

Technical / Commercial Bid

Public Tender (Two Bid)

Tender No: HCC/LUBES-76/PT-189/2020-21


(E tender Id: 2021_MKTHO_133787_1)

Description of tender: Procurement of Re Refined SN500 Base Oil.




Indian Oil Corporation Limited
(Marketing Division)
Head Office, Indian Oil Bhavan
Contract Cell Department, 6th Floor
G-9, Ali Yavar Jung Marg
Bandra (East), Mumbai –400051
Phone: 022-26447000, 26447055

(Please refer tender scheduled dates in e-tender portal)

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 2 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

INDEX

SN	DESCRIPTION	ANNEX	PAGE No.
PART A: TECHNICAL/ COMMERCIAL BID			
1	Notice Inviting e-Tender	1	3
2	List of documents to be uploaded	2	12
3	Instructions to bidders	3	14
4	Form A	4	20
5	Scope of work	5	22
6	General terms and conditions	6	23
7	Special taxation clauses	7	31
8	IOCL Plants address	8	34
9	GST Number of IOCL	9	35
10	Declaration on NCLT/NCLAT/DRT/DRAT/Court Receivership/Liquidation	A	36
11	Declarations A, B, and C for relation with IOCL Directors	B	37
12	Declarations for Employing IOCL directors	C	40
13	List of Directors of Indian Oil Corporation Limited	D	41
14	Proforma of Declaration of Blacklisting / Holiday Listing	E	42
15	Proforma Declaration of Tender not Tampered	F	44
16	General Conditions of Contract	H	46
17	Purchase Agreement	I	53
19	Undertaking by The Tenderer(s) for acceptance of tender	J	56
20	Statement of Credentials to be furnished by Bidder	K	57
21	Purchase Preference Linked for Local Content (PPLC)	L	58
22	PPLC – UNDERTAKING, Certification by the Auditor	M	59
23	Guidelines for countries sharing land border with India	N	61
24	Compliance Certificate regarding bidders from countries which shares a land border with India	O	63
25	Integrity Pact Agreement	P	64
26	Undertaking by The Tenderer(s) for acceptance of tender	Attached separately	
27	Special Instructions to bidders for participating in tender		
28	FAQ's –online EMD facility in IOCL e-tendering		
29	Excel sheet for Bidders details		
30	Reverse auction guidelines for bidders		
31	Guidelines to bidder for preferential bidding		
32	Purchase Preference Linked for Local Content (PPLC) Policy		
33	Item wise evaluation Guidelines		
PART – B: PRICE BID			
1	Price Bid/ BoQ	Attached separately	


 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 3 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE 1


NOTICE INVITING E-TENDER

Indian Oil Corporation Limited invites electronic bids through its website <https://iocletenders.nic.in> under two bid system for the work as detailed below from indigenous bidders fulfilling the qualifying requirements as stated hereunder.


1.	Tender No.	HCC/LUBES-76/PT-189/2020-21					
2.	E-Tender Id	2021_MKTHO_133787_1					
3.	Name of Item	Procurement of Re Refined SN500 Base Oil .					
4.	Location of Supply	Various Lube Plants of Indian oil. The tender is a framework agreement and order for supply (Work Order) shall be placed from the respective political state/union territory or location as the case may be, as mentioned in the tender.					
5.	Tender Quantity:						
			Asaoti	Kolkata	Silvassa	Taloja	Total
	S.no	Base Oil	QTY (MT)				
	1	Re-Refined Group I SN 500, In Bulk	300	300	300	300	1200
6.	Tender Fee	Nil. Bidders are required to download the tender documents free of cost from IOCL e-tender website (https://iocletenders.nic.in)					
7.	Earnest Money Deposit	EMD is not required. (EMD Rs. Nil)					
8.	TENDER DOWNLOAD PERIOD FROM e-TENDER PORTAL:						
	a) Starts on	02.04.2021 @ 15:00 hrs					
	b) Ends on	26.04.2021 @ 15:00 hrs					
9.	Prebid Meeting	09.04.2021 @ 11:00 hrs Topic: Pre bid meeting (PT-189) Time: Apr 9, 2021 11:00 AM Mumbai, Kolkata, New Delhi Join Zoom Meeting https://us02web.zoom.us/j/89428416391?pwd=Q1lxa1NIYjIHOE9CbKxLZ2pPOXg1dz09 Meeting ID: 894 2841 6391 Passcode: jDUA7V					

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 4 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	


10.	SUBMISSION OF TENDER IN e-TENDER PORTAL:	
	a) Starts on	20.04.2021 @ 15:00 hrs
	b) Ends on	26.04.2021 @ 15:00 hrs
11.	DUE DATE FOR OPENING OF TENDER:	
	Opening of Tender (Technical Bid Only)	27.04.2021 @ 15:00 hrs
12.	Validity of offer	Offer shall be valid for 30 Days from date of opening of technical bid. In case of requirement, IOCL may seek further extension of the validity of the offer from the bidders.
13.	Period of contract	90 days from the date of Letter of Acceptance / Purchase order.
14.	Mode of tender submission	You may please note that this is an e-Tender and can only be downloaded and submitted in the manner specified in 'Special Instructions to bidders for participating in e-tender' attached separately in this tender.
15.	Contact person	Kuldeep Adkane Indian Oil Corporation Ltd., Indian Oil Bhavan, Contract Cell, 4th Floor (Large Wing), G-9, Ali Yavar Jung Marg, Bandra East, Mumbai - 400051 Ph: 022-24667576, Email: kadkane@indianoil.in
17.	Reverse auction	Bidders are advised to refer the document 'Submission_for_Reverse_Auction.pdf' under the option of 'Online Bid Submission of Reverse Auction' in 'Bidders manual kit' section of IOCL e-tendering portal to know about the Reverse Auction procedure.
18.	<p>Pre-qualification Criteria (PQC):</p> <p>Vendors will have to accept the Base oil Specifications given in the tender document and Delivery schedule given in the tender. Parties who do not agree to delivery schedule and base oil specifications, will not be eligible for price bid opening.</p> <p>Vendors are supposed to upload the signed copy of form A accepting the specifications and delivery schedule.</p>	

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 5 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	


19.	<p>Evaluation Criteria:</p> <p>Tender will be finalized grade wise based on least location specific net delivered rate inclusive of delivery charges.</p> <p>” i.e. if there is more than one location and more than one grade specified in the tender, L1 may be different for each location for each grade.</p> <p>Net Landed cost per MT will be arrived at after deducting applicable Set off (ITC) on GST as applicable and as claimable by M/s. Indian Oil Corporation Ltd from Landed Cost per MT.</p> <p>Evaluation shall be done solely based on the rates quoted by the parties in the BOQ. The overall lowest bidder in reverse auction will be declared as L1 for awarding the job</p> <p>Purchase Preference Criteria as per Purchase Preference Policy Linked with Local Content is applicable to this tender. Modalities for granting purchase preference are as under since the item wise quantity is not divisible</p> <p>Only ‘Class – I local supplier’ and ‘Class - II local supplier’ shall be eligible to bid. However, purchase preference will be given only to ‘Class – I local supplier’.</p> <p>Among all qualified bids, the lowest bid will be termed as L1.</p> <p>If L1 bidder happens to be a class I local supplier, the entire procurement value shall be awarded to such bidder.</p> <p>If L1 is not ‘Class- I local supplier’ the lowest bidder among the ‘Class- I local supplier’ will be invited to match the L1 price subject to ‘Class – I local supplier’s quoted price falling within the margin of purchase preference (within 20% of L1), and the entire contract value shall be awarded to such ‘Class – I local supplier’ subject to matching the L1 price.</p> <p>In case such lowest eligible ‘Class-I local supplier’ fails to match the L1 price, the ‘Class – I local supplier’ with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on and contract shall be awarded accordingly. In case none of the ‘Class-I local supplier’ within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.</p> <p>The details on PPLC-policy and its applicability is given at later part of this tech bid document and an undertaking in this regard, which has to be mandatorily submitted by all bidders.</p>
-----	--

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 6 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	


	<p>Notwithstanding any other condition/provision in the tender documents, bidders are required to submit complete documents pertaining to PQC along with their offer. Failure to meet the PQC will render the bid to be summarily rejected.</p> <p>IOC reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents/clarifications.</p>
20.	<p>Lot Size and distribution:</p> <p>a) Bidders have to quote for the full quantity for any grade for any location. Quoting of part quantity for any grade in any location will not be acceptable i.e item wise quantity is not divisible.</p> <p>b) Procurement of base oils will be done on single lot basis and 100 % quantity will be awarded to L-1 party based on the location wise, grade wise quantity offered.</p> <p>c) In case of identical quotes, tie between two or more bidders at L-1 position, all the L-1 bidders shall be asked to submit discount bid in terms of percentage discount over previous quoted amount in a sealed envelope. The bidders while seeking revised bids, shall be advised to witness the opening of sealed envelopes.</p> <p>d) In case there is a tie again, the bidder with highest turnover worked out to three decimal points in any of the last three years as submitted shall be considered as L-1 bidder. For these bidders shall also be required to submit documents along with their discount bid. In the event of bidder submitting turnover documents for only one or two years, L-1 shall be decided based on the basis of turnovers submitted.</p> <p>e) Net Delivered Cost will be worked out considering applicability of SGST+CHST/IGST on supplier's locations as given below:</p> <p>100% input tax credit is available for this item.</p>

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 7 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	


21	<p>Bid consideration clause:</p> <p>1.Each Bidder can submit only one bid</p> <p>It is clarified that a person shall be deemed to have submitted multiple bids if he submits more than one bid either individually or in any combination of person (individual capacity, proprietor, affiliates, partnership, association of persons, Company). All such multiple bids shall be liable for rejection.</p> <ol style="list-style-type: none"> a) Person shall for this purpose mean an individual, proprietor, any partner, association of persons, affiliate and company. b) A company shall for this purpose include any artificial person whether constituted under the laws of India or of any other country. c) A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which as submitted the bid or is a member of any association of persons which has submitted a bid. d) A person shall be deemed to have bid in a Company format if, the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a Director of the Company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital and/or is a Director of a holding Company which has submitted the bid. e) Affiliates of a firm are not permitted to make separate bids directly or indirectly. Two or more parties who are affiliates of one another can decide which affiliate will make the bid. Only one affiliate may submit a bid. If two or more affiliates submit more than one bid, then all such bids shall be liable for rejection. <p>2. Consultants or their subsidiary company or companies under the management of consultant, are not eligible to quote for the execution of the same job for which they are working as consultant.</p> <p>3. Bids from Consortium or MOU parties shall not be accepted.</p> <p>4. The bid of the party will also be rejected on the following grounds:</p> <ol style="list-style-type: none"> i. Bidder not meeting tender qualifying parameter norms specified / not submitting pre-qualifying and mandatory documents as per NIT. ii. Non-withdrawal of conditions imposed in tender document & conditions imposed during negotiations. iii. A bidder who offers unsolicited reduction in the price offer whether before or after the opening of the price part of the tender(s)/bid(s) shall be liable to have his/its/their bid(s) rejected. Bidders may, however, at any stage offer a reduction if such reduction is solicited or if the OWNER gives the Bidder an opportunity to offer such reduction.
----	---

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 8 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	


