



IndianOil

Tender No: **NEISO/SBP/2023-24/PT-01**& GeM ID : GEM/2023/B/XXXXX

"DESIGN, MANUFACTURE, SUPPLY, SUPERVISION, INSTALLATION & COMMISSIONING OF ONE 97 CFM LUBRICATED AIR-COOLED SCREW TYPE AIR COMPRESSOR WITH VFD & AIR DRYER AT INDANE BOTTLING PLANT, SARPARA"



IndianOil
A Maharatna
Company

**Indian Oil Corporation Limited (MD)
SARPARA BOTTLING PLANT
Sarpara, Mirza, Kamrup(Rural), Assam
Pin – 781122.**

"Design, Manufacture, Supply, Supervision, Installation & Commissioning Of One 97 Cfm Lubricated Air Cooled Screw Type Air Compressor With Vfd & Air Dryer At Indane Bottling Plant, Sarpara"

- ❖ There are 03 Parts of the Tender Document: Part A, Part B and Price Bid.
- ❖ In case of any deviation/ variance/ conflict between Part A and Part B, the Clause mentioned in Part A shall prevail.
- ❖ Part B contains certain superfluous/ additional Clauses with respect to Part A which are not relevant to the subject Tender and hence they may be ignored.

PART 'A': TECHNICAL COMMERCIAL BID

TENDER NO: **NEISO/SBP/2023-24/PT-01**

GeM ID: GEM/2023/B/XXXXX

GSTIN –18AAACI1681G1ZO



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NOTICE INVITING E-TENDER

1.	TENDER NO.	:	NEISO/SBP2023-24/LT-02
2.	E-Tender ID	:	2023_NEISO_XXXXX_1
3.	NAME OF WORK	:	" Design, Manufacture, Supply, Supervision, Installation & Commissioning Of One 97 Cfm Lubricated Air Cooled Screw Type Air Compressor With Vfd & Air Dryer At Indane Bottling Plant, Sarpara "
4.	LOCATION OF WORK	:	Indian Oil Corporation Limited (Marketing Division) LPG Bottling Plant Sarpara At-Sarpara,near Mirza , Kamrup(R),Assam PIN- 781122
5.	ESTIMATED VALUE OF WORK		₹ 9,28,877.80 (without GST) ₹ 10,96,075.80 (with GST@ 18%)
6.	TENDER FEE	:	Nil Bidders are required to download the tender documents free of cost from IOCL e-tender website https://iocletenders.nic.in)
7.	EARNEST MONEY DEPOSIT	:	NIL In accordance with HO circular reference no. ENG/20/330 dated 26.05.2023 Bidders to note that there shall be no requirement of paying EMD against this e-tender. However, all bidders shall be required to <u>mandatorily submit</u> the Bid Security Declaration in lieu of EMD as per Annexure-E the



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			<p>requirement of submission of Bid Security Declaration shall also be applicable on bidders who are exempted from payment of EMD (MSEs as per PPP, Start Ups, CPSUs and JVs).</p> <p>The bid shall be summarily rejected if Bid Security Declaration in lieu of EMD is not uploaded in e-Tendering portal on or before tender submission date and time.</p>
8.	TENDER DOWNLOAD PERIOD FROM e-TENDER PORTAL:		
	a) Starts on	:	As per e-Tender portal
	b) Ends on	:	As per e-Tender portal
9.	PRE BID MEETING	:	Not Applicable.
10.	SUBMISSION OF TENDER IN e-TENDER PORTAL:		
	a) Starts on	:	As per e-tender portal
	b) Ends on	:	As per e-tender portal
11.	DUE DATE FOR OPENING OF TENDER:		
	Opening of Tender	:	As per GeM portal (Technical Bid Only)
	Corporation reserves the right to revise/extend any Date/Time from scheduled timelines of published tender.		
12.	TENDER VALIDITY	:	Offer shall be valid for 120 Days from date of opening of technical bid. In case of requirement, IOCL may seek further extension of the validity of the offer from the bidders.
13.	CONTRACT PERIOD	:	02 (Two) months from date of placement of Work Order
14.	SECURITY DEPOSIT	:	<p>Successful bidder shall have to submit Security deposit within 15 days after issuance of Letter of Acceptance. Security deposit shall be 10% of total contract value excluding GST which can be given in any one of the following modes:</p> <p>Initial SD: Out of total security deposit, 2.5% shall be paid by electronic mode of payments like</p> <ol style="list-style-type: none"> 1. E-PayOne 2. Bank Guarantee will be accepted if SD amount is above Rs. One lac.



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			Immediately on acceptance of LOI / LOA and the balance 7.5% of the security deposit shall be recovered from the R/A bill @ 7.5% of the value of bill till the total amount of the security deposit is recovered. Entire SD amount may be paid by the above Pay mode. The security deposit will be released after 12 months from the date of completion of work provided no defects are noticed in the work during this period. No interest will be allowed on security deposit.
15.	PURCHASE PREFERENCE		Purchase Preference (PP-MII order 2017) is applicable for this Tender.
16.	ESCALATION / DE-ESCALATION	:	NA
17.	MODE OF TENDER SUBMISSION	:	You may please note that this is an e-Tender and can only be downloaded and submitted in the manner specified in 'Special Instructions to bidders for participating in e-tender' attached separately in this tender
18.	NUMBER OF PARTIES REQUIRED	:	ONE (01) The subject job is non divisible in nature.
19.	Contact Person (Tender stage)	:	Name: Shri Jyoti Sagar Medhi Designation: Assistant Manager (Plant-Maintenance), Sarpara BP Contact No.: 8753945393 E-mail ID: medhij@sindianoil.in
20.	Contact Person (Execution stage)	:	Name: Shri Kavita Hazarika Designation: Senior Plant Manager, Sarpara BP Contact No.: 9540653131 E-mail ID: kavitahazarika@sindianoil.in



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21. PRE-QUALIFICATION CRITERIA: (QUALIFYING PARAMETERS)

Those who are meeting the following qualifying parameters as per details mentioned below only need to apply.

SL. NO.	QUALIFYING PARAMETERS
1.	<p>SIMILAR WORKS EXPERIENCE:</p> <p>Experience of having successfully completed similar works during last 05 years up to the last day of the month previous to the one in which tender is being invited, should be either of the following:</p> <p>Three (03) similar completed works each costing not less than the amount equal to Rs. 3.28 Lacs (including all taxes) for general bidders and Rs 2.79 Lacs for MSE bidders OR</p> <p>Two (02) similar completed works each costing not less than the amount equal to Rs. 4.38 Lacs (including all taxes) for general bidders and Rs 3.73 Lacs for MSE bidders OR</p> <p>One (01) similar completed work costing not less than the amount equal to Rs. 5.48 Lacs (including all taxes) for general bidders and Rs 4.66 Lacs for MSE bidders</p> <p>In line with Circular ENG/20/288 dated 16.02.2018:</p> <p>1. Estimated Cost including all Taxes has been considered for arriving at Single/Two/Three completed WO value.</p>
i)	<p>Definition of Similar Works: -</p> <p>The definition of “Similar work” shall mean Successful completion of Supply & Installation of Air compressors/ Air dryers anywhere in India</p> <p>1. The Work Order should contain the above similar work items and for qualification purpose, the entire executed value of WO (which may contain any other item) shall be considered.</p> <p>The work experience should be as a principal contractor i.e. there should be direct work order from the principal employer to the tenderer and any Sub-let work experience shall not be considered for the qualification of the tenderer.</p> <p>3. Rate Contracts shall not be accepted against Similar Work Criteria, however individual POs issued under Rate Contracts will be considered.</p> <p>Documents to be submitted against Similar Work Criteria:</p> <p>(i) In case of work order from Government Bodies/PSUs- Copies of Contract Document along with either completion certificates or duly certified copy of bill/invoice. Copy of contract document may not be insisted if</p>



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completion certificate/ bill/ invoice copy specifies details otherwise required like date of PO/ contract agreement, contract value, execution value, date of completion and other requirements if any.
(ii) In case of work order from Private Parties- Certificate from CA certifying value of work done with TDS certificates (where applicable) / Bank statement shall be required in addition to that specified in (i), which shall be used as corroborative evidence only.
(iii) In case of foreign currency transaction to Indian firms, proof remittance shall also be required. For the works carried out abroad and payments received by the Bidder in foreign currency, exchange rate as per SBI TT Selling rate as on the last date of month previous to the one in which the Tender is being invited will be considered for conversion in INR.
(iv) Certificate from client on copies of Tax invoices shall not be required for material procurement. Requirement of Inspection release note if applicable may be specified.
(v) Against orders placed by IOCL, proof of completion may be established from internal records.
(vi) Orders for which details of completion are available directly from client or from database against past orders can also be accepted (specifically when no. of bidders getting qualified is less than 3).

2.

ANNUAL TURNOVER:

The turnover of the Tenderers during any of the preceding three financial years (FY 2020-21 OR 2021-22 OR 2022-23) should be at least 60% of the annualized estimated value of the work under consideration i.e. **Rs. 6.57** for general bidders and **Rs 5.59** Lacs for MSE bidders

In line with Circular ENG/20/288 dated 16.02.2018:

1. Estimated Cost including all Taxes has been considered for arriving at Turnover requirement.

Definition of Turnover: Total Revenue as per Schedule III of Companies act, 2013 (Earlier revised Schedule VI of Companies Act, 1956) shall be considered as Turnover.

Turnover for this purpose should be as per audited Balance Sheet including P&L Statement/ Published Account / Profit & Loss Account Statement of the tenderer. However, if the tenderer is not required to get its accounts audited under Section 44AB of The Income Tax Act, 1961, certificate from a Practicing Chartered Accountant towards the turnover of the tenderer along with copies of its Income Tax Return should be obtained.

Audited Balance Sheet (P&L Statement)/Published accounts on a calendar year basis shall also be acceptable.

Provisional Balance Sheet and P&L account statement shall not be considered for evaluation, even if the same is uploaded.

The bidders for whom Annual Turnover is available on GeM portal, Annual Turnover data shall be taken from GeM portal itself.

3

The net worth of the company should be positive in the immediate preceding financial year in which tender is invited i.e. in FY 2021-2022 or 2022-2023.



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Note For Micro & Small Enterprises(M SEs):

The relaxation in PQ Criteria on Turnover and Similar works shall only be applicable for procurement of goods produced and services rendered by Micro and Small Enterprises and the relaxation to MSEs shall not be applicable for works contracts. For claiming Purchase preference as MSE, the bidders registration shall cover the tendered item. The registration certificate submitted must also specify the category of enlistment as "Micro or Small enterprise".

Registration certificate shall be valid at the time of closing of technical bid

The relaxation shall be subject to meeting the quality and technical specifications of the tendered items.

5

Note for Startups:

a) There shall be no requirement of PQ Criteria against Similar Work and Turnover subject to meeting quality and technical specifications of the tendered items. (Technical Specifications as defined in above point no.-1 of Pre-qualification criteria

b) The procurement from Startups shall be taken up through the developmental/ trial order route.

c) Definition of startup shall be in line with that published vide Gazette notification No DL

33004/99 dated 11.04.2018 i.e. an entity shall be considered as a Startup

i. Up to a period of seven years from the date of incorporation/registration, if it is incorporated as a private limited company (as defined in the Companies Act, 2013) or registered as a partnership firm (registered under section 59 of the Partnership Act, 1932) or a limited liability partnership (under the Limited Liability Partnership Act, 2008) in India. In the case of Startups in the biotechnology sector, the period shall be up to ten years from the date of its incorporation/ registration.

ii. Turnover of the entity for any of the financial years since incorporation/ registration has not exceeded Rs. 25 crore.

iii. Entity is working towards innovation, development or improvement of products or processes or services, or if it is a scalable business model with a high potential of employment generation or wealth creation.

Provided that an entity formed by splitting up or reconstruction of an existing business shall not be considered a 'Startup'.

In order to avail benefits against relaxation in PQ Criteria on similar work and turnover, the entity shall be required to submit its recognition as a start up from the Department of Industrial Policy and Promotion. The above relaxation shall be applicable for procurement of goods produced and services rendered and the relaxation shall not be applicable for works contracts.

5

Notwithstanding any other condition/ provision in the tender documents, bidders are required to submit complete documents pertaining to PQC along with this offer. Failure to meet the PQC will render the bid to be summarily rejected.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will duly sign the Integrity Agreement which is an integral part of Tender Documents and submit the same, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the tender would be summarily rejected.

IOC reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents / clarifications



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22. EVALUATION OF TENDER:

The procedure for evaluation of tenders shall be as follows:

1. Only the Technical Bid, of those parties uploading their tenders before due date and time of submission, shall be considered for opening.
2. The techno-commercial bid shall be scrutinized and evaluated based on the qualifying parameters mentioned above and on the basis of the uploaded documents in **GeM** portal. To assist in the scrutiny, evaluation and comparison of bids, IOCL may, at their discretion, request clarifications on the bid from the bidder including submission of additional supporting documents/ clarifications.
3. The Price Bid of only those parties shall be opened who have submitted all the documents required to be submitted along with Bid as mentioned in NIT (Commercial Evaluation section). Prior intimation will be sent to the qualifying parties regarding due date and time of opening of Price Bid.
4. The lowest quote after opening of Price Bids shall be considered for further processing.

Award of contract (AOC) will be done as per Purchase Preference Clause with or without negotiation and after considering the tax credit implication wherever applicable as per the policy of the Corporation.

In case of tie between two or more bidders at L-1 position of same category (PP-MII/Non Preferential), all the L-1 bidders shall be asked to submit the discount bid in terms of percentage discount over previous quoted amount in a sealed envelope (activity outside the portal). In case there is a tie again, the bidder with highest turnover in any of the last 3 years (2020-21, 2021-22, 2022-23) as submitted against turnover criteria shall be considered as L-1 bidder.

- i. Turnover for this purpose should be as per audited Balance Sheet including P&L Statement/ Published Account / Profit & Loss Account Statement of the tenderer of the bidder. However, if the bidder is not required to get its accounts audited under Section 44AB of The Income Tax Act, 1961, certificate from a Practicing Chartered Accountant towards the turnover of the bidder along with copies of its Income Tax Return should be obtained.
- ii. Total Revenue as per Schedule III of Companies act, 2013 (Earlier revised Schedule VI of Companies Act, 1956) shall be considered as Turnover.
- iii. Audited Balance Sheet / Published accounts on a calendar year basis shall also be acceptable. (The balance sheet copy MUST bear the Registration Number of the authorized Chartered Accountant and its SEAL. This is not applicable for published annual reports).

In the event of bidder submitting turnover documents for only one or two years, L-1 shall be submitted on the basis of turnovers submitted.

In case of tie between two or more Class-I Local Supplier Bidders at other than L-1 position, all such bidders shall be asked to submit Annual turn over documents of the preceding three years (2019-20, 2020-21, 2021-22). The bidder with the highest turnover in any of the last three years shall be given priority in ranking.

Modality for receiving price implication from bidders for breaking of tie:



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- i) Mode of information to bidders shall preferably be through Mail with copy through courier/registered post.
- ii) Receipt both by hand and through post shall be acceptable. If received in advance, the same may be put in tender box.
- iii) Normally at least 7 days shall be given for submission & opening of revised price-bid / price implication. However, IOCL reserves the right to alter this period.
- iv) In absence of response (non-receipt of revised bid/implication), the bid may be treated as one with nil additional discount.

5. In case the bidder has been asked to submit price bid/price implication in physical form, the 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.

