the Vendor shall perform the relative work and/or make the relative supply at his own risk.
- 1.2.3 Any item of supply or service relative thereto shown, indicated or included by expression or implication in any document forming part of the Contract shall be

deemed to form part of the Scope of Supply with the intent that the indication or inclusion of the supply or service within any of the said documents shall be a sufficient indication of the Scope of Supply or service covered by the Contract.

- 1.2.4 No verbal agreement or assurance, representation or understanding given by any employee or officer of IOCL or so understood by the Vendor shall anyway bind IOCL or alter the Contract Documents unless specifically given in writing and signed by or on behalf of IOCL as an Agreed Variation to the relative term(s) in the Contract Document(s).
- 1.2.5 Clause headings given in this or any other Contract Documents are intended only as a general guide for convenience in reading and segregating the general subject of the various clauses, but shall not govern the meaning or import of the clauses there under appearing or confine or otherwise affect the interpretation thereof.

1.3 Irreconcilable Conflicts

Subject to the provisions of Clause 1.2 hereof, in the event of an irreconcilable conflict between the provision of these General Terms and Conditions of Purchase and/or the Special Conditions of Purchase and/or Addendum (a) and/or the Agreed Variations to the Tender Documents and/or the Purchase Order and/or between any of the other said documents so that the conflicting provision(s) cannot co-exist, to the extent of such irreconcilable conflict, the following order of precedence shall apply so that the conflicting provision(s) in the document lower in the order of precedence set out below shall give way to the conflicting provision(s) in the document higher in the order of precedence, namely:

- (i) Agreed Variations to the Tender Documents;
- (ii) Purchase Order;
- (iii) Addendum/Addenda (a) to the Tender Document;
- (iv) Special Conditions of Purchase;
- (v) General Terms and Conditions of Purchase;
- (vi) Other Contract Documents.

2.0 **CONFIRMATION OF ORDER**

- 2.1 Without prejudice to the formation of contract by acceptance of bid, the Vendor shall acknowledge the acceptance of the Purchase Order by signing and returning the duplicate/photocopy within 7 (seven) days following receipt of the Purchase Order and such acknowledgement shall constitute conclusive evidence of a concluded contract without exception, on the terms and conditions set out in the Bid Documents.
- 2.2 Should the Vendor fail to acknowledge acceptance of the Purchase Order within the period specified above, IOCL may, without prejudice to any other right or remedy available to it, forfeit the Earnest Money Deposit.

3.0 **PRICE**

3.1 Unless otherwise specifically stipulated, the price shall be firm and shall not be subject to escalation for any reason.

3.2 Unless otherwise specifically stipulated, the price for Indigenous Material(s):

(i) shall be inclusive of road/rail worthy water-proof packing and forwarding charges upto effecting delivery at F.O.T./F.O.R despatch point and shall also be inclusive of inland freight and octroi, terminal taxes and entry taxes as leviable on the transportation or entry of goods into any local area or limits pursuant to the Contract; and

(ii) shall be exclusive of transit insurance, VAT, Central Sales Tax, State Sales Tax, Excise Duty and/or such other imposts which are leviable by law on the manufacture of finished goods or their sale to IOCL pursuant to the Contract.

3.3(a) If it is stipulated that octroi, terminal taxes and entry taxes are to be borne by IOCL, the Vendor shall arrange for the transporter to pay the octroi, terminal taxes and/or entry taxes, if any leviable and claim reimbursement thereof from IOCL against proof of payment.

(b) If it is stipulated that dispatch shall be on “freight to pay basis”, the Vendor shall advise the transporter to collect the freight from IOCL after the full quantity of the Material(s) has/have been delivered in good condition to the Project Site.

3.4 Unless otherwise stipulated, the price of Imported Material(s) shall be the FOB /FCA price of Material(s) and shall be inclusive of sea/air worthy water-proof packing and forwarding charges and loading of Material(s) below deck of vessel and all taxes upto delivery of Material(s) at stipulated Indian Port, shipped through Indian flag vessels, but shall be exclusive of marine/air insurance and ocean/air freight. Except for stipulations to the contrary in the Contract, the provisions of FOB (INCOTERMS-2000) shall apply to ocean shipments and the provisions of FCA (INCOTERMS-2000) shall apply to air shipments.

4.0 **EARNEST MONEY**

4.1 A bid is liable to be rejected unless it is supported by earnest money of a value as provided in the Purchase Requisition/ Request for Quote.

4.2 Earnest Money by the tenderers shall be accepted only in the form of a Demand Draft or Bankers Pay Order drawn on a local bank in favor of Indian Oil Corporation Limited. Bank Guarantee in the format set forth in **Annexure “A”** hereto may be furnished in lieu thereof if the amount of Earnest Money Deposit is not less than Rs. 100,000/-(Rupees one hundred thousand only).

- 4.3 If the Earnest Money is in the form of a Bank Guarantee, the validity of the Bank Guarantee shall be extended by the Vendor at the Vendor's cost and initiative for a period of 3 (three) months beyond the date of the acceptance of bid by IOCL, failing which the Bank Guarantee may be encashed by IOCL and the proceeds held as security for the performance of Vendor's obligation and the due discharge of Vendor's liability under the resultant Contract until the Vendor acknowledges the acceptance of the Purchase Order and furnishes the Performance Guarantee. Should the Vendor fail to accept the Purchase Order and/or furnish the Performance Guarantee within the time specified in this behalf, or specifically permitted by IOCL for the purpose, IOCL may encash the Bank Guarantee furnished by the Vendor by way of Earnest Money Deposit and/or forfeit such proceeds or other encashable Earnest Money Deposit held by it in cash without prejudice to any other right or remedy available to it.
- 4.4 The Earnest Money paid by the unsuccessful bidder(s) shall be refunded/returned within 15 days of the finalisation of the Tender by IOCL.
- 4.5 Earnest Money furnished by a tenderer may also be forfeited in the following circumstances:
- (a) If the tenderer alters or modifies or withdraws their bid prior to opening of the price bid and within the specified validity period of the Tender; or
 - (b) If the tenderer withdraws their bid after the Tender is opened.

5.0 **TERMS OF PAYMENT**

5.1 **For Imported Material(s):**

- a) The price of Imported Material(s) shall be paid in the currency specified in the Contract.
- b) 100% (one hundred percent) of the price of the relative Imported Material(s) (after considering price reduction for delay, if any, as per clause 12.0) will be paid under an irrevocable Letter of Credit against submission of documents specified in the Letter of Credit. The Letter of Credit shall be substantially in the format set forth in the **Annexure "B"** hereto and shall be established either by the State Bank of India or other bankers of IOCL in India.
- c) Unless otherwise specified, the Vendor may draw against the Letter of Credit on presentation of all the following documents:
 - (i) Invoice
 - (ii) Clear Bill of Lading/Airway Bill covering the Material(s) invoiced
 - (iii) Packing list for the consignment

- (iv) Third party Inspector's Certificate covering the invoiced Material(s) wherever applicable
 - (v) Test/Composition Certificate
 - (vi) Certificate of origin
 - (vii) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable.
 - (viii) Export Certificate, wherever applicable
 - (ix) Invoice of Inspector's charges, wherever applicable
 - (x) IOCL's acknowledgement of Performance Bank Guarantee wherever applicable.
- d) Bank charges payable to IOCL's banker for opening of the Letter of Credit shall be borne by IOCL and bank charges payable to the Vendors' banker shall be borne by the Vendor.
- e) Should the Vendor desire to get the Letter of Credit confirmed by any other banker, confirmation charges will be borne by the Vendor.
- f) Unless otherwise agreed, the Letter of Credit shall not permit drawing in more than 3 (three) tranches.
- g) Unless otherwise specified, the Vendor shall furnish a Bank Guarantee towards performance favoring IOCL within 15-days of the Purchase Order for an amount equivalent to 10% (ten) of the Price of Material(s) from a Scheduled bank in India (including an Indian branch of a foreign bank) acceptable to IOCL in the format set forth in **Annexure "C"** hereto valid (in the first instance) for the period specified in Clause 16.12
- h) In the event that IOCL requests the Vendor to hold or to warehouse the Material(s) for any period after the Material(s) are ready for shipment, the storage charges as agreed, shall be borne by IOCL in addition to the Price.

5.2 For Indigenous Supply:

- a) Unless otherwise specified in the Contract, where the total contract value does not exceed Rs.50,000/- (Rupees fifty thousand only), IOCL shall release 100 % of the relative Price of Material(s) within 30 days of receipt of the Material(s) at Project Site and their acceptance.
- b) Unless otherwise specified in the Contract, where the total contract value exceeds Rs. 50,000/-(Rupees fifty thousand only) but is less than Rs. 1,00,000/- (Rupees one hundred thousand only), IOCL shall release 90% of the relative Price of Material(s) **on delivery of the documents** specified in (c) hereof below relative hereto, and will release the balance 10% of the Vendor's invoice within 30 (thirty) days of receipt of Material(s) at Project Site and their acceptance.