	<p>iv. Bidder submitting fabricated/ false/ forged documents for the tender.</p> <p>v. Bidder put on holiday list during the pendency of this tender.</p> <p>5. The procedure for evaluation of tenders shall be as follows:</p> <p>5.1 Only the Technical Bid, of those parties uploading their tenders before due date and time of submission, shall be considered for opening.</p> <p>5.2 The techno- commercial bid shall be scrutinized and evaluated based on the qualifying parameters mentioned above and on the basis of the uploaded documents in e-tender portal.</p> <p>5.3 The Price Bid of only those parties shall be opened who qualify as per the qualifying parameters after evaluation as mentioned above. Prior intimation will be sent to the qualifying parties regarding due date and time of opening of Price Bid.</p> <p>5.4 Negotiations shall not be conducted with the bidders as a matter of routine. However, Corporation reserves the right to conduct negotiations. Tenderers will have to attend the Office of INDIAN OIL CORPORATION LIMITED as informed by Tender Issuing Authority for negotiations/clarifications as required in respect of their quotation without any commitment from INDIAN OIL CORPORATION LIMITED.</p> <p>5.5 If required, Successful Tenderer will have to present original documents for verification to the tender inviting authority, within 7 days from date of intimation.</p>
22.	<p>OTHER POINTS:</p> <p>1. Any addendum/ Corrigendum/ Date Extension in respect of the tender shall be issued on our website https://iocletenders.nic.in only & no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated. Corporation reserves the right to revise/extend any Date/time from scheduled timelines of published tender.</p> <p>“Bidders are advised to refer the document ‘Submission_for_Reverse_Auction.pdf’ under the option of ‘Online Bid Submission of Reverse Auction’ in ‘Bidders manual kit’ section of IOCL e-tendering portal to know about the Reverse Auction procedure.</p> <p>All bidders must login and visit their DASHBOARD on regular basis to get the timely updates related to any communication sent in the form of e-mail/SMS by system.</p>

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 9 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	


	<ol style="list-style-type: none"> 2. Legal dispute, if any, arising during this tender shall be within the jurisdiction of local courts of Mumbai. 3. Please visit our website https://iocletenders.nic.in for further details of this tender. 4. Bidders may note that the following are attached separately and uploaded in the e-tendering portal: <ol style="list-style-type: none"> a) Special Instructions to bidders for participating in e-tendering b) FAQ's –online EMD facility in IOCL e-tendering and c) Format for Acceptance of Tender Terms and Conditions 5. Indian Oil reserves the right to accept or reject any or all tenders at their sole discretion without assigning any reason whatsoever. 6. In case the bidder has been asked to submit price bid/price implication in physical form, the use of white/erasing fluid for correcting the rates is banned. Wherever the rates are corrected with white/erasing fluid, the bids will be summarily rejected. 7. In case of any system malfunction, the tender extension will be governed by the "System Malfunction Procedure" document available in downloads section at e-Tendering Portal home Page. 8. Submission of duly signed Integrity Pact agreement, along with Tender is a mandatory prerequisite for Bids to be eligible for further evaluation. The Integrity Pact Agreement consists of (1) Covering letter from the bidder to IOCL and (2) Integrity Agreement consisting of 10 (Ten) articles. Bidders should mandatorily sign and submit the complete Integrity Pact Agreement consisting of both the Covering letter as well as the Integrity Agreement consisting of 10 articles in order to be eligible for further evaluation in this tender. The signed IP should be complete in all respect and is required to be uploaded in the e-tender portal along with the Bid. Bid not having the duly signed IP agreement attached with it will be summarily rejected. Partial submission of IP document will also not be considered.
23.	<p>REVERSE AUCTION CLAUSE</p> <p>RA1: Bidders are informed that Reverse Auction will be conducted for finalizing this Tender.</p> <p>Qualifying Criteria for Reverse Auction:</p>

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 10 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

	<p>a) In case of tenders without preferential bidding:</p> <p>If there are more than three (3) techno-commercially acceptable bids, bidder having highest quote (H1 bidder) will be rejected.</p> <p>b) In case of tenders with preferential bidding and if there are more than three (3) techno-commercially accepted bidders:</p> <p>I. H1 bidder will be rejected if he is a non-preferential bidder;</p> <p>II. In case if H1 bidder is a preferential bidder, H1 bidder will be rejected if his quote is beyond the defined tolerance limit of L1 price as per his preferential category.</p> <p>Preferential bidders will get the above benefit of RA only when they select the preferential bidder option in e-tender portal else they will be considered as normal bidders in RA process.</p> <p>c) In case of more than one H1 bidders (H1 tie), latest bid received (bidder whose bid is received at the last) out of all H1 bidders will be rejected as per provisions mentioned above.</p> <p>d) In case of multi-lot auction, item wise H1 bidder will be disqualified as per the provision mentioned above.</p> <p>e) An intimation by mail/SMS shall be provided to the eligible bidders for Reverse Auction.</p> <p>RA 2: The lowest price as well as bidder's latest price shall be available on the Reverse Auction screen at any point of time during the Auction process. This displayed price is the evaluated price based on which the lowest bid is determined as per evaluation criteria of BOQ / Tender Terms & conditions. Accordingly the bidder will put his quote in the Auction window if he wants to offer the reduced price considering the evaluation criteria as per Price Bid (BoQ) / Tender Terms & Conditions.</p> <p>RA 3: Wherever required, the Evaluation factor/criteria shall be informed to the bidders before start of RA. In other cases the bidder shall calculate his final evaluated price as per BoQ or evaluation criteria mentioned in the tender document and quote accordingly.</p> <p>RA4: The lowest quote after end of Reverse Auction shall be considered for further processing.</p>
--	---

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 11 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	


	<p>RA5: For the purpose of extending PPLC or any other preference /benefit as per guidelines, the latest quote of respective PPLC bidder(s) during the tender-cum-auction process shall be considered.</p> <p>RA6: IOCL reserves the right to conduct price negotiation with overall L1 bidder based on price quoted in BoQ and RA.</p> <p>RA7. The rate arrived after RA shall be used for arriving the positions of the bidders. The L1 rate finalized with or without negotiation shall be offered to other bidders as per tender evaluation criteria. The bidder shall be asked to match the L1 rate and bidder to provide the breakup of rates in the format of the price bid.</p>
--	---

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 12 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE-2


LIST OF DOCUMENTS REQUIRED TO BE UPLOADED

S.No.	Description	Format	Yes / No
1	Tenderer's offer against the particulars as laid out in Form 'A'	PDF	
2	Undertaking and Declaration for Holiday listing	PDF	
4	Undertaking and Declaration 'A', 'B', 'C' & 'D'	PDF	
5	Undertaking for Acceptance of Tender terms and conditions as per format attached with tender document.	PDF	
6	PAN Card and GST Certificate	PDF	
7	Proforma of tender not tempered	PDF	
8	Proforma for declaration on NCLT/NCLAT/DRT/DRAT/Court receivership/liquidation.	PDF	
9	Provision of Clause for Transfer of Business Transaction Rights – in bidders letter head	PDF	
10	<p>Power of Attorney:</p> <p>Authority of the person uploading the bids with his DSC shall be required to be submitted in the bids. Document required showing the authority of the person uploading & submitting the bid with his Digital Signature Certificate shall be as given in the following table.</p>	PDF	

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 13 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

	In case of Proprietary Concern	<p>If the bid is submitted by the proprietor, no POA required. However, he will upload undertaking certifying that he is sole proprietor.</p> <p>If the bid is submitted by person other than proprietor, POA authorising the person to submit bid on behalf of the concern.</p>		
	In case of Company	<p>Certified copy of Board Resolution authorising the person submitting the bid on behalf of the company.</p> <p style="text-align: center;">OR</p> <p>POA and the supporting Board Resolution authorising the person submitting the bid on behalf of the company.</p>		
	In case of Partnership Firm/LLP	POA along with Deed of Partnership / LLP Agreement.		
	In case of Co-Operative Society	Copy of resolution passed as per Society Rules.		
11	Specifications		PDF	
12.	Bidder to give undertaking in his letter head whether he/she has transferred his/her ownership rights either in whole or in part to another entity or under process of transfer.		PDF	
13.	Statement of credentials		PDF	
14.	PPLC undertaking / declarations duly certified by Auditors.		PDF	
15.	Compliance Certificate regarding bidders from countries which shares a land border with India		PDF	
16.	Integrity Pact		PDF	

Corporation reserves the right to ask the vendor to submit any other document related to tender if required.

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 14 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE- 3

INSTRUCTIONS TO BIDDERS

1. General Instructions:


- 1.1 Bids should be submitted by the bidder in complete accordance with our Tender Document and its attachments.
- 1.2 Any effort by Bidder or Bidder's Agents, Consultant or representative howsoever described, to influence the owner in any way concerning scrutiny consideration / evaluation / comparison of the bid or decision concerning the award of the contract shall entail rejection of the Bid.

2. Submission of Tender

- 2.1 Bids should be submitted in "two bid system" i.e. "Un-priced bid" or "Technical bid" and "Priced bid".
- 2.2 Part-I: Technical Bid completes with all technical and commercial details other than price shall be submitted.
- 2.3 Part-II: "Price bid" This part shall have only Price Schedule (BOQ) with prices duly filled in. Prices shall be filled in the price bid format (excel sheet) provided with the tender documents (i.e. uploaded in the website by IOCL) only for the locations for which bidder is offering their quotation against the tender. Tenderer's price bid on their letter head or in any other file format or scanned copy of price bid etc. will not be accepted.

Instructions related to the price bid format (BOQ)

1. The price bid format is provided/ uploaded is in excel sheet format.
 2. The rates to be quoted shall be as per the price bid format wherein the unit of measure is mentioned i.e. all offers shall be on per MT basis.
 3. Please refer Special Conditions of Contract for Taxes.
 4. While filling the excel sheet you should enable the macros, and if there is any warning like "MACROS have been disabled", there will be an option button at the side of this message. You should click on the option button and select the "Enable the content".
- I. Name of Bidder to be filled.
 - II. Rates in BOQ i.e Basic Rate and Transportation Rate are to be filled in Rs/MT only in appropriate columns of BOQ.
 - III. The % details of correct tax structure (CGST+SGST/IGST) as required are to be filled.
 - IV. The Net Landed cost for the Location will appear automatically as formulas are already fed in the excel price bid sheet.
5. All efforts have been made for the correct display of the Net Landed cost based on the formulas incorporated in the provided / uploaded BOQ (Price bid) sheet. However, IOC

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 15 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

still reserves to calculate based on the rates / figures filled, Bid Type SGST+CGCT/IGST), by the Bidder in the appropriate columns of the price bid & GST (ITC) applicable and published in the tender document, for accuracy and correctness to decide on the L1 tenderer based on evaluation criteria specified in the tender, which will be done outside the system.


6. The Bidder in their own interest must cross check the rates / figures quoted in the BOQ sheet either by calculator or in another excel sheet or by any other method of calculation to ensure that the rate quoted by them in the e-tender BOQ is 100% correct.
7. This cross check is important and beneficial for the Bidder as in the uploaded BOQ the Net Landed cost is displayed based on the rates and GST filled by the Bidder as it internally calculates using appropriate formula.
8. Also, please refer to the General Terms and Conditions (GTC) of the tender wherein it has been clearly intimated that the net landed cost offered by the bidder will be considered as final and hence it is very important for the Bidder to fill correct GST, transportation, other levies as applicable.
9. In the price bid (BOQ) the unit Net Landed Cost is being taken for CRM for respective locations.
10. Based on filled BOQ by the Bidder the e tendering system may generate/throw out /show the L-1/L-2 position in comparative BOQ statement which is to be ignored as the tender evaluation will be done based on the location specific net landed cost.

3. Tender Opening:

- 3.1 Tenders called with Two bid system - Technical bids shall be opened at the specified time in the e-tender portal. Bidder(s) who are found technically qualified, shall be intimated the date and time of opening price bid, as decided by Indian Oil Corporation through e-tender portal. Price bids shall be opened in the e-tender portal Price bids of bidder(s) who do not qualify technically shall be rejected without further consideration.
- 3.2 The Technical bid shall be opened ONLINE on the due date as per Notice Inviting Tender (NIT) in our office and the priced offer of Bidder whose Un-priced offers are found technically suitable shall be opened on a suitable date for which a separate intimation shall be furnished to the technically acceptable bidders.
- 3.4 Witnessing of techno-commercial bid & Price bid of the tender shall be online at our website.