6. Negotiations shall not be conducted with the bidders as a matter of routine. However, Corporation reserves the right to conduct negotiations. Tenderers will have to attend the Office of INDIAN OIL CORPORATION LIMITED as informed by Tender Issuing Authority for negotiations/clarifications at their own cost as required in respect of their quotation without any commitment from INDIAN OIL CORPORATION LIMITED.

7. In case a bidder is put on holiday / Black listed after opening of price bid, then bid of such bidders will be ignored & will not be further evaluated. The bidder will not be considered for issue of order even if the party is the lowest (L1) and BG/EMD made by the party shall be returned. In such situation next lowest shall be considered as L1.

8. IOCL shall not be bound to accept lowest or any tender and reserve the right to accept one or more tenders in part or full. The decision of IOCL in this regard shall be the final.

9. Document verification with originals shall be carried out after opening of price bids for the short-listed bidder(s) only. Since documents are submitted by the bidder(s) in the tender, the responsibility of authenticity of documents shall be with the bidder(s).

10. Shortlisted bidder(s) shall be required to present their original documents to the tender inviting authority within a period of 7 days from the date of intimation by IOCL.

11. In the event of failure of such bidder(s) to get the documents verified the EMD of the bidder(s) shall be forfeited. In case it is observed that if any bidder(s) submitted forged documents / credentials, necessary action for holiday listing of the bidder(s) shall be carried out including forfeiture of EMD.

OTHERPOINTS:

1. Each tenderer can submit only one bid.

It is clarified that a person shall be deemed to have submitted multiple bids if the submits more than one bid either individually or in any combination of person (individual capacity, proprietor, affiliates, partnership, association of persons, Company). All such multiple bids shall be liable for rejection.

(a) A person shall for this purpose mean an individual, proprietor, any partner, association of persons, affiliate and company.

(b) A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.



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(c) A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which as submitted the bid or is a member of any association of persons which has submitted a bid.

(d) A person shall be deemed to have bid in a Company format if, the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a Director of the Company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital and/or is a Director of a holding Company which has submitted the bid.

(e) Affiliates of a firm are not permitted to make separate bids directly or indirectly. Two or more parties who are affiliates of one another can decide which affiliate will make the bid. Only one affiliate may submit a bid. If two or more affiliates submit more than one bid, then all such bids shall be liable for rejection.

2. Consultants or their subsidiary company or companies under the management of consultant are not eligible to quote for the execution of the same job for which they are working as consultant.

3. Bids from Consortium or MOU parties shall not be accepted.

4. The tenders will be summarily rejected if Bid Security Declaration in lieu of EMD is not submitted.

5. The bid of the party will also be rejected on the following grounds:

i. Tenderer not meeting tender qualifying parameter norms specified / not submitting pre qualifying and other Mandatory documents as per NIT.

ii. Non-withdrawal of conditions imposed intender document & conditions imposed during negotiations.

iii. A bidder who offers unsolicited reduction in the price offer whether before or after the opening of the price part of the tender(s)/bid(s) shall be liable to have his/its/their bid(s) rejected. Bidders may, however, at any stage offer a reduction if such reduction is solicited or if the OWNER gives the Bidder an opportunity to offer such reduction.

iv. Tenderer submitting fabricated/ false/forged documents for the tender.

v. Tenderer put on holiday list during the pendency of this tender.

Invalid Tenders:

A Tender is invalid and shall be rejected in the following circumstances:

a) Does not submit Bid Security Declaration in lieu of EMD.

b) Does not fulfil minimum qualification criteria prescribed in the Tender Documents

c) Submits the tender after due date and time

d) Is holiday listed or blacklisted

e) Use of White / erasing fluid in Rates for physical bids

f) Does not submit complete price bid in line with bid requirements

Tender is also liable for rejection, if the tenderer:

a) Stipulates the validity period less than what is stated in the Tender Form. However, if the Party agrees to extend the validity as required, the tender can be accepted.

b) Stipulates his own conditions.

c) Does not disclose the constitution of the firm with full names and addresses of all his partners / Directors.

d) Does not fill in and sign the tender form as well as the schedule of rates, annexure, specifications, declaration etc.

e) Does not have PF Code / Number from the Regional Provident Fund Commissioner.

f) if the tenders are partly quoted

g) if the tenders contain unacceptable terms and conditions

h) if the tender is not according to our format



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- i) In case of suo-moto reduction in the prices offered by the tenderer.
- j) Revised price bid during validity period without being asked for.

Note to Bidder:

1) Tenderers to please note carefully the above schedule for Pre-Bid Conference since all the clarifications, if any, with regard to Technical/ Commercial conditions shall be given therein. Tenderers are advised to ensure that their queries must reach by e-mail addressed to the Contact person as specified in NIT at least two working days in advance for this purpose. Tenderers may also note that after the clarifications are given against the points discussed in Pre Bid conference, no further deviation shall be permitted and such clarifications shall be binding on all bidders. All are requested to attend the Pre Bid conference.

2) Any Addendum/ Corrigendum/ Sale Date Extension in respect of the tender shall be issued on our website <https://iocletenders.nic.in> only & no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.

All bidders must login and visit their DASHBOARD on regular basis to get the timely updates related to any communication sent in the form of e-mail/SMS by system.

3) Legal dispute, if any, arising during the evaluation of the tender shall be within the jurisdiction of local courts.

a) For disputes up to stage of LOA –Guwahati

b) For disputes during execution stage –Guwahati

4) IOCL's decision on all matters pertaining to this tender is final and binding for all bidders.

5) Please visit our website <https://iocletenders.nic.in> for further details of this tender.

6) Bidders may note that the following are attached separately and uploaded in the e-tendering portal:

a) Special Instructions to bidders for participating in e-tendering

b) FAQ's –online EMD facility in IOCL e-tendering and

c) Format for Acceptance of Tender Terms and Conditions.

Instructions to Bidder/STC:

Bidders under insolvency or liquidation or bankruptcy proceedings under insolvency and bankruptcy code, 2016 Offers from the following type of bidders shall not be considered:

a) If the bidder is undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) or any other applicable law (in cases where code is not applicable).

b) Insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in cases where code is not applicable) against/by the bidder at any stage of evaluation of the bid.

In the event, insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in cases where code is not applicable) against/by the bidder, after submission of its bid but at any stage of evaluation of the bid, it will be the responsibility of the bidder to inform IOCL within 15 days from the date of order



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of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code or any other applicable law (in cases where code is not applicable).

- If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove, in their bid or at any later stage, as applicable, their offer is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the bidder, in any form whatsoever.

- IOCL reserves the right to cancel/terminate the contract without any liability on the part of IOCL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.

- In case where the bid of the L-1 bidder is rejected on the aforesaid grounds during the period between Price-Bid-Opening and Award of Contract, then the bid of the next higher eligible bidder will be considered for further processing.

- If bidder fails to share or misrepresents the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove and the bidder's bid results in a contract, IOCL, without prejudice to any other any other remedy or action available with IOCL, shall be within its rights to terminate the resultant contract.

- A Declaration / Undertaking shall be submitted by the bidder in the attached format along with the techno-commercial bid.

Instruction to Bidder/STC:

1. Tenderers who have transferred their ownership rights either in whole or in part to another entity or under process of transfer shall intimate the same to IOCL in their letter head while submitting the bid. IOCL reserves its right to reject the tender of any entity, which has transferred its ownership rights in whole or in part or which is in process of transfer without assigning any reason for such rejection.

2. If the tenderer refuses or fails to share the information regarding their status of any kind of business transfer process/restructuring etc, in their tender or at any later stage, as applicable, their tender is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the tenderer, in any form whatsoever.

Clause with respect to countries with land border with India:

1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Copy of the registration certificate is to be submitted along with the bid.

2) The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

3) Registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.

4) However, the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in developmental projects may participate in this tender and they shall not require any separate registration for the participation.

5) "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.



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- 6) Bidder from a country which shares a land border with India for the purpose of this Order means:
- I. Any entity incorporated, established or registered in such a country; or
 - II. A subsidiary of an entity incorporated, established or registered in such a country; or
 - III. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - IV. An entity whose "beneficial owner" is situated in such a country; or
 - V. An Indian (or other) agent of such an entity; or
 - VI. A natural person who is a citizen of such a country; or
 - VII. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

7) "Beneficial Owner" in the above paragraph will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means

Explanation –

a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty five percent of shares or capital or profits of the company;

b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

- ii. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, he trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

8) "Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.

9) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

10) Bidders shall submit a certificate as per the attached Annexure regarding their compliance to the above conditions. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

10 Clause: Planning and Designing in purview of Vulnerability Atlas of India:

Vulnerability Atlas of India (VAI) is a comprehensive document which provides existing hazard scenario for the entire country and presents the digitized State/UT – wise hazard, maps with respect to earthquakes, winds and floods for district-wise identification of vulnerable areas. It also includes additional digitized maps for thunderstorms, cyclones and landslides. The main purpose of this Atlas is its use for disaster preparedness and mitigation at policy planning and project formulation stage.

This Atlas is one of its kind single point source for the various stakeholders including policy makers, administrators, municipal commissioners, urban managers, engineers, architects, planners, public etc. to ascertain



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proneness of any city/location/site to multi-hazard which includes earthquakes, winds, floods, thunderstorms, cyclones and landslides. While project formulation, approvals and implementation of various urban housing, building and infrastructures schemes, this Atlas provides necessary information for risk analysis and hazard assessment.

The Vulnerability Atlas of India has been prepared by Building Materials and Technology Promotion Council under Ministry of Housing and Urban Affairs, Government of India and available at their website www.bmtpc.org.

It is mandatory for the bidders to refer Vulnerability Atlas of India for multi-hazard risk assessment and include the relevant hazard proneness specific to project location while planning and designing the project in terms of:

- i) Seismic zone (II to V) for earthquakes,
- ii) Wind velocity (Basic Wind Velocity: 55,50,47,44,39 & 33 m/s)
- iii) Area liable to floods and Probable max .surge height
- iv) Thunderstorms history
- v) Number of cyclonic storms / severe cyclonic storms and max sustained wind specific to coastal region
- vi) Landslides incidences with Annual rainfall normal
- vii) District wise Portable Max. Precipitation.

Corporation reserves the right to revise/extend any Date/Time from scheduled timelines of published tender.

If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract required for the performance of the contract or otherwise withdraws from the procurement, the Procuring Entity shall re-tender the case.

**Thanking you.
For Indian Oil Corporation Ltd
Senior Plant Manager
Sarpara Bottling Plant
Indian Oil AOD State Office**



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Annexure-1

1.OTHER MANDATORY DOCUMENTS for Commercial criteria:

1	PAN CARD										
2	GST Registration Certificate										
3	PF Registration Certificate										
4	Partnership deed or Certificate of Incorporation with Memorandum & Articles of Association										
5	<p>Power of Attorney: Authority of the person uploading the bids with his DSC shall be required to be submitted in the bids. Document required showing the authority of the person uploading & submitting the bid with his Digital Signature Certificate shall be as given in the following table.</p> <table border="1"> <tr> <td>In case of Proprietary Concern</td> <td> <ul style="list-style-type: none"> If the bid is submitted by the proprietor, no POA required. However, he will upload undertaking certifying that he is sole proprietor. If the bid is submitted by person other than proprietor, POA authorising the person to submit bid on behalf of the concern. </td> </tr> <tr> <td>In case of Company</td> <td> <ul style="list-style-type: none"> Certified copy of Board Resolution authorising the person submitting the bid on behalf of the company. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> POA and the supporting Board Resolution authorising the person submitting the bid on behalf of the company. </td> </tr> <tr> <td>In case of Partnership Firm/LLP</td> <td>POA along with Deed of Partnership / LLP Agreement.</td> </tr> <tr> <td>In case of Co-Operative Society</td> <td>Copy of resolution passed as per Society Rules.</td> </tr> <tr> <td colspan="2">In case person signing the declarations and person using the DSC to upload the bid are different, the POA of person signing the declarations shall also be uploaded additionally.</td> </tr> </table>	In case of Proprietary Concern	<ul style="list-style-type: none"> If the bid is submitted by the proprietor, no POA required. However, he will upload undertaking certifying that he is sole proprietor. If the bid is submitted by person other than proprietor, POA authorising the person to submit bid on behalf of the concern. 	In case of Company	<ul style="list-style-type: none"> Certified copy of Board Resolution authorising the person submitting the bid on behalf of the company. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> POA and the supporting Board Resolution authorising the person submitting the bid on behalf of the company. 	In case of Partnership Firm/LLP	POA along with Deed of Partnership / LLP Agreement.	In case of Co-Operative Society	Copy of resolution passed as per Society Rules.	In case person signing the declarations and person using the DSC to upload the bid are different, the POA of person signing the declarations shall also be uploaded additionally.	
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In case of Partnership Firm/LLP	POA along with Deed of Partnership / LLP Agreement.										
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In case person signing the declarations and person using the DSC to upload the bid are different, the POA of person signing the declarations shall also be uploaded additionally.											

Standard declarations:



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S. N.	Documents to be submitted along with Bid
1.	Confirmation on Applicability of MSE [as per Annexure-L]
2.	Undertaking for acceptance of Tender terms and conditions [as per Annexure-A]
3.	Declaration on NCLT/NCLAT/DRT/DRAT/Court Receivership/ Liquidation [as per Annexure-B]
4.	Compliance certificate for bidder about land border sharing with India [as per Annexure-C]
5.	Bid Security Declaration from Bidders in Lieu of EMD [as per Annexure-E]
6.	Declaration regarding Holiday/Black Listing. [as per Annexure-H]
7.	Declaration A,B,C,D. [as per Annexure-G]
8.	Undertaking for Business Transaction Status of Bidders [as per Annexure-I]
9.	Undertaking on No Multiple Bidding [as per Annexure-J]
10	Particulars of Bidder Firm [as per Annexure-K]
11	Undertakings and Declarations for Non Tampering of Data [as per Annexure-F]
12	Duly filled Price Bid

Annexure-2

IMPORTANT GUIDELINES TO TENDERERS

- 1) Bidders are requested to carefully study all the documents /annexure and understand the conditions, specifications etc before quoting their rates. Offers should strictly be in accordance with the tender



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terms & conditions and our specifications. IndianOil reserves the right to cancel the tender without assigning any reason.

- 2) Bidders are requested to go through the "Special Instruction to the Bidders (SITB)" provided in the IOCL e-Tendering site <https://iocletenders.nic.in> before participating in the e-Tender.
- 3) It is mandatory for every tenderer to provide all the information as set out in the tender document irrespective of their earlier association with IOCL. Any conditional / incomplete offer or failure to follow above instructions may lead to disqualification.
- 4) The Bidders shall upload legible scanned copy of necessary documents in support of required qualification and experience along with their offer as per instruction given in the Special Instructions to Bidders.
- 5) Physical/ Manual Bids shall not be accepted. Bids shall be accepted only through e-Tendering portal. No manual bid shall be permitted along with electronic bids. In case of receipt of manual bids apart from specifically requested offline documents in the tender, same shall be returned to the bidder. Additional documents received through email shall also be ignored for the purpose of evaluation, unless specifically advised by the Tender Issuing Authority.
- 6) It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 7) Tenderers are advised not to send or upload un-necessary / unsolicited documents. The same will not be evaluated.
- 8) Bids should be submitted as under :
Part-I: Technical Bid complete with all technical and commercial details and documents other than price shall be submitted essentially containing the documents in 'List of documents to be uploaded by the Bidder'

Part-II: "Price Bid "This part shall have only Price Schedule (BOQ) with prices duly filled in. Prices shall be filled in the price bid format (excel sheet) provided with the tender documents (i.e. uploaded in the website by IOCL).
- 9) Tenders to note that price must be quoted only in the price schedule (BOQ) document. Disclosure of any price or rate in any manner other than in the price bid will lead to disqualification of the bid.
- 10) Any query with regard to rejection of the tender may be forwarded to(Contract Cell).
E-mail:..... contact no:



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- 11) Notwithstanding the sub divisions of the tender document into several sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 12) Clarifications with respect to tender shall be obtained from IOCL.
- 13) Canvassing of information or submission of forged or false documents / information by any bidder shall make their offer invalid
- 14) On acceptance of offer, the successful bidder will have to execute an agreement with the Corporation covering all aspects of the Contract, immediately before commencement of work. The bidder should hence acquaint themselves with the provisions of agreement before quoting.
- 15) Bidders are advised not to use Information Rights Management (IRM) feature on BOQ and any other excel file submitted during bidding process. IOCL shall not be responsible for any consequential result due to same.**

Annexure-3

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS



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In the deed of contract unless the context otherwise requires:-

1.1 LPG BP SARPARA LPG Bottling Plant SARPARA and shall include his legal representatives, successor in interest and assignees.

