

**INDIAN OIL CORPORATION LIMITED**  
**(MARKETING DIVISION)**  
**MADHYA PRADESH STATE OFFICE**  
**OPERATIONS DEPARTMENT**  
**INDIAN OIL BHAWAN, JAIL ROAD, ARERA HILLS**  
**BHOPAL, 462011, M.P.**

**SUBJECT: PROVISION OF CRITICAL DATA BACKUP OF JAYANT  
DEPOT AT IOCL HO SERVER & MODIFICATION IN THE FAN SLIP  
A5 SIZE FORMAT TO TICKET SIZE**

**TENDER No: MPSO/OPS/JNT/ST/24-25/01**

**DUE DATE FOR SUBMISSION :**

**DUE DATE OF OPENING :**

**INDIAN OIL CORPORATION LIMITED**  
**(MARKETING DIVISION)**  
**Madhya Pradesh State Office**  
**Operations Department**  
**Indian Oil Bhawan, Jail Road, Arera Hills**  
**Bhopal, 462011, M.P.**

**NOTICE INVITING e-TENDER**

Indian Oil Corporation Limited invites electronic bids through GeM Portal <https://gem.gov.in/> under Single Tender in Single bid system for the work as detailed below from indigenous bidders fulfilling the qualifying requirements as stated here under:

Bidders are requested to go through the “BID/RA Participation” tab available in “Training Module” under “Sellers & Service Providers” tab on GeM Portal <https://gem.gov.in/>.

1.	TENDER NO.	:	<b>MPSO/OPS/JNT/ST/24-25/01</b>
2.	NAME OF WORK	:	PROVISION OF CRITICAL DATA BACKUP OF JAYANT DEPOT AT IOCL HO SERVER & MODIFICATION IN THE FAN SLIP A5 SIZE FORMAT TO TICKET SIZE
3.	PLACE OF WORK	:	Jayant Depot
4.	ESTIMATED COST	:	Rs. 4,43,717/- Including GST @ 18%.
5.	TENDER FEE	:	Nil since e-TENDER
6.	EARNEST MONEY DEPOSIT	:	Nil (Single Tender)
7.	SECURITY DEPOSIT	:	<b>10% of work order value (excluding GST)</b>
8.	TENDER DOWNLOAD PERIOD FROM GeM PORTAL:		
	a) Starts on	:	XX/XX/XXXX at XX.XX hrs
	b) Ends on	:	XX/XX/XXXX at XX.XX hrs
9.	PRE BID MEETING	:	<b>NA</b>
10.	SUBMISSION OF TENDER INTO GeM PORTAL:		
	a) Starts on	:	XX/XX/XXXX at XX.XX hrs
	b) Ends on	:	XX/XX/XXXX at XX.XX hrs
11.	DATE FOR OPENING OF TENDER:		
	Opening of Tender	:	XX/XX/XXXX at XX.XX hrs
12.	Schedule of completion	:	6 weeks from date of Work Order
13.	Tender Validity	:	<b>Offer shall be valid for 90 Days</b> 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.
14.	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 this tender

15	Eligibility Clause	Offers from only those bidders shall be considered for evaluation who are registered/ empaneled/ internally approved with IndianOil (MD) for participating in this Goods/ Service Tender. The approved vendors have been separately notified to participate in this tender. Offer received from any other bidder will be treated as unsolicited offer and summarily rejected. However, such bidders must write with their credentials to the tendering authority for empanelment/ registration for future tenders.
16	Contact person	: Sr. Depot Manager (Jayant Depot) - Sh. Janardan Yadav, ph: 9558905405 <a href="mailto:janardany@indianoil.in">janardany@indianoil.in</a>  Mgr(Ops-IM) (Jayant Depot) - 9501628993 Pawan Yadav Yadavp1@indianoil.in

We are enclosing the complete set of Tender and Price Bid. The tender document is to be studied thoroughly before filling the same and uploading on GeM portal.

The signed tender document, Price Bid along with all other documents is to be updated on the GeM portal, within due date & time as given in the tender notice.

Any remarks written on the Tender documents will make the tender invalid. The tenderer must digitally sign the Tender documents before uploading. The original tender document or technical bid must not be modified i.e. nothing should be added to this document. This document should only be digitally signed & uploaded on the e-tender website. Additional documents required to be filled, stamped and signed should be uploaded separately.

Tender acceptance form must be uploaded after duly signed & stamped along with Technical & Price Bids and other required documents.

Thanking You,

Yours Faithfully

FOR INDIAN OIL CORPORATION LTD.

GM I/c (Ops), MPSO

**INDEX**  
**SECTIONS**

1. IMPORTANT GUIDELINES TO TENDERERS
2. INSTRUCTIONS TO TENDERER AND PARTICULAR CONDITIONS OF CONTRACT
3. SCOPE OF WORK AND SPECIAL TERMS AND CONDITIONS
4. SPECIAL CLAUSES ON TAXATION
5. LIST OF IOCL GST IDENTIFICATION NUMBER (GSTIN)

**TO BE SUBMITTED BY ALL THE BIDDERS - BID STAGE**

- A. ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDERER
- B. DECLARATION ON NCLT/NCLAT/DRT/DRAT/COURT RECEIVERSHIP/LIQUIDATION
- C. CERTIFICATE FOR BIDDERS FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA
- D. UNDERTAKINGS AND DECLARATIONS FOR NON-TAMPERING OF DATA
- E. DECLARATION OF BLACKLISTING / HOLIDAY LISTING
- F. DECLARATION "A", "B", "C" & "D"
- G. UNDERTAKING FOR BUSINESS TRANSACTION STATUS OF BIDDERS
- H. PARTICULARS OF BIDDER
- I. UNDERTAKING ON NO MULTIPLE BIDDING
- J. DECLARATION AND UNDERTAKING ON PURCHASE PREFERENCE (PP-MII) POLICY
- K. BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD (IF APPLICABLE)
- L. CONFIRMATION ON APPLICABILITY OF MSE
- M. INTEGRITY PACT AGREEMENT ALONG WITH COVERING LETTER (IF APPLICABLE)
- N. BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (IF APPLICABLE)

**TO BE SUBMITTED BY SUCCESSFUL BIDDER - POST LOA**

- O. UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR
- P. FORMAT FOR PAYMENT TO VENDORS THROUGH ELECTRONIC MODE
- Q. SAFETY DECLARATION
- R. DECLARATION
- S. INDEMNITY BOND UNDERTAKING FOR PF
- T. INDEMNITY BOND UNDERTAKING FOR ESIC
- U. BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT (*For Services*)
- V. FORM OF CONTRACT
- W. PERFORMANCE BANK GUARANTEE (*For Goods*)
- X. PURCHASE AGREEMENT (*For Goods*)

**NOTE: Bidder to refer NIT in Technical bid (Buyer added ATC) and other attachments of Part-A including following per as per requirement / scope of tender.**

1. **Special Terms and Conditions (STC)**
2. **General Conditions of Contract (GCC)- (For Services Tender)**
3. **General Terms & Conditions (For Goods Tender)**
4. **General Conditions of Contract for Supply of Equipment/ Materials- (For Goods Tender)**

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**TENDER No :- MPSO/OPS/JNT/ST/24-25/01**

**PROVISION OF CRITICAL DATA BACKUP OF JAYANT DEPOT AT IOCL HO SERVER & MODIFICATION IN THE FAN SLIP A5 SIZE FORMAT TO TICKET SIZE**

**SECTION - 1**  
**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 terms & conditions and our specifications. Indian Oil Corporation Limited reserves the right to cancel the tender without assigning any reason.
- 2) Bidders are requested to go through the “BID/RA Participation” tab available in “Training Module” under “Sellers & Service Providers” tab on GeM Portal <https://gem.gov.in/>.
- 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 Indian Oil Corporation Limited. 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 not be considered for the purpose of evaluation, unless specifically advised by the Tender Issuing Authority.
- 6) The bidder should ensure that every endeavour 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’. Price should not be disclosed in technical bid. Price quoted in Price bid section shall only be considered valid.  
**Part-II:** “Price Bid” (Offer Price section) This part shall have provision to quote Price details. Prices shall be filled in the price bid section only on GeM.
- 9) Tenderers to note that price must be quoted only in the offer price section.



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- 10) Notwithstanding the subdivisions 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.
- 11) Canvassing for information or submission of forged or false documents / information by any Bidder shall make the offer invalid. In addition, action shall also be taken by Indian Oil Corporation Limited for forfeiture of EMD as well as putting the Bidder on Holiday list.
- 12) Indian Oil Corporation Limited reserves the right to revise / extend any Date / Time from scheduled timelines of published tender.
- 13) Any Addendum/ Corrigendum/ Sale Date Extension in respect of the tender shall be issued on the GeM Portal (<https://gem.gov.in>) only & no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit the GeM Portal to keep themselves updated.
- 14) Bidders shall be required to provide the Name of the Authorised Signatory, Correspondence E-Mail ID and Contact No in **PARTICULARS OF BIDDER (ANNEXURE-H)**. This is required for necessary offline communication after price bid opening for the purpose of conducting Negotiation meeting, informing bidder for Original Document Verification , asking price break-up (if applicable) or any other official communication as per tender requirements.  
  
Bidder to note that the above details is being asked only for the purpose of offline communication for which provision are not available on GeM portal. For all GeM portal related communication bidder to check the e-Mail id/mobile number maintained on GeM Portal.
- 15) Any query with regard to rejection of the bid may be forwarded to the Contact Person/ Tender Inviting Authority mentioned in NIT.

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### PROVISION OF CRITICAL DATA BACKUP OF JAYANT DEPOT AT IOCL HO SERVER & MODIFICATION IN THE FAN SLIP A5 SIZE FORMAT TO TICKET SIZE

#### SECTION - 2

#### INSTRUCTIONS TO TENDERER AND PARTICULAR CONDITIONS OF CONTRACT

##### **1. STUDY OF TENDER DOCUMENTS:**

Tenderer should study the tender documents carefully and understand the contract terms & conditions, drawings, specification, etc. before quoting. If there are any doubts, they should seek clarification before the pre bid meeting. The tender bids should be strictly in accordance with our specification, terms and conditions.

##### **2. PRE-BID CONFERENCE:**

Bidders are advised that pre-bid meeting shall take place as mentioned in NIT. All bidders intending to raise queries shall do so either through e-mail in editable format to the email id given in the Notice Inviting Tender (NIT) under Buyer added ATC before the date and time specified in the NIT or the representation option on GeM portal. Bidders may please note that Indian Oil Corporation Limited shall not be under any obligation to respond to queries mailed after the date specified above. The replies to queries, if any, shall be published as a consolidated document as a Corrigendum on the GeM portal and no reply will be sent individually to any bidder.

The bidders are requested to forward consolidated list of exceptions/clarifications/ deviations (if any) to Indian Oil Corporation Limited in soft copy (in the format given below) clearly specifying the tender clause no., page no., subject and the query/clarification sought latest by the due date and time as specified in NIT. Any queries received after the due date and time specified in NIT will not be entertained by Indian Oil Corporation Limited.

Sl.No.	Ref of Page No.	Tender Document		Subject	Deviation/Exception/ Clarification/Assumption
		Cl. No.	Para No.		
(1)	(2)	(3)	(4)	(5)	(6)

Any modification of the tender documents, which may become necessary as a result of the pre-bid meeting, shall be sent to all bidders through issuance of an Addendum/Corrigendum/Minutes of Meeting. The same shall be uploaded in website. All costs towards attending any meeting shall be at Tenderer's own expenses.

##### **3. FILLING OF TENDER DOCUMENTS:**

- 3.1 The tenderer shall quote the rates for all the items in the price bid section only.
- 3.2 Tenderer must distinctly understand that they will be strictly required to conform to the conditions of this contract as contained in each of its clauses and the plea of CUSTOM

PREVAILING will not on any account be admitted as an excuse on their part for infringement of any of the conditions.