4. Acceptance/Rejection:

- 4.1 Offer received with deviation (Technical as well as commercial) shall be liable for rejection. Vendor is requested to submit their offer without any deviation and exactly in line with IOCL tender documents.
- 4.2 The Price bid (BOQ) should be uploaded strictly as per the format available with the tender in the website failing which the offer shall be rejected.

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 16 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

4.3 IOCL reserves the right to accept or reject any tender in Part or full to abort the bidding process without assigning any reason whatsoever.

4.4 Suo-moto reduction shall not be considered for evaluation whether given before or after opening of price bids. If any tenderer other than lowest offers suo-moto reduction in the prices after opening of the price bid, the offer shall be rejected out rightly.

IOCL reserves the right to not to accept the lowest bid.

5. Earnest Money Deposit (EMD):

EMD is not applicable for this tender.

6 TENDERS LIABLE FOR REJECTION

Tender is also liable for rejection if the Bidder:

- Stipulates the validity period of offer & Period of contract is less than what is stated in the Tender document.
- Stipulates his own conditions.
- Does not disclose the full names and addresses of all his partners or Directors.
- Does not fill in and sign the required annexure, specifications, etc. as specified in the tender.
- If the bid submitted contains unacceptable terms and conditions.
- If the bid submitted is not according to our format of Price and Un-Price Bid.

7. Contract Agreement will be executed for contracts comprising supply of tendered item.

8. It is mandatory for every tenderer to fill all the documents as set out in the tender document irrespective of their earlier association with IOCL.

9. No alteration in the tender will be allowed after opening.


10 COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid.

11. BIDDING DOCUMENTS:

The bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. The invitation to bid together with all its attachments thereto shall be considered to be read, understood and accepted by the bidder.

12. AMENDMENT OF BIDDING DOCUMENTS:

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 17 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

At any time during the bidding process, Indian Oil Corporation may modify the bidding documents by amendment thereto. Such amendments will be notified / published thru e-tender portal and will be binding on all bidders.

13. LANGUAGE OF BID:

Bid and all correspondence/drawings and documents relating to the bid exchanged between the bidder and IOCL shall be in ENGLISH language.

14. LATE BIDS:

No bids can be submitted online after the last date and time for submission of bids prescribed.

15. To assist in the scrutiny, evaluation and comparison of bids, IOCL may, at their discretion, request clarifications on the bid from the tenderer including submission of documents.

16. IOCL shall not be bound to accept lowest or any tender and reserve the right to accept one or more tenders in part. The decision of IOCL in this regard shall be final.

17. As the documents are being submitted by the bidders in the tender, the responsibility of authenticity of documents shall be with bidders.

18. Action Against Submission of Forged Documents :


Canvassing of information or submission of forged or false documents / information by any Tenderer shall make their offer invalid. In addition, action shall also be taken by IOCL which includes forfeiture of EMD as well as putting the Tenderer on Holiday list.

Indian Oil reserves the right to reject tender of any or all the applicants without assigning any reason at its absolute discretion.

19. ORDER OF PRECEDENCE

In case of irreconcilable conflict in non technical matters between provisions in separate contract documents governing the same aspect, the following shall prevail in order of preference;-

1. Formal contract
2. Acceptance of tender (LOI/LOA)
3. Price schedule annexed to the letter of acceptance
4. Agreed variations annexed to the letter of acceptance
5. Addenda to the tender documents
6. Special Conditions of Contract

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 18 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	


7. Instructions to Tenderers
8. General terms and Conditions
9. General Conditions of Contract

A variation or amendment issued after the execution of the formal contract shall take precedence over the formal contract and all other Contract Documents. Notwithstanding the sub divisions of the tender document into several sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.

20. Bidders Under Insolvency Or Liquidation Or Bankruptcy Proceedings Under Insolvency And Bankruptcy Code ,2016

Offers from the following type of bidders shall not be considered:

- a) If the bidder is undergoing insolvency resolution process or liquidation or bankruptcy proceeding under insolvency and bankruptcy code,2016(code) or any other applicable law (in case where code is not applicable),
 - b) Insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the code or any other applicable law (in case where code is not applicable) against/by the bidder at any stage of evaluation of the bid.
- In the event, insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the code or any other applicable law(in cases where code is not applicable) against/by the bidder, after submission of its bid but any stage of evaluation of the bid, it will be the responsibility of the bidder to inform IOCL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the adjudicating authority namely, National Company Law Tribunal(NCLT) OR Debt recovery tribunal(DRT) under the code or any other applicable law(in cases where code is not applicable).
 - If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought here in above, in their bid or at any later stage ,as applicable, their offer is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL,IOCL shall forfeit the earnest money deposit provided by the bidder, in any form whatsoever.
 - IOCL reserves the right to cancel/terminate the contract without any liability on the part of IOCL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
 - In case where the bid of the L-1 bidder is rejected on the aforesaid grounds during the period between price bid opening and award of contract, then the bid of the next higher eligible bidder will be considered for further processing.
 - If bidder fails to share or misrepresents the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove and the bidder's bid result in a contract, IOCL, without prejudice to any

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 19 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

other remedy or action available with IOCL, shall be within its rights to terminate the resultant contract.


- A declaration/undertaking shall be submitted by the bidder in the attached format along with the techno-commercial bid.

21. Business transaction status of Bidders

1. Tenders who have transferred their ownership rights either in whole or in part to another entity or under process of transfer shall intimate the same to IOCL in their letter head while submitting the bid. IOCL reserves its right to reject the tender of any entity, which has transferred its ownership rights in whole or in part or which is in process of transfer without assigning any reason for such rejection.
2. If the tenderer refuses or fails to share the information regarding their status of any kind of business transfer process/restructuring etc, in their tender or at any later stage, as applicable, their tender is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the tenderer, in any form whatsoever.

For above, Bidder to give undertaking in his letter head whether he/she has transferred his/her ownership rights either in whole or in part to another entity or under process of transfer.

Tender No.: HCC/LUBES-76/PT-189/2020-21

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 21 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

Clearly read and understood the base oil specifications	Yes
Agreed to supply base oils as per specifications	Yes

Note:

1. The tender is being called in “two bid systems” i.e. “techno commercial bids without price (i.e. technical bid)” and “Price bid”.
2. Tenderer should put a tick mark wherever it is agreed for “Yes”. In case of no tick mark it will be construed as acceptance.

If conditions stipulated in this document is found in variance with any conditions in GTC, the conditions stipulated in this document will be final and binding on the tenderer.

We Accept the above Conditions: -

WE ALSO CONFIRM HAVING QUOTED OUR PRICE STRICTLY AS PER THE BOQ FORMAT GIVEN IN THE TENDER WITHOUT ANY DEVIATION.


Signature of the Bidder:

Designation of the Bidder:

Name & Address of the Bidder:

Telephone No:

E-mail:


 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 22 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

Annexure 5

SCOPE OF WORK

1. IOCL intent to procure 1200 MT of Re Refined SN 500 Base Oil strictly as per the below mentioned specification:

- Products are certified on release to meet the values specified. Actual values may deviate within the established reproducibility of the test method specified.
- For purpose of determining conformance with specification, observed or calculated values shall be rounded off to the nearest unit in the last significant digit used in expressing the limiting value in accordance to the ASTM E 29 method
- In lieu of standard test method, alternate test methods may be used for the certification of a product property

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 23 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE-6

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS:

1.1. "PURCHASER"

The "Purchaser" means INDIAN OIL CORPORATION LTD. (Marketing Division) a company incorporated in India having its Registered office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai - 400 051 and shall include its successors and assigns. "Purchaser" may also be referred as "Owner or Corporation".

1.2. "BIDDER"

Bidder means the person, firm or company who submits an offer for the enquiry.

1.3 "EQUIPMENT / GOODS / MATERIALS"

"Equipments /Goods/ Materials shall mean any of the articles, materials, instruments, machinery, equipment, supplies, drawings, data and other property and all services including but not to design, delivery, installations, inspection, testing and commissioning specified or required as per the Purchase Order.

1.4 "INSPECTORS"

Inspectors deputed by Purchasers.

1.5 "VENDOR"


Vendor shall mean the person, firm or Corporation on whom the Purchase Order is issued.

2. SPECIFICATION:

- a) Purchase specification of the product tendered is given in the tender documents. Bidders are required to sign and submit the same along with their offer as a token of acceptance of the specification.
- b) The product offered should be strictly in accordance with our purchase specification as enclosed with tender documents.

3. PRICE:


- 3.1 The rate / price offered by the bidder should be open for acceptance for a minimum period as mentioned in Technical Bid. from the date of opening of the tender and when order is placed on successful bidder until satisfactory completion of the order.

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 24 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

- 3.2 No upward revision in the offered rate / price will be allowed during the above period. In case Price Variation Clause (PVC) (if any) is applicable for the tender, then price applicable during the period of contract will be as per PVC.
- 3.3 Bidders(s) are requested to quote the Unit rate and taxes, if applicable, in the BOQ. Please also refer instruction on BoQ.
- 3.4 Bidder(s) should also specifically state the element of GST or any other levies, if applicable, as extra and the rate at which the same are chargeable in the BoQ in appropriate columns.
- 3.5 The price should be firm and irrevocable and not subject to any upward revision due to increase in cost of raw material, components and labour cost till the completion of the order.
- 3.6 Bidder(s) should indicate their price inclusive of packing, stencilling, handling cost, loading and unloading at Indian Oil Corporation's locations.
- 3.7 Net Landed Cost per MT offered by the bidder(s), as per the BoQ, will be considered as final. Hence it is utmost important for the Bidder(s) to quote correct GST etc. as applicable & in corresponding columns in BoQ to arrive at Net Landed Rate per MT.
- 3.8 In case of any error in quote for GST. as applicable & in corresponding columns in BoQ, IOCL based on net landed rate / price quoted as per BoQ, the quoted / offered basic price will be reworked incorporating the applicable correct statutory levies (viz GST and any other levies as applicable) & any increase from quoted Net Landed Cost per MT as per BoQ shall be reduced from offered basic price per MT.
- 3.9 Bid evaluation will be as per the Evaluation criteria specified in the tender document.

4. Best Price Clause

The price charged for the material to be supplied under the contract by the successful tenderer for a particular location shall in no event exceed the lowest price at which the said successful tenderer sells the material of identical description to any other Oil Company or any Petrochemical Company or any other Industry / Company using the subject material in India against any order received during the pendency of the contract awarded pursuant to this tender at/ for the same location. If at any time during the pendency of the contract awarded pursuant to this tender the successful tenderer sells the material of identical description covered under the contract to any other Oil Company or any Petrochemical Company or any other industry / Company using the subject material in India, for the said location at a price lower than the price charged under the contract to Indian Oil Corporation, such successful tenderer shall forthwith notify to Indian Oil Corporation such reduction of price. In any event, the price payable by Indian Oil Corporation for the said material shall stand correspondingly reduced forthwith from the day on which such sale is effected by the successful tenderer to any other Oil Company or any Petrochemical Company or any other Industry / Company using the subject material in India. However, this best price clause shall not affect either parties' rights or obligations under the contract, including those under the 'Price Escalation / De-escalation' clause.

