



GENERAL PURCHASE CONDITIONS

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GENERAL PURCHASE CONDITIONS

1.0 DEFINITIONS & INTERPRETATION

- 1.1 Unless repugnant to the subject or context hereof, the following expressions herein used shall carry the meaning hereunder respectively assigned to each, namely:
- 1.1.1 **"Acceptance of Tender"** means the acceptance of bid by the Purchaser through a Letter of Acceptance or Purchase Order, whichever is issued earlier;
 - 1.1.2 **"Bulk Consumables"** means items specifically defined in the Contract Documents to constitute bulk consumables;
 - 1.1.3 **"C.F.R."** means **"Cost and Freight"** delivery as per INCOTERMS;
 - 1.1.4 **"Contract"** means the contract between the Purchaser and the Vendor as derived from the Contract Document(s);
 - 1.1.5 **"Contract Document(s)"** means individually and collectively the documents constituting the Contract viz. the Tender Documents (including corrigenda, if any), Agreed Variations to the Tender Documents, Vendor's Priced Bid, Letter of Acceptance (if issued) and Purchase Order;
 - 1.1.6 **"Cross-Country Pipelines"** mean pipelines designed to transport liquid or gaseous hydrocarbons over long distances, traversing diverse regions, terrains, and crossings typically extending beyond the operational boundaries of individual stations;
 - 1.1.7 **"D.D.P."** means **"Delivered Duty Paid"** delivery as per INCOTERMS;
 - 1.1.8 **"Defect Liability Period"** means the period as provided for under Clause 18.9 herein, unless otherwise stipulated in the Purchase Order;
 - 1.1.9 **"Earnest Money Deposit (EMD)"** means the earnest money deposit as required under the Tender Documents;
 - 1.1.10 **"Equipment"** means plant, machinery, equipment, instruments, computer, control and other electronic and electrical systems, and shall include parts, components, assemblies and sub-assemblies thereof;
 - 1.1.11 **"Free Issue Material(s)"** means any Material(s), parts or components or spares to be supplied by Purchaser to the Vendor which are to be incorporated in any supply of Indigenous Material(s);

- 1.1.12 **“F.O.B”** means **“Free on Board”** delivery as per INCOTERMS;
- 1.1.13 **“F.O.T”** means **“Free on Truck”** delivery wherein unless otherwise specified the Vendor shall be responsible for loading the Material onto the truck at a specified loading point;
- 1.1.14 **“F.O.R”** means **“Free on Rail”** delivery wherein unless otherwise specified the Vendor shall be responsible for loading the Materials onto the rail at a specified loading point;
- 1.1.15 **“Imported Material(s)”** means the materials to be fabricated, manufactured or procured by the Vendor outside India for supply to India under the Contract;
- 1.1.16 **“INCOTERMS”** means the edition of INCOTERMS published by the International Chamber of Commerce, Paris at the time of issuance of Tender Documents;
- 1.1.17 **“Indigenous Material(s)”** means materials to be fabricated, manufactured or procured by the Vendor within India for supply under the Contract;
- 1.1.18 **“Inspectors”** means Inspectors including Third Party Inspectors nominated, appointed, approved or deputed by Purchaser for inspection of the Material(s) prior to Delivery;
- 1.1.19 **“Letter of Acceptance”** or **“LoA”** means a letter or fax or any other written mode from the Purchaser to the Vendor accepting the bid or offer made by the Vendor. It is clarified that Purchaser may issue Purchase Order(s) directly without issuing a Letter of Acceptance in every case;
- 1.1.20 **“Material(s)”** means any and all raw materials, manufactured articles, Equipment, spares and other goods and supplies and includes wherever applicable drawings, data, software, specifications and intellectual property rights and all services (including but not limited to design, fabrication, inspection, delivery, installation, testing and commissioning) required to be supplied, done, performed, prepared or undertaken to meet the requirements of the Contract;
- 1.1.21 **“Procurement Coordinator”** means representative or agency appointed by Purchaser for managing, expediting and/or coordinating the supply of Material(s);
- 1.1.22 **“Project”** means Purchaser’s project as specified under the Tender Documents;
- 1.1.23 **“Project Site”** means the site of the Project (unit, site, office or location) for which the Material(s) is/are required;

- 1.1.24 **“Purchase Order” or “PO”** means an order issued by Purchaser (including a GeM issued order) pursuant to the Letter of Acceptance issued by Purchaser or where Letter of Acceptance has not been issued, it shall mean the formal order issued by Purchaser (including a GeM issued order) accepting Vendor’s offer/bid;
- 1.1.25 **“Purchaser”** unless otherwise specified means Indian Oil Corporation Ltd. (IOCL), a company incorporated in India and having its registered office at G-9, Ali Yavar Jung Marg, Bandra (East) Mumbai – 400 051 and unless repugnant to the context or meaning shall include its successors and permitted assigns;
- 1.1.26 **“Quality Assurance Plan”** is a comprehensive document approved by Purchaser that outlines the systematic processes and procedures used to ensure a product, service, or project meets predefined quality standards and requirements.
- 1.1.27 **“Station Pipes”** mean pipes installed and used within the premises of a pumping station or pipeline station to support the operation and maintenance of the pipeline system;
- 1.1.28 **“Stipulated Delivery Period”** means the date(s) for delivery of the Material(s) as stipulated in the Contract and failing such stipulation, shall mean the date(s) for such delivery(ies) as agreed between the Vendor and Purchaser;
- 1.1.29 **“Tender Documents”** means Material Requisition/Request for Quote(RFQ)/ Notice Inviting Tender(NIT); addenda, if any, to the Tender Documents, Instructions to Bidders, General Purchase Conditions, Special Purchase Conditions, Special Conditions of Contract (if any), Specifications, Plans and Drawings, GeM Bid documents, if applicable and any other document specified in RFQ/NIT;
- 1.1.30 **“Total Contract Value”** means total value of the Material(s) to be supplied including total value of site work, if applicable as specified in the Purchase Order, exclusive of applicable taxes and duties;
- 1.1.31 **“Vendor”** means the successful bidder on whom the Purchase Order is placed by Purchaser and shall include its legal representatives, successors and permitted assigns.

1.2 INTERPRETATION OF CONTRACT DOCUMENTS

- 1.2.1 The Contract Documents forming a part of the Contract are to be read together as a whole in a harmonious manner and are to be taken as mutually explanatory.

- 1.2.2 Should there be any doubt or ambiguity in the interpretation of the Contract Documents or in any of them, the Vendor shall apply in writing to Purchaser for resolution of the doubt or ambiguity. Should the Vendor fail to apply to Purchaser within 7 (seven) days from the date of receipt of the Purchase Order or LOA, whichever is earlier, for its clarification as aforesaid, the Vendor shall perform the relative work and/or make the relative supply at its own risk. The decision of the Purchaser on any application hereof shall be in writing and final and binding upon Vendor and shall form part of the Contract Documents, with the intent that the Contract Documents shall be read as though the said decision is and was at all times incorporated therein.
- 1.2.3 Any item of supply or service relative thereto shown, indicated or included by expression or implication in any document forming part of the Contract shall be deemed to form part of the scope of supply with the intent that the indication or inclusion of the supply or service within any of the said documents shall be a sufficient indication of the scope of supply or service covered by the Contract.
- 1.2.4 No verbal agreement or assurance, representation or understanding given by any employee or officer of Purchaser or so understood by the Vendor shall anyway bind Purchaser or alter the Contract Documents unless specifically given in writing and signed by or on behalf of the authorized representative of Purchaser as an Agreed Variation to the Contract Document(s).
- 1.2.5 Clause headings given herein or any other Contract Documents are intended only as a general guide for convenience in reading and segregating the general subject of the various clauses but shall not govern the meaning or import of the clauses there under appearing or confine or otherwise affect the interpretation thereof.
- 1.2.6 The terms of the Contract shall be construed in accordance with INCOTERMS except to the extent the same have been derogated from expressly or by necessary implication in the Contract.
- 1.2.7 Terms and expression not herein defined shall have the meanings assigned to them in the Indian Contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, as case may be.
- 1.2.8 Unless otherwise stipulated in Contract Documents, the Contract shall be written in the Official Language or English. All correspondence and other Contract Documents, which the parties exchange, shall also be written/ translated accordingly in that language. For purposes of interpretation of the Contract, the English documents/ translation shall prevail.

1.2.9 IRRECONCILABLE CONFLICT

Subject to the provisions of Clause 1.2.1 hereof and unless otherwise specified in the Tender Documents, in the event of an irreconcilable conflict between the provisions of the Contract Documents such that the conflicting provision(s) cannot co-exist, to the extent of such irreconcilable conflict, the following order of precedence shall apply so that the conflicting provision(s) in the document lower in the order of precedence set out below shall give way to the conflicting provision(s) in the document higher in the order of precedence, namely:

- i. Purchase Order;
- ii. Letter of Acceptance (if applicable);
- iii. Agreed Variations to the Tender Documents;
- iv. Addendum/Addenda to the Tender Document;
- v. Additional Conditions of Contract
- vi. Special Conditions of Contract/Purchase;
- vii. General Purchase Conditions ;
- viii. Other Contract Documents

2.0 COMMENCEMENT OF CONTRACT

- 2.1 The Contract shall come into existence upon issuance of Acceptance of Tender by Purchaser either through Letter of acceptance or Purchase Order or GeM issued Order, whichever is earliest. Notwithstanding issuance of any SAP generated Purchase Order by the Purchaser subsequent to issuance of any Letter of Acceptance or a written Purchase Order, the Contract shall come into being as mentioned herein.

3.0 PERFORMANCE GUARANTEE

- 3.1 As security for the due performance of its obligations and due discharge of its liabilities under the Contract, the Vendor shall furnish to Purchaser, a Performance Bank Guarantee issued by a Commercial Scheduled Bank in India acceptable to Purchaser, in the format set forth hereto and marked as **Annexure-A ("PBG")** or Insurance Surety Bond from an insurer registered with Insurance Regulatory and Development Authority, acceptable to the Purchaser, in the format set forth hereto and marked as **Annexure-B ("ISB")**.
- 3.2 For Non-Rate Contract cases of items other than package & equipment, wherever applicable, Vendor shall furnish PBG/ISB equivalent to 5% of the order value (i) at the time of dispatch or (ii) within 45 (forty five) days of the issue of the Letter of Acceptance or Purchase Order, whichever is earlier.
- 3.3 In all Rate Contract cases and staggered delivery cases where supply period is one year or above, for procurement of items other than package & equipment,

wherever applicable, 5% of the order value upfront PBG/ISB shall be provided by the Vendor within 45 days of issuance of the Rate Contract / staggered delivery order.

- 3.4 For equipment and packages, PBG/ISB for 5% of order value, shall be furnished by the Vendor within 45 days of Letter of Acceptance or Purchase order.
- 3.5 EMD of the successful bidder(s) shall be released only after receipt of the required PBG/ISB and no interest shall be paid on this amount. If required validity of EMD submitted through BG need to be extended accordingly.
- 3.6 As alternative to PBG/ISB and for purpose as aforesaid, Vendor can also provide Demand Draft or use SWIFT/Electronic transfer to the Purchaser's bank account indicating the PO/LoA reference number and submitting proof of transfer.
- 3.7 Unless otherwise specified, PBG/ISB shall remain in force for the entire period required for the performance of the Contract and shall be valid for a period of 6 months after expiry of Defect Liability Period/warranty, as the case may be and shall have a claim period for atleast 3 (three) month thereafter.
- 3.8 Any shortfall in the value of the PBG/ISB, as a result of encashment by Purchaser either in full or in part, shall be made good by the Vendor within 7 (seven) days of notice by Purchaser to the Vendor in this regard. Any failure by the Vendor to furnish PBG/ISB or to enhance the value of the PBG/ISB as stated above shall constitute a default by the Vendor for which Purchaser shall, without prejudice to any other right or remedy available to it, be entitled to terminate the Contract.
- 3.9 Should the Vendor fail to furnish the PBG/ISB within the time specified or otherwise allowed by the Purchaser for the same, Purchaser may encash the Earnest Money Deposit, if any deposited by the Vendor. Without prejudice to any other right or remedy available to it, the Purchaser shall also be entitled to recover the same from invoice(s)/payables submitted by the Vendor under the Contract.

