

To,
The Bidders.

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Sub. : Sealed Quotations for operation of Polymer stock of Indian Oil Corporation at Raipur, Chhattisgarh

Dear Sir,

We are attaching herewith tender documents of Indian Oil Corporation bearing No. PC-M/PT/POLYMER/RSC/13-14/22 for setting up of RSC and Warehousing Services for Storage and Handling of Polymer at Raipur. The tender is due on **10th February, 2014 upto 11.00 A.M.** The Commercial Bid shall be opened on the same day at **11.30 A.M. Opening of Price Bids of eligible Bidders shall be at 11.30 hours next day after calling inspection report of Godowns offered by the tenderers.**

Reference to Indian Oil Corporation or its logo in the tender documents should be treated as reference to National Small Industries Corporation (NSIC) and its logo. Again it is not an e-tender but will have to be submitted in hard copy. Please go through the notice inviting tenders, invitation to Bid, instructions to tenderers, general terms and conditions, **detailed scope of work, special terms & conditions, schedule of rates** as also the forms and formats in annexure – I. Some of the salient features of the tender are as under:

1. Location : Raipur, Chhattisgarh State
2. Area required: (a) covered area : 20,000 sq. ft. (b) Open area: appropriate for loading & unloading and movement of trucks / trollers / containers.
3. Eligibility of Bidder: (a) should have turnover of Rs.51.00 Lac in preceding 3 years and a single work order for Rs.42.00 Lac in a year for similar work or 2 work orders of Rs.34/- lac each for similar work. The Bidder should be a reputed entity and in existence at least for last 3 years.
4. The premises: should be outside Octroi limit of Raipur city and should not be one belonging to a Polymer customer of IOCL.
5. Monthly quantity of product is expected to be 1600 MT. The quantity is however projected one and not a committed one.
6. Earnest Money is not required. Security Deposit from successful bidder may be obtained depending upon the terms with IOCL.
7. Validity of rates shall be 140 days from the date of opening of the bids.

Please submit your most competitive Bids in **Two Bid System**. The first is Commercial Bid and second one is Price Bid as per Schedule of Rates on page 23 of the tender documents.

: 2 :

Following must be enclosed with the Commercial Bid in the separate envelope super scribing "Commercial Bid":

1. Registration of the Bidder as MSME or with any other municipal or statutory authority of the state.
2. Constitution papers of the Bidder i.e. Partnership Deed or Memorandum & Articles of Association as the case may be along with General Power of Attorney / Authorisation in favour of the Signatory of Bids in case of partnership, company or societies.
3. Balance-Sheet for last 2 years reflecting turnover.
4. Experience certificate of last 1 year for similar work.
5. Ownership / Rent Deed or Letter of Intent to rent in respect of premises for 2 years along with Site Plan and Sketch of the premises offered.
6. Ownership / Rent Deed or Letter of Intent to rent in respect of handling equipments.
7. Tender documents duly signed on each page and enclosed. The blanks in tenders / formats may be filled in as far as applicable.

The Price Bid should contain only the **Schedule of rates** duly filled in as instructed and be enclosed in a separate envelope super scribing "Price Bid".

Both the above envelopes should be put up in a third larger envelope super scribing "tender for setting up of RSC and Warehousing Services for Storage and Handling of Polymer at Raipur".

The Corporation shall have right to reject all or any of the tenders without assigning any reason. There may be additional terms & conditions apart from the recorded ones in the tender documents depending upon the terms imposed by Indian Oil Corporation. It is again repeated that the reference to IOCL in the tender documents shall be treated to NSIC and the Bidder shall be bound to NSIC on back to back basis as per the terms & conditions in the tender documents.

Thanking you,

Yours faithfully,

(Hemraj Singh)
Chief General Manager(W)

Encl. : Tender documents in pdf No.PC-M/PT/POLYMER/RSC/13-14/22



IndianOil

**TENDER FOR SETTING UP OF RSC AND WAREHOUSING
SERVICES FOR STORAGE AND HANDLING OF POLYMER AT
RAIPUR, CHHATTISHGARH**

**TENDER NO:
PC-M/PT/POLYMER/RSC/13-14/22**

DUE ON 12/02/14, 1800HRS.

CREDENTIAL BID DOCUMENTS

Signature of Bidder with Seal

Indian Oil Corporation Limited
(Petrochemical marketing)
1st Floor, Indian Oil Bhavan
1,Sri Aurobindo Marg,Yusuf Sarai,
New Delhi – 110016

Tender No: PC-M/PT/Polymer/RSC /13-14/22.

Index Sheet

Sr. No	Description	Annexure	No of Pages
1.	Index Sheet		
2.	Notice Inviting Tender	A	
3.	Invitation to Bid	B	
4.	EMD/Tender fee Payment Details	C	
5.	Instructions to Tenderers	D	
6.	General Terms & Conditions	E	
7.	Detailed Scope of Work	F	
8.	Special Terms & Conditions	G	
9.	Price Bid Format	H	
10.	Forms and Formats(F-1 to F-11)	I	

Signature of Bidder with Seal

INDIANOIL CORPORATION LIMITED
(Petrochemical Marketing)
NOTICE INVITING TENDER

Tender No: Tender No: PC-M/PT/POLYMER/13-14/22

**Sub: Tender for setting up of RSC and Warehousing services for Storage and Handling of Polymer at the following location:
Raipur, Chhattisgarh**

IndianOil has initiated e-tendering for procurement of goods and services through its website <https://iocletenders.gov.in>. All interested bidders are requested to obtain Class-3 Digital Signature Certificate (DSC) from any authorized certifying agency approved by Govt of India and register themselves with IOCL on this website using the DSC. Detailed instructions are available on the website.

Indian Oil Corporation Ltd invites electronic bids through its website <https://iocletenders.gov.in> under two bid system, (Part-I i.e. Techno-Commercial Part & Part-II, i.e. Price Part) for the subject work, from experienced Contractors fulfilling the qualifying requirements stated hereunder:

Tender Type	Offer validity	Preferable Location	Dedicated Space Requirement (In square feet)	Earnest Money Deposit (Rs.) In lacs	Bid download period	Bid upload period	Credential Bid opening date and time
Two Bid, Public Tender	120 days	Raipur, Chhattishgarh	Minimum covered carpet area of 20000 square feet	1.70	23.01.2014(1100Hrs) to 12.02.2014(1800Hrs)	23.01.2014(1100Hrs) to 12.02.2014(1800Hrs)	On or after 13.02.2014 1130 Hrs

Evaluation will be done on independent basis. Pre –qualifications: The bidder(s) must have all of the following eligibility criterions:

1.0 Area of Warehouse:

- 1.1 Bidder should own the premises offered or offered premises should be leased to the bidder or bidder should have a confirmation letter from the owner for offer of premises for Polymer Regional Sales Centre (RSC) for at least a period of the next two year and six months from the date of opening of tender. (Relevant documents to be attached).
- 1.2 The Premises offered should be ready to use with minimum covered carpet area of 20000 square feet with adequate open space for loading/unloading/ movement and parking of trucks, etc. The minimum height of offered premises from floor to ceiling should be at least 20 feet.
- 1.3 **Preferred locations:** The warehouse shall preferably be at the following locations:
(i) Bhanpuri Chowk, (ii) Tatibandh Chowk, (iii) Rawabhata, (iv) URLA Industrial Area, (v) Transport Nagar (area within Tatibandh chowk to Rawabhata)

- 2.0 **Annual Turnover:** The annual turnover of the bidder should be Rs. 50.89. lacs in any one of the preceding three financial years(vendor's copy of balance sheet etc. will be required as proof).

Signature of Bidder with Seal

3.0 Single Work Order: For experience, the single work executed by the bidder, as main or sub-contractor, during any of the last five years ending on last day of the month immediately previous to the month in which last date of bid submission falls should be considered as per below:

- (i) One single work order of amount Rs.42.40 lakhs for similar work.
- (ii) Two single work orders of amount Rs.33.92 lakhs each for similar work.
- (iii) Three single work orders of amount Rs.25.44 lakhs each for similar work.

(Similar Work Means: Experience in warehouse management including handling, storage, loading / unloading of trucks are essential for quoting in the tender. All credentials are to be attached.)

TERMS & CONDITIONS

- (a) All eligible and interested bidders are mandated to get enrolled on e-Tendering portal (<https://iocletenders.gov.in>).
- (b) The subject tender is an e-tender & can be downloaded from IOCL website, <https://iocletenders.gov.in>. Tender Document will not be issued in person or sent by post. Mere obtaining tender document through IOCL website shall, however, not be construed that the bidder/agency is considered qualified.
- (c) Bidders are advised to read the instructions for participating in the e- tendering from the website <https://iocetenders.gov.in>. The Help Documentation placed at Home Page provides necessary guidance to bidders for using the e-Tendering site. A user id will be issued to each prospective bidder by e-Procurement system for participation in e-tendering through the enrolment process.
- (d) Bidder shall download the Bidding Document in his own name and submit the bid directly. The Bidding Document is non-transferable.
- (e) Bidders/Agencies shall ensure submission of complete information/documentations in the first instance itself. IOCL reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not in compliance with Bidding Document or with incomplete information documents are liable for rejection.
- (f) Bidders are requested to raise all clarifications related to tender during the Pre-bid meeting. Bids with any deviation/ queries will not be considered or accepted later on and bidders to ensure compliance of all provisions of the bidding document.
- (g) IOCL reserves the right to accept or reject any tender in part or full, without assigning any reason whatsoever.
- (h) IOCL will not be responsible for non-submission of bid due to any technical problem at bidder's end.
- (i) **The premises of the warehouse should not be in the premises of any of IOC's polymer customer.**
- (j) **The warehouse must be outside the octroi limit of Raipur.**

Note: All interested bidders are requested to register themselves with the portal indicated above and enroll their digital certificate with the user id for participation in the tender.

New Delhi.

Senior Manager (PC-Mktg)

Signature of Bidder with Seal

Indian Oil Corporation Limited
(Petrochemical marketing)
1st Floor, Indian Oil Bhavan
1, Sri Aurobindo Marg, Yusuf Sarai,
New Delhi – 110016

INVITATION TO BID

Sub- **Tender for setting up of RSC and Warehousing services for Storage and Handling of Polymer at**

Raipur, Chhattisgarh

Ref: Tender No.: PCM/PT/Polymer/RSC/13-14/...

Date:

1.0 Indian Oil Corporation Ltd invites to submit competitive offers as electronic bids through its website <https://iocletenders.gov.in> under two bid system, (Part-I i.e. Techno-Commercial Part & Part-II, i.e. Price Part) for the subject work, from experienced bidders fulfilling the qualifying requirements for the subject tender in complete accordance with our Tender Document and its attachments.

2.0 IOCL has set up an integrated Polymer Plant at Panipat Refinery, Panipat, Haryana, India. IOCL wishes to set up 'Regional Sales Centres' as below:

Location	Dedicated Space Requirement	Projected Annual handling Volume (MT)
Raipur, Chhattisgarh	Minimum covered carpet area of 20000 square feet	19200

3.0 Scope of Work: During the term of this contract, RSC operator shall render services, based on Intimation and Advise issued by IOCL from time to time. The detailed scope of work is mentioned in Annexure-F. The Regional Sales Centre (RSCs) scope of work shall broadly include the followings:

- Polymer bags unloading/destuffing (received by road/rail)
- Stacking inside warehouse of 20 bags with adequate facility.
- Rebagging/stitching of damaged bags
- Shifting to sales centre and storage
- Loading of trucks for delivery to customers
- Order processing, documentation, invoicing, MIS etc.,
- Security & Safety of product and manpower
- Housekeeping
- Ensuring quality & quantity of product in custody
- Arrangement/ co-ordination of trucks for transportation from RSC to customer for delivered supplies.
- Adequate manpower
- customers' truck.
- Ensure availability of empty bags/stitching machine/thread etc required for rebagging.
- Area requirements: The area requirements can be broadly classified as per details below:
 - a) Covered area : RSC operator may work out covered area as per the details mentioned below:
 - i) Polymer bags to be stored in maximum 24 lines in a stack.
 - ii) In addition to above covered space will also be required for keeping sweep/damaged material.

Signature of Bidder with Seal

- b) Open Area: In addition to the covered area, open area, which is sufficient for turning radius of a minimum 15 MT Truck would also be required for loading/unloading/movements and parking of trucks/containers.
4. Period: Unless otherwise specified by Corporation, the contract shall be awarded for two (2) years from date of start of contract as mentioned in work order and accepted by the party. However, IOCL reserves the right to foreclose the contract at any time by giving two month's notice.
 5. The contract may be extended for another term of one year at the same rate terms and conditions at the sole discretion of IOCL.
 6. Further, bidder shall give an undertaking on their letter head that the content of the bidding document has not been altered or modified.
 7. Submission of Bids: Submission of tender: Bidders are advised to download Notice Inviting Tender along with other tender documents and submit the declarations and tender documents along with clear scanned copies of required documents to substantiate the claim towards their credentials. While the tender shall be submitted online in soft copy on our e-tendering portal, the Earnest Money Deposit has to be submitted to tender inviting office as per tender instruction before the due date and time failing which the tender shall be summarily rejected. A scanned copy of the instrument DD/BG or exemption certificate in case of NSIC or exempted category has to be uploaded along with the tender in the appropriate link. The price bid (BoQ) must be submitted only in the prescribed Excel file available as a part of the e- tender. The tender and subsequent communications if any should be as a part of the bid. If the original EMD is sent by Registered Post/ Courier, the tenderer should ensure that it reaches the tender inviting authority before closing date and time. Tenderers should study the tender documents carefully before quoting.
 8. Filling of tender documents: All interested bidders have to quote their rates in the format available in the tender online. No other form of bid shall be accepted and the tender shall be summarily rejected.
 9. **Part-I:** Credential Bid complete with all technical and relevant details other than price shall be uploaded and this shall essentially contain the following documents:
 - a. Scanned copy of Earnest Money Deposit Instrument in the form of Demand Draft or Bank Guarantee (BG)
 - b. Instructions to Bidders (ITB) (Annexure-D) duly signed as token of acknowledgement and unconditional acceptance.
 - c. General Terms and Conditions (Annexure-E)
 - d. Special Terms and Conditions of Contract (SCC) (Annexure-F)
 - e. Price bid Format signed and stamped with an indication "Quoted" instead of Prices (Annexure-H).
 - f. Forms & Formats (Annexure-I).
 - 9.0 **Part-II:** "Price bid"- This part shall have only Price Schedule with prices duly filled in, digitally signed and uploaded. The price schedule shall be strictly as per Price bid format to the tender document except that the prices shall be duly filled in for Part -II.
 - 10.0 **TENDER OPENING:** OPENING OF TECHNO-COMMERCIAL BID:
 - 10.1 The Techno-commercial part of the Bid shall be opened on-line on the date & time mentioned in the NIT. No Bidder shall be required to be present in IOCL's office for any E-Tender opening process. Bidders can view the status & tender opening statement by logging on to the website.

Signature of Bidder with Seal

- 10.2 The Price Bids of only those bidders shall be considered for electronic opening and evaluation, whose bid is determined to be satisfying the prequalification criteria mentioned in NIT.
- 11.0 **Earnest Money Deposit (EMD):** Earnest Money Deposit (EMD) as mentioned in the NIT against RSC shall be furnished by the bidder to the Tender inviting authority on or before of tender submission date. Earnest money by the intending bidders shall be accepted only in the form of Demand Draft / Bankers Cheque drawn on a local bank in favour of the Corporation or Bank Guarantee in the prescribed format.
- 11.1 Tenders without EMD are liable to be rejected. However, Small-scale industries registered with NSSIC and PSUs of Central/State Governments of India are exempted from payment of EMD. Industries registered with NSIC shall provide necessary documentary evidence, whereas PSUs shall submit declaration to this effect that they are Central PSU.
- 11.2 Earnest Money Deposit of bidders disqualified during techno-commercial bid evaluation shall be released immediately after technical evaluation is approved by the competent authority.
- 11.3 Earnest Money Deposit of bidders qualified in the techno-commercial bid but unsuccessful in the price bid stage shall be released immediately after final approval of the proposal by the competent authority.
- 11.4 EMD of the successful bidder shall be released/adjusted after submission of initial security deposit.
- 11.5 The Earnest Money deposited by successful bidder shall be forfeited if the successful bidder fails to honour the offer terms after issuance of LOI/PO.
- 12.0 **VALIDITY OF RATES:** Quoted rates shall be valid for 120 days from the date of closing of tender unless extended by mutual consent in writing.

