



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

GENERAL INSTRUCTIONS TO BIDDERS

Competitive offers are invited from the manufacturers of Bio Diesel (B-100) for the supply and delivery of Bio Diesel (B-100), on the terms and conditions contained in the EOI.

REFERENCE FOR DOCUMENTATION:

The number and date of tender must appear on all correspondence before finalization of Rate Contract / Purchase Order.

After finalization of Rate Contract / Purchase Order, the number and date of Rate Contract/Purchase Order must appear on all correspondence, drawings, invoices, dispatch advice, (including shipping documents if applicable) packing list and on any documents or papers connected with this order.

The bidder shall bear all costs associated with the preparation and submission of the bid (including Third Party Inspection Agency charges for getting BQC documents, as applicable, certified by approved TPIA), and OMCs will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

Bidders are requested to submit their bids taking full notice of all the technical specifications, terms and conditions, forms & attachments to this tender. Bids must be through e-tendering system only and must be filled up by the authorized and competent authority of your firm. Bids received only in physical form (except EMD) will be rejected.

Bidder must agree to the online declarations.

Third Party Inspection Agency (TPIA) certification will be required for all the documents/ Purchase order Copies/ Invoice Copies/ licenses of Pollution Control Board. These documents should be duly verified by independent TPIAs. Bidder shall engage only those TPIAs which are accredited under "**NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A**" in Quality Council of India's (QCI's) National Accreditation Board for Certification Bodies (NABCB) website **as on the date** of verification of documents (TPIAs must hold validity of accreditation). The details of TPIA can



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

be sought from the website:

http://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php

Documents/licenses are to be mandatorily uploaded online with TPIA certification along with bid in e-tendering system, failing which the bid may be rejected.

Documents/licenses without TPIA certification will not be considered for evaluation and may stand rejected.

The bidders who are on the holiday list of BPCL and/ or IOCL and/ or HPCL and/ or MOP&NG and/ or any other OIL PSE will not be considered for this tender.

The bidder is expected to examine all instructions, forms, attachments, terms and specifications in the tender document. The entire tender document together with all its attachments, corrigenda if any thereto, shall be considered to be read, understood and accepted by the bidder. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender documents in every respect will be at bidder risk and may result in the rejection of his bid. The bidders' scope of supplies as specified in the material requisition shall be in strict compliance with the scope detailed therein and in the bid document.

The bid prepared by the Bidder and all correspondence / drawings and documents relating to the bid exchanged by Bidder and the Tendering Authority shall be written in ENGLISH language, provided that any printed literature furnished by the Bidder may be written in another language so long as accompanied by an ENGLISH translation, in which case, for the purpose of interpretation of the bid, the ENGLISH translation shall govern.

Grievance Redressal Mechanism: Indian Oil Corporation Limited (IOCL) has developed the Grievance Redressal Mechanism to deal with references/ grievances if any till finalization of tender, that is received from bidders who participated / intends to participate in the tender. The details of the same are available on our website www.indianoil.in.

The bidders must provide their bank details, company type (Sole proprietorship, Private Limited / Public Limited etc.), PAN / GST registration No., as applicable for updating vendor master file. You are



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2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

also requested to keep us informed of any change in address / status of your business / contact details including email address etc.

QUERIES AND CLARIFICATIONS: Any query or clarification with regard to this tender may please be referred to mail addresses.

E Mail:

rmaheshwari@indianoil.in

siddhartam@indianoil.in

GOVERNING LAWS: The laws of Union of India shall govern all matters concerning to the tender. Any issue arising related to the tender, or the selection process shall be adjudged by the courts in Mumbai, India alone.

BPCL/IOCL/HPCL reserves the right to accept or reject, any or all tenders received at its absolute discretion without assigning any reason whatsoever.

After the price bid evaluations & recommendations, the individual oil companies will be taking their own approvals for placement of orders & further activities pertaining to order placement & post order placement will be dealt by individual oil companies IOCL/BPCL/HPCL.

BID QUALIFICATION CRITERIA

Pre-requisites for long term Empanelment of Indigenous manufacturers for supply of Biodiesel (B100) to OMCs are as follows:

- a) **Indigenous manufacturer:** The bidder must be an Indigenous manufacturer of Bio Diesel (B-100), complying with specifications as per IS 15607:2016 as revised from time to time.
- b) **Existing Manufacturers/Suppliers/Vendors:** Existing Manufacturers/ Suppliers/ Vendors shall be considered as those suppliers who are currently having established plants. Documents to be submitted are as follows:
 - ii. **Pollution Control Certificate (Valid Consent to Operate)** issued by respective States Pollution Control Board or any other document issued by any statutory authority clearly indicating that the bidder is an indigenous manufacturer of Bio Diesel.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

Such valid documents should be uploaded by the bidders in the portal before the due date of the EOI. Pre-requisite documents will not be required to be submitted by the bidder again for future EOIs to OMCs till the validity of these documents. In case documents have expired as on due date of bid submission or during the supply period of this EOI, bidder must submit copy of TPIA certified expired licenses with application submitted to PCB / any statutory authority for renewal (along with acknowledgement copy from that department).

Such valid document should be uploaded by the bidders in the tender portal, documents signed digitally by the TPIA agency can be uploaded in <https://iocletenders.nic.in> site before the due date of the EOI. Documents will not be required to be submitted by the bidder again for future EOIs to OMCs till the validity of these documents. In case documents have expired as on due date of bid submission or during the supply period of this EOI, bidder must submit copy of TPIA certified expired license with application submitted to PCB / any statutory authority for renewal along with acknowledgement copy from that department. It should be noted that during actual period of supply it will be the bidder's/ supplier's responsibility that all statutory licenses as required are valid.

Above documents/licenses are to be mandatorily uploaded online along with bid in iocletenders.nic.in site, failing which the bid may be rejected.

Third party Inspection Agency (TPIA) verification and certification will be required for all the prerequisite documents. Hard copy of such documents needs to be submitted along with original TPIA certificate/ verification with original TPIA Stamp, alternatively, documents signed digitally by the TPIA agency can be uploaded in iocletenders.nic.in site. Bidders shall engage only those TPIAs which are accredited under "NABCB accredited bodies as per requirement of ISO/IEC 17020 as Type A" in Quality Council of India's (QCI's) National Accreditation Board for Certification Bodies (NABCB) website as on the date of verification of documents (TPIAs must hold validity of accreditation). The details of TPIA can be sought from the website:

https://nabcb.qci.org.in/accreditation/reg_bod_inspection_bodies.php

Documents/licenses are to be mandatorily uploaded online with TPIA certification along with bid in iocletenders.nic.in site, failing which the bid may be rejected. Documents/licenses without TPIA certification will not be considered for evaluation and may stand rejected. Bidders are also required to drop hard copy of above-mentioned documents in original in tender box on or before due date and time of bid submission. Alternatively,



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

bidder can upload the documents digitally signed by the TPIA agencies in
<https://iocletenders.nic.in>

SPECIFICATIONS FOR BIO DIESEL (B-100)

INDUSTRY SPECIFICATIONS OF BIO DIESEL (B-100) BASED ON IS 15607:2016: (As revised from time to time)

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

Biodiesel is defined as a fuel composed of mono-alkyl esters of long chain fatty acids derived from variety of vegetable oils or animal fats or used cooking oil or acid oil etc, designated as B 100, and conforming to quality standards prescribed in IS 15607:2016 as revised from time to time (latest revision)

OMC's may be carrying out the full specification test of B-100 supplied and in case it is found that product is not meeting specifications, the supplier will be put on holiday listing for one year and the supplier's security deposit may be forfeited. Submission of type certificate, Joint sampling and full specification test will be as per IQCM on Biodiesel and Blends - 2020, published on 10.08.20. However, the following 8 tests will be conducted as per IS 15607: 2016.

A composite of up to 5 TTs received in a day from same Manufacturer and same batch shall be prepared by Lab for testing of the following parameters. The specification limits for these tests shall be as per IS 15607: 2016:

The Eight tests are as follows:

1. Appearance
2. Density @ 15°C
3. Kinematic Viscosity at 40°C
4. Flash Point (PMCC)
5. Water Content, mg/kg (Karl Fischer Coulometric titration technique to be used as per ISO 12937)
6. Copper strip corrosion, 3 hrs. at 50 °C
7. Acid value, mg KOH/g (Manual titration method IS 1448: P-2/ASTM D 974 may be used wherever potentiometric titration is not available)
8. CFPP, °C

QUALITY OF BIO DIESEL (B-100):

The product Bio Diesel (B-100) being supplied to OMC locations shall conform to the specifications (for summer as well as winter) as per IS 15607:2016 as revised from time to time.