4.0 **PRICE**

- 4.1 Unless otherwise specifically stipulated in the Contract, the price shall be firm and fixed for the entire period and scope of Contract, including extensions/renewal, if any and shall not be subject to escalation for any reason, whatsoever.
 - 4.1.1 Unless otherwise specifically stipulated in the Tender Documents and subject to applicable INCOTERM, the price quoted by the bidder shall be inclusive of but not limited to cost of all raw material and processes, manufacturing, inspection, tests, rejections, storage, handling and also deemed to

- (i) include all road/rail/air/sea worthy water-proof packing and forwarding charges up to delivery point, as mentioned in the Contract
 - (ii) inclusive of inland freight/ air freight/ocean freight, port charges and local taxes (if any) as leviable on the transportation or entry of goods into any local area or limits, pursuant to the Contract;
 - (iii) include all loading, unloading, packaging, forwarding, transportation, insurance charges, inland freight and local taxes (if any) as leviable on the transportation or entry of goods into any local area or limits pursuant to the Contract unless otherwise specified.
- 4.1.2 For avoidance of doubts, unless otherwise stipulated, the price for Imported Material(s) shall be the FOB/FCA price of materials and shall be inclusive of sea/air worthy packing and forwarding charges (as the case may be) and additionally ocean freight and port charges in case of C.F.R Contract.
- 4.2 Deduction of taxes at source if any, will be made as per applicable laws.
- 4.3 If it is stipulated that local taxes (if any leviable) are to be borne by Purchaser, the Vendor shall arrange for the transporter to pay the same and claim reimbursement thereof from Purchaser against proof of payment.
- 4.4 If it is stipulated that dispatch shall be on “freight to pay basis”, the Vendor shall advise the transporter to collect the freight from the Purchaser after the full quantity of the Material(s) has/have been delivered in good condition to the Project Site.

5.0 TERMS OF PAYMENT

5.1 For Imported Material(s):

- 5.1.1 The Price of Imported Material(s) shall be paid in the currency specified in the Tender Documents.
- 5.1.2 Payment shall be made either through direct remittance (if permissible under applicable law and rules) or under a Letter of Credit at sight. The Letter of Credit shall be substantially in the format set forth in the **Annexure-C** hereto be established either by the State Bank of India or any other approved bankers of Purchaser in India. Bank charges payable to Purchaser’s banker for opening of the Letter of Credit shall be borne by Purchaser and bank charges payable to the Vendor’s banker shall be borne by the Vendor. Should the Vendor desire to get the Letter of Credit confirmed by any other banker, confirmation charges will be borne by the Vendor.
- 5.1.3 Subject to other terms of the Contract including furnishing of PBG/ISB, where applicable, 100% (one hundred percent) of the Price (after considering price discount, if any, as per Clause 11) will be paid, on submission of original documents as specified in the Letter of Credit and the Contract.

5.1.4 Unless otherwise specified, the Vendor may draw against the Letter of Credit on presentation of all the following documents:

- i) Invoice;
- ii) Clear Bill of Lading/Airway Bill covering the Material(s) invoiced;
- iii) Packing list for the consignment;
- iv) Third party Inspector's Certificate covering the invoiced Material(s), wherever applicable;
- v) Test/Composition Certificate;
- vi) Certificate of origin;
- vii) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable;
- viii) Export Certificate, wherever applicable;
- ix) Invoice of Inspector's charges, wherever applicable;
- x) Purchaser's acknowledgement of PBG/ISB, wherever applicable;
- xi) Copy of Dispatch clearance (DCC), if any.
- xii) Guarantee / Warranty Certificate, as applicable
- xiii) Any other documents as mentioned in the Contract Documents.

5.1.5 Unless otherwise agreed, the Letter of Credit shall not permit drawing in more than 3 (three) tranches.

5.1.6 The financial settlement of the Vendor's invoice is liable to be withheld in the event the Vendor fails to submit the drawings, data and all other documents as called for in the Contract. This right is in addition to any of right of recovery available to the Purchase in line with Contract.

5.2 For Indigenous Supply:

5.2.1 Unless otherwise specified, where the Total Contract Value does not exceed Rs. 10,00,000/- (Rupees Ten Lakh only), Purchaser shall release 100 % of the Price of Material(s) within 30 days of receipt of the Material(s) at the Project Site subject to tests and acceptance of Materials by Purchaser.

5.2.2 Unless otherwise specified, where the Total Contract Value exceeds Rs. 10,00,000/- (Rupees Ten Lakh only), Purchaser shall release 90% of the Price against the delivery of the documents by the Vendor to the satisfaction of the Purchaser as specified in Clause 5.2.3 hereinbelow through Purchaser's bankers and will release the balance 10% on the Vendor's invoice within 30 (thirty) days of receipt of Material(s) at the Project Site and its/their acceptance. However, if commissioning is involved, then the balance 10% payment shall be released after successful delivery, installation and commission of the Material(s).

5.2.3 Unless otherwise mentioned, the specified documents are:

- i) Tax Invoice
- ii) Clear Railway Receipt/Truck Receipt/Goods Receipt/ Way Bill covering the Material(s) invoiced
- iii) Delivery Challan
- iv) Packing list for the consignment, if applicable

- v) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
- vi) Test/Composition Certificate, wherever applicable
- vii) IBR Certificate/CMRS Certificate, wherever applicable
- viii) Drawing(s)/Catalogue(s) covering the Material(s) , wherever applicable
- ix) Guarantee/Warranty Certificate(s), wherever applicable
- x) Invoice of Inspector's charges, wherever applicable
- xi) Freight Memo(s) if freight is not included in the Price and the RR/TR/GR does not give the freight particulars.
- xii) Acknowledgement by Purchaser of receipt of Performance Bank Guarantee/ISB (wherever applicable)
- xiii) Counter foils of Entry forms, if applicable
- xiv) Any other documents as mentioned in the Tender.

5.2.4 In all cases, where Material is delivered to the Project Site or any premises of Purchaser, full payment, within 30 days of receipt of invoice, shall be made on submission of the invoices duly supported by acknowledged challan and/or receipt of material receipt notes from authorized Officers of Purchaser and acceptance of the Material by Purchaser. However, if commissioning is involved, then the balance 10% payment shall be released after successful delivery, installation and commission of the Material(s).

5.2.5 The financial settlement of the Vendor's invoice is liable to be withheld in the event the Vendor fails to submit the drawings, data and all other documents as called for in the Contract. This right is in addition to any of right of recovery available to the Purchase in line with Contract.

5.3 In case of Cross Country Pipelines, pipes to be delivered at stockpiles to be arranged & maintained by Vendor, subject to other conditions of Contract, 95% of invoice amount along with 100% GST amount will be paid by Purchaser against inspection and acceptance of pipes at stockpile. Balance 5% will be paid upon lifting of pipes by pipeline laying contractor/ Purchaser's representative or immediately after completion of free storage period against submission of bank guarantee, in a format acceptable to the Purchaser, for equivalent amount (for the pipes not lifted by the pipeline laying contractor/owner's representative). This bank guarantee (BG) will be in addition to PBG/ISB.

5.4 In case of payment for Station Pipes, subject to other conditions of Contract, 100% of invoice amount shall be paid against receipt and acceptance of pipes at stockpile.

6.0 INVOICING & NEGOTIATION OF DOCUMENTS

6.1 For Indigenous Materials, Invoices and other documents including technical catalogues, inspection certificate and inspectors release note shall be forwarded by the Vendor to Purchaser, for direct payment, as under:

- i) original plus one copy of invoice along with requisite number of full sets of documents as per PO to payment releasing office

- ii) one copy of invoice along with requisite number of full sets of documents as per PO to consignee including technical catalogues, inspection certificate and inspectors release note
 - iii) one copy of invoice along with requisite number of full sets of documents as per PO to PO releasing office.
 - iv) any other document, in terms of the Contract Documents.
- 6.2 The payment shall be released by Purchaser through electronic mode.
- 6.3 Where payment is to be released to the Vendor against dispatch documents through the bank, the Vendor shall forward two complete original sets of the documents specified in Clause 5.2.3 to the specified banker of Purchaser with a stipulation that the banker shall forward one set of the documents to Purchaser with LC(s) intimation and acceptance before retirement of the documents from the Bank. Documents will not be retired by the bank failing strict compliance by the Vendor of the above-mentioned dispatch requirements.

7.0 THE BILL OF MATERIAL(S)

- 7.1 Where the price is a lumpsum price and pro-rata payment is envisaged in the Purchase Order, the Vendor shall within 45 (forty five) days of the issue of the Purchase Order furnish to Purchaser, for approval, a priced and detailed Bill of Material(s)/ billing schedule as required covering all Material(s), which shall conform to the price break-up and Total Contract Value given in the Purchase Order. The Bill of Material(s) shall operate as the billing schedule for payment of the price of the Material(s). No payments shall be made to the Vendor unless the Bill of Material is approved by Purchaser.
- 7.2 In preparing the Bill of Material(s), the Vendor shall ensure that all Material(s) are included in the Bill of Material(s) so as to ensure that no excess taxes or duties are leviable on or payable by Purchaser on a value in excess of the total value of taxes indicated in the Contract. Should Purchaser be required to pay excess taxes or duties the Vendor shall reimburse such excess payments to Purchaser.
- 7.3 The material safety data sheets in the case of catalysts and chemicals and other items, wherever applicable, shall be submitted within 30 (thirty) days after receipt of the Purchase Order for approval by Purchaser.

8.0 FREIGHT, TAXES AND DUTIES

- 8.1 Subject to the provision of Clause 8.2 hereunder, C G S T & S G S T / I G S T payable on the supply and delivery of Material(s) pursuant to the Contract will be paid at actual within the contractual delivery date. Any increase in the rates of the CGST & SGST/ IGST within the contractual completion date or approved extended contractual completion date will be borne by Purchaser but not beyond the contractual delivery date or extended contractual delivery date. However, the benefit of any reduction must be passed on to Purchaser.

- 8.2 Central GST (CGST) & State GST (SGST) / Integrated GST (IGST) payable or reimbursable by Purchaser to the Vendor on supply of indigenous Materials shall be included in and shown separately in the Vendor's Tax invoice for the Material(s). The Vendor shall prior to dispatch of the Material(s) obtain from Purchaser a list of the documents required by Purchaser to enable it to avail of the relative benefits including but not limited to Input Tax Credit ("ITC"). The Vendor should ensure that there is no incongruity of documents on GST portal which may prevent Purchaser from availing the benefit of ITC. In case Purchaser is denied the benefit of ITC, Purchaser shall be within its rights to recover the said amount, as denied from the Vendor. Payment or reimbursement of CGST & SGST/IGST to Purchaser shall be made upon the Vendor furnishing the relevant documents.
- 8.3 Freight, if any, along with CGST & SGST/IGST thereon payable or reimbursable by Purchaser shall be invoiced and shall be paid/reimbursed by Purchaser after receipt of the material(s) at the Project Site.
- 8.4 If any reimbursement or collection of the taxes or duties by the Vendor from the Purchaser is in excess of the taxes and/or duties actually paid by the Vendor, the Vendor shall forthwith refund such excess to Purchaser together with interest thereon at 1% (one percent) per annum above the Marginal Cost of Funds Based Lending Rate(MCLR) rate (or rate that replaces it) of State Bank of India (SBI) from the date of collection until the date of refund.
- 8.5 Wherever road permits / entry form or way bill etc. are required to be arranged by Purchaser, the same will be arranged by receiving location / state offices of Purchaser. Vendor has to coordinate with concerned Purchaser offices immediately on placement of Purchase Order.

9.0 DELIVERY AND TERMS OF DELIVERY

- 9.1 Unless otherwise specified and subject to other terms and conditions of the Contract, the manner of Delivery, in case of Indigenous Material shall be:
- (a) on boarding of the Materials at specified dispatch point in case of F.O.T/ F.O.R - dispatch point; or
 - (b) the unloading of the Material at destination point in case of F.O.T/ F.O.R - destination point; or
 - (c) the arrival of the Materials at the Project Site in case of DDP.
- 9.2 Unless otherwise specified and subject to other terms and conditions of the Contract, Delivery in case of Imported Material shall be:
- a) In case of CFR, FCA or FOB on boarding of the Imported Material securely packed at the designated carrier place of shipment;
 - b) In case of DAP at the designated destination place;
 - c) In case of DDP at the Project Site or such other place as specified by the Purchaser.

- 9.3 The date and time for Delivery as provided in the Contract Documents shall be adhered to by the Vendor with the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the Contractual Delivery Date. The delivery of the Material is to be completed within Contractual Delivery Date (CDD) as mentioned in the Purchase Order.
- 9.4 If any delay is anticipated by the Vendor in the Delivery beyond the Contractual Delivery Date, the Vendor shall forthwith inform Purchaser in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay and shall promptly keep Purchaser informed of all subsequent developments.
- 9.5 Notwithstanding any such intimation to Purchaser by the Vendor, the Vendor shall continue to be liable to maintain the Contractual Delivery Date(s), as stipulated.
- 9.6 The transfer of property and risk in Indigenous Material(s) shall be deemed to take place as follows:
- 9.6.1 For F.O.R. or F.O.T. (dispatch point): On handing over the Material(s) to the carrier against receipt of clean Railway Receipt/Truck or Lorry Receipt and such receipt having been handed over to Purchaser.
- 9.6.2 For F.O.R (destination station) : On removal of the Material(s) by Purchaser from the railway authorities at the destination station.
- 9.6.3 For FOT (destination station)/ Equipment sent freight/carriage paid to the Project Site: On receipt of the Material(s) by Purchaser at the Project Site.
- 9.7 The transfer of property and risks in Imported Material(s) shall take place as per the specified INCOTERM.