Thanking you,

For & on behalf of
Indian Oil Corporation Ltd
Senior Manager (PC-Mktg)

Signature of Bidder with Seal

Annexure-C

Indian Oil Corporation Limited
(Petrochemical marketing)
1St Floor, Indian Oil Bhavan
1, Sri Aurobindo Marg,
Yusuf Sarai, New Delhi - 110016

EMD PAYMENT DETAILS

A) EARNEST MONEY DEPOSIT (EMD):

Demand Draft No. _____ dated _____ for Rs issued by Bank in favour of Indian Oil Corporation Limited payable at New Delhi towards EMD for subject tender.

OR;

Bank guarantee for Rs..... lacs issued as per the attached format, submitted to IOCL in a sealed envelope towards EMD for the subject tender.

Tenders submitted without EMD shall be rejected summarily.

Signature of Bidder with Seal

INDIAN OIL CORPORATION LIMITED
(PETROCHEMICAL MARKETING)
INSTRUCTION TO TENDERERS

1.0 GENERAL GUIDELINES:

- 1.1 Bidders are advised to carefully study all the terms and conditions given in these tender documents before quoting their rates.
- 1.2 Before submitting the tender, each page of the tender documents along with the all its Annexure and Attachments must be signed by the Bidder over the firm's seal in token of their acceptance of the same.
- 1.3 Tender documents are supplied as one set of credential bid and price bid documents as two separate booklets. The complete set duly completed and signed is to be submitted to the Corporation.
- 1.4 Tender should be submitted only in the prescribed form supplied by the Corporation or downloaded from the website namely www.indianoiltenders.com
- 1.5 All entries should be made in ink and any correction should be attested by signatures of Bidder over the firm's seal. Over-writing will not be accepted. Incorrect words/figures should be crossed and correct figures rewritten with signature of Bidders. All pages of tender documents shall be signed and stamped by the Bidder as a token of having understood and accepted the provisions/ clauses. For any change/correction/amendment in tender document, it will be treated as Conditional tender and thus shall be considered as invalid.
- 1.6 Near relatives of an employee responsible for award and execution of this contract in the Corporation are NOT PERMITTED to quote. Bidders shall be obliged to intimate Corporation the names of persons who are near relatives of any employee of Corporation or in State or Central Government and who are working with the Bidder in their employment. Any violation of this condition, even if detected subsequent to the award of contract, would amount to breach of contract on Bidder's part entitling the Corporation to all rights and remedies available thereof.
- 1.7 The Bidder shall quote their rates with reference to each item and must tender for all the items shown in the attached price bid document. All rates quoted should be both in words and figures. In case of any difference between the two, the rates quoted in words would be considered as final and authentic.
- 1.8 Rates quoted would be valid and binding on the Bidder up to 120 days from the date of Closing of tender unless extended by mutual consent in writing. Breach of this provision will entail forfeiture of the Earnest Money Deposit.
- 1.9 Unless otherwise specified/agreed, the contract is awarded for the period of two years from date of start of contract as mentioned in work order and accepted by the party. Provision for extension of Contract for further period of one year may be considered on Corporation's option on same rates, terms and conditions.
- 1.10 The Corporation reserves its right to:
- a) Negotiate with any or all Bidders.
 - b) To reject any, or all tenders either in full or in part and/or accept any other tender, other than the lowest quotation without assigning any reason whatsoever.

Signature of Bidder with Seal

- 1.11 Observance of safety instructions at POLYMER Plant is of utmost importance. Bidder shall be bound to nominate their labourers for training at POLYMER Plant as and when such trainings are conducted and shall bear all expenses on account of their personnel for such training. The Bidder will deploy only such labourers who have attended such training course. Safety Supervisor shall endorse all requests for photo passes that requisite knowledge has been imparted for all fire fighting and operating equipments.
- 1.12 Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause, which is more beneficial to the Corporation, will be considered applicable at the time of any dispute.
- 1.13 The Bidder shall not be entitled to claim any costs, charges, expenses for or incidental to in connection with preparation and submission and subsequent clarification of his tender even if the Corporation decides to withdraw the invitation to tender or the tender is rejected and/or cancelled on any count.
- 1.14 Bidders will be required to quote for all the items of the Price Bid. The tender received with part quotes shall be summarily rejected.
- 1.15 In case of any dispute/difference arising out of interpretation of any of the clauses/terms/provisions, decision of the Corporation shall be final and binding on all parties including the Bidder.

2.0 RATES

- 2.1 Rates are to be quoted in Indian Rupees for each item per unit against the item given in Schedule of Rates 'SOR'.
- 2.2 The rates quoted shall be inclusive of all other taxes and statutory levies and/or duties as may be applicable at the time of performance of the Agreement. The applicable service tax will be paid on actual applicable from time to time. The Corporation shall make the payments after deductions of appropriate taxes as may be required under law from the Corporation. The Bidder shall not be eligible to claim any other benefits beyond the quoted rates irrespective of changes in wage structure / tax structures during the Contract period.

3.0 ELIGIBILITY CRITERIA FOR TENDERERS:

As notified in the **Notice Inviting Tender** (NIT).

4.0 EARNEST MONEY DEPOSIT (EMD):

As notified in the **Invitation To Bid**(ITB).

5.0 EVALUATION:

- 5.1 Credentials submitted along with tender shall be evaluated which may include site visits by IOCL official for physical verification based upon the Eligibility Criteria of tenders as mentioned in NIT.
- 5.2 The price bid of only the technically qualified parties will be opened and based upon the minimum financial outgo to the Corporation the L-1 bidders shall be determined.
- 5.3 IOCL intends to have only one qualified service providers at the Location, as specified, on lowest quoted Annual amount basis .i.e at L -1 rate. However Corporation reserves the right to reject unworkable/unviable rates quoted by bidders. Such bidders will be treated as disqualified and will be rejected. The decision of the Corporation in this regard will be final and binding.

Signature of Bidder with Seal

6.0 **NEGOTIATION:**

- 6.1 Corporation reserves the right to negotiate with any or all Bidders.
- 6.2 Bidders may be required to visit the office of the Corporation as advised to them for negotiations/ verification of documents entirely at the cost of Bidders.
- 6.3 Only the proprietor or Partner or an authorised representative of the firm or partnership firm or company of society should personally attend such negotiation as commitments made and or clarification given during negotiations will be binding on the Bidder. He should carry the necessary authorization to attend such negotiations and hand over the same to the Corporation's representatives participating in negotiation.
- 6.4 Originals of the documents submitted as enclosures along with the tender documents to substantiate statements made in the tender documents are to be produced for the verification by the corporation during negotiations or at any time.

7.0 **NOTIFICATION OF AWARD** (Letter of Intent-LOI)

- 7.1 The Corporation will notify the award by Letter of Intent to the successful Bidder.
- 7.2 Prior to the expiration of the period of Tender validity, the Corporation will notify the successful Bidder by Letter or fax to be confirmed by letter that Tender submitted by Bidder has been accepted by the Corporation and the " Letter of Intent " as above will constitute formation of Contract.
- 7.3 The successful Bidder on receipt of "Letter of Intent " which may be in the form of Fax of Intent or other mode shall convey his acceptance by return email/fax and to be confirmed by letter within 7 days.
- 7.4 Contract shall be effective from the date of "acceptance of LOI" or any such other date as notified by the Corporation.

8.0 **AGREEMENT:**

- 8.1 Successful Bidders would be required before undertaking the contract, to execute an agreement (draft given at attachment) within 15 days from the date of Letter of Intent failing which EMD is liable to be forfeited and the offer shall be withdrawn.
 - a) One specimen set of Agreement format is enclosed with tender documents. Bidders are advised to carefully read the same before submitting their tender.
 - b) Corporation would supply two sets of Agreement Form to the successful Bidder along with the LOI. Both sets are to be signed with the firm's seal and returned to the Corporation along with the letter-confirming acceptance of the LOI. One non-stamped copy will be returned to the successful Bidders duly signed by competent authority of the Corporation.
- 8.2 When the person signing the tender is not the sole proprietor, necessary Power of Attorney authorising the signatory to act on behalf of the proprietor/firm should be produced before signing the agreement and an authenticated copy of the Power of Attorney should be submitted for the Corporation record.

FAILURE TO EXECUTE AGREEMENT AND/OR FURNISH REQUIRED SECURITY DEPOSIT WITHIN PRESCRIBED TIME MAY RENDER THE BIDDER LIABLE FOR FORFEITURE OF EARNEST MONEY DEPOSIT AND WITHDRAWAL OF OFFER WITHOUT FURTHER NOTICE AND ALSO WITHOUT PREJUDICE TO THE RIGHTS OF THE CORPORATION TO RECOVER DAMAGES UNDER LAW.

Signature of Bidder with Seal

9.0 SECURITY DEPOSIT (SD):

9.1 Security of IOC stock:

In accordance to Policy on setting up of Regional Sales Centre (RSCs) for intra state sales of Polymer, security towards IOC stock to be kept in the custody of RSC operator shall be as follows:

(a) A Bank Guarantee amounting to 20% of the value of maximum stock to be kept in RSC. For the remaining 80% of the value of product, collateral security shall be in the form of either of the following

- (i) Mortgage of land, building, immovable property etc..
- (ii) Bank Guarantee

a) Security deposit shall be waived off in case of PSU Company like, CONCOR, CWC, NSIC etc for RSC operations.

b) Insurance covering full value of maximum stock to be kept in RSC will be taken by IOC. In addition fidelity cover against any mischief by operator or its employees will be taken by IOC.

9.2 **Security Deposit:** In case of non-fulfilment of the contract by the RSC operator, 10% of the contract value will be deducted from the Bank Guarantee submitted by the RSC operator for the purpose of 'Security of IOC stock' as above.

9.3 Successful Bidder(s) would also be required to submit Bank Guarantee amounting to 20% of the value of maximum stock to be kept in RSC within 15 days of the acceptance of Letter of Intent (LOI).

9.4 Any loss/damages to the Corporation as a result of any act and/or omissions of the Contractor out of the Contract would be adjustable first against the **Security of IOC stock**. Any damages in excess of the **Security of IOC stock** will be recovered from payments due under this Contract or deposits/payments due to the same Bidder under any other contract with the Corporation.

9.5 **Security of IOC stock** would be refunded only after six months of the satisfactory completion of the contract and/ or any extension thereof and written request from the Bidder duly accompanied by original cash receipt issued by the Corporation.

10.0 The RSC Operator should be in a position to handover readymade possession of premises to IOCL's requirements within 30 days time from the date of issue of LOI from IOCL.

11.0 INSPECTION:

11.1 IOCL shall be entitled to visit the offered RSC and any process carried therein to ensure compliance by the bidder. Bidder shall, at the request of IOCL make available for inspection by IOCL such as records/documents bearing connection with the tender/contract conditions and shall also furnish photocopies of documents as requested by IOCL. However,

- (i) any such inspection is a right of IOCL and not its obligation,
- (ii) such inspection by IOCL shall not in any manner relieve of its obligation or responsibilities under the tender/contract.

12.0 **DUPLICATION OF CLAUSE:** Whenever there is duplication of clause either in the terms and conditions or in the Agreement, the clause, which is beneficial to the contracting Corporation, will be considered applicable at the time of any dispute.

Signature of Bidder with Seal

INDIAN OIL CORPORATION LIMITED
(PETROCHEMICAL MARKETING)
Tender No. PC-M/PT/POLYMER/RSC/12-13/09B
GENERAL TERMS AND CONDITIONS

1.0 DEFINITIONS:

- 1.1 "CORPORATION" shall mean Indian Oil Corporation Limited (shall also mean to include IOCL as referred to in various parts of the Tender Document).
- 1.2 "CONTRACTOR" shall mean the person, firm or corporation with whom upon successful tendering process, the Corporation shall execute the Work order/Contract for providing warehousing, packaging and handling facility for Polymer.
- 1.3 CONTRACT/WORK ORDER shall mean the Order and all its attachments and exhibits along with the Tender Document and its Attachments and Annexure.

2.0 ASSIGNMENT AND SUBLETTING: Except with the prior written permission of the CORPORATION, the CONTRACTOR shall not assign its rights and obligations under this CONTRACT/WORK ORDER either in full or in part thereof to any other person or entity.

3.0 SPECIAL CONDITIONS OF CONTRACT:

- 3.1 In case of any difference between any terms of the General Conditions of Tender/Work Order /Contract and that of the Special Conditions of Tender/Work Order/Contract the terms of the Special Conditions shall supersede and prevail over the terms of the General Conditions.
- 3.2 This Tender/Contract shall be subject to these General Terms and Conditions and any additional/Specific conditions referred to in the Tender/Contract, and no deviations shall be made from the requirement of the Tender/ Contract or from the General and Special Terms and Conditions unless deviations are approved in writing by the Corporation.
- 4.0 DEFAULT: In the event of any default of the Bidder to comply with any of the provisions or requirements hereof, the Corporation shall have the right to terminate and cancel the Tender/Contract with or without notice and without prejudice to any other rights, options, or remedies the Corporation may have, and the Corporation shall be relieved from any further obligations to the Bidder hereunder. In the event of such cancellation of order, the Corporation shall be entitled to arrange for the balance work including supply of equipments, materials and services from alternate contractors at the risk & cost of Bidder. The waiver of one default shall not be considered an automatic waiver of any other defaults.

5.0 RESOLUTION OF DISPUTES/ARBITRATION:

- 5.1 All questions, disputes and differences arising under or in relation to this Agreement shall be referred to the sole arbitration of the Director (P&BD) of the Corporation. If Director (P&BD) is unable or unwilling to act as the sole arbitrator, the matter shall be referred to another officer of the Corporation as may be decided by Director (P&BD) in his place, who is willing to act as such sole arbitrator. It is known to the parties herein that the Arbitrator appointed hereunder is an employee of the Corporation and may be Shareholder of the Corporation. The arbitrator to whom the matter is originally referred, whether he is the Director (P&BD) or any other officer, as the case may be, on him being transferred or vacating his office or being unable to act, for any reason, the Director (P&BD) shall designate any other person to act as arbitrator in accordance with the terms of the Agreement and such person shall be entitled to proceed with the reference from the stage

Signature of Bidder with Seal

at which it was left by his predecessor. It is also the term of this Agreement that no person other than the Director (P&BD) or the person designated by the Director (P&BD) as aforesaid shall act as arbitrator. The award of the Arbitrator so appointed shall be final, conclusive and binding on all the parties to the Agreement and provisions of the Arbitration & Conciliation Act 1996 or any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

- 5.2 The parties hereby agree that the court in State of Delhi alone shall have jurisdiction to entertain any application or any award made by the Sole Arbitrator or other proceedings in respect of any thing arising under this Agreement.
- 5.3 The performance of all obligations under this contract shall not stop for any reason whatsoever during the said dispute/proceeding, unless the Tender is specifically directed by the Corporation to desist from working in this behalf.
- 5.4 The venue of arbitration shall be New Delhi and the language of proceedings shall be English. The Laws governing the substantive issues between the parties shall be the Laws of India.
- 6.0 **GOVERNING LAW AND JURISDICTION**: The Parties agree that the contract would be deemed to have been entered into at Delhi and would, therefore, shall be under the exclusive jurisdiction of Delhi Courts. All actions at law or suits arising out of, or in connection with this contract or the subject matter thereof and whether as to construction or otherwise shall be instituted in any court with competent jurisdiction in Delhi.
- 7.0 **SUSPENSION**: If at any time after the commencement of the work, the Corporation for any reason whatsoever does not require the whole/part thereof of work as specified in the tender to be carried out, the Corporation can also give notice in writing of the fact to the contractor for suspending whole/part of the specified work. The Contractor shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have otherwise derived from the execution of work in full, but which he did not derive in consequence of the full amount of the work not having been carried out. The Contractor shall not have any claim for compensation by reasons of any alterations having been made in original specifications and instructions, which involve any curtailment of the work, as originally contemplated.
- 8.0 **TERMINATION**: In the event of any breach of the terms and conditions of the Contract by the Bidder, the Corporation shall have the right to terminate the Contract without any liability, by giving one month's notice in writing, provided however, that it shall be obligatory on the part of the Bidder to complete its contractual obligation during the period of such notice.
- 9.0 **FORCE MAJEURE**:
- 9.1 The terms and conditions hereof shall be subject to Force Majeure. Neither the Corporation nor the Bidder shall be considered in default in the performance of their respective obligations hereunder, if such performance is prevented or delayed because of:
- a) Any war of hostilities;
 - b) Any riot of civil commotion;
 - c) Any earthquake, flood, tempest, lightning or other natural physical disaster, impossibility of the use of any Railway, Port, Airport, Shipping services or other means of transport.