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 25 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

5. VALIDITY:

The rate quoted against this tender shall be valid for a period as mentioned in the tender document from the date of opening of the tender (i.e Bid opening date) and once the offer is accepted and the Letter of Acceptance / Letter of Intent / Purchase order is placed on the successful bidder, the rates shall be valid for the entire quantity and period of contract, unless extended with mutual consent.

Due to operational requirements, validity of Purchase order may be different than the above. However, such change shall be notified in the tender document.


7. DELIVERY SCHEDULE / DELIVERIES:

Delivery schedule required is as specified in the Tender Documents.

- 7.1 The delivery period indicated in the tender, or in our Purchase order, or separately in the form of a letter, from time to time, is to be strictly adhered to. In case of delays in supplies, Indian Oil Corporation reserves the right to claim compensation for such late deliveries at its sole discretion. Such compensation will be payable on demand or shall be recovered from the EMD or Security Deposit or from any other payment due to the tenderers from Indian Oil Corporation.
- 7.2 Indian Oil Corporation at its sole discretion also reserves the right to purchase the goods from other sources at the cost and risk of the tenderer in case of failure to effect supplies within the stipulated delivery period. In such cases of risk purchase, excess cost incurred by the Corporation on account of purchase from third party source will be recovered from the security deposit amount or from pending bill payments or by raising a debit note on the defaulted vendor. Such recoveries will attract Service tax as applicable.
- 7.3 This tender is a framework agreement and order for supply (Purchase Order) of material shall be placed from the respective political state/union territory or location (as the case may be) as mentioned in the tender."

8. QUALITY:

- 8.1 The product supplied should fully conform to the purchase specification agreed while participating in the tender. Such conformity of the material to the specifications will be determined by testing the material in our Laboratory. The Test Report issued by our Laboratory alone will be considered as final and binding on the bidder.
- 8.2 Successful Bidder shall be responsible for the quality of the material delivered until the same is tested and accepted by our Laboratory.
- 8.3 Each Tank Lorry/vessel sample will be tested as per the specifications in our plants before unloading. In case of failure in any grade more than two times during the delivery period the vendor will be blacklisted for two years and penalty of Rs. 15 lacs (Rupees fifteen lacs) will be imposed on the vendor. The penalty will be adjusted from

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 26 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

the pending bills/Security deposit of the vendor in any plant as desired by the Corporation.

8.4 On award of Purchase Order to the successful bidder, if the material delivered against the PO is found to be not in accordance with our specifications, the entire quantity will be rejected and the successful bidder will be responsible for replacement of the rejected material free of cost and / or reimbursing Indian Oil Corporation for resultant losses sustained on this account. Such materials will be lying at our location at the risk and cost of the successful bidder for a period not exceeding 15 days.

8.5 The successful bidder will be obliged to collect the rejected material from the Indian Oil Corporation's premises at his own cost, within 15 days of such notification to him in writing, failing which, the Indian Oil Corporation will be free to dispose off such material as it deems fit without any obligation whatsoever to the successful bidder.

9 QUANTITY:

9.1 Location-wise quantity of procurement as provided in the tender documents is indicative. Actual quantity will be as drawn by our locations through call ups and the same will be within the overall quantity of the Purchase order to be issued by this office.

9.2 Indian Oil Corporation reserves the right to reallocate the total procurement quantity among the locations within the Purchase order quantity in case the order placed is for multiple locations.

9.3 Indian Oil Corporation reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason.

9.4 Indian Oil Corporation is not bound to accept the lowest rate for any tender and reserves the right to accept one or more tenders in part.


9.5 Indian Oil Corporation also reserves its right to allow price / purchase / contract / service preference as admissible under the existing Government Policy. The decision of the Corporation in this connection will be final.

9.6 Indian Oil Corporation also reserves the right to short close the order at any time during the period of the contract / validity of the Purchase order before drawing the full product quantity mentioned in the Purchase Order, giving notice time as deemed fit by the Corporation.

10. INSURANCE:

The material will be despatched to the location duly insured by the vendor. Any loss / damage / breakage of material received at location will be intimated to the supplier and amount shall be recovered from bill.

11. DISCUSSIONS / NEGOTIATIONS:

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 27 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

Negotiations will not be conducted with bidders as a matter of routine. However, Corporation reserves the right to conduct negotiations. In the event of negotiations, the Bidder will be required to confirm the negotiations in writing within the time stipulated.

13. PAYMENT

Payment for supplies accepted will be made by the respective Finance authorities as mentioned in the Purchase order within 30 days from the date of receipt of material. The supplier shall send their TAX invoices to the location where the product is being supplied, duly supported by other relevant documents like Delivery challan, Test report etc.

14. RISK PURCHASE:

Indian Oil Corporation reserves the right to curtail or cancel the order either in full or part thereof if the vendor fails to comply with the delivery schedule, and other terms and conditions of the purchase order. Corporation also reserves the right to purchase the same or similar material through other sources at the entire risk, cost and consequences of the vendor. This clause is without prejudice to our price reduction for delay clause given below.


15. PRICE REDUCTION FOR DELAY:

The Seller hereby agrees to pay to the Corporation by way of Price Reduction, as discount an amount equal to ½ % (One half percent) of the total order value of the materials so delayed for each week or part thereof of such delay in delivery subject to a maximum of 15% (as applicable) of such prices must be shown by the bidders in their tax invoice. Vendor will pass on the price discount in his invoice or through credit note.

16. FORCE MAJEURE:

Delivery of material is subject to Force Majeure conditions as under:

If at any time during the continuance of this contract the performance in whole or part by either party of any obligation under this contract shall be prevented or delayed by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs or acts of God (hereinafter referred as events) then provided notice of the happening of any such events if given by either party to the other within twenty-one days from the date of occurrence thereof neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and decision of the Director (Marketing), Indian Oil Corporation Limited (Marketing Division) as to whether the deliveries have been so resumed or not shall be final and conclusive provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for period exceeding 60 days either party may at its option terminate the agreement.

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 28 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

17. CANCELLATION:

The Corporation reserves the right to cancel the contract forthwith upon or any time after the happening of any of the following events viz. –

- (a) If the bidder shall commit a breach of any of the terms and conditions of tender and fail to remedy such breach within fifteen days of the receipt of the written notice from us in regard thereto.
- (b) (i) On the death or adjudication of insolvent of the bidder if he be an individual.

(ii) Liquidation whether voluntarily or otherwise on the passing of an effective resolution for winding up the bidder if it be a company.
- (c) If the attachment is levied or continued to be levied for a period of seven days upon the effects of the bidder or of any individual or partner of the bidder firm.
- (d) If the bidder does not adhere to the instructions which may be issued from time to time by us in connection with the supply of material, our right to so terminate the contract shall be without prejudice to any of our other rights and remedies against the bidder and in the event of our so terminating the contract, we shall not be liable to pay for any loss or compensation in respect of such termination.

18. SECURITY DEPOSIT:


- 18.1 Within one week of our communication to the successful Bidder of acceptance of the rates, he will have to deposit a sum of Rs.1,00,000/- (Rupees One Lakhs only) as Interest free Security Deposit in any one of the following manner :

➤ Pay Orders /Demand Draft of Scheduled/Nationalized Banks in favour of Indian Oil Corporation Limited, on which no interest will be allowed. CASH, CHEQUES, FDR & TDR towards S.D. will not be accepted.

- 18.2 In the event of the Bidder failing to make and to maintain a Security Deposit in the manner aforesaid, he shall be liable to forfeit any moneys lodged with the tender by him and the Corporation shall be entitled to cancel the acceptance of the tender.

- 18.3 Registration with DGS&D will not entitle a Seller to claim exemption from Security Deposit. Corporation shall be entitled to adjust the whole or any portion of the Security Deposit towards the recovery of any amount due to Corporation from the Bidder and to call upon the Bidder to maintain the deposit at its original limit by making further deposits. The Security Deposit or such portion thereof which has not been adjusted towards the recovery of amounts due from the bidder to Corporation will be refunded to the Bidder. The Security Deposit will be refunded after the expiry of 6 months from the date of satisfactory completion of the Purchase Order/Contract and after the deposit receipt is duly discharged by the Bidder and returned to the Corporation

20. EXEMPTION OF SECURITY DEPOSIT AND SUPPLY PERFORMANCE GUARENTEE:

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 29 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

Not applicable to any successful bidder unless otherwise specified.

21. AGREEMENT:

The successful bidder shall conclude a stamped Agreement with IOC. Copy of the Agreement is enclosed. On placement of LOA / PO purchase agreement should be executed within 14 days and to be submitted at the concerned office of IOCL.

22. ARBITRATION:

Any dispute or difference arising under or in connection with this contract shall be referred to a Sole Arbitrator as per the provisions of the Indian Arbitration and Conciliation Act 1996 as amended from time to time.

23. Disputes/Jurisdiction

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

24. GENERAL:

24.1 Bidders are requested to carefully study all the tender documents and tender conditions before quoting their rates. No alteration in the tender will be allowed after the opening of the tender.


24.2 Bid submitted must be strictly in accordance with our conditions and specifications.

24.3 When person signing the Tender/Agreement is not the sole Proprietor / Partner or Director of the Company the original Power of Attorney or certified copy thereof authorizing such person to act and sign on behalf of the Company must be submitted along with the technical bid.

24.4 It shall be understood that every endeavor has been made to avoid error which can materially affect the basis of Tender and the successful Bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof. No advantage is to be taken either by the Corporation or the Bidder of any clerical error or mistake, which may occur in the general specification, schedules, plans, or Tender Forms supplied to the Bidder.

24.5 Any Tender not conforming to the terms and conditions prescribed in the tender documents or not accompanied by the requisite Earnest Money will be rejected.

24.6 Any terms and conditions attached printed overleaf of the vendors offer will not be binding on IOC.

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 30 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

- 24.7 Before issuing of the order if any dispute arises the same shall be referred to the Arbitration as per clause contained in the agreement format said above.
- 24.8 All Bidders are required to submit Income Tax assessment order for the past 3 years. In case assessment for any year is not completed, the acknowledged copy of Income Tax returns should be submitted. Copy of Pan Card to be submitted.
- 24.9 Details on Bidder's relationship with IOC's Directors should accompany the quotation in the proforma enclosed.
- 24.10 Declaration of Black listing / Holiday listing as per annexure should accompany the quotation in the proforma enclosed.
- 24.11 The Corporation reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reason. The corporation is not bound to accept the lowest rate for any tender and reserves the right to accept one or more tenders in part. The decision of the Corporation in this connection will be final.
- 24.12 Bidders should furnish particulars as sought in the tender. In case their factory is located outside city limits, it will be the responsibility of the Bidder alone to maintain the supply schedule.
- 24.13 Bidder should read the conditions of IOCL tender documents carefully and submit the undertaking duly signed by them in token of having read, understood and accepted the conditions
- 24.14 SAFETY REQUIREMENTS FOR TANK LORRIES:


In the event material is being supplied by trucks, the truck should follow the safety check list given below for ready reference and strictly implementation: -

Statutory Safety Requirements for Trucks	
Driving Lic. Of truck Driver	Required
Photo I.Card of TT Driver / Crew	Required
Safety Shoes	Required
Helmet	Required
Fire Ex.	10 Kg.- 1 No and 1 Kg-1 No.
Battery cut off switch	Double Pole
Spark arrester	CCOE Approved with Certificate

DECLARATION BY THE TENDERER:

The terms and conditions as stipulated in this document i.e. "General Terms & Conditions" have been read, understood and agreed.


