

INDIAN OIL CORPORATION LIMITED,
PETROCHEMICAL MARKETING GROUP,
CORPORATE OFFICE,
NEW DELHI

Expression of Interest (EOI) for Suppliers for LAB import

PCM/Import/LAB/01

Expression of Interest (EOI) for Suppliers for LAB import

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ALL ABOVE DOCUMENTS FORM PART OF THE EOI DOCUMENTS.

Sub: Expression of Interest (EOI) for Suppliers for LAB Import

- Indian Oil Corporation (IndianOil) is India's largest commercial enterprise, with a sales turnover of Rs. 605,924 crore (USD 77,587 million) and profits of Rs. 16894 crore (USD 2,484 million) for the year 2018-19. IndianOil is ranked 117th among the world's largest corporate in the prestigious Fortune 'Global 500' listing for the year 2019.
- Indian Oil Corporation Limited, Petrochemicals marketing, Business development Group is inviting expression of interest to find out potential manufacture/ traders for subject mentioned job.
- All interested bidders are requested to visit the portal www.iocl.com and download the EOI document.
- Interested bidders are requested to go through the broad scope of work and furnish their credentials in the given formats as per Annexure & pre-qualification requirement latest by due date as mentioned below.
- To be submitted by email on address locloverseas@indianoil.in in indicating acceptance of all terms and conditions indicated in the subject EOI. Bid/ Consent shall also indicate country of origin and current provisions of anti-dumping duty for import or any other special duty/waiver.
- Submission of bids against the subject EOI would be considered to be acceptance of the above confirmations and all EOI conditions by the Bidders.
- After getting the response, Prospective vendor/s may be contacted for discussions and negotiations for subject mentioned job.
- IOCL reserves right to invite the interested vendors to make a presentation/ for a meeting/interactions separately for assessing their potential. IOCL also reserves right to visit premises of bidders site for verification of credentials. Bidder has to arrange all permissions to facilitate that.
- IOCL may cancel the process in part or full of this exercise at its own discretion. Based on the responses received, credential of the bidder and/or also any other business requirement, IOCL may either re-invite EOI or invite techno-commercial offer through Public notice / without any notice.
- IOCL's decision / discretion in all matters shall prevail and considered to be final for this exercise.

- Any Addendum / Corrigendum in respect of this Expression of Interest shall be issued on our website www.iocl.com only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our above website for this Expression of Interest to keep themselves updated.

Expression of Interest (EOI)
EOI NO. : PCM/Import/LAB/01

Indian Oil Corporation Limited, invites Express of Interest (EOI) from bonafide experienced manufacturer / trader of reputation for the job(s) defined in this EOI covering following items. The details of the EOI are given below:

Material Description	Linear Alkyl Benzene
Type of EOI	Global EOI
EOI DOWNLOAD/ SALE PERIOD	00:00 (IST), 16 th Sep 2019 to 23:59 (IST), 3 rd Oct 2019
BID SUBMISSION PERIOD	00:00 (IST), 16 th Sep 2019 to 23:59 (IST), 3 rd Oct 2019
CLARIFICATION PERIOD	00:00 (IST), 16 th Sep 2019 to 17:30 (IST), 1 st Oct 2019 <i>**Queries for clarification to be sent over email during the "Clarification Period". Though IOCL may respond to clarifications sought after "Clarification Period", IOCL will not be under obligation to extend the bid submission date or to respond to clarifications sought by the buyers after the scheduled "Clarification Period".</i>
Contact details for any Clarification	Sukalpa Paul, Chief Manager, E-mail.: sukalpapaul@indianoil.in
Pre Bid Meeting	Not Applicable
BID OPENING DATE & TIME	10:00 (IST), 4 th Oct 2019
Address of the EOI Issuing Authority: The Chief Manager Indian Oil Corporation Limited Petrochemical Marketing Group (EXIM) 7 th Floor, Indian Oil Bhavan, 1, Aurobindo Marg, Yusuf Sarai, New Delhi – 110016 India.	