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d) Any strike or lockout (only those exceeding 10 continuous days in duration) affecting the performance of the obligations of the Corporation or that of the Contractor or the ultimate buyer of POLYMER.

9.2 The Bidder shall be entitled to the benefit of this clause only if he informs of the circumstances amounting to force majeure to the Corporation of the happening thereof by fax, immediately followed by a confirmatory letter sent by Registered Post Acknowledgment due. In the event of the Bidder, pleading any grounds as constituting force majeure, the opinion of the Management of the Corporation on that behalf alone shall prevail and, if in the opinion of the Management, the grounds pleaded by the Bidder do not constitute force majeure, then the Bidder shall not be entitled to plead the same and/or claim any relief under this clause. In case an event of force majeure continues for more than 30 days, the Corporation and the Bidder shall consult each other to find measures of settlement.

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INDIAN OIL CORPORATION LIMITED
(PETROCHEMIAL MARKETING)
Tender No. PC-M/PT/POLYMER/RSC/12-13/09B
Detailed Scope of Work

Scope: During the term of this contract, RSC operator shall render services, based on Intimation and Advise issued by IOCL from time to time. The detailed scope of work against this tender is given below:

1.0 Services upon arrival of Truck-Inbound:

- (i) Upon arrival of truck/container inbound:
 - (a) RSC Operator Representative shall tally the Truck no. / Container no. with the no. specified in the Stock Transfer Challan and check the physical condition of the Truck/ container.
 - (b) RSC operator Representative shall visually check the physical condition of each POLYMER BAG bag containing the Product for dust, damage, leak, moisture and presence of water/ greasy material/etc. RSC Operator will ensure that any bags receipt in damaged condition will not be accepted.
 - (c) RSC operator Representative shall arrange weighment of at least three bags on each Truck (on random basis) and in case the weight varies beyond permissible limits (as advised by IOCL), then all bags in such Truck are required to be checked for weight and recorded.
 - (d) The quality and quantity particulars recorded pursuant to para (b) and (c) above, shall be specified by the RSC OPERATOR in all copies of the Stock Transfer Challan to be furnished by the driver of the Truck (Inbound) and each such copy shall be duly signed and stamped by RSC OPERATOR Representative. All such copies of the Stock Transfer Challan shall be countersigned by the driver of the Truck (Inbound). The transporter's copy of the Stock Transfer Challan shall be handed over to the driver of the Truck (Inbound).
 - (e) RSC OPERATOR shall arrange for offloading the Truck-Inbound, within 2 (two) hours of the Truck reporting at Point of Origin.
 - (f) RSC OPERATOR shall ensure that the bags containing the Product are off-loaded from the Truck/ container at the RSC in a safe and secure manner.
- (i) Storage
 - (a) The POLYMER BAG bags containing the Product shall be stored/stacked in an area demarcated exclusively for IOCL Product. RSC OPERATOR shall ensure that POLYMER BAG bags, which do not meet the quality and quantity norms as advised by IOCL, shall be segregated and identified as such within the RSC.
 - (b) RSC OPERATOR shall ensure that the POLYMER BAG bags/ containing the Product are stored and stacked in the RSC in such a manner so as to ensure that the POLYMER BAG bags/ are fit for use by IOCL customer. For such purpose RSC OPERATOR shall take the following minimum precautions:
 - (a) tarpauline sheet shall be spread on the ground
 - (b) Ensure cleanliness of the area for absence of dust, bird nest, water, greasy material etc. and avoid ingress of water/moisture particularly during rainy season.
 - (c) Ensure that the area remains no-smoking at all times and relevant signage to such effect should be displayed prominently.

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- (d) Ensure handling of POLYMER BAG bags manually.
- (e) Ensure that the POLYMER BAG bags are stored in minimum 1+2 stack arrangement. The ground area should be covered first before stacking the second row.
- (f) Ensure that history cards are available on all stacks for accounting purpose, Product IN and OUT should be entered on any movement.
- (g) All bags that are categorized as "Not to be dispatched" should be stored separately from the good bags.
- (h) RSC Operator will ensure that bags that developed tear in storage or handling will be stitched immediately without allowing product contamination. Usage of plastic tapes to arrest tear is advised.

2.0 Despatch of Trucks (Outbound):

- 2.1 RSC OPERATOR shall complete all documentation in connection with despatch of Products by the Trucks (Outbound), including billing in the name of IOCL in case of sale of Product in the format and rates specified by IOCL from time to time. IOCL shall make available to RSC OPERATOR necessary printed stationery required by RSC OPERATOR to comply with obligations specified in this clause.
- 2.2 Based on Advise issued by IOCL Representative from time to time, RSC OPERATOR shall ensure that the Product is loaded on Truck (Outbound) in a safe and sound manner. For such purpose RSC OPERATOR shall take the following minimum precautions:
 - (i) PP Woven sacks shall be loaded on the basis of first-in first-out.
 - (ii) Each POLYMER BAG shall be visually checked for dust, damage, soiling, moisture, water, greasy material, leak, stitch seams, damage in any loop etc.
 - (iii) One POLYMER BAG per truck shall be weighed. In case the weight is beyond permissible limits (as advised by IOCL), such bag is not to be despatched and shall be segregated and stored in a separate place identified for the same within the RSC and proper record shall be maintained. Further, in such event, all POLYMER BAG in such Truck are required to be checked for weight and recorded.
 - (ii) The Truck (Outbound) shall be checked for absence of dust, mud, moisture, water, greasy material, protruding object etc.
 - (iii) Floor area of the Truck (Outbound) shall be properly covered with polyethylene sheets/corrugated sheets/polythene sheets with all sides properly covered with corrugated paper wall. The material for covering will be provided by customers.
- 2.3 RSC OPERATOR shall obtain due acknowledgment for Product received in good condition from transporters after loading the trucks (outbound).

3.0 Facilities and Infrastructure:

- 3.1 RSC OPERATOR shall demarcate space measuring at least 20000 sq ft (or more if required by IOCL at agreed tariff) within the RSC to be exclusively used for the purposes of this subject tender.
- 3.2 Shades shall be erected at the loading/unloading bays so as to ensure that POLYMER BAG bags remains dust free. To facilitate loading/unloading minimum two number of Ramp shall be made available by RSC operator.
- 3.3 RSC operator shall ensure that minimum two number of battery operated FLT is available all time.
- 3.4 RSC operator shall ensure that all electrical fittings of premises are fire proof.
- 3.5 Warehouse is well lit and provision provided in loading area for Night Loading.

Signature of Bidder with Seal

- 3.6 RSC OPERATOR shall maintain within the RSC, exclusive office facilities for IOCL which shall include the followings:
- a) proper office room with furniture/ fixtures telephone and fax facility.
 - b) minimum of 2 (two) computers and printer with required computer operator for undertaking documentation as per requirements of IOCL..
 - c) proper internet connection at all times and connectivity between the RSC and IOCL's ERP system.
 - d) RSC OPERATOR shall engage the services of one manager, exclusively to over-see the activities as envisaged in this Agreement, and shall engage adequate manpower for handling the Product.
 - e) RSC OPERATOR shall also ensure that a check scale is available for use, as and when required.
 - f) IOCL will provide software as well as training to computer operator. For connectivity between the RSC and IOCL's ERP system, RSC OPERATOR shall facilitate the same.

4.0 Working hours: RSC OPERATOR shall ensure that operations at the RSC are conducted between 0900 hrs to 2000 hrs for 7 days in a week including Sundays and Holidays, in general. However, in case of heavy demand, this time be extended without any extra cost to IOC on prior intimation. Trucks reported upto 5 pm must be dispatched same day.

5.0 Maintenance

- 5.1 RSC OPERATOR shall ensure that the RSC, especially the portion demarcated for IOCL Products, is maintained in clean and proper condition, suitable for storage of Product, at all times and undertake any repairs, maintenance, modifications and additions as may be necessary to carry out obligations under this tender/contract and further ensure that the all Requirements are complied with in the storage and handling of the Product. The material safety and data sheet with respect to the Product is attached hereto as Exhibit 2, so as to assist RSC OPERATOR in taking special handling and storage care that is required in relation to the Product. Without prejudice to the aforesaid, RSC OPERATOR shall take particular care in ensuring that the RSC remains free and safe from moisture and pests.
- 5.2 RSC OPERATOR shall ensure that all necessary equipment, such as fork lift and check scale (min 1500 kg with tolerance limit of 100 gm), are available in good and proper condition at the RSC to as to enable loading and off-loading of the Product onto/from Trucks.
- 5.3 Attending IOCL Customers: RSC OPERATOR shall appropriately attend to IOCL's customers at the RSC during Working Hours.
- 5.4 Liability for Payments: RSC OPERATOR shall be solely responsible for any payment (whether by way of salary or other benefits or compensation, statutory or otherwise) to be made to any person including its employees or any other persons retained by RSC OPERATOR or the account of such person, who is involved in providing any part of operations carried out in the RSC.
- 5.5 RSC Expenses: RSC OPERATOR shall be responsible for all costs and expenses at the RSC incurred in complying with its obligations under this tender/contract, including electricity charges, water tax charges, postages, telephone, telex charges, municipal taxes and any other expenses and levies.

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5.6 **Insurance:**

- a) To be provided by RSC Operator: RSC OPERATOR shall at all times maintain valid insurance during the period of the Contract with respect to RSC premises, equipment at RSC and third party liability. RSC OPERATOR shall ensure that terms of any such insurance shall contain a waiver of subrogation rights against IOCL.
- b) IOCL shall be responsible for maintaining adequate insurance cover with respect to product stocked in the RSC pursuant to the execution of Agreement. Any Loss to Product of IOC n account of mishandling by Vendor would not be covered by this Insurance.

5.7 Compliance with Requirements: RSC OPERATOR shall ensure compliance with all Requirements and maintain all records (including statutory records and documentation) as may be applicable in the performance of the Agreement, including provisions of the Motor Vehicles Act, excise laws and various labour laws. Without prejudice to the generality of the aforesaid, RSC OPERATOR shall be liable for payment of service tax, compliance with obtaining and maintaining all applicable licenses/permits required to perform in terms of this Agreement.

5.8 Security Arrangements: RSC OPERATOR shall be responsible for all security arrangements, whether during Working Days or holidays, as may be required or deemed fit by RSC OPERATOR for the purpose of performing its obligations under the Agreement.

5.9 Reporting: RSC OPERATOR shall furnish reports and other records in a timely manner, as per the formats and periodicity advised by IOCL from time to time. Such reports shall be accurate and be signed by RSC OPERATOR Representative.

5.10 RSC Operator would have to send daily operation report to IOC followed by a Detailed Monthly Report by the 5th of every month which should also carry the physical inventory of stock of the month.

5.11 RSC Operator will ensure that ladders are procured for handling bags that are stored beyond 2 mt height.

5.12 RSC Operator will also ensure that Safety of the premises and its workers are their responsibility. Sufficient training must be given to all its workers engaged and ensure that safe practices are carried out and workers are wearing protective equipment.

5.13 DO's and DONT's list will be provided by IOC and should be prominently displayed in working area.

5.14 Joint Physical statement of stock would be verified on the 1st of every month and the final figure available physically at Warehouse will be certified between IOC and RSC Operator. Any difference in quantity between book and physical is to be recorded and loss that is on account of RSC Operation will be recovered from RSC Operator

Signature of Bidder with Seal

INDIAN OIL CORPORATION LIMITED
(PETROCHEMIAL MARKETING)
Tender No. PC-M/PT/POLYMER/RSC/12-13/09B
SPECIAL TERMS AND CONDITIONS

- 1.0 **EFFECTIVE DATE OF WORK**: The agreement would come into force with the effective date of contract. Effective date will be from the date of issue of work order awarding the job or such other date as may be notified by IOCL.
- 2.0 **DURATION**:
- 2.1 The duration of the contract shall be of two (02) Years.
- 2.2 The contract may be extended for another term of one year at the same rates, terms and conditions and at the sole discretion of IOCL.
- 3.0 **RATES**: Rates quoted/subsequently agreed upon negotiations shall be all inclusive of all other taxes and statutory levies and/or duties for the entire related activities in warehouse as per the items of price bid and shall be applicable for the entire contract period. The applicable service tax will be paid on actual applicable from time to time.
- 4.0 TERMS OF PAYMENT**
- 4.1 Fixed Rent and Charges**
- a) IOCL shall make the payment against the charges for providing services in terms hereof, as specified in Schedule of Rates, within 15 (fifteen) Working Days of receipt of the invoice by IOCL.
- b) If IOCL disputes the validity of any portion of any invoice, IOCL will timely pay RSC OPERATOR the undisputed portion and will notify RSC OPERATOR of the invoice dispute. IOCL and RSC OPERATOR will work diligently and in good faith to resolve any invoice dispute.
- c) Except as expressly specified in the tender/Agreement, IOCL shall not be liable to pay any amounts whatsoever to RSC OPERATOR or to any person claiming through RSC OPERATOR.
- 4.2 **Invoice**: RSC OPERATOR shall raise invoice with respect to rent and handling charges, by the 7th of every calendar month. Invoice for any particular calendar month shall be raised in the immediately following calendar month.
- 4.3 **Taxes**: RSC OPERATOR shall be responsible for any and all taxes, levies and other costs as may be applicable in the course of performing under this tender/contract and shall be responsible for filing all **applicable returns**. Excise filing of returns would be done by RSC Operator, IOC would help in verifying the Sales Document of the period. It would be the responsibility of RSC Operator to file the excise return with Excise authorities
- 4.4 **Place of Business**: IOCL shall arrange for notification of the RSC as a 'place of businesses as applicable under provisions relating to Sales Tax and Excise Tax. Sales tax registration with respect to the RSC shall be the responsibility of IOCL.
- 4.5 **Loss/Damage**: In case of any loss/damage of product during handling such as receipt, storage and dispatch, IOCL shall be entitled to recover such loss from RSC operator as per the product value including duties as per the last account of AC5/AC4.