- 3.3 Tender should be strictly in accordance with specifications and other tender documents.
- 3.4 Any offer which does not comply with the tender conditions or contains counter conditions may be treated as invalid. "Submission of physically signed and scanned single page declaration in Tender Acceptance Format i.e., "Undertaking by the Tenderers" will be considered total acceptance of the terms and conditions of the tender."
- 3.5 The quoted rates shall be valid for a period as specified in the NIT or validity of rates extended by the bidder as per Indian Oil Corporation Limited request.
- 3.6 Tenderer must not resort to unsolicited revision of Price Bid. Any type of unsolicited revision will disqualify the tenderer.
- 3.7 If the successful tenderer, during specified time period, fails to accept the Letter of Acceptance (LOA)/GeM Contract, Work order, placed at his original quoted rates or subsequently negotiated rates, as the case may be, the earnest money deposited shall be forfeited/ Bid Security Declaration clause shall be invoked (as applicable), in addition to putting the bidder on Holiday List.
- 3.8 Once the quotation is accepted and the Letter of Acceptance (LOA)/GeM Contract /purchase order is placed on the successful tenderer, the validity will remain same till completion of delivery in all respects. No escalation/de-escalation (if applicable) in the cost of materials, labour, transportation shall be entertained at any stage of the contract till the job is completed in all respect except for the cases wherein escalation clause is part of the contract.
- 3.9 Incomplete tenders, conditional tenders or tender not conforming to the terms and conditions prescribed in the tender documents are likely to be rejected.
- 3.10 Tenders not accompanied by the requisite EARNEST MONEY DEPOSIT (EMD) / Bid Security Declaration as applicable for particular tender, will be summarily rejected.
- 3.11 Indian Oil Corporation Limited is not bound to accept the lowest tender and reserves the rights to reject any or every tender or split the order without assigning any reason whatsoever and/or to carry out negotiations with the vendors in the manner considered suitable to Indian Oil Corporation Limited.
- 3.12 Any terms and conditions attached in the vendor's offer will not be binding on Indian Oil Corporation Limited.

#### **4. SUBMISSION OF TENDERS:**

- 4.1 The Technical Bid, Price Bid and other documents as per subsequent communications if any have to be uploaded on the website before due date and time of tender submission. However, documents like BG against EMD (if applicable) have to be submitted offline. Indian Oil Corporation Limited shall not be responsible in any way for failure on the part of the bidder to follow the instructions.
- 4.2 The submission of online bid as well as submission of physical documents shall be up to time as specified in NIT.
- 4.3 It is mandatory for every tenderer to provide all the information as set out in the tender document irrespective of their earlier association with Indian Oil Corporation Limited. Any conditional / incomplete offer or failure to follow above instructions shall lead to disqualification.

#### **5. OPENING OF BIDS:**



- 5.1 Technical bids shall be opened on or after specified date and time mentioned in NIT.  
5.2 Price Bid of the technically qualified tenderers shall be opened on specified date and time as per GeM functionalities.

## **6. EARNEST MONEY DEPOSIT**

### **6.1 Mode of payment of Earnest Money:**

- i) Up to Rs. 1,00,000/-  
a) Online payment through ePayone Portal (Internet Banking / NEFT etc.) - <https://epayone.indianoil.in/home>  
ii) Above Rs. 1,00,000/-  
a) Online payment through ePayone Portal (Internet Banking/NEFT etc.) - <https://epayone.indianoil.in/home> OR  
b) Bank Guarantees in prescribed IOCL format and valid for period specified in the tender. The validity of the BG in lieu of EMD shall be 02 (two) months beyond the validity of the tender.  
iii) Earnest Money shall not be accepted in the form of cash / cheques / Demand Draft / Banker's Cheque.

***Note: Bidder to upload payment acknowledgement document from ePayone Portal / scanned copy of Bank Guarantees on GeM Portal at relevant place / EMD Section.***

### **6.2 Time period for submission of original BG as EMD in case of E-Tenders:**

In case of Bank Guarantee (BG) for E-Tenders, bidder will upload scanned copy of BG as exemption document. Original BG shall be sent by the bidders / bank to Tender Issuing Authority as mentioned in the tender. Original BG should reach to Tender Issuing Authority as per following schedule:

- a) Single Bid Tenders: Before due date and time of opening of bids.  
b) Two Bid Tenders: Within 7 working days from the date of opening of technical bids.

Note:

- i) For the purpose of receipt of BG, the time recorded in the Receipt / DAK section against receipt shall also be considered as receipt time.  
ii) Only those Physical BG instruments found matching with the copy submitted in the e-portal shall be considered as valid.

### **6.3 Forfeiture of EMD:**

Earnest Money shall be liable to be forfeited in the following circumstances:

- i. In case the tender is accepted by Indian Oil Corporation Limited, and the contractor fails to:  
a) Deposit the amount of initial security deposit and / or  
b) Fails to execute the contract within the stipulated period and/or  
c) Fails to commence work at job site within 10 (ten) days of handing over the job or any part thereof to him and/ or  
d) party backs out after placement of work order.

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- ii. In case the tenderer alter / modify / withdraw their bid after submission and within the validity period, the tender submitted by the tenderer shall be liable to be rejected and EMD forfeited.
- iii. In case of forgery/fraud by the party, EMD is to be forfeited in addition to other penal actions.
- iv. In case of failure of the bidder to get the documents verified as per the specified time schedule in the tender.

**6.4 SFMS details to IOCL Bank**

In case the BG opening bank is sending the BG thru SFMS Mode in addition to the physical BG, the same can be sent to SBI CAG Branch, Mumbai (IFSC Code: SBIN009995)

S. No	Particulars	
1.	Name & Complete Address of the Beneficiary	INDIAN OIL CORPORATION LIMITED (MARKETING DIVISION) MADHYA PRADESH STATE OFFICE OPERATIONS DEPARTMENT INDIAN OIL BHAWAN, JAIL ROAD, ARERA HILLS BHOPAL, 462011, M.P.
2.	Name & Address of Beneficiary's Bank with Branch Code	State Bank of India, M. P. Nagar Branch, Bhopal Zone-II, Plot No. 128, Marketing Complex, Bhopal, Madhya Pradesh, PIN-462016 Email Id - sbi.05793@sbi.co.in
3	STD Code & Phone No. of Bank Branch	0755-2559996
4	IFSC/NEFT Code (11digit code)	SBIN0005793
5	Bank Account Number	10121595803

**7. SECURITY DEPOSIT / PERFORMANCE SECURITY(PBG) :****(A) For Service :**

- 7.1 Security deposit amount shall generally be equivalent to 10 % of the Total Contract Value (there shall not be any upper ceiling for security deposit amount). For above the Total Contract Value shall mean the While initially the SD amount shall be 10 % of the Work Order value (exclusive of GST), once the work is executed, the total Security Deposit will be on the value of the work actually executed and not on the value of the work order.
- 7.2 The security deposit shall be made of Initial Security Deposit (ISD) and retention monies of a sum equal to 10 % of work order value / value of each bill (Exclusive of GST) up to and until the recovery of full security deposit achieved.
- 7.3 The successful tenderer within 10 days of receipt of acceptance of tender issued by owner

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shall deposit Initial Security Deposit (ISD) in an amount equal to 1.25 % (One point and two five percent) of the total work order value (Exclusive of GST) in any of the following modes:

i. ONLINE:

Tenderer may use the link “<https://epayone.indianoil.in/home>” and complete the registration in the ePayOne portal using their SAP vendor code. User guide is available in the ePayone Portal under option “Need Help”. Thereafter, the tenderer is required to make online payment using “New payment Option”.

- ii. By Bank Guarantee(s) (BG) in the IOCL prescribed format, from a Scheduled Bank in India acceptable to IOCL, provided the amount covered by such Bank Guarantee is not less than Rs.1,00,000 (Rupees One Lakh only). This Bank Guarantee shall be valid up to a period of 3 (three) months beyond the end of the Defects Liability period (12 months after completion of all works). This BG shall be submitted directly by the bankers under their covering letter to the office of the Corporation in a sealed cover.

Balance security deposit (Remaining 3.75 % after ISD) will be recovered at the rate of 5% of certified value of work (Exclusive of GST) from incoming running bills till such time entire security deposit is recovered.

- 7.4 The successful tenderer can also deposit the full SD amount through ePayone portal as given in the above clause no. 7.3 (i) or Bank Guarantee (if the amount of SD is higher than Rs. 1 Lakh) initially itself in which case no ISD will be required to be furnished and no deductions shall be made from running bills.
- 7.5 The successful tenderer may, at any time and from time to time, during the course of or after completion of the work, with the permission of Indian Oil Corporation Limited, substitute his cash security deposit, including retention money(ies) deducted from his bills, by Bank Guarantee(s) in the prescribed proforma from a Scheduled Bank in India acceptable to IOCL and withdraw the equivalent cash amount(s), provided the amount covered by any such Bank Guarantee is not less than Rs.1 Lakh (Rupees One Lakh only).
- 7.6 On request from the successful tenderer, switching the option from Online payment to BG and vice versa shall be permitted. Such switch shall be allowed only once during entire contract period. In case the final value of work executed is less than work order value, the contractor can replace the BG of higher value by BG of lower value provided full SD amount as calculated on revised contract value is more than Rs 1 Lakh. Conversely, IOC shall be at liberty to deduct additional security deposit from the successful tenderer’s final bill because of increase in value of the work executed. However, the existing BG shall be returned to the Vendor only after getting confirmation from the issuing bank for the new BG as per prescribed procedure.
- 7.7 For delayed works, validity of BG shall be suitably extended, to cover the entire defect liability period, before expiry of scheduled completion period.
- 7.8 The security deposit collected as per the terms & conditions shall be released after a period of 12 months (Defect Liability Period) from the date of completion of works subject to the relevant clauses of the GCC. The SD shall not carry any interest.
- 7.9 Other provision on Security Deposit shall be governed by provisions under Section 2.1.0.0 of GCC.

**(B) For Goods :****Requirement of Performance Bank Guarantee (PBG)**

- a. PBG shall be applicable for equipment (excluding office equipment) and packages irrespective of the estimated tender value (in GeM tenders, however, no PBG is allowed below the estimated value of Rs. 5 lacs).

For other cases, including Rate Contracts and office equipment, PBG shall be applicable for tender estimate beyond Rs. 25.00 Lac. The requirement of PBG shall be clearly indicated in the tender document.

- b. In line with Buyer added ATC, PBG (in IOCL specified format in Buyer added ATC) valid for 2 months beyond the date of completion of all contractual obligations including warrantee obligations, will be obtained from the successful Bidder, for ensuring due performance of the contract. Such Performance Bank Guarantee, in prescribed format, must be submitted by Seller to the Buyer within 15 days of award of contract on GeM.
- c. For non-Rate Contract cases of items other than package & equipment, wherever applicable, vendor shall furnish PBG equivalent to 5% of the order value at the time of dispatch and the same shall be valid till delivery period plus six months / warranty period plus 6 months or Duration as specified in Buyer added ATC. In case a vendor does not furnish PBG, prorata payment of 5% shall be deducted from vendor's invoice and retained for a period of final delivery date plus 6 months / warranty period plus 6 months or Duration as specified in Buyer added ATC.
- d. In all Rate Contract cases and staggered delivery cases where supply period is one year or above, for procurement of items other than package & equipment, wherever applicable, 5% upfront PBG shall be taken within 45 days of issuing the Rate Contract / staggered delivery order. Subsequently no PBG shall be taken against individual Call-Up POs / supplies. This PBG shall be valid till final delivery period plus 6 months / warranty period plus 6 months or Duration as specified in Buyer added ATC.
- e. For equipment and packages, PBG for 5% of order value, valid till Defect Liability Period plus the claim lodgment period / warranty period plus 6 months or Duration as specified in Buyer added ATC, shall be furnished within 45 days of order. In case of increase in the order value due to an amendment, the PBG value shall be proportionately increased.
- f. Performance Bank Guarantee is not required for spares of proprietary nature, stationery and computer consumables.
- g. Mobilization and Milestone Advance payments for equipment and packages shall be released to the vendor only after submission of PBG. (Refer Buyer added ATC for applicability of this clause)
- h. In case bidder does not agree to submit PBG as per tender requirement, equivalent percentage loading shall be done. However, where PBG is to be submitted against dispatch and the bidder agrees to hold amount equivalent to the PBG amount, in lieu of PBG, till the desired validity of PBG, then no loading shall be done.
- i. Quantity tolerance and escalation due to price variation clause shall not be considered for PBG.