Date:	Signature:
Seal:	Name:
Address:	Designation:
Email:	Telephone No:

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 31 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	


ANNEXURE-7

SPECIAL CONDITIONS OF TAXATION


No.	Description
	DEFINITIONS
1	Contractual period / Work Completion Period /Contractual Delivery Date / Contractual Completion Period shall mean the Scheduled Delivery / Completion Period as mentioned in the LOA (Letter of Acceptance) or Purchase Order or Work Order and shall also include approved extensions, if any.
	GENERAL
1	Where any portion of the GCC/any other section of tender, is repugnant to or at variance with any provision of the Standard Taxation Condition (STC), then the provision of the STC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
2	For the purpose of this STC, the term “tax” in addition to tax imposed under CGST (Central Tax)/SGST (State Tax)/IGST (Integrated Tax)/UTGST (Union Territory Tax)/ GST Compensation Cess Acts, also includes any duties, cess or statutory levies levied by central or state authorities.
3	<p>Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the final product and/or services (applicable to invoices raised on IOCL) within the contractual delivery date /period (including extension approved if any) shall be on IOCL’s Account against submission of documentary evidence.</p> <p>Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Seller’s / Contractor’s Account.</p> <p>Similarly in case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the Contract and the date of execution of activities under the contract, the Contractor shall pass on the benefit of such reduction to IOCL with the view that IOCL shall pay reduced duty/Tax to Govt.</p>
4	Wherever any escalation / de-escalation linked to raw material price (Basic price excluding taxes) is allowed as per terms of the contract, Variation to the extent related to escalation / de-escalation of value of material shall be allowed without Tax unless specified otherwise.
5	It would be the responsibility of the contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice indicating details /elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with IOCL’s registration number as applicable for particular supply on all invoices raised on IOCL.

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 32 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

No.	Description
	<p>In case the contractor is opting for Composition scheme under the GST laws (i.e Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the contractor should confirm the same. Further the contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on IOCL.</p> <p>In case the contractor is falling under Unregistered category, the contractor should confirm the same.</p> <p>Contractor to provide the GSTIN from where the supply is proposed to be undertaken. Further HSN code as applicable for subject tender needs to be provided in the column provided in technical bid.</p>
6	<p>The contractor would be liable to reimburse or make good of any loss/claim by IOCL towards tax credit rejected /disallowed by any tax authorities due to non deposit of taxes or non updation of the data in GSTIN network or non filling of returns or non compliance of tax laws by the Contractor by issuance of suitable credit note to IOCL. In case, contractor does not issues credit note to IOCL, IOCL would be constrained to recover the amount including interest payable alongwith Statutory levy/Tax, if any, payable on such recovery.</p>
7	<p>Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by IOCL as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.</p>
8	<p>The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by IOCL.</p>
9	<p>In case, IOCL's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by IOCL by issuance of suitable credit note to IOCL. In case, contractor does not issue credit note to IOCL, IOCL would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.</p>
10	<p>In case the contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price.</p> <p>In case the contractor is falling under Unregistered category, then GST liability, if any, on IOCL will be included for the purpose of evaluation.</p>
11	<p>In case, IOCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost.</p>

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 33 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	


No.	Description
12	IOCL shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the CGST Act and respective states and Rules.
13	To enable IOCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to GST reimbursed by IOCL on materials sold to IOCL.
14	Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.
15	Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST / SGST / UTGST/IGST Act, 2017 on supplies of goods or services or both to IOCL, tax will be deducted from the invoice raised and deposited with the authorities by IOCL. TDS certificate as per provisions of CGST / SGST / UTGST/IGST Act, 2017 shall be issued by IOCL.”
15	ROAD PERMIT /WAY BILL
15.1	IOCL will issue Road Permit/Way Bill, by whatever name it is called, to the Contractor only in those cases where materials is purchased by IOCL directly and/or IOC is statutorily required to issue the Road permit/Way Bill, by whatever name it is called. Contractor will be under obligation for proper utilization of road permits for the specific supply and in case of seizure of goods/vehicle, the Contractor will be wholly responsible for release and reimburse the litigation cost to IOCL.
15.2	IOCL shall on no account be responsible for delay or hold up due to the timely non availability of such documents as are required to be furnished by the owner to obtain the Road Permit/Way bill, by whatever name it is called. However, IOCL shall make best efforts to provide sufficient number of Road Permits/way bill, by whatever name it is called. on demand to avoid any delay or Hold up.

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 34 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE-8

ADDRESS OF IOCL'S PLANTS


<p>Asaoti M/s. Indian Oil Corporation Ltd Lube Blending Plant, Asaoti Village & Post - Asaoti, Dist. Faridabad Haryana - 121 102</p>	<p>Chennai M/s. Indian Oil Corporation Ltd Lube Blending Plant, Chennai # 2, New Ennore High Road, Tondiarpet Chennai 600 081</p>
<p>Kolkata (Paharpur) M/s. Indian Oil Corporation Ltd Lube Blending Plant, Kolkata P-68 Karl Marx Sarani, Paharpur, Kolkata 700 043</p>	<p>Tadepalli M/s. Indian Oil Corporation Ltd Small Can Filling Plant, G. T Road, Tadepalli - 522 501, Guntur Dist, AP</p>
<p>Kolkata (Budge Budge) M/s. Indian Oil Corporation Ltd Lube Blending Plant, Budge Budge 3 Graham Road, Budge Budge Kolkata 700 137</p>	<p>Khapri M/s. Indian Oil Corporation Ltd Small Can Filling Plant, Khapri Wardha Road, NH No 7 Khapri, Nagpur 441108</p>
<p>Mumbai M/s. Indian Oil Corporation Ltd Lube Blending Plant, Mumbai P O NO 8803, Pir Pau, Trombay Mumbai 400 074</p>	<p>Silvassa M/s. Indian Oil Corporation Ltd Lube Blending Plant - Silvassa Survey 75/1, Village Karajgam PO Amboli, Silvassa 396230</p>
<p>Vashi M/s. Indian Oil Corporation Ltd Vashi Grease Plant Plot No D-100, TTC Industrial Area Turbhe, New Mumbai – 400 705.</p>	<p>Taloja M/s. Indian Oil Corporation Ltd Taloja Speciality Lubes & Additive Plant. Plot No T-20, M I D C Taloja – 410 208</p>

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 35 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE-9

GST DETAILS OF IOCL

STATE WISE GST PROVISIONAL ID DETAILS - IOCL		
PLANT	POLITICAL STATE/ UT	PROVISIONAL GST ID
Manesar	Haryana	06AAACI1681G1ZT
Asaoti	Haryana	06AAACI1681G1ZT
Budge Budge, Kolkata	West Bengal	19AAACI1681G1ZM
Paharpur, Kolkatta	West Bengal	19AAACI1681G1ZM
Silvassa	Dadra & Nagar Haveli	26AAACI1681G1ZR
Trombay	Maharashtra	27AAACI1681G1ZP
Taloja	Maharashtra	27AAACI1681G1ZP
Vashi	Maharashtra	27AAACI1681G1ZP
Khapri, Nagpur	Maharashtra	27AAACI1681G1ZP
Chennai	Tamil Nadu	33AAACI1681G1ZW
Tadepalli, Guntur Dist	Andhra Pradesh	37AAACI1681G2ZN

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 36 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE - A

PERFORMA FOR DECLARATION ON NLCT / NCLAT / DRT / DRAT / COURT RECEIVERSHIP / LIQUIDATION

I/ We hereby declare that I / We / M/s _____ declare that:

1. I / We am / are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

OR


2. I / We am / are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below. (Attached detail with technical bid)

Note: Strike out which is not applicable.

It is understood that if this declaration is found to be false, Indian Oil Corporation Ltd. shall have the right to reject my / our bid and forfeit the EMD. If the bid has resulted in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including blacklisting or holiday listing) available to Indian Oil Corporation Ltd.

Place: _____ Signature of Bidder _____

Date: _____ Name of Signatory _____

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 37 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE - B

DETAILS OF RELATIONSHIP WITH IOC'S DIRECTORS ETC

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

Organizational Structure	Part of the form applicable
Sole Proprietor	PART – A
Partnership	PART – B
Company Private/Public	PART – C

PART-A

(APPLICABLE WHERE TENDERER IS SOLE PROPRIETOR)

1.	Name of Tenderer	
2.	Address	
	Residence	
	Office	
3.	State whether tenderer is related to any Director/(s) of the Indian Oil Corporation Limited.	Yes/No *
4.	If 'Yes' to 3, State the name of IOCL's Director & Tenderer's relationship with him/her.	


* Strike - out whichever is not applicable.

Place:

Signature of Bidder _____

Date:

Name of Signatory _____

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 38 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

PART - B

(APPLICABLE WHERE THE TENDERER IS A PARTNERSHIP FIRM)

1	Name of the Partnership firm responding to the tender	
2	Address	
3	Name of Partners	
4	State whether any of the partners is a Director to the Indian Oil Corporation Limited.	Yes / No *
5	If 'Yes' to 4, State the name(s) of IOCL's Director.	
6	State whether any of the partners is related to any of the Director(s) of the Indian Oil Corporation Limited.	Yes / No *
7	If 'Yes' to 6 State the name(s) of IOCL's Director & the concerned partner's relationship with him/her.	


* Strikeout whichever is not applicable.

Place:

Signature of Bidder _____

Date:

Name of Signatory _____

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 39 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

PART-C


(APPLICATION WHERE THE TENDERER IS A PUBLIC/PRIVATE LTD. CO.)

1	Name of the Company responding to the tender	
2	Address of	
A	Registered Office	
B	Principal Office	
3	State whether the Company is Pvt.Ltd. Co. or Public Ltd. Co.	
4	Name of Directors of the Company	
5	State whether any of the Directors of the Tenderer Company is a Director of Indian Oil Corporation Limited.	Yes/No *
6	If 'Yes' to (5), State the name(s) of IOCL's Director.	
7	State whether any of the Director of the Tenderer Company is related to any of the Director's of the Indian Oil Corporation Limited.	Yes/No *
8	If 'Yes' to (7), State the name(s) of IOCL's Director & the concerned Director's (of the tenderer Co.) relationship with him/her.	

* Strikeout whichever is not applicable.

Place: _____ Signature of Bidder _____

Date: _____ Name of Signatory _____

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 40 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE - C

DETAILS OF EMPLOYING RETIRED DIRECTOR/s OF IOCL.

Tenderer is required to state whether they have employed any retired Director and above rank officer of Indian Oil Corporation Ltd in their firm. If so, details hereunder to be submitted. Otherwise, the declaration shall state that “No Director or above rank officer who has retired from Indian Oil Corporation Ltd. is employed with the tenderer ’s firm.”


1	Name of the person:	
2	Post last held in IOCL:	
3	Date of retirement:	
4	Date of employment in the firm:	

Place: Signature of Bidder _____

Date: Name of Signatory _____

Note:

1. A separate sheet may be attached, if the above is not sufficient.
2. Strike out whichever not applicable. If the tenderer employs any person subsequent to signing the above declaration and the employee/s so appointed happen to be the near relatives of the officer / Director of the Corporation / Central or State Govt., the tenderer should submit another declaration furnishing the name/s of such employee/s who is / are related to the officer/s of the Corporation / Central / State Governments.
3. The list of Directors of Indian Oil Corporation Limited is available in Indian Oil website: <https://iocl.com/AboutUs/Management.aspx>

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 41 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	


ANNEXURE -D

INDIAN OIL CORPORATION LIMITED

LIST OF DIRECTORS

The list of Directors of Indian Oil Corporation Limited is available in Indian Oil website:
<https://iocl.com/AboutUs/Management.aspx>.

Tenderers are requested to visit the website and accordingly Declaration “A”, “B” “C” & “D” to be made & furnished.