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5.0 **OTHER ISSUES:**

5.1 **LIABILITY OF CLAIMS:** IOCL shall not be liable for payment of any claim for charges arising out of or in consequence of negligence on the part of RSC Operator or any of his employees to any property belonging to third parties or the RSC Operator or IOCL and any accident/untoward happening involving employees of the RSC Operator/any other agency. It shall be sole responsibility and liability of the RSC Operator and he shall indemnify and keep indemnified and saved harmless IOCL against the same at all times.

5.2 Items of work not covered in this tender will be mutually discussed. The decision of IOCL will be final, conclusive and binding on the RSC Operator.

5.3 In the event of the RSC Operator performing any job which, according to the RSC Operator, is not covered under the rates quoted and is chargeable in addition to other rates quoted, then the RSC Operator should get this confirmed including the charges from IOCL before performing such jobs and decision of IOCL is final and binding on RSC Operator.

6.0 **CONFIDENTIALITY:**

6.1 For the purposes of this Agreement, "Confidential Information" shall include, but is not limited to all data, information, reports, records, prototypes, samples, models, designs, depictions, film, audio-visual material, software, firmware, tapes, discs, formulae, specifications or other documents or things that may be supplied or made available by IOCL to RSC Operator. Confidential Information also shall include information that has come to the knowledge of RSC Operator relating to the business (including future or possible business) of IOCL its related and associated companies or its RSC Operators or customers pursuant to any dealings, discussions, negotiations, agreements or contracts entered into between the parties which is confidential or which IOCL should reasonably have assumed to be confidential or that the RSC Operator has generated/developed using IOCL resources.

6.2 **RSC Operator agrees to:**

a) Keep confidential Information confidential and secret, and shall not by default whether intentional or inadvertent disclose the information in a manner other than as set out in (i) to (iii) below;

b) only use Confidential Information for the purposes of, and to the extent required, by this Agreement;

c) only disclose Confidential Information:

i) to staff working on matters relating to this Agreement; or

ii) to RSC Operator, if any, who have executed a confidentiality covenant in a form agreed by IOCL and whose duties require such disclosure; or

iii) in accordance with a valid order or a court or tribunal requiring the disclosure of the Confidential Information, but to no other persons; and

d) disclose confidential Information in any other case only with IOCL's prior written consent and upon such terms and conditions as IOCL, may in its absolute discretion from time to time require.

6.3 RSC Operator accepts the responsibility of taking all reasonable steps to prevent disclosure by any person to whom RSC Operator has disclosed Confidential Information, and in any event of applying to Confidential Information no less than the same security and protection that it affords to its own information which it regards as secret and confidential.

6.4 Notwithstanding the parties agreement to submit disputes in respect of this Agreement to arbitration, RSC Operator agrees and acknowledges that a breach of its obligations under this Clause will cause irreparable harm to IOCL and would entitle IOCL, to seek immediate ex parte relief in a court of competent jurisdiction to restrain further misuse and/or

Signature of Bidder with Seal

dissemination of Confidential Information in addition to any other remedies to which IOCL, would be entitled in law or in equity.

6.5 No derogation: The undertakings contained in these Clauses are in addition to and shall in no way derogate from the obligations of the RSC Operator in respect of secret and confidential information at law or under any statute or trade or professional custom or use.

7.0 **APPLICABILITY OF STATUTORY GUIDELINES:**

7.1 The RSC Operator shall fully abide by all rules and regulations of labour laws of State Government and Central Government and other Government/Semi Government Authorities/standing instructions of IOCL. The following Labour Legislations with the latest amendment, from time to time, shall be complied with fully and rates quoted are inclusive of all these considerations:

- a) Minimum Wages Act, 1948.
- b) Equal Remuneration Act, 1976.
- c) Interstate Migrant Workman (Regulations of Employment and conditions of service) Act, 1979
- d) Contract Labour (Regulations & Abolition Act, 1970).
- e) Factories Act.
- f) Workmen Compensation Act.
- g) Industrial Disputes Act.
- h) Provident Fund Scheme
- i) Employees State Insurance Act
- j) Any other Laws of State/Central Government/Public Sector Undertakings, related to the Contract.

8.0 **GENERAL:**

8.1 The RSC Operators shall observe and implement all the laws of the land, the rules framed there under which are beneficial to the staff employed by him/them and that IOCL shall in no event, be liable or responsible for any default that will arise out of non-observance of such laws/rules on the part of the RSC Operator and the RSC Operator shall indemnify and keep indemnified IOCL against the same and from all proceedings in respect thereof.

8.2 The RSC Operator shall comply with all statutory provisions relating to his trade/business/profession including his own employees or employees engaged by RSC Operator and IOCL shall not be responsible for his omission or commission.

8.3 Whenever there is a duplication of clause either in the terms and conditions or in the agreement, the clause, which is beneficial to IOCL, will be considered applicable at time of any dispute.

8.4 As per the prevalent laws, the Income Tax will be deducted at source at the prevailing rates from time to time while making payment of bill.

8.5 The RSC Operator's labour should not use any hook or any sharp instrument/gadget while lifting the POLYMER BAG bags, which may cause damage to the bags/liners. Any damage to the bag/ liner during operations shall be recovered from the RSC Operator.

9.0 Termination of Contract or Forfeiture of SD/EMD: In the event of any violation of the Tender conditions and consequently the Contract by the Bidder, IOCL may either reject the tender or terminate the Contract and as a result forfeit the EMD and/or SD. In such an event, IOCL may add the name of the Bidder in their holiday and/or black list for all future tenders and contracts.

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Schedule of Rates								
Polymer Warehouse at Raipur, Chhattisgarh								
S.No	Items Description	Unit	Qty (monthly)	Qty (annual)	Rate			Amount Rs.)
					(Rs./sqft)	(Rs./month)	(Rs./MT)	
1	Rent for warehouse space	Sq ft	20000	240000		-	-	
2	Warehouse services charges including data entry, housekeeping and documentation	per month	1	12	-		-	
3	Cargo Handling Charges: (unloading/loading at RSC, stacking ,destacking, quality control ,safety, provision of ancillary facilities/services and documentation as per IOC norms, invoicing etc all complete), including any other charges as may be applicable.	MT	1600	19200	-	-		
4	Total Cost per annum							
5	Service Tax @12.36%							
6	Total Annual Financial implication for the period of 12 months							
7	Total Financial implication for 24 months							

Note:

- 1) Rates are to be quoted in Indian Rupees for the unit given along each item.
- 2) Rates are to be quoted in words and in figures. In case of any difference between the two, the rates quoted in words would be considered as final and authentic.
- 3) Rates quoted shall be inclusive of all taxes, duties, levies, etc. whatsoever applicable during currency of contract period. Service Tax will be paid as applicable.
- 4) Any cutting / alterations are to be properly authenticated by authorised signatory of Bidder at all places.
- 5) Use of white/erasing fluid for correcting the rates is banned. Wherever the rates are corrected with white/erasing fluid, the bids will be summarily rejected.

Signature of Bidder with Seal

FORMS AND FORMATS

F-1-BID FORM

F-2- BIDDER'S GENERAL INFORMATION

F-3- LETTER OF AUTHORITY

F-4- PERFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

F-5 -RELATIONSHIP WITH IOCL DIRECTORS

F-6-BANK DETAILS OF BIDDERS

F-7 – BG IN LIEU OF EARNEST MONEY DEPOSIT

F-8- BANK GUARANTEE FOR SECURITY DEPOSIT

F-9- NO DEVIATION CONFIRMATION

F-10 DISCLAIMER

F-11-Contract AGREEMENT

F-1

BID FORM

To,

**Sr MANAGER (PC – Marketing)
INDIAN OIL CORPORATION LIMITED (Corporate Office)
1st Floor, Indian Oil Bhawan
1, Sri Aurobindo Marg, Yusuf Sarai, NEW DELHI-110016**

Dear Sir,

Subject: Tender for setting up of RSC and Warehousing services for Storage and Handling of
POLYMER
TENDER NO. PC-M/PT/POLYMER/RSC/13-14/....

With reference to your subject tender, we confirm having carefully read, studied and understood various conditions/documents supplied with the tender and submit them duly signed and stamped as having accepted in TOTO in conformity with, the said Bid Documents, including Addenda/corrigenda Nos. _____.

We confirm that this bid is valid for a period of four (4) months from the date of opening of Bid, and it shall remain binding upon us and may be accepted by any time before the expiration of that period. If our bid is accepted, we will provide the security deposit on IOC stock (@Rs. within fifteen days of such award.

Until a final Agreement is prepared and executed, the bid together with your written acceptance thereof in your notification of award shall constitute a binding Agreement between us.

We understand that Bid Document is not exhaustive and any action and activity not mentioned in Bid Documents but may be inferred to be included to meet the intend of the Bid Documents shall be deemed to be mentioned in Bid Documents unless otherwise specifically excluded and we confirm to perform for fulfilment of Agreement and completeness of the Work in all respects within the time frame and agreed price.

We understand that you are not bound to accept the lowest price or any bid that you may receive.

We submit herewith our quotation, duly signed.

Signature of Bidder with Seal

F-2**BIDDER'S GENERAL INFORMATION**

1. Name of the firm:
- 2(a) Registered office address of the firm:
- (b) Address for correspondence:
3. Phone Nos.:
4. Fax Nos.:
5. Mobile Nos.:
6. E-mail address:
7. Status of the Applicant (Individual, Proprietorship, Partnership, Limited Liability Partnership, Limited Company, Co-operative Society):
8. Registration No.:
9. Year of establishment:
10. Permanent Account No. (PAN issued by Income Tax Dept.):
11. Name and address of Proprietor/ Partners/ Directors:

Sr.	Name	Status	Address

12. Whether bidder/ Prop. / any of the Partners/ Directors are related (as defined under Companies Act 1956) to any of Directors of Company to which tender is being submitted. If so, name of Director of Corporation & nature of relationship:_____
13. We confirm that we are not involved in any litigation, which would render the performance of any obligation impossible in case, the contract is awarded to us.
14. We confirm that rates offered by us will remain valid for acceptance by you up to 120 days from the date of opening of this tender.

Signature of Bidder with Seal

F-3

LETTER OF AUTHORITY
PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES

Ref. No.

Date:

To,

Indian Oil Corporation Limited
Petrochemicals Marketing
1-Sri Aurobindo Marg
Yusuf Sarai
New Delhi-110016

Dear Sir,

We _____ hereby authorize following representative(s) to attend un-priced bid opening and price bid opening and for any other correspondence and communication against above Bidding Document:

1) Name & Designation _____ Signature _____
2) Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature :

Name & Designation :

For and on behalf of

Note: This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder. Not more than two persons are permitted to attend techno -commercial un-priced and price bid opening.

Signature of Bidder with Seal

F-4

DECLARATION OF BLACK LISTING/HOLIDAY LISTING

In the case of a Proprietary Concern:

I hereby declare that neither I in the name of my Proprietary concern M/s _____ which is submitting the accompanying bid/tender no. any other concern in which I am proprietor nor in any partnership firm in which I am involved as a Managing Partner have been placed on black list or holiday list declared by Indian Oil Corporation Ltd. or its Administrative Ministry, except as indicated below:

(Here give particulars of blacklisting or holiday listing and in absence thereof state "NIL")

In the case of a Partnership Firm:

We hereby declare that neither we, M/s _____ submitting the accompanying Bid/Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor of any firm or concern have or has been placed on blacklist or holiday list declared by Indian Oil Corporation Ltd. or its Administrative Ministry, except as indicated below:

(Here give particulars of blacklisting or holiday listing and in absence thereof state "NIL")

In the case of Company:

We hereby declare that we have not been placed on any holiday list or black list declared by Indian Oil Corporation Ltd. or its Administrative Ministry, except as indicated below:

(Here give particulars of blacklisting or holiday listing and in absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Indian Oil Corporation Ltd. or its Administrative Ministry, shall have the right to reject my/our Bid, and if the Bid has resulted in a contract, the contract is liable to be terminated.

Signature of Bidder with Seal

F-5

DETAILS OF RELATIONSHIP WITH DIRECTORS

Bidders should furnish following details in the appropriate part based on their organization structure.

Organizational structure	Part of the form applicable.
Proprietary Firm	PART – A
Partnership Firm	PART – B
Company (Private / Public) / Co- operative Society	PART – C

PART – A

(Applicable where Firm is Proprietary)

1. Name of the Proprietor:
2. Address:
3. State whether bidder is related to any of the Director(s) of the Corporation: YES / NO
4. If ` YES ` to 3, State the name(s) of the Director(s) and Bidder's relationship with him / her.

Strike off whichever is not applicable.

Date:

Signature_____

Name of Person signing the tender_____

Bidder's Name and address with seal_____

PART – B

(Applicable where the Tender is from a partnership firm)

1. Name of the partnership firm responding to the tender:
2. Address:
3. Names of partners:
4. State whether any of the partner of the bidder is a Director of IOC: Yes/No
5. If `Yes` to (4) state the name(s) of the Director(s).
6. State whether any of the partner of the bidder is related to any of the Director(s) of IOC: Yes/No
7. If `Yes` to (6) state the name(s) of the Director(s) & the bidder partner's relationship with him/ her.

Strike off whichever is not applicable.

Date:

Signature_____

Name of Person signing the tender_____

Bidder's Name and address with seal_____

PART – C

(Applicable where the Firm is a Public / Pvt. Ltd. Company/ Co-op. Society)

1. Name of the Company/ Co-operative Society responding the tender:
2. Address of: (a) Registered Office:
(b) Principal Office:

Signature of Bidder with Seal

- 3. State whether the Company is a Pvt. Ltd. Co. or Public Co. or Co-operative Society:
 - 4. Names of Directors of the Company/ Co-operative Society:
 - 5. State whether any of the Director Of the Bidder/ Company is a Director of IOC: Yes/No
 - 6. If 'Yes' to (5) state the name(s) of the Director(s):
 - 7. State whether any of the Director of the Bidder Company is related to any of the Director(s) of IOC: Yes/No
 - 8. If 'Yes' to (7) state the name(s) of the Director(s) & the Concerned Director's (of the bidder Co.) relationship with him /her.
- Strike out whichever is not applicable.

Date: _____ Signature _____
 Name of Person signing the tender _____
 Bidder's Name and address with seal _____

DECLARATION 'I'

We declare that we have complied with and have not violated any clause of the standard Agreement.

Date: _____ Signature _____
 Name of Person signing the tender _____
 Bidder's Name and address with seal _____

DECLARATION 'II'

We declare that we do not have any employee who is related to any officer of the Corporation/ Central/ State Government.

OR

We have the following employees working with us who are relatives of the officers of the Corporation/ Central /State Government.

Name of the Employee Of the Contractor	Name and Designation of the Officer of the Corporation / Central / State Government and relationship.
1. _____	
2. _____	

Strike off whichever is not applicable.

Date: _____ Signature _____
 Name of Person signing the tender _____
 Bidder's Name and address with seal _____

DECLARATION 'III'

The Bidder is required to state whether he/ she is a relative of any Director of the Corporation or the bidder is a firm in which Director of Corporation or his relative is a partner or is any other partner of such a firm or alternatively the Bidder is a private company in which Director of Corporation is member or Director, (the list of relative(s) for this purpose is given below)

N.B: Strike off whichever is not applicable. If the bidder employs any person subsequent to signing the above declaration and the employee so appointed happens to be relative of the Officer of the Corporation/ Central/ State Government, the bidder should submit another declaration furnishing the names of such employees who is/are related to the Officer/s of the Corporation/ Central/ State Government.

Signature of Bidder with Seal

LIST OF RELATIVES

A person shall be deemed to be a relative of another, if any and only if,

i) He / She / They are members of Hindu Undivided family or

ii) He / She / They are Husband & Wife or

iii) The one is related to the other in the manner indicated below.