- j. PBG is taken separately, one for supply & installation and other for PWCAMC / PWAMC wherein Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC) / Post Warranty Annual Maintenance Contract (PWAMC) is in vendor's scope. PBG will be released after completion of their respective defect liability period. In absence of a valid PBG, payment for PWCAMC / PWAMC shall not be released. PBG for PWCAMC / PWAMC shall normally be taken @5% of AMC value as specified Buyer added ATC.
- k. As a special initiative to encourage more participation, PBG requirement shall be relaxed by 50% in case of MSEs owned by SC / ST & Women Entrepreneurs.

**Performance Security (PBG) to be deposited in any of the following manner-**

Tenderer may use the link "https://epayone.indianoil.in/home" and complete the registration in the ePayOne portal using their SAP vendor code. User guide is available in the ePayone Portal under option "Need Help". Thereafter, the tenderer is required to make online payment using "New payment Option".

By Bank Guarantee(s) (BG) in the *IOCL prescribed format*, from a Scheduled Bank in India acceptable to IOCL, provided the amount covered by such Bank Guarantee is not less than Rs.1,00,000 (Rupees One Lakh only).

**8. CONDITION(s) FOR BANK GUARANTEE (BG):**

- 8.1 Bank Guarantee for value up to Rs. 2 (Two) Crore 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.
- 8.2 BG for value above Rs. 2 (Two) Crore can be accepted if it is issued by an Indian Branch of
- Any Nationalized / PSU Bank appearing in the Second Schedule to the RBI Act 1934; or
  - Any Scheduled Bank (other than a Nationalized / PSU Bank) having at least Desired credit rating, at the time of acceptance of 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.

- 8.3 As on date, the following are the credit rating agencies approved by SEBI.
- CRISIL Limited ([www.crisil.com](http://www.crisil.com))
  - Fitch Ratings India Private Limited ([www.fitchratings.com](http://www.fitchratings.com))
  - ICRA Limited ([www.icra.in](http://www.icra.in))
  - Credit Analysis & Research Ltd. (CARE) ([www.careratings.com](http://www.careratings.com))
  - Brickwork Ratings India Private Limited ([www.brickworkratings.com](http://www.brickworkratings.com))
  - SME Rating Agency of India Ltd. (SMERA) ([www.smera.in](http://www.smera.in))



## TENDER No :- MPSO/OPS/JNT/ST/24-25/01

### PROVISION OF CRITICAL DATA BACKUP OF JAYANT DEPOT AT IOCL HO SERVER & MODIFICATION IN THE FAN SLIP A5 SIZE FORMAT TO TICKET SIZE

8.4 Apart from the above, BG, irrespective of its amount, issued by any other bank including non-scheduled banks, foreign branches of scheduled banks and foreign branches of foreign

banks can be accepted provided that such BG is confirmed / counter guaranteed by any bank mentioned above.

Merely signing or endorsing or forwarding the BG by the scheduled bank does not amount to counter guaranteeing. A proper document executed on non-judicial stamp paper of appropriate value with specific reference to the BG being counter guaranteed is essential.

8.5 Bank Guarantee should be submitted as per enclosed proforma in the Tender by the Tenderer.

#### 9. INCOME TAX:

- a. The contractor shall be exclusively responsible and liable to pay Taxes on Income arising out of payment made out of the contract.
- b. 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.
- c. PAN is mandatory. If PAN is not provided, TDS would be deducted at higher rate as per the provisions of Income Tax Act.

#### 10. VALIDITY OF RATES:

The quoted rates shall be valid as specified in NIT (including any extensions thereof) from the date of opening of Technical Bid for Indian Oil Corporation Limited's acceptance and for the successful Tenderer, till completion of contract in all respects. No escalation shall be entertained at any stage of the contract.

#### 11. CLARIFICATIONS / NEGOTIATIONS:

11.1 Negotiations shall not be conducted as a matter of routine. However, Indian Oil Corporation Limited reserves the right to conduct negotiations and Tenderers will have to attend the office of Indian Oil Corporation Limited for negotiations/ clarifications required in respect of their quotations without any commitment on the part of Indian Oil Corporation Limited.

In case of negotiation, the Bidder should send the confirmation of such negotiation so as to reach the office of Indian Oil Corporation Limited within 7 days from the date of negotiations failing which Indian Oil Corporation Limited reserves the right to ignore the bid.

Vendors will have to attend office of Indian Oil Corporation Limited at their own cost for Pre-bid conference/negotiations/clarifications/document verification etc. in respect of their quotations without any commitment on the part of Indian Oil Corporation Limited.

Mere attending negotiation meeting does not guarantee / entitle bidder for LOA / Award of contract. Tender shall be evaluated as per the tender terms & conditions.





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11.2 IOC reserves the right to seek justification / clarification for workability of rates from bidder for their offered Price / rates. IOCL also reserves the right to accept the workability submitted.

#### 12. EXECUTION OF AGREEMENT:

12.1 On acceptance of quotation, the successful bidder will have to execute separate Contract/ Purchase Agreement with Indian Oil Corporation Limited covering all aspects of the Contract in the standard form, immediately before commencement of Work/Service/supply of Goods.

12.2 The intending bidder should acquaint themselves with the provisions of standard agreement before quoting.

#### 13. POWER OF ATTORNEY/ BOARD RESOLUTION (AS APPLICABLE) IN FAVOUR OF TENDER SIGNING AUTHORITY

The person signing/submitting the tender/agreement should be authorised by the bidder firm/Company to act and sign on behalf of the bidder firm/ Company.

Authority of the person uploading the bids with his/her signature shall be required to be submitted in the bids. Document required showing the authority of the person uploading & submitting the bid with his/her signature shall be as given in the following table:

In case of Proprietary Concern	✓The bid should be signed by the proprietor along with an undertaking certifying that the bidder/tenderer is the sole proprietor. Such undertaking will be uploaded. During the tender process, the bidder may authorize a person to bid on his behalf on the basis of Power of Attorney (POA). However, he will upload POA, if the bid is submitted by person other than proprietor, authorizing the person to submit bid on behalf of the concern. ✓ If the bid is submitted by the proprietor, no POA required.
In case of Company	✓ Certified copy of Board Resolution authorizing the person submitting the bid on behalf of the company. OR ✓ POA and the supporting Board Resolution authorizing the person submitting the bid on behalf of the company.
In case of Partnership Firm/LLP	✓ POA along with Deed of Partnership/LLP Agreement. If the application is not made by a partner, POA authorizing such person who signed/submitted the bid to be uploaded.
In case of Co-Operative Society	✓ Copy of resolution passed as per Society Rules.
<b>Note: POA wherever specified above shall be submitted on <u>non-judicial stamp paper</u> of appropriate value <u>duly notarized</u>)</b>	

#### 14. COLLUSIVE OR FRAUDULENT TENDERS:

In case it appears to the OWNER, after examining the tenders received, that any 2 (two) or more tenders are collusive or otherwise manipulated to the disadvantage of the OWNER and against the spirit of ethical competition, the OWNER reserves the right to summarily reject such tenders. It shall not be incumbent on the OWNER to prove any collusion or other malpractice in this regard.



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**CARTEL FORMATION / POOL RATES / BID RIGGING / COLLUSIVE BIDDING**

Cartel formation, bid rigging, collusive bidding are against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices are severely discouraged. Suitable administrative actions which include but not limited to rejecting the offers, holiday listing action as per policy in vogue for breach of integrity may be initiated in such cases.

**15. LABOUR AGREEMENT:**

The Contractors who are working in the establishments through Contract Labour shall be fully responsible for observance of all rules and regulations as per the Contract Labour (Regulation and Abolition) Act 1971 and obtain a licence from the Assistant Labour Commissioner (Central) concerned and produce the same to Indian Oil Corporation Limited. In this connection, tenderers shall abide by all the conditions of Appendix I and Appendix II enclosed with the GCC. The Principal Employer certificate shall be given on written request from contractor by Indian Oil Corporation Limited.

**16. PF REGISTRATION (If applicable as per NIT):**

The tenderers shall indicate his/ their PF code number in the Statement of Credentials enclosed with the tender along with PF registration certificate failing which the tender shall be liable to be rejected. The successful tenderers shall abide by all the requirements and submit copies of all registers/ returns etc filed by them before Indian Oil Corporation Limited releases final dues.

**17. REASONS FOR PUTTING A PARTY ON HOLIDAY:**

The purpose of putting a party on holiday list is to protect the Corporation from dealing with an undesirable party. Reason for putting a party on holiday list may include any one or more of the following:

If a Party

- a. has indulged in malpractices such as bribery, corruption, fraud, pilferage, bid rigging/ price rigging, injury to reputation or property of the Corporation, acting dishonestly causing wrongful financial loss to the Corporation or wrongful gain to the Party.
- b. is bankrupt or insolvent or is being dissolved or has resolved to be wound up or proceedings for bankruptcy or liquidation or insolvency resolution process or winding up or dissolution have been initiated.
- c. has submitted fake, false, fabricated or forged documents/ certificates.
- d. has substituted materials in lieu of materials supplied by IOCL or has not returned or has short returned or has unauthorizedly disposed off materials/ documents/ drawings/ tools or plants or equipment supplied by IOCL.
- e. has obtained official company information or copies of documents, in relation to the tender/ contract, by questionable methods/ means.
- f. has violated and circumvented the provisions of laws including labour laws/ regulations/ rules, safety, environment norms or other statutory requirements.
- g. has indulged in construction and erection of defective works or supply of defective materials.
- h. has not cleared IOCL's dues.





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- i. has committed Breach of Contract or has failed to perform a contract or has abandoned the contract.
- j. has not accepted Notice of Acceptance/ Letter of Acceptance/ Purchase Order/ Work Order after the same is issued by IOCL within the validity period and/ or as per agreed terms & conditions.
- k. After opening of Bid, the techno-commercially qualified and acceptable bidder withdraws/ revises his bid upwards within the validity period.
- l. has parted with, leaked or provided confidential/ proprietary information of IOCL to any third party without prior consent of IOCL.
- m. if the security consideration, including questions of loyalty of the party to the State so warrants.
- n. if the Director/ Owner of the party, proprietor or partner of the party is convicted by a Court of Law under process of law for offences involving moral turpitude in relation to its business dealings during the last five years.
- o. If the party uses intimidation/ threatening/ coercion or brings undue pressure on IOCL or its official(s) in acceptance/ performances of the job under the contract.
- p. Poor/unsatisfactory performance of the party in one or several contracts.
- q. Transgression of Integrity Pact for which in the opinion of IOCL makes it undesirable to deal with the party.
- r. Based on the findings of the investigation report of any investigative agency, Government Audit, any law enforcement agency or government regulator.
- s. If CBI, or any other investigating agency(ies) recommends such a course along with credible evidence in respect of a case under investigation and if a prima-facie case is made out that the party is guilty of criminal negligence or an offence involving moral turpitude in relation to business dealings which if established may result in business dealing with it being banned.
- t. Any other ground which in the opinion of the Corporation makes it undesirable to deal with the Party.