- c) Unless otherwise specified, where the total contract value of the Material(s) is Rs. 1,00,000/- (Rupees one hundred thousand only) and above, IOCL shall release 90% of the relative price against the documents specified here below relative hereto **through IOCL's bankers** and will release the balance 10% on the Vendor's invoice within 30 (thirty) days of receipt of Material(s) at the Project Site and its/their acceptance. Unless otherwise mentioned, the specified documents are:
- (i) Invoice
 - (ii) Clear Railway Receipt/Truck Receipt/Goods Receipt covering the Material(s) invoiced
 - (iii) Packing list for the consignment
 - (iv) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
 - (v) Test/Composition Certificate, wherever applicable
 - (vi) IBR Certificate/CMRS Certificate, wherever applicable
 - (vii) Drawing(s)/Catalogue(s) covering the Material(s) , wherever applicable
 - (viii) Guarantee/Warranty Certificate(s), wherever applicable
 - (ix) Invoice of Inspector's charges, wherever applicable
 - (x) Freight Memo(s) if freight is not included in the Price and the RR/TR/GR does not give the freight particulars.
 - (xi) Acknowledgement by IOCL of receipt of Performance Bank Guarantee (wherever applicable)
- d) The financial settlement of the Vendor's invoice is liable to be withheld in the event the Vendor fails to submit the drawings, data and all other documents as called for in the Purchase Order.
- (e) Unless otherwise specified, the Vendor shall furnish a Bank Guarantee towards performance favoring IOCL within 15-days of the Purchase Order for an amount equivalent to 10% (ten) of the Price of Material(s) from a Scheduled bank in India (including an Indian branch of a foreign bank) acceptable to IOCL in the format set forth in **Annexure "C"** hereto valid (in the first instance) for the period specified in Clause 16.12.

6.0 **VENDORS' DRAWINGS AND DATA REQUIREMENT**

The Vendor shall submit drawings, data and documentation in accordance with (but not limited to) what is specified in the Purchase Requisition/Tender documents and/or Vendor's drawing and data form attached to the Purchase Order, within 30 (thirty) days of the Purchase Order. The types, quantities and time limits for submitting these must be respected by the Vendor and the Material(s) shall be deemed not to have been delivered for all purposes (including payment) until completion of the said submissions to the satisfaction of IOCL.

7.0 **FREE ISSUE MATERIALS (for incorporation in the Indigenous supply)**

If the Purchase Order involves the incorporation of any Free Issue Material(s):

- (a) The Vendor shall prior to taking delivery of the Free Issue Material(s) arrange for a Bank Guarantee for the full value of the Free Issue Material in the format set forth in **Annexure "D"** hereto valid from the date of the receipt of the Free Issue Material(s) until delivery of the Material(s) in which the Free Issue Material(s) has/have been incorporated.
- (b) The Vendor shall inspect the Free Issue Material(s) at the time of taking delivery thereof and satisfy itself of the quality, quantity and condition of the Free Issue Material(s). IOCL shall not be liable for any claims or complaints whatsoever in respect of the quality, quantity or condition of the Free Issue Material(s) once the Vendor has taken delivery thereof.
- (c) All Free Issue Material(s) shall be taken delivery of, transported, held, stored and utilized by the Vendor as trustee of IOCL, and delivery of the Free Issue Material to the Vendor shall constitute an entrustment thereof by IOCL to the Vendor with the intent that any transportation, utilization, application or disposal thereof by the Vendor otherwise than for incorporation in the Indigenous Material(s) shall constitute a breach by the Vendor.
- (d) The Vendor shall transport the Free Issue Material(s) only by such transportation as is suitable and shall hold and store the Free Issue Material(s) only at such place and/or premises that are air and water tight and otherwise suitable for the storage of the Free Issue Material(s) so as to prevent damage or deterioration or theft or other loss, and shall arrange such watch and ward as shall be necessary to ensure the safety thereof.
- (e) Notwithstanding the Bank Guarantee mentioned in sub-paragraph (a) above, the Vendor shall replace any Free Issue Material(s) which is/are lost, damaged, misused, stolen or deteriorated with other Material(s) of equivalent quantity and quality and condition, and the same shall be deemed to constitute Free Issue Material(s) and the provisions of sub-

paragraphs (a) to (f) hereof shall apply thereto in the same manner as to the originally supplied Free Issue Material(s).

- (f) Unused Material(s) from the Free Issue Material(s) shall be returned by the Vendor to IOCL and if IOCL so directs, the Vendor shall dispose of the same by sale or otherwise on such terms and conditions as IOCL may stipulate or approve and the Vendor shall pay to IOCL the sale proceeds of the Material(s) so disposed of by sale.

8.0 **THE BILL OF MATERIAL(S)**

8.1 Where the price of Material(s) is a lumpsum price and pro-rata payment is envisaged in the Purchase Order, the Vendor shall within 30 (thirty) days of the issue of the Purchase Order furnish to IOCL for approval, a priced and detailed Bill of Material(s)/ Billing Schedule as required covering all Material(s), which shall conform to the price break-up and Total Contract Value given in the Purchase Order. The Bill of Material(s) shall operate as the Billing Schedule for payment of the price of the Material(s). In preparing the Bill of Material(s), the Vendor shall ensure that all contracted Material(s) are included in the Bill of Material(s) so as to ensure that IOCL is not required, due to any oversight or omission, to pay any taxes and duties on a value in excess of the total Value indicated in the Contract. Should IOCL be required to pay excise duty, sales tax or customs duty on account of such oversight or omission, the Vendor shall reimburse such excess payments to IOCL.

8.2 The Material Safety Data Sheets in the case of catalysts and chemicals and other items where ever applicabe shall also be submitted within 30 days after receipt of the Purchase Order.

9.0 **MODIFICATION**

9.1 IOCL shall have the right to request changes or modifications in the technical documents and/or specifications comprised in the Contract, subject to the Vendor's approval thereto. IOCL shall bear any additional cost and shall be entitled to the benefit of any reduced cost resultant upon any such change or modification.

9.2 As soon as possible after receipt of a written request from IOCL for change(s), the Vendor shall furnish in writing to IOCL an estimate of the additional cost or benefit for the change(s) and/or modification(s) requested and its effect on the delivery date. On agreement with respect to the enhanced/reduced cost and modified delivery time, which shall be finalized within 10 (ten) days of the request for the modification, IOCL shall issue an amendment to the Purchase Order, and the Vendor shall promptly proceed with the change(s)/modification(s) contemplated by the amended Purchase Order.

10.0 **SUB-CONTRACTS**

10.1 The Vendor shall not assign the Contract in whole or part without obtaining the prior written consent of IOCL.

10.2 The Vendor shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to IOCL together with the assignee, for and in respect of the due performance of the Contract and the Vendor's obligations there under.

11.0 **EXPEDITING**

11.1 IOCL may appoint a Procurement Coordinator to manage, expedite and coordinate the manufacture, shipment and/or despatch of Material(s) covered by the Contract.

11.2 The Vendor shall furnish to the Procurement Coordinator within 30 (thirty) days of receiving the Purchase Order, the required number of copies of documents including but not limited to Schedule of manufacture/PERT chart, unpriced copies of sub-orders, phased programme of item-wise manufacture, testing and delivery and any other information and/or documents as may be called for by the Procurement Coordinator.

11.3 The Procurement Coordinator shall have free access to the Vendor's shop and sub-suppliers' shop during normal working hours and shall be provided all the necessary assistance and information to help him perform his job.

12.0 **RESPECT FOR DELIVERY DATES AND PRICE DISCOUNT**

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

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

12.3 If any Material(s) is/are not delivered within the Delivery date(s) stipulated in respect thereof, IOCL shall be entitled to a discount by way of price adjustment in a sum equivalent to 0.5% (one half percent) of the price of such Material(s) per week or part thereof that the Material(s) remain(s) undelivered beyond the stipulated Delivery period in respect thereof, subject to a maximum discount of 5% (five percent) of the Total Contract Value. Such discount shall be given by the Vendor by equivalent reduction in the invoice value before presentation of documents to the Bank/IOCL for payment. Should the Vendor fail to deliver the Material(s) or to make such adjustment, the discount may be recovered by any other means.

12.4 Without prejudice to its rights under Clause 12.3 hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, IOCL may at any time after the expiry of the stipulated date(s) of Delivery in respect of any

Material(s), at its discretion terminate in whole or part the Contract in respect of the undelivered Material(s) or any of them and either purchase such Material(s) from any other available source at the risks and costs of the Vendor and recover from the Vendor any additional cost incurred by it on such purchase or recover from the Vendor without such purchase the difference between the market and contract price of such Material(s) on the date of termination of Contract relative thereto.

13.0 **DELAYS DUE TO FORCE MAJEURE**

- 13.1 If a force majeure event as defined below, affecting the Vendor, arises prior to the expiry of the stipulated Delivery period in respect of any Material(s) and the Vendor intends to claim extension of the stipulated date of delivery in respect of such Material(s) or any of them, the Vendor must advise IOCL by notice in writing of such event by means of communication which secures undisputed service of the notice not later than 10 (ten) days of the occurrence of the event. Such occurrence shall be duly certified by a local Chamber of Commerce or statutory authority. The Vendor shall within 10 (ten) days of the end of the Force Majeure event similarly notify IOCL of such cessation, and of the period and Material(s) for which an extension of Delivery date(s) is consequently claimed. Such notification shall be a mandatory pre-condition to a claim for such extension.
- 13.2 Events of Force Majeure shall mean:
- (a) natural calamities, civil wars and national strikes which have a duration of more than seven consecutive working days; and
 - (b) strike at Vendor's works for more than 10 consecutive days.
- 13.3 Commercial hardship and third party breach, strike, shutdown or lockout other than as specified in Clause 13.2 hereof shall not constitute an event of Force Majeure.
- 13.4 In the event of Force Majeure, each party shall bear any costs incurred by it resulting therefrom. The party affected by Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such Force Majeure.
- 13.5 Subject to receipt of notices under Clause 13.1 above, the stipulated Delivery date(s) may be extended by IOCL. The decision of IOCL on the Vendor's claim for extension of time and the time of extension and Material(s) on which extension is given shall be final and binding on the Vendor. On the grant of such extension, the extended date shall be deemed to be the stipulated Delivery date for the purpose of calculating price discount under Clause 12.3 hereinabove.
- 13.6 If the Vendor is prevented from fulfilling its contractual obligations for a continuous period of three (3) months because of Force Majeure, then the Vendor and IOCL shall consult with each other with a view to agreeing on the action to be taken under the circumstances, and failing such agreement, IOCL

shall be entitled to terminate the contract in whole or to the extent that its performance is prevented by Force Majeure.