1. Father
2. Mother (including Step Mother)
3. Son (including Step Son)
4. Son's Wife
5. Daughter (including Step Daughter)
6. Father's Father
7. Father's Mother
8. Mother's Mother
9. Mother's Father
10. Son's Son
11. Son's Son's Wife
12. Son's Daughter
13. Son's Daughter's Husband
14. Daughter's Husband
15. Daughter's Son
16. Daughter's Son's Wife
17. Daughter's Daughter
18. Daughter's Daughter's Husband
19. Brother (including Step Brother)
20. Brother's Wife
21. Sister (including Step Sister)
22. Sister's Husband

Signature of Bidder with Seal

F-6
BANK ACCOUNT DETAILS OF THE BIDDER

Dated:

To,

M/s Indian Oil Corporation Ltd.

Address

Dear Sir ,

With reference to your advice, we hereby agree to accept the payment of our bills through "RTGS/NEFT/Electronic Mode".

The desired bank account details are given below:

1.	Vendor Code allotted by IOCL in SAP	
2.	Name of Beneficiary (i.e IOCL Vendor)	
3.	Name of the Beneficiary's Bank	
4.	Address of the Beneficiary's Bank Branch	
5.	Contact details of Branch with STD Code	
6.	Beneficiary's Bank Account No. (as per cheque copy)	
7.	Beneficiary's Account Type (SB/CC/CA)	
8.	Beneficiary's Bank IFSC Code (11 Digit)	
9.	Mobile No of Beneficiary (One Number only)	
10.	E-Mail Id of Beneficiary (One Mail Id only)	

A blank cancelled cheque leaf relating to the above bank account is enclosed for verifying the accuracy of the bank details.

I hereby declare that the particulars given above are correct and complete. I agree to receive transactional SMS / E-Mail Alerts from IOCL with regard to my bill payments

(Signature of Account Holder)

Seal of

the Vendor

Encl: Cancelled Cheque

**** We hereby confirm that the above bank account details of beneficiary are correct in all respects and the account of Beneficiary (IOCL vendor) is maintained at our bank branch.

(Name of Bank & Branch)

Authorized Signatory

**** Verification required only in case vendors name is not printed/appearing on the cancelled cheque leaf being submitted to IOCL office

Signature of Bidder with Seal

F-7

FORM OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT
(On non-judicial stamp paper of appropriate value)
(Validity of Bank Guarantee shall be at least for six months)

BG NO: _____

DATED: _____

VALID UPTO: _____

To,
Indian Oil Corporation Limited
Petrochemicals Marketing
1-Sri Aurobindo Marg
Yusuf Sarai
New Delhi-110016

Ref: Tender for setting up of RSC and Warehousing services for Storage and Handling of
POLYMER at **Raipur, Chhattisgarh**

Dear Sirs,

1. In consideration of the Indian Oil Corporation Ltd. (hereinafter called the "Corporation") having agreed to accept from _____ (Name of the bidder) _____ (hereinafter referred to as the "Bidder"). Earnest Money in the form of Bank Guarantee, under the terms and conditions of tender no. _____ dated _____ in connection with "Tender for setting up of RSC and Warehousing services for Storage and Handling of Polymer".
" (hereinafter called "the said tender"), for the due observance by the said bidder of the stipulation to keep the offer open for acceptance for a period of _____ days from the date of the opening of the tender and other stipulations of the tender . We, _____ (indicate the name of the bank) hereinafter referred to as "the Bank" at the request of _____ (mention the name of the bidder) do hereby undertake to pay on demand to the Indian Oil Corporation Limited an amount not exceeding Rs. _____ in the event of the said tendered having incurred forfeiture of earnest money as aforesaid or for the breach of any of the terms or conditions or the stipulations of the said tender and/or the contract if awarded including but not limited to non performance of the contract caused due to revision in price/pricing basis after close of the pricing part of the tender under an order of the Indian Oil Corporation Limited.
2. We _____ (indicate the name of Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Indian Oil Corporation Limited stating that the amount claimed is due by way of forfeiture of earnest money or any loss or damage caused to or suffered or would be caused to or suffered by the Indian Oil Corporation Limited by reason of breach by the said tendered any of the terms or conditions or stipulations contained in the said tender or by reasons of the bidder's failure to perform the stipulations of the said tender. Any said such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We _____ (indicate the name of the bank) undertake to pay to the Indian Oil Corporation Limited any money so demanded notwithstanding any dispute or disputes raised by the tendered in any suit or proceeding pending before any court or Tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by the bank under this bond shall be a valid discharge of our liability for

Signature of Bidder with Seal

payment there under and the bidder shall have no claim against us for making such payment.

4. We _____(Name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the terms, conditions or stipulations of the said tender and that it shall continue to be enforceable till all the dues of the Indian Oil Corporation Limited under or by virtue of the said tender/ contract have been fully paid and its claims satisfied or discharged or till Indian Oil Corporation Limited certifies that the terms and conditions of the said tender and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ____ we shall be discharged from all liability under this guarantee thereafter.
1. We _____ (name of the bank) further agree with the Indian Oil Corporation Limited that the Indian Oil Corporation Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or to extend time of performance by the said bidder from time to time or to postpone for any time or from time to time any of the powers exercisable by the Indian Oil Corporation Limited against the said bidder and to forbear or enforce any of the terms or conditions relating to the said tender and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said bidder or for any forbearance, act or omission on the part of Indian Oil Corporation Limited or any indulgence by the Indian Oil Corporation Limited to the said bidder or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.
2. This guarantee will not be discharged due to the change in the constitution of the bank or the bidder.
3. We, _____(name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Indian Oil Corporation Limited in writing.

Dated the __ day of ____ 200

For _____

Place :
Date:

(indicate the name of the bank)

Signature of Bidder with Seal

F-8

BANK GUARANTEE-SECURITY TOWARDS IOC STOCK

(ON NON-JUDICIAL STAMP PAPER OF THE REQUIRED VALUE)

BG No.:

Date:

Amount:

Validity:

To,
Indian Oil Corporation Limited
Petrochemical –Marketing Dept
Corporate office

Ref: "Tender for setting up of RSC and Warehousing services for Storage and Handling of POLYMER at RSC Raipur, Chhattishgarh.

Dear Sir,

A. In consideration of M/s Indian Oil Corporation Limited having its registered office at INDIAN OIL BHAWAN, G-9, Ali Yavar Jung Marg Bandra (East) Mumbai-400051 and a place of business at ----- (hereinafter called the Corporation/Indian Oil) having agree to exempt M/s _____ having its office at _____ (hereinafter called the "said carriers") from the demand under the terms and conditions of the Agreement/Contract/offer letter/work order no. _____ dated _____ made between the Corporation and M/s. _____ the carrier(s) (for hereinafter called the said agreement) of the security deposit for the due fulfilment by the said carrier(s) of the terms and conditions contained in the said Agreement on production of a Bank guarantee for Rs. _____ (Rupees _____ only). We _____ (hereinafter referred to as Bank) at the request of M/s. _____ (Carrier(s)) do hereby undertake to pay to the Corporation an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered by the Corporation by the reasons of any breach by the said carrier(s) of any of the terms and conditions contained in the said Agreement.

B. We _____ (name of the bank) _____ do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reasons of breach of the said carrier(s) of any of the terms and conditions contained in the said agreement or by reason of the carrier's failure to perform the said Agreement. Any such demand made in the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our

Signature of Bidder with Seal

liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

C. We undertake to pay the Corporation any money so demanded notwithstanding any dispute or disputes raised by the carrier(s) in any suit or proceedings pending before any court or Tribunal or Arbitrator relating there to our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the carrier(s) shall have no claim against us for making such payment.

D. We _____ (name of Bank) _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the corporation certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said carrier(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

E. We _____ (name of bank) _____ further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said carrier(s) from time to time or to postpone from any time or from time to time any of the powers exercisable by the Corporation against the said carrier(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said carrier(s) or from any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said carrier(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

F. This guarantee will not be discharged due to the change in the constitution of the bank or the carrier(s).

G. The bank agrees that this guarantee may be invoked on a number of occasions but so that the total amount payable hereunder shall not exceed Rs. _____.

H. We _____ (name of the Bank) undertake not to revoke this Guarantee during its currency except with the previous consent of the Corporation in writing. Notwithstanding anything contained hereinabove,

a. The liability of the Bank under this Guarantee shall not exceed the amount of Rs. _____ (Rupees _____ only).

Signature of Bidder with Seal

b) This guarantee shall remain valid for a period of _____ (state period of validity) from the date hereof.

Dated _____ day of _____ 200__

(Name & Signatures of the bank)

Note: Validity of Bank Guarantee shall be beyond six months of Validity of Contract

Signature of Bidder with Seal

F-9
NO DEVIATION CONFIRMATION

To,

Indian Oil Corporation Limited
Petrochemicals Marketing
1-Sri Aurobindo Marg
Yusuf Sarai
New Delhi-110016

Dear Sir,

We understand that any deviation/exception in any form may result in rejection of bid. We, therefore, certify that we have not taken any exceptions/deviations anywhere in the bid and we agree that if any deviation/exception is mentioned or noticed, our bid may be rejected.

(SEAL AND SIGNATURE OF BIDDER)

F-10

DISCLAIMER

Bidders should ensure that bidding document is complete in all respects. In the event that the bidding document or any part thereof is mutilated or missing, the bidder shall notify IOCL immediately at the following address:

Indian Oil Corporation Limited
Petrochemicals Marketing
1st Floor, Indian Oil Bhawan
1-Sri Aurobindo Marg
Yusuf Sarai
New Delhi-110016

Kind attn: Mr. U Basak,
SM(Logistics)
Ph: +91-11-26524034
email:basaku@indianoil.in,

In the event such written notice is not received at the aforementioned office within seven (7) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document. IOCL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding documents.

Signature of Bidder with Seal

F-11
INDIAN OIL CORPORATION LIMITED
(Petrochemicals Marketing)
Contract Agreement

This Agreement has been entered into on the [] day of [], 2014, at New Delhi,

by and between

M/s Indian Oil Corporation Limited, a company incorporated, existing and functioning under laws of India, presently having its registered office at G9, Ali Yavar Jung Marg, Bandra (East), Mumbai 400 051 and Business Development office at Indian Oil Bhawan, Yusuf Sarai, New Delhi-110 016 (hereinafter referred to as 'IOCL', which expression shall, unless repugnant to the subject or context, be deemed to include its successors, administrators and permitted assigns) of the One Part;

and

M/s _____, (name of RSC Operator) having its Registered Office _____(address) and having its corporate office at _____(address) (hereinafter referred to as ' RSC OPERATOR', which expression shall, unless repugnant to the subject or context, be deemed to include its successors, administrators and permitted assigns) of the Other Part.

Whereas

- A. IOCL has set up an integrated POLYMER Plant at Panipat Refinery, Panipat, Haryana, India. IOCL wishes to set up 'Regional Sales Centres' at various locations in India so as to enable distribution and sale of POLYMER in an efficient manner.
- B. RSC OPERATOR has represented that it has adequate resources and experience to render services required to set up and operate a 'regional sales centre' as desired by IOCL.
- C. Parties wish to reduce into writing their understanding as set forth below.

Parties agree as follows:

Clause 1 Definitions and Interpretation

1.1 Definitions

Unless repugnant to the meaning or context hereof, terms used in this agreement in the uppercase form shall have the meaning as given below:

'Advise' shall mean the advise issued by IOCL Representatives to RSC OPERATOR Representatives for despatch of product from RSC to the customer.

'Agreement' shall mean this Agreement entered into between IOCL and RSC OPERATOR including any amendments hereto.

'Effective Date' shall have the meaning assigned to it in Clause 2.

'Intimation' shall mean the intimation issued by IOCL Representatives to RSC OPERATOR Representatives for product despatch by IOCL, Panipat intended for RSC.

Signature of Bidder with Seal

'Liabilities' shall mean all direct, indirect and consequential losses, costs, damages, expenses, penalties, interest, claims (including third party claims) and liabilities imposed, claimed or levied or assessed against IOCL, attorneys' fees and disbursements of any kind or any nature whatsoever imposed upon IOCL, whether incurred directly or indirectly by IOCL.

'Party' shall mean IOCL and RSC OPERATOR individually and 'Parties' shall mean IOCL and RSC OPERATOR collectively.

'Person' shall mean, without limitation, an individual, corporation (including a non-profit corporation), partnership, joint venture, trust, association, organisation, or other entity or governmental authority and shall include any successor (by merger or otherwise) of such entity.

'Point of Origin' shall mean the gate of the premises of the RSC.

'Point of Destination' shall mean the location as specified in the relevant Advise.

'Product' shall mean POLYMER(in various grades) stuffed in 25 Kg PP Woven Sacks (POLYMER BAG), depending on the context in which the expression is used.

'Requirement' shall mean requirement as per any legislation, rule, judicial order or any order of any person having the force of law, prevailing as on the day compliance is sought.

'RSC' shall mean the Regional Sales Centre located _____(address) at described in Exhibit 1 attached hereto.

'Stock Transfer Challan' shall mean the stock transfer challan bearing the signature of IOCL Representative certifying amongst other things the quantity and quality of the Product in the relevant Truck (Inbound).

'Transitional Period' shall mean with respect to the Product, the period commencing from the Point of Origin till the loading of Product on outbound truck.

'Truck' shall mean the trucks used for loading of Product and carriage as envisaged in the Agreement.

'Truck (Inbound)' shall mean Truck containing Product and reporting/intended to report at the RSC.

'Truck (Outbound)' shall mean Truck containing Product and despatched from the RSC.

'Working Days' shall mean, as to any location, any day other than notified holiday observed by IOCL.

'Working Hours' shall mean 0900 am to 0800 pm on all Working Days.

1.2 Interpretation

- (i) Unless otherwise specified, any reference to Clauses, Sub-Clauses, Paragraphs and or Exhibits is intended to refer to Clauses, Sub-Clauses, Paragraphs and or Exhibits of the Agreement.
- (ii) Titles of Clauses, Sub-Clauses, Paragraphs and or Exhibits are intended for convenience of reading only and do not represent nor shall they be construed to represent any other meaning.
- (iii) References in this Agreement to any agreement or document, shall be construed as a reference to each such agreement or document as the same may have been, or may from time to time be, amended, varied, novated, replaced or supplemented.

Signature of Bidder with Seal

- (iv) Unless otherwise specified, expressions such as 'hereby', 'hereunder' or the like are intended as 'by this Agreement' and 'under this Agreement' or the like as applicable and not by or under a specific Clause or Paragraph.
- (v) Where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase shall have the corresponding meanings.

Clause 2 Effective Date

This Agreement shall come into full force and effect as on the date of _____

Clause 3 Scope

- 3.1 During the term of this Agreement, RSC OPERATOR shall render services, based on Intimation and Advise issued by IOCL from time to time. The engagement by IOCL of RSC OPERATOR in terms of this Agreement is on a non-exclusive basis and nothing contained herein shall affect the right of IOCL to engage services of other Persons for similar services.
- 3.2.1 RSC OPERATOR shall, during the Transitional Period and at all hours, be fully and exclusively responsible for the safety, quantity and quality of Product as specified in the relevant stock transfer challan as held in their custody in performance of this agreement.

Clause 4 Obligations of RSC OPERATOR

4.1 Services

RSC OPERATOR shall, based on Intimation and Advise, provide 'warehousing services', in compliance with all Requirements/ guidelines and manuals provided by IOCL, including but not limited to:

4.1.1 Services upon arrival of Truck-Inbound

- (i) Upon arrival of Truck-Inbound;
 - (a) RSC OPERATOR Representative shall tally the Truck no./ container no. with the no. specified in the Stock Transfer Challan and check the physical condition of the Truck/ container.
 - (b) RSC OPERATOR Representative shall visually check the physical condition of each bag containing the Product for dust, damage, leak, moisture and presence of water/ greasy material/etc.
 - (c) RSC OPERATOR Representative shall arrange weighment of atleast three bags on each Truck (on random basis) and in case the weight varies beyond permissible limits (as advised by IOCL), then all bags in such Truck are required to be checked for weight and recorded.
 - (d) The quality and quantity particulars recorded pursuant to para (b) and (c) above, shall be specified by the RSC OPERATOR in all copies of the Stock Transfer Challan to be furnished by the driver of the Truck (Inbound) and each such copy shall be duly signed and stamped by RSC OPERATOR Representative. All such copies of the Stock Transfer Challan shall be countersigned by the driver of the Truck (Inbound). The transporter's copy of the Stock Transfer Challan shall be handed over to the driver of the Truck (Inbound).