10.0 EXTENSION OF TIME FOR DELIVERY

- 10.1 If failure to deliver by the Contractual Delivery Date has arisen from any cause which the Purchaser may agree as reasonable ground for extension of time for delivery, the Purchaser may, upon a written request from Vendor in this regard, allow such additional time as it considers to be justified in the circumstances of the case. Nothing contained herein shall limit or affect the Purchaser's right to terminate the Contract or take such other action as per the Contract as the Purchaser may deem fit under the circumstances.
- 10.2 The mere fact that the Purchaser shall not have terminated the contract or that the Purchaser has permitted the Vendor for the time being, to continue with the Contract for its completion shall not prejudice the full rights and remedies available to the Purchaser under the contract arising out of the delayed Delivery, including the right of Price discount, damages and/or termination. Such

permission(s) shall unless specifically stated to be an extension of time under this, not be construed as extension(s) of time in terms hereof, and shall merely constitute an indication or intimation, as the case may be, of the Purchaser's willingness, for the time being, to accept the delayed completion, subject to its rights under the Contract.

11.0 PRICE DISCOUNT

11.1 In case scope of Contract includes only supply:

11.1.1 If any Material(s) is/are not delivered within the Contractual Delivery Date(s) stipulated in respect thereof, Purchaser shall be entitled to a discount by way of Price adjustment in a sum equivalent to 0.5% (one half percent) of the Total Contract Value of such Material(s) per week or part thereof that the Material(s) remain(s) undelivered beyond the Contractual Delivery Date in respect thereof, subject to a maximum discount of 5% (five percent) of the Total Contract Value. Accordingly, Vendor shall prepare an invoice with equivalent reduction in value and submit/present the same to the Bank/Purchaser for payment. Should the Vendor fail to deliver the Material(s) or to make such adjustment, the discount may be recovered by any other means by Purchaser, including by forfeiture of Performance Bank Guarantee/ISB under this Contract or any other contract with Purchaser.

11.1.2 The starting date for discount calculation shall be subject to variation upon extension of Contractual Delivery Date(s) stipulated in respect thereof with a view that upon any such extension there shall be an equivalent extension in the starting date for discount calculation under Clause 11.1.1 hereof.

11.2 In case scope of work includes supply and site work:

11.2.1 For Delay in either supply and/or site works: The Price adjustment shall be applicable @ 0.5% of Total Contract Value per week of delay or part thereof subject to maximum of 5% of Total Contract Value.

11.2.2 In the event, the value and Contractual Completion Date of Supply and Site Work are separately provided for, the Price adjustment shall be levied @ 0.5% of such value of supply or site work for per week of delay or part thereof, subject to a maximum of 5% of such value of supply or site work, as the case may be.

11.3 In case of package items as specified in the Tender Documents (ordered as a complete system), the price adjustment shall be applicable on the entire order value of that package and not on the value of the undelivered portions (even though a billing breakup has been approved) @ 0.5% (one half percent) for delay per week or part thereof subject to maximum of 5% of Total Contract Value.

- 11.4 In case of purchase of Bulk Consumables where tolerance limit is specified (e.g. pipes, cables etc.), price adjustment Clause as per 11.1.1 shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.
- 11.5 It is specifically acknowledged that the provisions of Clause 11 constitute purely a provision for price adjustment and/or fixation and are not to be understood or construed as a provision for liquidated damages or penalty under Section 74 of the Indian Contract Act or otherwise.
- 11.6 Price Adjustment shall be without prejudice to right of the Purchaser to recover from the Vendor, actual direct damage if suffered by the Purchaser on account of such delayed performance.
- 11.7 Any price adjustment shall be without prejudice to Purchaser's right to terminate the Contract for delay. If the Contract is terminated for delay in delivery, the price discount in terms of Clause 11.1.1 shall be calculated on contractual value of such undelivered material covered by such termination, from the stipulated date of delivery till the date of termination of the Contract.
- 11.8 Without prejudice to its rights under Clause 11 hereof , Purchaser may at any time after the expiry of the Contractual Date of Delivery in respect of any Material(s), at its discretion terminate in whole or part the Contract in respect of the undelivered Material(s) or any of them and either purchase such Material(s) from any other available source at the risks and costs of the Vendor and recover from the Vendor any additional cost incurred by it on such purchase or recover from the Vendor without such purchase (in case the material(s) is sourced from Purchaser's inventory) the difference between the market and contract price of such Material(s) on the date of termination of the Contract relative thereto.

12.0 FORCE MAJEURE

- 12.1** No failure, delay or omission by either Party to perform or fulfill any of its obligations under Contract shall give rise to any claim against the affected Party or be deemed to be a breach of a Contract if and to the extent such failure, delay or omission arises from Force Majeure. "Force Majeure" as employed in this contract shall mean any event or circumstance or combination of events or circumstances that: (1) prevent or delay the affected Party (the "Affected Party") from performing in whole or in part its obligations pursuant to the terms of this Contract ; (2) are unforeseen and not within the Affected Party's reasonable control; and (3) are unavoidable by the exercise of due diligence by the Affected Party acting as a reasonable and prudent Party under the relevant circumstances. Subject to satisfaction of the conditions specified in items (1), (2), and (3) above, Force Majeure shall include wars (declared or undeclared) or revolutions, civil wars, acts of terrorism, typhoons, cyclones, hurricanes, tidal waves, fires, major floods, riots, earthquakes, epidemics, quarantine restrictions, freight embargoes, nation- wide transporters' strikes, state-wide strikes

and national strikes or any order or directive of regulatory or government authority provided that such order or directive is not a result of any non-compliance of applicable law by the Party claiming Force Majeure.

- 12.2 For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide strike), commercial hardship, strike, shutdown or lockout other than as specified above shall not constitute a Force Majeure event.
- 12.3 The Party claiming Force Majeure shall (i) provide a written notice to the other Party immediately upon occurrence of Force Majeure and in any event within 7 (seven) days of occurrence thereof (ii) Update the notice giving full details of event of Force Majeure duly certified by the local chamber of commerce or statutory authorities or verified news in public domain (iii) give access to the other Party, if so requested, to inspect the premises or verify the fact of occurrence of Force Majeure (iv) perform the Contract if and to the extent substituted performance is possible (v) use all reasonable efforts to prevent and reduce the effect of such Force Majeure.
- 12.4 Neither Party shall be allowed to claim any Force Majeure unless the event or the effect thereof lasts for a period of at least 72 (seventy-two) consecutive hours.
- 12.5 If a Party is prevented from fulfilling its contractual obligations for a continuous period of 60 (sixty) days because of Force Majeure, then the Vendor and Purchaser shall consult with each other with a view to agreeing on the action to be taken under the circumstances, and failing such agreement, Purchaser shall be entitled to terminate the Contract in whole or to the extent the performance is prevented by Force Majeure, which shall operate as a complete discharge of all future obligations under the Contract with respect to the terminated part.

13.0 WARRANTY OF TITLE

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

patents or other third party intellectual property.

14.0 SPECIFICATIONS, DRAWINGS AND DATA REQUIREMENT

- 14.1 Materials offered and supplied should conform to the specifications of the Purchaser, the Purchase Order and terms of the Contract.
- 14.2 The Vendor shall submit drawings, data and documentation in accordance with (but not limited to) what is specified in the Tender Documents and/or Vendor's drawing and data form attached to the Purchase Order, within 30 (thirty) days of the Purchase Order.
- 14.3 The types, quantities and time limits for submittals as specified under Clause 14.2, must be duly followed by the Vendor. The Material(s) shall be deemed not to have been delivered for all purposes (including payment) until completion of the said submissions to the satisfaction of Purchaser.
- 14.4 Wherever applicable, Vendor should mention the brand name /make & model and enclose literature / pamphlets giving comprehensive details of the materials and the maintenance manual for support of Materials. Vendor shall also enclose copies of test reports, if any, and design & performance chart etc. for the Materials.
- 14.5 When tenders are called for in accordance with drawings, specification or sealed pattern, the Vendor's tender 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.
- 14.6 The Vendor 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 therefor may not be made in specification of drawings.

15.0 FREE ISSUE MATERIAL

- 15.1 If the Contract involves the issuance of any Free Issue Material(s) by the Purchaser:
 - 15.1.1 The Vendor shall prior to taking delivery of the Free Issue Material(s) arrange for a Bank Guarantee for the full value of the Free Issue Material in the format set forth in Annexure-D hereto valid from the date of the receipt of the Free Issue Material(s) until delivery of the Material(s) in which the Free Issue Material(s) has/have been incorporated along with a claim period from date thereof.
 - 15.1.2 The Vendor shall inspect the Free Issue Material(s) at the time of taking delivery

thereof and satisfy itself of the quality, quantity and condition of the Free Issue Material(s). Purchaser shall not be liable for any claims or complaints whatsoever in respect of the quality, quantity or condition of the Free Issue Material(s) once the Vendor has taken delivery thereof.

- 15.1.3 Vendor shall provide acknowledgement to Purchaser along with date on the material issue voucher giving full particulars of the material and quantity issued.
- 15.1.4 All Free Issue Material(s) shall be taken delivery of, transported, held, stored and utilized by the Vendor as trustee of Purchaser, and delivery of the Free Issue Material to the Vendor shall constitute an entrustment thereof by Purchaser to the Vendor with the intent that any transportation, utilization, application or disposal thereof by the Vendor otherwise than for incorporation in the Indigenous Material(s) shall constitute a breach by the Vendor.
- 15.1.5 The Vendor shall transport the Free Issue Material(s) only by such transportation as is suitable and shall hold and store the Free Issue Material(s) only at such place and/or premises that are air and water tight and otherwise suitable for the storage of the Free Issue Material(s) so as to prevent damage or deterioration or theft or other loss, and shall arrange such watch and ward as shall be necessary to ensure the safety thereof.
- 15.1.6 Notwithstanding the Bank Guarantee mentioned in Clause 15.1.1 above, the Vendor shall replace any Free Issue Material(s) which is/are lost, damaged, misused, stolen or deteriorated with other material(s) of equivalent quantity and quality and condition, and the same shall be deemed to constitute Free Issue Material(s) and the provisions of sub-clauses hereof shall apply thereto in the same manner as to the originally supplied Free Issue Material(s).
- 15.1.7 Unused material(s) from the Free Issue Material(s) shall be returned by the Vendor to Purchaser and if Purchaser so directs, the Vendor shall dispose of the same by sale or otherwise on such terms and conditions as Purchaser may stipulate or approve and the Vendor shall pay to Purchaser the sale proceeds of the U n u s e d material(s) so disposed of by sale.

16.0 MODIFICATION

- 16.1 Subject to provisions of Clause 16.2, the Purchaser shall have the right to seek changes or modifications in the technical documents, quantities and/or specifications comprised in the Contract.
- 16.2 Upon receipt of a written communication from the Purchaser for change(s)/modifications, the Vendor shall within the time as may be specified by the Purchaser, furnish in writing to the Purchaser an estimate of the additional cost or benefit for the change(s) and/or modification(s) and its effect on the Delivery date.

- 16.3 On the basis of the revised time lines and cost, the Purchaser shall issue an amendment to the Purchase Order, and the Vendor shall promptly proceed with the change(s)/modification(s) contemplated by the amended Purchase Order.

17.0 INSPECTION AND TESTING

- 17.1 In addition to any tests to be conducted by the Vendor under the Contract or any applicable codes or standards, the Material(s) shall be subject to inspection and/or testing by Inspector(s) (including Third Party Inspector(s)) at any time prior to shipment and/or despatch and final inspection within a reasonable time after arrival at the Project Site. The Inspector(s) shall have the right to carry out the inspection or testing, which will include inspection and testing of the raw materials at manufacturers shop, at fabricators shop and at the time of actual dispatch before and/or after completion of packing and upon delivery at the Project Site.
- 17.2 In addition to testing and inspection by Inspectors, Purchaser may nominate an institutional agency like Boiler-Inspectorate for official testing of coded Equipment. The Vendor shall ensure that all procedures for preparation and performance of tests prescribed by such institution shall be scrupulously complied and observed.
- 17.3 Unless otherwise specified in the Contract, the inspection shall be carried out as per the relevant standards/scope of inspection provided along with the Tender Documents/Purchase Order.
- 17.4 All charges for Inspectors for such inspections required by Purchaser as per Contract shall be borne by Purchaser. These charges shall either be paid directly by Purchaser or be paid by the Vendor and reimbursed by Purchaser or as may be specified in the Tender Documents. However, no charges will be payable by Purchaser in the event the inspection has become infructuous.
- 17.5 All manufacturers' mill test certificates and analytical reports from material laboratories in respect of raw materials employed and components incorporated in the Materials shall have to be presented by the Vendor to Purchaser.
- 17.6 Before shipping or dispatch, the Material(s) will have to be checked and stamped by the Inspector(s) (including Third Party Inspector(s)) who may forbid the use and dispatch of any equipment and/or Material(s) which during tests and inspection fail(s) to comply with the specifications, codes and testing or other contractual requirements applicable thereto, and the Vendor shall not tender such rejected Material(s) for supply to Purchaser nor shall incorporate the same in any Material(s) to be tendered for supply to Purchaser.
- 17.7 The Vendor shall notify Purchaser and the Inspector at least 30 (thirty) days in advance, of the schedule of all inspection as per Quality Assurance Plan prior to the initiation of equipment fabrication. Purchaser and the Inspector shall be

notified eight (8) calendar days in advance of any changes in the schedule of inspection/ test.