- Bids in physical form sent through fax / courier / post will not be acceptable.
- **Note:** - Any Addendum / Corrigendum / date extension in respect of above EOI shall be issued on our website only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.

MINIMUM ELIGIBILITY CRITERIA:

Producers/traders who have sold/traded a minimum quantity* of **10,000MT of LAB in total either globally or in Domestic market or both in the previous 3 calendar years** preceding the year in which the date of submission falls (last date of bid submission for this EOI), would be eligible as a supplier for LAB Import.

The buyer may submit the following documents as proof for the same.

- The documentary proof shall be copies of Export/Import invoice or Bill of Lading copies or DO Copies or Export/Import Sales contract copies.
- In case of Domestic sales, a certificate issued by the end user (in their company's letter head) may be uploaded as a proof of quantity sold where following should be mentioned
 - Material : LAB
 - Quantity : In MT
 - Approx. value in USD
 - Duration of supply
 - Name/contact details of issuing authority

*The quantity shall exclude intercompany transactions (within same group companies) and paper transactions.

Complete details of Bidder to be given in format attached at **Annexure 1** along with enclosures/annexures as indicated.

IOCL reserves the right to reject any party without assigning any reason whatsoever.

Special Terms and Conditions

1. Eligible Bidder:

Producers/traders who have sold/traded a minimum quantity* of **10,000MT of LAB in total either globally or in Domestic market or both in the previous 3 calendar years** preceding the year in which the date of submission falls (last date of bid submission for this EOI), would be eligible as a supplier for LAB Import.

The documentary proof shall be copies of Export/Import invoice or Bill of Lading copies or DO Copies or Export/Import Sales contract copies.

*The quantity shall exclude intercompany transactions (within same group companies) and paper transactions.

Complete details of Bidder to be given in format attached at **Annexure 1** along with enclosures/annexures as indicated. IOCL reserves the right to reject any party without assigning any reason whatsoever.

2. Buyer

Address:

Indian Oil Corporation Limited.
Petrochemical Marketing Group (EXIM)
7st Floor, Indian Oil Bhavan,
1, Aurobindo Marg, Yusuf Sarai,
New Delhi – 110016
India.

3. Product & Quality

Material: Linear Alkyl benzene, HSN code 38170011

Quality: The bidder should quote the specification of LAB offered in this bid itself. IOCL shall review the specifications based on acceptability of product in the market and may accept or reject the bid based on its discretion.

4. Quantity

Total Quantity for the contract period is 5000 MT to 10000 MT plus/minus ten percent (+/- 10%) at Buyer's option between the period Nov 2019 to Mar 2020

Total no. of cargoes would be finalized on mutual agreement.

Each cargo parcel size should be approx 2000MT plus/minus ten percent (+/- 10%) at buyer's option. However, Bidder and/or Buyer in certain cases post finalization of the EOI may request for a variable cargo size, subject to Mutual Agreement. The cargo parcel size and quantities are variable depending upon the mutual convenience of bidder, Buyer and vessel availability.

IOCL shall have the option to short close the agreed quantity of any lot without any liability on either side.

5. Delivery terms and Delivery Port

- A. Initially the product would be delivered to IndianOil at Mundra Port, India and later the other Indian main ports shall be included on request of Indian Oil.
- B. The delivery term shall be CIF Mundra Port or any other port at west of India (to be mentioned in consent form). It may also happen that IOC may ask to unload the cargo directly into the customer storage points either at port or inland.
- C. Notwithstanding anything contained above, other terms and conditions relating to the subject Clause would be as per General Terms and Conditions attached herewith at **Annexure 4.**

6. Pricing

6.1. Pricing Basis

After participation in EOI, IOCL may seek price bid or may negotiate one to one basis at later date.