Signature of Bidder with Seal

- (e) RSC OPERATOR shall arrange for offloading the Truck-Inbound, within 2 (two) hours of the Truck reporting at Point of Origin.
 - (ii) RSC OPERATOR shall ensure that the bags containing the Product are off-loaded from the Truck/ container at the RSC in a safe and secure manner. The bags containing the Product shall be stored/stacked in an area demarcated exclusively for IOCL Product. RSC OPERATOR shall ensure that bags, which do not meet the quality and quantity norms as advised by IOCL, shall be segregated and identified as such within the RSC.
 - (iii) RSC OPERATOR shall ensure that the bags containing the Product are stored and stacked in the RSC in such a manner so as to ensure that the bags are fit for use by IOCL customer. For such purpose RSC OPERATOR shall take the following minimum precautions:
 - (a) tarpauline sheet shall be spread on the ground
 - (b) ensure cleanliness of the area for absence of dust, bird nest, water, greasy material etc. and avoid ingress of water/moisture particularly during rainy season.
 - (c) ensure that the area remains no-smoking at all times and relevant signage to such effect should be displayed prominently.
 - (d) ensure handling of POLYMER BAG bags by FLT
 - (e) ensure that the POLYMER BAG bags are stored in maximum 1+2 stack arrangement. The ground area should be covered first before stacking the second row.
- 4.1.2 (i) RSC OPERATOR shall demarcate space measuring atleast 20000 sq feet (or more if required by IOCL at agreed tariff) within the RSC to be exclusively used for the purposes of this Agreement. RSC OPERATOR shall maintain within the RSC, exclusive office facilities for IOCL which shall include;
- (a) a proper office room with furniture/ fixtures telephone and fax facility,
 - (b) minimum of 02 (two) computers and printer with required computer operator for undertaking documentation as per requirements of IOCL, and
 - (c) proper internet connection at all times and connectivity between the RSC and IOCL's ERP system.
- (ii) RSC OPERATOR shall engage the services of one manager, exclusively to over-see the activities as envisaged in this Agreement, and shall engage atleast 10-15 persons for handling the Product.
- (iii) RSC OPERATOR shall also ensure that a check scale is available for use, as and when required.
- (iv) IOCL will provide software as well as training to computer operator. For connectivity between the RSC and IOCL's ERP system, RSC OPERATOR shall facilitate the same.
- (v) RSC OPERATOR shall ensure that operations at the RSC are conducted between 0900 hrs to 2000 hrs for 7 days in a week.
- 4.1.3 RSC OPERATOR shall complete all documentation in connection with despatch of Products by the Trucks (Outbound), including billing in the name of IOCL in case of sale of Product in the format and rates specified by IOCL from time to time. IOCL shall make available to RSC OPERATOR necessary printed stationery required by RSC OPERATOR to comply with obligations specified in this clause.
- 4.1.4 Based on Advise issued by IOCL Representative from time to time, RSC OPERATOR shall ensure that the Product is loaded on Truck (Outbound) in a safe and sound manner. For such purpose RSC OPERATOR shall take the following minimum precautions:
- (i) POLYMER BAG bags shall be loaded on the basis of first-in first-out.

Signature of Bidder with Seal

(ii) Each POLYMER BAG shall be visually checked for dust, damage, soiling, moisture, water, greasy material, leak, stitch seams, damage in any loop etc.

(iii) One POLYMER BAG per truck shall be weighed. In case the weight is beyond permissible limits (as advised by IOCL), such bag is not to be despatched and shall be segregated and stored in a separate place identified for the same within the RSC and proper record shall be maintained. Further, in such event, all bags in such Truck are required to be checked for weight and recorded.

(iv) The Truck (Outbound) shall be checked for absence of dust, mud, moisture, water, greasy material, protruding object etc.

(v) Floor area of the Truck (Outbound) shall be properly covered with polyethylene sheets/corrugated sheets/polythene sheets with all sides properly covered with corrugated paper wall. The material for covering will be provided by IOCL.

4.1.5 RSC OPERATOR shall obtain due acknowledgment for Product received in good condition from transporters after loading the trucks (outbound).

4.1.6 In case of any loss/damage of product during receipt, storage and dispatch, IOCL shall be entitled to investigate the matter and in case it is found that the loss/damage is attributable to RSC operator, then IOCL shall be entitled to debit cost of product on the basis of POLYMER product value as mentioned in last Stock transfer challan generated by PPMC, Panipat.

4.2 Maintenance

4.2.1 RSC OPERATOR shall ensure that the RSC, especially the portion demarcated for IOCL Products, is maintained in clean and proper condition, suitable for storage of Product, at all times and undertake any repairs, maintenance, modifications and additions as may be necessary to carry out obligations under this Agreement and further ensure that the all Requirements are complied with in the storage and handling of the Product. The material safety and data sheet with respect to the Product is attached hereto as Exhibit 2, so as to assist RSC OPERATOR in taking special handling and storage care that is required in relation to the Product. Without prejudice to the aforesaid, RSC OPERATOR shall take particular care in ensuring that the RSC remains free and safe from moisture and pests.

4.2.2 RSC OPERATOR shall ensure that all necessary equipment, such as fork lift and check scale (min 1500 kg with tolerance limit of 100 gm), are available in good and proper condition at the RSC to as to enable loading and off-loading of the Product onto/from Trucks.

4.3 Attending IOCL Customers

RSC OPERATOR shall appropriately attend to IOCL's customers at the RSC during Working Hours.

4.4 Liability for Payments

RSC OPERATOR shall be solely responsible for any payment (whether by way of salary or other benefits or compensation, statutory or otherwise) to be made to any person including its employees or any other persons retained by RSC OPERATOR or the account of such person, who is involved in providing any part of operations carried out in the RSC.

4.5 RSC Expenses

RSC OPERATOR shall be responsible for all costs and expenses at the RSC incurred in complying with its obligations under this Agreement, including electricity charges, water tax charges, postages, telephone, telex charges, municipal taxes and any other expenses and levies.

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4.6 Timely Service

As time is the essence of the Agreement, RSC OPERATOR agrees to provide all infrastructure and service in a manner necessary to effect the timely and safe implementation of the Agreement.

4.7 Insurance

RSC OPERATOR shall at all times maintain valid insurance during the period of the Contract with respect to RSC premises, equipment at RSC and third party liability. RSC OPERATOR shall ensure that terms of any such insurance shall contain a waiver of subrogation rights against IOCL.

4.8 Compliance with Requirements

RSC OPERATOR shall ensure compliance with all Requirements and maintain all records (including statutory records and documentation) as may be applicable in the performance of the Agreement, including provisions of the Motor Vehicles Act, excise laws and various labour laws. Without prejudice to the generality of the aforesaid, RSC OPERATOR shall be liable for payment of service tax, compliance with obtaining and maintaining all applicable licenses/permits required to perform in terms of this Agreement.

4.9 Security Arrangements

RSC OPERATOR shall be responsible for all security arrangements, whether during Working Days or holidays, as may be required or deemed fit by RSC OPERATOR for the purpose of performing its obligations under the Agreement.

4.10 Reporting

RSC OPERATOR shall furnish reports and other records in a timely manner, as per the formats and periodicity advised by IOCL from time to time. Such reports shall be accurate and be signed by RSC OPERATOR Representative.

4.11 Incidental Activities

RSC OPERATOR agrees to do, in good faith, all such activities, as may be necessary to comply with its obligations set forth in clause 4.

Clause 5 Obligations of IOCL

5.1 Make Payments

IOCL shall make payments to RSC OPERATOR in accordance with sub-Clause 7.1.

5.2 Product Insurance

IOCL shall be responsible for maintaining adequate insurance cover with respect to Product stocked in the RSC pursuant to the Agreement.

5.3 Stationery

IOCL shall make available to RSC OPERATOR necessary printed stationery required by RSC OPERATOR to comply with obligations specified in Clause 4.1.3.

5.4 Place of Business

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IOCL shall arrange for notification of the RSC as a 'place of businesses as applicable under provisions relating to Sales Tax and Excise Tax. Sales tax registration with respect to the RSC shall be the responsibility of IOCL.

Clause 6 Covenants

6.1 Inspection

6.1.1 IOCL shall be entitled to visit the RSC and any process carried therein to ensure compliance by RSC OPERATOR of this Agreement. RSC OPERATOR shall, at the request of IOCL make available for inspection by IOCL such records/documents bearing connection with the performance of the Agreement by RSC OPERATOR and also furnish photocopies of documents and may be requested by IOCL. Provided however,

- (iii) any such inspection is a right of IOCL and not its obligation,
- (iv) Such inspection by IOCL shall not in any manner relieve RSC OPERATOR of its obligation or responsibilities under the Agreement.

6.2 Indemnity

6.2.1 Indemnity by RSC OPERATOR

- (i) RSC OPERATOR agrees to indemnify IOCL in case any representations or warranty under the Agreement is found to be untrue or inaccurate.
- (ii) RSC OPERATOR shall be liable to fully indemnify IOCL against all Liabilities, in case of any loss caused to IOCL or any of its employees, directors or consultants, authorised representatives, agents, subsidiaries, successors and assigns, in the course of performance of the Agreement by RSC OPERATOR.
- (iii) Without prejudice to the generality of the aforesaid clause, RSC OPERATOR agrees to indemnify IOCL against all Liabilities by virtue of, or in connection with, or arising out of any:
 - (a) Failure of RSC OPERATOR to maintain or take appropriate licenses/permits/consent to carry out the purposes of the Agreement;
 - (b) Claims made by any employees or agents of RSC OPERATOR, including any claim by RSC OPERATOR personnel that they are IOCL employees for any purpose; and
 - (c) Claims arising from the negligence of RSC OPERATOR in performing its obligations under the Agreement.
 - (d) Third party claims e.g., discharge of effluent into nearby drains-neighbourhood.
 - (e) The foregoing indemnities in paragraphs (a) to (c) above shall not apply to the extent such liability arises from or as a result of any negligent act or omission of IOCL.

6.2.2 Indemnity by IOCL

IOCL agrees to indemnify RSC OPERATOR in case any representations or warranty under the Agreement is found to be untrue or inaccurate.

6.3 Encumbrance

RSC OPERATOR acknowledges that it has no right to create any lien over the Product stored therein pursuant to the Agreement under any circumstance.

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6.4 Handover upon Termination

Upon expiration or termination of this Agreement for whatever reason, RSC OPERATOR shall facilitate a smooth transition by rendering all such co-operation, including but not limited to handing over all stocks, materials, stationery belonging to IOCL, furnishing all relevant documents/records, as may be requested by IOCL, for a period of at least 30 (thirty) days from the date of such expiration or termination.

Clause 7 Payments and Taxes

7.1 Fixed Rent and Charges

In consideration of RSC OPERATOR performing its obligations hereunder, IOCL agrees to pay to RSC OPERATOR the following:

- 7.1.1 IOCL agrees to pay the charges for providing services in terms hereof, as specified in Exhibit 3, within 15 (fifteen) Working Days of receipt of the invoice by IOCL.
- 7.1.2 If IOCL disputes the validity of any portion of any invoice, IOCL will timely pay RSC OPERATOR the undisputed portion and will notify RSC OPERATOR of the invoice dispute. IOCL and RSC OPERATOR will work diligently and in good faith to resolve any invoice dispute. Meanwhile, RSC OPERATOR agrees that it shall continue to perform under the Agreement.
- 7.1.3 Except as expressly specified in the Agreement, IOCL shall not be liable to pay any amounts whatsoever to RSC OPERATOR or to any person claiming through RSC OPERATOR.

7.2 Invoice

RSC OPERATOR shall raise invoice with respect to rent and charges, by the 7th of every calendar month. Invoice for any particular calendar month shall be raised in the immediately following calendar month.

7.3 Taxes

RSC OPERATOR shall be responsible for any and all taxes, levies and other costs as may be applicable in the course of performing under this Agreement and shall be responsible for filing all applicable returns.

8. Representations and Warranties

8.1 Representations and Warranties of IOCL

IOCL hereby represents and warrants to RSC OPERATOR as follows:

- (i) IOCL is competent to enter into the Agreement and perform in terms thereof.
- (ii) Execution of this Agreement or performance hereof by IOCL shall not violate any rule, regulation, law, order of court or contract by which IOCL is bound.

8.2 Representations and Warranties of RSC OPERATOR

RSC OPERATOR hereby represents and warrants to IOCL as follows:

- (i) RSC OPERATOR is competent to enter into the Agreement and perform in terms thereof.

Signature of Bidder with Seal

- (ii) Execution of this Agreement or performance hereof by RSC OPERATOR shall not violate any rule, regulation, law, order of court or contract by which RSC OPERATOR is bound.
- (iii) RSC OPERATOR is fully entitled to operate the RSC and the equipment in terms of the Agreement and the same are not encumbered in any manner and nor has RSC OPERATOR entered into any agreement whereby the same may be subject to encumbrance.

9. Other Provisions

9.1 Term and Termination

9.1.1 This Agreement shall be for a period of two year from the Effective Date, unless terminated earlier in terms hereof, renewable at the sole option of IOCL.

9.1.2 This Agreement may be terminated by IOC without assigning any reasons, by giving 02 month notice in writing to the Party.

9.1.3 Upon termination of this Agreement;

- (i) rights and obligation accrued by either Party prior to the date of termination shall not be affected,
- (ii) all rights granted by IOCL to RSC OPERATOR under this Agreement, shall come to an end,
- (iii) the obligation of RSC OPERATOR under Sub-Clause 6.4 shall not be affected in any manner, and
- (iv) RSC OPERATOR shall forthwith return to IOCL all unused stationery and promotional literature and material given by IOCL to RSC OPERATOR hereunder and shall remove all IOCL signage from the RSC. RSC OPERATOR shall ensure that signage is left mutilated.

9.1.4 Termination of this Agreement shall not affect provisions, which are intended by their very nature to survive termination of the Agreement, including provisions relating to indemnity.

9.2 Force Majeure

9.2.1 Any delay or failure by a Party in the performance of this Agreement (with the exclusion of confidentiality obligations under Clause 9.6 and payment obligations under this Agreement) shall be excused if and to the extent caused by force majeure event. Events of force majeure shall mean the following:

- (i) Acts of God;
- (ii) Acts of war of the public enemy, hostilities, or warlike operations (whether war be declared or not), invasion, act of foreign enemy, civil war or acts of terrorism;
- (iii) Public disorders, insurrection, revolution, rebellion, sabotage, riots, mutiny, usurpation of military power, conspiracy, civil commotion or violent demonstrations;
- (iv) Explosions, fires, earthquake, landslide, volcanism, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or inclement weather condition, nuclear and pressure waves or other natural calamities;
- (v) order of any governmental authority; and
- (vi) Sabotage, embargo, import restriction, port congestion, lack of usual means of public transportation and communication (where caused by circumstances that are themselves events of force majeure), industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine or plague;

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It is understood that commercial hardship, third party breach, equipment breakdown, strike and shutdown or lockout of the RSC OPERATOR shall not constitute an event of force majeure.

9.2.2 The Party suffering a force majeure event shall notify the other Party immediately in writing of the beginning and the cessation of the above circumstances.