- 17.8 The Vendor will inform Purchaser at least eight (8) days in advance of the exact place, date and time of tendering the Material(s) for required Inspection and provide free access to the Inspector(s) during normal working hours at Vendor's or his/its sub-Suppliers/contractors' works, and place at the disposal of the Inspector(s) all useful means for undertaking the inspection, checking the results of tests performed, marking the Material(s), getting additional tests conducted and final stamping of the Material(s).
- 17.9 All tests in the scope of Vendor will be performed at the Vendors' expense and/or if required by the Inspector(s), shall be conducted in accordance with the Inspector's instructions. The Vendor shall also bear the expense for the preparation and rendering of tests required by the Boiler Inspectorate or other statutory testing or certifying agencies/institutions.
- 17.10 Purchaser may, at its own expense, have its representative(s) witness any test or inspection. In order to enable Purchaser's representative(s) to witness the tests/inspections, Purchaser will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections/ tests.
- 17.11 Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of delivery as on arrival at the Project Site and after its erection or start up or consumption, and during the Defect Liability Period. The inspections and tests are merely intended to prima facie satisfy Purchaser that the Material(s) and the parts and components comply with the requirements of the Contract.
- 17.12 The Vendor's responsibility shall also not be anyway reduced or discharged because Purchaser or Purchaser's representative(s) or Inspector(s) shall have examined or commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).
- 17.13 Unless otherwise specifically permitted by the Contract, no Material(s) shall be dispatched for delivery or delivered under the Contract without being stamped or otherwise approved for delivery by the Inspector(s).
- 17.14 Notwithstanding approval by the Inspector(s), if on testing and/or inspection after receipt of the Material(s) at Project Site, any Material(s) is/are found not to be in strict conformity with the contractual requirements or specifications, Purchaser shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract. The provision of Clause 18.5 to 18.11 shall

mutatis mutandis apply to such rejected Materials.

- 17.15 The materials shall be manufactured at the place named in the bid or at such place or places as may be approved by Purchaser.

18.0 ACCEPTANCE OF MATERIALS WARRANTIES & GUARANTEES

- 18.1 The Vendor acknowledges that notwithstanding the provision or approval of any drawings, designs, specifications, source of supply or other data relative thereto by Purchaser and/or the testing of Material(s) in accordance with the requirements of the Contract or any applicable code or specification and/or any inspection of the input or Material(s) by the Inspector(s) or issue of an inspection certificate relative thereto and/or any other act, matter or thing done or required by Purchaser to satisfy itself of the quality, quantity, sufficiency or efficiency of the Material(s) prior to delivery thereof and/or the transfer of title and/or risks in relation to the Material(s), it shall not be deemed or understood to constitute acceptance of the Material(s) by Purchaser nor shall Purchaser be understood to have accepted any Material(s) unless such Material(s) have been received at the Project Site of Purchaser and found to be acceptable as evidenced by a certificate of acceptance issued by Purchaser. Provided, that in case of plant, machinery, equipment and parts and components, the same shall not be deemed to accepted unless they have been incorporated into the relative Project unit and the said unit has been tested and the relative plant, machine, equipment, part or component has successfully functioned without patent defect.

- 18.2 To this end, the Vendor guarantees that:

18.2.1 All Materials used in the execution of the Contract and all Material(s) used in performance thereof shall be in strict compliance and conformity to the characteristics, requirements and specifications as per the Contract and suitable for the purpose for which such Material(s) are intended to be used if such purpose has been disclosed or is/are suitable for use to which such Material(s) are ordinarily put to use, if such purpose has not been disclosed.

18.2.2 In the case of machinery, plant or equipment with rated capacities, outputs or other characteristics, that the machinery, plant or Equipment as the case may be, shall function to such capacities and/or outputs and shall meet the other characteristics required in respect thereof.

- 18.3 The Vendor further undertakes to replace any Material(s) if found not to conform to the guarantees aforesaid at any time during the Defect Liability Period applicable thereto. Purchaser shall give written notice of such defect to the Vendor and of the rejection of the defective Material(s).

- 18.4 If the defect can be rectified or repaired without diminishing the quality, utility, efficiency or life of the Material(s), instead of outright rejection of the

Material(s), Purchaser may at its discretion permit the Vendor to rectify the defect(s) within a period to be specified by Purchaser in this behalf in the notice. 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 dispatched by the Vendor on 'FREIGHT PAID' basis. In case Vendor fails to take action to rectify the defect(s) within the period specified to the satisfaction of Purchaser, Purchaser may at its discretion, at the risk and cost of the Vendor in all respects, rectify or repair or cause to be rectified or repaired the defect(s) either by itself or through any other source or agency, or reject the defective Material(s).

18.5 Without prejudice to the rights as contained under Clause 18.3 and 18.4, should Purchaser be unable to rectify or repair or get rectified or repaired the defect(s) within a reasonable time, Purchaser may, reject the defective Material(s) and date of first information to Vendor about the defect shall be taken as date of rejection.

18.6 The Vendor shall repair, rectify and/or replace, as the case may be, the defective and rejected Material(s) without entitlement to any extra payment. Unless otherwise specified in the Contract Documents, D.D.P. shall apply for such replacement parts or components or Material(s) at Project Site with respect to imported parts or components or Materials.

18.7 The Vendor shall at its own risk and cost remove any rejected Material(s) from the Project Site, and in case of plant, machinery, equipment, parts or components which have been installed, cause the same to be dismantled and removed from the Project Site subject to the Vendor in all cases prior to the removal of the rejected Material(s) from the Project site:

18.7.1 furnishing a bank guarantee to Purchaser having validity as well as claim period in line with the directions issued by the Purchaser, from a Scheduled bank in India, (including an Indian branch of a foreign bank), acceptable to Purchaser and in a format set forth in Annexure "E" hereto for the value paid by Purchaser on the Material(s) rejected ; and

18.7.2 undertaking to replace the rejected Material(s) with other Material(s) conforming to the Vendor's guarantees aforesaid applicable thereto.

Purchaser shall be responsible for providing any on-site access to the Vendor to perform warranty related work.

18.8 The Vendor shall not, without the prior written consent of Purchaser, utilize any rejected Material(s) in the re-supply.

18.9 DEFECT LIABILITY PERIOD

18.9.1 Unless otherwise specified, the Defect Liability Period in respect of Bulk

Consumables shall be the Delivery Date plus 6 (six) months and in the case of other Material(s) shall be 18 (eighteen) months from the Delivery Date or 12 (twelve) months after the same have been put in service or commissioned, whichever is earlier.

- 18.9.2 In case of altered or replaced Material(s) for bulk consumables, Vendor shall extend the warranty of such repaired or replaced or altered part further for a period of 6 (six) months from the date of supply of repaired/replaced / altered material. However, in no case the warranty of repaired/ replaced part shall exceed 12 (twelve) months from the last supply.
- 18.9.3 In case of repair/ replacement in case of other Materials, Vendor shall extend the warranty of such part further for a period of 12 (twelve) months from the date of repair/ replacement. However, in no case the warranty of repaired / replaced part shall exceed 24 (twenty-four) months from the date of commissioning or 30 (thirty) months from last supply, whichever is earlier.
- 18.9.4 In case of extended warranty period as enumerated hereinabove shall be supported with suitable extension of Performance Bank Guarantee/ISB to cover the extended warranty period and shall have a claim period for atleast 3 (three) month thereafter.
- 18.9.5 Provided however, if the repaired/replaced materials do not affect the utilization of Material(s) delivered, the applicable percentage of Performance Bank Guarantee/ISB can be taken by the Purchaser from the Vendor on the value of the repaired/replaced materials instead of the Total Contract Value. Decision on whether repaired/replaced materials affect the utilization of Material(s) delivered or not shall lie with the Purchaser whose decision on this behalf shall be final and binding on the Vendor.
- 18.10 Should the Vendor fail to dismantle and/or remove any rejected Material(s) from the Project Site within the time specified in the notice of rejection, Purchaser may without prejudice to any other right or remedy, at the risk and cost of the Vendor cause the rejected Material(s) to be dismantled and sold by public auction or private treaty as it deems fit and hold or adjust the sale proceeds for the recovery of the cost of dismantling, sale and removal of the rejected Material(s) and any amount paid by Purchaser towards the price of the rejected Material(s). In so doing, Purchaser shall not act as a trustee or constructive trustee of the Vendor and shall be entitled to act solely on the basis of its best judgment without being accountable or liable to the Vendor in any manner except for the balance proceeds of the sale, if any, in the hands of Purchaser.
- 18.11 The time taken for the repair, rectification or replacement of Material(s) will not be added to the stipulated Delivery Date for the purpose of calculating Price Discount, and delivery of such Material(s) shall be the date of Delivery of the repaired, rectified or replaced Material(s) and Price Discount shall be calculated accordingly.

19.0 EXPEDITING

- 19.1 Purchaser may appoint a Procurement Coordinator to manage, expedite and coordinate the manufacture, shipment and/or dispatch of Material(s) under the Contract.
- 19.2 The Vendor shall within 30 (thirty) days of receiving the Purchase Order furnish to the Procurement Coordinator/Purchaser the required number of copies of documents including but not limited to schedule of manufacture/PERT chart, unpriced copies of sub-orders, phased program of item-wise manufacture, testing and delivery and any other information and/or documents as may be called for by the Procurement Coordinator/Purchaser.
- 19.3 The Procurement Coordinator/Purchaser shall be provided by the Vendor, free access to the Vendor's shop/ premises and sub-suppliers' shop during normal working hours and shall be provided with all the necessary assistance and information as required by Procurement Coordinator/Purchaser.

20.0 WEIGHTS AND MEASUREMENTS

- 20.1 The documents in connection with the Delivery, including shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Contract Documents, including but limited to the following data:
- i. Unit net weight
 - ii. Unit gross weight (including packing)
 - iii. Dimensions of packing.
- 20.2 All weights and measurements recorded by the Procurement Co-ordinator or Inspector(s) on receipt of the Material(s) at the Project Site will be treated as final.

21.0 PACKING & MARKING

- 21.1 All Material(s) shall be suitably packed in weatherproof seaworthy/airworthy packing for ocean/air transport under tropical conditions and/or for rail and road or other appropriate transport within India. The Vendor shall ensure that the packing is strong enough to ensure safety and preservation of the Material(s) upto the Project Site or other point of final destination. In case of wooden packing material, the same must conform to requirements under Plant Quarantine (Regulation of Import into India) order.
- 21.2 Material(s) shall be protected by a suitable coat of paint and all bright parts shall be protected from rust by application of rust preventives as may be necessary. All machinery surfaces shall be suitably protected.

- 21.3 For uniform Material(s) when packed in several cases/crates, progressive serial numbers shall be indicated on each end. In case of bundles, the shipping marks shall be embossed on metal or tag and wired securely on each end.
- 21.4 A distinct colour splash in say red-black around each package/crate/bundle shall be given for identification.
- 21.5 All nozzle holes and openings as also all delicate surfaces shall be carefully protected against damage and bad weather. Flange faces of all nozzles shall be protected by blanks. All manufactured surfaces shall be painted with rust proof paint or as specified in the specification.
- 21.6 All threaded fittings shall be greased and provided with a plastic cap. All pipes and sheets shall be marked with strips bearing progressive numbers.
- 21.7 All small pieces shall be packed in cases. All fragile and exposed parts will be packed with care and packages will bear the words "HANDLE WITH CARE, GLASS FRAGILE, DON'T ROLL UP, DON'T ROLL THIS END UP, THIS END DOWN", as may be relevant, in English and in the case of Indigenous Supply, in Hindi also. All packages will bear warning signs on the outside denoting the center of gravity and sling marks. Packages that require special handling and transport shall have their centers of gravity and points at which they may be gripped clearly indicated and marked "Attention Special Load - Handle With Care" in English Language and in the case of Indigenous Supply, in Hindi also. Any other direction for handling shall also be clearly indicated on the package.
- 21.8 The Vendor shall be held liable for all damages or breakages to the Material(s) due to defective or insufficient packing as well as for corrosion due to insufficient greasing/protection.
- 21.9 On three sides of the packages, the Vendor shall affix or cause to be affixed the following marks clearly visible in indelible paint

FROM: Vendor

TO: INDIAN OIL CORPORATION LTD.

[Address]INDIA

Purchase Order No.: [] Rev.

No.: [] 10 Digit Item Code : []

Equipment

Nomenclature: []

Net Weight:[]Kg/Lb Gross

Weight: []Kg/Lb

Case No.: []Of []Total Cases

Dimensions: [] Import Licence No.[]

Packing List Reference Number

Country Of Origin Of Goods

Consignee's Name And Full Address

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

21.10 For every shipment, packages must be marked with serial progressive numbering. The numbering will be progressively continued for each subsequent shipment covering the Contract.

21.11 Top heavy containers will be marked either "TOP HEAVY" or "HEAVY ENDS".

21.12 When packing is clean and light colored, a dark black stencil paint shall be acceptable. However, where packing is soiled or dark, a coat of flat Zinc white paint shall be applied and allowed to dry before applying the specific marking(s).