The price offer shall be based on 0.8 Jet Kero Mean of Platts FOB Singapore + 0.34 Benzene Mean of Platts FOB Korea + Delta in USD/MT. Platts quotes shall be considered on M-1 basis for the purpose of supplies and conversion factor of USD/BL to USD/MT shall be 7.9 for Jet Kero. On the separate request by IOCL at a later date, the bidder shall offer fixed Delta in USD/MT which can be valid either for the entire duration of the contract or may differ parcel to parcel and can be mutually negotiated.

7. Payment

Payment shall be made through a confirmed Letter of Credit (L/C), payable in US Dollars from 'A' class International banks. Letter of Credit to be opened as per UCP 600 latest revision. No confirmation charges shall be borne by Buyer.

Notwithstanding anything contained above, other terms and conditions relating to the subject Clause would be as per General Terms and Conditions attached herewith at **Annexure 4.**

8. Free time at destination Port

In case the Supplier agrees for CIF supplies, supplier shall agree to provide a free time of minimum 14 days after arrival of vessel. The free time shall start upon berthing of the vessel.

9. Other Terms & Conditions

Notwithstanding anything contained in this EOI document, the General Terms and Conditions available at **Annexure 4** to apply where they are not inconsistent with the above conditions.

The General Terms and Conditions are part of the subject EOI. Hence submission of the bids against the subject EOI would be considered to be acceptance of this Clause.

10. Origin

Bidder shall provide certificate of origin and declare provisions of anti-dumping duty or any other waiver as per some free trade agreement (FTA)

11. Total Offer, Process for Evaluation & Time Schedule

11.1. Definitions & Contents

- Techno-Commercial Bid :

To be submitted by email on address locloverseas@indianoil.in in indicating acceptance of all techno-commercial terms and conditions including physical and operational details indicated in the subject EOI. BID/ Consent shall also indicate confirmation of acceptance of destination notification clause and acceptance of mode of quotation by e-mail.

Submission of bids against the subject EOI would be considered to be acceptance of the above confirmations and all EOI conditions by the Bidders.

11.2. Process for Evaluation of Bids

- I. Consent received by the buyer during the prescribed time schedule on the designated e-mail ID would only be considered for evaluation.
- II. Bidders shall submit all documents in single PDF file using all the format enclosed at **Annexure 1, 2, 3 & 4** without deviations or exceptions. If however, during scrutiny of bids, it is observed that there are points in bids which need to be clarified, a clarification letter or email would be issued to Bidders (on the day of opening or after wards) requesting for clarification on the required points within a prescribed time indicated in the Clarification Letter.
- III. Non-response or part-reply clarification or maintaining the offer, initially submitted or reply after the prescribed time, would lead to outright rejection of CONSENT without any further communication. However if the reply/clarification is received before the prescribed time and it is observed that the bidders have not replied/clarified in totality, as requested, or have maintained their initial offer, they would be requested again to reply/clarify within prescribed time. Unless

otherwise specified, prescribed time as indicated in Clarification Letter would however be final.

- IV. Only those bidders whose CONSENT are assessed to be in line with the EOI Conditions and complete in all respects would be invited to submit PRICE BID of their total offers through an Invitation Letter sent by email to the authorized email ID.

11.3. Bid Schedule/ Process for Evaluation of Bids

I. Time Schedule

Bid Part	From	To
Submission of Bids	00:00 (IST), 16 th Sep 2019	23:59 (IST), 3 rd Oct 2019

II. Designated E-Mail ID for Submission of consent

- a. Bid/ Consent in proper format (attached) shall be forwarded by email from the email address of the Buyer to the address iocloverseas@indianoil.in during the designated time schedule. Offers received on email ID's other than those mentioned above or any other mode shall not be considered by Bidder.
- b. Offers/Clarifications received outside the prescribed time period shall not be taken into cognizance.