14.0 **WARRANTY OF TITLE**

- 14.1 The Vendor warrants that the Material(s) sold and supplied by it to IOCL pursuant to the Contract shall be free from any and all defects in title including but not limited to any charge, third party claim, mortgage, hypothecation, foreclosure, lien, restriction, injunction, attachment or encumbrance whatsoever and shall hold and keep IOCL indemnified from and against any and all contrary claims, demands, actions and proceedings and all costs (including legal costs), charges, expenses and losses suffered or incurred by IOCL as a consequence thereof and/or to defend any such claim, demand, action or proceeding.
- 14.2 The Vendor shall be understood to have represented to IOCL that the use by IOCL of the Material(s) supplied by the Vendor will not infringe any third party patent rights or pending patent applications or other intellectual property rights. Accordingly, the Vendor will hold harmless and indemnify IOCL against all costs (including legal costs), charges and expenses incurred or any damages or other sums that may be assessed or become payable under any decree or judgment of any court or under any settlement resulting from any suit, claim or action for infringement of third party patents or other third party intellectual property.

15.0 **INSPECTION AND TESTING**

- 15.1 In addition to any tests to be conducted by the Vendor under the Contract or any applicable codes or standards, the Material(s) shall be subject to inspection and/or testing by Inspector(s) (including Third Party Inspector(s)) at any time prior to shipment and/or despatch and to final inspection within a reasonable time after arrival at the Project Site. The Inspector(s) shall have the right to carry out the inspection or testing, which will include inspection and testing of the raw materials at manufacturers shop, at fabricators shop and at the time of actual despatch before and/or after completion of packing.
- 15.2 In addition to testing and inspection by Inspectors, IOCL may nominate an institutional agency like Boiler-Inspectorate for official testing of coded equipment. The Vendor shall ensure that all procedures for preparation and performance of tests prescribed by such institution shall be scrupulously complied and observed.
- 15.3 Unless otherwise specified in the Contract, the inspection shall be carried out as per the relevant standards/scope of inspection provided alongwith the Tender Enquiry/Purchase Order. All charges for Third Party Inspectors shall be borne by the Vendor and IOCL shall reimburse these charges at actual against documentary proof of payment (limited to the amount indicated in the Contract towards third party inspection,) unless such inspection has become infructuous for any cause.

- 15.4 All manufacturers' mill test certificates and analytical reports from material laboratories in respect of raw materials employed and components incorporated shall have to be presented by the Vendor.
- 15.5 Before shipping or despatch, the Material(s) will have to be checked and stamped by the Inspector(s) who may forbid the use and dispatch of any equipment and/or Material(s) which during tests and inspection fail(s) to comply with the specifications, codes and testing or other contractual requirements applicable thereto, and the Vendor shall not tender such rejected Material(s) for supply to IOCL nor shall incorporate the same in any Material(s) to be tendered for supply to IOCL.
- 15.6 The Vendor will inform IOCL at least eight (8) days in advance of the exact place, date and time of tendering the Material(s) for required inspection and provide free access to the Inspector(s) during normal working hours at Vendor's or his/its sub-Suppliers' works, and place at the disposal of the Inspector(s) all useful means for undertaking the Inspection, checking the results of tests performed, marking the Material(s), getting additional tests conducted and final stamping of the Material(s).
- 15.7 All tests will be performed at the Vendors' expense and if required by the Inspector(s), shall be conducted in accordance with the Inspector's instructions. The Vendor shall also bear the expense for the preparation and rendering of tests required by the Boiler Inspectorate or other statutory testing or certifying agencies/institutions.
- 15.8 Unless otherwise specified, all charges for the Inspection shall be borne by the Vendor.
- 15.9 IOCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable IOCL's representative(s) to witness the tests/inspections, the Vendor shall notify IOCL at least 30 (thirty) days in advance, of the schedule of all inspection hold points prior to the initiation of equipment fabrication. IOCL shall be notified eight (8) calendar days in advance of any changes in the schedule of inspection. IOCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 15.10 Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima facie satisfy IOCL that the Material(s) and the parts and components comply with the requirements of the Contract.
- 15.11 The Vendor's responsibility shall also not be anyway reduced or discharged because IOCL or IOCL's representative(s) or Inspector(s) shall have examined

or commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

- 15.12 Unless otherwise specifically permitted by the Contract, no Material(s) shall be dispatched for delivery or delivered under the Contract without being stamped or otherwise approved for delivery by the Inspector(s).
- 15.13 Notwithstanding approval by the Inspector(s), if on testing and/or inspection after receipt of the Material(s) at Project Site, any Material(s) is/are found not to be in strict conformity with the contractual requirements or specifications, IOCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract. The provision of Clause 16.5 to 16.11 shall mutatis mutandis apply to such rejected Materials.

16. **ACCEPTANCE OF MATERIALS & GUARANTEES**

- 16.1 The Vendor acknowledges that notwithstanding the provision or approval of any drawings, designs, specifications, source of supply or other data relative thereto by IOCL and/or the testing of Material(s) in accordance with the requirements of the Contract or any applicable code or specification and/or any inspection of the input or Material(s) by the Inspector(s) or issue of an Inspection Certificate relative thereto and/or any other act, matter or thing done or required by IOCL to satisfy itself of the quality, quantity, sufficiency or efficiency of the Material(s) prior to delivery thereof and/or the transfer of title and/or risks in relation to the Material(s), shall not be deemed or understood to constitute acceptance of the Material(s) by IOCL nor shall IOCL be understood to have accepted any Material(s) other than plant, machinery, equipment and parts and components unless such Material(s) have been received at the Project Site of IOCL and found to be acceptable as evidenced by a Certificate of Acceptance issued by IOCL, and in case of plant, machinery, equipment and parts and components, unless they have been incorporated into the relative Project Unit and the said Unit has been tested and the relative plant, machine, equipment, part or component has successfully functioned without patent defect.
- 16.2 To this end, the Vendor guarantees that:
- (i) All materials used in the execution of the Contract and all Material(s) used in performance thereof shall be in strict compliance and conformity to the characteristics, requirements and specifications of the Contract and suitable for the purpose for which such Material(s) are intended to be used if such purpose has been disclosed or is/are suitable for use to which such Material(s) are ordinarily put to use, if such purpose has not been disclosed.
 - (ii) In the case of machinery, plant or equipment with rated capacities, outputs or other characteristics, that the machinery, plant or equipment as the case may be, shall function to such capacities and/or outputs and shall meet the other characteristics required in respect thereof.

- 16.3 The Vendor further undertakes to replace any Material(s) if found not to conform to the guarantees aforesaid at any time during the defect liability period applicable thereto. IOCL shall give written notice of the defect to the Vendor and of the rejection of the defective Material(s).
- 16.4 If the defect can be rectified or repaired without diminishing the quality, utility, efficiency or life of the Material(s) (of which IOCL shall be the sole judge), instead of outright rejection of the Material(s) IOCL may at its discretion permit the Vendor to rectify the defect(s) within a period to be specified by IOCL in this behalf in the notice. Should the Vendor fail to take action satisfactory to IOCL to rectify the defect(s) within the period specified, IOCL may at its option, at the risk and cost of the Vendor in all respects, rectify or repair or cause to be rectified or repaired the defect(s) either by itself or through any other source or agency, or to reject the defective Material(s).
- 16.5 Should IOCL, notwithstanding the endeavour to do so, be unable to rectify or repair or get rectified or repaired the defect(s) within a reasonable time, IOCL may, notwithstanding such endeavour reject the defective Material(s).
- 16.6 The Vendor shall repair, rectify and/or replace, as the case may be, the defective and rejected Material(s) without entitlement to any extra payment. DDP INCOTERMS 2000 shall apply for such replacement parts or components or Material(s) at Project Site with respect to imported parts or components or materials.
- 16.7 The Vendor shall at its own risk and cost remove any rejected Material(s) from the Project Site, and in case of plant, machinery, equipment, parts or components which have been installed, cause the same to be dismantled and removed from the Project Site subject to the Vendor in all cases prior to the removal of the rejected Material(s) from the Project site:
- (i) furnishing a bank guarantee to IOCL from a Scheduled bank in India (including an Indian branch of a foreign bank acceptable to IOCL) and in a format set forth in **Annexure "E"** hereto for the value paid by IOCL on the Material(s) rejected; and
 - (ii) undertaking to replace the rejected Material(s) with other Material(s) conforming to the Vendor's guarantees aforesaid applicable thereto.
- 16.8 The Vendor shall not without the prior written consent of IOCL utilize any rejected Material(s) in the re-supply.
- 16.9 The Defect Liability Period with respect to any Material(s) replaced, repaired and/or rectified shall be reckoned from the date of such replacement, repair and/or rectification as the case may be.
- 16.10 Should the Vendor fail to dismantle and/or remove any rejected Material(s) from the Project Site within the time specified in the notice of rejection, IOCL may without prejudice to any other right or remedy, at the risk and cost of the

Vendor cause the rejected Material(s) to be dismantled and sold by public auction or private treaty as it deems fit and hold or adjust the sale proceeds for the recovery of the cost of dismantling, sale and removal of the rejected Material(s) and any amount paid by IOCL towards the price of the rejected Material(s). In so doing, IOCL shall not act as a trustee or constructive trustee of the Vendor and shall be entitled to act solely on the basis of its best judgment without being accountable or liable to the Vendor in any manner except for the proceeds of the sale.