21.13 Colour codification shall be used to identify different items e.g, IBR, NACE, Fire Safety Items etc.

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

21.15 Unless otherwise specified, cost of Packaging for Materials shall be borne by the Vendor.

21.16 Subject to all other applicable conditions, for Air freight, following shall be additionally ensured by the Vendor:

- a. that the goods are properly packed to withstand the air and Road Journey and the markings for gross weight, net weight, material description, Purchaser material code, safety precautions are boldly and legibly put on at least two sides of the packages. Packing of the individual boxes should be done in such a way that the consignment does not become an ODC (Over Dimensional Consignment) for Air Transport.
- b. When the size of the package exceeds the standard pallet (PIP) dimensions (for Air Transport) which are given below, they will be treated as ODC:

Length	121"
Width	84"
Height	60"
Maximum Gross Weight	4626 Kg
Maximum Net Weight	4508 Kg
Floor Load Limitations	90.7 Kg / Sq Ft

- c. In case of ODC consignments, Vendor will inform Purchaser (PO Issuing Authority) to provide the Freight Forwarder details and only after receiving Purchaser's confirmation, the goods must be handed over to the overseas agent of the nominated freight forwarder.
- d. The Vendor shall arrange shipment / air freighting of the dangerous and normal consignment separately in two different air waybills instead of air freighting both the consignment on a single air waybill. The necessary shipping documents like invoice etc. must be prepared separately by the Vendor (Not to exceed PO Order Value) and handed over to the overseas freight forwarding agents of Purchaser. The Vendor has to ensure that the that DGR and normal cargo are air freighted by overseas freight forwarding agents of Purchaser under two separate HAWB / MAWB.

22.0 DISPATCH INSTRUCTIONS

For Indigenous Material(s)

- 22.1 Unless otherwise advised by Purchaser or the Procurement Co-ordinator in writing, Material(s) shall not be dispatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s). In the event of Vendor having been advised to hold the Materials/Equipment for any reason whatsoever the Vendor shall hold the Material in his/its warehouse for at least 30 (thirty) days without any compensation or without any prejudice to any reduction in price already accrued on account of delays.
- 22.2 The Vendor shall exercise due care to ensure that the consignment is booked under appropriate railway classification, failing which any additional freight incurred by Purchaser due to the Vendor booking the Material(s) under a wrong railway classification shall be borne by the Vendor.
- 22.3 The Material(s) shall be consigned in the name of the consignee viz.

Indian Oil Corporation
Ltd., [Site address]
- 22.4 Subject to Clause 22.5, the Material(s) shall be transported through a bank approved transporter.
- 22.5 For Road transportation, the transporter should be registered as per Carriage by Road Act, 2007 (as amended from time to time), Carriage by Road Rules, 2011 (as amended from time to time). The consignment note/ lorry receipt must carry the registration number as per the Carriage by Road Rules, 2011 (as amended from time to time).
- 22.6 The mode of transportation as agreed between the parties under the Purchase Order shall be by the most economical and expeditious mode of transport (as

agreed between the parties) to the destination as applicable for respective mode of dispatch.

- 22.7 Purchaser and the Procurement Coordinator shall have the right to advise any change in despatch point or destination and/or mode of transport in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by Purchaser.
- 22.8 Unless the Vendor is instructed otherwise by Purchaser, the Equipment/ Material be booked for delivery by F.O.R, will be under railway risk insurance. If dispatch is by F.O.T is authorized by the Purchaser in writing, the route by which the consignment is to be dispatched shall be specified by the Purchaser, and the Vendor shall be responsible to ensure that such route is followed.
- 22.9 The Vendor shall supply to Purchaser a priced invoice in quadruplicate or upload the same on a link as advised by the Purchaser and details of packing (as described below) to the consignee of all equipment/ Materials delivered/ dispatched. All packages, containers, bundles and loose material 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 Purchaser to check the stores on arrival at destination.

23.0 SHIPMENT AND SHIPMENT NOTICES

- 23.1 Imported Material
The Vendor shall make shipment only after prior approval of the Inspector(s) unless otherwise specifically authorized in writing by Purchaser or the Procurement Coordinator. As soon as any shipment is made, the Vendor shall send advance information by way of written message to such officials of Purchaser as provided in the Tender Documents, giving particulars as below:
- (a) in case of transportation through sea: details of the shipments, vessel's name, port of shipment, Bill of Lading number and date for ocean shipment;
 - (b) In case of transportation by air: Airway Bill number & date & flight details for air consignment, total FOB and freight value with confirmation copy to Purchaser.
- 23.2 Indigenous Material
Immediately after shipment, the Vendor shall inform dispatch particulars to Purchaser/ Procurement Coordinator as specified in Tender Documents.

24.0 SHIPPING AND SHIPPING DOCUMENTS

24.1 For Imported Materials(s)

- 24.1.1 The Vendor shall arrange with vessel owner(s) or forwarding agent(s) specified in the Contract documents for proper storage of the Material(s) in a manner so as to facilitate the handling and off-loading at the port of destination and to

avoid any over carriage or discharge.

- 24.1.2 The Bill(s) of Lading/Airway Bill shall be made out in favor of "Indian Oil Corporation Ltd." [concerned office] or to the order of the L/C opening bank, and the notify column should indicate [Designation] Indian Oil Corporation Ltd. [concerned office], ... for port of discharge
- 24.1.3 All columns in the body of the Bill of Lading/Airway Bill namely marks and Numbers, material description, weight particulars, etc. should be completed accurately and such statement should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount, etc. clearly and separately and the net total freight payable, shown at the bottom.
- 24.1.4 The Bill of Lading/Airway Bill shall be free of any liability of Purchaser to the carrier for demurrage.
- 24.1.5 The Bill of Lading/Airway Bill shall indicate the following:
Consignee : Indian Oil Corporation Limited
[Name of Refinery/Project]
- 24.1.6 All documents viz. Bill of Lading/Airway Bill, invoices, packing list, freight memos, country of origin certificate, third party inspection release certificate, Inspector's certificate, export certificate (wherever applicable), test certificates, drawings and catalogues should be in the English language.
- 24.1.7 In addition to the Bill of Lading/Airway Bill, which should be obtained in 3 (three) stamped originals plus as many copies as required, invoices, packing lists, freight memos (if the freight particulars are not shown in the Bill of Lading), country of origin certificate(s), Third Party Inspection Release Certificate, inspector's certificate, Export certificate (wherever applicable) and test/composition certificate, shall be made out against each shipment in as many number of copies as indicated.
- 24.1.8 The Bill of Lading/Airway Bill, invoice and packing list must specifically show uniformly, the marks and numbers, material description, contents case-wise, country of origin, consignee's name, port of destination and all other indicated particulars. The invoice must show the unit rates and Price. The invoice must cover also items packed separately and the value shown accordingly.
- 24.1.9 The packing list must show, apart from other particulars, the actual contents in each case, net and gross weights and dimensions and the total number of packages.
- 24.1.10 All documents must be duly signed by an authorized representative of the Vendor.

- 24.1.11 Subject to other requirements under the Contract, the Vendor shall obtain the shipping documents in required number of sets including three original stamped copies of the Bill of Lading/Airway Bill immediately after the shipment is made and airmail the shipping documents in the manner stipulated hereunder to ensure that the documents so forwarded are received at least one week before the vessel's arrival. The Vendor shall be fully responsible for any delay and/or demurrage in clearance of the consignment at the port due to delay in forwarding the shipping documents. If in terms of the Letter of Credit, the complete original set of documents are required to be sent to Purchaser through the bank, the distribution indicated below will be confined to obtaining copies of documents only.
- 24.1.12 The Bill of Lading should be submitted in Original full set (3/3) + 3 Copies of Signed 'clean on board' Bill of Lading made out to order of LC Issuing Bank, notify Applicant, marked "Freight to pay (FOB shipment) Freight prepaid (CFR shipment)"; indicating the Letter of Credit No, Date of Issuance and Purchase Order no. Ultimate consignee with the Purchaser details, container details, Free Days, total Gross Weight, and Volume of the cargo.
- 24.1.13 Original signed Invoice in 1 original + 3 Copies indicating Letter of Credit No., Item Description, and quantity on the invoice shall be submitted. In case of partial shipments, actual invoice value of the partial part should be mentioned, clearly indicating "Partial Shipment" on the invoice.
- 24.1.14 The original Packing List (PL) is required in 1+ 3 Copies. Item Description on the PL shall match exactly with the description as in LC, EPCG License and Invoice.
- 24.1.15 Original Certificate of Origin (CO) shall be submitted in 1 original and 2 copies certified by local chamber of commerce.
- 24.1.16 Original copy of beneficiary's e-mail sent to applicant informing shipment details.
- 24.1.17 Inspection Release Note (IRN) from the Third-Party Inspection Agency certifying acceptance of goods, if required shall be submitted in original.
- 24.1.18 Original Seaworthy Certificate issued by the Shipping Company or their Agent (In Duplicate) stating that the carrying vessel named in the B/L is a seaworthy vessel and is not more than 25 years old and that it is approved under institute classification clause (class maintained equivalent to Lloyds 100 A1) and has been registered with an approved classification society.
- 24.1.19 Copy of letter from Purchaser for the acceptance of Performance Bank. In absence of this letter, FOB value equivalent to PBG/ISB amount shall be retained while making payment.
- 24.1.20 The documents shall be in English language only.

25.0 INSURANCE

- 25.1 Unless, otherwise specified under the Contract Documents, Marine/Air and Transit Insurance shall be covered by Purchaser under its Open General Insurance Policy. To this end:

- 25.1.1 The Vendor shall send Purchaser information of the proposed shipment/consignment well in advance by fax/e-mail/courier to enable Purchaser to take necessary action for the marine/air/transit insurance of the shipment/consignment.
- 25.1.2 The Vendor shall advise the despatch particulars of the shipment/consignment to the Insurance Company by fax / email under advice to the Procurement Coordinator promptly after shipment to ensure that the consignment is fully covered by insurance. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.

26.0 PERMITS, APPROVALS AND LICENSES

- 26.1 Whenever the supply of Goods and incidental Works/ Services requires that the Vendor obtain permits, approvals, and licenses from local public authorities, it shall be the Vendor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to export licence or environmental clearance if required. If requested by the Vendor, the Purchaser shall make its best effort to assist the Vendor in complying with such requirements in a timely and expeditious manner, without any dilution of the Vendor's responsibility in this regard.

27.0 NO SUB-CONTRACT / NO ASSIGNMENT

- 27.1 The Vendor shall not assign and/or sub-contract the Contract in whole or part thereof to any entity. However, the Vendor may with prior written approval of the Purchaser, sub-contract a part of the Contract to any sub-contractor(s).
- 27.2 Notwithstanding, approval of the sub-contract as aforesaid and notwithstanding that the Purchaser shall have received a copy of the Contract between the Vendor and the sub-contractor (s), the Vendor shall be and shall remain exclusively responsible to the Purchaser for the due and proper performance of the Contract and the Sub-Contractor (s) shall for all purposes vis-a-vis the Purchaser to be deemed to be the servant/agent of the Vendor employed for the performance of the particular work with full responsibility on Vendor for all acts, omissions and defaults of the Sub-Contractor(s).
- 27.3 In the event of the Vendor sub-contracting without such permission as enumerated hereinabove, Purchaser shall be entitled to terminate the Contract in terms of Clause 28.1.14.

28.0 TERMINATION

- 28.1 Without prejudice to Purchaser's right to price adjustment by way of discount or any other right or remedy available to Purchaser, Purchaser may terminate the Contract or any part thereof by a written notice to the Vendor, if any or all of the following occur:
 - 28.1.1 the Vendor fails to comply with any term(s) of the Contract;
 - 28.1.2 the Vendor informs Purchaser of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes

- apparent;
- 28.1.3 the Vendor fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly;
- 28.1.4 the Vendor has misrepresented to Purchaser, acting on which misrepresentation Purchaser has placed the Purchase Order or the Vendor has submitted any forged, false or fabricated document (s) to Purchaser;
- 28.1.5 the Vendor is in violation of Integrity Pact, if applicable;
- 28.1.6 the Vendor fails to deposit Performance Bank Guarantee/ISB within the stipulated period.
- 28.1.7 the Vendor has assigned or attempted to assign the whole or any part of the Contract, in contravention of the provisions of the Contract.
- 28.1.8 a change in the constitution of the Vendor or in the circumstances or organization of the Vendor which is deemed detrimental by the Purchaser to the interests of Purchaser.
- 28.1.9 In case: (a) a petition seeking commencement of insolvency resolution process or liquidation or bankruptcy proceeding against the Vendor is either: (i) filed by such Vendor voluntarily; or (ii) admitted, whether under Insolvency and Bankruptcy Code ("Code") or under any other law (where Code is not applicable) by the National Company Law Tribunal (NCLT), Debt Recovery Tribunal (DRT), or any other court/ tribunal of competent jurisdiction; (b) the Vendor adopts any resolution of its Board of Directors or stakeholders and/or obtains approval for the purpose of effecting any of the foregoing comprised in (a) above; (c) an Interim Resolution Professional/Resolution Professional/ bankruptcy trustee, Liquidator or other similar professional is appointed to take possession, custody, or control of all the assets and property of the Vendor.
- 28.1.10 an order of dissolution of the Vendor or appointment of a receiver or manager (by whatever name called) of any of the Vendor's assets;
- 28.1.11 If upon any change in the partnership/constitution of a Vendor's organization (if a partnership or company), the Purchaser refuses in its sole discretion to continue the Contract with the re-constituted firm or company;
- 28.1.12 distress, execution, or other legal process is levied on or upon any of the Vendor's goods and/or assets;
- 28.1.13 death of the Vendor (if an individual);
- 28.1.14 the Vendor or any person employed by him shall make or offer for any purpose connected with the Contract any gift, gratuity, royalty, commission, gratification or other inducement (whether money or in any other form) to any employee or agent of the Purchaser;
- 28.1.15 the Vendor has sub-contracted or attempted to sub-contract the whole or any part of the Contract, in contravention of the provisions of the Contract.