Note:

1. The grounds/reasons for holiday listing indicated above are merely illustrative.
2. For further details, please refer to "Holiday Listing Guidelines of Indian Oil Corporation Limited" on [www.iocl.com](http://www.iocl.com)
3. IOCL reserves the right to take action for Holiday listing of bidder in line with Holiday Listing Guidelines of Indian Oil Corporation Limited / GeM Incidence Management Policy.

#### 18. INTEGRITY PACT:

***(This clause is required only if the value of tender is more than Rs 10 crores.)***

Tenderer shall sign and submit along with the technical bid in all respects the enclosed Integrity Agreement, which is an integral part of tender documents, failing which the tenderer will stand disqualified from the tendering process.

The Integrity Pact Agreement consists of (1) Covering letter from the bidder to Indian Oil Corporation Limited and (2) Integrity Agreement consisting of 10 (Ten) articles. Bidders should mandatorily sign and submit the complete Integrity Pact Agreement consisting of both the Covering letter as well as the Integrity Agreement consisting of 10 articles in order to be eligible for further evaluation in this tender.

The signed IP should be complete in all respect and is required to be uploaded in the e-tender portal along with the Bid. Bid not having the duly signed IP agreement attached with it will be given one opportunity before being summarily rejected. Partial submission of IP document will



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also not be considered.

Integrity Pact agreement is to be signed by proprietor in case of Proprietary firm and by all the partners in case of Partnership firm, or the authorised signatory in case of a Company.

If the Bidder is Consortium/ Unincorporated Joint Venture/Association of Persons, formed solely for the purpose of executing the tendered project, IP is to be signed by all the Partners/ members of such Consortium/Unincorporated Joint Venture/Association of Persons.

However, in case Bidder is a Company including Joint Venture Company, IP must be signed by representative of the Company duly authorized by Board Resolution.

#### **19. USE OF WHITE/ERASING FLUID IN TENDERS:**

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.

#### **20. PREFERENTIAL BIDDING GUIDELINES:**

For claiming Purchase preference (if applicable as per NIT) , Bidder must submit the Undertaking and Declarations as specified in the tender along with supporting documents (as applicable) for opted preferential Category.

#### **21. PURCHASE PREFERENCE (PPP-MSE):**

21.1 Purchase preference and broad allocation applicable under only PPP-MSE Order 2012:

Purchase preference shall be applicable against procurement of goods produced and services rendered by Micro and Small Enterprises and the preference to MSEs shall not be applicable for works contracts.

The registration certificate submitted must specify the category of enlistment as “Micro or Small enterprise”. Purchase preference if applicable shall be as specified under evaluation criteria.

The modality for granting purchase preference under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 ( including later clarifications and Amendments thereof) shall be as follows:

**Case A : Where quantity can be split**

Sr. No	Condition	Remarks
1	When MSE is L1	100% order to MSE
2	When MSE is not L1 but with a price band of L1 + 1 percent	25 % of tendered quantity through MSE subject to matching of L1 rates.  In case more than 1 MSE within price band of L1+15%, quantity to be split equally among all parties agreeing to match L1 rates subject to 4%

		<p>allocation to MSE owned by SC/ST entrepreneurs and 3% allocation to MSE owned by women.</p> <p>For example, say 8 MSE parties fall within price band of L1 + 15% with only 1 SC/ST MSE and 1 Women MSE and all agreeing to match L1 rates, SC/ST MSE to be awarded 4 % of quantity and Women owned MSE to be awarded 3% of quantity. Balance 18% quantity to be split equally among other 6 MSES.</p> <p>In tenders where only one women SC/ST entrepreneur qualifies for purchase preference, she may be allocated quantity for both SC/ST as well as Women i.e. minimum 7 %.</p> <p>Allocation of 4% for SC/ST MSE &amp; 3% for Women owned MSE are the minimum allocation. In case such bidders get higher allocation in normal course as being a MSE bidder, the higher allocation shall be provided to such bidders.</p> <p>However, if it is not feasible to split 25 % quantity into many parts, the exact number of parts in which work can be divided shall be as specified in the bid under evaluation criteria.</p>
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**Case B : Where quantity cannot be split**

Sr. No	Condition	Remarks
1	When MSE is L1	100% order to MSE
2	When MSE is not L1 but with a price band of L1 + 1 percent	100 % of tendered quantity to the lowest quoted MSE within L1 + 15 percent subject to matching of L1 rates.  If MSE does not match the L1 rate - 100% quantity to be awarded to L1

21.2 The above broader allocation is applicable under only PPP-MSE Order 2012 ( i.e when stand-alone MSE purchase Preference is applicable for the tender). Concurrent application of PPP- MSE Order, 2012 and PPP-MII Order,2017 is covered in subsequent para under this section. Please also refer topic “**SUBMISSION OF BID AS MSE**” covered in subsequent para under this section.

21.3 The final allocation of quantity shall be done as per methodology specified in the bid under evaluation criteria in **Part-A**

**22. PURCHASE PREFERENCE (PPP-MII):**

- 22.1 The Public Procurement (Preference to Make in India) Order 2017, revision dt. 16.09.2020 (aka PP-MII Order 2017) read in conjunction with MoPNG Order FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dt 26.04.2022 shall be applicable for all tenders as detailed hereunder.

SN	Description	Details
1	The PP-MII Order 2017 shall be applicable for procurements of Goods, Works and Services. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order	
2	The applicable definitions shall be as covered under Public Procurement (Preference to Make in India) Order 2017 - Revision dated 16.09.2020 issued by DPIIT	
3	<b>Supplier Classification:</b>	
a.	Class-I Local supplier	LC >= 50%
b.	Class-II Local supplier	LC >=20% < 50%
c.	Non-Local supplier	LC < 20%
	<b>Note:</b> Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc shall continue to be considered in the local content calculation.	
4	<b>Margin of Purchase preference (PP- MII)</b>	20% (i.e. L1+20%)
5	<p><b>Exemption of small purchases:</b></p> <p>Procurements where the estimated tender value to be procured is less than Rs 1 crore shall be exempt from this order. However, it shall be ensured that procurement is not split for the purposes of avoiding the provisions of the Order. The following provisions are also to be noted for establishing bidding eligibility in all relevant tenders:</p> <ol style="list-style-type: none"> <li>1. Even though the limit has been raised to Rs. 1 cr. in case of MoPNG (OM dated 26.04.2022), for tender estimates between Rs 5 lakhs and Rs 1 Crore (both figures inclusive), the following shall be noted for immediate compliance: <ol style="list-style-type: none"> <li>a) All domestic bidders can participate in the tender irrespective of local content and no preference is applicable to Class-I bidders.</li> <li>b) However, if the items are notified as having sufficient local capacity and local competition under clause 3 (a) of the PPP-MII Order 2017 - Revision dtd. 16.09.2020 by the Nodal Ministry, then ONLY Class-I local suppliers shall be eligible to participate.</li> </ol> </li> <li>2. Vide Order no: FP-20013/9/2018-FP-PNG-Volume (2) (E-36679) dated 12.07.2022, MoPNG has granted certain exemption of Make In India clause granted by the Ministry with respect to procurement of 29 numbers of ICT items under provisions of Clause 14 of the PPP-MII Order 2017. The exemption granted is valid up to 11<sup>th</sup> July 2023 and may be reviewed any time by the Ministry. While following the exemption of Make In India clause granted by MoPNG with respect to procurement of Information and Communication Technology (ICT) items, the following conditions shall be ensured: <ol style="list-style-type: none"> <li>a) Procuring entities shall do a thorough check for availability of ICT items as per the Make in India (MII) conditions before going for the exempted category of procurement.</li> <li>b) All domestic bidders can participate in the tender irrespective of local content and no preference is applicable to Class-I bidders for the exempted ICT items' tenders.</li> </ol> </li> </ol>	

SN	Description	Details
	<p>c) However, if at any point of time, any of the exempted items are notified as having sufficient local capacity and local competition under clause 3 (a) of the PPP-MII Order 2017 - Revision (dtd. 16.09.2020) by the Nodal Ministry, then ONLY Class-I Local suppliers shall be eligible to participate for tender with estimate of Rs. 5 lac and above.</p>	<p>The list of Items having sufficient local capacity and Competition under 3(a) of the PPP-MII Order 2017 across the Ministries can be accessed in the DPIIT website <a href="https://dpiit.gov.in/public-procurements">https://dpiit.gov.in/public-procurements</a></p>
6	<p><b>Eligibility of suppliers for different types of procurement:</b></p> <p>a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non local suppliers, including MSE's which are Class-II local supplier/Non local suppliers are not eligible to bid.</p> <p>b) In cases items are neither notified for sufficient local capacity nor reserved exclusively for procurement from MSEs, only Class-I local supplier and Class-II local supplier shall be eligible to bid in procurements undertaken by procuring entities, except where Global tender enquiry has been issued. In global tender enquiries, Non local suppliers shall also be eligible to bid along with Class-I local suppliers and Class-II local suppliers.</p>	
7	<p><b>Verification of local content:</b></p> <p>a) The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provides self -certification that the item offered meets the local content requirement for Class-I local supplier/Class-II local supplier, as the case may be. They shall also give details of the location(s) at which local value addition is made.</p> <p>b) In cases of procurement for a value in excess of Rs 10 crores, the Class-I local supplier/Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content</p> <p>c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of GFR for which a bidder or its successors can be debarred for up to two years along with such other actions as may be permissible under law.</p> <p>A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under Clause 9h. of the PP-MII Order</p>	

SN	Description	Details
8	Reciprocity Clause:	Entities of countries which have been identified by the nodal Ministry/ Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except the list of items published by the Ministry/Department permitting their participation. The term entity of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.
9	All Bidders participating in the tender shall submit LC declaration against qualifying as Class I, Class II or Non-Local supplier. The formats for Bidders Declaration /Undertaking on classification regarding Local Content (LC) are attached. Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales support like AMC/CMC etc shall continue to be considered in local content calculation	
10	<b>Purchase preference and broad allocation applicable under only PP-MII Order 2017:</b>	
	A) Subject to the provisions of the PP-MII Order 2017 and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to Class -I local supplier in procurements undertaken by procuring entities as per the eligibility of suppliers for different types of procurement in the manner specified hereunder:	
	a) In procurement of goods or works which are divisible in nature, the Class -I local supplier shall get purchase preference over Class-II local supplier as well as Non-Local supplier as per the following procedure:	
	i) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is Class -I local supplier, the contract for the full quantity will be awarded to L1.	
	ii) If L1 bidder is not a Class -I local supplier, 50 % of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local supplier will be invited to match the L1 price for the remaining 50 % quantity subject to the Class-I local suppliers quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such Class -I local supplier subject to matching the L1 price. In case such lowest eligible Class -I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class -I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.	
	b) In the procurement of goods or works which are not divisible in nature and in the procurement of services where the bid is evaluated on price alone, the Class -I local supplier shall get purchase preference over Class-II local supplier as well as Non-Local supplier as per the following procedure:	
	i) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is Class	