OMCs may be carrying out full specification test of Bio Diesel B-100 supplied and in case it is found that product is not meeting



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

specifications, the supplier may be put on Holiday list for one year and the supplier's performance Bank guarantee may be forfeited.

Following will be broad terms and conditions of the quantity Bids (will be floated separately):

1. QUANTITY VARIATIONS:

The quantities indicated in quantity bid will be Location-wise (OMC total) approximate requirement. However, the maximum quantity that OMC will procure, is restricted to Quantity indicated in the contract document.

Contract shall be basically a rate contract and quantities are not guaranteed. However, state-wise, location-wise estimated requirement as per best estimate is given at the end of this annexure.

Since all across the globe, change in weather is being experienced, it is the responsibility of the suppliers to ascertain the weather condition and supply the product as per the minimum temperature of any OMC locations to comply with CFPP spec (6C for Winter and 18C for Summer) as per BIS spec, to avoid any product failure.

2. EVALUATION / ORDER AWARD CRITERIA:

Bidders have to offer quantity from their supplying location and the Basic Price in Rs/KL. Bidders have to offer a minimum 100 KL against quantity bid.

Based on the Lat-Long provided by the bidder of their respective supplying plants, OMC shall calculate the distance of the Bidder's Supply Plants to OMC location thru the google maps. The distance thus arrived shall be final and the transportation rates/slab shall be binding on the supplier.

The bidders will not be allowed to change the offered quantity.

Additionally, Goods and Services Tax @ 5% shall be applicable as per HSN Code 3826.

This delivered Rates (rounded off to two decimals) shall be considered for allotment at various locations based on minimum overall financial cost up to Location's Requirement. In any case, Location's requirement will not be exceeded.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

The ranking of L1...Ln of the bidders will be done based on Delivered Rate for each location. Allocation will be done based on minimum overall financial costs to OMCs.

If in case there are multiple bidders at any rank for any location, the allocation, if necessary for that ranking, shall be made based on the ratio of their offered quantity.

OMCs reserves the right to change /modify allocations for specific cases to comply with statutory guidelines (eg. MSE etc.,)

3. ORDER FULFILLMENT PROCESS:

After the price bid evaluations & award further activities pertaining to order placement & post order placement will be dealt by individual oil companies IOCL / BPCL / HPCL.

In case of IOCL, Call-offs will be made by State Offices.

In case of any exigency arising out of any situation at any OMC location, the part/full LOI/PO quantities may be shifted from one location to another at the applicable delivered cost (negotiated basic price+ applicable transportation charges based on distance worked out on the basis of "Latitude and Longitude" of the location as indicated by the bidder in technical bid and applicable GST), This shall be exercised at the sole discretion of the OMCs.

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

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

In case of shifting of PO quantity from multiple bidders, whose delivered rate at the alternate location is same, the quantity to be shifted will be



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

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

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

4. DELIVERY PERIOD:

Please note that timely delivery by the Bidder as per the delivery schedule given by OMCs are the essence of contract. LOIs will be issued by respective OMC i.e. BPCL / IOCL / HPCL. Bidders are required to submit the agreement and security deposit within the period, as specified in EOI/ tender floated separately by OMCs for quantity bids, from the date of LOI. The supply should commence within the period, as specified in EOI/ tender floated separately by OMCs for quantity bids, from the date of issuance of Purchase Order. The Location shall place prorated indents / schedule for supplies of Bio Diesel (B-100) by the Suppliers for entire procurement period.

OMC reserves the right to change monthly indent with 15 days advance notice with supplier's consent. For the purpose of calculation of price reduction clause, revised indent will considered.

5. PRICE REDUCTION CLAUSE:

As mentioned under "Delivery Period", the Location shall place prorate indents / schedule for supplies of Bio Diesel by the Suppliers for the contract period and will be given to the Bidder along with the Purchase order. The supplier shall strictly adhere to the supply schedule and achieve supply Performance of a minimum of 75% of the quantity in the supply period, for which Price Reduction Clause will not be applicable. However, if the Bidder is not achieving 75% of the supplies for the supply period; Price Reduction Clause will be applicable. If, however there is any delay in placement of PO for reasons not attributable to the suppliers; the prorated indent shall be calculated after adjusting the supply period. Alternatively, the total PO quantity may be reduced proportionately on mutual consent.

An amount equivalent to 1% of the Basic Cost shall be payable by the supplier for the undelivered quantity (75 % of Indented quantity less



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

supplied quantity) and these shall be deducted from the payment due to the Bidders and/ or by encashing security deposit.

6. SECURITY DEPOSIT:

The successful Bidder, within 15 days of placement of LOI shall deposit a Bank Guarantee or Demand draft for an amount equivalent to 1% of the basic cost of the contract value. Bidders shall have option of retention of 1% of basic cost in lieu of BG amount from the initial supply bills.

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

After finalization of Tender jointly by OMCs, individual OMC (IOC/BPC/HPC) controlling offices for the OMC locations will issue LOI/LOAs to the Bidder. Thereafter the Bidder will be required to submit Security Deposit and Supply Agreement separately to individual OMC controlling offices for the location as per quantity allocated to the bidder.

Security deposit in the form of BG or DD should be submitted by all bidders within 15 days of placement of LOI/LOA or as stipulated in EOI for the quantity bids whichever is earlier.

In case of BG, Bidder needs to submit an additional letter which will be obtained from the issuing bank on its letterhead. The banks letter should be addressed to respective OMC & should contain the same BG reference which shall be enclosed along with the letter. This letter must be submitted in original only. (Copy of this letter will not be accepted).

PO will be issued after submission of the above documents.

7. BASIS OF ORDER:

Order will be placed on Delivered rate (including Transportation charges and applicable GST). During the contract period, Bidder will be paid GST as applicable from time to time. Other elements of Delivered Rate viz., Basic Price & Transport charges will remain unchanged during the entire contract period.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

8. PAYMENT TERMS:

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

9. TRANSIT INSURANCE:

The GPC clause 18 stands amended as Transit insurance will be in the scope of the supplier. The rates quoted by the bidder should be inclusive of insurance charges and applicable taxes/duties etc.

10. VALIDITY OF OFFER:

Validity of offer should be **180** Days or as stipulated in EOI for quantity bids, from due date of quantity bid opening. Once the LOI / Contact is placed then the rates shall be valid from LOI / Contract date till end of Contract Period.

OMCs may extend the Contract period up to 4 (Four) months or as stipulated in EOI for quantity bids, to complete the part/full balance PO quantity with suppliers' consent at same rates, terms & condition.

Suppliers who have not honored LOI/ LOA and not submitted SD/Agreement to respective OMCs may be put on holiday list for a period of 12 months beyond this tender period.

11. OTHER CONDITIONS:

In case of duplication of any clause given in this document and General Purchase Conditions, Clauses given in this document shall be treated as valid.

For Actual terms and conditions, EOI documents of EOIs floated separately for quantity bids shall be referred to.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

BANK GUARANTEE AS SECURITY DEPOSIT

(On Non-judicial paper of appropriate value)

To,
Name of the Oil Company

Dear Sir,

In consideration of the (Name of the Oil company) (hereinafter called the Company which expression shall include its successors and assigns) having awarded to M/s. (Name) . (Constitution).. (address) .(hereinafter referred to as The vendor which expression shall wherever the subject or context so permits include its successors and assigns) a supply contract in terms interalia, of the Companys Purchase order No.. dated .and the General and Special Purchase Conditions of the Company and upon the condition of vendors furnishing security for the performance of the vendors obligations and/or discharge of the vendors liability under and / or in connection with the said supply contract upto a sum of Rs.(in figures)..Rs(in words)only amounting to 1% (One percent)of the basic cost of PO quantity.

We, (Name)(constitution) (hereinafter called the Bank which expression shall include its successors and assigns) hereby jointly and severally undertake and guarantee to pay to the Company in -----(Currency) forthwith on demand in writing and without protest or demur of any and all moneys any wise payable by the Vendor to the Company under in respect of or in connection with the said supply contract inclusive of all the Company's losses and expenses and other moneys anywise payable in respect to the above as specified in any notice of demand made by the Company to the Bank with reference to this Guarantee upto an aggregate limit of Rs(in figures)Rs(in words).only. AND the Bank hereby agrees with the Company that

This Guarantee/undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Company and liabilities of the vendor arising upto and until midnight of__. This date shall be 6 months from the last date of guarantee period.