9.2.3 In case of occurrence of an event of force majeure, each Party shall bear any costs incurred by it resulting there from. The Party affected by an event of force majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such event of force majeure including recourse to alternate acceptable sources of services and reasonable adjustment of work activities.

9.3 Dispute Resolution

As both Parties are Public Sector Undertakings, all questions, disputes and differences arising under or in relation to this Agreement shall be settled as per guideline issued by Department of Public Enterprise in this regard.

9.4 No Partnership

Nothing contained herein shall be construed to mean any relationship of partnership between the Parties.

9.5 Assignment

RSC OPERATOR shall not assign this Agreement or any part hereof without the prior written consent of IOCL. IOCL shall be free to assign this Agreement.

9.6 Confidentiality

9.6.1 Each Party shall keep strictly confidential and shall not disclose to any third party the contents of this Agreement, any information provided to such Party ('Receiving Party') by the other Party ('Disclosing Party') pursuant to this Agreement or relating to the negotiations or performance of this Agreement. RSC OPERATOR shall ensure that its employees, agents, partners, contractors, consultants have similar obligation of confidentiality.

9.6.2 Nothing contained herein shall prevent the Receiving Party from disclosing any confidential information received from the Disclosing Party if and to the extent; (i) required to do so by law or any court, governmental or regulatory authority, provided that the Receiving Party shall give the Disclosing Party a complete description of the required disclosure; (ii) disclosed to the professional advisers or auditors of such Party; (iii) such information has come into the public domain through no fault of the Receiving Party; or (iv) the Disclosing Party has given its prior written consent to such disclosure.

9.7 Entire Agreement

This Agreement represents the entire agreement between the Parties in relation to the subject matter contained herein. Any amendment to this Agreement shall be in writing as may be mutually agreed between the Parties.

9.8 Severability

If any provision of this Agreement shall be determined to be void or unenforceable under applicable law such provisions shall be deemed to be amended or deleted in so far as is reasonably inconsistent with the provision of this Agreement and to the extent necessary

Signature of Bidder with Seal

to conform with applicable laws and the remaining provisions of the Agreement shall remain valid and enforceable in accordance with its terms.

9.9 Waiver

Failure of either Party to enforce at any time or for any period of time any provision hereof shall not be construed to be waiver of any provisions or of the right thereafter to enforce each and every provision; nor shall any single or partial exercise of any right, power or privilege preclude any other future exercise thereof operate as a waiver.

9.10 Concurrent Rights

Parties shall be free to exercise any one or more of their rights concurrently.

9.11 Jurisdiction

Courts in Delhi alone shall have jurisdiction with respect to any matter arising hereunder or connected hereto.

9.12 Notice

9.12.1 Any notice required herein or otherwise shall be delivered to the address of each Party mentioned below or shall be served by registered mail, courier, or facsimile (followed by a letter in original) to the proper address mentioned below.

If intended for IOCL:

DGM (PCMO)
Indian Oil Corporation Ltd
1, Sri Aurobindo Marg
Yusuf Sarai
New Delhi-110016
Fax no.: 011- 26512611

If intended for RSC OPERATOR:

9.12.2 All other correspondence and invoices sent by RSC OPERATOR to IOCL shall be addressed for the attention of the DGM (PC-M), and for those to be sent by IOCL to RSC OPERATOR, the same shall be addressed to the attention of such person as is indicated by the RSC OPERATOR. If sent by facsimile or e-mail the same shall be confirmed by sending the hard copy in the manner indicated in sub-clause 9.12.1.

The above addresses may be changed by two weeks written notice thereof to the other Party.

9.13 Counterparts

This Agreement shall be executed in two counterparts and each of them shall be an original but both the counterparts together shall constitute one and the same instrument.

Signature of Bidder with Seal

In witness whereof, the Parties hereto have signed and executed this Agreement on the date first mentioned hereinabove.

(Signature)
For M/s Indian Oil Corporation Limited
(Authorized Signatory)
Name and Designation:
Date:

Witness
Signature:
Name:
Particulars:
Address:
Date:

(Signature)
For M/s _____
(Authorized Signatory)
Name and Designation:
Date:

Witness
Signature:
Name:
Particulars:
Address:
Date:

Signature of Bidder with Seal

Exhibit 1
[Ref- clause 1.1]
Description of RSC

S.No	Name of RSC	Location	State
1	RSC Raipur	Raipur	Chhattishgarh

Exhibit 2

[Ref- clause 4.2.1]
Material Safety and Data Sheet



Indian Oil Corporation Limited
Petrochemical Marketing

Exhibit 2

[Ref- clause 4.2.1]
Material Safety and Data Sheet

1. POLYPROPYLENE
2. SECTION 1 – CHEMICAL PRODUCT AND COMPANY

Chemical Name & Synonyms : Polypropylene (PP) Copolymer
Chemical Family : Polyolefin
C.A.S. No. : **9010-79-1**

Formula : -

Manufacturer's Name : Indian Oil Corporation Limited
Address : Indian Oil Bhawan, 1- Sri Aurobindo Marg, Yusuf Sarai, New Delhi-110016

3. SECTION 2 - COMPOSITION / INFORMATION ON INGREDIENTS

CHEMICAL NAME	CONTENT (Normal)*	CAS NUMBER	ACGIH TLV-TWA	ACGIH TLV-STEL	IDLH
Polypropylene	99.25 wt%	9010-79-1	10 mg/m ³ (inhalable fraction)	NA	NA
Proprietary additives	<=0.75 wt%	Mixture			

* For different grades of PP, minor changes may be there.

4. SECTION 3 - HAZARDS IDENTIFICATION**5.**

Information Pertaining To Particular Dangers for Man And Environment: Negligible hazard at ambient temperature (-18°C to +50°C)

Classification System: Product is not considered to be hazardous under normal processing conditions.

6. SECTION 4 - FIRST AID MEASURES

GENERAL INFORMATION: At room temperature the product is neither an irritant nor gives off hazardous vapours. The measures listed below apply to critical situations (Fire, incorrect process conditions).

Skin Contact: If molten material contacts the skin, immediately flush with large amounts of water to cool the affected tissues and polymer. Do not attempt to peel the polymer from skin. Obtain immediately emergency medical attention if burn is deep or extensive.

Eye Contact: Flush eyes thoroughly with water for several minutes and seek medical attention if discomfort persists.

Inhalation: If symptoms are experienced, move victim to fresh air. Obtain medical attention if breathing difficulty persists.

Ingestion: Adverse health effects due to ingestion are not anticipated.

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7. SECTION 5 - FIRE FIGHTING MEASURES

Flash Ignition Temperature : 335°C

Auto Ignition Temperature : 350°C

Flammable Limits : NA

Suitable Extinguishing Media: Water, Foam, Carbon Dioxide, Dry Chemical Powder

For Safety reasons, unsuitable extinguishing media: None

Protective Equipment: Respiratory & Eye protection for fire fighting personnel

Special hazards caused by the material, its products of combustion or resulting gases:

In case of fire it can release: Carbon dioxide (CO₂), and when lacking oxygen (O₂), carbon monoxide (CO), Ketones & Aldehydes. The products of the burning are dangerous. The formation of hydrocarbons and aldehydes are possible in the initial stages of a fire (especially in between 400°C and 700°C).

Additional information: Heat value: 8000 - 11000 kcal/kg

8. SECTION 6 - ACCIDENTAL RELEASE MEASURES

Spill and Leak procedure : Sweep up spilled material for use or disposal. Good house keeping must be maintained to avoid potential slipping problem.

Caution : Keep walking surface free of spilled material to avoid slipping hazard.

9. SECTION 7 - HANDLING AND STORAGE

HANDLING

Information for safe handling: No special requirements necessary, if handled at room temperature. Avoid spilling the product, as this might cause falls.

STORAGE

Requirements to be met by storerooms and containers: This product may react with strong oxidising agents & should not be stored near such materials. Store the bags in areas protected with automatic sprinklers. Storage temperature should be below 60° C.

Do not smoke.

Take precautionary measures to prevent the formation of static electricity.

Electric safety equipment.

Open flames prohibited.

Store the product in bags, car silos, container, or large cartons.

Information about storage in one common storage facility: Not required.

Further information about storage conditions:

Protect from heat and direct sunlight.

Store container in a well ventilated position.

Store under dry conditions.

Specific applications For safe stacking follow the storage recommendations specific for this product.

Signature of Bidder with Seal

10. SECTION 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

ENGINEERING CONTROLS: Use in a well-ventilated area. If handling results in dust generation, special ventilation may be needed to minimize dust exposure. If heated material generates vapour or fumes, use process enclosures, local exhaust ventilation, or other engineering controls to control exposure.

PERSONAL PROTECTIVE EQUIPMENT: Respiratory system: Product processing, heat sealing of film or operations involving the use of wires or blades heated above 300°C may produce dust, vapour or fumes. To minimize risk of over exposure to dust, vapour or fumes it is recommended that a local exhaust system is placed above the equipment, and that the working area is properly ventilated. If ventilation is inadequate, use certified respirator that will protect against dust/mist.

Skin and body: Hot material: Wear heat-resistant protective gloves, clothing and face shield able to withstand the temperature of the molten product. Cold material: None required; however, use of gloves is good industrial practice.

Hand: Hot material: Wear heat-resistant protective gloves able to withstand the temperature of the molten product. Cold material: None required; however, use of gloves is good industrial practice.

The correct choice of protective gloves depends upon the chemicals being handled, the conditions of work and use, and the condition of the gloves (even the best chemically resistant glove will break down after repeated chemical exposures). Most gloves provide only short time of protection before they must be discarded and replaced. Because specific work environments and material handling practices vary, safety procedures should be developed for each intended application. Gloves should therefore be chosen in consultation with the supplier/manufacturer and with a full assessment of the working conditions.

Eyes: Safety glasses with side shields. Use dust goggles if high dust concentration is generated.

11. SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

Form	: Solid Granules
Colour	: Translucent to White
Odour	: Slight Waxy Odour
Melting point/Melting range	: 130-167°C
Flash point	: > 329°C
Ignition temperature	: > 400°C
Decomposition temperature	: > 300°C
Danger of explosion	: Product is not explosive.
Density	: 0.89-0.94 g/cm ³
Solubility in / Miscibility with Water	: Insoluble
Additional information	: Soluble in boiling, aromatic chlorinated solvents

12. SECTION 10 - STABILITY AND REACTIVITY

Chemical stability

This product is stable under normal use conditions for shock, vibration, pressure or Temperature.

Chemical stability - Condition to Avoid: Avoid strong oxidizing agents. Avoid Processing Material over 300°C

Hazardous Polymerisation: Not likely to occur

Corrosivity: Product is not corrosive

Dangerous products of decomposition: No hazardous decomposition products known at room temperature. At elevated temperature the material will begin to decompose producing fumes that can contain CO₂, CO, Ketones & Aldehydes.

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13. SECTION 11 - TOXICOLOGICAL INFORMATION

ACUTE TOXICITY: Primary irritant effect:

- on the skin: No irritant effect.
- on the eye: No irritant effect.
- Sensitization: No sensitizing effect known.

ADDITIONAL TOXICOLOGICAL INFORMATION:

When used and handled according to specifications, the product does not have any harmful effects according to our experience and the information provided to us.

14. SECTION 12 - ECOLOGICAL INFORMATION

Information about elimination (persistence and degradability):

Other information: The product is not biodegradable.

General notes: The product is not toxic, small particles can have physical effects on water and soil organisms.

15.

16. SECTION 13 - DISPOSAL CONSIDERATIONS

Product:

Recommendation

- 1) Recycle (Reprocess)
- 2) Disposal through controlled incineration or authorised waste dump in accordance with Local, State or Federal Regulations.

Uncleaned Packaging:

Recommendation: Disposal must be done according to official regulations.

17. SECTION 14 - TRANSPORT INFORMATION

Transport/Additional information: Not regulated as a dangerous goods for transportation.

18. SECTION 15 - REGULATORY INFORMATION

National regulations, other regulations, limitations and prohibitive regulations

PP manufactured by IOCL shall meet the requirement stipulated in IS: 10910 on "Specification for Polypropylene and its copolymer for safe use in contact with foodstuff, Pharmaceuticals & Drinking Water".

Additives incorporated in this grade conform to the positive list of constituents as prescribed in IS: 10909.

The product & additives incorporated in it also comply with FDA: CFR Title 21.177.1520 Olefin Polymer.

19. SECTION 16 - OTHER INFORMATION

The information supplied has been based upon the current level of information available, for the purpose of specifying the requirements regarding environment, health and safety in conjunction with the product. They are not to be interpreted as a warranty for specific product characteristics. **Indian Oil Corporation Ltd.** takes no responsibility for inappropriate use, processing and handling by purchasers and users of the product.

Signature of Bidder with Seal

LLDPE

SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Chemical Name & Synonyms	: Liner Low Density Polyethylene (LLDPE)
Chemical Family	: Polyolefin
C.A.S. No.	: 9002-88-4
Formula	: (-CH ₂ -CH ₂ -) n
Manufacturer's Name	: Indian Oil Corporation Limited
Address	: Indian Oil Bhawan, 1- Sri Aurobindo Marg, Yusuf Sarai, New Delhi-110016
Website	: www.iocl.com

20. SECTION 2 - COMPOSITION / INFORMATION ON INGREDIENTS

Paints Preservatives & Solvents	%	TLV (Units)	Alloys & Metallic Coatings	%	TLV (Units)
Pigments	Nil	NA	Base Metal	Nil	NA
Catalyst	<0.01	NA	Alloys	Nil	NA
Vehicle	Nil	NA	Metallic Coatings	Nil	NA
Solvents	Nil	NA	Filler Metal plus coating or core flux	Nil	NA
Additives	<1	NA	Others	Nil	NA
Hazardous Mixture of other liquids, solids or gases					

21. SECTION 3 - HAZARDS IDENTIFICATION

The product is not considered to be hazardous under normal processing conditions.

Potential Health Effects:

Eyes: Contact of powder or fines with eye may cause mechanical irritation. Contact with hot or molten material may cause severe injury, including in extreme contact, possible blindness.

Skin: Contact of powder or fines with skin may cause mild to more serious irritation that is increased by mechanical rubbing or if skin is dry. Contact with hot or molten material may cause severe thermal burns.

Ingestion: Ingestion of this product is unlikely. However, ingestion of the product may produce mild gastrointestinal irritation and disturbances.

Inhalation: Inhalation of fine particles may cause respiratory & eye irritation. Negligible hazards at ambient temperatures (-18°C to +50°C)

Environmental Hazards: Polyethylene is an essentially biologically inert solid and considered non-toxic. It is stable (does not decompose) in landfills or in aquatic systems.

SECTION 4 - FIRST AID MEASURES

Skin Contact: If molten material contacts the skin, immediately flush with large amounts of water to cool the affected tissues and polymer. Do not attempt to peel the polymer from skin. Obtain immediately emergency medical attention if burn is deep or extensive.

Signature of Bidder with Seal

Eye Contact: Flush eyes thoroughly with water for several minutes and seek medical attention if discomfort persists.

Inhalation: If symptoms are experienced, move victim to fresh air. Obtain medical attention if breathing difficulty persists.

Ingestion: Adverse health effects due to ingestion are not anticipated.

22. SECTION 5 - FIRE FIGHTING MEASURES

Flash Ignition Temperature : 335°C
Auto Ignition Temperature : 350°C
Flammable Limits : NA

Suitable Extinguishing Media: Water, Foam, Carbon Dioxide, Dry Chemical Powder

For Safety reasons, unsuitable extinguishing media: None

Protective Equipment: Respiratory & Eye protection for fire fighting personnel

23. SECTION 6 - ACCIDENTAL RELEASE MEASURES

Spill and Leak procedure : Sweep up spilled material for use or disposal. Good house keeping must be maintained to avoid potential slipping problem.