SN	Description	Details
	<p>-I local supplier, the contract for the full quantity shall be awarded to L1.</p> <p>ii) If L1 bidder is not a Class -I local supplier, the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to the Class-I local suppliers quoted price falling within the margin of purchase preference and contract shall be awarded to such Class -I local supplier subject to matching the L1 price.</p> <p>iii) In case such lowest eligible Class -I local supplier fails to match the L1 price the Class -I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and contract shall be accorded accordingly. In case none of the Class -I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.</p> <p>c) Class -II local supplier will not get purchase preference in any procurement undertaken by procuring entities.</p> <p><b>B) Applicability in tenders where contract is to be awarded to multiple bidders:</b> In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the Class- -I local supplier shall get purchase preference over Class-II local supplier as well as Non-local supplier as per the following procedure:</p> <p>a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class-I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract should be all and only Class-I local suppliers.</p> <p>b) In other cases, Class-II local suppliers and Non-local suppliers may also participate in the bidding process along with Class-I local suppliers as per the provisions of this order.</p> <p>c) If Class-I local suppliers qualify for award of contract for at least 50 % of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However , in case Class -I local suppliers do not qualify for award of contract for at least 50% of the tendered quantity , purchase preference should be given to the Class-I local supplier over Class-II local suppliers/Non local suppliers provided that their quoted rate falls within 20% margin of purchase preference of the lowest quoted bidder considered for award of contract so as to ensure that the Class-I local suppliers taken in totality are considered for award of contract for at least 50 % of the tendered quantity.</p> <p>d) First purchase preference has to be given to the lowest quoting Class-I local supplier, whose quoted rates fall within 20 % margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting Class-I local supplier does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher Class-I local supplier, falling within 20 % margin of purchase preference and so on.</p>	
11	Other provisions shall be as per the details given in the Public Procurement (Preference to Make in India) Order 2017 including amendments issued from time to time	

22.2 The guidelines for concurrent application of PPP- MSE Order, 2012 and PPP-MII Order, 2017 shall be as follows:

22.2.1 The Class-I local suppliers, under PPP-MII Order, participating in any tender, may or may not be MSE's, as defined under the MSME Act. Similarly, MSE's participating in any tender, may or may not be Class-I local suppliers. Suppliers may be categorized in the following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class -I local supplier	“ MSE Class-I local supplier”
Supplier is MSE but not Class -I local supplier	“ MSE but non -Class-I local supplier”
Supplier is not MSE but is Class -I local supplier	“ Non-MSE but Class-I local supplier”
Supplier is neither MSE nor Class -I local supplier	“Non MSE non -Class-I local supplier”

22.2.2 The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSE and Class -I local suppliers under PPP-MSE Order and PPP-MII order respectively, shall be as under:

(A) Items covered under Para 3(a) of PPP-MII Order 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items , only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence Class -II local suppliers or Non-local suppliers, including MSEs which are Class -II local suppliers/ Non -local suppliers are not eligible to bid. Possible scenarios can be as under:

- i) L1 is “MSE Class-I local supplier”- 100 % of the tendered quantity to be awarded to L1
- ii) L1 is “Non -MSE but Class -I local supplier”- Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L1 bidder

(B) Items reserved exclusively for procurement from MSE as per PPP-MSE Order: These items are reserved exclusively for purchase from MSE. Hence, non MSE are not eligible to bid for these items. Possible scenarios can be as under:

- i) L1 is “MSE Class-I local supplier”- 100 % of the tendered quantity is to be awarded to L1
- ii) L1 is “MSE non Class -I local supplier”- Purchase preference is to be given to class-I local supplier as per PPP-MII Order. Balance quantity is to be awarded to the L1 bidder.

(C) If items are neither notified for sufficient local capacity nor reserved for MSE's, then the process will be as follows:

(Ca) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both



MSE's as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under :

- i) L1 is "MSE Class-I local supplier"- 100 % of the tendered quantity to be awarded to L1
- ii) L1 is "Non -MSE but Class -I local supplier"- Purchase preference is to be given to MSEs , if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to the L1 bidder
- iii) L1 is "MSE but non Class-I local supplier"- Purchase preference is to be given to Class -I Local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to the L1 bidder.
- iv) L1 is "Non-MSE non Class-I local supplier"- Purchase preference is given to MSEs as per PPP-MSE Order. Thereafter ,purchase preference is to be given to Class -I Local suppliers for 50 % of the tendered quantity minus quantity allotted to MSE above" as per PPP-MII Order. For the balance quantity, contract is to be awarded to the L1 bidder. (Refer to the illustrative example given below\*

**\*Example explaining applicability in scenario explained in para 22.2.2 (Ca) (iv)**

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is "Non-MSE non-Class-I local supplier")

Item - Desktop computer

Qty - 50 Nos.

**Details of bids received:**

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	"Non-MSE non-Class-I local supplier"
2.	B	110	L2	"Non-MSE but Class-I local supplier"
3.	C	112	L3	"MSE but non-Class-I local supplier"
4.	D	115	L4	"Non-MSE but Class-I local supplier"
5.	E	118	L5	"MSE but non-class-I local supplier"
6.	F	120	L6	"MSE Class-I local supplier"

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e., 12.5 Nos. (rounded off to the next whole number say 13 Nos.). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preferences to match L1 price i.e., Rs.100/- for quantity of 13 Nos. Bidder "E" and "F", although MSEs, will not get purchase preference since their quoted rates don't fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.

2. For 50% of balance quantity of 37 number (tendered quantity of 50 - 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos. i.e., 18.5 (say 19 Nos of computers). If bidder "B" does not accept the L1 price i.e., price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e., bidder "D" may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e., 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e., Bidder "A", who is L-1 in the example.

Note : In case of works, purchase preference shall not be applicable for MSE bidders as per PPP-MSE Order

(Cb) Items covered under Para 3A(c) of PPP-MII Order are non-divisible items and both MSE's as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under:

- i) L1 is "MSE Class-I local supplier"- Contract is to be awarded to L1
- ii) L1 is not "MSE Class-I local supplier" but the "MSE Class-I local supplier" falls within 15 % margin of purchase preference - Purchase preference is to be given to lowest quoting "MSE Class-I local supplier" . If lowest quoting "MSE Class-I local supplier" does not accept L-1 rates, the next higher "MSE Class-I local supplier" falling within 15 % margin of purchase preference is to be given purchase preference and so on.
- iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e L1 is neither "MSE Class-I local supplier" nor "MSE Class-I local supplier" is eligible to take benefit of purchase preference, the contract is to be awarded /purchase preference to be given , in different possible scenarios as under:
  - A) L1 is "MSE but non Class-I local supplier " or " Non- MSE but Class-I local supplier- Contract is to be awarded to L1
  - B) L1 is "Non- MSE non-Class-I local supplier"- First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/does not accept- purchase preference to be given to Class-I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/does not accept- contract to be awarded to L1

Note: In case of works, purchase preference shall not be applicable for MSE bidders as per PPP-MSE Order.

(D) Items reserved for both MSE's and Class-I local suppliers: These items are reserved exclusively for purchase from MSE's as well as Class-I local suppliers. Hence only "MSE Class-I local supplier" are eligible to bid for these items. Non -MSEs/Class-II local suppliers/Non-local suppliers cannot bid for these items. Hence the question of

purchase preference does not arise.

(E) Non -local suppliers, including MSE falling in the category of Non-local suppliers shall be eligible to bid only against Global Tender Enquiry.

(F) All Bidders participating in the tender shall submit LC declaration against qualifying as  
Class I, Class II or Non-Local supplier as per formats attached

(G) Allocation proposed to eligible preferential bidder(s) shall be subject to matching the offered L1 rates.

(H) In case of tie (i.e. identical rates quoted by more than one party) among preferential bidders at other than L1 position, the offer for matching L1 rates shall be exercised in the following order of precedence

- MSE Class -I local supplier followed by MSE non-Class -I local supplier, then Non MSE Class-I Local supplier and finally Non MSE non-Class-I Local supplier.
- In case of tie between two bidders of same category, the bidder with the highest turnover in any of the last three years as submitted against Turnover criteria shall be considered for preference.

For tie at L1 position, Tie breaker criteria as specified in NIT shall be followed.

**22.2.3** The final allocation of quantity shall be done as per methodology specified in the bid under evaluation criteria in **Part-A**

### **22.3 General Guidelines on Preferential Bidding:**

- I) In cases of Public Tenders, if the bidder does not provide declaration against being a Class I or Class II Bidder ( as per specific requirement of bid eligibility for procurements defined in above sections) even after giving opportunity, the bid shall be rejected as being from a non -eligible bidder. For Global Tenders, if the bidder does not provide declaration against being a Class I Bidder (even after giving opportunity), the bidder shall be treated as a Non-Local Supplier / Non-Preferential Bidder.
- II) In case of procurement of any of the items appearing in the list of 358 items (as amended from time to time) reserved for procurement of from MSEs, only MSE bidders are eligible to bid. Offers of Non-MSE suppliers shall be summarily rejected.
- III) **Following shall be applicable for tenders invited for procurement of Goods on GeM portal** (where bidder can opt for any one or both options for purchase preference in the portal):
  - For availing purchase preference, bidders must update the necessary details in their profile in the GeM-tender portal. Bidder who have updated details in bidder profile under any of the preference categories will get option to avail preferential benefit and must upload supporting document(s) for availing preferential benefit, based upon the tender provisions regarding applicable preference categories. Merely updating the bidder Profile does not make the bidder eligible for Purchase Preference for this tender. The bidder must select “Yes” option in “Avail

Preferential Bidder Option” and upload the valid preference document for the same, for claiming preferential benefit.

- Bidders intending to claim preferential benefit must choose the applicable option(s) at the designated section of the tender portal while participating in the tender and must also upload the supporting document(s) for availing preferential benefit along with the tender. For example, if a bidder claims purchase preference as both MSE as well as Class I local supplier, then in addition to selecting the option in the GEM portal for both (PPP MSE & PPP MII), they must upload documents establishing their status as both MSE & Class -I local supplier.
- Currently, the GeM portal allows any one or both options to be chosen by the preferential bidder for availing purchase preference (i.e. either under PPP-MII or PPP-MSE or both). Considering this, following modality shall be followed for concurrent application.
  - a) The benefits of purchase preference(s), both during the RA as well as the allocation process, shall ONLY be based on the option exercised by the preferential bidders in the designated section of the portal and subject to submitting the relevant supporting document(s) for availing preferential benefit.
  - b) Further bidders who do not claim preferential benefit at the designated section of GEM-tender portal while participating in the tender, shall not be considered for any preferential benefit in that tender even if supporting document for availing preferential benefit has been submitted along with the tender. In all such cases, bidder shall be treated as a Non preferential bidder for the purpose of availing purchase preference.

Therefore, the methodology with respect to acceptance of claimed “Preference Category” in preferential bidding for GeM tenders shall be as per the following matrix:

Case	Selection of preference category in GeM-portal by bidder	Valid document for preferential treatment to be submitted by bidder	Modality for preferential treatment
1	YES	YES	To be considered for preferential treatment, wherever applicable
2	YES	NO	Will not be considered for preferential treatment
3	NO	YES	Will not be considered for preferential treatment.  Even if such bidder is lowest, other valid preferential bidders in the margin of preference, shall be allowed price matching as per the relevant preference policy.
4	NO	NO	Will not be considered for preferential treatment.

IV) **Following shall be applicable for tenders invited for procurement of Services on GeM portal:**

- For availing purchase preference, bidders must update the necessary details in their profile in the GeM-tender portal. Bidders who have updated details in bidder profile under any of the preference categories will get option to avail preferential benefit and must upload supporting document(s) for availing preferential benefit, based upon the tender provisions regarding applicable preference categories. Merely updating the bidder Profile does not make the bidder eligible for Purchase Preference for this tender. The bidder must select “Yes” option in “Avail Preferential Bidder Option” and upload the valid preference document for the same, for claiming preferential benefit.
- Currently, bidders do not have option to select purchase preference for PPP MII in the GeM portal and the system allows preference for PPP-MSE only. Considering this, following modality shall be followed for concurrent application.
  - a) Bidders intending to claim preferential benefit must choose the applicable option at the designated section of the GEM tender portal while participating in the tender and also upload the supporting document(s) for availing preferential benefit along with the tender.