This Guarantee/Undertaking shall be in addition to any other guarantee or security of whatsoever that the Company may now or at any time otherwise have in relation to the vendors obligation/liabilities under and /or connection with the said supply contract, and the Company shall have full authority to take recourse to or reinforce this security in preference to the other security(ies) at its sole discretion, and no failure on the part of the Company in enforcing or requiring enforcement of any other security shall have the effect of releasing the Bank from its liability hereunder.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

The Company shall be at liability without reference to the Bank and without effecting the full liability of the Bank hereunder to take any other security in respect of the endorse obligations and /or liabilities under or in connection with the said supply contract and to vary the terms vis a vis the vendor of the said supply contract or to grant time and / or indulgence to the vendor or to reduce or to increase or otherwise vary the prices of the total contract value or to release or to forbear from enforcement all or any of the obligations of the vendor under the said supply contract and / or the remedies of the Company under any other security(ies) now or hereafter held by the Company and no such dealing(s), variation(s), reduction(s), increase(s) or the indulgence(s) or arrangement(s) with the vendor or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Company hereunder or of prejudicing rights of the Company against the Bank.

This Guarantee /Undertaking shall not be determined by the liquidation or winding up or dissolution or change of constitution or insolvency of the vendor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Company in terms hereof.

The Bank hereby waives all rights at any time inconsistent with the terms of the Guarantee /Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reason of any dispute or disputes having been raised by the vendor (whether or not pending before any Arbitrator, officer, Tribunal or Court) or any denial of liability by the vendor or any other order of communication whatsoever by the vendor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Company in terms hereof. vi. The amount stated in any notice of demand addressed by the Company to the Guarantor as liable to be paid to the Company by the vendor or as suffered or incurred by the Company on account of any losses or damages of costs, charges and or expenses shall as between the Bank and the Company be conclusive of the amount so liable to be paid to the Company or suffered or incurred by the Company, as the case may be and payable by the Guarantor to Company in terms hereof.

Yours faithfully,
(Signature)

NAME &
DESIGNATION
NAME OF THE
BANK



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID 2022_MKTHO_152439_1) dated 17th June 2022
Empanelment of bidders for supply of Biodiesel (B-100) for the Period till 31st March 2026

PERFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

In the case of a 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 any partnership firm in which I am involved as a Partner, are presently or having during the past three years, been placed on any black list or holiday list declared by Indian Oil Corporation Limited or by any department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country nor is there pending any inquiry by Indian Oil Corporation Ltd. or any Department of Government or by any Public Sector Organization 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 in absence thereof state “NIL”)

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 or partner of any other firm or concern presently are or within the past three years have been or has been placed on any black list or holiday list declared by Indian Oil Corporation Limited or by any department of Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country nor there is any pending inquiry by Indian Oil Corporation Ltd. or by any Department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country, in respect of corrupt or fraudulent 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 in absence thereof state “NIL”)



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

In the case of Company:

We hereby declare that neither 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 been placed on any black list or holiday list declared by Indian Oil Corporation Limited or by any Department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country; and that there is no pending inquiry by Indian Oil Corporation Ltd. or by any Department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization 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 corrupt or fraudulent practice(s), except as indicated below:

(Here give particulars of blacklisting or holiday listing, and/or inquiry in 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 Ltd.

Signature of the Bidder

Name of the signatory

Place

Date



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

DETAILS ON RELATIONSHIP WITH IOC'S DIRECTORS ETC.

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

ORGANISATIONAL STRUCTURE	PART OF THE FORM APPLICABLE
SOLE TRADER	PART A
PARTNERSHIP	PART B
COMPANY PRIVATE/PUBLIC LTD	PART C
DECLARATION	PART D



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

PART A

(APPLICABLE WHERE THE TENDERER IS A SOLE PROPRIETOR)

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

*Strike out whichever is not applicable

PLACE

DATE

TENDERER'S SIGNATURE & SEAL



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

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 Ltd./BPCL/HPCL	Yes/No*
5	If 'Yes' to 4 state the name(s) of the Directors & OMC.	
6	State whether any of the partners is related to any of the Director(s) of the Indian Oil Corporation Ltd./BPCL/HPCL	Yes/No*
7	If 'Yes' to 6, state the name(s) of the Director, OMC and the concerned partner's relationship with him/her.	

*Strike out whichever is not applicable

PLACE

DATE

TENDERER'S SIGNATURE & SEAL



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

PART C

(APPLICABLE WHERE THE TENDERER IS A PUBLIC / PRIVATE LIMITED COMPANY)

1	Name of the Company responding to the tender	
2	Address of : a. Registered Office	
	b. Principal Office	
3	State whether the Company is a Pvt. Ltd. Co. or Public Ltd., Co.	
4	Names of Directors of the Company	
5	State whether any of the Directors of the Tenderers Company is a Director of Indian Oil Corporation Ltd./BPCL/HPCL	Yes/No*
6	If 'Yes' to (5) state the name(s) of the Directors and OMC	
7	State whether any of the Director of the Tenderers Company is related to any of the Director's of the Indian Oil Corporation Ltd./BPCL/HPCL	Yes/No*
8	If 'Yes' to (7) state the name(s) of the Director, OMC and the concerned Director's (of the Tenderer Co.) relationship with him/her.	

*Strike out whichever is not applicable

PLACE

DATE

TENDERER'S SIGNATURE & SEAL



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

PART D

Tenderer is required to state whether they have employed any retired Director and above rank officer of Indian Oil Corporation Limited in their firm. If so, details hereunder to be submitted:

1	Name of the Person	
2	Post last held in IOCL/BPCL/HPCL	
3	Date of retirement	
4	Date of employment in the firm	

PLACE

DATE

TENDERER'S SIGNATURE & SEAL

NB

1. A separate sheet may be attached, if the above is not sufficient.

2. Strike out whichever is not applicable. If the Tenderer employs any person subsequent to signing the above declaration and the employee/s so appointed happens to be the near relatives of the Officer / Director of the Corporation / Central / State Governments, 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.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

INDIAN OIL CORPORATION LIMITED - LIST OF DIRECTORS

The list of Directors of Indian Oil Corporation Limited is available in IndianOil website:
<https://iocl.com/pages/our-leadership>

BHARAT PETROLEUM CORPORATION LIMITED - LIST OF DIRECTORS

The list of Directors of Bharat Petroleum Corporation Limited is available in BPCL website:
<https://www.bharatpetroleum.in/about-bpcl/board-of-directors.aspx>

HINDUSTAN PETROLEUM CORPORATION LIMITED - LIST OF DIRECTORS

The list of Directors of Hindustan Petroleum Corporation Limited is available in HPCL website:
<https://www.hindustanpetroleum.com/board-of-directors>

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



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

CLAUSE WITH RESPECT TO BIDDERS FROM 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 juridical person(s), has a controlling ownership interest or who exercises control through other means
 - 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

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



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

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 or 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 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.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

**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 :



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER DULY SIGNED)

I/We, the authorized signatory of M/s _____,
participating in the subject tender No. BD/NUCO/EOI/05/2022-23 Tender ID -
2022_MKTHO_152439_1 for the job of _____
_____, do hereby declare:

- i. We understand that according to conditions of this tender document, the bid must be supported by a bid securing declaration In lieu of Bid Security
- ii. We Unconditionally accept the conditions of this bid securing declaration. We understand that we shall stand automatically suspended from being eligible for bidding in any tender of IOCL for 6 months from the date of opening of technical bid of this tender if we breach our obligation(s) under the tender conditions if we:
- iii. Withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- iv. Being notified within the bid validity of the acceptance of our bid by Indian Oil Corporation Limited:
 - a) Refused to or failed to produce the original documents for scrutiny or the required performance security within the stipulated time under the conditions of the Tender document.
 - b) Fail or refuse to sign the contract.

Signature and seal of Authorized Signatory of bidder

Name of Authorized Signatory: _____



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

FORMAT FOR ONLINE DECLARATION FOR TYPE OF RAW MATERIALS USED & INDEMNIFYING OMCS

(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER DULY SIGNED)

I/We, the authorized signatory of M/s _____,
participating in the subject tender No. BD/NUCO/EOI/05/2022-23 Tender ID -
2022_MKTHO_152439_1 for the job of _____
_____, do hereby declare:

1. For Tender no. 2022_MKTHO_152439_1, I/ We confirm that I/ We are indigenous manufacturer of Bio Diesel and meeting all the qualification criteria for production/ manufacturing of Biodiesel indigenously as required under said Tender. I/ we confirm that the quantities of Biodiesel being offered by us have been/will be produced indigenously
2. I/ We confirm that my/ our company is producing Bio Diesel from non-edible oil as feedstock.
3. I/ We confirm that my/ our company is holding all the required statutory approvals/ certificates/ licenses/documents etc. and shall continue to hold the same during the contract period and shall also obtain and hold any additional approvals/ certificates/ licenses which may be required by any statutory authority during the contract period.
4. I/ We confirm that I / We shall at all times follow and abide by all central and state rule regulations and shall be solely liable for any violation or non-compliance of any of the above requirements.
5. I/ We confirm that I/ We shall indemnify and hold harmless, Oil Marketing Companies (IOC/HPC/BPC), their officers, directors, employees etc. against of and from any and all claim, damages, penalty, liability, losses, demands, action, suits etc. arising out of non-compliance of any of the above requirement
6. I/ We confirm that I / We do hereby agree that in case of the non-compliance of any of the above requirements, Oil Marketing Companies shall be free take any action including but not limited to the termination of contract and such decision of Oil Marketing Companies shall be final and binding on us.