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 42 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE - E

PROFORMA OF DECLARATION OF BLACKLISTING/HOLIDAY LISTING

a) 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. _____ which is submitting the accompanying Bid/ Tender nor any other concern in which I am proprietor nor in any partnership firm in which I am involved as a Partner, are presently or have during the past three years, been placed on any Black List or Holiday List declared by Indian Oil Corporation Ltd. or by any department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organisation in India or in any other country nor is there pending any inquiry by Indian Oil Corporation Limited or any Department of the Government or by any Public Sector Organisation in India or in any other country, in respect of any corrupt or fraudulent practice(s) against me or any other of my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:(Here give particulars of blacklisting or holiday listing, and/or inquiry and in absence thereof state "NIL").

(-----)


b) In the case of a Partnership Firm:

We hereby declare that neither we, M/s. _____, submitting the accompanying Bid / Tender nor any partner involved in the said firm either in his individual capacity or as proprietor of any other firm or concern presently are or within the past three years have been or has been placed on any blacklist or holiday list declared by Indian Oil Corporation Ltd. or by any department of any Government(State, Provincial, Federal or Central) or by any Public Sector Organisation in India or in any other country, in respect of corrupt or fraudulence practice(s) against us or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below :(Here give particulars of blacklisting or holiday listing and/or inquiry and in the absence thereof state "NIL")

(-----)

c) In the case of Company:

We hereby declare that we or a parent, subsidiary or other company under direct or indirect common parent (associate company) are presently nor have within the past three years have been placed on any holiday list or blacklist list declared by Indian Oil Corporation Ltd. or by any department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organisation in India or in any other country and that there is no pending inquiry by Indian Oil Corporation Limited or by any Department of any Government (State, Provincial, Federal or Central) or any Public Sector Organisation in any country against us or a parent or subsidiary or associate company as aforesaid in India or in any other country, in respect of

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 43 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	


corrupt or fraudulent practice(s), except as indicated below:(Here give particulars of blacklisting or holiday listing and / or inquiry and in the absence thereof state “NIL”)

(-----)

It is understood that if this declaration is found to be false in any particular, Indian Oil Corporation Ltd. shall have the right to reject my/ our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to Indian Oil Corporation Limited.

Place: Signature of Bidder _____

Date: Name of Signatory _____

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 44 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE - F

PROFORMA DECLARATION OF TENDER NOT TAMPERED

I/We _____ (Name of Bidder), hereby declare that:

1. I/We have not tampered or modified the subject tender document in any manner and before uploading, same has been cross-checked with documents hosted on your e-portal <https://iocletenders.gov.in>. In case, if same is found to be tampered/modified, I/We understand that my/our tender will be summarily rejected and EMD/SD may be forfeited and I am/We are liable to be banned from doing business with and/or prosecuted.

2. I/We, hereby confirm that if any discrepancy observed in the submitted tender even at a future date, I/We will abide by all the terms and conditions as per all the documents hosted including Addendums/Changes/Corrigendum, on your e-portal related with subject tender. I/We further assure that we agree to all the decisions confirmed in Pre-Bid Conference of the subject tender.

Place: _____ Signature of Bidder _____

Date: _____ Name of Signatory _____

Witness:

1) Name of witness and signature: _____

2) Name of witness and signature: _____

Annexure A

Telegraphic Address :
"SATARKTA: New Delhi

E-Mail Address
cenvigil@nic.in

Website
www.cvc.nic.in

EPABX
24651001 - 07

फैक्स/Fax : 24616286



केन्द्रीय सतर्कता आयोग
CENTRAL VIGILANCE COMMISSION



सतर्कता भवन, जी.पी.ओ. कॉम्प्लेक्स,
ब्लॉक-ए, आई.एन.ए., नई दिल्ली-110023
Satarkta Bhawan, G.P.O. Complex,
Block A, INA, New Delhi 110023

सं./No. 12-02-6-CTE/SPI(I)-2/161730

दिनांक / Dated 13.01.2012

Circular No. 03/01/12

Sub: Consideration of Indian Agents.

Ref: Commission's Circular Nos. 12-02-6-CTE/SPI(I)-2 dated 7.01.2003 and 21.04.2004


The Commission has been stressing on the need for observing transparency and determination of prices in a fair market competition while dealing with the tenders relating to procurement. The above OMs were issued to reduce the possibility of collusion and cartelization among the bidders so that competitive fair market price of the items of procurement can be determined.

2. A number of references have been received in the Commission citing certain specific situations and difficulties being faced in dealing with tenders. Therefore, the matter has been again examined by the Commission.
3. In supersession to the earlier OMs dated 7.01.2003 and 21.04.2004, Commission has decided that in all cases of procurement, the following guidelines may be followed:
 - a) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
 - b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
4. The tender conditions may be carefully prepared keeping in view the above guidelines.
5. The receipt of these guidelines may please be acknowledged and circulated amongst the concerned officials for their information and guidance.


(J. Vinod Kumar)

Officer on Special Duty

To: All CVOs of Ministries / Departments / PSUs / Banks / Insurance Companies / Autonomous Organizations / Societies / UTs.

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 46 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE - H

GENERAL CONDITIONS OF CONTRACT FOR SUPPLY OF EQUIPMENT/ MATERIALS

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


- a. "The Purchaser" means INDIAN OIL CORPORATION LIMITED (Marketing Division)
- b. "The Indentor " means any Officer authorized by the Purchaser to order Equipments / Materials.
- c. "The Inspecting Officer" means the person, firm, department nominated by the Purchaser to inspect the equipment / materials on his behalf and the deputies of the Inspecting Officer so nominated.
- d. "The Seller" means the person, firm or Company with whom the order for supply of equipments / material is placed and shall be deemed to include the Seller's successors, representatives, heirs executors and administrators duly approved by the Purchaser.
- e. "Sub-contractor" means any person, firm or Company from whom the Seller may obtain any material or fittings to be used in the supply or manufacture of the equipments/ materials.
- f. "Drawings" means the drawings exhibited or provided for the guidance of the Seller.

2. PURPOSE OF CONTRACT AND PARTIES TO THE CONTRACT:

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

3. SECURITY DEPOSIT:

Unless otherwise agreed between the Purchaser and the Seller, the Seller shall, within 14 days after placement of Purchase Order/ Contract, deposit with the INDIAN OIL CORPORATION LIMITED Demand Draft or Banker's Guarantee in our standard Form, a sum equal to 5 percent of the total value of Purchase Order/ Contract, subject to a maximum of Rs. One Lac as a Security Deposit for the due fulfillment of the contract when the delivery of the material extends over a period of 3 months. No claim shall lie against the Purchaser in respect of interest on such Deposits or depreciation thereof. The Purchaser shall be entitled to deduct from the said deposit any loss or damage which the purchaser may be put to by reason of any act or default recoverable by the purchaser from the Seller and to call upon the Seller to

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 47 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

maintain the deposit at its original limit by making further deposits. In the event of the Seller failing to make and to maintain a security deposit in the manner aforesaid, he shall be liable to forfeit any moneys lodged with the tender by him and the Purchaser shall be entitled to cancel the acceptance of the Tender.

4. DELIVERY

The Seller shall, as may be required by the Purchaser, either deliver free or F.O.R. or C.I.F. at the place or places detailed in the Purchase Order or schedule thereto the quantities of equipments/ materials detailing therein and the same shall be delivered or dispatched not later than the dates specified in the Purchase order/ Schedule.

5. TIME FOR A RATE OF DELIVERY /DESPATCH, THE ESSENCE OF THE CONTRACT:


The time given for delivery/dispatch shall commence from the date of the Purchase Order/ Contract by the Seller. The time for and the rate of delivery/ dispatch stipulated in the said Purchase Order/ Contract for the delivery or dispatch of the equipments/ materials shall be deemed to be the essence of the contract and should Seller fail to deliver / despatch the same within the scheduled delivery period the Purchaser shall be entitled to withhold the payment if necessary until the quantity against the order has been supplied and also to recover from the seller the penalty as stipulated in the Agreement. Alternatively, at the option of the Purchaser, the purchaser shall be entitled to purchase from elsewhere on the account and at the risk of the Seller, the equipments/ materials thereof which the Seller has failed to deliver/ despatch as aforesaid or if not available the best and nearest available substitute thereof, or to cancel the contract and the Seller shall be liable for any loss or damage which the Purchaser may sustain by reasons of such failure on the part of the Seller.

6. EXTENSION OF TIME FOR DELIVERY:

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

7. DRAWING, SPECIFICATIONS AND PATTERNS:

When tenders are called for in accordance with drawings, specification or sealed pattern the Seller's tenders to supply in accordance with such drawings, specification or sealed pattern shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and in no circumstances will any claim on his part which may arise on account of his insufficient examination of the said drawings, specification or sealed pattern, be considered. If any dimensions figured upon a drawing, differ from those obtained by sealing the drawing, the dimensions as figured upon the drawings shall be taken as correct.

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 48 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

8. INSPECTION NOTICE:

When Inspection during manufacture or before delivery / despatch is required, notice in writing shall be sent by the seller to the purchaser when the equipments/ materials to be supplied are ready for inspection and no equipment/ materials shall be delivered or dispatched until the equipment/ materials offered have been inspected and approved by the Purchaser's authorized

representative.

9. CHARGES FOR WORK NECESSARY FOR COMPLETION OF CONTRACT:

The Seller shall pay all charges for handling, stamping, painting, marking, protecting or preserving patent rights, drawings, pamphlets, models and gauges and for all such measures as the Purchaser may deem necessary for the proper completion of the contract, though special provision therefore may not be made in specification of drawings.

10. EXECUTION OF THE CONTRACT:


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

11. SELLER'S RESPONSIBILITY:

The Seller is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of Tender and the Schedule annexed thereto. Any approval which the Purchaser or his authorized representative may have given in respect of the equipment/ materials or other particulars and the work or the workmanship involved in the contract (whether with or without test carried out by the Seller or the Purchaser's representative) shall not be binding on the purchaser and notwithstanding any approval or acceptance by the Purchaser's representative it shall be lawful for the Consignee on behalf of the Purchaser to reject the equipment/material on arrival at destination if it is found that the goods supplied by the Sellers are not in conformity with the terms and conditions of the Contract in all respect.

12. INDEMNITY:

The seller shall at all times indemnify the Purchaser against all claims, which may be made in respect of the said equipment/ material for infringement of any right protected by Patent. Registration of design or trade mark provided always that in the event of any claim in respect of any alleged breach of a patent, Registered design or Trade Mark being made against the Purchaser, he shall notify the seller of the same, and the seller shall be at liberty, but at his

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 49 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

own expenses, to conduct negotiations for settlement or any litigation that may arise there from.

13. SUB-LETTING OF CONTRACT:

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

14. PACKING MATERIALS:

All packing cases, containers packing, and other similar materials shall unless otherwise agreed be supplied by the Seller free of charges and will not be returned. Every bale and package shall be clearly marked with the Seller's name, Consignee's name and address, and gross weight and shall contain a packing note showing its contents in details i.e. Model No., Serial No. and description of the equipment/ materials. The seller shall provide such packing, as the Purchaser or Indenter may consider necessary to ensure the safe arrival of the equipment / material at destination.

15. NOTIFICATION OF DELIVERY OR DESPATCH:


Notification of delivery/ despatch on the Purchaser's standard despatch advice in regard to each and every consignment shall be made to the consignee and to the Purchaser immediately upon despatch or delivery. The Seller shall further supply to the Purchaser a priced invoice in quadruplicate and packing account to the consignee of all equipment/ materials delivered/ despatched. All packages, containers bundles and loose materials forming part of each and every consignment shall be described fully in the packing account and full details of contents of packages and quantity of materials shall be given to enable the Consignee to check the stores on arrival at destination.

16. RAIL/ROAD FREIGHT:

Unless the seller is instructed otherwise by the Purchaser, the equipment/ material be booked by Rail only under Railway risk. Their despatches by road are authorized by the Purchaser in writing the route by which the consignment are to be dispatched shall be specified by the Purchaser and the seller shall be responsible to see that such route is followed.