28.2 CONSEQUENCES OF TERMINATION:

- 28.2.1 Upon receipt of termination notice, the Vendor shall immediately discontinue all work under the PO and Materials connected therewith.
- 28.2.2 The Purchaser shall be entitled to procure the Material(s) under the PO from alternate source at the risk & cost of the Vendor, recover any losses that may be

suffered by Purchaser from the Vendor including but not limited to forfeiture of PBG/ISB under the Contract.

- 28.2.3 Notwithstanding any termination of the Contract, the Vendor shall continue to be responsible for all acts, obligations and omissions under the Contract accrued prior to the date of the termination.

29.0 LIMITATION OF LIABILITY

Except as otherwise specifically provided in the Contract Documents, neither the Purchaser nor the Vendor shall be liable to the other for any indirect or consequential loss including on account of idleness, loss of business, loss of goodwill, loss of opportunity, loss of profit, extended stay, or any like damage which may be suffered by such other party arising out of or in connection with the Contract. The total liability of both the Purchaser and the Vendor arising in connection with or under the Contract, in tort or otherwise will not exceed an amount equivalent to the 100% (hundred percent) of Total Contract Value.

Provided, the aggregate cap on liability of the Vendor as specified above shall not be applicable in case of:

- i. Liabilities for any Materials issued by Purchaser
- ii. Liabilities for labour, machinery and equipment provided by the Purchaser;
- iii. Liabilities for government controlled materials for which the Purchaser is liable;
- iv. Liabilities arising out of fraud, misconduct, negligence, illegal or unlawful acts, or such acts or commissions which are contrary to the most elementary rules of diligence as would have been followed in similar circumstances
- v. any liability arising out of infringement of intellectual property right(s) by the Vendor or affiliates or any sub-contractor or any supplier or any of its or their respective officers, directors, employees, servants or agents
- vi. any liability arising on account of environmental protection or confidentiality obligations
- vii. any liability pursuant to Vendor's indemnity obligations under the Contract
- viii. any liability towards third parties including death and/or injury by the Vendor or affiliates or any sub-contractor or any supplier or any of its or their respective officers, directors, employees, servants or agents

Provided always that any limitation of liability aforesaid shall exclude any amounts recovered under any policy(ies) of insurance taken out and/or maintained by the Purchaser pursuant to the provisions of the Contract

30.0 RIGHT OF RECOVERY AND RETENTION

Without prejudice to any other rights or remedies of PURCHASER and in addition to any other provisions hereof, PURCHASER shall be entitled to recover, out of the security/ Bank Guarantee/PBG/ISB, any monies or securities, under this or any other contract(s) for the time being of the Vendor, in its hands and out of any payments then due or becoming due in future to the Vendor under this or any other Contract

by:

- (a) deducting any and all amounts due to PURCHASER from the Vendor arising out of or in connection with the Contract or any other contract; and/or
- (b) retaining such amounts which Purchaser has claimed against the Vendor and arising out of or in connection with this Contract or any other contract.

31.0 NON-WAIVER

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

31.2 No failure or delay on the part of Purchaser to exercise any right under this Contract for any one or more of the breaches shall be construed to prejudice any right for any other or subsequent breaches; nor shall it be construed as a waiver, extension, or forbearance of any other terms, conditions, or covenants of the Vendor hereunder.

32.0 COMPLETE AGREEMENT

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

33.0 EXCLUSION OF THE GOVT. OF INDIA'S LIABILITY

It is expressly understood and agreed that Purchaser has entered into the Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and will have no liability, obligation or right whatsoever under the Contract. It is expressly understood and agreed that Purchaser is an independent legal entity with power and authority to enter into the Contract solely on its own behalf under the applicable laws of India. The Vendor expressly agrees, acknowledges and undertakes and accepts that Purchaser is not an agent, representative or delegate of the Government of India and that the Government of India is not and shall not be liable for any act, omission, commission, breach or other wrong or liability arising out of the Contract. The Vendor hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims,

impleader claims or counter claims, against the Government of India arising out of the Contract and covenants not to sue the Government of India for any manner of claim, cause of action or thing whatsoever arising out of or under the Contract.

34.0 TECHNICAL INFORMATION/CONFIDENTIALITY

- 34.1 All drawings, specifications and documents shall at all times be the property of Purchaser. The Vendor shall not make use of any document, drawing, specification, data or any other information connected with the Contract, for any purpose at any time, save and except in the implementation of the Contract.
- 34.2 The Vendor shall not disclose the technical information or any information (whether marked confidential or not) furnished or gained by the Vendor under or by virtue of or as a result of the implementation of the Contract and shall make all efforts to ensure that the technical information is kept confidential.
- 34.3 Notwithstanding anything contained in this contract to the contrary, nothing contained herein shall be construed as transferring between the parties any patent, trademark, copyright or other intellectual property rights relating to the supply of equipment and / or materials, or provisions of services covered by this contract, and all such rights are hereby expressly reserved to the true and lawful owners thereof.
- 34.4 Breach of this clause shall be deemed to be a breach of Contract and shall grant the Purchaser the right to terminate the Contract and claim indemnity.

35.0 MODE OF COMMUNICATION

All communications, notices, drawings, invoices, shipping notes, packages, packing lists and other document connected with reference to the Contract shall in the heading boldly set out the Purchase Order Number and date of the Purchase order.

36.0 PART ORDER/REPEAT ORDER

The Vendor hereby agrees to accept part order at unit prices without limitation and also agrees to accept repeat order during a period of 6 (six) months from the date of original Purchase Order (not exceeding the 100% of the initial PO quantity) at the same unit price(s) and on the same terms and conditions.

37.0 DISPUTE RESOLUTION AND GOVERNING LAW

- 37.1 **Governing Law:** The Contract(s) shall be construed in accordance with and governed by the laws of India.

37.2 NOTICE OF DISPUTE AND AMICABLE SETTLEMENT

- 37.2.1 In the event of any difference/dispute between the parties to the Contract arising out of or in connection with the Contract, the concerned party shall send a Notice of Dispute specifying all points of disputes / issues, the amounts of any quantified

claims, and an estimate of the monetary value of any other claims, along with the supporting document(s) to the other party under the Contract.

- 37.2.2 Provided such a request can only be made upon submission of final invoice or upon termination of the Contract under Clause 28, whichever is earlier.
- 37.2.3 After receipt of a Notice of Dispute under Clause 37.2.1 above, the parties shall in good faith, make all reasonable efforts to arrive at a mutually acceptable resolution to the disputes raised in the Notice of Dispute in a formal meeting(s) between authorized representatives of the parties.
- 37.2.4 Parties agree that any effort by either party for arriving at the mutually acceptable resolution of the disputes is to be kept confidential by both Parties. Parties also agree to not rely upon any views expressed, admissions or suggestions made, or willingness to enter into a settlement by either party as evidence in any forum / arbitration / court proceeding.
- 37.2.5 Parties agree that neither party shall be entitled to any claim or compensation for any consequential, indirect or special losses/damages, including loss of profit, loss of production, loss of use, loss of goodwill, loss of reputation, remote damages, loss of business opportunities, loss of employment opportunities, loss of interest including any pre-reference or pendente-lite interest, idling costs of men and machinery, prolongation costs etc., on account of any dispute/ claim raised under the Contract. Parties agree that claim for any such amount shall not be considered and shall be void.
- 37.2.6 In case the parties fail to amicably resolve the disputes between them within 60 days of receipt of Notice of Dispute sent under Clause 37.2.1 above, the following provisions of Clause 37.3 mentioned below, if applicable, shall follow.

37.3 MEDIATION/CONCILIATION

- 37.3.1 If there is no resolution of dispute pursuant to clause 37.2, then the concerned party would seek resort to the Mediation/Conciliation under the Indian Oil Conciliation Rules 2014 as amended and/or re-enacted from time to time, if the dispute is covered under the said Rules.
- 37.3.2 The said Rules are available on the Purchaser's website.

37.4 ADMINISTRATIVE MECHANISM FOR RESOLUTION OF CPSES DISPUTES (AMRCD)

- 37.4.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSEs and Government Departments/Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in

DPE OM No. 05/0003/20 19-FTS-10937 dated 14-12-2022, as modified from time to time.

- 37.4.2 Notwithstanding the existence of any dispute resolution process in terms hereof or otherwise, the Vendor shall continue and be bound to continue and perform all its/ his outstanding obligations in all respects under the Contract (unless the Contract is determined by the Purchaser), and the Vendor shall remain liable and bound in all respects under the Contract.

37.5 ARBITRATION

- 37.5.1 Subject to the provisions 37.2, 37.3, 37.4 and 37.6, after submission of final invoice under the Contract or after termination of the Contract under Clause 28, whichever is earlier, any dispute arising out of the Contract shall be referred for resolution through arbitration in accordance with the rules of the arbitration institute as enumerated under Contract documents (whose rules are deemed to be incorporated herein by reference)

Provided that:

- (a) to be arbitrable, the cumulative value of Claims of Vendor and the claims of Purchaser does not exceed Rupees Ten Crore in respect of domestic procurement contracts. It is further agreed that in case the cumulative value of Claims of the Vendor (inclusive of interest amount claimed by Vendor till the date of filing of statement of claim or the counter-claim as the case may be) filed before Arbitrator and the claims of Purchaser (inclusive of interest amount claimed by Purchaser till the date of filing of statement of claim or the counter-claim as the case may be) filed before the Arbitrator exceed Rupees Ten Crore, the Arbitrator so appointed shall refrain from proceeding in the arbitration and the arbitration proceedings shall stand terminated forthwith.
 - (b) in case of the non-domestic procurement contracts to be arbitrable, the cumulative value of Claims of Vendor and the claims of Purchaser does not exceed Rupees One Hundred Crore. It is further agreed that in case the cumulative value of Claims of the Vendor (inclusive of interest amount claimed by Vendor till the date of filing of statement of claim or the counter-claim as the case may be) filed before Arbitrator and the claims of Purchaser (inclusive of interest amount claimed by OWNER till the date of filing of statement of claim or the counter-claim as the case may be) filed before the Arbitrator exceed Rupees Hundred Crore, the Arbitrator so appointed shall refrain from proceeding in the arbitration and the arbitration proceedings shall stand terminated forthwith.
- 37.5.2 The Arbitration shall be conducted by an Arbitral Tribunal consisting of:
- (i) For claim amount upto Rs. 2 crore, by a Sole Arbitrator, to be appointed by the concerned institute from the panel of arbitrators maintained by such institute. It is agreed between the parties that only a Retired Judge shall be eligible to be appointed as a Sole Arbitrator under this clause, and
 - (ii) For claim amount above Rs. 2 crore, by a Tribunal of three arbitrators from the panel of arbitrators maintained by such institute. It is agreed between the

parties that only Retired Judge(s) shall be eligible to be appointed as arbitrator(s) under this clause. Parties to nominate one arbitrator each and the two co-arbitrators shall nominate the presiding arbitrator from the panel of arbitrators maintained by such institute, in accordance with the rules of the relevant institute.

- 37.5.3 Unless otherwise specified, seat of the arbitration shall be the place from where the tender has been issued by the Purchaser.

37.6 EXCEPTED MATTERS

Matters for which provision has been made in any clause of the Contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the Purchaser, thereon, shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the Dispute Resolution Mechanism, including Arbitration. However, where the Purchaser has raised the dispute, this sub-clause shall not apply.

Unless otherwise stipulated in the Contract, excepted matters shall include but not limited to:

- a) Matters on which sole decision of Purchaser is final and binding of Parties
- b) Any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- c) Issues that are already under investigation by CBI, Vigilance, or any other investigating agency or government.
- d) Holiday listing of the Vendor.

37.7 ADJUDICATION BY COURTS

- a) Any dispute, not resolved or not covered under the provisions of Clauses 37.2, 37.3, 37.4 and 37.5, as applicable, may be referred for final adjudication by a court of competent jurisdiction.
- b) Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, all actions and proceedings arising out of or relative to the Contract shall lie only in the court of competent civil jurisdiction of the place from where the tender has been issued by the Purchaser to the exclusion of any other court.