I/ We Reconfirm that my/ our company is holding all the required statutory approvals/ certificates/ licenses/documents etc. and shall continue to hold the same during the contract period and shall also obtain and hold any additional approvals/ certificates/ licenses which may be required by any statutory authority during the contract period.

Signature and seal of Authorized Signatory of bidder

Name of Authorized Signatory: _____



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

GENERAL PURCHASE TERMS & CONDITIONS

1. DEFINITIONS

1.1 “IOCL”, “Corporation” or “Purchaser” means Indian Oil Corporation Ltd., a company incorporated in India and having its registered office at G-9, Ali Yavar Jung Marg, Bandra (East) Mumbai - 400 051 and includes its successors, assigns and all persons through whom it acts in any matter for the purpose of the Tender or the Contract.

1.2 “TENDERER / BIDDER”

Tenderer / Bidder means the person, firm or company who submits an offer against a tender.

1.3 “MATERIALS”

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

1.4 INSPECTORS

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

1.5 VENDOR

“Vendor” means the successful bidder on whom the Purchase Order is placed.

2. EARNEST MONEY DEPOSIT (EMD)

The bidder will submit bid only after paying requisite EMD amount through NEFT/ RTGS/ Net banking / Bank Guarantee / uploading EMD exemption certificates.

The EMD will not carry interest.

Bank Guarantee as an instrument towards earnest money deposit shall be accepted only if amount of EMD is not less than Rs One Lakh.

Acceptance of BG

- Bank Guarantee for value up to Rs Two Crores can be accepted if it is issued by an Indian Branch of any Scheduled Bank appearing in the Second Schedule to the RBI Act of 1934.
- BG for value above Rs Two Crores can be accepted if it is issued by an Indian Branch of
- Any Nationalized / PSU Bank appearing in the Scheduled Banks list or
- Any Scheduled Bank (other than a Nationalized / PSU Bank) having at least Desired Credit rating at the time of acceptance of the BG.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID 2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the Period till 31st March 2026

Bank	If the Tenor of BG is more than 1 year, credit rating of	If the Tenor of BG is up to 1 year, credit rating of
In case of foreign banks	'A' of Moody's or equivalent	'P-1' of Moody's or equivalent i.e, highest short term rating
In case of Indian Bank	'AA' of CRISIL or equivalent	'A-1+' of CRISIL or equivalent i.e. highest short term rating.

- The credit rating agencies shall be as per approved list of SEBI.
- Bank Guarantee towards EMD should be valid for 07 (seven) months from the date of opening of technical bid. If needed, validity of BG should be extended by the party / Bank.
- Bank Guarantee should be submitted as per enclosed proforma only by the Tenderer. BG may be received directly either from the bank or the vendor through any mode (Registered post/Speed Post/Courier or by hand).
- If BG towards EMD is submitted in any manner other than aforesaid, the Tender is liable to be rejected.
- If the original BG instrument is not received by the due date and time as specified above, the bid shall be summarily rejected.

In case of Bank Guarantee (BG), bidder will upload scanned copy of BG as exemption document. Original BG shall be sent by the bidders / bank to Tender Issuing Authority as mentioned in the tender. Original BG should reach to Tender issuing Authority as per following schedule:

- a. Single Bid Tenders: Before due date and time of opening of bids.
- b. Two Bid Tenders: Within 7 working days from the date of opening of technical bids.

Note:

- a) For the purpose of receipt of BG, the time recorded in the Receipt / DAK section against receipt shall also be considered as receipt time.
- b) Only those Physical BG instruments found matching with the copy submitted in the e-portal shall be considered as valid.
- c) However, bids of bidders who have deposited permanent EMD (if applicable) and have mentioned the same on the portal shall be considered as valid bids.

Offline EMD payment through Demand Draft (DD), Bankers Cheque (BC) and Swift transfer shall not be accepted.

If a bidder claims exemption from paying EMD, he shall upload the document supporting EMD exemption in e-Tendering Portal.

Exempted Category for submission of EMD:

- 2.1 Parties registered with any of the following agencies/bodies as per Public Procurement Policy for Micro & Small Enterprises(MSE) Order 2012 are exempted categories from payment



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

of EMD provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro, Small or Medium Enterprises who have applied for registration or renewal of registration with any of these agencies/bodies but have not obtained the valid certificate as on close date of tender are not eligible for exemption.

- (i) District Industries Centre(DIC)
- (ii) Khadi and Village Industries Commission (KVIC)
- (iii) Khadi and Village Industries Board Coir Board
- (iv) National Small Industries Corporation(NSIC)
- (v) Directorate of Handicraft and Handloom
- (vi) Udyog Aadhar Memorandum (UAM)
- (vii) Any other body specified by Ministry of MSME

Note:

- Against UAM, copy of acknowledgement generated online shall be acceptable.
- The exemption shall be allowed to all parties registered with the above-mentioned bodies irrespective of their status as Micro, Small or Medium Enterprises. The exemption shall also be irrespective of whether they are registered for the tendered item.
- PSUs (Central & State) and JVs of IOCL are exempted from submission of EMD.
- A copy of the EMD instrument or exemption certificate in case of exempted categories shall be uploaded along with clear scanned copies of required documents to substantiate the claim towards their credentials along with the tender documents in the appropriate link.

EMD is liable for forfeiture in the event of :

- a) Withdrawal of offers, while the offers are under consideration during the validity period.
- b) Non-acceptance of LOA / orders when placed.
- c) Non submission of security deposit within stipulated time.
- d) Non-confirmation of acceptance of the order within the stipulated time after the placement of the order
- e) Any unilateral revision made by the Bidder during the validity period of the tender.
- f) Failure of the bidder to get the Original documents verified as per specified time schedule.
- g) On submission of forged documents by bidder / Canvassing of information.

3. SPECIFICATION

Materials / Equipments offered should conform to the specifications as per IOC's specification sheet attached hereto. Vendor should mention the Brand name / Make & Model and enclose literature / pamphlets giving comprehensive details of the materials and the maintenance manual showing the complete view of the materials. Tenderers may also enclose copies of Test Reports, if any, and design & performance chart etc. for the equipment offered against the tender.

4. PRICE

Tenderer should quote their lowest and firm price. Prices so quoted will remain firm till order is placed and thereafter until satisfactory completion of order. Unless otherwise specified, the price will not be subjected to escalation / descalation for any reason whatsoever.

Price quoted must be delivered rates for equipment/ material, for delivery to our locations including unloading at site.

Deduction of Taxes at source if any, will be made as applicable as per Govt. of India Rules.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

5. VALIDITY

The rates quoted against this tender shall be valid for a period as specified in the tender from the date of opening of the tender and once the quotation is accepted and order placed on the successful tenderer, the rates shall be valid for the entire ordered quantity.

6. DELIVERY SCHEDULE

The delivery of the material is to be completed within Contractual Delivery Date (CDD) from the date of the Purchase Order (PO). The Contractual Delivery Date (CDD) will be clearly indicated in the PO and after which price discount will become applicable.

Wherever Road Permits / Entry form or Way Bill etc. are required, the same will be arranged by Receiving Location / State Offices of IOCL. Vendor has to co-ordinate with concerned IOCL Offices immediately on placement of order.

If there is delay in issuance of Road Permits / Entry form by IOC the Contractual Delivery Date will stand revised accordingly.

7. INSPECTION, CHECKING & TESTING

The materials / equipment's shall be subject to inspection and testing by the Vendor before dispatch.

Unless otherwise specified in the tender, the Third Party Inspection agency will carry out the inspection as per IOC's scope of inspection for which all necessary arrangements will have to be made by vendor including co-ordination with the inspection agency. The Third-Party Inspection charges will be a part of vendor's basic cost of the equipment / material. That is, the rates quoted by vendor for the equipment/material is inclusive of inspection charges unless specified otherwise. The above inspection will be without prejudice to accepted Guarantee / Warranty

8. QUANTITY

Corporation reserves its right to increase/ decrease the quantities indicated in the tender and accept any tender in whole or in part and reject any or all tenders, without assigning any reason. Corporation is not bound to accept the lowest rate for any tender and reserves the right to accept one or more tenders in part or full. The decision of Corporation in this connection will be final.