III. Submission of price bid (later on)

- a. After evaluation of consent/bid, IOCL shall invite the interested parties to submit the price bid or negotiate one to one basis

12. Other Terms & Conditions Regarding Submission of Offers

- 12.1. All correspondence including clarifications subsequent to issue of EOI would be carried out by email only unless otherwise specifically agreed.
- 12.2. If not clearly denoted otherwise, Bidder will be deemed to have accepted all conditions of this EOI.
- 12.3. No amendments or modifications shall be made to the submitted offers after closing Period. Buyer can at their specific request require such modification on a need basis. No withdrawal of Offer shall be permissible during the validity period.
- 12.4. The contents of this EOI document are strictly confidential and non-transferable.
- 12.5. Since offers would be received by email, the following conditions shall also apply:

12.6. Buyer confirms that all contracts finalized between Bidder & Buyer in furtherance of this EOI and by the denoted EOI methods shall be valid and binding upon the Bidder. Buyer further confirms that all communications exchanged by email from authorized email ID's during EOIs shall be valid and binding upon the Bidder unless otherwise specifically mentioned.

12.7. Bidders confirm that they are authorized to make their offer by email and any contract finalized between Bidder and Buyer under EOI by exchange of email offers shall be a valid and binding contract between the Parties.

12.8. Contacts for Assistance:

Should any clarifications be required regarding the subject EOI or any assistance is required in submission of offers, kindly contact Mr. Sukalpa Paul. (sukalpapaul@indianoil.in)

IOCL reserve the right in its absolute discretion to accept/reject offers without assigning any reasons whatsoever.

Offers not in line with EOI Conditions shall be rejected.

12.9. IOCL reserves the right to make any changes in the terms and conditions of Enquiry and to accept or reject any or all the bids without assigning any reason and without incurring any liability to the affected bidder(s). EOI can be abandoned without assigning any reason and no compensation shall be paid for the efforts made by the bidder

12.10. A EOI is also liable for rejection in the following circumstances:

- i. Does not fulfill minimum eligibility criteria as per the EOI Documents
- ii. Submits the EOI late i.e. after due date and time
- iii. Unsolicited EOIs
- iv. Stipulates the validity period less than what is stated in the EOI Documents
- v. Stipulates his own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable
- vi. Does not disclose the full names and addresses of all his partners or Directors as applicable wherever called for in the EOI.
- vii. Does not fill in the required annexures, specifications, etc. as specified in the EOI.
- viii. Does not submit bid in the prescribed format making it impossible to evaluate the bid
- ix. Indulges in tampering of EOI documents
- x. Does not conform to any EOI condition which stipulates non-conformance of EOI conditions as a rejection criteria

12.11. ALL CORRESPONDENCE SHALL BE IN ENGLISH LANGUAGE ONLY.

12.12. It shall be the responsibility of the bidder to fill complete, correct and accurate information in line with the requirements / stipulations of the EOI documents,

regarding their past experience and other information required to facilitate due evaluation / consideration of their EOI.

If any information given by the bidder is found to be incorrect in any particular, considered by the IOCL to be relevant for the evaluation of the bid, or is found by the IOCL to misrepresent the facts, or if any of the documents submitted by the bidder in support of or relevant to the bid is found by the IOCL to be forged, false or fabricated, the owner may reject the bid, and without prejudice to any other right(s) of action or remedy available to the owner.

12.13. Single EOI Only Permitted

- I. Each EOI / bidder can submit only one EOI / bid for one package.
 - A. A person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format and/or in a partnership or association of persons format and/or in a company format.
 - B. A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
 - C. A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
 - D. A person shall be deemed to have bid in a company format if the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a director of the company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital in and/or is a director of a holding company of that company which has submitted the bid.

- II. **By making a bid pursuant to the EOI Documents, the bidder shall be deemed to have declared that the bidder has not made any other bid or multiple bids as understood or deemed in terms of this clause.**

- III. All the multiple bids of a bidder shall be rejected

REGISTRATION FORM FOR SUPPLIERS FOR LAB IMPORT

You are requested to fill up the following registration form, duly signed on the letterhead of your company along with enclosures and submit it via email. The mere submission of an application by a party does not guarantee for being the supplier for LAB Import for Indian Oil. IndianOil reserves the right to reject any application without assigning any reasons thereof.