For example:

- i) If a bidder claims purchase preference as a “MSE Class I local supplier”, then in addition to selecting the option in the GeM portal for PPP MSE, bidder must upload documents establishing their status as both MSE & Class -I local supplier.
  - ii) If a bidder’s status is a “Non-MSE Class I local supplier”, then Purchase preference for PPP MII is auto-selected by the system and bidder must upload documents establishing their status as “Class -I local supplier” only.
  - iii) All Bidders must upload documents towards local content.
- b) The benefits of purchase preference(s), both during the RA as well as the allocation process, shall ONLY be based on the option exercised by the preferential bidders in the designated section of the portal and subject to submitting the relevant supporting document(s) for availing preferential benefit.
  - c) Bidders who do not claim preferential benefit at the designated section of GEM-tender portal for PPP MSE, shall not be considered for any preferential benefit for PPP MSE in that tender even if supporting document for availing preferential benefit has been submitted along with the tender. In all such cases, bidder shall be treated as a “Non MSE-Class 1 bidder” subject to uploading documents for establishing their status as “Class -I local supplier.”

Therefore, the methodology with respect to acceptance of claimed “Preference Category” in preferential bidding for GeM tenders shall be as per the following matrix:

Case	Selection of preference category in GeM-portal by bidder	Valid document for preferential treatment to be submitted by bidder	Modality for preferential treatment
1	YES	YES	To be considered for preferential treatment, wherever applicable
2	YES	NO	Will not be considered for preferential treatment
3	NO	YES	Will not be considered for preferential treatment.  Even if such bidder is lowest, other valid preferential bidders in the margin of preference, shall be allowed price matching as per the relevant preference policy.
4	NO	NO	Will not be considered for preferential treatment.

- V) It may be noted that only qualified preferential bidders who have quoted within the applicable purchase preference margins, submitted valid documents towards establishing their status for purchase preference and agree to match the offered L-1 price shall only be considered for allocation as per terms and conditions of the tender.
- VI) If it is not feasible to split MSE allocation into many parts, the exact number of parts in which the work can be divided keeping sub allocation target for SC/ST (4%) and Women MSEs (3%) as specified in NIT.

For Purchase Preference under PPP 2012 in the above listed scenarios, sub allocation between SC/ST and Women MSE shall be done from within the MSE allocation in all cases where MSE is not L1.



**TENDER No :- MPSO/OPS/JNT/ST/24-25/01**

**PROVISION OF CRITICAL DATA BACKUP OF JAYANT DEPOT AT IOCL HO SERVER & MODIFICATION IN THE FAN SLIP A5 SIZE FORMAT TO TICKET SIZE**

**23. EMD BID SECURITY DECLARATIONS:**

**(Note: This is valid for all tenders invited till 31.03.2024)**

Bidders to note that there shall be no requirement of paying EMD against this e-Tender. However, all bidders shall be required to mandatorily submit the Bid Security Declaration in lieu of EMD as per the standard format attached.

The 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, CPSEs and JVs).

The bid shall be summarily rejected if Bid Security Declaration in lieu of EMD is not uploaded in E-Tendering portal (GeM Portal) on or before tender submission date and time. **(ANNEXURE-K)**

**24. AMBIGUITY/INCOMPLETE DOCUMENT AGAINST PQC DOCUMENT:**

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

**25. ORIGINAL DOCUMENT VERIFICATION:**

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 prime responsibility of authenticity of documents shall be with the bidder(s).

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. In the event of failure of such bidder(s) to get the documents verified as per the specified time schedule, the EMD of the bidder(s) shall be forfeited/ Bid Security Declaration clause shall be invoked. 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/ invoking of Bid Security Declaration clause.

If at any stage, the PQC documents are found to be forged / false / fake, suitable penal action shall be taken, which may include offer rejection, EMD forfeiture / invoking of Bid Security Declaration clause, termination of order (wherever applicable) and holiday listing / suspension (in GeM) of the bidder / vendor.

It must be noted that notarized copy in lieu of producing original documents will not be acceptable to the Corporation.

**Additional / specific provisions only for Goods tender.**

*For the purpose of verification, bidders shall submit complete client details with names, address, phone numbers and e-mail id with the understanding that IOCL may contact the bidder's client to verify the PQC documents. Wherever required, bidders may have to submit notarized / verified copy of PQC documents. Non submission of these documents, if asked for, will lead to rejection of offer.*



**26. GROUP COMPANY (If applicable as per NIT):**

**Criteria for Holding company / wholly owned subsidiary company/ sister company/JV Company:**

In case a bidder is a group company of another company, either the Turnover / Experience of the bidder or the Turnover / Experience of the Group Company shall be considered for the purpose of Pre-Qualification criteria, subject to the following:

- a) Either the Holding company or any one of its Subsidiaries or the JV company only can participate in the tender.
- b) The arrangement permitting the Bidder to quote and rely upon the Turnover / Experience of the Group company shall be through an undertaking from the Group company whose Turnover / Experience is considered, submitted with the tender. Such undertaking must be specific for this Tender. The arrangement must provide for continuous support from the Group Company whose Turnover / Experience is considered, covering all aspects till such time this contract (including CAMC) is completed.
- c) Bidder as well as Group Company, whose credentials are being claimed, shall submit an irrevocable undertaking stating therein that both of them i.e., the Bidder as well as its Group Company, shall be jointly and severally liable for due performance of the Contract and the acts done / not done by them (either individually or collectively) in pursuance thereof. The undertaking must be submitted by the bidder along with the bid.
- d) Credentials of group company(s) currently on holiday list by Indian Oil Corporation or its administrative Ministry shall not be accepted.
- e) Definitions:
  - (i) **Subsidiary:** "subsidiary company" or "subsidiary", in relation to any other company (that is to say the holding company), means a company in which the holding company controls the composition of the Board of Directors; or exercises or controls more than one-half of the total voting power either at its own or together with one or more of its subsidiary companies.
    - ✓ a company shall be deemed to be a subsidiary company of the holding company even if the control, referred to above, is of another subsidiary company of the holding company.
    - ✓ The composition of a company's Board of Directors shall be deemed to be controlled by another company if that other company by exercise of some power exercisable by it at its discretion can appoint or remove all or a majority of the directors.
    - ✓ The word company means a company incorporated under the Companies Act 2013 or under any previous company law and includes a company incorporated outside India.
  - (ii) **Joint Venture:** "Joint Venture", in relation to another company, means a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence.  
For the purpose of this clause, the expression "significant influence" means control of at least twenty per cent of total voting power. However, MOU and consortium arrangements shall not be considered i.e., the JV company should be a separate legal entity.
  - (iii) **Group Company:** A group company in relation to any other company (i.e., the bidder company) means a company having common holding company as the bidder i.e., both



the bidder and the said group companies are subsidiary company of the same holding company.

Group companies can either be Parent/ Holding company, Direct subsidiary or Indirect subsidiaries or incorporated Joint Ventures (JVs).

In case of partnership firms, the term Group company would extend to registered partnership firms having common partners as the bidder subject to partnership stake of over 50 % among the common partners.

- f) Documents as required to establish Group Company (parent / subsidiary / JV) relationship shall be submitted with bid.
- g) Usage of credentials of Group Company shall be restricted to technical, similar work, turnover, capability and commitment criteria. Same shall not be applicable on other commercial qualification criteria.

**27. GUIDELINES FOR CONSIDERATION OF AGENT (If applicable as per NIT):**

- (a) In a tender, either the Indian agent on behalf of the Principal/ OEM or Principal / OEM itself can bid, but both cannot bid simultaneously for the same item /product in the same tender.
- (b) If an agent submits bid on behalf of the Principal/ OEM, the same agent shall not submit a bid on behalf of another Principal/ OEM in the same tender for the same item/product.
- (c) The bid when submitted by the Indian Agent / Trader shall include an authorization from the Principal / OEM for participation in the bid and for use of its credentials. Unless specified otherwise (like cases of procurement of identified software / components from Dealers of Principal /OEM), the Principal / OEM shall authorize only one bidder.
- (d) Borrowing of credentials of Principal/ OEM shall be permissible in such cases against PQ Criteria for similar works, turnover and technical criteria (if any). Applicable clauses in line with clauses for use of group credentials by way of requirement of submission of undertaking from OEM/ Principal against continuous support and covering all aspects till such time that the contract (including CAMC if applicable) shall be obtained. Additionally, the bidder and the Principal/ OEM shall submit an irrevocable undertaking stating therein that both of them i.e. the Bidder as well as the Principal/ OEM, shall be jointly and severally liable for due performance of the Contract and the acts done / not done by them (either individually or collectively) in pursuance thereof. The undertaking must be submitted by the bidder along with the bid.
- (e) Credentials of Principal/ OEM currently on holiday list by Indian Oil Corporation or its administrative Ministry shall not be accepted.

**28. CLAUSE WITH RESPECT TO COUNTRIES WITH LAND BORDER WITH INDIA:**

- 28.1 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.
- 28.2 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).

- 28.3 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.
- 28.4 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.
- 28.5 “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.
- 28.6 Bidder from a country which shares a land border with India for the purpose of this Order means
- Any entity incorporated, established or registered in such a country; or
  - A subsidiary of an entity incorporated, established or registered in such a country; or
  - An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - An entity whose “beneficial owner” is situated in such a country; or
  - An Indian (or other) agent of such an entity; or
  - A natural person who is a citizen of such a country; or
  - A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 28.7 “Beneficial Owner” in the above paragraph will be as under:
- 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 -
- “Controlling ownership interest” means ownership of, or entitlement to, more than twenty five percent of shares or capital or profits of the company.
  - “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.
- 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, the 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.

- 28.8 “Agent” is a person employed to do any act for another, or to represent another in dealings with third persons.
- 28.9 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.
- 28.10 Bidders shall submit a certificate as per the 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.

**29. 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:

- 29.1 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),
- 29.2 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 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 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 (**ANNEXURE-B**).

### **30. BUSINESS TRANSACTION STATUS OF BIDDER:**

#### **Instruction to Bidder/STC:**

- 30.1 Tenders 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.
- 30.2 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.

For above, Bidder to give undertaking in his letter head whether he/she has transferred his/her ownership rights either in whole or in part to another entity or under process of transfer. A declaration/Undertaking shall be submitted by the bidder in the attached format (**ANNEXURE-G**).

### **31. SUMMARILY REJECTION:**

Bid shall be summarily rejected in case of:

- 31.1 Non-submission of EMD/Bid Security Declaration as per the terms & conditions.
- 31.2 Invalid UDYAM/MSE Registration as exemption certificates, in case EMD exemption is sought.
- 31.3 Not meeting the required PQ Criteria as prescribed in the tender
- 31.4 Submission of forged or false documents / information by any Tenderer. In addition, action shall also be taken by IOCL for forfeiture of EMD and/or putting the Tenderer on Holiday list.
- 31.5 The tenders of such vendors who are under the holiday / blacklist of Indian Oil Corporation Limited will be summarily rejected.
- 31.6 For vendors who are under the holiday list of any Department of the State or Central Government or by any other Public Sector Organization, if a communication is received

from the Administrative Ministry of Indian Oil Corporation Limited to ban a party from dealing with Indian Oil Corporation Limited, the party shall be automatically put on Holiday list and their tender will be summarily rejected.

- 31.7 Bidder who are under liquidation, court receivership or similar proceedings.
- 31.8 Bidder who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016.
- 31.9 Bidder, whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the code at any stage of evaluation of the bid.
- 31.10 Non-withdrawal of conditions imposed in tender document & conditions imposed during negotiations after Price Bid opening. Bidder submitting fabricated/false/forged documents along with tender documents.
- 31.11 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.
- 31.12 No Suo-motto reduction in prices quoted by the bidder shall be permitted after opening of the bids. If any bidder unilaterally reduces the prices quoted by them after opening of bids, the bid of such bidder will be summarily rejected.
- 31.13 Bids from Foreign entities participating in Domestic /National tender.
- 31.14 Guidelines for evaluation / acceptance / rejection of bidders under suspension during bidding process on GeM portal shall be as under

(a) In case, any Bidder is Disqualified / Suspended at the stage of opening of Technical Bid or at any stage thereafter till Financial Bid opening - the Bidder will not be allowed to participate in Bid process and the Bidder's offer will be rejected in the portal by GeM.