The Corporation also reserve its right to allow Public enterprises (Central / State) price /purchase/ contract /service preference as admissible under the existing Govt. Policy. The decision of Corporation in this connection will be final.

9. INSURANCE

The materials will be dispatched to the location duly insured by the vendor. LR particulars to be informed to the consignee location by the Vendor. The receiving locations will inspect the goods and inform the vendor the details of breakage / damage /shortage if any, to enable the vendor to lodge a claim with Insurance Company. Insurance shall be to vendor's account as supply is on door delivery basis. The insurance charges should be borne by the vendor.

10. DISCUSSIONS / NEGOTIATIONS:

Negotiation will not be conducted with the bidders as a matter of routine. However, Purchaser reserves the right to conduct negotiation.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

Tenderers will have to attend specified Office of INDIAN OIL CORPORATION LIMITED for negotiations / verification of original documents / clarifications at their own cost, as required in respect of their quotation without any commitment from INDIAN OIL CORPORATION LIMITED.

In the event of negotiations, the tenderer will be required to confirm, the negotiations in writing within the time stipulated. If the tenderer fails to comply with this requirement, the purchaser reserves the right to ignore his quotation at its discretion.

11. PAYMENT

100% payment within 30 days of receipt of materials at consignee locations and against acknowledged Goods Receipt Note (GRN) from IOC & receipt of invoice along with receipted copy of LR. Payment will be released only after completing all the P.O. related formalities as mentioned in the purchase order.

All documents in Triplicate listed below should be submitted to the respective State Office / Head office / Location, as the case may be, and payments will be made thereafter.

- a) Tax Invoice (Cen vatable invoice / VAT Invoice)
- b) Acknowledged copy of the LR/GRN/Way Bill etc.
- c) Delivery Challan
- d) Guarantee / Warranty Certificate, if applicable
- e) Packing List, if applicable
- f) Octroi Receipt along with Assessment Form (if applicable)
- g) Vendor's Certificate of Inspection / Test Certificate, if applicable
- h) Third Party inspection Certificate, if applicable
- i) Counter foils of Entry forms, if applicable
- j) Any other documents as mentioned in the Tender.

All documents listed below should be submitted to the consignee locations along with the material.

- a) Copy of the LR/GRN/Way Bill etc.
- b) Delivery Challan
- c) Guarantee / Warranty Certificate, if applicable
- d) Packing List, if applicable
- e) Vendor's Certificate of Inspection / Test Certificate if applicable
- f) Third Party inspection Certificate, if applicable.
- g) Any other documents as mentioned in the Tender.

12. RISK PURCHASE:

IOC 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. Further, IOC also reserves the right to purchase the same or similar material through other sources at the entire risk, cost and consequences of the vendor. Applicable GST on recovery for Risk Purchase will be recovered additionally. This clause is without prejudice to Price discount for Delay clause given below:

13. PRICE DISCOUNT FOR DELAY IN SUPPLIES:

IOCL shall be entitled to discount by way of price adjustment for delay in supplies of an amount equal to ½% of the contracted price of the material so delayed for each week or Part thereof, of such delay in delivery subject to a maximum of 10 % of such price. In case of price discount, the vendor to issue invoice incorporating the same or through credit note. Should the Vendor fail to deliver the Material(s) or to make such adjustment, the discount and applicable taxes on the same if any, may be recovered by any other means.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

For the purpose of calculating Price Discount for Delay, date of despatch shall be taken as date of supply.

14. FORCE MAJEURE CONDITIONS:

Delivery of the material is subject to force majeure conditions as under:

If, at any time, during the continuance of the 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, strike, lock-outs or acts of God (hereinafter referred as “events”), provided notice of the happening of any such events is 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 damages 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 events have come to an end or ceased to exist, and decision of the Director (Mktg.), Indian Oil Corporation Ltd., (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 or 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.

15. CANCELLATION:

IOCL 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 Tenderer 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 as insolvent of the tenderer if he be an individual.
(ii) Liquidation whether voluntarily or otherwise on the passing of an effective resolution for winding up the Tenderer 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 Tenderer or of any individual or partners of the tenderer firm.
- d. If the Tenderer does not adhere to the instructions which may be issued from time to time by IOCL in connection with the manufacture of the material IOCL right to so terminate the contract shall be without prejudice to any other rights & remedies against the tenderer and in the event of so terminating the contract, IOCL shall not be liable to pay for any loss or compensation in respect of such termination.

16. GUARANTEE

All materials including components and sub-contracted Items should be guaranteed by the vendor within the warranty period mentioned below. In the event of any defect in material or workmanship manifesting themselves, the vendor will replace / repair the material at IOC's concerned locations at Vendors cost and risk on due notice, failing which the rejected materials will be sent to the vendor on 'FREIGHT TO PAY' basis for free replacement. Materials after rectification of defects will be despatched by the vendor on 'FREIGHT PAID' Basis. Alternatively, IOC reserves the right to have the materials repaired / replaced at the locations concerned at the vendor's risk, cost and responsibility.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

WARRANTY

24 months from the date of actual receipt or 18 months from the date of commissioning or use of the materials, whichever is earlier during which time the tenderer is bound by the guarantee given above.

The above guarantee / warranty will be without prejudice to the certificate of inspection or Materials Receipt Note issued by us in respect of the materials

17. SECURITY DEPOSIT

- a. The successful tenderer shall have to deposit interest free Security Deposit (SD) within 14 days from the date of issuance of LOA (letter of acceptance) / purchase order, whichever is earlier. The Security Deposit amount shall be equivalent to 5% of the value of the purchase Order or Rs.1,00,000/- (Rs. One Lac Only), whichever is lower & to be deposited in any of the following manner-
- b. Pay Order or Demand Draft (Drawn on any Scheduled / Nationalised Banks, in favour of "Indian Oil Corporation Limited").
- c. Bank Guarantee as an instrument towards Security Deposit shall be accepted only if amount is not less than Rs twenty five thousand.
- d. Bank Guarantee is to be executed by Nationalised / Scheduled Bank towards Security Deposit and should be valid for the completion period of supply plus 3 months. If needed, validity of BG should be extended by the party / Bank. Security Deposit is to be submitted at the specified office of IOCL.
- e. Option of one of the above methods of Security Deposit Payment, once exercised should under no circumstances, be changed later on.
- f. Bank Guarantee should be submitted as per enclosed proforma only by the Tenderer. BG may be received directly either from the bank or the vendor through any mode (Registered post/Speed Post/Courier or by hand).
- g. No claim shall lie against the Corporation in respect of interest on any deposit or Depreciation thereof. The Corporation shall be entitled to deduct from the deposit any loss or damage which the Corporation may be put to by reason of any act or default recoverable by the Corporation from the bidder and to call upon the bidder to maintain the deposit at the original limit by making further deposits.
- h. In the event of the vendor failing to make and maintain a security deposit in the manner aforesaid be liable to forfeit any moneys lost with the tender by him and the Corporation shall be entitled to cancel acceptance of the Tender.
- i. Forfeiture of Security Deposit: All sums of compensation or other sums of money payable by the vendor may be deducted from SD. In the event of SD being reduced from the original quantum due to recoveries as aforesaid the vendor shall within 15 days of recoveries, make good deficiency in SD by way of Demand Draft/Pay order. Security Deposit is liable to be forfeited in case of failure on the part of Vendor to rectify the defects / fulfill the liabilities in accordance with the terms of Purchase Order / agreement.

18. AGREEMENT

The successful tenderer shall conclude a stamped agreement with IOC, copy of agreement is enclosed. Tenderers are requested to note that on placement of LOA/P.O, Purchase



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

Agreement should be executed within 14 days and to be submitted at the concerned office of IOCL.

19. 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.

20. PACKING AND MARKING : The package shall be clearly marked with the following:

- a) Name of the supplier
- b) Purchase Order No. & Date
- c) Date of manufacturing
- d) Batch Number if applicable
- e) Address of Manufacturers Factory

Each consignment should be supported with copy of vendor's test reports and TPIA reports wherever applicable.

21. ADHERENCE TO DELIVERY SCHEDULE: Time of delivery mentioned in the tender shall be the essence of the agreement in the event of placement of order and no variation shall be permitted except with prior authorization in writing from the Purchaser. Goods should be delivered, securely packed and in good order and condition, at the place and within the time specified in the purchase order for their delivery.

The contractual delivery period is inclusive of all the lead time for Engineering / Procurement of raw materials, the manufacturing, inspection / testing, packing or any other activity whatsoever required to be accomplished for effecting the delivery at the required delivery point.