- 16.11 The time taken for the repair, rectification or replacement of Material(s) will not be added to the stipulated Delivery date for the purpose of calculating price discount, and delivery of such Material(s) shall be the date of Delivery of the repaired, rectified or replaced Material(s).
- 16.12 As security for the due performance of its obligations and the due discharge of its liabilities under the Contract, the Vendor shall within 15 (fifteen) days of the issue of the Purchase Order furnish to IOCL a Bank Guarantee issued by a Scheduled Bank in India acceptable to IOCL, in the format set forth hereto and marked **Annexure "C"** hereinbefore. The Bank guarantee shall remain in force for the entire period required for the performance of the contract and the defect liability period plus a 3 (three) months claim period thereafter. Any shortfall in the value of the Bank Guarantee, as a result of encashment by IOCL either in full or in part, shall be made good by the Vendor within 7 (seven) days of notice by IOCL to the Vendor in this behalf. Any failure by the Vendor to furnish the Bank Guarantee or to enhance the Value of the Bank guarantee as stated above shall constitute a default by the Vendor for which IOCL shall, without prejudice to any other right or remedy available to it, be entitled to terminate the Contract with consequences as indicated in clause 12.4, the provisions whereof shall mutatis mutandis apply.

17. **FREIGHT, TAXES AND DUTIES**

- 17.1 Subject to the provisions of Clause 17.2, hereunder, Excise duty and Sales tax/VAT payable on the sale and delivery of Material(s) pursuant to the Contract will be paid in the case of Sales tax and reimbursed in the case of VAT and Excise duty at actual within the contractual delivery date. Any increase in the rates of Excise Duty & VAT beyond the contractual completion date or approved extended contractual completion date will be borne by IOCL to the extent CENVATABLE documents passed on to IOCL and IOCL is in a position to get the CENVAT claim from the authorities. However, the benefit of any reduction must be passed on to IOCL
- 17.2 Taxes and duties payable or reimbursable by IOCL to the Vendor on the supply of Indigenous Material(s) shall be included in and shown separately in the Vendor's invoice for the Material(s). However, the Vendor shall not be entitled to claim payment from the bankers or IOCL of CENVATABLE or VATABLE taxes or duties on which IOCL would be entitled to other credits (presently Excise Duty, Value Added Tax (VAT) and Service Tax) without furnishing IOCL

the documents required for IOCL to avail of the full CENVAT / VAT or other tax benefits available to IOCL against the payment of the tax. The Vendor shall prior to despatch of the Material(s) obtain from IOCL a list of the documents required by IOCL to enable it to avail of the relative benefits. Payment or reimbursement of the CENVATABLE / VATABLE / other taxes and duties on which credit is available to IOCL shall be made upon the Vendor furnishing the relevant documents.

- 17.3 Freight and/or octroi and entry and/or terminal taxes, if any, payable or reimbursable by IOCL shall be invoiced separately and shall be paid/reimbursed by IOCL after receipt of the Material(s) at the Project Site and satisfactory proof of payment of the relative octroi, entry and/or terminal taxes, as the case may be.
- 17.4 Freight, taxes and duties are not intended to operate as a profit centre but are intended only to meet the relevant costs incurred on this account. If any reimbursement or collection of the taxes or duties by the Vendor from IOCL is in excess of the freight, taxes and/or duties actually paid by the Vendor, the Vendor shall forthwith refund such excess to IOCL together with interest thereon at 1% (one percent) per annum above the Prime Lending Rate of the State Bank of India from the date of collection until the date of refund.

18.0 **WEIGHTS AND MEASUREMENTS**

- 18.1 The shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Contract Documents, in respect to the following data:
- a. Unit net weight
 - b. Unit gross weight (including packing)
 - c. Dimensions of packing
- 18.2 All weights and measurements recorded by the Procurement Co-ordinator or Inspector(s) on receipt of the Material(s) at the Project site will be treated as final.

19.0 **PACKING & MARKING**

- 19.1 All Material(s) shall be suitably packed in weatherproof seaworthy/airworthy packing for ocean/air transport under tropical conditions and/or for rail and road or other appropriate transport within India. The Vendor shall ensure that the packing is strong enough to ensure safety and preservation of the Material(s) upto the Project Site or other point of final destination.
- 19.2 Material(s) shall be protected by a suitable coat of paint and all bright parts shall be protected from rust by application of rust preventives as may be necessary. All machinery surfaces shall be suitably protected.
- 19.3 For uniform Material(s) when packed in several cases/crates, progressive serial numbers shall be indicated on each end. In case of bundles, the

shipping marks shall be embossed on metal or tag and wired securely on each end.

- 19.4. A distinct colour splash in say red-black around each package/crate/bundle shall be given for identification.
- 19.5 All nozzle holes and openings as also all delicate surfaces shall be carefully protected against damage and bad weather. Flange faces of all nozzles shall be protected by blanks. All manufactured surfaces shall be painted with rust proof paint or as specified in the specification.
- 19.6 All threaded fittings shall be greased and provided with a plastic cap. All pipes and sheets shall be marked with strips bearing progressive numbers.
- 19.7 All small pieces shall be packed in cases. All fragile and exposed parts will be packed with care and packages will bear the words "HANDLE WITH CARE" in English and in the case of Indigenous Supply, in Hindi also.
- 19.8 The Vendor shall be held liable for all damages or breakages to the Material(s) due to defective or insufficient packing as well as for corrosion due to insufficient greasing/protection.
- 19.9 On three sides of the packages, the Vendor shall affix or cause to be affixed the following marks clearly visible in indelible paint

FROM: VENDOR

TO: INDIAN OIL CORPORATION LTD.
[Address] INDIA

PURCHASE ORDER NO.: [] Rev. No.: []
10 DIGIT ITEM CODE : []
EQUIPMENT NOMENCLATURE: []
NET WEIGHT: []kg/lb
GROSS WEIGHT: []kg/lb
CASE NO.: [] OF [] TOTAL CASES
DIMENSIONS: [] IMPORT LICENCE NO.[]

NOTE: Marking shall be bold with a minimum letter height of 5 cm.

- 19.10 a) For every shipment, packages must be marked with serial progressive numbering. The numbering will be progressively continued for each subsequent shipment covering the Contract.
- b) All packages will bear warning signs on the outside denoting the center of gravity and sling marks. Packages that require special handling and transport shall have their centers of gravity and points at which they may be gripped clearly indicated and marked "Attention Special Load -

Handle With Care” in English Language. Any other direction for handling shall also be clearly indicated on the package.

- c) Top heavy containers will be marked either “TOP HEAVY” or “HEAVY ENDS’.
- d) When packing is clean and light colored, a dark black stencil paint shall be acceptable. However, where packing is soiled or dark, a coat of flat Zinc white paint shall be applied and allowed to dry before applying the specific marking(s).
- e) Colour codification shall be used to identify different items e.g, IBR, NACE, Fire Safety Items etc.

19.11 In case of large equipments like vessels, heat exchangers etc., documents contained in a waterproof envelope shall be fastened inside a shell connection with an identifying arrow sign “DOCUMENTS” applied with indelible paint.

20.0. **DESPATCH INSTRUCTIONS**

For Indigenous Material(s)

- 20.1 Unless otherwise advised by IOCL or the Procurement Co-ordinator in writing, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 20.2 The Vendor shall exercise due care to ensure that the consignment is booked under appropriate railway classification, failing which any additional freight incurred by IOCL due to the Vendor booking the Material(s) under a wrong railway classification shall be borne by the Vendor.
- 20.3 The Material(s) shall be consigned in the name of the consignee viz.

Indian Oil Corporation Ltd.,
[Site address]
- 20.4 The Material(s) shall be transported only through bank approved transporters by the most economical and expeditious mode of transport to the destination as applicable for respective mode of despatches as follows :
 - (a) By Rail in wagon load consignment to : *[Name and address of Refinery / Project to be specified]*
 - (b) By road transport to : *[Name and address of Refinery / Project to be specified]*

IOCL and the Procurement Coordinator shall have the right to advise any change in despatch point or destination and/or mode of transport in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account

supported by satisfactory documentary evidence, will be reimbursed to the Vendor by IOCL.

