



Ref No: BD/PC.POLY/Below utility/Waste/T&C

Dated: 12.11.2015

Terms and Conditions for Polymer waste/Below utility offer

1. All the below utility/waste materials have been kept in open space and therefore may contain foreign particles, dust, moisture etc. After the submission of the EMD/fund, it will be presumed that the customer has satisfied himself about the nature, quality, location, condition, packaging, technical specifications, taxes-duties and legalities prior to submission of fund. No complaint, whatsoever, on the points referred above or on the deterioration of the product, packaging material etc. due to weather conditions or otherwise during the upliftment period would be entertained after submission of the interest free EMD Rs. 5 Lakh for this offer.
2. The quantity shown against the material is indicative. In actual the quantity may be more or less than the indicative quantity. In the event of actual quantity turning out to be less than the indicative quantity, the customer shall not be entitled to claim any damages, loss of interest or compensation on this account.
3. The entire material is being offered for sale on "As is where is", and Ex works basis and indent will be approved on first come first serve basis i.e. Customer who has deposited EMD amount first will be considered first. However, EMD deposited on the same day will be given equal priority and in such situations the material will be allocated in proportion to the quantity sought (for the specific grade) by the customer, provided other criteria is fulfilled by the customer.

No interest will be offered to the customers on the EMD deposited by them.

- A. In case the total demand for a particular material is less than the indicative quantity, the demanded quantity will be allocated to the customers on first come first serve basis on that day itself.
- B. In case the quantity demanded for a particular material exceeds the indicative quantity on a particular day, the quantity will be allocated on the formula as proposed below:

(Qty demanded by a customer on that day/Total qty demanded by all the customers on that day)*Indicative Quantity.

The offer will be valid till the entire indicated quantity has been exhausted or for the month (30 days from the date of floating the offer) whichever is earlier.

4. Order/indent will be approved by the Corporation only for those customers who have deposited the required EMD and have also submitted C Form within 60 days after completion of the last quarter. Company list price is exclusive of Excise Duty & VAT/Sales taxes etc. However, in actual billing Excise Duty, CST/VAT will be charged, as applicable at the time of billing from the customer. Any changes in Excise Duty & VAT/Sales tax will be borne by the customer. Please note that the taxes, duties, levies etc will be applicable as on the date of billing.



Presently, applicable CST rates are 0.5% against C Form. Advance C Form will be required from successful customer before invoicing the product for sales against C Form. In the event of non submission of advance C Form, buyer has to submit additional interest free security deposit for applicable differential Tax value. At present, Full VAT rate (including surcharge) is 4.2%, hence differential tax value would be (4.2-0.5) 3.7%. This security deposit will be refunded or adjusted only after receipt of C Form within the due date of submission i.e. within 60 days after completion of the last quarter.

5. Customer may request/demand quantity in whole numbers only and can deposit the material wise fund based on the formula as proposed below :

Quantity * Basic Price of the requested material (Per MT) + Excise Duty (12.5%) and full rate CST/VAT (4.2%) as applicable.

The following is the offer price of the below mentioned products:

S No.	Material Name	Indicative Qty in MT on offer	Basic price (Rs/MT) as on 12.11.2015
1	HDPE WAX	1950	34850

However, the actual invoicing will take place based on the company list price as on prevalent date of billing.

6. Based on the allocated quantity, the remaining fund will be deposited by the customers within 3 working days from the date of confirmatory mail sent by M/s Indian Oil Corporation Limited. To match the remaining fund customer's previous balance, if any, can also be taken into account.
7. Only those Indent request and the EMD submission will be considered, which would be received or transacted after sending the e-mail or publishing the offer on the website. Customer's request without the EMD will be summarily rejected.
8. For successful customers, EMD is adjustable in the last load of upliftment.
9. For the unsuccessful customers the EMD amount will be refunded.
10. In case, the customer has placed the order along with the EMD and the same has been approved by the Corporation but material has not been uplifted by the customer within due date of confirmation mail sent by the Corporation, M/s Indian Oil Corporation Limited reserves its right to cancel the remaining indents and forfeit EMD amount of Rs. 5 Lakh deposited by that customer. In the event of such cancellation of indent, the Corporation shall be entitled to sell remaining product at customer's risk & cost.
11. In case any amount is due/recoverable from the customer, M/s Indian Oil Corporation Limited will be within its rights to deduct the amount either from the existing fund deposited or from the fund deposited in future, without any recourse to the customer.



12. The customer will employ his own labour and equipment/transport; at his own risk and cost for removal/collection/shifting of Polymer Waste as per schedules and payment of wages/compensation to the labourers will be the sole responsibility of the customer. The customer shall ensure that his workmen do not litter around/within the stores area and ensure absolute safe operation of the factory areas. They shall not touch any material except material allocated to them.
13. The customer's workmen shall have to abide by the rules regulation including safety & security norms of the location, relevant statutory Acts/ labour Laws etc. If any of customer's workmen is found violating these restrictions or safety norms, the customer shall be responsible for compensating M/s Indian Oil Corporation Limited on account of the loss. Use of mobile phone is strictly prohibited inside the plant. Entry inside the works should only be against Gate pass for the men and equipment for which customer will have to apply well in advance before lifting commences.
14. Any delay or failure by customer in the performance shall be excused if and to the extent the same is caused due to force majeure condition.

M/s Indian Oil Corporation Limited reserves the right to withdraw in part or full or to close the floated quantity any time without assigning any reason thereof. This will not entitle the buyer to demand compensation or right for delivery of quantity by way of extension of period.

15. The request to buy the material by clearly mentioning the product wise quantity and EMD amount should be sent to following Email ids:

sagarpraveen@indianoil.in

artirkey@indianoil.in

The aforementioned conditions should be adhered to strictly by the customers. Decision of M/s Indian Oil Corporation Limited on all the issues will be final and binding on the customers.