22. EXPEDITING: The Purchaser's representative shall have free access to vendor's shop and / or sub-suppliers' shop at all time and purchaser's representative shall be provided all the necessary assistance and information by vendor to perform their job (If assigned to expedite both manufacture and dispatch of materials).

23. IMPORT LICENSE: Purchaser will not provide import license/foreign exchange for the import of any materials. It will be the responsibility of the vendor to arrange for the same whenever and wherever required.

24. CONFIRMATION OF ORDER: In the event of placement of order, the vendor shall acknowledge the receipt of the Purchase Order within 14 (fourteen) days from the date of Purchase Order and shall confirm his acceptance of Purchase Order in its entirety without exceptions. This acknowledgement will be on both Purchase Order and all other Terms and Conditions of the tender.

25. SALES CONDITIONS: With tenderer's acceptance of provisions of Tender Conditions, the tenderer waives and considers as cancelled any of his General Sales Conditions.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID 2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the Period till 31st March 2026

26. **RECOVERY OF SUMS DUE:** Whenever any claim against the Vendor for payment of sum of money arises out of or under the contract, the Purchaser shall be entitled to recover such sums by appropriating in whole or in part the security deposit of the Vendor. In that event, the Vendor shall immediately make good the amount of security deposit so fallen short. Should the security deposit be insufficient or if no security has been taken from the Vendor, then the balance or the total sum recoverable, as the case may be, shall be deducted from any sum then due or which at any time thereafter may become due from the Vendor under this or any other contract with the Purchaser and should this sum be not sufficient to cover the recoverable amount, the Vendor shall pay to the Purchaser on demand the balance remaining due with interest as per IOCL guidelines.
27. **PERFORMANCE GUARANTEE:** On dispatch of the equipment / material, by way of Bank Guarantee, the vendor shall Guarantee that any and all materials used in execution of the Purchase Order shall be in strict compliance with characteristics, requirements and specifications agreed upon and that the same shall be free from any defects. Checking of Vendor's drawings by the Purchaser's representatives and their approval and permission to dispatch the equipment and materials granted by Inspectors shall not relieve the Vendor from any part of his / its responsibilities of proper fulfilment of the requirements.

Acceptance by the Purchaser or its inspectors of any equipment and materials or its replacement (if applicable) will not relieve the Vendor of its responsibility of supplying the equipment / materials strictly according to the specification and according to the guarantees agreed by the Vendor.

The vendor shall furnish Performance Bank Guarantee for 10% value of the Purchase Order at the time of commencement of supply. This Bank Guarantee shall remain in force for 24 months from the date of receipt (Date of receipt of last consignment for staggered supplies). It will be responsibility of the Vendor to keep the Bank Guarantee fully subscribed. Any shortfall in the value of the Bank Guarantee as a result of encashment by the Corporation either in full or in part in terms of the Performance Guarantee shall be made good by the Vendor within one week thereof.

Acceptance of BG.

- Bank Guarantee for value up to Rs Two Crores can be accepted if it is issued by an Indian Branch of any Scheduled Bank appearing in the Second Schedule to the RBI Act of 1934.
- BG for value above Rs Two Crores can be accepted if it is issued by an Indian Branch of Any Nationalized / PSU Bank appearing in the Scheduled Banks list or Any Scheduled Bank (other than a Nationalized / PSU Bank) having at least Desired Credit rating at the time of acceptance of the BG.

Bank	If the Tenor of BG is more than 1 year, credit rating of	If the Tenor of BG is up to 1 year, credit rating of
In case of foreign	'A' of Moody's or equivalent	'P-1' of Moody's or equivalent i.e, highest short term rating



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

banks		
In case of Indian Bank	'AA' of CRISIL or equivalent	'A-1+' of CRISIL or equivalent i.e. highest short term rating.

The credit rating agencies shall be as per approved list of SEBI.

Bank Guarantee should be submitted as per enclosed proforma only by the Tenderer. BG may be received directly either from the bank or the vendor through any mode (Registered post/Speed Post/Courier or by hand).

28. **NON - WAIVER** : Failure of the Owner/ Owner's representatives to insist upon any of the terms of conditions incorporated in the Purchase Order or failure of delay to exercise any rights or remedies therein or by law or failure to properly notify Vendor in the event of breach, or the acceptance of, or payment for any goods hereunder or approval of design shall not release the Vendor and shall not be deemed a waiver of any right of the Owner or Owner's representatives to insist upon the strict performance thereof or of any of his or their rights or remedies as to any such goods regardless of when goods are shipped, received or accepted nor shall any purported oral modification or revision of the order by Owner/ Owner's representatives act as waiver of the terms hereof.
29. **NON ASSIGNMENT**: The Purchase Order shall not be assigned to any other agency by the Vendor without obtaining prior written consent of the Owner.
30. **ENTIRE CONTRACT**: The terms and conditions of the purchase order with specifications drawings and other attachments annexed thereto, constitute the entire contract between the parties hereto. Changes will be binding only if the amendments are made in writing and signed by an authorised representative of the owner and the Vendor.
31. **SHIPMENT / CONSIGNMENT** :

All materials are to be dispatched by Road only unless otherwise instructed. The materials to be despatched through a transporter registered as per Carriage by Road Act 2007 and Carriage by Road Rules, 2011. The Consignment Note/ Lorry receipt must carry the registration number as per the rules stated in The Carriage by Road Rules, 2011.

As per section 3 of the act, no person can engage in the business of a common carrier unless he has been granted a certificate of registration to do so and any transportation of goods through unregistered common carriers is illegal.

The Tenderers shall, while quoting the rates for transportation, take into consideration, the provisions of the Carriage by Road Act, 2007 and rules thereto and the liability to pay the loss for non delivery/damage to the equipment/product at higher risk rate. The Transporter



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

shall ensure the compliance of the requirements under the Carriage by Road Act, 2007 and the rules thereto.

32. **LIMITATION OF LIABILITY:** The maximum liability shall be limited to 100% of contract price except in case of fraud and / or wilful negligence. The vendor shall not be liable for consequential losses on account of production revenue or profit.

33. **ACQUIESCENCE:**

Any acquiescence or waiver by the Corporation of any delay, breach or default committed by any tenderer shall not be deemed to be or considered as estoppels against the Corporation nor prevent the Corporation from exercising any of its rights.

34. **HANDLING OF LITIGATION WITH PSE/GOVT DEPARTMENTS:**

In case the successful bidder is a PSE or a Govt. Department then the disputes arising between the parties shall be referred to "Permanent Machinery of Arbitration" (PMA) as per Department of Public Enterprises notification no. 4(1)/2011-DPE(PMA)-GL as per following. Any dispute or difference relating to the interpretation and application of the provisions of the contracts arising between the parties shall be first resolved amicably within 60 days. If the dispute is not resolved amicably within 60 days, then the same shall be referred to PMA. In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The Award of the Arbitrator shall be binding upon the parties to the dispute, provided, however any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the parties finally and conclusively. The parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

35. **REJECTION OF INVALID OFFER / TENDER:**

A Tender is invalid and may be summarily rejected in case:

- I. Tender is submitted after due date and time.
- II. Tender does not conform to the PQ terms and conditions prescribed in the tender documents
- III. Non-Submission of earnest Money deposit as per the Terms & Conditions.
- IV. Tenderer does not submit acceptable instruments towards Tender Fee, EMD along with Technical / Commercial Bid
- V. The tenderer is on Holiday List or black-listed;

A Tender is also liable for rejection , if the Tenderer :

- I. Stipulates the validity period less than what is stated in the Tender Forms / Conditions:



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

- II. Stipulates own conditions;
 - III. Does not disclose the constitution of the firm with the full names and addresses of all his partners/directors;
 - IV. Does not fill in and digitally sign the tender documents / forms.
 - V. Does not produce the statutory licenses and / or Income Tax Assessment Order/Return Copies and/or any documents as per the requirement of the Tender Conditions.
 - VI. Does not accept / sign / submit the Integrity Agreement.
 - VII. Does not submit the declarations and undertakings as per tender terms.
36. **POWERS:** All powers reserved under the above condition shall be exercised by the Director (Marketing), INDIAN OIL CORPORATION LIMITED.
37. **GENERAL:**
- a) Tenderers 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 opening of the tender.
 - b) Every tender must be strictly in accordance with IOCL condition and specification.
 - c) All entries in the tender must be written in permanent ink or typewritten and there should be no erasures or over writing. Corrections, if any, should be attested under the full signature of the tenderer.
 - d) Wherever applicable, Tenderer should furnish particulars of their factory or workshop including location and machinery installed therein with the capacity for fabrication of those materials. In case their factory is located outside city limit, it will be the responsibility of the tenderer alone to maintain the supply schedule.
 - e) It shall be understood that every endeavour has been made to avoid error which can materially affect the basis of tender and the successful tenderer 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 tenderer of any clerical error or mistake which may occur in the general specification, schedules, plans or Tender Forms supplied to the tenderer.
 - f) Any terms and conditions attached / printed overleaf of the vendors offers will not be binding on IOC. Tenders with counter conditions will be rejected. Providing any details of rates offered in the techno-commercial bid section will lead to disqualification of the bidder.
 - g) Tenderer should read all conditions carefully and give the Undertaking for Acceptance of Tender Terms and Conditions strictly as per Format provided along-with tender document.
 - h) Legal disputes, if any, arising during the evaluation of the tender shall be within the Jurisdiction of the local court under whose jurisdiction the tender inviting office is situated. After placement of LOA / PO the legal dispute shall be within the jurisdiction of the local court under whose jurisdiction the PO issuing office is situated.
 - i) The tenderers shall also note that all care should be taken by the tenderer while unloading the materials at locations. In case of any accident while unloading the materials due to any reason, due to which any injury occurs to any person or property of Indian oil /tenderer/transporter or their men and machinery etc, the tenderer shall be responsible for all the consequences including compensation, legal cases etc. The successful tenderer shall indemnify IOCL on account of the above. It is recommended that the tenderer may take suitable insurance to take care of any such eventuality at the location.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

- j) Indian Oil reserves the right to accept or reject any or all tenders at any time at their sole discretion without assigning any reason whatsoever with no financial implications.
- k) It is mandatory for every tenderer to fill all the documents as set out in the tender document irrespective of their earlier association with INDIAN OIL CORPORATION LIMITED.
- l) Tenderers are advised not to upload/enclose unwanted and unasked documents with the tender. Any such documents, if uploaded, shall not be considered.
- m) Any sort of canvassing by the bidder / tenderer shall result into outright rejection of their offer.
- n) Unless otherwise specified, all the payments against this tender shall be done in Indian Rupees only. In respect of above clarification, if any, shall be obtained from IOCL.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

GENERAL CONDITIONS OF CONTRACT FOR SUPPLY OF EQUIPMENT/ MATERIALS

1.0 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 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



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

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.

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.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

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

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 Seller'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 Indentor 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 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 despatch 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,



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

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 dispatch 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 along with 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 dispatches 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:

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



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID
2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the
Period till 31st March 2026

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 governed 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, 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.



EOI no. – BD/NUCO/EOI/05/2022-23 (Tender ID 2022_MKTHO_152439_1) dated 17th June 2022

Empanelment of bidders for supply of Biodiesel (B-100) for the Period till 31st March 2026

IEM DETAILS

IOC:

Names of IEMs	:	Details of IEMs are available in URL: https://www.iocl.com/Integrity%20Pact
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BPCL:

Shri Ramabhadran Ramanujam, 44/24, 3rd trust Cross Street, Mandavelipakkam, Chennai 600028
raamaanuj@gmail.com, Mob. No. 9495511954

Shri Jagadip Narayan Singh, C- 54, Bharatendu, Harischandra Marg, Anand Vihar, New Delhi- 110092
jagadipsingh@yahoo.com, Mob. No. 9978405930

Shri Anupam Kulshreshtha, B-3/3, 'Yarrows Apartments', Plot C-58/5, Sector 62, Noida, UP -201309
Anupam8@gmail.com, Mob. No. 9968281160

HPCL:

Names of IEMs	:	Details of IEMs are available in URL: https://www.hindustanpetroleum.com/pages/integrity-pact
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(To be executed on plain paper and submitted along with Technical Bid for tenders having a value of 10 crores or more. To be signed by the same signatory competent/authorised to sign the relevant contract on behalf of IOCL.

(_____ Division)

Tender no. : _____

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of _____, 2008

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 400051 (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 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 all 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 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 commits 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 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) commits 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 any other 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 of 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 cartelise in the bidding process.
 - 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. 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. Further, 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.. Copy of CVC guidelines dated 13/01/2012 is annexed hereto as **Annexure A.**
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per proforma enclosed) 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 outlined 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):

- 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 agreement/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 Bidders, 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.
- 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 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 12 months after the completion of work under the Contract, or till the continuation of defect liability period, whichever 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.

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 Agreement/Pact, any action taken by the Owner/Principal in accordance with this Agreement/ 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 to 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.

ANNEXURE

(To be executed on plain paper and applicable for all tenders of value above Rs. 1 Crore)

INTEGRITY PACT

Between

Bharat Petroleum Corporation Limited (BPCL) hereinafter referred to as "The Principal"

And

..... hereinafter referred to as "The Bidder/ Contractor/ Supplier"

Preamble

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

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

Section 1 - Commitments of the Principal:

1. The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender, or the execution of the contract, demand, take a promise for or accept, for himself/ herself or third person, any material or immaterial benefit which he/ she is not legally entitled to.
 - (b) The Principal will, during the tender process, treat all Bidders with equity and reason. The Principal will, in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder confidential/ additional information through which the Bidder could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudiced persons.
2. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder/ Contractor/ Supplier:

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

- (a) The Bidder/ Contractor/ Supplier will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person, any material or immaterial benefit which he/ she is not legally entitled to, in order to obtain in exchange, any advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder/ Contractor/ Supplier will not enter with other Bidders into any undisclosed agreement or Understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder/ Contractor/ Supplier will not commit any offence under the relevant Anti-Corruption Laws of India; further the Bidder/ Contractor/ Supplier will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder/ Contractor/ Supplier 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.
 - (e) The Bidder/Supplier/Contractor shall make sure that the terms of this integrity Pact are also adopted by its sub-contractors, sub-sub-contractors etc, if any and submit such adoption confirmation proof to the Principal.
2. The Bidder/ Contractor/ Supplier will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts:

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

1. If the Bidder/ Contractor/ Supplier have committed a transgression through a violation of Section 2 such as to put his reliability or credibility into question, the Principal is also entitled to exclude the Bidder/ Contractor/ Supplier from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 6 months and maximum of 3 years.
2. A transgression is considered to have occurred if the Principal after due consideration of the available evidences, concludes that no reasonable doubt is possible.
3. The Bidder accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

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

Section 4 - Compensation for Damages:

1. If the Principal has disqualified the Bidder from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from the Bidder liquidated damages equivalent to Earnest Money Deposit/ Bid Security.
2. If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor/ Supplier liquidated damages equivalent to Security Deposit/ Performance Bank Guarantee.
3. The Bidder agrees and undertakes to pay the said amounts without protest or demur subject only to condition that if the Bidder/ Contractor/Supplier can prove and establish that the exclusion of the Bidder from the tender process or the termination of the contract after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/ Contractor/ Supplier shall compensate the Principal only to the extent of the damage in the amount proved.

Section 5 - Previous Transgression:

1. The Bidder declares that no previous transgression occurred in the last 3 years with any other Company in any country conforming to the TI approach or with any other Public Sector Enterprise in India that could justify his exclusion from the tender process.
2. If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Section 6 - Equal treatment of all Bidders/ Contractors/ Suppliers/ Subcontractors:

1. The Bidder/ Contractor/ Supplier undertake to demand from all subcontractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
2. The Principal will enter into agreements with identical conditions as this one with all Bidders, Contractors/ Suppliers and Subcontractors.
3. The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section-7 Punitive Action against violating Bidders/ Contractors/ Suppliers/ Subcontractors:

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

Section-8 Independent External Monitors:

1. The CVC has appointed competent and credible Independent External Monitors for this Pact.

The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal.
3. The Bidder/ Contractor/ Supplier accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Bidder/ Contractor/ Supplier. The Bidder/ Contractor/ Supplier will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The same is applicable to Subcontractors. The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor/ Supplier/ Subcontractor with confidentiality.
4. The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor/Supplier. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the Principal and request the Management to discontinue or heal the violation, or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the Independent External Monitor shall give an opportunity to the Bidder/Contractor/Supplier to present its case before making its recommendations to the Principal.
6. The Monitor will submit a written report to the Chairperson of the Board of the Principal within 8 to 10 weeks from the date of reference or intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
8. The word 'Monitor' would include both singular and plural.

Section-9 Pact Duration:

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

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

Section-10 Other Provisions:

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Mumbai. The Arbitration clause provided in the main tender document/ contract shall not be applicable for any issue / dispute arising under Integrity Pact.
2. Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
3. If the Bidder/Contractor/Supplier is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any Bidder/Contractor/Supplier entering into Integrity Pact, aggrieved by any decision/action of the Principal, shall approach the IEMs and await their decision before pursuing any other remedy available to him in law.