21.0 SHIPMENT AND SHIPMENT NOTICES

21.1 Imported Material

The Vendor shall make shipment only after prior approval of the Inspector(s) unless otherwise specifically authorized in writing by IOCL or the Procurement Coordinator. As soon as any shipment is made, the Vendor shall send advance information by way of FAX message [Fax No 022-26400774] to the Dy. General Manager, Indian Oil Corporation Ltd.(Refinery Division), G-9, Ali Yavar Jung Marg, Bandra (East) Mumbai- 400 051 for Mumbai consignments and to the Dy. General Manager (Fax: 033-24145020) Indian Oil Corporation Ltd.(Refinery Division), Indian Oil Bhavan (Refineries Division) Central Wing, 6th Floor, 2, Gariahat Road (South), Kolkata-700068 for Kolkatta consignments (or other specified authority in respect of Material(s) consigned to other Ports), giving particulars of the shipments, vessel's name, port of shipment, Bill of Lading number and date for ocean shipment and Airway Bill number & Date & Flight details for air consignment, total FOB and freight value with confirmation copy to IOCL, addressed to [designation and address]

21.2 Indigenous Material

Immediately after shipment, the Vendor shall inform despatch particulars to IOCL/ Procurement Coordinator hereunder :

1 copy to Chief Materials Manager, [*Address & Fax no*]

1 copy to IOCL (Stores) addressed to [*Designation, Address & Fax no.*]

In the case of project orders, in addition to the above, a copy to the Chief Projects Manager addressed to: [*Address & Fax no.*]

(PMC as per Purchase Order) addressed to: [*Designation, Address & Fax no.*]

22.0 MARINE AND TRANSIT RISK INSURANCE

22.1 Marine/Air and Transit Risk Insurance shall be covered by IOCL against its Open General Policy.

22.2 The Vendor shall send IOCL information of the proposed shipment/consignment well in advance by telegram/fax/e-mail/courier to enable IOCL to take necessary action for the marine/air/transit insurance of the shipment/consignment.

22.3 The Vendor shall advise the despatch particulars of the shipment/consignment to the Insurance Company by fax / email under advice to the Procurement Coordinator promptly after shipment to ensure that the consignment is fully covered by insurance. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.

23.0 SHIPPING AND SHIPPING DOCUMENTS

23.1 For Imported Materials(s)

- (a) The Vendor shall arrange with Vessel owner(s) or Forwarding Agent(s) specified in the Contract Documents for proper storage of the Material(s) in a manner so as to facilitate the handling and off-loading at the port of destination and to avoid any over carriage on discharge. All shipment by ocean vessel shall be under deck.
- (b) The Bill(s) of Lading/Airway Bill shall be made out in favor of "Indian Oil Corporation Ltd." [Refinery/Unit] or to the order of the L/C opening bank, and the notify column should indicate [Designation] Indian Oil Corporation Ltd. [Refinery Division], G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai- 400061 for port of discharge Mumbai and to the Dy. General Manager, Indian Oil Corporation Ltd., Indian Oil Bhavan (Refineries Division) Central Wing, 6th Floor, 2, Gariahat Road (South), Kolkata-700 068 for port of discharge Kolkatta or other specified authority in respect of Material(s) consigned to other ports.
- (c) All columns in the body of the Bill of Lading/Airway Bill namely marks and Numbers, material description, weight particulars, etc. should be completed accurately and such statement should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount, etc. clearly and separately and the net total freight payable, shown at the bottom.
- (d) The Bill of Lading/Airway Bill shall be free of any liability of IOCL to the carrier for demurrage.
- (e) The Bill of Lading/Airway Bill shall indicate the following:
- Consignee : Indian Oil Corporation Limited
[Name of Refinery/Project]
- (f) All documents viz. Bill of Lading/Airway Bill, invoices, packing list, freight memos, country of origin certificate, Third Party Inspection Release Certificate, inspector's certificate, Export certificate (wherever applicable), test certificates, drawings and catalogues should be in the English language.
- (g) (i) In addition to the Bill of Lading/Airway Bill, which should be obtained in 3 (three) stamped originals plus as many copies as required, invoices, packing lists, freight memos (if the freight particulars are not shown in the Bill of Lading), country of origin certificate(s), Third Party Inspection Release Certificate, inspector's certificate, Export certificate (wherever applicable) and test/composition certificate, shall be made out against each shipment in as many number of copies as are shown in Clause 23.3.
- (ii) The Bill of Lading/Airway Bill, invoice and packing list must specifically show uniformly, the marks and numbers, material description, contents case-wise,

country of origin, consignee's name, port of destination and all other indicated particulars. The invoice must show the unit rates and net total FOB price. The invoice must cover also items packed separately and the value shown accordingly.

- (iii) The packing list must show, apart from other particulars, the actual contents in each case, net and gross weights and dimensions and the total number of packages.
- (iv) All documents must be duly signed by an authorized representative of the Vendor.

23.2 In case of FOB contracts:

- (i) Shipping Arrangements shall be made through nominated freight forwarders (in the country of exit) as detailed in the Purchase Order and freight will be accordingly paid by IOCL in Indian Rupees.
- (ii) The Vendor shall furnish to the respective nominated freight forwarder, the full details of consignment such as outside dimensions, weights (both gross and net), No. of packages, technical description and drawings, name of the supplier, ports of loading etc. two weeks prior to the proposed date of shipment to enable the concerned agency to arrange the shipping space.

23.3 The Vendor shall obtain the shipping documents in required number of sets including three original stamped copies of the Bill of Lading/Airway Bill immediately after the shipment is made and airmail the shipping documents in the manner stipulated hereunder to ensure that the documents so forwarded are received at least one week before the vessel's arrival. The Vendor shall be fully responsible for any delay and/or demurrage in clearance of the consignment at the port due to delay in forwarding the shipping documents. If in terms of the Letter of Credit, the complete original set of documents are required to be sent to IOCL through the bank, the distribution indicated below will be confined to obtaining copies of documents only.

Documents	IOCL (Office that issued the PO)	IOCL (Port Office)	IOCL (Project Site)
Bill of lading/Airway Bill	3 (including 1 original)	1	1
Invoice	2	2	1
Packing List	2	2	1
Certificate of Origin	2	2	1
Test/Composition Certificate	2	2	1
Third Party Inspection Release Certificate	1	1	1 (original)
Drawing/Catalogue	1	1	1
Invoice of Third Party/Lloyds for Inspection Charges, wherever applicable.	2	1	1
Export Certificate (where applicable)	1	1	1

24.0 **INVOICING & NEGOTIATION OF DOCUMENTS**

24.1 Indigenous Material(s)

- (a) Unless otherwise directed by IOCL, Invoices and other documents shall be forwarded by the Vendor to IOCL as stipulated hereunder:
- (i) Original Invoice+1 copy of document as per Purchase Order to the Chief Finance Manager, [Address, Fax No.]
 - (ii) 1 copy of Invoice with original documents as per Purchase Order to Chief Materials Manager, [Address, Fax No.] along with technical catalogues, Inspection certificate and Inspectors Release Note.
- (b) Where payment is to be released to the Vendor against despatch documents through the bank, the Vendor shall forward two complete original sets of the documents specified in clause 5.2(c) to the specified banker of IOCL with a stipulation that the banker shall forward one set of the documents to IOCL with LSC intimation and acceptance before retirement of the documents from the Bank. One complete set of all of the abovementioned documents shall be sent to the Chief Materials Manager [Address, Fax No.]. Documents will not be retired by the bank failing strict compliance by the Vendor of the above mentioned despatch requirements.
- (c) Where payment is to be released to the Vendor directly by IOCL, two sets of all the documents mentioned in (b) above shall be submitted/forwarded directly to the Chief Materials Manager [Address, Fax No.] and upon processing, the payment shall be released through the Finance Department, by cheque.

25.0 **TRANSFER OF TITLE AND RISK OF LOSS**

25.1 For Indigenous Material(s):

The transfer of property and risk in Indigenous Material(s) shall be deemed to take place as follows:

- (a) For delivery F.O.R. or F.O.T. despatch point: On handing over the Material(s) to the carrier against receipt of clean Railway Receipt/Truck or Lorry Receipt and such receipt having been handed over to IOCL.
- (b) For despatch F.O.R destination station : On removal of the Material(s) by IOCL from the railway authorities at the destination station.
- (c) Equipment sent freight/carriage paid to the Project Site: On receipt of the Material(s) by IOCL at the Project Site.

25.2 For Imported Material(s):

The transfer of property and risks in Imported Material(s) shall be deemed to take place as follows:

- (a) For FOB / FCA deliveries: On handing over the Material(s) to the carrier and issue of clean Bill of Lading/Airway Bill (except for freight to pay) and its transmission to IOCL.
- (b) For CFR deliveries: On receipt of the Material(s) by IOCL from the carrier at the destination port/airport.

26.0 **TERMINATION**

26.1 Without prejudice to IOCL's right to price adjustment by way of discount or any other right or remedy available to IOCL, IOCL may terminate the Contract or any part thereof by a written notice to the Vendor, if:

- i) The Vendor fails to comply with any material term of the Contract.
- ii) The Vendor informs IOCL of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Vendor fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Vendor becomes bankrupt or goes into liquidation.
- v) The Vendor makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Vendor.
- vii) The Vendor has misrepresented to IOCL, acting on which misrepresentation IOCL has placed the Purchase Order on the Vendor.

26.2 Upon receipt of said termination notice, the Vendor shall discontinue the work on the Contract so far as terminated, and matters connected therewith.

26.3 On termination of the Contract, without prejudice to any other right or remedy available to IOCL under the contract, in the event of IOCL suffering any loss on account of delayed delivery or non-delivery, IOCL reserves the right to claim and recover damages from the Vendor in respect thereof.