1.2 The contract shall be for **"Design, Testing, Supply, Installation & Commissioning of Chain Conveyor System and other equipment's at IOCL Sarpara LPG BP**

1.3 The Contractor shall be deemed to have carefully examined all papers, drawing etc. attach to the contract deed. If he shall have any doubt as the meaning of any portion or any condition (s) / specifications etc.

1.4 Necessary warranty can be given for the system as per MNRE.

2. COMPLETION PERIOD

2.1 The completion period of the entire work shall be as mentioned in the special terms & conditions. The work shall have to be completed within time and shall be binding on the contractor. In case of any urgency, the contractor may be asked to complete the work even earlier and contractor will be bound to fulfil the requirements.

2.2 In case the contractor fails to execute the said work or related obligations within stipulated time, of LPG BP SARPARA will be at liberty to get the work executed from the open market at the risk and cost of the contractor, without calling any tender and without any notice to the contractor. Any additional cost incurred by LPG BP SARPARA during such execution of the work shall be recovered from the contractor.

2.3 If the cost of executing the work as aforesaid shall exceed the balance payments due to the LPG BP SARPARA may recover it from the contractor's pending claims against any work or in any other lawful manner. All risks & responsibilities related to the execution of the said work and fulfillment of related obligations directly or indirectly connected with the performance of the contract shall be the sole responsibility of contractor.

2.4 The calculation of previously mentioned LPG BP SARPARA at its sole discretion. The contractor shall have no right to challenge the mode or amount relating to calculation at any forum. For completion of the work through any other agency, in case some changes are required in terms and conditions of the contract; the contractor shall not have any right to challenge the decision of LPG BP SARPARA.

3. LIQUIDATED DAMAGES

If the contractor fails to perform the work within the time periods specified in the work orders or within the extended time period if any, LPG BP SARPARA shall without prejudice to its other remedies under the contract, deduct from the contract price as liquidated damage, a sum equivalent to 1/2 % of the price of the un-performed work/ services for each week of delay until actual completion of work, up to a maximum deduction of 10%. Once the maximum is reached, LPG BP SARPARA may consider termination of the contract.

4. PERFORMANCE BANK GURANTEE (PBG)



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On dispatch of the equipment / material, by way of Bank Guarantee, the vendor shall guarantee that any and all materials used in execution of the Purchase Order shall be in strict compliance with characteristics, requirements and specifications agreed upon and that the same shall be free from any defects. Checking of Vendor’s drawings by the Purchaser’s representatives and their approval and permission to dispatch the equipment and materials granted by Inspectors shall not relieve the Vendor from any part of his / its responsibilities of proper fulfillment of the requirements.

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

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

Acceptance of BG

Bank Guarantee for value up to Rs Two Crores can be accepted if it is issued by an Indian Branch of any Scheduled Bank appearing in the Second Schedule to the RBI Act of 1934.

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

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

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



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

5. QUALITY, WARRANTY/GUARANTEE AND ANNUAL MAINTENANCE

5.1 Anything to be furnished shall be new, free from all defects and faults in material and Workmanship. The manufacture shall be in accordance with the specified technical parameters and should be of the highest grade and consistent with established and generally accepted standards for material. It shall be in full conformity with the drawing or samples if any and shall operate properly if operable.

5.2 After installation of the LED lamps & fixtures at site, the contractor shall ensure satisfactory Performance of the equipments for a period of time as specified in the scope of work.

5.3 The contractor shall rectify defects developed in the Systems within AMC period promptly. In case the contractor does not rectify the defects within 3 days of the receipt of complaint, LPG BP SARPARA risk and cost/ expenses.

5.4 Frequent and unjustified delays in rectifying defects may lead to cancellation of the contract, Recovery of losses and imposing of additional penalty. In such circumstance, LPG BP SARPARA shall have the full liberty to recover the losses/penalty from the contractor pending claims, security deposit or in other law full manner. The amount of losses/penalty shall be decided by LPG BP SARPARA and will be binding on the contractor.

6. STANDARDS

The goods supplied and works executed under this contract shall confirm to the standards mentioned in the technical specification and where no applicable standard is mentioned, the latest version of Indian Standard Institution or Bureau of Indian Specification shall be applicable.

7. INSPECTION AND TESTS

7.1 All material before despatch shall be inspected by third party test for various specification of the tender. The Third party shall be DNV, BVQI, ICS, SGS etc or any other party approved by IOCL. It is responsibility of the bidder to get the release note from time to time at various stages regarding the material supplied & submit it to LPG BP SARPARA. LPG BP SARPARA or its duly authorized representatives shall have the right to inspect and /or to test the goods to confirm their quality according to the contract and shall have access to and the power to inspect and examine the materials and Workmanship of the equipment at all reasonable times during their manufacture.

7.2 The contractor shall inform LPG BP SARPARA through a written notice regarding any material being ready for testing at least 7 days in advance. The conditions of contract and/or the technical specifications shall specify what inspections and tests shall be conducted by LPG BP SARPARA. All the arrangements of necessary equipments and expenses for such tests shall be on contractor's account



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7.3 LPG BP SARPARA shall give written notice to the contractor, about any objection regarding the quality of the system. The contractor either shall make the necessary modifications to remove the cause of such objection or shall clarify the objections in writing if modifications are not necessary to comply with the contract.

8. SPARE PARTS

The contractor shall arrange to maintain a sufficient stock of essential spares and Consumable spare parts to ensure proper maintenance of the system promptly.

9. PACKING FORWARDING

9.1 Contractors, wherever applicable shall properly pack and crate all materials in such a manner as to protect them from deterioration and damage during transportation. The contractor shall be responsible for all damage due to improper packing.

10. TRANSPORTATION

The contractor is required to deliver the goods at the given location as defined in the scope of work.

11. DAMAGE WHEREAS, ETC

All damage, whereas and other expenses incurred due to delayed clearance of the material or any other reason shall be on the account of the contractor.

12. DUTIES AND TAXES

Bidder (Lowest L1) on award of work will have to ensure to submit tax invoices in the return, timely filling of the same and payment of the tax subject to matching of the tax in GSTN portal. Following are the detailed guidelines on taxation.



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ANNEXURE- 4

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1.0 EARNEST MONEY DEPOSIT:

Bidders are required to upload "Bid Security Declaration in lieu of EMD" as mentioned in clause no 7 of NIT.

2.0 COMPLETION TIME:

- 2.1 The vendor shall be required to submit all related drawings, datasheets and relevant documents within 7 days from date of LoA along with complete delivery schedule. Drawing approval shall be provided within 7 days.
- 2.2 The various components & accessories for the supply items Part A1 of the Price bid shall be shipped/ dispatched along with release note of third party inspection agency.
- 2.3 Delivery ,Installation and Commissioning works should be completed in duration of Eight weeks from the date of handing over.
- 2.4 Entire work should be completed in a duration as mentioned above, failing which price adjustment for delay in completion shall be made as per clause 4.4.0.0, section 4 of GCC which is partially modified as "price adjustment for delay in completion should be by way of discount and needs to be passed on to IOCL by the successful bidder through his invoice or through credit note on cumulative value of works done upto the concerned RA bill. However, in cases of abandonment of site/termination, price adjustment for delay shall be applied in line with GCC clause 7.0.9.0 on the total contract value as specified in the acceptance of tender" This will be in addition to and without prejudice to the other rights available to the Corporation under the said GCC. Time for all the facilities covered in the schedule of works will commence concurrently.
- 2.5 In case the contractor fails to adhere to the time limit specified above (2.0 a., 2.0 b. 2.0 c.) or if the rate of progress is considered not satisfactory, the Corporation will be at liberty to terminate the contract and get the same executed by any other agency partly or entirely at the risk and cost of the original contractor and in line with provisions available under the GCC.
- 2.6 IOC reserves the rights to alter the quantity indicated in BOQ, if necessary.
- 2.7 IOCL shall give an indicative roll out plan for the contractual quantity within the stipulated time covering all the machines. Vendor has to adhere to this roll out plan for affecting the deliveries. The successful bidder should submit delivery schedule adhering to the completion time indicated in the tender after placement of LOA. The schedule thus submitted shall form part of the contract and shall be binding on the vendor.
- 2.8 The contractual delivery period is inclusive of all the lead time for procurement of raw materials, manufacturing, inspection, testing, packaging or any other activity whatsoever required to be accomplished for affecting the delivery at the required delivery point.
- 2.9 The contract value and quantity finalized shall be indicative and IOCL does not guarantee any quantum of order value to be issued against the contract.
- 2.10 Time of delivery mentioned in the tender shall be the essence of the agreement in the event of placement of order and no variation shall be permitted except with prior authorization in writing from the Corporation.



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Goods should be delivered, in good condition, at the place of delivery and within the time specified in the purchase order for their delivery. By time of **delivery is meant, the date on which items are delivered at the location, as given in the purchase order.**

- 2.11 All formalities and payments towards all statutory levies, transportation and delivery at the various locations shall be the responsibility of the vendor. The successful bidder shall supply the material in suitable weather proof packing.
- 2.12 Defective material not meeting the specification to be replaced at the supplier's risk, cost and consequences within 15 days from the date of intimation or else "Price discount for delay in supplies" will be applicable. The date of receipt at location will be taken as the date on which delivery is made.

3.0 DOCUMENTS:

These special terms and conditions shall be read in conjunction with the technical specifications, drawings, GCC and any other document forming a part of the tender, wherever the tender so requires.

- 4.0 VALIDITY OF TENDER:** The tender will be valid as specified in NIT. IOC reserves the right to place work order at anytime as per validity mentioned in NIT from date of opening of tender. Once work order is placed the rates shall remain firm till 0completion of entire work in all respects.

5.0 SECURITY DEPOSIT:

The successful tenderer, upon placement of work order, shall pay security deposit, an amount equivalent to 10% of the work order value excluding tax. All the works carried out by the Contractor shall be covered under defect liability period for a period of 12 (twelve) months from the date of handing over of completed work to IOCL.

6.0 NATURE AND SCOPE OF WORK:

The scope of work has been detailed under heading "**Scope of Works**" in this document.

7.0 LOCATION OF SITE:

The project site is located at Indane Bottling Plant, Bongaigaon, Pin: 783385 as per NIT.

- a. The machines are to be supplied directly to the location
- b. The deliveries will be normally on full truckload basis to the dispatch location.
- c. The contractual delivery date (CDD) will be clearly mentioned in the order and after which price discount for delay will become applicable. Wherever Road Permits / Entry form or Way Bill etc. are required, the same will be arranged by Receiving Location / State Offices of IOCL. Vendor has to co-ordinate with respective location/state offices for the same.

8.0 WATER SUPPLY:



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The contractor shall arrange water/procure water required for the work at his own cost for all leads and lifts. IOCL shall not be responsible for supplying water and Contractor shall ensure timely and adequate supply of water to meet the schedule.

9.0 POWER SUPPLY:

The contractor shall make his own arrangement for power required for the work at his cost. DG set of suitable capacity may be installed and operated by the contractor at his cost. IOCL shall not be responsible for power supply and contractor shall ensure proper supply of electricity to meet the schedule.

The electrical works shall be carried out through Licensed Electrical personnel only.

10.0 CONTRACTOR'S SCOPE OF SUPPLY:

Contractor's scope of supply includes all the required materials, fittings, fixtures and equipments unless otherwise specifically mentioned in either price bid or special terms and conditions to complete the works shown in the detailed drawings provided with the tender documents. It will be the responsibility of the Contractor to provide at their cost all required workers/labor, equipment, machinery and all materials so as to complete the job as per our drawings and specifications. No claim/ delay on this account will be entertained by the Corporation.

11.0 INSPECTION/REJECTION SUPPLIES:

11.1 For successful bidders, pre-shipment inspections must be carried out by the Third Party Inspection Agency (TPIA) at their works. The bidder has to select any agency out of the list given below and the **entire TPIA charges to be borne by the bidders:**

11.2 List of TPI Agency:

- 11.2.1 M/s Det Norske Veritas (DNV)
- 11.2.2 M/s Bureau Veritas Inspection Services (BVIS)
- 11.2.3 M/s Lloyds Inspection Agency
- 11.2.4 M/s Indian Register of Shipping (IRS)
- 11.2.5 M/s TUV
- 11.2.6 M/s Project & Development India Ltd (PDIL)
- 11.2.7 M/s Engineers India Limited

11.3 The supplier should note that it is not incumbent upon Corporation to check and test each and every item out of the consignment received and Corporation will make only random checks in accordance with the procedure laid down by Corporation. The supplier should, therefore, take note of all the requirements before submitting his quotation.



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11.4 The supplier shall make their own arrangements to take back such rejected consignment, purely at their own cost. If the supplier fails to take back the defective consignment within a period of 15 days from the date of rejection, Corporation shall be free to dispose of the same at the risk and cost of the supplier

12.0 MOBILIZATION ADVANCE: NA

13.0 WARRANTY

13.1 24 months from the date of actual receipt or 18 months from the date of commissioning, whichever is earlier during which time the tenderer is bound by the guarantee given above. The above guarantee / warranty will be without prejudice to the certificate of inspection or Materials Receipt Note issued by us in respect of the materials

13.2 Non- performance during warranty period:

13.3 Vendors should assume complete responsibility for ensuring authorised representatives for Supervision of commissioning activities. Vendor should also assume complete responsibility of satisfactory performance of the equipment and after-sales service of the equipment.

13.4 In the event of suppliers performance level is not acceptable during the warranty period; Indian Oil Corporation Limited reserves the rights to get the service done from any other agency at the risk and cost of the supplier along with statutory levies, if any.

13.5 **PERFORMANCE BANK GUARANTEE (PBG):** as per point 4 of General Conditions of Contract.

14.0 PROGRESS REPORT: Vendor shall submit Progress Report of their dispatches fortnightly to IOCL at the following addresses.

SM(PLANT) Sarpara BOTTLING PLANT

IOCL may withhold any payment to the vendor for failure to submit the progress reports on supply status in time

15.0 MEASUREMENTS FOR WORKS/RECORD MEASUREMENTS/ BILLS:

15.1 All the payment for quantities certified in the running account/ final bill shall be as per the details recorded in the standard measurement book/ SAP SES of the Corporation and jointly signed by the Contractor/ site engineer of IOC.

15.2 Method of measurement shall be strictly in accordance with the technical specification for this work.

16.0 SPECIAL CLAUSE:

16.1 Successful tenderer shall abide by all safety/security regulations that need to be followed inside a petroleum depot premises & as per the instruction of IOC officials.