(INTENTIONALLY LEFT BLANK)

REGISTRATION FORM TO BE FILLED IN BY APPLICANT

(To be submitted along with a covering letter on the Letter Head of Company seeking Registration and scanned and emailed along with supporting documents in Adobe PDF format via email . All pages of the registration form to be signed & stamped by the authorized signatory of the company. The mere submission of an application by party doesn't guarantee registration on IndianOil Panel. IndianOil reserves the right to reject any application without assigning any reason thereof)

I. APPLICANT'S COMPANY DETAILS

A.	COMPANY DETAILS	
(I)	NAME OF THE COMPANY	:
(II)	NATIONALITY/COUNTRY OF INCORPORATION	:
(III)	CORPORATE HEADQUARTERS	:
(IV)	DATE OF INCORPORATION	: <i>Enclose copy of Certificate of Incorporation.</i>
(V)	CORE BUSINESS ACTIVITY OF THE COMPANY	: <i>State your core business area along with number of years of experience in Polymers (PP/HDPE/LLDPE) procurement for own consumption/trading.</i>
(VI)	TYPE OF COMPANY	: <i>PRIVATE/PUBLIC</i>
(VII)	NAME OF THE CHAIRMAN/PRESIDENT/MANAGING DIRECTOR	:
(VIII)	DEPT. AND CONTACT PERSON(S) AND THEIR TELEPHONE NUMBERS	: <i>NAME: DESIGNATION: TELEPHONE NO: OFFICE MOBILE: FAX No: EMAIL ID: POSTAL MAILING ADDRESS:</i>
(IX)	OVERSEAS OFFICES	: <i>(With name of contact official and telephone/fax/telex nos.)</i>
(X)	PARENT/HOLDING COMPANY, If any	: <i>Furnish latest shareholding pattern of the applicant company and its parent/holding company, along with documentary support.</i>
(XI)	SUBSIDIARY (IES), if any	: <i>Furnish details & name(s) of subsidiaries and percentage of share holdings.</i>
B.	BANK REFERENCES	: <i>(Furnish name of the bank(s), dealing officials, telex/fax nos., postal address for bank reference.) The party seeking registration shall have no objection to IOC making enquiries from such banks in the course of registration).</i>
C.	TRADE REFERENCES	: <i>Furnish name of at least 2 parties, dealing officials, telex/fax nos., postal address for trade references in respect of parties with whom transactions for sale of have been entered into during the last three-year.</i>

		<i>(The party seeking registration shall have no objection to IOC making enquiries from such companies in the course of registration).</i>
D.	IS THE COMPANY FACING AT THE TIME OF SEEKING REGISTRATION ANY KNOWN LEGAL DISPUTES THAT ARE LIKELY TO ADVERSELY AFFECT THE PERFORMANCE OF CONTRACTS/ MEETING ITS FINANCIAL COMMITMENTS?	Yes/No
E.	PLEASE CONFIRM WHETHER APPLICANT COMPANY OR ITS GROUP/ SUBSIDIARY/ AFFILIATE/ PARENT COMPANY WAS EARLIER OR CURRENTLY REGISTERED ON ANY OTHER INDIANOIL PANEL/MAILING LISTS	<i>If yes, Pls provide details as under (A) On which Panel/ mailing list (Import/Export). (B) Date of Registration (C) Period of Registration (D) Whether any cargo (es) were/are awarded during such period. (E) Date/ Reasons of deletion</i>
F.	CERTIFICATE FROM APPLICANT COMPANY CEO/CMD/AUTHORISED SIGNATORY ON THE LETTER HEAD OF COMPANY SEEKING REGISTRATION	<i>Buyer shall provide the declaration as per Annexure 1.</i>

Important Note:

1. Please fill the above form on your company's letter head and ensure that it is filled completely and signed on all the pages.
2. Scan the above form and send it along with scanned copies of supporting documents in adobe pdf format on email. The filled application along with supporting documents should be sent on email.
3. Financial Data/Performance of previous three years preceding the year in which the date of submission (i.e. date of receipt of the email along with the completely filled application form) falls.