17. REMOVAL OF REJECTED EQUIPMENT & MATERIAL:

When any equipment/materials delivered at the Purchaser's / Consignee Depot are rejected on account of default on the part of the Seller they shall be removed by the Seller within 14 days from the date of rejection, such rejected equipment/ material shall be at the Seller's risk from the date of such rejection. If not removed within 14 days of rejection, the Purchaser

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 50 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

shall have the right to dispose of such equipment/materials as he thinks fit at the Seller's cost, risk and responsibility. Equipment/materials that have been despatched by Road/ Rail and rejected after arrival at destination may be taken back by the Seller either at the Station where they were rejected or at the station from which they were sent. If the contract is placed for delivery F.O.R. station of dispatch the Seller shall pay the carriage charges on the rejected consignments at Public Tariff Rail/ Road rates as the case may be from the station of dispatch to the station where they were rejected. If the Seller selects to take the goods at the station from which they were dispatched, the goods shall, in addition, be booked to him freight to pay at public Tariff Rail/ Road rates as the case may be and at owner's risk. The property in goods shall not pass from the Seller unless and until accepted by the Purchaser after Inspection.

18. PAYMENT:

- (i) Unless otherwise agreed to between the parties, payment for the delivery of the equipment / materials will be made on submission of invoices in quadruplicate by cheque on the State Bank of India within 30 days from the date of delivery / despatch.
- (ii) Payment for the equipment / materials for each delivery will be made to the Seller on submission of invoices in accordance with the procedure detailed below:-

a. The full value of the equipment / materials will be paid after inspection on receipt of the consignment in good condition by the Consignee.


b. In exceptional cases at the Purchaser's option 90% or 100% as the case may be the price of each consignment will be paid on proof of despatch of equipment/materials to the consignees from any Railway Station or any Road Point. Railway Receipt/consignment note under which the equipment and material charged for the invoices are dispatched should be sent alongwith the invoices. In case of 90% payment, the balance of 10% will be paid on receipt of the consignment in good condition by the consignee and in such case the consignee's acknowledgement on behalf of the Purchaser should be submitted by the Seller with his invoice.

c. In all cases of local delivery, full payment shall be made on submission of the invoices duly supported by acknowledged challan and/or receipt of material receipt notes from authorised Officers of the Corporation.

d. In the case of C.I.F. contract 90% will be paid on presentation of shipping documents and Inspection Certificates in India and 10% on receipt of equipment/materials in good condition.

e. In the case of despatches by F.O.R. the insurance charges will be borne by the Seller. Other incidental charges incurred by Seller in accordance with the terms of the Contract as specified in the Purchase Order, will be reimbursed to the Seller along with the 90% or 100% payment, as the case may be as aforesaid on production of necessary documentary evidence to the effect that such charges have actually been paid by the Seller.

Note:

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 51 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

Exceptions: The system of 90% and 10% payment is not applicable to claim amounting to Rs.200/- or below. In such cases only a single bill for the value should be submitted.

19. CLAIMS:

The Purchaser shall be entitled to retain the amount of any claim of the Purchaser against the Seller whether liquidated or unliquidated arising out of the Contract under reference, or otherwise however, and set off the same protanto against amount payable to the Seller under reference or otherwise however without prejudice and in addition to the other rights of the Purchaser to recover the amount of any claim as aforesaid.

20. ILLEGAL GRATIFICATION:

Any bribe, commission, gift or advantage given, promised or offered by the Seller or by anybody on his behalf, to the Purchaser or any person on his behalf either friend or relative, in relation to obtaining or execution of this particular or any other contract/s with Purchaser for showing favour or disfavour to any person in relation to this particular or any other contract/s as aforesaid shall subject the seller to the cancellation of the particular and/or any other or all contracts entered into with them by the Purchaser and also to payment of any loss or damage resulting from any such cancellation to the like extent provided in the Agreement. Any dispute or difference of opinion arising in respect of either the interpretation effect or application of this particular condition of the contract or of the amount recoverable hereunder from the seller shall be decided by the Director (Marketing) of the INDIAN OIL CORPORATION LIMITED and his decision shall be final and conclusive.

21. LAW GOVERNING THE CONTRACT:


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

22. MARGINAL HEADINGS:

The marginal headings of conditions hereto shall not affect the construction thereof.

23. ARBITRATION:


In the event of any question or dispute arising under these conditions or in connection with this contract (except as to any matter the decision of which is specially provided for in these conditions) the matter in dispute shall be referred to the Sole Arbitration of the Director (Marketing) of the INDIAN OIL CORPORATION LIMITED and if the Director (Marketing) is unable or unwilling to act as the Sole Arbitrator, the matter shall be referred to the Sole Arbitration of some other person appointed by the Director (Marketing) in writing who is willing to act as such arbitrator. There will be no objection to any such appointment that the arbitrator so appointed is a servant of the IOC and that he had to deal with the matters to which the Contract relates and that in the course of his duties as servant of the IOC he had expressed views on all or any of the matters in dispute or differences. The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act,

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 52 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

for any reason, such Director (Marketing) as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the Contract. Such person shall be entitled to proceed with the reference from the point of which it was left by his predecessor. It was also a term of this Contract that no person other than a person appointed by Director (Marketing) of the IOC as aforesaid should act as arbitrator and if for any reason that is not possible, the matter is not to be referred to arbitration at all. The award of the Arbitrator so appointed shall be final and conclusive and binding on all the parties, subject to the provisions of the Indian Arbitration Act 1940, and the rules thereunder and any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force thereof deemed to apply to and be incorporated in this contract.

24. POWERS:

All powers reserved under the above condition shall be exercised by the Director (Marketing), INDIAN OIL CORPORATION LIMITED.

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 53 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE - I

PURCHASE AGREEMENT

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

Articles of Agreement made at _____ this _____ day of _____ Two Thousand _____ between the INDIAN OIL CORPORATION LIMITED, Corporation incorporated under the Indian Companies Act I of 1956, being an Undertaking of the Government of India and having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai-400 051, hereinafter referred to as 'The Corporation' of the one part and M/s _____ Sole Trader/ Partnership Firm / Private / Public Limited Company registered under the Indian Partnership Act of 1932/Companies Act I, 1956 and having its Office at _____ hereinafter called 'The Seller' which expression shall be deemed to include the Seller's successors (approved by the Corporation), representative, heirs, executors and administrators on the other part, WHEREAS the Corporation is desirous of obtaining certain Equipment / Materials specified in the attached schedule and / or Purchase Order and WHEREAS the Sellers have agreed with the Corporation for the supply of the said stores specified in the said schedule upon certain terms and conditions hereinafter provided and WHEREAS the parties are desirous of reducing to writing the terms and conditions of the contract on which the Sellers have agreed with the Corporation for the supply of the said Equipment/Materials, NOW IT IS HEREBY AGREED by and between the parties hereto as under :

1. EQUIPMENT / MATERIALS TO BE SUPPLIED :


The Sellers shall duly supply the said Equipment/Materials as per description, quantity and rates specified in the schedule and/or Purchase Orders placed by the Corporation from time to time and in all respects with the specifications, designs, drawings and instruction in writing referred to in the schedule and or said Purchase Order.

2. PAYMENT:

The Corporation shall pay to the Sellers in respect of the said equipment/materials mentioned in the scheduled/Purchase Order on the basis of the rates specified in the said schedule/Purchase Orders.

3. SECURITY DEPOSIT:

The Sellers shall on or before the execution of the Agreement deposit with the Corporation a Sum of Rs. _____ by Demand Draft or Bank Guarantee on our Standard Form. The Corporation shall hold this amount as Security Deposit for Guarantee for the timely and proper performance of the said contract by the sellers.

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 54 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

All sums of compensation or other sums of money payable by the Sellers to the Corporation under the terms of this Agreement may be deducted from or paid by the Sale of a sufficient part of the Security Deposit or from the interest arising there from any sums which may be due or may become due by the Corporation to the Sellers on any account whatsoever, and in the event of their Security Deposit being reduced by any reason or such deduction or sale as aforesaid, the Sellers shall within 15 days thereafter make good in Cash or only Demand Draft any sum or sums which may have been deducted from/or raised by Sale of the Security Deposit or any part thereof.

The Security Deposit lodged by the Sellers shall be refunded after the expiry of 3 months from the date of satisfactory completion of Purchase Order / Contract.

4. MANNER & PERIOD IN WHICH THE EQUIPMENT / MATERIALS ARE TO BE SUPPLIED:

The Sellers agree and undertake to supply the Equipment/Materials set forth in the Schedules/Purchase Order No. _____ dated _____ and subsequent amendments if any, issued thereto from time to time.

The Said Equipment/materials being goods of merchantable quality shall throughout the stipulated period of the contract be supplied with the due diligence, promptness, care and accuracy and in a workman like manner to the satisfaction of the Corporation and in accordance with the said specification, designs, drawings and instructions or before the aforesaid due date, time being the essence of the contract on the part of the Sellers.


5. PRICE REDUCTION FOR DELAYS IN DELIVERY:

The Sellers hereby agree to pay to the Corporation by way of price discount for delay and not as penalty, an amount equal to 1/2 % (one half percent) of the contracted price of the materials so delayed for each week or Part thereof, of such delay in delivery subject to a maximum of 10% / 15% (as applicable) of such price.

For the purpose of calculating Price Discount for Delay, date of receipt of material at consignee location shall be taken as date of supply.

6. INSPECTION OF SUPPLIES:

The Corporation through its authorised representative reserves the right to inspect periodically during the manufacture or before delivery all equipment and materials and workmanship for the acceptance of quality and efficiency. The said representative will be the sole judge thereof if at the time, during the progress of any particular portion of manufacture or before delivery of materials is unsatisfactory, the Corporation shall be entitled to take action under Clause No. 5 (FIVE) of the Corporation's General Conditions of Contract after giving the Sellers 15 days/one month/three months notice in writing as considered appropriate and the Sellers will have no claims for compensation for any loss sustained by them owing to such action.

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 55 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

All equipment and materials under or in course of execution or executed in pursuance of this contract, shall at all times be open to the inspection and supervision of the Corporation and their authorised representative and Agents. The Sellers shall at all time, during the usual working hours and at all other times after having received reasonable notice, allow the Corporation and their authorised representatives and agents to visit the contractor's premises and carry out the necessary orders and instructions.

7. PAYMENT:

Invoices shall be submitted by the Seller immediately on delivery / despatches of equipment / materials, duly supported by acknowledged challans in case of local deliveries or proof of despatch (R/R, or L/R from Road Transport Contractor) for effecting payment in accordance with the terms of the Purchase order against proper official stamped receipt from the Seller or his duly authorised representative.

8. AGREEMENT:

8.1. This Agreement is subject to terms and conditions contained in the tender so far as the same is not inconsistent with or repugnant to the above clauses.

8.2. This agreement is subject to the special conditions stipulated in our schedule and or Purchase Order No. _____ dated _____ and subsequent amendments, if any, issued from time to time.

SIGNATURE OF (SELLER)

SIGNATURE OF (CORPORATION)

WITNESS

WITNESS

1.

1.


2.

2.

Encl. Schedule

Date:

Place:

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 56 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE - J

UNDERTAKING BY THE TENDERER(S)

NAME OF WORK: Procurement of Re Refined SN500 base Oil.