37.8 CONTINUED PERFORMANCE

Notwithstanding the fact that settlement of dispute(s) (if any) under any of the mechanisms as enumerated hereinabove, as may be pending, the parties hereto shall

continue to be governed by and perform the work in accordance with the provisions under the Contract.

37.9 NO INTEREST

- a) Parties agree that the Vendor shall not be entitled for any pre-reference or pendente-lite interest, i.e., date of cause of action till date of Award by Arbitral Tribunal. Parties agree that Vendor's claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter to the Vendor. Where the arbitral award is for the payment of money, no interest shall be payable by Purchaser on whole or any part of the money for any period till the date on which the award is made.
- b) Parties agree that the Vendor shall not be entitled for any pre-filing interest, i.e., date of cause of action till date of filling of civil suit. Parties agree that Vendor's claim for any such interest shall not be considered and shall be void. The Civil Court/Commercial Court shall have no right to award pre-filing interest in the matter to the Vendor. Where the civil decree is for the payment of money, no interest shall be payable by Purchaser on whole or any part of the money for any period till the date on which the suit is filed.
- c) The Parties agree that the Vendor hereby waives any right to claim any pre-reference or pending proceeding interest claim before any conciliator or AMRCD as the case may be.

38.0 MISCELLANEOUS

38.1 IMPORT LICENSE

Purchaser/Purchaser will not be responsible for obtaining any import licenses/approvals for the import of any Materials. It will be the responsibility of the Vendor to arrange for the same whenever and wherever required at its own cost and expense.

38.2 INDEMNITY

The Vendor shall fully indemnify Purchaser of Materials/ Equipment specified in the Contract at all times, against any action, claim or demand, costs and expenses (including legal expenses), arising from or incurred by reasons of any infringement or alleged infringement of any patent, registered design, trademark or name, copy right or any other protected rights in respect of any Materials supplied or any arrangement, system or method of using, fixing or working used by the Vendor. In the event of any claim or demand being made or action sought against Purchaser in respect of any of the aforesaid matter, the Vendor shall be notified thereof immediately, and the Vendor shall at its own expense conduct all negotiations for the settlement of the same and/or litigation which may arise thereof.

38.3 ILLEGAL GRATIFICATION:

Any bribe, commission, gift or advantage given, promised or offered by the Vendor or by anybody on his behalf, to the Purchaser, in relation to obtaining or execution

of this particular Contract or any other contract/s with the Purchaser or for showing favour or dis-favour to any person in relation to this particular Contract or any other contract/s shall subject the Vendor to termination of this particular Contract and/or any other or all Contracts entered into with them by the Purchaser. The Vendor shall be liable to indemnify the Purchaser for any expense, loss or damage resulting from any such termination as per the terms of the Contract. This is without prejudice to any other rights and remedies available to Purchaser under this Contract or under law or equity including under the Integrity Pact Agreement, if applicable.

38.4 SEVERABILITY

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

38.5 WAIVERS AND FORBEARANCES

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

1. Any waiver of Purchaser's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of the Purchaser granting such waiver and must specify the terms under which the waiver is being granted.
2. No relaxation, forbearance, delay, or indulgence by Purchaser in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Purchaser to the contractor shall, in any way whatsoever, prejudice, affect, or restrict the rights of Purchaser under this Contract, neither shall any waiver by Purchaser of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

38.6 CHANGE IN CONSTITUTION OF THE VENDOR

The Vendor, whether an individual, Proprietary concern, Partnership firm, Private limited Company or Public Limited Company, shall not make any change(s) in its constitution, by transfer of substantial shareholding or of management (in the case of a company) or by addition or deletion of Partners, change in the terms of Partnership, or make any other material change(s) without prior intimation to and approval of the Purchaser. Any such unauthorized change shall attract the provisions of Clause 28.1.8 hereof.

38.7 INDEPENDENT VENDOR STATUS

This Contract does not create any agency, partnership, joint ventures or joint relationship between the parties. Subject to all compliance with the contract, the Vendor shall be solely responsible for the manner in which works are performed under this contract. All employees, representatives or sub-contractors engaged by the Vendor in performing the Contract shall be under the complete control of the Vendor and shall not be deemed to be employees of the Purchaser and nothing contained in the Contract or in any sub-contract awarded by the Vendor shall be construed to create any contractual relationship between any such employees or

representative or sub-contractor and Purchaser. Vendor shall be responsible for the acts, defaults or negligence of the Vendor, his agencies, servants or workmen

38.8 INSOLVENCY OF VENDOR

38.8.1 It shall be the responsibility of the Vendor to inform Purchaser in writing in Appendix A immediately and in any event within one (1) working day from the earlier of either: (i) filing; or (ii) admission/ rejection by National Company Law Tribunal (NCLT), Debt Recovery Tribunal (DRT) or any other court or tribunal having jurisdiction, of the petition for insolvency resolution or liquidation proceedings under the Insolvency and Bankruptcy Code, 2016 ("Code") or any other applicable law (in case where Code is not applicable).

38.8.2 If the Vendor refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding, it shall be treated as breach of Contract and Purchaser shall be entitled to terminate the contract in terms of Clause 28.0.

39.0 COMPLIANCES

39.1 Compliance with Laws

The Vendor and any of its sub-contractor(s) shall be in compliance with all applicable laws in connection with carrying out activities under the Contract.

39.2 Environmental Social Governance Compliances

It shall be responsibility of the Vendor and any of the sub-contractor(s) deployed by the Vendor to ensure compliance with all applicable laws and to ensure safe healthy, inclusive, ethical and equitable work environment, and to have zero tolerance policy towards sexual harassment. The Vendor shall be in compliance with all applicable laws in this regard. The Purchaser shall have right to carry out any inspection of the Vendor's premises in order to verify such compliances and ask for any document or other record as deemed necessary for such compliance. The Vendor shall render all necessary support and assistance for the same. The Vendor shall abide by the undertakings as annexed hereto as Annexures ESG-I to IV.

* * * *

[PROFORMA OF BANK GUARANTEE (PERFORMANCE)]

(On non-judicial stamp paper of appropriate value)

To

Indian Oil Corporation Ltd. [Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. (hereinafter called the "Corporation" which expression shall include its successors and assigns) having awarded to [Name], [Constitution]

_____ [Address] _____ (hereinafter

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

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

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

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

2. The Corporation shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's obligation(s) and/or liability(ies) under/or in connection with the Contract and/or to vary the terms vis-a-vis the Supplier of the Contract and/or to grant time and/or indulgence to the Supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to release or to forebear from enforcement of all or any of the obligations of the Supplier under the Contract and/or the remedies of the Corporation under any other guarantee(s) or security(ies) now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s) or other indulgence(s) or

arrangement(s) with the Supplier or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Corporation hereunder or of prejudicing the rights of the Corporation against the Bank.

3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Bank or of the Corporation.

4. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee /Undertaking and the obligations of the Bank in terms hereof shall not be anywise affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Corporation in terms hereof.

5. Notwithstanding anything to the contrary contained herein above:

a) The Bank's liability under this Guarantee/Undertaking shall not exceed (currency in figures) (currency in words only) ;

b) This Guarantee/Undertaking shall remain in force upto _____ and

c) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before _____ and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.

6. Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.

7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.

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

Yours faithfully,

(Authorised Signature)

NAME & DESIGNATION

NAME OF THE BANK

[PROFORMA OF INSURANCE SURETY BOND (PERFORMANCE)]

(On non-judicial stamp paper of appropriate value)

To

Indian Oil Corporation Ltd.[Address]

Dear Sirs,

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

We _____ (name of Surety Insurer) a body corporate registered/constituted under the laws of Insurance Regulatory and Development Authority of India (IRDAI) and having a branch at [branch address] (hereinafter called "the Surety Insurer" which expression shall include its successors and assigns) with the intent to bind the Surety Insurer and its successors and assigns, hereby undertake to pay the Corporation at New Delhi on first demand in writing without protest or demur or proof or satisfaction or condition and without reference to the Supplier, any and all amounts from time to time demanded by the Corporation from the Surety Insurer with reference to this Surety Bond up to an aggregate limit of Rs. [] only or [Rupees]].

AND THE Surety Insurer DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Surety Bond shall be in addition to any other guarantee or surety bond or any other security whatsoever that the Corporation may now or at any time anyway have in relation to the Supplier's obligations and/or liabilities under and/or in connection with the Contract and the Corporation shall have full authority to take recourse to or reinforce this Surety Bond in preference to the other guarantee(s) or security(ies) or Surety Bond at its discretion, and no failure on the part of the Corporation in enforcing or requiring enforcement of any other guarantee or surety bond or security shall have the effect of releasing the Surety Insurer from its full liability hereunder.
2. The Corporation shall be at liberty without reference to the Surety Insurer and without affecting the full liability of the Surety Insurer hereunder to take any other security in respect of the Supplier's obligation(s) and/or liability(ies) under/or in connection with the Contract and/or to vary the terms vis-a-vis the Supplier of the Contract and/or to grant time and/or indulgence to the Supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to release or to forebear from enforcement of all or any of the obligations of the Supplier under the Contract and/or the remedies of the Corporation under any other guarantee(s) or security(ies) or surety bond now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s) or other

indulgence(s) or arrangement(s) with the Supplier or release or forbearance whatsoever shall have the effect of releasing the Surety Insurer from its full liability to the Corporation hereunder or of prejudicing the rights of the Corporation against the Surety Insurer.

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

extension of this Surety Bond.
6. Our Surety Bond will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Surety Insurer either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Surety Insurer mentioned in the Surety Bond.
8. The Surety Insurer doth hereby declare that Mr. _____[name & designation of the person authorised to sign on behalf of the Surety Insurer] is authorised to sign this Surety Bond on behalf of the Surety Insurer and to bind the Surety Insurer thereby.

Yours faithfully,
(Authorised Signature)
NAME & DESIGNATION

NAME OF THE Surety Insurer

ANNEXURE - C
FORMAT OF LETTER OF CREDIT

FIELD	ITEM	DESCRIPTION
	Issued by	
	Issued to	
40A	Form of Documentary Credit	
40E	Applicable Rules	
45A	Description of goods	
44C	Latest date of shipment	
31D	Expiry date and place	
50	Applicant's Name & Address	
59	Beneficiary's Name & Address	
32B	Amount	
39B	Maximum Credit Amount	
41A	Available with... by	
42C	Drafts At	
42	Drawee	
43P	Partial shipments	
43T	Transshipments	
44E	Port of Shipment/loading	
44F	Port of Discharge	
46A	Document required	
47A	Additional conditions	
71B	Charges	
48	Period for presentation	
53A	Reimbursement Bank	
49	Confirmation	
78	Payment Instructions	
57A	Advise through bank (First and only advising bank)	

Annexure D

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

(On non-judicial stamp paper
Of appropriate value)

To

Indian Oil Corporation Ltd.
[Address]

Dear Sirs,

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

We _____ [name] a body corporate registered/constituted under the laws of [Country] and having a branch at [Indian branch address with IFSC code] (hereinafter called

"the Bank" which expression shall include its successors and assigns) with the intent to bind the Bank and its successors and assigns, hereby undertake to pay the Corporation at New Delhi on first demand in writing without protest or demur or proof or satisfaction or condition, and without reference to the Supplier, any and all amounts from time to time demanded by the Corporation from the Bank with reference to this Guarantee/Undertaking upto an aggregate limit of Rs./US\$ _____ (Rupees/ United States Dollars _____ only]

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

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

6. The Bank doth hereby declare that Mr._____(name & designation of the person authorised to sign on behalf of the Bank) is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.
7. Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
8. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.

Yours faithfully,
(Signature)
NAME & DESIGNATION
NAME OF THE BANK

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

(On non-judicial stamp paper
Of appropriate value)

To

Indian Oil Corporation Ltd.
[Address]

Dear Sirs,

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

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

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

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

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

3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Bank or of the Corporation.
4. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Corporation in terms hereof.
5. Notwithstanding anything to the contrary contained herein above:
 - a. The Bank's liability under this Guarantee/Undertaking shall not exceed [currency in figures]. [currency in words only]
 - b. This Guarantee/Undertaking shall remain in force upto (put date fixed for replacement of the Rejected Material + 3 months) and any extension(s) thereof;) and
 - c. The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before [] and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.
6. The Bank doth hereby declare that Mr. _____ (name & designation of the person authorised to sign on behalf of the Bank) is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.
7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.
8. Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.

Yours faithfully,
(Signature)
NAME & DESIGNATION

NAME OF THE BANK

NOTES:

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

FORM OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT

(On non-judicial stamp paper of appropriate value)

BG NO: _____

DATED: _____

VALID UPTO: _____

To,
Indian Oil Corporation Limited
(Refineries Division)

[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. [Address]....., (hereinafter called the "Corporation", which expression shall include its successors and assigns) having agreed inter alia to consider the tender of _____ (Name) _____, (Constitution) _____ (Address) _____ (hereinafter referred to as the "Tenderer" which expression shall wherever the subject or context so permits include its successors and assigns) for supply of materials to be awarded under Tender No. _____ upon the Tenderer furnishing an undertaking from the Bank as hereinafter appearing in lieu of payment of the Earnest Money.