Technical Specification

Property	Linear Alkyl Benzene Specifications		Test Method
	LMW	HMW	
Appearance			Visual inspection Versus standard
Mono Alkyl Benzene Content - Total material less Paraffin and DAT			UMA B.IIc.1.1.1 Or GLC UOP 673
Linear Alkyl Benzene			UMA B.IIc.1.1.1 GLC UOP 673
<u>C chain length distribution</u>			UMA B.IIc.1.1.1
Phenyl C9			GLC UOP 673
Phenyl C10			
Phenyl C11			
Phenyl C12			
Phenyl C13			
>/=Phenyl C14			
MMW			UMA B.IIc.1.1.1 GLC UOP 673
Total 2-phenyl isomer			UMA B.IIc.1.1.1 GLC UOP 673
Acid Wash test: 96% acid			ASTM D 848-03
Moisture (mg/kg)			UMA B.IIc.1.1.1
Br-index (mg Br ₂ /100g)			ASTM 1491
Paraffin content			UMA B.IIc.1.1.1 GLC UOP 673
Colour			Klett Saybolt Lovibond
Specific Gravity@15°C			ASTM d1298, uma b.ii.a.16

Minimum Eligibility CriteriaVolume of physical trade of LAB globally in previous three years

S. No.	Description	Qty* in MT			Value in Million USD		
		Preceding Year 1 ()	Preceding Year 2 ()	Preceding Year 3 ()	Preceding Year 1 ()	Preceding Year 2 ()	Preceding Year 3 ()
1	LAB						

Producers/traders who has traded/sold a minimum quantity* of **10,000MT of LAB in total either globally or in Domestic market or both in the previous 3 calendar years** preceding the year in which the date of submission falls (last date of bid submission for this EOI), would be eligible as a supplier for LAB Import. The buyer shall submit the following documentary proof for the same.

The documentary proof shall be copies of Export/Import invoice or Bill of Lading copies or DO Copies or Export/Import Sales contract copies.

*The quantity shall exclude intercompany transactions (within same group companies) and paper transactions.

Place:

Name:

Date:

Designation:

Signature:

Seal

Note: Please note that all data received either from you or your trade/bank references would be treated in strict confidence and would be used only for the purpose of registration as a prospective Bidder under this EOI. It is also requested that the data/ documents sought above may kindly be provided seriatim. The offers received will be evaluated by IndianOil's evaluation committee. Selection as a prospective Bidder under this EOI is the sole prerogative of IndianOil. Indian Oil shall have the right to reject any Bid in case of false information submission of any information.

The request for registration of prospective Bidders shall be considered, only on receipt of full data as requested. IndianOil reserves the right to seek supplementary documents/information required for being the supplier for Import of LAB for IOCL. IndianOil also reserves the rights to negotiate with any or all the parties regarding the terms & conditions of supply.

General Terms & Conditions

1. Quality

The quality of product to be supplied under the Contract shall be as per the technical specification provided by IOCL, test at the destination port, in IOCL Lab or designated Lab.

2. Payment

- 2.1. The payment under LC shall be made against presentation/forwarding of the following documents through Bidder's Bank.
 - 2.1.1. Commercial Invoice showing the CIF amount of goods quoting the Contract Reference and date.
 - 2.1.2. Certificate of Quantity countersigned by third party surveyor. (Fax/email copy acceptable)
 - 2.1.3. Certificate of Quality countersigned third party surveyor (Fax/email copy acceptable)
 - 2.1.4. Clean **Delivery order/Bill of lading** (full set 3/3 original) made to the order of "Buyer/Buyer's Banker" and endorsed in favour of the Buyer and marked "Freight payable as per Charter Party" (Fax copy acceptable). **The bidder, being the charterer shall ensure that the buyer receives the Bill of Lading/Delivery order in a format acceptable under the terms of the Letter of Credit, within 2 days from the date of completion of loading.**
 - 2.1.5. Certificate of Origin issued by a local Chamber of Commerce and Industry (Fax/email copy acceptable)
 - 2.1.6. Certificate signed by Bidder certifying that invoice value has been calculated based on formula laid down underpricing clause of the EOI.