16.2 The contractor is required to take necessary care to protect to the existing nearby structure while carrying out his scope of work. Any damage caused to other property shall be rectified at his own cost.



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16.3 The contractor shall cooperate with other contractors for smooth execution of project related works. Along with the works covered under this contract other works shall be carried simultaneously by other Contractors. The Contractor shall extend full co-operation to the other Contractors and the works shall be carried out in such a way as not to affect the progress of the project. Any damage caused to other works shall be rectified by the Contractor at their entire risk and cost.

17.0 SITE CONDITION & CLEANING:

17.1 The site will be handed over to the party on "as is where is" basis.

17.2 The Contractor shall take care for cleaning the working site from time to time for easy access to work site and also from safety point of view.

17.3 Working site should be always kept cleared up to the entire satisfaction of the Site Engineer. Before handing over any work to owner, the contractor in addition to other formalities to be observed as detailed in the document, shall clear the site to the entire satisfaction of Engineer-in-Charge.

18.0 SAFETY PRECAUTIONS & HOT WORK :

18.1 Contractor shall have to take all safety precaution for carrying out hot work in the premises after obtaining hot work permit from location in charge at his own cost as directed by the Engineer-In-Charge. Necessary safety equipment such as safety belts, helmets and other equipments are to be positioned by the contractor and use as per requirement.

18.2 Safety distance as per PESO Rules and Oil Industry Safety Directorate shall be maintained strictly during construction.

18.3 Any casualty or damage caused to property or person by any untoward incidents while executing this contract will be at the contractor's risk and cost.

18.4 The contractor shall also abide by hot work permits to be taken on day to day basis from the location as per policy of the Corporation.

18.5 The contractor shall deploy a licensed electrical contractor for doing the electrical works.

18.6 The successful tenderer shall be responsible for observance of all conditions as per Appendix furnished along with GCC with regard to safety.

19.0 SECURITY AGREEMENT:

CONTRACTOR shall as a part of his obligation sign an agreement for secrecy of the drawings / documents with IOC. CONTRACTOR, hereby, expressly undertake to keep all the drawings/documents as well as other Technical information given in the CONTRACT-DOCUMENT secret and shall not divulge or leak or otherwise cause to be known to the competitors or others having any interest in such process in anyway the contents in any form, shape or method.

20.0 INTEGRITY PACT: NA

21.0 DELETION/ MODIFICATION OF CLAUSE(S) IN GCC:

21.1 Following clauses forming part of the GCC issued along with the tender are deleted/ modified:

- a. Clause 2.6.2 – General, section 2 of GCC on Quantities of Work



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- b. Clause 3 of Instruction to Tenderers on Price of Tender Documents
- c. Clause 4.4.0.0 on Price Adjustment for Delay
- d. Clause no. 5.5.0.0 on issuing authority for completion certificate

19.2 GCC contains provisions for arbitration and alternate dispute resolution machinery under section which stands deleted. Further, the reference to arbitration and alternative dispute resolution machinery provision contained in any other term & condition in GCC, which may be general or special in nature shall also stand deleted to the extent the said contents are applicable to the arbitration provisions.

19.3 Notwithstanding any other mechanism for dispute resolution provided under the General Conditions of Contract, with a view to a speedy resolution, the Contractor and Owner may at any time endeavor to settle through conciliation a dispute referable for settlement by Conciliation under and in accordance with the Indian Oil Corporation Limited Conciliation Rules 2014 (hereinafter referred to the "said Rules") as amended from time to time. The said Rules may be downloaded from the owner's website at www.iocl.com and if not available, a copy thereof may be obtained from the owner on written request.

22.0 SUPERVISION OF WORKS:

22.1 Contractor is obliged to post permanently ASNT, Level II Certified NDT specialist to carry out the statutory inspection of vessels. Corporation will be at liberty to stop the work at the risk

20.2 Entire work shall be done under instruction and guidance of IOCL site engineer/LIC and it should be carried out as per specifications drawing and instructions. Any omissions/deviations without approval will result rejection of contractor's claim for payment

23.0 PENALTY CLAUSE IN CASE OF BREACH OF SAFETY:

The penalty for breach of safety during execution of works shall be levied by the Corporation as below:

- a. Violation of applicable safety, health and environment related norm, a penalty of Rs 5000/- per occasion.
- b. Violation as above resulting in;
 - Any physical injury, a penalty of 0.5% of the contract value (max. of Rs 2 lacs) per injury in addition to Rs 5000/- as mentioned above.
 - Fatal accident, a penalty of 1% of the contract value (max. of Rs 10 lacs) per fatality in addition to Rs 5000/- as mentioned above.

In case of any breach of contract (other than price reduction clause for delayed completion), recovery of requisite GST amount over and above the penalty amount shall be done from the contractor's bill.

24.0 ACCEPTANCE OF WORK ORDER:

24.1 After communication of the Corporation's acceptance of the contractor's tender, if the contractor fails to return the duplicate copy of the work order and agreement duly signed in token of their acceptance within 10 days, the EMD is liable to be forfeited by the Corporation, with or without any further reference to the contractor.



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- 24.2 On acceptance of the quotation, the successful contractor will have to execute an agreement with the corporation covering all aspects of the contract in standard form (issued by IOCL), immediately before commencement of the works. The intending tenderers should acquaint themselves with the provisions of standard agreement prior to quoting.
- 24.3 When the party signing the agreement is not the sole proprietor, necessary power of attorney authorizing the person who is acting on behalf of the firm should be produced before execution of the agreement.
- 24.4 If the Contractor does not start the work by the above stated period and if the Corporation is not satisfied with the reason for not starting the work in time or if Contractor refuses to carry out the work due to any other reason, the Corporation can cancel that work order by giving a Registered Notice after the expiry of the specified period as per the order and the same work shall be carried out by any other Contractor at the entire risk and cost of original Contractor.
- 24.5 In the event of such cancellation, the ISD/SD for the subject work, Earnest Money Deposit and/or Permanent Earnest money Deposit will be forfeited and the empanelment of the contractor in all categories shall be cancelled forthwith, without any further intimation to the contractor. In addition the Corporation also reserves the right to holiday list the contractor in the event of such default.

25.0 SPECIFIC CONDITIONS:

- 25.1 The works at site will be supervised either by IOC site engineer or by Project Management Consultant (PMC) agency appointed by IOC. It shall be the responsibility of the contractor to ensure that the works are carried out with due inspection of works by Site Engineer /PMC agency as per approved QAP at every stage of work. Further it shall also be the responsibility of the successful tenderer to submit bills for payment, which are duly certified by Site Engineer/PMC agency. Bills shall be processed for the works completed, measured and entered in the MB duly signed by both successful tenderer and TPI. During execution of works, it shall be noted that deviations shall be put up duly endorsed by TPI agency.
- 25.2 Many works executed may need clearance from an Acceptance Committee formed by Corporation at any stage of the work. Contractor shall render full cooperation and comply with all the observations, instructions of the Committee at no extra cost to IOC.

26.0 SPECIFIC CLAUSES ON TAXATION:

Clause No.	Description
	DEFINITIONS
1	Contractual period/Work Completion Period/Contractual Delivery Date/Contractual Completion Period shall mean the Scheduled Delivery/Completion Period as mentioned in the LOA (Letter of Acceptance) or Purchase Order or Work Order and shall also include approved extensions, if any.
	General
1	Where any portion of the GCC/any other section of tender, is repugnant to or at variance with any



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	provision of the Standard Taxation Condition (STC), then the provision of the STC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
2	For the purpose of this STC, the term "Tax" in addition to tax imposed under CGST (Central Tax)/IGST (Integrated Tax)/UTGST (Union Territory Tax)/ GST Compensation Cess Acts, also includes any duties, cess or statutory levies levied by central or state authorities.
3	<p>Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the final product and/or services (applicable to invoices raised on IOCL) within the contractual delivery date/ period (including extension approved if any) shall be on IOCL's Account against submission of documentary evidence.</p> <p>Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Seller's / Contractor's Account.</p> <p>Similarly in case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the Contract and the date of execution of activities under the contract, the Contractor shall pass on the benefit of such reduction to IOCL with the view that IOCL shall pay reduced duty/Tax to Govt.</p>
4	Wherever any escalation/ de-escalation linked to raw material price (Basic price excluding taxes) is allowed as per terms of the contract, Variation to the extent related to escalation/ de-escalation of value of material shall be allowed without Tax unless specified otherwise.
5	<p>It would be the responsibility of the contractor to get the registration with the respective Tax authorities. Any Taxes being charged by the Contractors would be claimed by issuing proper TAX invoice indicating details/elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration numbers(s) along with IOCL's registration number as applicable for particular supply on all invoices raised on IOCL.</p> <p>Contractor to provide the GSTIN number from where the supply is propose to be under taken. Further the HSN Code/ Services Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns provided in the technical bid.</p> <p>In case the contractor is opting for Composition scheme under the GST laws (i.e. Section 10 of the CGST Act, 2017 and similar provisions under the respective State/ UT law), the contractor should inform the same. Further the contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on IOCL.</p> <p>In case the contractor is falling under Unregistered category, the contractor should confirm the same.</p>



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6	The contractor would be liable to reimburse or make good of any loss/claim by IOCL towards tax credit rejected/ disallowed by any tax authorities due to non-deposit of taxes or non updation of the data in GSTIN network or non-filing of returns or non-compliance of tax laws by the Contractor by issuance of suitable credit note to IOCL. In case, contractor does not issues credit note to IOCL, IOCL would be constrained to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery.
7	Tax element on any Debit Note/ Supplementary invoice, raised by the contractor will be reimbursed by IOCL as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filling the Statutory returns as may be prescribed from time to time.
8	The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by IOCL.
9	In case, IOCL's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by IOCL by issuance of suitable credit note to IOCL. In case, contractor does not issue credit note to IOCL, IOCL would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
10	In case the contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price. In case the contractor is falling under Unregistered category, then GST liability, if any, on IOCL will be included for the purpose of evaluation.
11	In case, IOCL is eligible to avail input TAX credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost.
12	IOCL shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the CGST Act and respective state and Rules.
13	To enable IOCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to GST reimbursed by IOCL on materials sold to IOCL.
14	Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase/decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual Period.
15	Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST/SGST/UTGST/IGST Act, 2017 on supplies of goods or services or both to IOCL, tax will be deducted from the invoice raised and deposited with the authorities by IOCL. TDS certificate as per



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	provisions of CGST/SGST/UTGST/IGST Act, 2017 shall be issued by IOCL.
16	CUSTOM DUTY (Certain clauses will not be applicable wherever port clearance are in the scope of IOC and IOC is to take delivery at Port) applicable for Global Tender
16.1	Custom Duty for this clause shall mean Basic Custom Duty, Additional Duty of Customs levied under Section 3 of the Customs Tariff Act equivalent to the IGST and Education Cess and Secondary and Higher Secondary Cess, Social Welfare Surcharge (SWS)
16.2	The contractor shall within 7 (seven) days of dispatch/ shipment of any such materials forward to the owner, the following documents <ul style="list-style-type: none">i. Supplier's Vendor Invoice indicating item wise price of the materials for the purpose of assessing customs and other Import duties.ii. Bill of lading/Airway Bill.iii. Package wise packing list.iv. Certificate of origin and other relevant documents relating to the identification of the materials.v. Other relevant documents for the assessment of customs duties and the clearance of goods through Customs.
16.3	The Contractor shall also be fully responsible for Port and Customs clearance including stevedoring, handling, unloading, loading and storage and for satisfying all Port and Customs formalities for the clearance of the goods, including preparation of the BILL(s) of Entry mentioning the applicable GSTIN of IOCL and other documents required for import and or/clearance of the goods. The applicable GSTIN shall be advised by IOCL. The Contractor shall also be fully responsible for any delays, penalties, interest, demurrages, shortages and any other charges and losses, if any in this regard.
16.4	The Customs Duty payable shall be reimbursed on production of supporting documents or paid directly to the Customs Authority, as the case may be.
16.5	IOCL shall pay the CUSTOM DUTY within 1 (one) working day or specified under Customs law, after the day on which the CONTRACTOR furnishes the complete necessary documents including duty requisition slip along with BILL of ENTRY to the IOCL's designated office for release of requisite materials/equipment from Customs. However additional cost on account of delayed payment of Custom duty due to IOCL's fault shall be paid by IOCL.
16.6	IOCL will not bear liability towards payment of safeguard duty, Anti-Dumping duty, Protective Duty or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by the Government of India under Custom Tariff Act 1975 applicable on such materials in India.



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16.7	All other costs towards Port and Customs Clearance shall be contractor's responsibility including appointment and payment to clearing agents and no reimbursement will be made by IOCL except as quoted in the price bid.
16.8	The contractor shall provide IOCL with all documents necessary for IOCL to claim Input Tax Credit (ITC) of the IGST levied under Section 3 of the Custom Tariff Act. Should the contractor fail to provide any such document(s) resulting in a shortfall in the ITC available to IOCL, the shortfall shall be made good by the contractor by issuance of suitable credit note to IOCL. In case the contractor does not issue credit note to IOCL, in such case, IOCL would be constrained to recover the amount along with interest and statutory levy, if any, and such recovery would be without pre-judice to any other mode of recovery from the Running Account or other bills or payments to the Contractor.
16.9	The input tax credit available to IOCL will be reduced to arrive at the net Landed cost in the hand of IOCL for evaluating the Bids.
16.10	In case the bidder is availing any exemption under the prevailing customs law, then necessary documentary proof for availing the said exemption is required to be submitted. In the event of non-submission of the requisite documents as per the conditions for availing the exemption by the successful bidder, then the additional outflow on account of various taxes and duties will be recovered from the bidder.
16.11	The Tariff Head under which the goods will fall should be clearly mentioned along with the Custom Duty Rate at the time of submission of Bid.
17	ROAD PERMIT/WAY BILL
17.1	IOCL will issue Road Permit/ Way Bill, by whatever name it is called, to the Contractor only in those cases where materials is purchased by IOCL directly and/or IOC is statutorily required to issue the Road permit/Way Bill, by whatever name it is called. Contractor will be under obligation for proper utilization of road permits for the specific supply and in case of seizure of goods/vehicle; the Contractor will be wholly responsible for release and reimburse the litigation cost to IOCL.
17.2	IOCL shall on no account be responsible for delay or hold up due to the timely non availability of such documents as are required to be furnished by the owner to obtain the Road Permit/Way Bill, by whatever name it is called. However, IOCL shall make best efforts to provide sufficient number of Road Permits, Way Bill, by whatever name it is called, on demand to avoid any delay or Hold up.
18	Works Contract/ Composite Supply/ Mixed Supply
18.1	<p>Works contracts as defined under the GST law includes Contracts for Building, Construction, Fabrication, Completion, Erection, Installation, Fitting out, Improvement, Modification, repair, Maintenance, Renovation, Alteration or Commissioning of any immovable property wherein transfer of goods is involved in the execution of such contracts.</p> <p>Composite Supply has been defined as supply in which two or more supply of goods or service or both or any combination are naturally bundled and supplied in conjunction with each other in the ordinary course of Business, and then the rate as applicable for principal supply will be applicable on the entire transaction.</p> <p>Mixed supply has been defined as supplies of goods or service or both which are made I conjunction</p>



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	<p>with each other for a single price and which does not constitute a composite supply then the rate as applicable for the highest rate will be applicable.</p> <p>In view of the above various definitions under GST law, bidders are required to evaluate the jobs to be undertaken covered under the tender and quote accordingly by taking in to account the nature of job read with the legal provision.</p> <p>The place of supply in relation to an immovable property shall be the location at which the immovable property is located or intended to be located.</p>
18.2	<p>In case, IOCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost. IOCL shall reimburse GST levied as per TAX invoice issued by the Contractor as prescribed under respective GST Acts and Rules. In case the contractor is not permitted to issue Tax Invoice the same should be clearly mentioned in the price Bid.</p>
18.3	<p>To enable IOCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to GST reimbursed by IOCL on materials sold to IOCL.</p>
18.4	<p>Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase/decrease in rates after last date of submission of Price Bid provided delivery is within the Contractual period.</p>

Note:

"The contractor would be liable to reimburse or make good of any loss/claim by IOCL towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non updation of the data in GSTIN network or non-filing of returns or non-compliance of tax laws by the Contractor by issuance of suitable credit note to IOCL. In case, contractor does not issue credit note to IOCL, IOCL would be constrained to recover the amount including interest payable alongwith Statutory levy/Tax, if any, payable on such recovery."