.....
For the Principal

.....
for the Bidder/ Contractor/ Supplier

Place

Witness-1:
(Signature/ Name/ Address)

Date

Witness-2:
(Signature/ Name/ Address)

The Independent External Monitor (IEM) should be contacted on their mobile /email, only if there are any complaints related to the tender. Details of IEM (appointed by CVC) are mentioned below-

Shri Ramabhadran Ramanujam	Shri Jagadip Narayan Singh	Shri Anupam Kulshreshtha
ADDRESS	ADDRESS	ADDRESS
44/24, 3rd trust Cross Street, Mandavelipakkam, Chennai 600028	C- 54, Bharatendu Harischandra Marg, Anand Vihar, New Delhi- 110092	B-3/3, 'Yarrows Apartments', Plot C-58/5, Sector 62, Noida, UP -201309
raamaanuj@gmail.com	jagadipsingh@yahoo.com	Anupam8@gmail.com
Mob. 9495511954	Mob 9978405930	Mob. No. 9968281160

ANNEXURE – 19**19. INTEGRITY PACT****PRE-CONTRACT INTEGRITY PACT****General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on _ day of the month of __ 20, between, on one hand, Hindustan Petroleum Corporation Limited acting through Shri (Designation of the officer,) Department (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s. _____ represented by Shri _____, _____, (hereinafter called the "BIDDER/Seller" which expression shall mean and include unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to procure _____ (Name what is being procured) and the BIDDER/Seller is willing to offer/has offered the (State what is being offered).

WHEREAS the BIDDER/SELLER is a private company/ public company/ Government undertaking / partnership / registered export agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of Indian/PSU performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence/unprejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:-


Enabling the BUYER to obtain the desired said stores/equipment item at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDER/SELLER to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by their officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the Buyer

- 1.1 The Buyer undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the Contract.
- 1.2 The Buyer will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular



BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

- 1.3 All the officials of the Buyer will report to SBU Head or concerned Functional Director of HPCL for any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.
2. In case of any such preceding misconduct on the part of such official(s) is reported by the BIDDER/SELLER to the BUYER with full and verifiable facts and the same is *prima facie* found to be correct by the Buyer, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Buyer the proceedings under the contract would not be stalled.
 - 2.1 The BUYER will exclude from the process all known prejudiced persons.
 - 2.2 If the BUYER obtains information on the conduct of any of its employees which is a criminal offense under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the BUYER will inform its Vigilance Office and in addition can initiate disciplinary actions.

Commitments of Bidders

3. The BIDDER/SELLER commits himself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commits himself to the following:-
 - 3.1 The BIDDER/SELLER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.
 - 3.2 The BIDDER/SELLER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Buyer or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the Contract or any other Contract with the BUYER for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the BUYER.
 - 3.3 BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.
 - 3.4 BIDDERS shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.
 - 3.5 The BIDDER further confirms and declares to the BUYER that the BIDDER is the original manufacturer/integrator and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to

recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

- 3.6 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Buyer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 3.7 The BIDDER/SELLER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 3.8 The BIDDER/SELLER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 3.9 The BIDDER/SELLER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER/SELLER also undertakes to exercise due and adequate care lest any such information is divulged.
- 3.10 The BIDDER/SELLER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 3.11 The BIDDER/SELLER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.
- 3.12 The BIDDER/SELLER or any employee of the BIDDER/SELLER or any person acting on behalf of the BIDDER/SELLER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of the BUYER has financial interest/stake in the BIDDER/SELLER's firm, the same shall be disclosed by the BIDDER/SELLER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

- 3.13 The BIDDER/SELLER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER.

4. **Previous Transgression**

- 4.1 The BIDDER/SELLER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India, that could justify BIDDER/SELLERs exclusion from the tender process.



- 4.2 The BIDDER/SELLER agrees that if it makes incorrect statement on this subject, BIDDER/SELLER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Earnest Money

- 5.1. While submitting commercial bid, the BIDDER/SELLER shall deposit an amount (to be specified in the RFP (Request for Proposal) as Earnest Money, with the BUYER through any of the following instruments (as specified In RFP):-

- (i) Bank Draft or a Pay Order
- (ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the BUYER, on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof for payment.
- (iii) Any other mode or through any other instrument (to be specified in RFP).

® **(iv) Through e-payment**

- 5.2. The Security Deposit & Retention Money shall be valid & retained by the buyer for such period as specified in the RFP/GTC.

- 5.3 In the case of successful BIDDER/SELLER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

- 5.4 No interest shall be payable by the BUYER to the BIDDER/SELLER on Earnest Money/Security Deposit for the period of its currency.

6. **Sanctions for Violation**

- 6.1 Any breach of the aforesaid provisions by the BIDDER/SELLER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER) shall entitle the BUYER to take all or anyone of the following actions, wherever required:-

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER / SELLER. However, the proceedings with the other BIDDER(s) / SELLER(s) would continue.
- (ii) The Earnest Money Deposit (in pre-contract stage) and/or Security Deposit Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER/SELLER.

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- (iv) To recover all sums already paid by the BUYER and in case of an Indian BIDDER/SELLER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER/SELLER from a country other than India with interest thereon at 2% higher than the L1BOR. If any outstanding payment is due to the BIDDER/SELLER from the BUYER in connection with any other contract for any other stores, such outstanding payment could a/so be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER/SELLER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER/SELLER. The BIDDER/SELLER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due the BIDDER/SELLER
- (vii) To debar the BIDDER/SELLER from participating in future bidding processes of the Government of India or the BUYER for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/SELLER(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER/SELLER, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The BUYER will be entitled to take all or any of the actions mentioned at para 6.1 (i) to (x) of this Pact also on the Commission by the BIDDER/SELLER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER/SELLER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.
- 6.3 The decision of the BUYER to the effect that a breach of the provisions of this Integrity Pact has been committed by the BIDDER/SELLER shall be final and conclusive on the BIDDER/SELLER. However, the BIDDER/SELLER can approach the Independent external monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

- a) The Bidder undertakes that during the previous one year, the Bidder has not supplied / is not supplying and/or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/Department of the Government of India or PSU.



- b) Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/agreed to supply similar product systems or subsystems in respect of same location to any other Ministry/Department of the Government of India or a PSU at a price lower than that mentioned in the present bid ("**Lower Price**"), then the Buyer by providing a written notice to the Bidder shall be at liberty to apply Lower Price to the contract and accordingly reduce the contract value. The Bidder further undertakes to refund to the Buyer the difference between payment received under the contract and the Lower Price ("**Price Difference**") within 15 days of receipt of the said written notice.
- c) In case the Price Difference is not received by the Buyer from the Bidder within the period stipulated under clause 7 (b), then the Buyer shall be free to recover the Price difference from any amount due and payable to the Bidder under any contract or transaction undertaken with the Buyer. "

8. Independent Monitors

- 8.1 The BUYER has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact, in consultation with the Central Vigilance Commission (Names and Addresses of the Monitors to be given).
- 8.2 The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 8.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project procurement, including minutes of meetings.
- 8.5 As soon as the Monitors notice, or have reason to believe, a violation of this Pact, he will so inform the C&MD of the BUYER Corporation.
- 8.6 The BIDDER(s) accepts that the Monitors have the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER/SELLER. The BIDDER/SELLER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with the confidentiality.
- 8.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.
- 8.8 The Monitors will submit a written report to the C&MD of the BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation



In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its authorised agencies & other Govt. authorities shall be entitled to examine all the documents including the Books of Accounts of the BIDDER/SELLER and the BIDDER/SELLER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the BUYER.

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

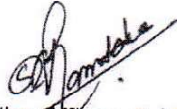
12. Validity

12.1 The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/SELLER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the Signing of the contract.

12.2 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.

13. The Parties hereby sign this Integrity Pact at _____ on _____

BUYER



Name of the Officer **S K RAMTEKE**

Designation **DSM - DROC. CPO**

HPCL

हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड
Hindustan Petroleum Corporation Limited

इंजीनियरिंग एवं परियोजनाएं विभाग
Engineering & Projects Department,

ग्रेशम एश्योरेंस हाउस,
1. Gresham Assurance House,

2 पी मॉडल, सर पी. एम. रोड,
2nd Floor, Sir P. M. Road,

पोस्ट बॉक्स नं. / Post Box No. 198,
फोर्ट, मुंबई - 400 001.

फोर्ट, Fort, मुंबई / Mumbai 400 001.

BIDDER

Name of the Officer

Designation

Name of the Organisation/Dep/Ministry/PSU

Witness

1. _____

2. _____