26.4 Notwithstanding anything to the contrary herein contained, IOCL will be at liberty to take independent administrative action to place the Vendor under

'holiday list' for delay or non-performance of its contractual obligations or any of them.

27.0 **RECOVERY OF SUMS DUE**

Whenever there is any claim against the Vendor for payment of sums of money arising out of or under the execution of the Purchase Order, IOCL may, without prejudice to any other mode or source of recovery available, recover the same from any sum(s) then due or which at any time thereafter may become due to the Vendor under this or any other contract with IOCL and/or by recourse to any bank guarantee available to IOCL for this purpose, and should these sum(s) be not sufficient to cover the recoverable amount, the Vendor shall pay IOCL on demand, the balance.

28.0 **NON-WAIVER**

Failure of IOCL/IOCL's representative(s) to insist upon adherence to any of the terms or conditions incorporated in the Contract or failure or delay to exercise any rights or remedies herein or by law accruing, or failure to promptly notify the Vendor in the event of breach or the acceptance of or the payment for any Material(s) hereunder or approval of any design or Material(s) shall not release the Vendor and shall not be deemed a waiver of any right of IOCL to insist upon the strict performance thereof or of any of its rights or remedies as to any such Material(s) regardless of when the Material(s) are shipped, received or accepted nor shall any purported oral modifications or revisions of the Contract by IOCL or IOCL's representative(s) act as a waiver of the terms hereof.

29.0 **COMPLETE AGREEMENT**

The Contract Document(s) including, technical documents, drawings and specifications and other Annexures to the Contract documents constitute the entire agreement between the Vendor and IOCL in relation to the Contract arising out of the Purchase Order. Changes or amendments will be binding only if the amendments/modification are agreed to in writing as an amendment/variation to the relative Contract Document and signed by an authorised representative of IOCL.

30.0 **EXCLUSION OF THE GOVT. OF INDIA'S LIABILITY**

30.1 It is expressly understood and agreed that IOCL has entered into the Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and will have no liability, obligation or right whatsoever under the Contract. It is expressly understood and agreed that IOCL is an independent legal entity with power and authority to enter into the Contract solely on its own behalf under the applicable laws of India. The Vendor expressly agrees, acknowledges and undertakes and accepts that IOCL is not an agent, representative or delegate of the Government of India and that the Government of India is not and shall not be liable for any act,

33.0 **PART ORDER/REPEAT ORDER**

The Vendor hereby agrees to accept part order at unit prices without limitation and also agrees in case of bulk consumables to accept repeat order(s) during a period of 6 (six) months from the date of original Purchase Order at the same unit price(s) and on the same terms and conditions.

34.0 **ARBITRATION AND GOVERNING LAW**

34.1 Arbitration: All disputes or differences which may arise out of or in connection with or are incidental to the Agreement(s) including any dispute or difference regarding the interpretation of the terms and conditions of any clause thereof which cannot be amicably resolved between the parties may be referred to Arbitration of a person selected by the Vendor out of a panel of three persons nominated by the General Manager of the Unit or Project of Indian Oil Corporation Ltd. to which the Contract relates. The Arbitration proceedings shall be governed by and conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be [.....] or New Delhi, India.

34.2 Governing Law:The Agreement(s) shall be construed in accordance with and governed by the laws of India. IOCL shall warrant that the terms and conditions of the Purchase Order shall be valid under existing Indian laws.

35.0 **JURISDICTION**

35.1 Notwithstanding any other Court or Courts having jurisdiction to decide the disputed issue, and without prejudice to the provisions or generality of the Arbitration clause, jurisdiction to decide the question(s) arising out of or relative to the Contract in all matters touching or affecting any arbitration, or arising out of or in relation to or under or in accordance with the Arbitration and Conciliation Act, 1996 or otherwise under or with reference to the Contract shall vest exclusively in the court(s) of competent civil jurisdiction at _____ [where the contract(s)/Purchase Order shall be signed on behalf of IOCL] or at New Delhi and only the said Court(s) shall have the jurisdiction to entertain and try any such actions and/or proceedings to the exclusion of all other Courts, provided that nothing herein stated shall be deemed to anyway authorize any party to seek resolution of any dispute(s) otherwise than the recourse to arbitration in accordance with the provisions of the Arbitration clause herein.

Provided always that an award rendered in any arbitration proceedings arising out of or in relation to the Contract may be enforced or executed in any other country or jurisdiction including without limitation a country in which any party against whom the award is to be enforced or executed is located and a country in which the assets of any such party are located.

* * * * *

Annexure - A**FORM OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

(On non-judicial stamp paper of appropriate value)

BG NO: _____

DATED: _____

VALID UPTO: _____

To,

Indian Oil Corporation Limited
 (Refineries Division)
 [Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. [Address]....., (hereinafter called the "Corporation", which expression shall include its successors and assigns) having agreed inter alia to consider the tender of _____ (Name) _____ (Constitution) _____ (Address) _____

(hereinafter referred to as the "Tenderer" which expression shall wherever the subject or context so permits include its successors and assigns) for supply of materials to be awarded under Tender No. _____ upon the Tenderer furnishing an undertaking from the Bank as hereinafter appearing in lieu of a Demand Draft or Bankers Pay Order for the Earnest Money.

We _____ (Name of Bank), a Bank constituted/Registered under the _____ Act, having our Head Office/Registered Office at [Address] _____ (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to the Corporation, for an amount of Rs..... (Rupees _____) only or US Dollar _____ (United States Dollars _____)

AND THE BANK DOETH HEREBY FURTHER AGREE AS FOLLOWS:

1. The amount stated by the Corporation in any demand, claim or notice made or given with reference to this Guarantee/Undertaking shall as between the Bank and the Corporation for the purpose of this Guarantee/Undertaking be conclusive of the amount payable by the Bank to the Corporation hereunder.
2. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or by any change in the legal constitution of the Bank or the Corporation.

3. Without prejudice to any other mode of service, a demand or claim or any other communication may be made, given and/or transmitted by the Corporation to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete and shall be deemed to have been acknowledged as soon as the "OK" facsimile transmission report for the fax message has been received.
4. Notwithstanding anything contained herein:
 - (i) The Bank's liability under this Guarantee/Undertaking shall not exceed Rs./ US\$ _____ (Rupees / United States Dollars _____ only).
 - (ii) This Guarantee/Undertaking shall remain in force upto (fill in date) and any extension(s) thereof; and
 - (iii) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before the midnight of _____ and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.

The Bank doth hereby declare that Shri _____ [designation] is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

This ____ day of _____ 20 ____

Yours faithfully,

Signature: _____

Name & Designation: _____

Name of the Branch: _____

.....
NOTES:

1. The Bank Guarantee in lieu of Earnest Money Deposit shall be strictly as per above proforma and shall be through a Scheduled Bank operating in India, including the Indian Branch of a foreign bank recognized as a Scheduled bank in India.
2. The Bank Guarantee shall be typed on stamp paper applicable to an agreement in the State in which the Bank Guarantee is issued.
3. This Bank Guarantee shall be sent by the Bank directly to:- Chief Materials Manager, IOCL (Refineries Division).

Annexure - B**[IRREVOCABLE LETTER OF CREDIT- FORMAT]**

To:

This communication is to be considered as our credit instrument and is subject to the Uniform Customs and Practice for Documentary Credit 1993 revision, I.C.C. publication No. 500.

At the request of Indian Oil Corporation Ltd. (hereinafter called "the Corporation" which expression shall include its successors and assignees) we hereby establish our irrevocable Letter of Credit No. _____ dated _____ in favour of :

(Beneficiary)

for a sum not exceeding (Currency in figures and words) which is payable at sight at the counter of [Beneficiary's Bank] in [Address], covering the FOB/CIF/C&F port supply of Material(s) and equipment under Purchase Order No.[_____] for the Unit/Refinery _____ of Indian Oil Corporation Ltd.. (IOCL).

This Letter of Credit shall be valid up till [Date]

TERMS OF PAYMENT

Payments under this Letter of Credit shall be made of ___ % of the value of the Invoice(s) drawn by the Beneficiary on IOCL under the said Purchase Order against presentation of the following documents:

Imported Materials:

- (i) Invoice;
- (ii) Clear Bill of Lading/Airway Bill covering the Materials(s) invoiced;
- (iii) Packing list for the consignment;
- (iv) Inspector's Certificate covering the invoiced Material(s);
- (v) Test/Composition Certificate;
- (vi) Certificate of origin;
- (vii) Drawing(s)/Catalogue(s) covering the Material(s);
- (viii) Export Certificate, wherever applicable;
- (ix) Invoice of Inspector's charges, wherever applicable;
- (x) Freight Memo(s) if the freight particulars are not shown in the Bill of Lading/Airway Bill.
- (xi) Copy of faxed intimation of the shipment to IOCL certified by the Beneficiary to be a true copy of the faxed intimation of shipment to IOCL.