26.1 INCOME TAX:

- The contractor shall be exclusively responsible and liable to pay Taxes on Income arising out of payment made out of the contract.
- Wherever withholding tax i.e. Tax deduction at source (TDS) is applicable under the Income tax Act, 1961 the same will be deducted from the Invoices raised and TDS Certificate as per provision of the Income tax Act and Rules shall be issued to the contractor.
- PAN is mandatory. If PAN is not provided TDS would be deducted at higher rate as per the provisions of Income Tax Act.

27.0 SAFE CUSTODY AND STORAGE: Contractor shall make necessary arrangements for the safe custody of

their materials and the Corporation shall in no case be responsible for any loss or damage to the same. Any temporary structure if allowed to be erected by the Corporation for the purpose shall be demolished and removed on completion of works. Further, safe custody of all machinery and equipment used by the Contractor for the work shall be their sole responsibility. They shall therefore employ sufficient staff for watch and ward at their expenses if felt necessary.



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26.0 WORKS BY OTHER CONTRACTORS / NON HINDRANCE TO SALES: Along with the works covered under this contract other works shall be carried simultaneously by other Contractors. The Contractor shall extend full co-operation to the Contractors and the works, shall be carried out in such a way as not to affect the progress of the project. Any damage caused to other works shall be rectified by the Contractor at their entire risk and cost

27.0 DAMAGE TO EXISTING FACILITIES:

Any damage caused to the existing facilities while carrying out the work shall be made good by the Contractor to the entire satisfaction of the Corporation at his own risk and cost.

28.0 FORCE MAJEURE:

The term "Force majeure" as employed in the contract shall mean declared civil war, tidal waves, fire, major flood, earthquakes (above 7 magnitude on Richter scale), damage from aircraft, nuclear fission, riots, (other than among the Contractor's employees), lightening and other such causes over which the Contractor has no control and are accepted as such by Corporation whose decision shall be final and binding. Delays resulting from such reasons shall extend the time for completion for the work and commencement of free maintenance period without any financial obligation of any kind from either side.

29.0 INSURANCE POLICY: Contractor to obtain necessary Insurance to cover any accident in line with General Conditions of Contract.

30.0 ESIC REGISTRATION:

The Contractor shall enforce the provision of ESI Act/ scheme and other Acts/ Scheme with regard to this contract and shall fulfill other obligations/ requirements of the Act/Scheme for proper compliance as may be directed by the ESI Authorities or the Corporation. The successful contractor also needs to obtain applicable registration in this regard.

31.0 REMOVAL OF DEBRIS:

Contractor shall arrange to dispose-off debris and any other waste product created while carrying out the work, outside Corporation's premises. The Contractor shall take due care while disposing of such waste materials and ensure that any rules/ regulations laid down by Municipal Corporation or any other statutory body are not violated. The Contractor shall be responsible and answerable to any complaint arising out of improper disposal of waste material. Quoted rate shall involve the cost of same and no extra payment shall be made towards this account.

32.0 DRAWINGS:

Wherever dimensions or sizes are not specified in schedule of rates, the drawings provided may be referred. Figured dimensions are to be followed in all cases. Large-scale details take precedence over small-scale drawings. In general, the drawings shall indicate the dimensions, positions and type of construction, the specifications shall indicate the quantities and methods, and the schedule of rates shall indicate the quantum and rate for each item of work. Any work indicated in the drawings and not mentioned in the specifications or vice-versa, shall be treated as though fully set forth in both. Any ambiguity, conflict of interpretation, errors or inconsistencies discovered in the drawings/documents shall be promptly brought to the attention of the Corporation shall prevail, but in the event of disagreement between the Contractors and the Site Engineer, decisions of Engineer-In-charge shall be final. In case of any discrepancy, the Contractor is to ask for explanation before proceeding with the work.

33.0 MATERIALS/EQUIPMENT:



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33.1 Any substandard materials, used during execution will be rejected and the Contractor shall replace the same to the entire satisfaction of the Corporation at their own cost.

33.2 All material required for this work shall be supplied by Contractor except dispensing pumps and horizontal tanks which will be supplied by IOC. It will be the responsibility of the party to provide at their cost qualified welders, labour, equipment, machinery, power and all materials as detailed in our price bid schedule, scope of work/item wise detailed description of work, specification and relevant IS codes so as to complete the job in all

respects.

33.3 Materials supplied by party shall be utilized only after getting approval from Site Engineer.

33.4 Corporation shall not be responsible for the security of the party's material/ equipment.

33.5 No covered space shall be made available for storage/stacking of party's materials. The party shall make their own arrangement for the same.

34.0 QUALITY CONTROL

34.1 Entire work shall be executed as per the IOCL specifications for civil, electrical & mechanical works. All the bought out items used in the construction shall be sourced from the approved vendors of IOCL. However, on the specific request of the Contractor, IOCL may approve name of any other vendor not included in the approved list.

34.2 Bidder will appoint Third Party Inspectors (TPI) for inspection of work at various stages of construction and as per the QAP & IOCL specifications. The fee of TPI will be paid by Bidder.

34.3 Over and above the inspections carried out by TPI, the work will also be inspected by the Engineer / Engineers from plant and from State Office of IOCL.

34.4 Contractor shall provide all necessary assistance to the TPI / IOCL engineers for carrying out inspections/ tests / measurements of work without any extra cost to IOCL.

34.5 All the materials shall be got approved before use. In case defective/sub standard materials are brought at site and rejected by TPI / IOCL site Engineer, the same shall have to be removed immediately within 3 days from the site at their own cost. IOCL shall not entertain any claim from the Contractor on this account. In case, Contractor fails to remove such materials from the site, within 15 days after issue of notice in writing, IOCL reserves the right to dispose off such materials at the entire risk and cost of the Contractor.

34.6 The Contractor shall make arrangements for retention of samples of approved materials till completion of work.

34.7 Contractor shall bear all expenses towards testing of materials as per QAP and IOCL specifications. Repeat tests if required, as per the opinion of IOCL/TPI shall also be conducted by the Contractor at no extra cost. The lab tests shall be carried out at any Govt Engg College/Govt University/Labs with NABL accreditation /Govt Labs, Govt recognized test houses and test houses with ISO accreditation. However, at its discretion, IOCL may advise to carry out tests at a particular laboratory, which shall be binding on the Contractor.



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34.8 Contractor shall provide all the necessary equipments required for field tests to maintain the quality of work as per QAP and IOCL specifications.

35.0 CLEARING THE SITE OF WORKS:

35.1 Contractor shall arrange to dispose of debris and any other waste product created while carrying out the work, outside Corporation's premises. The Contractor shall take due care while disposing of such waste materials and ensure that any rules/ regulations laid down by Municipal Corporation or any other statutory body are not violated. The Contractor shall be responsible and answerable to any complaint arising out of improper disposal of waste material. Quoted rate shall involve the cost of same and no extra payment shall be made towards this account.

35.2 The Contractor shall clear the site of works as per the instructions of the Site Engineer. The site of works shall be cleaned of all men, site equipment, materials, etc and shall be delivered back to the Corporation in a clean and neat condition as required by the Site Engineer within a period of one week after the job is completed after ensuring that all surfaces spoiled during the works such as floors, walls, glass panels, etc are spotless clean.

35.3 In case of failure to do so by the Contractor, the Corporation shall have the right to get the site cleared at the risk and cost of the Contractor.

36.0 PAYMENT SCHEDULE:

The payment will be released from Indane Bottling Plant, Sarpara as per following terms:

The vendor shall furnish receipt of deposited security deposit amount or a Performance Bank Guarantee on dispatch of the equipment for **10% of the value of all supply items** of the Price- Schedule with validity for period **of 24 months of the date of actual delivery at site or 18 months from the date of commissioning whichever is earlier.**

60% of payment will be released on completion of following:

Receipt of all equipment in good condition at site

Joint verification of equipment & spares by Vendor's and IOCL representative and issue of GRN (Goods receipt Note) by receiving IOCL location

20% of payment will be released on completion of following:

Making equipment in working condition after completion of all the works and submission of final clearance certificate of Third Party Inspection Agency



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If joint verification is not carried out on account of IOCL, the payment shall be released within 45

days from date of receipt of equipment at site on submission of an undertaking on non-judicial stamp paper by the Vendor.

Balance 10% of the value of supply items shall be released upon commissioning of Equipment including trial runs (8 hrs of continuous running of equipment). In case commissioning is delayed beyond 3 months from date of supply on account of IOCL,.

Balance 10% payment of order value shall be released against PBG submitted as per point 4 of General Condition of Contract.

The following documents shall be submitted by Vendors:

To PO / WO issuing office:

Invoice

Delivery Challan

All Inspection Reports & Final Release Note

To material receiving site:

Delivery challan

LR/GCN/Way Bill etc.

Guarantee/Warrantee Certificates

Packing List

All Inspection Reports & Final Release Note

Manual: Operating & Maintenance Manual

100 % value of supervision charges shall be released after a period of one month from date of completion of work of Supervision Services including trial runs (8 hrs of continuous



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37.0 DEALING WITH OUTSIDE PARTIES

- 37.1 The Contractor should purchase all material from the market, which they require for the work allotted to them, in cash or credit in their own firms' name only.
- 37.2 In case of any default on the part of the Contractor to clear the payments of their vendors / suppliers / sub-contractors, the Corporation, to protect its name and image, shall recover the amount from Contractor's pending bills or security deposit and may make the payment to the concerned party.
- 37.3 Contractor in his own interest should purchase material from the authorized sources and should fulfill all their obligations of all taxes etc. If the Corporation has reasons to believe that any material has been brought to its premises from unauthorized sources, the Corporation can refer the matter to police for verification.
- 37.4 The Contractor can be debarred from corporation and EMD/SD shall be forfeited for such lapses.

38.0 The Corporation reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reasons. The Corporation reserves the right to accept one or more tenders in part.

39.0 Any conditional / incomplete offer or failure to follow above instructions shall lead to disqualification. Providing any details of rates offered in the technical commercial bid section will lead to disqualification of the bidder

40.0 TYPOGRAPHICAL OR CLERICAL ERRORS:

The Corporation's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

41.0 At all places in the GCC enclosed with the tender document, OWNER shall mean State Office of INDIAN OIL CORPORATION LIMITED (MARKETING DIVISION), under whose jurisdiction this work is to be done.

42.0 Bidders may note the following:

1) This tender is a framework agreement and order for supply(work order) of service/material shall be placed from the respective political state/union territory or location(as the case may be) as mentioned in the tender

2) With respect to the price adjustment clause, the same shall be passed on by the bidder in invoice or through credit note by way of discount



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Annexure-5

**ABBREVIATIONS & NOTATIONS
UNLESS OTHERWISE SPECIFIED FOLLOWING NOTATIONS/ ABBREVIATIONS SHALL BE
APPLICABLE TO DOCUMENT**

MM/mm	- MILLIMETER
SQMM/sqmm/mm ²	- SQUARE MILLIMETER
CM/cm	- CENTIMETER
SQCM/Sqcm	- SQUARE CENTIMETER
SFT/sft	- SQUARE FEET
M/m/rm/RM	- METRE / RUNNING METRE
SQM/sqm/m ²	- SQUARE METRE
CUM/cum/m ³	- CUBIC METRE
KG/kg	- KILOGRAM
MT	- METRIC TONNE
MS	- MILD STEEL
DIA/dia/Φ	- DIAMETER
NO (S) / Nos. / nos.	- NUMBER(S)
PCC	- PLAIN CEMENT CONCRETE
RCC	- REINFORCED CEMENT CONCRETE
E-I-C	- ENGINEER - IN - CHARGE
IS/BIS	- INDIAN STANDARD
API	- AMERICAN PETROLEUM INSTITUTE
JOB	- JOB LUMPSUM
LS	- LUMPSUM
EMD	- EARNEST MONEY DEPOSIT



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ISD - INITIAL SECURITY DEPOSIT
BG - BANK GUARANTEE

ANNEXURE-6

SCOPE OF WORKS

SOR			
SI No	Description	Qty	Unit Rate
1	Supply and Installation of 97CFM VFD Screw Air compressor	1	787641.80
2	Refrigerated Type air dryer for 97CFM air compressor	1	141236.00

Detail Technical Specifications of the machines are attached separately.

Tenderer should not only match our specifications but can also improve upon the specifications under intimation to the Corporation.



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Annexure-7

SUPERVISION SERVICES
FOR ERECTION, TESTING, COMMISSIONING AND TRAINING TO IOCL
PERSONNEL OF AIR COMPRESSORS AT LPG BOTTLING PLANTS.

Rates given in the tender are inclusive of for supervision of erection/installation, testing, commissioning and training to IOCL personnel.

The detailed Scope is as under:

1.0 ERECTION AND COMMISSIONING:

- 1.1 Erection/installation of the Compressors shall be carried out by IOCL. On the receipt of request from Corporation after erection is completed, vendor shall depute their authorised representative for supervision of commissioning within a week's notice from the Corporation.
- 1.2 During commissioning, the vendor's representative shall provide training related to operation and routine maintenance of the equipments of the system.
- 1.3 The rates quoted will be inclusive of Professional charges to supervise the work of erection, testing, commissioning and training including to &fro fare, boarding and lodging expenses, local conveyance and all other incidental charges. Number of mandays shall be accounted as presence of the Vendor's engineer at the LPG Plant Premises where the machine is to be installed.
- 1.4 It is envisaged that the activities of erection, commissioning, training to at least two plant personnel are completed in one visit of maximum 3 days for each compressor. However, if more number of visits are required or the engineer is required to stay for a longer period for commissioning of the machine due to reasons attributable to IOCL; the same shall be paid as per rates quoted in the Schedule of rates.



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- 1.5 Erection of the equipment is in the scope of IOCL, however, vendor's service engineers will make sure that the alignment, foundation and installation are in order before commissioning the machine. The overall responsibility of the smooth installation / commissioning of the machine lies only with the vendor.
- 1.6 After erection; testing, trial run, commissioning, training IOCL's personnel, attending troubleshooting, performance evaluation etc shall be carried out by Vendor's representative in the presence of IOCL's representative.
- 1.7 Vendors representative should advise the list of tools required for commissioning. Any special tools if required for commissioning, shall be brought by vendor during their visit to site for supervision of commissioning.
- 1.8 IOCL shall provide only unskilled / semi skilled manpower to assist the vendor's representative during commissioning. The engineer deputed for commissioning should be conversant with English/Hindi Language.