(b) In case, any Bidder is Disqualified / Suspended at the stage of opening of Financial Bid - the Bidder will not be able to participate in the bid any further. The Bidder's Financial Bids will not be displayed or evaluated.

(c) In case, any Bidder is Disqualified / Suspended after opening of Financial Bid and before award of work, the Bidder will be able to participate and, in such cases, if Bidder is found to be L1, work **MAY** be awarded to the Bidder. Bidder's "Disqualification / Suspension" status is being shown presently in such cases.

GeM is in the process of changing this and "Disqualification / Suspension" after opening of Financial Bid will have no effect on Bid process and the Bidder's "Disqualification / Suspension" status will not be shown in the portal. If L1, GeM shall allow order placement on such Bidder.

Till the proposed change provision of c) above is implemented in GeM: If a Bidder is disqualified / suspended after Financial Bid opening, it will be checked that if the Bidder has been suspended by IOCL -

- i) If yes, order is not placed on such Bidder.
- (ii) If not, order is placed on such Bidder.

**32. SUBMISSION OF BID AS MSE (MICRO AND SMALL ENTERPRISE)**

- 32.1 As per Section 7(4) of Ministry of MSME's Notification No. S.O2119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.
- 32.2 All MSE bidder shall mandatorily submit valid UDYAM Registration Certificate for submission of bid as MSE bidder.
- 32.3 For availing benefits as MSE bidder, the registration certificate submitted must also specify the category of enlistment as "Micro or Small enterprise".
- 32.4 For availing relaxation in PQC / Purchase Preference, the bidders shall be required to submit the declaration on "Confirmation on Applicability Of "Micro and Small Enterprises Order 2012" as per Format ANNEXURE-L supported with valid UDYAM Registration.
- 32.5 As per FAQ circulated vide OM Ref. F.No. 1 (3)/2018-MA, Part-III Dated 25.03.2022 by the office of DC, MSME, the benefits of PPP are applicable to all eligible MSEs irrespective of relevance of product Category.

However, bidder to confirm the details of registration as per ANNEXURE-L.

- 32.6 As per MSME Gazette Notification CG-DL-E-18102022-239737 [S.O. 4926(E) ] dt 18.10.2022 below mentioned clause is applicable.
- "In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change".
- 32.7 In case bidder is uploading UDYAM Registration under MEDIUM Category referring the above clause, it shall be the responsibility of bidder to substantiate their claim of being considered as MICRO/SMALL by enclosing relevant documents trail and clarifications.

**33. INTEREST PROHIBITION CLAUSE:** The following interest prohibition clauses shall be applicable for various scenarios given bellow:

- (A) Applicable in cases where arbitration clause is present in GCC but is applicable for only notified claims:

Arbitration: Parties agree that the Contractor shall not be entitled for any pre-reference and pendente-lite interest i.e., date of cause of action till date of Award by Arbitral Tribunal. Parties agree that Contractor's claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter to the Contractor. Where the arbitral award is for the payment of money, no interest shall be payable by Owner on whole or any part of the money for any period till the date on which the award is made.

Suit: Parties agree that the Contractor shall not be entitled for any pre-filing interest i.e., date of cause of action till date of filing of civil suit Parties agree that Contractor's claim for any such interest shall not be considered and shall be void. The Civil Court/Commercial Court shall have no right to award pre-filing interest in the matter to the Contractor. Where



the civil decree is for the payment of money, no interest shall be payable by Owner on whole or any part of the money for any period till the date on which the suit is filed.

- (B) Applicable in cases where the relevant GCC/GPC/GTC contains arbitration clause applicable for all types of dispute/ claims :

Parties agree that the Contractor shall not be entitled for any pre-reference and pendent-lite interest, i.e., date of cause of action till date of Award by Arbitral Tribunal. Parties agree that Contractor's claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter to the Contractor. Where the arbitral award is for the payment of money, no interest shall be payable by Owner on whole or any part of the money for any period till the date on which the award is made.

- (C) Applicable in cases where no arbitration clause is present in GCC/GPC/GTC:

'Parties agree that the Contractor shall not be entitled for any pre-filing interest, i.e., date of cause of action till date of filling of civil suit. Parties agree that Contractor's claim for any such interest shall not be considered and shall be void. The Civil Court/Commercial Court shall have no right to award pre-filing interest in the matter to the Contractor. Where the civil decree is for the payment of money, no interest shall be payable by Owner on whole or any part of the money for any period till the date on which the suit is filed.

#### **34. OTHERS:**

34.1 Each tenderer can submit only one bid:

- a) It is clarified that a person shall be deemed to have submitted multiple bids if he 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 person shall for this purpose mean an individual, proprietor, any partner, association of persons, affiliate, company, etc.
- b) A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
- c) A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- d) A person shall be deemed to have bid in a Company format if, the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid or is a Director of the Company which has submitted a bid or holds more than 10% (ten percent) of voting share capital 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.
- f) Bids from Consortium or MOU or JV parties shall not be accepted (unless specified in NIT).

g) 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.

34.2 Undertaking for acceptance of tender: Bidders are requested to upload the undertaking by the bidder in the format given in the tender, against submission of complete set of Tender Documents, as a token of acceptance to the tender terms and conditions.

34.3 The bidder has to give declaration in a prescribed format (**ANNEXURE-E**) that he/it/they is/are not under any Holiday List/Blacklist declared by the OWNER or by any Department of the State or Central Government or by any other Public Sector Organization and that there is no inquiry in respect of any corrupt or fraudulent practice pending against him/it/them. In case he/ it/they are under any such list, or any inquiry is pending he/it/they shall in the declaration give full details thereof.

The bidder to give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof confirm **NIL** ( tick the box provided for NIL) in the **ANNEXURE-E**. In case no particulars is filled in and “NIL” not ticked in the submitted declaration, it shall be presumed that bidder is confirming “NIL”.

34.4 Holiday listing by other PSUs / Government Departments shall not automatically extend to Indian Oil Corporation Limited unless the Administrative Ministry of IOCL advised for the same after undertaking due diligence and process.

34.5 Legal Disputes:

Any legal dispute shall be handled as under:

For disputes up to stage of LOA - The Court having geographical jurisdiction over the tendering location.

For disputes during execution stage - The Court having geographical jurisdiction over the respective State Office or Regional Office or HO.

34.6 Bidder to refer “Training Module” Tab “Seller & Service Provider” on GeM portal for modalities regarding registration and submission of bid.

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

34.8 The language of all the documents to be in the Tender shall be in English. For all documents in other than English, translated document through a Sworn/ Certified Translators or Notary shall be submitted as part of the bid documents at no extra cost to Indian Oil Corporation Limited. In case the bidder does not submit the translated document in English, even after being given one opportunity to resubmit the same, the bid will be liable for rejection.

34.9 In case of service tenders floated in GeM portal, extension time period of maximum 25 % can be done on Mutual consent. This clause supersedes the default clause available in GeM bid that 25% time period extension on IOCL’s discretion.

34.10 A Tender is liable for rejection in the following circumstances, if a bidder:

i. Does not pay the EMD / BSD, wherever required, before deadline.

ii. Does not fulfill minimum pre-qualification criteria as per the Tender Documents

iii. Stipulates the validity period less than what is stated in the Tender Documents and refuses to extend.

iv. Stipulates their own conditions and does not agree to withdraw the deviations, rendering their bid unacceptable.

v. Does not submit bid in the prescribed format making it impossible to evaluate the bid



- vi. Indulges in tampering of tender documents.
- vii. Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria.
- viii. Submits false/ fraudulent / forged documents.
- ix. Influences tender outcome.
- x. Bidder is not eligible to participate.

**34.11 Right of Bidder to question rejection at Techno-commercial or at ordering Stage:**

A bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or:

- (i) Techno-commercial bid has been rejected wrongly - Such representation has to be sent to tender inviting authority within 24 / 48 hrs. (or the allowed time in the portal) of freezing of evaluation on e-portal.
- (ii) Bidder's financial bid has not been evaluated correctly - Such representation has to be sent within 10 days from the date of LOA / Purchase Order whichever is earlier. The procuring entity should ensure a decision within 15 days of the receipt of the representation.

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**SECTION - 3**

**SCOPE OF WORK**

1.0. The work is to be executed by the Contractor as per the tender which includes schedule of works in price bid/ technical specification/ drawings/ technical bid/ pre-bid minutes etc.

2.0. List of scope of work are as follows:

**A. Provision of system for auto backup of critical event data and TFMS data to IOCL HO server.**  
The lists of critical events (indicative not exhaustive) are as per below which need to push to IOCL HO server on daily basis. 30 days data backup is to be kept in HO server. Data push to server most preferably in .XLS/ .CSV format.

1. HIHI Alarms
2. HIHHI Alarms
3. Process ESD
4. Power ESD
5. Local ESD
6. Compressor Low Pressure
7. Low Water Stock Level
8. RIM Seal Alarms
9. Hydro Carbon Detector Alarms
10. Process PLC Diagnostic events and alarms
11. Safety PLC Diagnostic Events and Alarms
12. Servers Diagnostic Events and Alarms (LRCS & TFMS Considered)
13. MCP/ Smoke Detectors/ HCD Events
14. DG and FE Events
15. TFMS data (radar gauge reading like Oil/ Water dips of tanks, Density & temperature)
16. Dyke Valve Events
17. UPS Alarms & Events
18. TLF Earth Relay Fault Alarms
19. Fire Hydrant Pressure Exceed Upper Limit
20. Fire Hydrant Pressure Exceed Lower Limit
21. Product or Jockey Pump Fail to Start Event

At any period of time, if data will not be posted due to some issue, the same shall be addressed and rectified by successful bidder.

**B. Modification in the FAN Slip size from A5 to Ticket by making software modification**

- Currently, the TAS FAN slip is printed on A5 paper. The size of the FAN slip will be reduced from A5 to ticket size by making appropriate software modifications. The necessary hardware adjustments will be in scope of IOCL.
- In case of occurrence of any software issue in printing Ticket size printer, AST need to rectify the issue without any cost.

**3.0. COMPLETION PERIOD:** Contractual Completion period of subject work is **6 Weeks** from

the date of placement of Work order.

**Payment Schedule:-**

After completing the work and ensuring satisfactory performance, the vendor will submit the invoice along with the completion reports. Payment will be made to the vendor within 15 days after the submission of the invoice.

**4.0 Price Adjustment towards Delay in Services:**

- If the vendor fails on the performance of the contract within stipulated time period for reasons attributable to vendors, the Corporation shall be entitled to recover and the vendor agrees to pay to the Corporation as and by way of price adjustment for delay in completion .
- The contractual price payable shall be subject to adjustment by way of discount @ ½ % of CAPEX cost per week of delay up to a maximum of 10% of CAPEX Cost as mentioned in the prevailing GCC clause no. 4.4.0.0, if the works are not completed within given time frame and its acceptance as per completion schedule as described in Clause no. 4.0 of Special Terms and Conditions of Contract.
- The price adjustment clause shall be applicable to each Phase of the project independently. The delay in completion of any phase of the project due to reasons attributable to vendor shall entitle IOCL to invoke the price adjustment clause for that Phase of work order.

**5.0 Penalty Clause:**

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

Violation of applicable safety, health and environment related norm, a penalty of Rs 5000/- per occasion plus GST at prevailing rate.

Violation as above resulting in :

Any physical injury, a penalty of 0.5% of the contract value (max. of Rs 2 lacs) plus GST at prevailing rate per injury in addition to Rs 5000/- plus GST at prevailing rate as mentioned above.