3. Force Majeure

- 3.1. Neither party shall be deemed in breach of this contract as a result of, and be liable to the other for any failure, omission or delay in its performance in whole or in part of any of the terms and conditions of this Contract to the extent that such failure, omission or delay arises from any cause beyond the control of a party including but not limited to:
 - 3.1.1. Strike or labour difficulty from whatsoever cause arising, even though it could be settled by acceding to the demands of a labour group.
 - 3.1.2. Natural calamity, fire, explosion, accident; major breakdown at the port of loading or at the bidder's plant.
 - 3.1.3. Compliance, voluntary or involuntary with a direction or request of any international, national, port, transportation or local government authority.
 - 3.1.4. War, hostilities declared or undeclared, embargo, blockades, civil unrest, sabotage, revolution and any consequence thereof.

- 3.1.5. Perils of the sea, storms, floods, typhoons, earthquakes, hazardous weather or other Acts of God.
- 3.1.6. Closing or restriction on the use of a Port or Pipeline.
- 3.2. Prompt written notice of any situation of force majeure and so far as possible of its extent and duration as well as of its suspension in full or part shall be given by the party so affected to the other party within 48 hours of such occurrences.
- 3.3. If, by any reasons of any cause beyond the control of the Bidder, there is curtailment or suspension of availability of the Product then Bidder shall be at liberty to withhold, reduce or suspend deliveries hereunder to the extent that Bidder considers reasonable and equitable and Bidder shall not be bound to acquire by purchase or otherwise additional quantities from other suppliers for meeting the supplies under this Contract.
- 3.4. If any failure, omission or delay in performance of this Contract under this clause 13 continues for more than 60 days after the day of notice of force majeure has been sent then either party shall be entitled after said duration to terminate this Contract by written notice to the other party without any liability on either side, save that such termination shall be without prejudice to any other accrued rights.

4. Governing Laws

The construction, validity and performance of this Contract shall be governed by and construed in all respects in accordance with the laws of India to the exclusion of any other law, which may be imputed in accordance with the choice of law rules applicable in any jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods of Vienna, 11th April 1980, shall not apply to this Contract. The courts of New Delhi shall have exclusive jurisdiction.

5. Arbitration

- 5.1. If any disputes, differences, controversies or claims of any kind arising between the parties in connections with or arising out of this contract including any question regarding its existence, or validity, the parties shall seek to resolve any such dispute or difference by mutual consultation.
- 5.2. If the parties fail to resolve such dispute or difference, controversy or claim by mutual consultation within a period of thirty (30) days, then either party may give the other a formal notice in writing that the dispute, controversy or claim exists, specifying its nature, the point (s) in issue and its intention to refer the dispute, controversy or claim to arbitration under the Indian Arbitration and Conciliation Act, 1996.
- 5.3. It is agreed between the parties that each party shall have the right to nominate one arbitrator each, and the nominated arbitrators shall appoint the arbitrator who shall act as the Presiding Officer of the Arbitration Tribunal.

- 5.4. The venue of Arbitration shall be New Delhi and the proceedings shall be conducted in English language.
- 5.5. The award of the arbitrator so appointed shall be final, conclusive and binding on the parties to this contract, subject however to the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or reenactment thereof if any and the rules made thereunder and for the time being in force shall apply to the arbitration proceedings under this clause.
- 5.6. Notwithstanding the presence of any dispute, question or controversy, the services under this Contract shall continue even during the Arbitration proceedings and the Buyer shall withhold the payments due or payable to the Bidder on account of the continuance of such services unless such payment is directly the subject matter of one of the matters of arbitration.
- 5.7. All the parties to the proceedings shall bear their own cost.