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Annexure-8

SCOPE OF INSPECTION & TESTING BY THIRD PARTY INSPECTION AGENCY AT VENDOR'S WORKSHOP FOR ACCEPTANCE OF THE SCREW AIR COMPRESSORS withVFD and ACCESSORIES

- 1.0** The entire system of all the machines will be inspected for acceptance at the workshop of the vendor by Engineers of IOCL or by a Third Party Inspection Agency and this shall be on Vendor's scope considering any one of the reputed agency viz. **M/s Bureau Veritas, M/s Lloyds, M/s DET Norske Veritas, M/s PDIL, M/s Certification Engineers International Ltd., M/s SGS India and M/s IRS.** Vendor should advise and take acceptance of IOCL regarding the name of Third Party Agency on receipt of LOI/Purchase Order. A QAP shall be prepared & submitted by the Vendor for review and approval of IOCL and / or TPIA.
- 2.0** Vendor shall intimate IOCL/ Third Party Inspection Agency seven days in advance before expected final assembly of the completed equipment.
- 3.0** Vendor's drawings, data sheets & technical documents etc shall be approved by third party inspection agency and tenderer / vendor shall bear all expenses towards the same. Immediately after approval of drawings, data sheet & technical documents etc. by third party agency, vendor should forward two copies of drawings / documents to IOC for their information.
- 4.0** **Scope of inspection** at vendor's factory before dispatch shall be as under
 - 4.1** A performance test to ensure that the compressor meets the **guaranteed values** as specified in the data sheet; shall be carried out at the bidder's works in the presence of TPIA and / or IOCL. In case the compressor fails to meet the guaranteed values, during the performance test, the procedure as specified in NIT shall be followed.
 - 4.2** Review of conformance certificate from VSD manufacturer regarding Harmonic Distortion values.
 - 4.3** No leakage of oil or air from the system.
 - 4.4** Noise level: 75+/-3 db max @ distance of 1m from the system.
 - 4.5** Other test / review of TC as mandated in approved QAP
- 5.0** IOC and/or their authorized representative reserve the right to visit the contractors, vendors, sub-Contractor's shops for their own inspection/quality assurance/ quality control and expediting. **Such inspection by IOC, however, in no way relieves the Vendor of his responsibilities and obligations.**



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- 6.0 The Vendor is responsible for carrying out all tests and checks to ensure that the machine is in compliance with tender specifications. The system will be despatched only after acceptance and dispatch clearance by the IOCL / i

ANNEXURE-9

GENERAL CONDITIONS OF CONTRACT FOR SUPPLY OF EQUIPMENT /

MATERIAL

1. Throughout these conditions and in the specification (if any) hereto annexed the terms:-
- "The Purchaser" means INDIAN OIL CORPORATION LIMITED (Marketing Division)
 - "The Indentor" means any Officer authorized by the Purchaser to order Equipments / Materials.
 - "The Inspecting Officer" means the person, firm, department nominated by the Purchaser to inspect the equipment / materials on his behalf and the deputies of the Inspecting Officer so nominated.
 - "The Seller" means the person, firm or Company with whom the order for supply of equipments / material is placed and shall be deemed to include the Seller's successors, representatives, heirs executors and administrators duly approved by the Purchaser.
 - "Sub-contractor" means any person, firm or Company from whom the Seller may obtain any material or fittings to be used in the supply or manufacture of the equipments/ materials.
 - "Drawings" means the drawings exhibited or provided for the guidance of the Seller.

b) **PURPOSE OF CONTRACT AND PARTIES TO THE CONTRACT:**

This contract is for the supply of equipments/ materials of the description in the quantities set forth in the Purchase Order and/or schedule to the Purchase Order. Except as hereby otherwise provided a verbal or written arrangement abandoning, varying or supplementing this contract or any of the terms hereof, shall be deemed provisional and shall not be binding on the Purchaser unless or until the same is endorsed on the Contract or incorporated in a formal agreement and signed by the parties hereto and till then the Purchaser shall have the right to repudiate such arrangement.

c) **SECURITY DEPOSIT:**

Unless otherwise agreed between the Purchaser and the Seller, the Seller shall, within 14 days after placement of Purchase Order/ Contract, deposit with the INDIAN OIL CORPORATION LIMITED Demand Draft or Banker's Guarantee in our standard Form, a sum equal to 10 percent of the total value of Purchase Order/ Contract, subject to a maximum of Rs. One Lakh as a Security Deposit for the due fulfilment of the contract when the delivery of the material extends over a period of 3 months. No claim shall lie against the Purchaser in respect of interest on such Deposits or depreciation thereof. The Purchaser shall be entitled to deduct from the said deposit any loss or damage which the purchaser may be put to by reason of any act or default recoverable by the purchaser from the Seller and to call upon the Seller to maintain the deposit at its original limit by making further deposits. In the event of the Seller



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failing to make and to maintain a security deposit in the manner aforesaid, he shall be liable to forfeit any moneys lodged with the tender by him and the Purchaser shall be entitled to cancel the acceptance of the Tender.

d) DELIVERY

The Seller shall, as may be required by the Purchaser, either deliver free or F.O.R. or C.I.F. at the place or places detailed in the Purchase Order or schedule thereto the quantities of equipments/ materials detailing therein and the same shall be delivered or dispatched not later than the dates specified in the Purchase order/ Schedule.

- e) We further agree that the Corporation shall have the fullest liberty without affecting in any manner our obligations hereunder and without reference to us to vary any of the terms and conditions of the said Contract and / or to extend time of performance by the Suppliers from time to time or to postpone for any time or from time to time any of the obligations of the Suppliers or powers exercisable by the Corporation against the Supplier and / or forbear or enforce any of the terms and conditions of or relating to the said contract, and that we shall not be released from our liability under this guarantee / undertaking by reasons of any such variation or extension being granted to the said Supplier or for any forbearance and/or omission on the part of the Corporation or any indulgence by the Corporation to the Supplier.
- f) The Bank will not be entitled to any of the rights conferred on Sureties by Sections 133,134,135,139 and 141 of the Indian Contract Act, 1872.
- g) The Bank will not require any proof or judgement, document, decree or any direction from any Court/Arbitrator or otherwise to substantiate the claims of the Corporation against the Suppliers. The right of the Corporation under this guarantee will not be affected by reason of any pending proceeding before any Court or Arbitrator.
- h) Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs._____.
- i) We further agree that this Guarantee shall not be affected by any change in the Constitution of the Bank or the Suppliers.

Signed this _____ day of _____

Yours faithfully,

For ___ Bank
Signature _____



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Specimen Sign.no. _____

Name & Designation _____

Name of the Branch _



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"DESIGN, MANUFACTURE, SUPPLY, SUPERVISION, INSTALLATION & COMMISSIONING OF ONE 97 CFM LUBRICATED AIR-COOLED SCREW TYPE AIR COMPRESSOR WITH VFD & AIR DRYER AT INDANE BOTTLING PLANT, SARPARA"

Annexure-10

PURCHASE AGREEMENT

(On Non-Judicial Stamp Paper as prescribed in the respective State)

Articles of Agreement made at _____ this _____ day of _____ Two Thousand

_____ between the INDIAN OIL CORPORATION LIMITED, Corporation incorporated under the Indian Companies Act I of 1956, being an Undertaking of the Government of India and having its Registered Office at G9, Ali Yavar Jung Marg, Bandra (East), Mumbai-400 051, hereinafter referred to as 'The Corporation' of the one part and M/s _____ Sole Trader/ Partnership Firm / Private / Public Limited Company registered under the Indian Partnership Act of 1932/Companies Act I, 1956 and having its Office at

_____ hereinafter called 'The Seller' which expression shall be deemed to include the Seller's successors (approved by the Corporation), representative, heirs, executors and administrators on the other part, WHEREAS the Corporation is desirous of obtaining certain Equipment / Materials specified in the attached schedule and / or Purchase Order and WHEREAS the Sellers have agreed with the Corporation for the supply of the said stores specified in the said schedule upon certain terms and conditions hereinafter provided and WHEREAS the parties are desirous of reducing to writing the terms and conditions of the contract on which the Sellers have agreed with the Corporation for the supply of the said Equipment/Materials, NOW IT IS HEREBY AGREED by and between the parties hereto as under :

1. EQUIPMENT / MATERIALS TO BE SUPPLIED:

The Sellers shall duly supply the said Equipment/Materials as per description, quantity and rates specified in the schedule and/or Purchase Orders placed by the Corporation from time to time and in all respects with the specifications, designs, drawings and instruction in writing referred to in the schedule and or said Purchase Order.

2. PAYMENT:

The Corporation shall pay to the Sellers in respect of the said equipment/materials mentioned in the scheduled/Purchase Order on the basis of the rates specified in the said schedule/Purchase Orders.

3. SECURITY DEPOSIT:

The Sellers shall on or before the execution of the Agreement deposit with the Corporation a Sum of Rs. _____ by Demand Draft or Bank Guarantee on our Standard Form. The Corporation shall hold this amount as Security Deposit for Guarantee for the timely and proper performance of the said contract by the sellers. All sums of compensation or other sums of money payable by the Sellers



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to the Corporation under the terms of this Agreement may be deducted from or paid by the Sale of a sufficient part of the Security Deposit or from the interest arising there from any sums which may be due or may become due by the Corporation to the Sellers on any account whatsoever, and in the event of their Security Deposit being reduced by any reason or such deduction or sale as aforesaid, the Sellers shall within 15 days thereafter make good in Cash or only DemandDraft any sum or sums which may have been deducted from/or raised by Sale of the Security Deposit or any part thereof. The Security Deposit lodged by the Sellers shall be refunded after the expiry of 3 months from the date of satisfactory completion of Purchase Order / Contract.

4. MANNER & PERIOD IN WHICH THE EQUIPMENT / MATERIALS ARE TO BE SUPPLIED:

The Sellers agree and undertake to supply the Equipment/Materials set forth in the Schedules/Purchase Order No.

_____ dated _____ and subsequent amendments if any, issued thereto from time to time. The Said Equipment/materials being goods of merchantable quality shall throughout the stipulated period of the contract be supplied with the due diligence, promptness, care and accuracy and in a workman like manner to the satisfaction of the Corporation and in accordance with the said specification, designs, drawings and instructions or before the aforesaid due date, time being the essence of the contract on the part of the Sellers.

5. PRICE REDUCTION FOR DELAYS IN DELIVERY:

The Sellers hereby agree to pay to the Corporation by way of price discount for delay and not as penalty, an amount equal to 1/2 % (one half percent) of the contracted price of the materials so delayed for each week or Part thereof, of such delay in delivery subject to a maximum of 10% of such price. For the purpose of calculating Price Discount for Delay, date of receipt of material at consignee location shall be taken as date of supply.

6. INSPECTION OF SUPPLIES:

The Corporation through its authorised representative reserves the right to inspect periodically during the manufacture or before delivery all equipment and materials and workmanship for the acceptance of quality and efficiency. The said representative will be the sole judge thereof if at the time, during the progress of any particular portion of manufacture or before delivery of materials is unsatisfactory, the Corporation shall be entitled to take action under Clause No. 5 (FIVE) of the Corporation's General Conditions of Contract after giving the Sellers 15 days/one month/three months notice in writing as considered appropriate and the Sellers will have no claims for compensation for any loss sustained by them owing to such action. All equipment and materials under or in course of execution or executed in pursuance of this contract, shall at all times be open to the inspection and supervision of the Corporation and their authorised representative and Agents. The Sellers shall at all time, during the usual working hours and at all other times after having received reasonable notice, allow the Corporation and their authorised representatives and agents to visit the contractor's premises and carry out the necessary orders and instructions.

7. PAYMENT:

Invoices shall be submitted by the Seller immediately on delivery / dispatches of equipment / materials, duly supported by acknowledged challans in case of local deliveries or proof of despatch



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(R/R, or L/R from Road Transport Contractor) for effecting payment in accordance with the terms of the Purchase order against proper official stamped receipt from the Seller or his duly authorised representative.

8. AGREEMENT:

8.1 This Agreement is subject to terms and conditions contained in the tender so far as the same is not inconsistent with or repugnant to the above clauses.

8.2 This agreement is subject to the special conditions stipulated in our schedule and or Purchase Order No.

_____ dated _____ and subsequent amendments, if any, issued from time to time.

SIGNATURE OF (SELLER)

WITNESS

- 1.
- 2.

SIGNATURE OF CORPORATION

WITNESS

- 1.
- 2.

Encl.Schedule

Date:

Place



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ANNEXURES: TO BE SUBMITTED BY ALL BIDDERS ALONG WITH THE BID-BID STAGE



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Annexure-A

UNDERTAKING FROM BIDDERS FOR ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDERER

(To be submitted in bidders letter head)

Name of Work: Design, Testing, Supply, Installation & Commissioning of Chain Conveyor System and other equipment's at IOCL Sarpara LPG BP"

Tender No.:
e-Tender Id:

We confirm that we have quoted the rates in the tender considering Inter-alia the

1. Tender Document(s)
2. Additional Document(s) (if any)
3. BOQ Document (Price Bid Format)
4. Corrigendum (if any)
5. Pre Bid Meeting Minutes (if any)

We _____ (Name of the Tenderer) hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre-bid meeting. In the event of award of contract to us, the complete tender document shall be considered as part & parcel of the LOA/LOI/PO for constitution of Purchase Contract Agreement and also as & wherever applicable & required by IOCL.

Signature & Seal of the Tenderer / Contractor / His/ Her
Authorized Representative

Date:

Place:



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Annexure- B

PERFORMA FOR DECLARATION ON NCLT/NCLAT/DRT/DRAT/COURT RECEIVERSHIP/ LIQUIDATION
(To be submitted in bidders letter head)

TENDER NO:

Bidder Name:

I/We hereby declare that I/We/M/s..... declare that:

(i) I/We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

(ii) I/We am /are undergoing insolvency resolution process of liquidation or bankruptcy proceeding as on date as per details mentioned below. (Attached detail with technical bid)

Note: Strike out which is not applicable.

It is understood that if this declaration is found to be false, Indian Oil Corporation Ltd. shall have the right to reject my/our bid, and forfeit the EMD. If the bid has resulted, the contract will be liable for termination without prejudice to any other right of remedy (including black listing or holiday listing) available to Indian Oil Corporation

Place

Date

Signature of Bidder

Name of the signatory



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Annexure – C

Compliance Certificate regarding bidders from countries which shares a land border with India

a. The bidder, (Name of the bidder) is not from a country which shares a land border with India;

(or)

The bidder, (Name of the bidder) is from a country, (Name of the Country) which shares a land border with India and are registered with the Competent Authority. Certificate of registration is attached with the bid;

(or)

The bidder, (Name of the bidder) is from a country, (Name of the Country) which shares a land border with India and Government of India has extended lines of credit or is engaged in developmental projects in this country, (Name of the Country) and hence do not require any separate registration for participation in this tender.

b. I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

c. I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

Details of Vendor's authorized representative

Signature:

Name :



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Annexure-D

UNDERTAKING on PP-MII – BID STAGE

(To be submitted as per **ANNEXURE-D** of Excel Sheet (**Declarations_LTXXX.xls**) attached in the e-Tender portal)

(No separate declaration on letter head is required)

E-Tender No:

E-Tender ID:

I, Son/ Daughter of, do solemnly affirm and state as under:

1. That I am the (Designation of the authorized signatory) ofand I am duly authorized to furnish this undertaking declaration on behalf of.....
2. That has submitted its bid against bidding document of E Tender No: RCC/ERO/37/2022-23/LT XXX.
3. That the Company is fully aware of the provisions of Public Procurement (Preference to Make in India) (PP-MII), Order 2017 dated 16.09.2020 enclosed in the above bidding document.
4. We hereby confirm that our offer is achieving the minimum Local Content (LC) of:

Sr. No.	Parameter	Bidder to declare (Yes/ No)
1	Minimum 50% ($\geq 50\%$)	
2	20% \leq LC $<$ 50%	
3	LC $<$ 20%	

(Tick whichever is applicable)

5. Details of location(s) where the local value addition is made:



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6. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

Signature of Authorized Signatory and Date:

(With Seal/ Stamp)

Note:

1. The above Declaration shall be certified by the authorized signatory of the bidder.
2. Preference is applicable only for suppliers claiming minimum 50% Local Content.