Indigenous Supply:

- (i) Invoice
- (ii) Clear Railway Receipt/Truck Receipt/Goods Receipt covering the Material(s) invoiced;
- (iii) Packing list for the consignment;
- (iv) Third Party Inspector's Certificate covering the invoiced Material/Release Note;
- (v) Test/Composition Certificate;
- (vi) IBR Certificate/CMRS Certificate;
- (vii) Drawing(s)/Catalogue(s) covering the Material(s);
- (viii) Guarantee/Warranty Certificate(s), wherever applicable;
- (ix) Invoice of Inspector's charges, wherever applicable;
- (x) Freight Memo(s) if inland freight is not included in the Price and the RR/TR/GR does not give the freight particulars.
- (xi) Copy of faxed intimation of the shipment to IOCL certified by the Beneficiary to be a true copy of the faxed intimation of shipment to IOCL.

SPECIAL INSTRUCTIONS

- * All Bank charges and commissions outside India shall be borne by the Beneficiary.
- * Drawing permitted in not more than 3 (three) tranches.
- * Partial shipment is not permitted.
- * Trans-shipment not permitted.
- * Negotiating Bank to reimburse itself after giving 7 (seven) banking days notice to the Issuing Bank from Issuing Bank's account with _____ (Name of the Issuing Bank's correspondent in _____) at maturity under telex/cable advice to the Issuing Bank indicating the amount claimed.
- * IOCL to be intimated the shipping details by fax immediately on shipment.
- * Documents to be dispatched to Issuing Bank by courier within 7 banking days of receipt by Negotiating Bank.
- * Documents must be presented within _____ days after the date of shipment/dispatch to ensure receipt thereof 7 days prior to the arrival of the vessel.

* * * *

Annexure -C**[PROFORMA OF BANK GUARANTEE (PERFORMANCE)]**

(On non-judicial stamp paper of appropriate value)

To

Indian Oil Corporation Ltd.

[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. (hereinafter called the "Corporation" which expression shall include its successors and assigns) having awarded to [Name], [Constitution]_____ [Address] _____ (hereinafter referred to as the "Supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract in terms interalia, of the Corporation(s) Purchase Order No. [] dated (hereinafter referred to as the "Contract") upon the condition of the Supplier's furnishing security in lieu of cash deposit for the Performance of the Supplier's obligations and/or discharge of the Supplier's liabilities under and/or in connection with the said Supply Contract upto a sum of Rs./US\$ [] [Rupees/United States Dollars _____] only amounting to 10% (ten percent) of the total contract value.

We _____ (name) a body corporate registered/constituted under the laws of _____ and having a branch at [Indian branch address] (hereinafter called "the Bank" which expression shall include its successors and assigns) with the intent to bind the Bank and its successors and assigns, hereby undertake to pay the Corporation at [place] on first demand in writing without protest or demur or proof or satisfaction or condition and without reference to the Supplier, any and all amounts from time to time demanded by the Corporation from the Bank with reference to this Guarantee/Undertaking upto an aggregate limit of Rs./US\$ [] only or [Rupees / United States Dollars _____].

AND THE BANK DOTI HEREBY FURTHER AGREE AS FOLLOWS:

1. This Guarantee/Undertaking shall be in addition to any other guarantee or any other security whatsoever that the Corporation may now or at any time anyway have in relation to the Supplier's obligations and/or liabilities under and/or in connection with the Contract and the Corporation shall have full authority to take recourse to or reinforce this Guarantee/Undertaking in preference to the other guarantee(s) or security(ies) at its discretion, and no failure on the part of the Corporation in enforcing or requiring enforcement of any other guarantee or security shall have the effect of releasing the Bank from its full liability hereunder.
2. The Corporation shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in

respect of the Supplier's obligation(s) and/or liability(ies) under/or in connection with the Contract and/or to vary the terms vis-a-vis the Supplier of the Contract and/or to grant time and/or indulgence to the Supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to release or to forebear from enforcement of all or any of the obligations of the Supplier under the Contract and/or the remedies of the Corporation under any other guarantee(s) or security(ies) now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s) or other indulgence(s) or arrangement(s) with the Supplier or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Corporation hereunder or of prejudicing the rights of the Corporation against the Bank.

3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Bank or of the Corporation.
4. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Corporation in terms hereof.
5. Notwithstanding anything contained herein:
 - (a) The Bank's liability under this Guarantee/Undertaking shall not exceed (currency in figures) (currency in words only)
.....;
 - (b) This Guarantee/Undertaking shall remain in force upto _____ (here put the entire period required for the performance of the Contract and the defect liability period plus 3 (three) months) and any extension(s) thereof; and
 - (c) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before the midnight of _____ and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.
6. The Bank doth hereby declare that Mr. _____ [name & designation of the person authorised to sign on behalf of the Bank] is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

(Signature)
 NAME & DESIGNATION
 NAME OF THE BANK

NOTES:

1. The Performance Bank Guarantee shall be strictly as per above proforma and shall be through a Scheduled Bank operating in India, including the Indian Branch of a foreign bank recognized as a Scheduled Bank in India.
2. The Bank Guarantee shall be typed on stamp paper applicable to an agreement in the State in which the Bank Guarantee is issued.
3. This bank guarantee shall be sent by the bank directly to:-
 Chief Materials Manager, IOCL (Address)

Annexure D

PROFORMA OF BANK GUARANTEE
 (FULL VALUE OF FREE ISSUE MATERIALS)

(On non-judicial stamp paper
 Of appropriate value)

To

Indian Oil Corporation Ltd.
 [Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. [address] (hereinafter called the "Corporation" which expression shall include its successors and assigns) having awarded to [Name], (Constitution) (Address) (hereinafter referred to as the "Supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract in terms, inter alia, of the Corporation(s) Purchase Order No. [] dated [] (hereinafter referred to as the "Contract") and having agreed to provide certain free issue material(s) hereinafter referred to as "Free Issue Material" to the Supplier for incorporation in the materials(s) to be supplied under the Contract) upon the condition of the Supplier's furnishing security in lieu of cash for the said Free Issue Material(s) upto a sum of Rs./US\$ (Rupees/ United States Dollars _____ only) being the value of the Free Issue Material(s):

We _____ [name] a body corporate registered/constituted under the laws of [Country] and having a branch at [Indian branch address] (hereinafter called "the Bank" which expression shall include its successors and assigns) with the intent to bind the Bank and its successors and assigns, hereby undertake to pay the Corporation at [place] on first demand in writing without protest or demur or proof or satisfaction or condition, and without reference to the Supplier, any and all amounts from time to time demanded by the Corporation from the Bank with reference to this

Guarantee/Undertaking upto an aggregate limit of Rs./US\$ _____] (Rupees/ United States Dollars _____ only] [_____]

AND THE BANK DOETH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Guarantee/Undertaking shall be in addition to any other guarantee or any other security whatsoever that the Corporation may now or at any time anywise have in relation to the Supplier's obligations and/or liabilities under and/or in connection with the Contract and/or the Free Issue Material and the Corporation shall have full authority to take recourse to or enforce this Guarantee/Undertaking in preference to the other guarantee(s) or security(ies) at its discretion, and no failure on the part of the Corporation in enforcing or requiring enforcement of any other guarantee or security shall have the effect of releasing the Bank from its full liability hereunder.
2. The Corporation shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder, to take any other security in respect of the Supplier's obligation(s) and/or liability(ies) under or in connection with the Contract or the Free Issue Material and to vary the terms vis-a-vis the Supplier of the Contract or the Free Issue Material and/or to grant time and/or indulgence to the Supplier and/or to reduce or to increase or otherwise vary the prices or the total contract value or the value of the Free Issue Material or to release or to forebear from enforcement of all or any of the obligations of the Supplier under the Contract and/or the remedies of the Corporation under any other guarantee(s) or security(ies) now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s) or other indulgence(s) or arrangement(s) with the Supplier or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Corporation hereunder or of prejudicing the rights of the Corporation against the Bank.
3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Bank or of the Corporation.
4. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Corporation in terms hereof.
5. Notwithstanding anything contained herein:
 - (a) The Bank's liability under this Guarantee/Undertaking shall not exceed [currency in figures]. [currency in words] only;

- (b) This Guarantee/Undertaking shall remain in force upto the midnight of (here put the scheduled date of delivery of the Free Issue Material + 3 months) and any extension thereof.
- (c) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before [] and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.
6. The Bank doth hereby declare that Mr. _____ (name & designation of the person authorised to sign on behalf of the Bank) is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

(Signature)

NAME & DESIGNATION
NAME OF THE BANK

NOTES:

1. The Bank Guarantee shall be for the full value of the Free Issue Material(s) as specified by IOCL and shall be strictly as per above proforma and shall be through a Scheduled Bank operating in India, including the Indian Branch of a foreign bank recognized as a Scheduled Bank in India.
2. The Bank Guarantee shall be typed on stamp paper applicable to an agreement in the State in which the Bank Guarantee is issued.
3. This bank guarantee shall be sent by the Bank directly to:-
Chief Materials Manager, IOCL [Address].

* *

Annexure E

**PROFORMA OF BANK GUARANTEE
(FOR THE FULL VALUE OF REJECTED MATERIALS)**

(On non-judicial stamp paper
Of appropriate value)

To

Indian Oil Corporation Ltd.
[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. (hereinafter called the "Corporation" which expression shall include its successors and assigns) having awarded to [Name], (Constitution) (Address) (hereinafter referred to as the "Supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract in terms interalia, of the Corporation(s) Purchase Order No. [] dated [] (hereinafter referred to as the "Contract") and having agreed to permit the Supplier to remove certain rejected material(s) for which the Corporation has paid the Supplier (hereinafter referred to as the "Rejected Material(s)") upon the condition of the Supplier furnishing security for the satisfactory replacement of the Rejected Material(s) upto a sum of Rs./US\$ [] (Rupees / United States Dollars _____ only) amounting to the full value of the Rejected Material(s).