Caution : Keep walking surface free of spilled material to avoid slipping hazard.

24. SECTION 7 - STORAGE AND HANDLING

Information for safe handling

No special requirements necessary, if handled at room temperature.

Avoid spilling the product, as this might cause falls.

Potential toxic/irritating fumes may be evolved from heated material.

Provide appropriate ventilation for such processing conditions.

Take precautionary measures against explosion risks, as all types of polymers may develop dust during transporting or grinding of granules.

Requirements to be met by storerooms and containers

This product may react with strong oxidising agents & should not be stored near such materials. Store the bags in areas protected with automatic sprinklers. Storage temperature should be below 60 °C.

Do not smoke.

Take precautionary measures to prevent the formation of static electricity.

Ground equipment electrically.

Electric safety equipment.

Open flames prohibited.

Store the product in bags, car silos, container, or large cartons.

Information about storage in one common storage facility: Not required.

Further information about storage conditions

-Protect from heat and direct sunlight.

-Store under dry conditions.

Specific applications: For safe stacking follow the storage recommendations specific for this product.

Signature of Bidder with Seal

25. SECTION 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION

ENGINEERING CONTROLS: Use in a well-ventilated area. If handling results in dust generation, special ventilation may be needed to minimize dust exposure. If heated material generates vapour or fumes, use process enclosures, local exhaust ventilation, or other engineering controls to control exposure.

PERSONAL PROTECTIVE EQUIPMENT:

Respiratory system: Product processing, heat sealing of film or operations involving the use of wires or blades heated above 300°C may produce dust, vapour or fumes. To minimize risk of over exposure to dust, vapour or fumes it is recommended that a local exhaust system is placed above the equipment, and that the working area is properly ventilated. If ventilation is inadequate, use certified respirator that will protect against dust/mist.

Skin and body: Hot material: Wear heat-resistant protective gloves, clothing and face shield able to withstand the temperature of the molten product. Cold material: None required; however, use of gloves is good industrial practice.

Hand: Hot material: Wear heat-resistant protective gloves able to withstand the temperature of the molten product. Cold material: None required; however, use of gloves is good industrial practice.

The correct choice of protective gloves depends upon the chemicals being handled, the conditions of work and use, and the condition of the gloves (even the best chemically resistant glove will break down after repeated chemical exposures). Most gloves provide only short time of protection before they must be discarded and replaced. Because specific work environments and material handling practices vary, safety procedures should be developed for each intended application. Gloves should therefore be chosen in consultation with the supplier/manufacturer and with a full assessment of the working conditions.

Eyes: Safety glasses with side shields. Use dust goggles if high dust concentration is generated.

26. SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL STATE	: Pellets.
ODOR	: Slight waxy odour.
COLOR	: Clear
FREEZING POINT	: Not Applicable.
MELTING POINT	: 115 – 130 °C
BOILING POINT	: Not Applicable.
FLASH POINT	: Not Applicable.
DENSITY	: 0.915-0.939 g/cm ³
SPECIFIC GRAVITY	: Not Applicable.
AUTOIGNITION TEMPERATURE	: Not Applicable
EXPLOSIVE PROPERTIES	: High dust concentrations have a potential for
Combustion or explosion	
PERCENT VOLATILE	: Not Applicable.
VAPOR PRESSURE	: Not Applicable

27. SECTION 10 - STABILITY AND REACTIVITY

Chemical stability: This product is stable under normal use conditions for shock, vibration, pressure or temperature.

Chemical stability - Condition to Avoid: Avoid strong oxidizing agents. Avoid Processing Material over 300°C

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Incompatibility: May react with strong oxidizing agents. Organic solvents, ether, gasoline, lubricating oils, chlorinated hydrocarbons and aromatic hydrocarbons may react with and degrade polyethylene. Powders or dusts may form explosive mixture with air. Risk of dust-air explosion is increased if flammable vapours are also present.

Hazardous Polymerisation: Not likely to occur

Corrosivity: Product is not corrosive

Hazardous Decomposition: Upon heating, polyethylene may emit various oligomers, waxes and oxygenated hydrocarbons as well as carbon dioxide, carbon monoxide and small amounts of other organic vapours (eg. Aldehydes, acrolein). Inhalation of these decomposition products may be hazardous.

28. SECTION 11 - TOXICOLOGICAL INFORMATION

Ecotoxicity : Not toxic under normal conditions.

Persistence: Non-biodegradable

Chemical Toxicity Data: Polyethylene No toxicology data available.

SECTION 12 - ECOLOGICAL INFORMATION

Polyethylene is an essentially biologically inert solid and considered non-toxic. It is stable (does not decompose) in landfills or in aquatic systems. If released into water courses, most polyethylene pellets float.

29. SECTION 13 - DISPOSAL CONSIDERATIONS

Use material for its intended purpose or recycle if possible.

Waste disposal method: Landfill or incineration.

30. SECTION 14 - TRANSPORT INFORMATION

Not regulated as a dangerous goods for transportation.

31. SECTION 15 - REGULATORY INFORMATION

LLDPE manufactured by IOCL shall meet the requirements stipulated in IS 10146-1982 on, 'Specification for Polyethylene and its copolymers for safe use in contact with foodstuff, pharmaceuticals and drinking water'.

Additives incorporated in this grade would conform to the positive list of constituents as prescribed in IS 10141-1982.

The product and the additives incorporated in it also comply with the FDA: CFR Title 21, 177.1520 Olefin Polymer

32. SECTION 16 - OTHER INFORMATION

DISCLAIMER: This information relates to the specific material designated and may not be valid for such material used in combination with any other materials or in any process.

Information contained in this **Material Safety Data Sheet** is to the best of our knowledge and believed to be reliable but no representation, guarantee or warranties of any kind are made as to its accuracy, suitability for a particular application etc. It is up to the user / distributor to ensure that the information contained in the material safety data sheet is relevant to the product manufactured or sold as the case may be. **Indian Oil Corporation Ltd** makes no warranties, expressed or implied, in respect of the adequacy of this document for any particular purpose.

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33. HDPE**SECTION 1 - CHEMICAL PRODUCT AND COMPANY IDENTIFICATION**

Chemical Name & Synonyms : High Density Polyethylene (HDPE)
 Chemical Family : Polyolefin
 C.A.S. No. : 9002-88-4
 Formula : (-CH₂ -CH₂ -) n
 Manufacturer's Name : Indian Oil Corporation Limited
 Address : Indian Oil Bhawan, 1- Sri Aurobindo Marg, Yusuf Sarai, New Delhi-110016
 Website : www.iocl.com

34. SECTION 2 - COMPOSITION / INFORMATION ON INGREDIENTS

Paints Preservatives & Solvents	%	TLV (Units)	Alloys & Metallic Coatings	%	TLV (Units)
Pigments	Nil	NA	Base Metal	Nil	NA
Catalyst	<0.01	NA	Alloys	Nil	NA
Vehicle	Nil	NA	Metallic Coatings	Nil	NA
Solvents	Nil	NA	Filler Metal plus coating or core flux	Nil	NA
Additives	<1	NA	Others	Nil	NA
Hazardous Mixture of other liquids, solids or gases					

35. SECTION 3 - HAZARDS IDENTIFICATION

The product is not considered to be hazardous under normal processing conditions.

Potential Health Effects on:

Eyes: Contact of powder or fines with eye may cause mechanical irritation. Contact with hot or molten material may cause severe injury, including in extreme contact, possible blindness.

Skin: Contact of powder or fines with skin may cause mild to more serious irritation that is increased by mechanical rubbing or if skin is dry. Contact with hot or molten material may cause severe thermal burns.

Ingestion: Ingestion of this product is unlikely. However, ingestion of the product may produce mild gastrointestinal irritation and disturbances.

Inhalation: Inhalation of fine particles may cause respiratory & eye irritation. Negligible hazards at ambient temperatures (-18oC to +50oC)

Environmental Hazards: Polyethylene is an essentially biological inert solid and considered non-toxic. It is stable (does not decompose) in landfills or in aquatic systems.

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36. SECTION 4 - FIRST AID MEASURES

Skin Contact:

If molten material contacts the skin, immediately flush with large amounts of water to cool the affected tissues and polymer. Do not attempt to peel the polymer from skin. Obtain immediately emergency medical attention if burn is deep or extensive.

Eye Contact: Flush eyes thoroughly with water for several minutes and seek medical attention if discomfort persists.

Inhalation: If symptoms are experienced, move victim to fresh air. Obtain medical attention if breathing difficulty persists.

Ingestion: Adverse health effects due to ingestion are not anticipated.

37. SECTION 5 - FIRE FIGHTING MEASURES

Flash Ignition Temperature : 335oC
Auto Ignition Temperature : 350oC
Flammable Limits : NA
Suitable Extinguishing Media : Water, Foam, Carbon Dioxide, Dry Chemical Powder
For Safety reasons, unsuitable extinguishing media: None
Protective Equipment : Respiratory & Eye protection for fire fighting personnel

38. SECTION 6 - ACCIDENTAL RELEASE MEASURES

Spill and Leak procedure : Sweep up spilled material for use or disposal. Good house keeping must be maintained to avoid potential slipping problem.

Caution : Keep walking surface free of spilled material to avoid slipping hazard.

39. SECTION 7 - STORAGE AND HANDLING

Information for safe handling:

No special requirements necessary, if handled at room temperature.
Avoid spilling the product, as this might cause falls.
Potential toxic/irritating fumes may be evolved from heated material.
Provide appropriate ventilation for such processing conditions.
Take precautionary measures against explosion risks, as all types of polymers may develop dust during transporting or grinding of granules.

Requirements to be met by storerooms and containers:

This product may react with strong oxidising agents & should not be stored near such materials. Store the bags in areas protected with automatic sprinklers. Storage temperature should be below 60 oC.

Do not smoke.

Take precautionary measures to prevent the formation of static electricity.

Ground equipment electrically.

Electric safety equipment.

Open flames prohibited.

Store the product in bags, car silos, container, or large cartons.

Information about storage in one common storage facility: Not required.

Further information about storage conditions: Protect from heat and direct sunlight.

Store under dry conditions.

Specific Applications:

For safe stacking follow the storage recommendations specific for this product

Page 3 of 4 Revision 0, January 2009

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40. SECTION 8 - EXPOSURE CONTROLS / PERSONAL PROTECTION**ENGINEERING CONTROLS:**

Use in a well-ventilated area. If handling results in dust generation, special ventilation may be needed to minimize dust exposure. If heated material generates vapour or fumes, use process enclosures, local exhaust ventilation, or other engineering controls to control exposure.

PERSONAL PROTECTIVE EQUIPMENT:**Respiratory system**

Product processing, heat sealing of film or operations involving the use of wires or blades heated above 300°C may produce dust, vapour or fumes. To minimize risk of overexposure to dust, vapour or fumes it is recommended that a local exhaust system is placed above the equipment, and that the working area is properly ventilated. If ventilation is inadequate, use certified respirator that will protect against dust/mist.

Skin and body

Hot material: Wear heat-resistant protective gloves, clothing and face shield able to withstand the temperature of the molten product. Cold material: None required; however, use of gloves is good industrial practice.

Hand

Hot material: Wear heat-resistant protective gloves able to withstand the temperature of the molten product. Cold material: None required; however, use of gloves is good industrial practice.

The correct choice of protective gloves depends upon the chemicals being handled, the conditions of work and use, and the condition of the gloves (even the best chemically resistant glove will break down after repeated chemical exposures). Most gloves provide only short time of protection before they must be discarded and replaced. Because specific work environments and material handling practices vary, safety procedures should be developed for each intended application. Gloves should therefore be chosen in consultation with the supplier/manufacturer and with a full assessment of the working conditions.

Eyes: Safety glasses with side shields. Use dust goggles if high dust concentration is generated.

41. SECTION 9 - PHYSICAL AND CHEMICAL PROPERTIES

PHYSICAL STATE	: Pellets.
ODOR	: Slight waxy odour.
COLOR	: Clear to white
FREEZING POINT	: Not Applicable.
MELTING POINT	: 125 – 135 °C
BOILING POINT	: Not Applicable.
FLASH POINT	: Not Applicable.
DENSITY	: > 0.940 g/cm ³
SPECIFIC GRAVITY	: Not Applicable.
AUTOIGNITION TEMPERATURE	: Not Applicable
EXPLOSIVE PROPERTIES	: High dust concentrations have a potential for
Combustion or explosion	
PERCENT VOLATILE	: Not Applicable.
VAPOR PRESSURE	: Not Applicable

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42. SECTION 10 - STABILITY AND REACTIVITY

Chemical stability

This product is stable under normal use conditions for shock, vibration, pressure or Temperature.

Chemical stability - Condition to Avoid

Avoid strong oxidizing agents. Avoid Processing Material over 300°C

Incompatibility

May react with strong oxidizing agents. Organic solvents, ether, gasoline, lubricating oils, chlorinated hydrocarbons and aromatic hydrocarbons may react with and degrade polyethylene. Powders or dusts may form explosive mixture with air. Risk of dust-air explosion is increased if flammable vapours are also present.

Hazardous Polymerisation: Not likely to occur

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43. SECTION 11 - TOXICOLOGICAL INFORMATION

Ecotoxicity : Not toxic under normal conditions.

Persistence: Non-biodegradable

Chemical Toxicity Data: Polyethylene No toxicology data available.

44. SECTION 12 - ECOLOGICAL INFORMATION

Polyethylene is an essentially biological inert solid and considered non-toxic. It is stable (does not decompose) in land fills or in aquatic systems. If released into water courses, most polyethylene pellets float.

45. SECTION 13 - DISPOSAL CONSIDERATIONS

Use material for its intended purpose or recycle if possible.

Waste disposal method: Landfill or incineration.

46. SECTION 14 - TRANSPORT INFORMATION

Not regulated as a dangerous goods for transportation.

47. SECTION 15 - REGULATORY INFORMATION

HDPE manufactured by IOCL shall meet the requirements stipulated in IS 10146-1982 on, 'Specification for Polyethylene and its copolymers for safe use in contact with foodstuff, pharmaceuticals and drinking water'.

Additives incorporated in this grade would conform to the positive list of constituents as prescribed in IS 10141-1982.

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48. SECTION 16 - OTHER INFORMATION

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49. MANUFACTURER/ SUPPLIERS DATA

Name of Firm:	
PANIPAT REFINERY INDIAN OIL CORPORATION LIMITED PANIPAT-132140 (HARYANA)	
Mailing Address:	
Deputy General Manager, (PC- MO) 1, Sri Aurobindo Marg Yusuf Sarai New Delhi- 110003. TEL- +91-11- 26859066 Fax: +91-11-26512611 E-MAIL -	Deputy General Manager (PCMO),PPMC Panipat petrochemical Marketing Complex; IOC, Panipat- 132140 (Haryana) TEL- + 91-180-2578167 Fax- +91 180-2578098 E-Mail-

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Schedule of Rates								
Polymer Warehouse at Raipur, Chhattisgarh								
S.No	Items Description	Unit	Qty (monthly)	Qty (annual)	Rate			Amount Rs.)
					(Rs./sqft)	(Rs./month)	(Rs./MT)	
1	Rent for warehouse space	Sq ft	20000	240000		-	-	
2	Warehouse services charges including data entry, housekeeping and documentation	per month	1	12	-		-	
3	Cargo Handling Charges: (unloading/loading at RSC, stacking ,destacking, quality control ,safety, provision of ancillary facilities/services and documentation as per IOC norms, invoicing etc all complete), including any other charges as may be applicable.	MT	1600	19200	-	-		
4	Total Cost per annum							
5	Service Tax @12.36%							
6	Total Annual Financial implication for the period of 12 months							
7	Total Financial implication for 24 months							

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