Annexure -E

Format of Bid Security Declaration from bidders in lieu of Earnest Money Deposit /Bid Security (On bidder's letter head)



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I/We, the authorized signatory of M/s....., participating in the subject tender no. For the job of

..... against tender no.

..... Do hereby declare that in the event:

1. I/We withdraw modify our bid during the period of bid validity

Or

2. I/We commit any other breach of tender conditions / contract which would have otherwise attracted forfeiture of EMD

Or

3. I/We fail to refuse to initiate the execution of the awarded contract as per the terms of the contract

Then I/We could be suspended from being eligible for bidding/award of all future tenders for a period as applicable per the Incident Management Policy of GeM.

Signature and seal of authorized signatory of bidder

Name of authorized signatory:

Annexure-F



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PROFORMA OF TENDER NOT TAMPERED

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

Note: Copy to be uploaded along with tender and original to be submitted during documents verification.

Subject: Tender No: _____ due on _____.

I/We _____ (Name of Bidder), hereby declare that:

- I/We have not tampered or modified the subject tender document in any manner and before uploading, same has been cross-checked with documents hosted on your e-portal <https://iocletenders.nic.in>. In case, if same is found to be tampered/modified, I/We understand that my/our tender will be summarily rejected and EMD/SD may be forfeited and I am/We are liable to be banned from doing business with and/or prosecuted.
- I/We, hereby confirm that if any discrepancy observed in the submitted tender even at a future date, I/We will abide by all the terms and conditions as per all the documents hosted including Addendums/Changes/Corrigendum, on your e-portal related with subject tender. I/We further assure that we agree to all the decisions confirmed in Pre-Bid Conference of the subject tender.

Tenderer's Signature& Seal

Date:

Place:

Witness:

1) Name & Address: _____

2) Name & Address: _____



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Annexure-G

PROFORMA OF DECLARATIONS TO BE FURNISHED BY THE TENDERERS

DECLARATION - `A'

We declare that we have complied with all the conditions of the tender including technical specifications, drawings, GCC & all the documents etc., forming part of tender.

Date:

Tenderer's

Place:

Signature & Seal

DECLARATION - `B'

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

OR

We have the following employees working with us who are near relatives of the Officer/ Director of the Corporation/ Central/ State Government in India.

Name of the employee of the Tenderer	Name & designation of the Officer of the Corporation/ Central/ State Governments



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--	--

Date:

Tenderer's

Place:

Signature & Seal

DECLARATION - 'C'

The Tenderer is required to state whether he is a relative of any Director of Indian Oil Corporation or the Tenderer is a firm in which any Director of our Corporation or his relative is a partner or any other partners of such a firm or alternately the Tenderer is a private company in which Director of Indian Oil Corporation is a member or Director.

S/N	PARTICULARS	DETAILS
1	Name of the Tenderer and his relations with the Director in our Corporation	
2	Name of the Director of the Corporation who is related to the Tenderer.	
3	Name of the Director of the Corporation who is a member or a Director of the firm.	

Date:

Tenderer's

Place:

Signature & Seal

DECLARATION – 'D'

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

S/N	PARTICULARS	DETAILS
1	Name of the person	
2	Post last held in IOC	
3	Date of retirement	
4	Date of employment in the firm	

Date:

Tenderer's

Place:

Signature & Seal



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Note:

- A separate sheet may be attached, if the above is not sufficient.
- Strike out whichever is not applicable. If the tenderer employs any person subsequent to signing the above declaration and the employee/s so appointed happens to be the near relatives of the Officer/Director of the Corporation/Central/State Governments, the tenderer should submit another declaration furnishing the name/s of such employee/s who is/are related to the officer/s of the Corporation/ Central/ State Governments.
- List of Directors of IOC Board is attached.

ANNEXURE-H

PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

(To be submitted in letter head of the bidder)

In the case of a Proprietary Concern :

I hereby declare that neither I, in my personal name nor in the name of my Proprietary concern, M/s. _____ which is submitting the accompanying Bid/ Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partner are presently on any Black List or Holiday List declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum and Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Limited or MOPNG, in respect of any corrupt or fraudulent practice(s) against



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me or any other of my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

(Here give particulars of blacklisting or holiday listing, and/or inquiry 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. Shall have the right to reject my/ our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to Indian Oil Corporation Limited.

In the case of a Partnership Firm :

We hereby declare that neither we, M/s. _____, which is submitting the accompanying Bid / Tender, nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently, are placed on any blacklist or holiday list declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum and Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of corrupt or fraudulent practice (s) against us or any partner or any other concern or firm of which he is a proprietor or partner, except as indicated below:

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

It is understood that if this declaration is found to be false in any particular, Indian Oil Corporation Ltd. Shall have the right to reject my/ our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to Indian Oil Corporation Limited.

In the case of Company :

We hereby declare that we are presently neither placed on any holiday list or blacklist list declared by Indian Oil

Corporation Ltd. or by Ministry of Petroleum and Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of corrupt or fraudulent practice(s), except as indicated below:

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



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It is understood that if this declaration is found to be false in any particular, Indian Oil Corporation Ltd. Shall have the right to reject my/ our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to Indian Oil Corporation Limited.

In the case of Consortium :

We hereby declare that none of the members of the Consortium are presently placed on any holiday list or blacklist list declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum and Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of corrupt or fraudulent practice(s), except as indicated below:

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

It is understood that if this declaration is found to be false in any particular, Indian Oil Corporation Ltd. Shall have the right to reject my/ our bid, and if the bid has resulted in a contract, the contract is liable to be terminated without prejudice to any other right or remedy (including black listing or holiday listing) available to Indian Oil Corporation Limited.

(Name, Seal & Signature of Bidder)

Place:

Date:



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ANNEXURE-I

UNDERTAKING FOR BUSINESS TRANSACTION STATUS OF BIDDERS

(To be submitted along with bid documents on Letterhead of bidder, duly signed)

Name of the Work	
Tender No.	
E-Tender ID	

Bidder Name: __

I/We, __ hereby declare that:

- (i) We hereby confirm that we have not transferred our ownership rights either in whole or in part to another entity or under process of transfer.
- (ii) I/We have transferred my/our ownership rights in M/s in whole/part to other entity/ entities as per details below:

S. No.	Name of Entity/Entities	% of Ownership Transferred

- (iii) I/We are in process of transferring my/ our ownership rights in M/s _____ whole/part to other entity/ entities as per details below:

S. No.	Name of Entity/Entities	% of Ownership Transferred

(Note: Strikeout above whichever is not applicable.)

I/We understand that Indian Oil Corporation Limited reserves the right to reject the tender of any entity, which has transferred its ownership rights in whole or in part or which is in process of transfer without assigning any reason for such rejection.

I/ We also understand that refusal or failure to share the information regarding the status of any kind of business transfer process/restructuring etc. in this tender or at any later stage, as applicable, my/our tender is liable to be



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rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the tenderer, in any form whatsoever.

Place: Signature of bidder

Date:

ANNEXURE-J

UNDERTAKING ON NO MULTIPLE BIDDING

(To be submitted along with bid documents on Letterhead of bidder, duly signed)

Name of the Work	
Tender No.	
E-Tender ID	

I/ We, the authorized signatory of bidder M/s.

.....
participating in the subject Tender Ref. No. for the job of
....., do hereby
declare:

- (i) I/We have not submitted multiple bids. i.e., more than 1 bid either individually or in any combination of person (individual capacity, proprietor, affiliates, partnership, association of persons, Company, etc.).
- (ii) I/We am aware that, in case found that such multiple bids are submitted, all such bids are liable for rejection.

Place:

Signature of bidder:

Date:



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ANNEXURE-K

PARTICULARS OF BIDDER FIRM

(To be submitted along with bid documents on Letterhead of bidder, duly signed)

Name of the Work	
Tender No.	
E-Tender ID	

Name of the Bidders firm	
--------------------------	--



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Type of Firm	Proprietorship Partnership Private Limited Company Co-operative Society Others (please specify)
Name(s) of Proprietor / Partners / Directors / Members	1. 2. 3. 4. 5. 6.
Certificate of Incorporation	
Name of the Authorized Signatory	
Details of shareholders of firm holding at least 10% of share capital (Applicable in case of company)	Total No of Shares of the firm: Total No of Voting Share of the firm:
Please specify whether Registered / Unregistered / composition scheme for GST.	
Please specify whether Resident / non-resident as per Income Tax rules.	

ANNEXURE-L

CONFIRMATION ON APPLICABILITY OF "MICRO AND SMALL ENTERPRISES ORDER 2012"

1. We confirm that provisions of "Micro and Small Enterprises Order 2012 are applicable to



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us, and our organization falls under the definition of:

- a. Micro Enterprise – []
- b. Small Enterprise – []
- c. SC/ST Owned MSE – []
- d. Women Owned MSE – [] (Please put a tick in the appropriate box)

Detail of MSME Certificate:

- a) Registration / Certificate Number:
 - b) Valid up to:
 - c) Issuing Authority:
 - d) Tendered item is covered in registration / certificate (Yes / No):
2. Copy of proof of valid document / certificate (indicating registration no.) of being a Micro / Small Enterprises is enclosed.
3. Copy of SC/ST Certificate issued by competent authority is enclosed.

Place:
Date:
Seal:

Signature of Authorized Signatory:
Name:
Designation:

ANNEXURES TO BE SUBMITTED POST LOA



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PAYMENT TO VENDORS THROUGH ELECTRONIC MODE

Annexure-M



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Payment system to Vendors through Electronic Modes such as EFT, RTGS etc has been introduced by the Corporation. For availing this facility, a consent letter from the Vendor as also the Bank Account details of the Vendor is required.

Bidders are requested to submit their Consent Letter as per the format given below along with the enclosures as required:-

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 account 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



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

Annexure-N

SAFETY DECLARATION (To be filled by Power of Attorney holder with stamp)

I/We hereby declare and confirm that

1. I/we shall strictly adhere to safety standards stipulated in the Safety Practices during construction stipulated in the Oil Industry Safety Directorate (OISD) without exception.
2. I/we shall provide, without any exception, safety helmets & safety shoes to all our employees/workmen/ labourers working at IOC locations (Retail Outlets, Consumer Outlets, Depots, Terminals, AFS's or any other location not specified here) for the purpose of rendering services to the Corporation under the subject Contract
3. I/ We shall provide, without any exception, Safety Belts to all our workmen/ labourers working at heights (Including building roof top, canopy roof top etc) for the purpose of rendering services to the Corporation under the subject Contract
4. I/We have read and understood the provisions of the Special Terms & Conditions of Contract regarding safety at worksites.
5. I/We shall be bound to pay a penalty of Rs. 5000/- for every incident of non-provision of safety shoes/ safety helmet/ safety belts occurring during the pendency of the contract.
6. I/We shall take safe height working permit for working at heights.
7. I/We shall be solely responsible for any accident resulting from unsafe practices or due to non-adherence to safety standard stipulated by the OISD. Any injury / loss of life resulting from the above shall be solely at our risk & cost and we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred in this connection.
8. That the Corporation is not bound to be responsible, legally or otherwise, for any acts and/or consequences of unsafe practices during execution of works during the pendency of the contract.
9. The person signing this declaration is the authorized signatory.



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Name:

Address:

Date:

Annexure-O

DECLARATION

(On acceptance of tender, this undertaking shall be submitted on non-judicial stamp paper of appropriate value)

Sub. : Contract/Work Order No..... Dated.....

We shall

- 1) Deploy trained and competent employees who are physically fit and are not suffering from any chronic or contagious diseases.
- 2) Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by the Corporation under the above contract and shall maintain proper books of account, records and documents. We shall however as the employer, have the exclusive right to terminate the service of any of our employees and to substitute any person instead.
- 3) Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by the Corporation under the above contract and shall maintain proper books of account, records and documents. We shall however as the employer, have the exclusive-right to terminate the services of any of our employees and to substitute any person instead.
- 4) Comply in all respects with the provisions of all statues, rules and regulations applicable to us and /or to our employees and in particular we shall obtain the requisite license under the Contract Labour (Regulation and abolition) Act 1970 and the rules made there under.
- 5) Ensure that our employees while on the premises of the Corporation or while carrying out their obligations under the contract, observe the standards of cleanliness, decorum, safety and general discipline laid down by the



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Corporation or its authorized agents and the Corporation shall be the sole Judge as to whether or not we and/or our employees have observed the same.

6) Personally and exclusively employ sufficient supervisory personnel exclusively to supervise the work of our employees so as to ensure that the services rendered under this contract are carried out to the satisfaction of the Corporation.

7) Ensure that our employees will not enter or remain on the Corporation's premises unless absolutely necessary for fulfilling our obligations under the contact.

8) Not do or suffer to be done in or about the premises of the Corporation anything whatsoever which in the opinion of the Corporation may be or become a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of the Corporation.

9) Not do so suffer to be done in or about the premises of the Corporation anything whereby any policy of insurance taken out by the Corporation against loss or damage by fire or otherwise may become void or voidable.

10) Be liable for and make good any damage caused to the Corporation's properties or premises or any part thereof or to any fixtures or fittings thereof or therein by any act, omission, default or negligence on our part or on the part of our employees or our agents.

11) Indemnify and keep indemnified the Corporation, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Corporation by or on behalf of any person, body, authority and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Corporation may now or hereinafter be

liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by us of the terms and conditions of the contact. Without prejudice to the Corporation's other rights, the Corporation will be entitled to deduct from any compensation or other dues to us the amount payable by the Corporation as a consequence of any such claims, demands, costs, responsible for death, injury or accidents to our employees which may arise out of or in the course of their duties on or about the Corporation's property is made liable to pay any damages or compensation in respect of such employees, we here by agree to pay to Corporation such damages or compensation upon demand. The Corporation shall also not be responsible or liable for any theft, loss, damages or destruction of any property that belongs to us our employees lying in the Corporation's premises from any cause whatsoever.

12) It is hereby declared that we are, for the purpose of this contract independent contractors and all persons employed or engaged by us in connection with our obligations under the Contract shall be our employees and not of the Corporation.



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13) On the expiration of the contract or any earlier termination thereof, we shall forthwith remove our employees who are on the Corporation's premises or an part thereof failing which, our employees, agents, servants etc. shall be deemed to be trespassers and on their failure to leave the Corporation's premises, the Corporation shall be entitled to remove all persons concerned (if necessary use of force) from the Corporation's premises and also to prevent them (if necessary by use of force) from entering upon the Corporation's premises.

14) We hereby undertake and declare that, in the event the workmen / employees / person engaged by us ("the Contractors' employees") to carry out the purpose hereof, attempt to claim employment with the Corporation or attempt to be declared as employees of the Corporation or attempt to become so placed, then in all such cases, we shall assist the Corporation in defending all such attempts of the Contractor's employees AND we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred or which may be incurred in defending all such attempt and in any appeal or appeals filed by the Corporation therein or relating thereto AND we hereby indemnify forever the Corporation against all such costs, charges and expense including legal charges and against all and any loss, expenses or damages whether recurring or not, financial or otherwise, caused to or incurred by the Corporation; as a result of such attempt by the Contractors' employees.