6. Miscellaneous

- 6.1. The Bidder hereby warrants that, he has not been prohibited any time in past or present to enter into any contract in accordance with the laws of India or any other directions issued by the Government of India.
- 6.2. In no event shall either party be liable in tort, contract or otherwise for prospective profits or for special, indirect or consequential damages in relation to performance or non-performance under this Contract.
- 6.3. No modification or amendment to this Contract shall be binding unless agreed in writing by both parties hereto.
- 6.4. The headings of various clauses herein are inserted for convenience of reference and are not deemed to affect the construction of the relative provisions.

7. Communications

- 7.1. In matters pertaining to following clauses of General Terms and Conditions (GTC), Buyer shall send to Bidder all communications and notifications among the parties in performance of the Contract in writing by fax, email, telegram or any other similar method to the addresses stated below, unless otherwise agreed in writing:

Chief Manager (Petrochem Marketing-Exports)
Indian Oil Corporation Ltd.,
7th Floor, Indian Oil Bhavan,
1, Aurobindo Marg, Yusuf Sarai,
New Delhi – 110016, India.

- 7.2. Notices: All other notices required to be given and approvals required to be obtained from the Buyer shall be obtained in writing. All notices required to be served by either party hereto upon the other shall be deemed properly served if delivered to the Bidder to:

General Manager (Petrochem Marketing)
Indian Oil Corporation Ltd.,
7th Floor, Indian Oil Bhavan,
1, Aurobindo Marg, Yusuf Sarai,
New Delhi – 110016, India.

8. Termination

If either party fails to perform any material obligation undertaken by it hereunder, and fails to remedy such non-performance within 60 days of receiving notice of non-performance from the other party, unless such nonperformance is excused under Force Majeure, other party may terminate this Agreement forthwith by written notice to the non-performing party. The right of termination shall be in addition to such rights and remedies as the aggrieved party may otherwise have.

Obligations of either party to the other accrued prior to termination or expiration of this Contract, shall survive such termination or expiration.

9. Limited Liability

The buyer shall not be responsible in any case for the damages caused directly or indirectly by the bidder to third parties due to the performance or non-performance of the Contract

10. Severability

The nullity, illegality or lack of application of one more of the clauses foreseen herein do not affect or reduce the validity, legality or applicability of the remaining articles.

11. Indemnity

The Bidder shall indemnify and keep indemnified the buyer against any liability, claim or proceeding arising out of or in connection with any failure whatsoever to comply with the obligations set out in this Contract.

The buyer shall not be responsible in any respect whatsoever for any loss, damage or injury resulting from any hazards inherent in the nature of the product delivered hereunder.

12. Entire Agreement

The EOI enquiry, bidders binding offer and the award of the EOI by the buyer to the successful Bidder will form an integral contract and supersede all other communications either written or oral.

Consent Form

To
Indian Oil Corporation Limited
Indian Oil Bhavan
Yusuf Sarai.
New Delhi-110016 (INDIA)

Sub: Supply of LAB

We have read the EOI and we are hereby submitting the consent as per details mentioned below:-

- Name of Supplier :
- Manufacturing Plant (Nos) :
- Plant address :

- Country of origin (From where import would be done) :
- Total Quantity on offer (in MT) :
- Tentative transit days :
- As per recent notification, Anti-dumping duty applicable :
- Preferred Port at Indian West coast :
- Any special waiver on duty as per FTA :

- Quality certificate : (give confirmation that there will not be any deviation on Quoted parameters as given in Annexure)

We confirm that

- On receipt of confirmation from IOCL for Import of LAB for IOCL, all commercial terms and pricing will be negotiated at a later date for which IOCL will intimate separately.
- We have not submitted multiple bids and if it is found then all such bids may be cancelled.

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Authorised Signatory