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

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. The amount stated by the Corporation in any demand, claim or notice made or given with reference to this Guarantee/Undertaking shall as between the Bank and the Corporation for the purpose of this Guarantee/Undertaking be conclusive of the amount payable by the Bank to the Corporation hereunder.
2. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or by any change in the legal constitution of the Bank or the Corporation.
3. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.

4. Notwithstanding anything to the contrary contained herein above:

- i. The Bank's liability under this Guarantee/Undertaking shall not exceed Rs./ US\$_____ (Rupees / United States Dollars_____ only).
 - ii. This Guarantee/Undertaking shall remain in force upto (fill in date) and any extension(s) thereof; and
 - iii. The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before the midnight of_____and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.
5. Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
6. The Bank doth hereby declare that Shri [designation] is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

This_____day of_____20

Yours faithfully,

Signature:_____

Name & Designation:_____

Name of the Branch:_____

.....

NOTES:

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

**FORM OF INSURANCE SURETY BOND
IN LIEU OF EARNEST MONEY DEPOSIT**
(On non-judicial stamp paper of appropriate value)

SURETY BOND NO: _____

DATED: _____

VALID UPTO: _____

To,
Indian Oil Corporation Limited
(Refineries Division)

[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. [Address]....., (hereinafter called the "Corporation", which expression shall include its successors and assigns) having agreed inter alia to consider the tender of _____ (Name) _____, (Constitution) _____ (Address) _____ (hereinafter or referred to as the "Tenderer" which expression shall wherever the subject context so permits include its successors and assigns) for supply of materials to be awarded under Tender No. _____ upon the Tenderer furnishing an undertaking from the Surety Insurer as hereinafter appearing in lieu of payment of the Earnest Money.

We _____ (name of Surety Insurer) a body corporate registered / constituted under the laws of Insurance Regulatory and Development Authority of India (IRDAI) and having a branch at [branch address] (hereinafter called "the Surety Insurer" which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Surety Insurer and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to the Corporation, for an amount of Rs. _____ (Rupees _____) only

AND THE Surety Insurer DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. The amount stated by the Corporation in any demand, claim or notice made or given with reference to this Surety Bond shall as between the Surety Insurer and the Corporation for the purpose of this Surety Bond be conclusive of the amount payable by the Surety Insurer to the Corporation hereunder.
2. This Surety Bond shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or by any change in the legal constitution of the Surety Insurer or the Corporation.
3. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Surety Insurer either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Surety Insurer mentioned in the Surety Bond.
4. Notwithstanding anything to the contrary contained herein above:

- i. The Surety Insurer's liability under this Surety Bond shall not exceed Rs. _____ (Rupees _____ only).
 - ii. This Surety Bond shall remain in force upto (fill in date) and any extension(s) thereof; and
 - iii. The Surety Insurer shall be released and discharged from all liability under this Surety Bond unless a written claim or demand is issued to the Surety Insurer on or before the midnight of and if extended, the date of expiry of the last extension of this Surety Bond.
5. Our Surety Bond will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
6. The Surety Insurer doth hereby declare that Shri [designation] is authorised to sign this Surety Bond on behalf of the Surety Insurer and to bind the Surety Insurer thereby.

Yours faithfully,

Signature: _____

Name & Designation: _____

Name of the Branch: _____

.....

NOTES:

1. The Surety Bond in lieu of Earnest Money Deposit shall be strictly as per above proforma and shall be through an insurer registered under Insurance Regulatory and Development Authority of India (IRDAI) operating in India.
2. The Surety Bond shall be typed on stamp paper applicable to an agreement in the State in which the Surety Bond is issued.
3. This Surety Bond shall be sent by the Surety Insurer directly to:- Dy. General Manager (Materials), IOCL (Refineries Division).

PROFORMA OF BANK GUARANTEE
(ADVANCE)
(On non-judicial paper of appropriate value)

To
Indian Oil Corporation Ltd.
(Refineries Division)

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Dear Sirs,

WHEREAS INDIAN OIL CORPORATION LIMITED (REFINERIES DIVISION) (Hereinafter called "The IOCL" which expression shall include its successors and assigns) has awarded M/s _____ (hereinafter called "The Supplier" which expression shall include its successors and assigns) the work of designing, manufacturing, fabricating and supply of in terms of a contract as constituted by Purchase Order No. dated _____ issued by the IOCL to the Supplier (hereinafter called "The Contract" which expression include all the amendments and/or modifications of the Purchase Order).

AND WHEREAS the IOCL has agreed to advance the Supplier a sum of Currency _____ (Currency _____) hereinafter called "The Advance" as financial assistance to the Supplier under the Contract on the condition, inter alia, that the advance shall be secured by a Bank Guarantee as hereinafter appearing.

We _____ (name) a body corporate registered/constituted under the laws of _____ and having a branch at [Indian branch address with IFSC Code] (hereinafter called "The Bank" which expression shall include our successors and assigns) in consideration of the aforesaid promises and at the request of the Supplier DO HEREBY bind ourselves and our successors and assigns, and irrevocably undertake to pay the IOCL at New Delhi on first demand in writing without protest or demur or proof or condition and without reference to the Supplier any and all amounts at any time and from time to time claimed by you, as due to you under or in respect of the said advance, and demanded by you from us, with reference to this undertaking upto an aggregate limit of Currency (Currency ____).

AND, we, the Bank DO HEREBY further agree as follows:

- i. The IOCL shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to anywise vary the Contract and/or any of terms and conditions thereof or of or relative to the advance and to extend time for the performance of the Contract and/or repayment of the advance or to postpone for any time or from time to time the obligations of the Supplier and to waive or postpone exercise of any of the rights available to the IOCL against the Supplier or to forebear from enforcing any of the terms or conditions of the Contract and/or the advance or any security(ies) available to the IOCL, AND the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the IOCL of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Supplier or any forbearance, waiver, act or omission on the part of the IOCL or any indulgence by the IOCL to the Supplier or any other act, matter or thing whatsoever which under the law relating to sureties would have the effect of releasing the Bank from its liability hereunder or any part thereof, AND the BANK DOTH HEREBY waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking.
- ii. It shall not be necessary for the IOCL to proceed against the Supplier before proceeding against the Bank and this guarantee/undertaking shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other security for any indebtedness of the Supplier to the IOCL (including relative to the advance) and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank be outstanding or unrealised.

- iii. As between the Bank and the IOCL for the purpose of this guarantee/undertaking the amount claimed by the IOCL from the Bank with reference to this guarantee/undertaking shall be final and binding upon the bank as to the amount payable by the Bank to the IOCL hereunder.
- iv. The liability of the Bank to the IOCL under this guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Supplier and the IOCL, the Supplier and the Bank and/or the Bank and the IOCL, or otherwise howsoever touching or affecting these presents or the liability of the Supplier to the IOCL, and notwithstanding the existence of any instructions or purported instructions of the Supplier or any other person(s) to the Bank not to pay or for any cause withhold or defer payment to the IOCL under these presents with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the IOCL.
- v. This guarantee/undertaking shall not be affected by any change in the constitution of the Bank or that of the Supplier or the IOCL, or any irregularity in the exercise of borrowing powers by or on behalf of the Supplier.
- vi. This guarantee/undertaking shall be valid for all claims/demands made by the IOCL to or upon us upto the business hours of _____ provided always that if for any reason, the Supplier is unable to complete supplies under the Contract, the Bank shall at the request of the IOCL and without recourse to the Supplier extend the validity of this guarantee/undertaking for a further period of six months. For the purpose of this clause, the IOCL's statement that the Supplier is unable to complete supplies under the contract shall be conclusive and final binding on us.
- vii. Notwithstanding anything to the contrary contained herein above:
 - a. The Bank's liability under this Guarantee/Undertaking shall not exceed Currency..... (Currency..... only),
 - b. This Guarantee/Undertaking shall remain in force upto..... (Expiry date) and any extension(s) thereof; and
 - c. The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before (Claim Expiry date i.e. ____ months from the BG Expiry date quoted in point (b) above) and if extended, the claim expiry date of the last extension of this Guarantee/Undertaking.
- viii. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.
- ix. Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
- x. The Bank DOTH HEREBY declare that Mr. _____ (name of the person signing on behalf of the Bank) who is _____ (his designation), is authorised to sign this guarantee/undertaking on behalf of the Bank and to bind the Bank thereby.

Dated this _____ day of _____

Yours faithfully

For _____

Signature _____

Name & Designation _____

Name of the Branch _____

Annexure ESG I

[Company Name]
[Company Address]
[City, State, ZIP Code]
[Date]

Subject: Undertaking on Prevention of Sexual Harassment

As part of our unwavering commitment to providing a safe, inclusive, and respectful workplace, We M/s [Company Name] hereby affirm its zero-tolerance policy towards sexual harassment and other forms of discrimination. We take the issue of sexual harassment seriously and have implemented strict measures to ensure that our workplace remains free from any behavior that could undermine the dignity, safety, and well-being of our employees.

We are committed to maintaining an environment in which every individual is treated with respect, fairness, and dignity. Sexual harassment in any form, whether physical, verbal, or non-verbal—will not be tolerated. This policy applies to all employees, contractors, visitors, clients, and anyone who interacts with our company.

We undertake to ensure the above policies are in place and complied with by our vendors, contractors and sub-contractors.

Signed by:

[Name]
[Title]
[Company Name]

Annexure ESG II

[Company Name]
[Company Address]
[City, State, ZIP Code]
[Date]

Subject: Undertaking on Prevention of Discrimination in the Workplace

To whom it may concern

At **[Company Name]**, we are firmly committed to fostering an inclusive, respectful, and equitable workplace for all employees, regardless of race, color, religion, gender, sexual orientation, gender identity, age, disability, marital status, national origin, or any other characteristic protected by law. We believe that diversity enriches our work environment and enhances our collective success. Discrimination of any kind, whether overt or subtle, is not only unlawful but also contrary to our core values.

We ensure the above policies are in place and complied with by our vendors, contractors and sub-contractors.

In line with our commitment to a discrimination-free workplace, **[Company Name]** hereby provides the above undertaking.

Signed by:

[Name]
[Title]
[Company Name]

Date:

[Date]

Annexure ESG III

[Company Name]

[Company Address]

[City, State, ZIP Code]

[Date]

Subject: Undertaking on Working Conditions

To whom it may concern

At **[Company Name]**, we are dedicated to ensuring that all employees work in conditions that promote health, safety, dignity, and well-being. We recognize that the quality of working conditions directly impacts productivity, morale, and overall success of our organization. As such, we commit to providing an environment that meets or exceeds the standards set forth by relevant labor laws, industry best practices, and ethical guidelines.

We ensure the above policies are in place and complied with by our vendors, contractors and sub-contractors.

In line with this commitment, we hereby provide the above undertaking.

Signed by:

[Name]

[Title]

[Company Name]

Date:

[Date]

Annexure ESG IV

[Company Name]

[Company Address]

[City, State, ZIP Code]

[Date]

Subject: Undertaking on Health and Safety Practices

To whom it may concern

At **[Company Name]**, we prioritize the health, safety, and well-being of our employees, contractors, and visitors. We recognize that a safe and healthy work environment is essential to our organization's success and to the overall satisfaction and productivity of our workforce. As such, we are committed to maintaining the highest standards of health and safety in compliance with applicable laws and the industry's best practices.

We ensure the above policies are in place and complied with by our vendors, contractors and sub-contractors.

This undertaking outlines our commitment to ensuring the safety and health of all individuals associated with our company, and to continuously improving our safety management systems.

Signed by:

[Name]

[Title]

[Company Name]

Date:

[Date]

Appendix-A

Proforma for furnishing details on proceedings under Insolvency and Bankruptcy Code, 2016

Contract /LOA/WO No: xxxxx xxxxx

Job Name: xxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxx

Bidder/Contractor Name: xxxxxxxxxxxxxxxxxxxx

I/We hereby declare that:

[Application for initiation of CIRP/ liquidation/ bankruptcy proceedings (*strike off whichever is not applicable*) has been filed against me/us by *[Insert name of the creditor which has filed the application]*, the details of which are attached, including copy of the relevant petition

OR

Application for initiation of CIRP/ liquidation/ bankruptcy proceedings (*strike off whichever is not applicable*) filed by *[Insert name of the creditor which has filed the application]* has been admitted against me/us by *[Insert name of NCLT/DRT]* on *[Insert date]* the details of which are attached, including copy of the relevant petition along with the order admitting the said petition

OR

I/We have obtained *[insert details of the approval i.e., board/ shareholders' resolution or approval by any other name]* for initiation of voluntary CIRP/ liquidation/ bankruptcy proceedings (*strike off whichever is not applicable*), the details of which are attached, including copy of the relevant approval/resolution (*strike out which ever is not applicable*)

It is understood that if this declaration is found to be false, Indian Oil Corporation Limited shall have the right to reject my bid and forfeit the EMD, and if the bid has resulted in a contract, the contract will be liable for termination, without any liability on the part of Indian Oil Corporation Limited, and such termination would be without prejudice to any other right or remedy (including black listing or holiday listing) available to Indian Oil Corporation Limited.

Place:

Date:

Signature of Bidder/Vendor

Name of Signatory