15) It is hereby agreed that the Corporation shall be entitled to set off any debt or sum payable by us either directly or as a result of vicarious of vicarious liability to the Corporation against any monies payable or due from the Corporation to us against any monies lying or remaining with the Corporation and belonging to us or any of our partners or directors.

Contractor's Signature Or Authorized Attorney

To be witnessed by Notary



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Annexure-P

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

I/We hereby declare that

- a) We are committed to elimination of child labour in all its forms.
- b) Neither We nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition & Regulation) Act 1986 & other applicable laws.
- c) We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of The Child Labour (Prohibition & Regulation) Act 1986 & other applicable Labour laws, in case the work is awarded to us.
- d) It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of Article b/c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me/us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.
- e) I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Signature of bidder



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Name of Signatory

Place:

Date:

Annexure-Q

INDEMNITY BOND UNDERTAKING FOR ESIC

(on acceptance of tender, this undertaking shall be submitted on stamp paper of appropriate value)

THIS INDEMNITY BOND/ UNDERTAKING executed at
.....this.....day ofby M/s.

.....hereinafter called the "Contractors"
(which expression shall mean and include if the context so admits, the partners or partner for the time being of the Firm and their or his respective heirs, executors and administrators; its successors and assigns in law) in favour of INDIAN OIL CORPORATION LIMITED a Company incorporated under the Companies Act I of 1956 and having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai 400 051, herein after called "the Corporation" (which expression shall include its successors and assigns in law). AND WHERE the Contractors are bound by law to comply with the provisions of various Labour Laws like State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979, Contract Labour (Regulation and Abolition) Act 1970, Workmens Compensation Act 1923, Employees State Insurance Act as also the Provident Fund Act by the Contractors but in the event of violation of the provisions of various amenities and facilities to the workers under the different labour laws, not only the Contractors but also the Corporation as the principal employer becomes liable for the acts of omissions and commission by the Contractors.



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IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Corporation as stated hereinafter:

1. The Contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in Corporation / in other organization throughout the country to the Location In Charge of the Corporation where the work is undertaken by the Contractors.

2. The Contractors hereby confirm and state that they are duly registered under Contract Labour (Regulation and Abolition) Act 1970 as amended from time to time and that they undertake to furnish a certified copy of the requisite Licence obtained by the Contractors from the competent authority to the Corporation's representative.

3. The Contractors hereby undertake to keep proper record of attendance of his labourers and will give opportunity to the officers of the Corporation to supervise the same and confer upon the Corporation's representative the right to countersign the said register if so required by the Corporation. The Contractor shall provide a copy of the pay sheets to the Location In Charge of the Corporation nominated by the Corporation for supervision of the payment of wages made to the labourers by the contractors and also confer the right on the Corporation for supervision of the payment of wages made to the labourers by the Contractors and also confer the right on the Corporation's representative to supervise the payment of wages to the labourers on the spot whenever required by the Corporation.

4. The Contractors state they are fully aware of the provisions of the ESIC Act, and the rules made thereunder. The Contractors hereby confirm that the said act and the rules made thereunder are not applicable to them since the labourers so far employed were not on continuous basis and that they are exempted from the purview of the said Act and the rules made thereunder and they are therefore not required to obtain a separate Code Number from the Regional ESIC Office.

5. The Contractors hereby undertake and agree that in event of any claim on account of ESIC liabilities arising in future, they shall keep the Corporation duly indemnified against all losses, damages, charges, expenses, penalties, suits or proceedings which the Corporation may incur, suffer or to be put to on that account.

6. The Contractor hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred to herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the events of any past or future violation of the various labour laws the contractors shall indemnify and keep the Corporation duly indemnified against all losses, damages, costs, expenses, penalties, suits or proceedings which the Corporation may incur, suffer or be put to.



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7. The Contractor hereby agree that the aforesaid indemnity undertaking are in addition to and not in substitution of the terms and conditions contained in the Empanelment documents and the Agreement executed by the Contractors with the Corporation.

8. The Contractor hereby confirm, agree and record that these terms of undertaking and indemnity shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representative and shall ensure for the Corporation's benefit and for the benefit of its successors and assigns.

9. That all question, disputes and differences between the Contractor and the Corporation arising under the bond/undertaking shall be referred to arbitration in the same manner as indicated in the contract to be entered into between the Contractors and the Corporation for the above Tender.

Signature:

Name & Address Seal:

Date:

Annexure-R

INDEMNITY BOND UNDERTAKING FOR PF



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(On acceptance of tender, this undertaking shall be submitted on non-judicial stamp paper of appropriate value)

A.

THIS INDEMNITY BOND/ UNDERTAKING executed atthisdayofby M/s. hereinafter called "The Contractors"(which expression shall mean and include, if the context so admits, the partners or partner for the time being of the Firm and their or his respective heirs, executors and administrators; its successors and assigns in law) in favour of INDIAN OIL CORPORATION LIMITED, a Company incorporated under the Company Act 1 of 1956 and having its Registered Office at INDIAN OIL BHAVAN, G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai 400 051, hereinafter called "The Corporation" (which expression shall include its successors and assigns in law).

AND WHEREAS the Contractors are bound by law to comply with the provisions of various Labour Laws like Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979, Contract Labour (Regulation and Abolition) Act 1970, Employees Compensation Act 1923, Employees State Insurance Act as also the Provident Fund Act by the Contractors but in the event of violation of the provisions of various amenities and facilities to the workers under the different labour laws, not only the Contractors but also the Corporation as the principal employer becomes liable for the acts of omissions and commission by the Contractors.

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Corporation as stated hereinafter;

1. The Contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in Corporation and in other organization throughout the country to the location in-charge of the Corporation where the work is being executed by the Contractors.
2. The Contractors hereby confirm and state that they undertake to furnish the licence under Contract Labour (R&A) Act 1970 as amended from time to time, if applicable, from the competent authority to the Corporation's representative
3. The Contractorshereby undertake to keep proper record of attendance of his labourers and provide a copy of the pay sheets officer nominated by the Corporation for supervision of the payment of wages made to the labourers by the contractors
4. The Contractors state that they are fully aware of the provisions of the Provident Fund Act and the rules made there under and will ensure compliance under the Act



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5. The Contractors hereby undertake and agree that in the event of any claim on account of P.F. liabilities arising in future, they shall keep the Corporation duly indemnified against all losses, damages, charges, expensed, penalties, suits or proceedings which the Corporation may incur, suffer or be put to on that account.

6. The Contractor hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred to herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the events of any past or

future violation of the various labour laws the contractors shall indemnify and keep the Corporation duly indemnified against all losses, damages, costs, expenses, penalties, suits or proceedings which the Corporation may incur, suffer or be put to.

7. The Contractor hereby agree that the aforesaid indemnity undertaking are in addition to and not in substitution of the terms and conditions contained in the Empanelment documents and the Agreement executed by the Contractors with the Corporation.

8. The Contractors hereby confirm, agree and record that these terms of undertaking and indemnity shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representative and shall ensure for the Corporation's benefit and for the benefit of its successors and assigns.

Signature:

Name & Address

Annexure-S

BANK GUARANTEE PROFORMA IN LIEU OF SECURITY DEPOSIT



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(to be executed on non-judicial Stamp paper of appropriate value)

1. In consideration of the Indian Oil Corporation Limited having its Registered Office at _____ (hereinafter called "The Corporation") having agreed to exempt _____ (hereinafter called "The said Contractor(s) / Supplier(s) / -Seller(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "The said Agreement"), of Security Deposit for the due fulfillment by the said Contractor(s) / Supplier(s) / - Seller(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 "The Bank" at the request of _____ Contractor(s) /Supplier(s) / - Seller(s) do hereby undertake to pay to the Corporation an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said Contractor(s) /Supplier(s) / - Seller(s), of any of the terms or conditions contained in the said Agreement.

2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a 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 reason of breach by the said Contractor(s) / Supplier(s) / - Seller(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) / Supplier(s) ' failure to perform the said Agreement. Any 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 undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) / - Seller(s) 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 us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) / - Seller(s) shall have no claim against us for making such payment.

4. we, _____ 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 _____ office / department at _____ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) / Supplier(s) / - Seller(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee



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is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

5. We, _____(indicate the 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 Contractor(s) / Supplier(s) / - Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the corporation against the said Contractor(s) / Supplier(s) / - Seller(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 Contractor(s) / Supplier(s) / - Seller(s) or forbearance, act or omission on the part of the corporation or any indulgence by the corporation to the said Contractor(s) / Supplier(s) / - Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have affect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s) / Supplier(s) / - Seller(s).

7. We, _____(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the corporation in writing.

Dated the _____ day of _____ 20__

For _____

(indicate the name of Bank)

PLACE....

DATE.....



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Annexure-T

FORM OF CONTRACT

(on acceptance of tender, this form of contract shall be submitted on stamp paper of appropriate value along with the duplicate copy of work order)

THIS CONTRACT made at _____ this _____ day of _____; BETWEEN INDIAN OIL CORPORATION LTD., a Government of India Undertaking registered in India under the Indian Companies Act 1956, having its registered office at G-9, All Yavar Jung Marg, Bandra (East), Bombay - 400 051 (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part; AND _____ carrying on business in sole proprietorship/carrying on business in partnership under the name and style of _____ a Company registered in India under the Indian Companies Act, 1913/1956 having its registered office at _____ (hereinafter referred to/as collectively referred to as the 'Contractor which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

WHEREAS

The OWNER desires to have executed the work of _____ more specifically mentioned and described in the contract documents (hereinafter called the work' which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the CONTRACTOR for the said work.

NOW, THEREFORE THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1

Contract Documents:

1.1 The following documents shall constitute the Contract documents, namely:

- (a) This contract;
- (b) Tender documents as defined in the General Instructions to Bidders;
- (c) Letter of Acceptance of Tender along with Fax/Telegram of Intent.

1.2 A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively marked Annexure 'A' while a copy of the letter of Acceptance of Tender along with annexures thereto and a copy



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"DESIGN, MANUFACTURE, SUPPLY, SUPERVISION, INSTALLATION & COMMISSIONING OF ONE 97 CFM LUBRICATED AIR-COOLED SCREW TYPE AIR COMPRESSOR WITH VFD & AIR DRYER AT INDANE BOTTLING PLANT, SARPARA"

of Fax/Telegram of Intent _____ are annexed hereto and said copies have been collectively marked as Annexure — 'B'.

ARTICLE - 2

Work to be performed:

- 1.1 The CONTRACTOR shall perform the work upon the terms and conditions and within the item specified in the Contract documents.

ARTICLE - 3

~~Compensation: (Not applicable for Marketing Division)~~

~~Subject to and upon the terms and conditions contained in the Contract documents, the OWNER shall pay CONTRACTOR compensation as specified in the Contract documents upon the satisfactory completion of the work and/or otherwise as may be specified in the Contract documents.~~

ARTICLE - 4

Jurisdiction:

- 4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at _____ (where this Contract has been signed on behalf of the OWNER) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

ARTICLE - 5

Entire Contract:

- 4.2 The Contract documents mentioned in Article - 1 hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the work are hereby cancelled.

ARTICLE - 6

Notices:

- 1.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the CONTRACTOR on the OWNER with reference to the Contract shall be deemed to have been sufficiently served upon the OWNER (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.
- 1.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgment due to the principal office of the



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CONTRACTOR at _____ or to the CONTRACTOR's representatives as referred to in the General Conditions of Contract forming part of the Contract, Documents.

ARTICLE -7

Waiver:

7.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be; by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE - 8

Non-Assign ability:

8.1 The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate the place, day and year first above written

SIGNED AND DELIVERED

for and on behalf of

INDIAN OIL CORPORATION LTD.

by _____

in the presence of:

1. _____

2. _____

SIGNED AND DELIVERED



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for and on behalf of

_____ (CONTRACTOR)

by _____

(this day of _____ 20____)

in the presence of:

1. _____

2. _____

*(Strike off which is not applicable)



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**PROFORMA OF PERFORMANCE BANK GUARANTEE
(On Non-Judicial Stamp Paper as prescribed in the respective State)**

Purchase Order No.& Date: _

Bank Guarantee No.:___ Dated

:_____

Amount Rs.:_____

Valid upto :_____

INDIAN OIL CORPORATION LIMITED(MARKETING DIVISION)
(Address of IOCL office as specified in tender)

WHEREAS Indian Oil Corporation Limited having it's registered office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai -51 (hereinafter called the 'CORPORATION' which expression shall include its successors, assigns) has placed a Purchase Order No._____ dated. on

Messrs. _____
_____having its Registered Office at _____

(hereinafter called ' the Suppliers' which expression shall in so far as the context admits include their successors and assigns) for the purchase of _____on terms and conditions mentioned in the said Purchase Order.

AND WHEREAS in terms of Clause No._of the said purchase order the Suppliers are required to submit a Bank Guarantee for 10% of the Order value amounting to Rs.towards the performance of the units during the warranty period spelt out in the said order :

AND WHEREAS we _____, _____the Bank (hereinafter called the 'Bank' which expression shall include its successors assigns) on the request made by the Suppliers have agreed to give the required Bank Guarantee aforesaid.

NOW THIS INDENTURE WITNESSETH that it is agreed by and between the parties hereto as follows:

We, the Bank so as to bind ourselves and our successors and assigns do hereby irrevocably undertake and guarantee performance of the units that may be supplied by the suppliers under the above said Purchase Order and do hereby irrevocably undertake to pay to you on demand in writing without demur and without referenceto the Suppliers all and any sums of money at any time or from time to time demanded by you upto an aggregate limit of Rs.

_____which being the 10% value of the above said Purchase Order if all or any of the Units that may be supplied by the Suppliers fail/s in their warranty period mentioned in the Contract.

We, further, agree that the guarantee herein contained shall remain in full force and effect upto and until the date of completion of the warranty period mentioned in the Contract which is 18 months from the date of commissioning or 24 months from date of receipt whichever is earlier, provided always that notwithstanding anything heretofore contained the liability of the Bank hereunder shall remain valid till



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_____ after which date it will automatically lapse unless ademand is made by the Corporation before that date.

Although as between the Bank and Suppliers the Bank is the guarantor only, the Bank agrees and confirms that as between itself and the Corporation, the Bank shall be primarily liable for the payment of the amount/s that may be claimed by the Corporation by virtue of this guarantee and that the Bank shall be treated as the principal debtor.

We further agree that the Corporation shall have the fullest liberty without affecting in any manner our obligations hereunder and without reference to us to vary any ofthe terms and conditions of the said Contract and / or to extend time of performance by the Suppliers from time to time or to postpone for any time or from time to time any of the obligations of the Suppliers or powers exercisable by the Corporation against the Supplier and / or forbear or enforce any of the terms and conditions of or relating to the said contract, and that we shall not be released from our liability under this guarantee / undertaking by reasons of any such variation or extension being granted to the said Supplier or for any forbearance and/or omission on the part of the Corporation or any indulgence by the Corporation to the Supplier.

The Bank will not be entitled to any of the rights conferred on Sureties by Sections 133,134,135,139 and 141 of the Indian Contract Act,1872.

The Bank will not require any proof or judgement, document, decree or any direction from any Court/Arbitrator or otherwise to substantiate the claims of the Corporation against the Suppliers. The right of the Corporation under this guarantee will not be affected by reason of any pending proceeding before any Court or Arbitrator.

Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs.____.

We further agree that this Guarantee shall not be affected by any change in the Constitution of the Bank or the Suppliers.

Signed this__ day of _____

Yours faithfully,
For ___Bank

Signature

Specimen Sign.no. __

Name & Designation _____

Name of the Branch _____



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