We _____ [name] a body corporate registered/constituted under the laws of [Country] and having a branch at [Indian branch address] (hereinafter called "the Bank" which expression shall include its successors and assigns) with the intent to bind the Bank and its successors and assigns, hereby undertake to pay the Corporation at [place] on first demand in writing without protest or demur or proof or satisfaction or condition, and without reference to the Supplier, any and all amounts from time to time demanded by the Corporation from the Bank with reference to this Guarantee/Undertaking upto an aggregate limit of Rs./US\$ [] [Rupees/United States Dollars].

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Guarantee/Undertaking shall be in addition to any other guarantee or any other security whatsoever that the Corporation may now or at any time anyway have in relation to the Supplier's obligations and/or liabilities under and/or in connection with the Contract or the Rejected Material(s) and the Corporation shall have full authority to take recourse to or reinforce this Guarantee/Undertaking in preference to the other guarantee(s) or security(ies) at its discretion, and no failure on the part of the Corporation in enforcing or

requiring enforcement of any other guarantee or security shall have the effect of releasing the Bank from its full liability hereunder.

2. The Corporation shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder, to take any other security in respect of the Supplier's obligation(s) and/or liability(ies) under or in connection with the Contract and/or the Rejected Material(s) and to vary the terms vis-a-vis the Supplier of the Contract or Rejected Material(s) and/or to grant time and/or indulgence to the Supplier and/or to reduce or to increase or otherwise vary the prices of the total contract value or the value of the Rejected Material or to release or to forebear from enforcement of all or any of the obligations of the Supplier under the Contract or otherwise in respect of the Rejected Material and/or the remedies of the Corporation under any other guarantee(s) or security(ies) now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s) or other indulgence(s) or arrangement(s) with the Supplier or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Corporation hereunder or of prejudicing rights of the Corporation against the Bank.
- 3.. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Bank or of the Corporation.
4. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Corporation in terms hereof.
5. Notwithstanding anything contained herein:
 - (a) The Bank's liability under this Guarantee/Undertaking shall not exceed [currency in figures]. [currency in words only]
.....
 - (b) This Guarantee/Undertaking shall remain in force upto (put date fixed for replacement of the Rejected Material + 3 months) and any extension(s) thereof;) and
 - (c) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before [] and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.
6. The Bank doth hereby declare that Mr. _____ (name & designation of the person authorised to sign on behalf of the Bank) is

authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

(Signature)

NAME & DESIGNATION
NAME OF THE BANK

NOTES:

1. The Bank Guarantee for full value of Rejected Material(s) shall be strictly as per above proforma and shall be through a Scheduled Bank operating in India, including the Indian Branch of a foreign bank recognized as a Scheduled Bank in India.
2. The Bank Guarantee shall be typed on stamp paper applicable to an agreement in the State in which the Bank Guarantee is issued.
3. This bank guarantee shall be sent by the Bank directly to:-
Chief Materials Manager, IOCL [Address].

* *

AMENDMENTS TO GENERAL PURCHASE CONDITIONS (GPC)

Sl No	Clause No.	Clause Heading	Existing Clause	Amended/New Clause
1.	Nil	LIMITATION OF LIABILITY New Clause No.36 to be appended	Not specified	The maximum liability shall be limited to 100% of contract value except in case of fraud and/or wilful negligence. The vendor shall not be liable for consequential losses on account of production revenue or profit.
2.	12.3 & 12.4	PRICE REDUCTION DUE TO DELAY	12.3 If any Material(s) is/are not delivered within the Delivery date(s) stipulated in respect thereof, IOCL shall be entitled to a discount by way of price adjustment in a sum equivalent to 0.5% (one half percent) of the price of such Material(s) per week or part thereof that the Material(s) remain(s) undelivered beyond the stipulated Delivery period in respect thereof, subject to a maximum discount of 5% (five percent) of the Total Contract Value. Such discount shall be given by the Vendor by equivalent reduction in the invoice value before presentation of documents to the Bank/IOCL for payment. Should the Vendor fail to deliver the Material(s) or to make such adjustment, the discount may be recovered by any other means. 12.4 Without prejudice to its rights under Clause 12.3 hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, IOCL may at any time after the expiry of the stipulated date(s) of Delivery in respect of any Material(s), at its discretion terminate	12.3 No change 12.4 Without prejudice to its rights under Clause 12.3 hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, IOCL may at any time after the expiry of the stipulated date(s) of Delivery

AMENDMENTS TO GENERAL PURCHASE CONDITIONS (GPC)

SI No	Clause No.	Clause Heading	Existing Clause	Amended/New Clause
			<p>in whole or part the Contract in respect of the undelivered Material(s) or any of them and either purchase such Material(s) from any other available source at the risks and costs of the Vendor and recover from the Vendor any additional cost incurred by it on such purchase or recover from the Vendor without such purchase the difference between the market and contract price of such Material(s) on the date of termination of Contract relative thereto.</p>	<p>in respect of any Material(s), at its discretion terminate in whole or part the Contract in respect of the undelivered Material(s) or any of them and either purchase such Material(s) from any other available source at the risks and costs of the Vendor and recover from the Vendor any additional cost incurred by it on such purchase or recover from the Vendor without such purchase the difference between the market and contract price of such Material(s) on the date of termination of Contract relative thereto.</p> <p>However the maximum liability under this clause shall be the total Contract Value or part thereof for undelivered material.</p> <p>This clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the vendor.</p>
3.	34.1	ARBITRATION	<p>Arbitration: All disputes or differences which may arise out of or in connection with or are incidental to the Agreement(s) including any dispute or difference regarding the interpretation of the terms and conditions of any clause thereof which cannot be amicably resolved between the parties may be referred to</p>	<p>Arbitration by an Arbitral Tribunal comprised of 3 (Three) arbitrators selected in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The Arbitration proceedings shall be governed by and conducted in accordance with the</p>

AMENDMENTS TO GENERAL PURCHASE CONDITIONS (GPC)

SI No	Clause No.	Clause Heading	Existing Clause	Amended/New Clause
			<p>Arbitration of a person selected by the Vendor out of a panel of three persons nominated by the General Manager of the Unit or Project of Indian Oil Corporation Ltd. to which the Contract relates. The Arbitration proceedings shall be governed by and conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be [.....] or New Delhi, India.</p>	<p>Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be(.....) or New Delhi, India provided that arbitrators , with the consent of the OWNER and the VENDOR, may agree upon any other venue. Venues other than New Delhi, India would be London or Singapore. Laws of India only would be applicable.</p>

Sub : Panel of Banks for acceptance of Bank Guarantee

- I. BGs less than Rs. 1 crore may be accepted from any scheduled bank (including nationalized banks, other scheduled commercial banks, scheduled cooperative banks and scheduled regional rural banks) as appearing in the Second Schedule to the RBI Act 1934.
- II. BGs of Rs. 1 crore and above may be accepted, which is issued by any of the following Banks:

SR.NO.	NAME OF BANK
1	ALLAHABAD BANK
2	BANK OF BARODA
3	BANK OF INDIA
4	BANK OF MAHARASHTRA
5	CANARA BANK
6	CENTRAL BANK OF INDIA
7	CORPORATION BANK
8	INDIAN BANK
9	STATE BANK OF BIKANER & JAIPUR
10	STATE BANK OF HYDERABAD
11	STATE BANK OF INDIA
12	STATE BANK OF MYSORE
13	STATE BANK OF PATIALA

SR.NO.	NAME OF BANK
14	STATE BANK OF TRAVANCORE
15	UCO BANK
16	UNION BANK OF INDIA
17	UNITED BANK OF INDIA
18	VIJAYA BANK
19	ANDHRA BANK
20	DENA BANK
21	IDBI BANK
22	INDIAN OVERSEAS BANK
23	ORIENTAL BANK OF COMMERCE
24	PUNJAB & SIND BANK
25	PUNJAB NATIONAL BANK
26	SYNDICATE BANK
27	ICICI BANK
28	HDFC BANK
29	KOTAK MAHINDRA BANK
30	SOUTH INDIAN BANK
31	FEDERAL BANK
32	EXIM BANK
33	ING VYSYA BANK
34	AXIS BANK
35	YES BANK
36	CITI BANK N.A.
37	HSBC BANK
38	DEUTSCHE BANK AG
39	BANK OF AMERICA N.A
40	ROYAL BANK OF SCOTLAND
41	BNP PARIBAS
42	BANK OF NOVA SCOTIA
43	BANK OF TOKYO-MITSUBISHI UFJ LTD.
44	MIZUHO CORPORATION BANK LTD
45	BARCLAYS BANK PLC
46	ANZ BANK
47	JP MORGAN CHASE BANK
48	STANDARD CHARTERED BANK
49	DBS BANK
50	FIRST RAND BANK

BG (of Rs. 1 crore and above) from any other scheduled bank not listed above but having a rating of atleast 'A' from Moody's or equivalent (from other rating agency) incase of foreign bank and ratings of atleast 'AA' from CRISIL or equivalent (from other rating agency) incase of Indian banks can be accepted subject to clearance from RHQ.

- III. BGs from any other bank other than 'I' and 'II' above can be accepted only if the same is counter guaranteed by any of the above 50 banks.