Tender No.: HCC/LUBES-76/PT-189/2020-21

We confirm that we have quoted the rates in the tender considering Inter-alia the

1. Tender Document(s)
2. Additional Document(s) (if any)
3. BOQ Document (Price Bid Format)
4. Corrigendum (if any)
5. Pre Bid Meeting Minutes (if any)

We _____ (Name of the Tenderer) hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre-bid meeting. In the event our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

SIGNED FOR AND ON BEHALF OF TENDERER(S)


Name of Tenderer(s)

Date : __/__/____

Place :

Seal & Signature of Tenderer


NOTE: This declaration should be signed by the Tenderer's authorized representative on COMPANY LETTERHEAD who is signing the Bid and scanned copy to be uploaded.

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 57 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE - K


STATEMENT OF CREDENTIALS

Note: The Format of Statement of credential has been uploaded in excel format separately in the tender. Bidders are requested to fill the format and upload in xls format only in the cover specially provided for it in the e-tender portal.

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 58 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE- L

PPLC POLICY is attached separately along with tender documents.

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 59 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE- M

PPLC - UNDERTAKING

(to be submitted on Company's Letterhead)

Certification by the bidder

I.....'Son/Daughter of....., do solemnly affirm and state as under:

1. I am the..... (Designation of the authorized signatory) ofand I am duly authorized to furnish this undertaking declaration on behalf of.....
2. That..... has submitted its bid no..... dated against bidding document of tender ref: _____.
3. That the Company is fully aware of the provisions of Purchase Preference (Linked with Local Content) 2020 (PP-LC) Policy, enclosed in the above bidding document.
4. We hereby confirm that our offer is achieving the minimum local content target as per of PP-LC Policy and the percentage of local content is -----%.
5. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

(Authorized signatory of Supplier)

Certification by the statutory auditor / Chartered Accountant of the bidder

We....., a CA firm having our registered office address.....and certificate number.....certify that we are statutory auditor..... of the Company M/s..... having it registered office at.....

OR

We , a CA firm having our registered office address.....and certificate number..... certify that statutory auditor is not mandatory for the company M/s....., having its registered office at.....as per prevailing law and we are practicing Chartered Accountant, not being an employee I Director and not having any interest in the company.


We have understood the provisions of Purchase Preference {Linked with Local Content} 2020 (PPLC) Policy, enclosed in the above bidding document.

We hereby certify that offer is achieving the minimum local content target as per of PP-LC Policy.


(Statutory auditor / Chartered Accountant of the bidder)

Note: This undertaking shall be certified by:

- i. The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.
- ii. Any one of the partners and an independent Chartered Accountant, not being an employee of the firm, in case of a partnership firm.

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 60 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	


iii. Statutory auditors in case of a company. However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization.

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 61 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE-N

GUIDELINES WITH RESPECT TO COUNTRIES SHARING LAND BORDER WITH INDIA

1. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Copy of the registration certificate is to be submitted along with the bid.
2. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
3. Registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.
4. However, the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in developmental projects may participate in this tender and they shall not require any separate registration for the participation.
5. “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
6. Bidder from a country which shares a land border with India for the purpose of this Order means
 - i. Any entity incorporated, established or registered in such a country; or
 - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
 - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - iv. An entity whose “beneficial owner” is situated in such a country; or
 - v. An Indian (or other) agent of such an entity; or
 - vi. A natural person who is a citizen of such a country; or
 - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
7. “Beneficial Owner” in the above paragraph will be as under:
 - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 62 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

juridical person(s), has a controlling ownership interest or who exercises control through other means


Explanation –

- a) “Controlling ownership interest” means ownership of, or entitlement to, more than twenty five percent of shares or capital or profits of the company;
 - b) “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- ii. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

8. “Agent” is a person employed to do any act for another, or to represent another in dealings with third persons.

9. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

10. Bidders shall submit a certificate as per the Annexure regarding their compliance to the above conditions. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 63 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE-O

Compliance Certificate regarding bidders from countries which share a land border with India

a. The bidder, _____ (Name of the bidder) is not from a country which shares a land border with India;

(or)

The bidder, _____ (Name of the bidder) is from a country, _____ (Name of the Country) which shares a land border with India and are registered with the Competent Authority. Certificate of registration is attached with the bid;
(or)

The bidder, _____ (Name of the bidder) is from a country, _____ (Name of the Country) which shares a land border with India and Government of India has extended lines of credit or is engaged in developmental projects in this country, _____ (Name of the Country) and hence do not require any separate registration for participation in this tender.

b. I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).


c. I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

Details of Vendor's authorized representative

Signature :

Name :

Stamp :

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 64 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

ANNEXURE-P

INTEGRITY PACT

A. Covering Letter required to be signed and submitted by the tenderer on letter head

Ref. :

Dated :

To,

Indian Oil Corporation Limited

Sub : Submission of offer for Tender no. _____

for _____.

Dear Sir,

The Bidder acknowledges that Indian Oil Corporation Limited (IOCL) has signed the MOU with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender document.

The Bidder agrees that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which the tenderer will stand disqualified from the tendering process. The Bidder acknowledges that the Bid would be kept open in its original form without variation or modification for a period of 30 days (state the number of days from the last date for the receipt of tenders stated in the NIT) AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.


Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bid is finally accepted by IOCL. The Bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, IOCL shall have unqualified, absolute and unfettered right to disqualify the tenderer and reject the Bid in accordance with the terms and conditions of the tender.

Yours faithfully,

(Duly authorized Signatory of the Bidder)

(Note : One copy of this letter along with the Integrity Agreement duly signed must be uploaded in e portal along with offer and Original copy of the Integrity Agreement along with covering letter to be dispatched to Tender Inviting Authority).

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 65 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

B.To be executed on plain paper and submitted along with Technical Bid / Tender documents for tenders having a estimated value of Rs. 10 crore or more. To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IOCL.

(_____ Division)

Tender no. : _____

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of _____ BETWEEN Indian Oil Corporation Limited, a company duly incorporated and validly existing under the provisions of Companies Act, 1956 and having its registered office at Indian Oil Bhavan, 9, Ali Yavar Jung Marg., Bandra (East), Mumbai 400 051 (hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

And

_____ (name and address of the individual / firm / Company / consortium members through _____

_____ (mention details of duly authorized signatory) hereinafter referred to as the 'Bidder / Contractor' and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns.


Preamble

WHEREAS the Principal / Owner has floated a tender (Tender No. : _____) (hereinafter referred to as "Tender") and intends to award, under laid down organizational procedures, contract/s purchase order / work order for _____ (name of contract / order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relation with its Bidder (s) and Contractor (s).

AND WHEREAS, in order to achieve these goals, the Principal / Owner has appointed Independent External Monitors (IEM), to monitor the Tender process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 66 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

shall also be read as integral part and parcel of the Tender documents and Contract between the parties.


NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesseth as under ;

Article 1 : Commitment of the Principal / Owner

- 1) The Principal / Owner commit itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal / Owner, personally or through any of his / her family members, will, in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal / Owner will, during the Tender process, treat all Bidder (s) with equity and reason. The Principal / Owner will, in particular, before and during the Tender process, provide to all Bidder (s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) The Principal / Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal / Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) / Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal / Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2 – Commitments of the Bidder(s) / Contractor(s)

- 1) The Bidder(s) / Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder (s) / Contractor (s) will not, directly or through another person or firm, offer, promise or give to any of the Principal / Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he / she is not legally entitled to, in order to obtain in exchange any advantage or any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder (s) / Contractor (s) will not enter with other Bidder (s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non – submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 67 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	


- c) The Bidder (s) / Contractor(s) will not commit any offence under the relevant IPC / PC Act. Further the Bidder (s) / Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or document provided by the Principal / Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder (s) / Contractor(s) of foreign origin shall disclose the names and addresses of agents / representatives in India, if any. Similarly Bidder(s) / Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents / representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he would not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent / parallel tender for the same item. Copy of CVC guidelines dated 21.04.2004 is annexed hereto as Annexure A.
 - e) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlines above or be an accessory to such offences.

Article 3 – Disqualification from Tender Process and exclusion from future contracts.

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal / Owner is entitled to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder / Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal / Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Principal / Owner.
2. The Bidder / Contractor accepts and undertakes to respect and uphold the Principal / Owner's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal / Owner may take action for banning of business dealings / holiday listing of the Bidder / Contractor as deemed fit by the Principal / Owner.

Article 4 – Consequences of Breach

Without prejudice to any rights that may be available to the Principal / Owner under law or the Contract or its established policies and laid down procedures, the Principal / Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder / Contractor(s) :

 IndianOil	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 68 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

- 1) Forfeiture of EMD / Security Deposit : If the Principal / Owner has disqualified the Bidder (s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3, the Principal / Owner apart from exercising any legal rights that may have accrued to the Principal / Owner, may in its considered opinion forfeit the Earnest Money Deposit / Bid- Security amount of the Bidder / Contractor.
- 2) **Criminal Liability** : If the Principal / Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal / Owner has substantive suspicion in this regard, the Principal / Owner will inform the same to the Chief Vigilance Officer.

Article 5 – Previous Transgression


- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings / holiday listing of the Bidder / Contractor as deemed fit by the Principal / Owner.
- 3) If the Bidder / Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal / Owner may, at its own discretion as per laid down organizational procedures, revoke the exclusion prematurely.

Article 6 – Equal Treatment of all Bidders / Contractors / Subcontractors

- 1) The Bidder(s) / Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this integrity Pact. The Bidder / Contractor shall be responsible for any violation(s) of the principles laid down in this Pact by any of its Sub-contractors / sub-vendors.
- 2) The Principal / Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal / Owner will disqualify Bidder, who do not submit, the duly signed Pact between the Principal / Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 7 – Independent External Monitor (IEM)

- 1) The Principal / Owner has appointed competent and credible independent External Monitor(s) (IEM) for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.


	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 69 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

- 2) The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairman, Indian Oil Corporation Limited.
- 3) The Bidder(s) / Contractor(s) accepts that the IEM has the right to access, without restriction, to all Project documentation of the Principal / Owner including that provided by the Contractor. The Contractor will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality.
- 4) In case of tenders having estimated value of Rs. 150 crores or more, the Principal / Owner will provide to the IEM sufficient information about all the meetings among the parties related to the Project and shall keep the IEM apprised of all the developments in the Tender process.
- 5) As soon as the IEM notices, or believes to notice, a violation of this Pact, he will so inform the Management of the Principal / Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- 6) The IEM will submit a written report to the Chairman, Indian Oil Corporation Limited within 6 to 8 weeks from the date of reference or intimation to him by the Principal / Owner and, should the occasion arise, submit proposals for correcting problematic situations.
- 7) If the IEM has reported to the Chairman, Indian Oil Corporation Limited a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman, IOCL has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEM may also transmit the information directly to the Central Vigilance Commissioner.
- 8) The word "IEM" would include both singular and plural.

Article 8 – Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor / Vendor 12 months after the completion of work under the Contract or till the continuation of defect liability period, whichever ever is more and for all other Bidders, till the Contract has been awarded.

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

	Tender No.: HCC/LUBES-76/PT-189/2020-21	Page 70 of 70
	Sub: Procurement of Re Refined SN500 Base Oil .	

Article 9 – Other Provisions

- 1) This Pact is subject to Indian law, place of performance and jurisdiction is the Head Office / Head quarters of the Division of the Principal / Owner who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Any dispute or difference arising between the parties with regard to the terms of this Pact, any action taken by the Owner / Principal in accordance with this Pact or interpretation thereof shall **not** be subject to arbitration.

Article 10 – Legal and Prior rights

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and / or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender / Contract documents with regard any of the provisions covered under this Pact.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses :

(For and on behalf of Principal / Owner)

(For and on behalf of Bidder / Contractor)

WITNESSES :

1. _____ (signature, name and address)

2. _____ (signature, name and address)

Note : In case of Purchase Orders wherein formal agreements are not signed, references to witnesses may be deleted from the last part of the Agreement.