Fatal accident, a penalty of 1% of the contract value (max. of Rs 10 lacs) plus GST at prevailing rate per fatality in addition to Rs 5000/- plus GST at prevailing rate as mentioned above.



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**PROVISION OF CRITICAL DATA BACKUP OF JAYANT DEPOT AT IOCL HO SERVER & MODIFICATION IN THE FAN SLIP A5 SIZE FORMAT TO TICKET SIZE**

**6.0 BOQ/ Price schedule:-**

<b>Indian Oil Corporation Ltd., Jayant Depot</b>				
<b>Sr. No.</b>	<b>Work description</b>	<b>Qty.</b>	<b>Price</b>	<b>Total price</b>
	<b>PROVISION OF CRITICAL DATA BACKUP OF JAYANT DEPOT AT IOCL HO SERVER &amp; MODIFICATION IN THE FAN SLIP A5 SIZE FORMAT TO TICKET SIZE</b>			
1	Critical Data Backup at IOCL HO server	1	300825.00	300825.00
2	Software modification for FAN Ticket Print	1	75206.25	75206.25
			Total	376031.25
			GST @18%	67685.63
			Amount including 18% GST	443716.88
			<b>Total amount including 18% GST</b>	<b>4,43,717</b>
	<b>Amount in Word</b>		Rupees Four Lac Forty three Thousand Seven Hundred Seventeen only	

**SPECIAL TERMS AND CONDITIONS OF CONTRACT**

**1.0 GENERAL**

- 1.1 Special Terms and Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Specifications, Drawings and any other document forming part of this tender/contract, wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.
- 1.3 Where any portion of the GCC is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
- 1.4 Wherever it is mentioned in the specifications that the Contractor shall perform certain works or provide certain facilities, it is understood that the Contractor shall do so at his own cost, being deemed to be part of the relevant item in the SCHEDULE OF RATES / BOQ (SOR) whether expressly stated or not.
- 1.5 The materials, design and workmanship shall satisfy the relevant Indian Standards, the specifications contained herein and codes referred to. Where the specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6 In so far as the contract does not deal with or provide by expression or implication for any aspect or specification with respect to the product(s) or any of them or with respect to any other matter or thing required to be furnished, done or supplied relative thereto or for the delivery thereof according to the contract, the internationally accepted relevant specification, standard of workmanship and/or codes or practices, as the case may be, shall apply. In the event of any doubt or ambiguity relative thereto, the Contractor shall seek the clarification of IOCL.

**2.0 DEFINITIONS**

The following expressions hereunder and elsewhere in the Contract documents used and their grammatical variations shall unless repugnant to the subject or context thereof, have the following meanings hereunder respectively assigned to them, namely:

- 2.1 “Bidder/ Tenderer” shall mean the company, who has submitted their bid individually, against this tender document to Indian Oil Corporation Ltd. (IOCL) and includes the Bidders’ legal representative, his successors and permitted assignors.
- 2.2 “BOQ” shall mean Bill of Quantities.
- 2.3 “Contractor” means any person, company, firm or body who may be engaged by the Owner for works and services connected with the Project.
- 2.4 “Engineer In-charge (EIC)” shall mean Engineer responsible for the execution of the subject works.
- 2.5 “GCC” shall mean General Conditions of Contract.
- 2.6 “Owner” shall mean Indian Oil Corporation Limited.
- 2.7 “PGT” shall mean Performance Guarantee Test as described in Clause 10.4
- 2.8 “PMC” shall mean Project Management Consultant.
- 2.9 “SCC” shall mean Special Conditions of Contract.
- 2.10 “SOR” shall mean Schedule of Rates.



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#### 3.0 SCOPE OF WORK

3.1 As detailed mentioned on scope of work.

#### 4.0 SITE DETAILS

4.1 Indian Oil Corporation Ltd. (M.D.), Jayant Depot, Distt. Singrauli, Jayant Colliery, Madhya Pradesh

#### 5.0 CONTRACTOR SUPPLIED MATERIAL

- 5.1 All the equipments, materials, field instruments, consumables, etc. which are not specifically indicated in Owner's Scope of Supply but are required for successful completion of the works as per specification, drawing, construction methodology etc., shall be included in the Contractor's Scope of Supply.
- 5.2 The Contractor shall ensure that only the qualified and experienced personnel's are appointed by him for discharge of work or part thereof. The Contractor may appoint sub-contractors for various works / certain materials / services for which contractor may seek prior approval from IOCL.
- 5.3 All expenses towards mobilization at site and demobilization including bringing in equipment, work force, materials, dismantling the equipment, clearing the site after completion of work shall be deemed to be included in the prices quoted and no separate payments on account of such expenses shall be entertained.
- 5.4 Contractor may have to work in energized or partly energized conditions. In such cases, it shall be the responsibility of the Contractor to arrange for necessary permits or shut downs and provide skilled and responsible persons for the execution of works. Contractor shall organize his works during the shutdown periods properly and complete the programmed works within the time given. Contractor shall not be paid any extra payments for working under the above said circumstances.
- 5.5 It shall be entirely the Contractor's responsibility to provide, operate and maintain all necessary construction equipment, scaffoldings and safety gadgets, cranes and other lifting tackles, tools and appliances to perform the work in a workman like and efficient manner and complete all the jobs as per time schedules. However, if any equipment/ facility are provided by Owner, the same shall be on chargeable basis.
- 5.6 Procurement and supply, in sequence and at the appropriate time, of all materials and consumables shall be entirely the Contractor's responsibility and his rates for execution of work will be inclusive of supply of all these items.
- 5.7 In case any material is issued by the Owner, then it will be properly used and maintained. Subsequent to completion of its use, it will be returned to Owner in good condition. In case of damage or misuse of such stores, Owner will recover the cost from the Contractor from the payments due to the Contractor.

#### 6.0 TIME SCHEDULE

- 6.1 As given in NIT.
- 6.2 Mobilization Advance Clause shall not be applicable for subject tender. In other words, no Mobilization Advance shall be given to the contractor. This supersedes any other clause on Mobilization Advance, if mentioned elsewhere in the Tender Document. General Condition of Contract (GCC) contains provision for payment of Mobilization Advance as per clause 6.4.5.0, which stands deleted. Further the reference to



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Mobilization Advance contained in the tender, which may be general or special in nature shall also stand deleted to the extent said contents are applicable to Mobilization Advance.

#### 7.0 VALIDITY OF TENDER:

7.1 The tender will be valid as specified in NIT. IOC reserves the right to place work order at any time as per validity mentioned in NIT from date of opening of tender. Once work order is placed the rates shall remain firm till completion of entire work in all respects except for items specifically covered specifically under escalation/de-escalation in the tender.

#### 8.0 EARNEST MONEY DEPOSIT: Refer NIT

#### 9.0 SECURITY DEPOSIT: Refer Tender Document/ NIT

#### 10.0 DEFECT LIABILITY PERIOD

In partial modification to clause 5.4.1.0 of GCC, the defect liability period for the works (including the materials incorporated therein within the Contractor's scope of supply) shall be **12 (Twelve) months** after completion of CAMC contract.

#### 11.0 PRICE ADJUSTMENT: Refer NIT and Tender Document Scope of work section

#### 12.0 MANUFACTURER'S GUARANTEE

All materials including components and sub-contracted Items should be guaranteed by the vendor within the warranty period mentioned below. In the event of any defect in material or workmanship manifesting themselves, the vendor will replace / repair the material at IOC's concerned locations at Vendors cost and risk on due notice, failing which the rejected materials will be sent to the vendor on 'FREIGHT TO PAY' basis for free replacement. Materials after rectification of defects will be despatched by the vendor on 'FREIGHT PAID' Basis. Alternatively, IOC reserves the right to have the materials repaired / replaced at the locations concerned at the vendor's risk, cost and responsibility.

#### 13.0 MANUFACTURER'S WARRANTY

13.1 24 months from the date of dispatch or 18 months from the date of commissioning or use of the materials, whichever is earlier during which time the tenderer is bound by the guarantee given above.

13.2 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

#### 14.0 PERFORMANCE GUARANTEE

14.1 On dispatch of the equipment, 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 Corporation'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 fulfilment of the requirements.

14.2 The Vendor will guarantee that all materials and equipment shall be repaired or replaced as the case may be at his own expense in case the same have been found to be



defective in respect of materials, workman-ship or smooth and rated operation within a period of 18 months after commissioning or 24 months from the date of dispatch whichever is earlier.

- 14.3 The guarantee period for the part that may be altered repaired or replaced shall be 18 months from the date on which the same is put in service.
- 14.4 Acceptance by the Corporation 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.
- 14.5 The Contractor shall replace/repair to the satisfaction of the Owner any defective parts in the Goods of his own manufacture or those of his subcontractor's under normal use and arising solely from faulty design, materials and/or workmanship.
- 14.6 If it becomes necessary for the Contractor to replace or renew any defective equipment/ component/ part/ material of the blue dye System (during the defect liability period), the provision of this Clause shall apply to items so replaced or renewed until the expiration of defect liability period/warranty period, whichever is greater. If any defects are not remedied within thirty (30) days from the date of notice by the Owner, Owner may proceed to do the work at the Contractor's risk and cost, but without prejudice to any other rights, which the Owner may have against the Contractor in respect of such defects.
- 14.7 The repaired or new parts will be furnished and erected free of cost by the Contractor. If any repair is carried out on his behalf at the Site, the Contractor shall bear the cost of such repairs.
- 14.8 The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the plant or defective work carried out by the Contractor, the same shall be borne by the Contractor.
- 14.9 The acceptance of the Goods by the Owner shall in no way relieve the Contractor of his obligation under this clause.
- 14.10 Timely replacement/ repair of the defective part would be at contractor's cost.
- 14.11 At the end of the warranty Period, the Contractor's liability ceases except for latent defects.

#### **15.0 SCHEDULE OF RATES / BOQ**

- 15.1 All the items of work mentioned in the SCHEDULE OF RATES/ PURCHASE REQUISITION/ BOQ and covered by the Contract shall be carried out as per the drawings, specifications and under the direction of EIC and shall include all costs/expenses including equipment, labour, logistics, transport, travel & stay arrangements, attending meetings, presentations at IOCL office, collection of necessary data, other incidentals including supply of materials, etc. as may be necessary for rendering the services in totality as per detailed technical specifications of the Tender. The Contractor shall be and remain at all-time exclusively responsible to provide all material, consumables, labour supervision, equipment tools machines, permits, licenses, casements and facilities and other items and things whatsoever required for or in connection with the work, included but not limited to those indicated by expression or implication in the SCHEDULE OF RATES/ PURCHASE REQUISITION/ BOQ, Technical Specification, approved designs, plans, drawings and/or other Contract documents or howsoever otherwise required either for incorporation within the permanent works or in relative to the execution and performance of the work.
- 15.2 The rates stated in the SCHEDULE OF RATES/ PURCHASE REQUISITION/ BOQ shall not be subject to escalation or increase on any account whatsoever, other than new taxes,



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duties, levies etc. imposed by Central or State government subsequent to submission of the bid.

- 15.3 Complete contents of the Price Bid / SOR shall be made available in the un-priced offer with the words "Quoted" (but not the actual prices) at the places wherever prices are there in the priced part of offer. If the price quote is made in the un-priced offer, the bid shall be liable for rejection.
- 15.4 The Bidder shall quote prices for the total services.
- 15.5 The breakdown of materials pertains to supply of major items. It will be the responsibility of the bidder to supply all materials/ Equipments required for completion of work as per contract, irrespective of whether all items are identified in SCHEDULE OF RATES/ PURCHASE REQUISITION/ BOQ.
- 15.6 BOQ/BOM is tentative. While payment shall be made for the item/equipment successfully installed

#### 16.0 Substitution of Contractor

If the company finds it necessary to employ a person or persons for the purpose provided above, then the company may deduct and retain from out of the sums due to the contractor all such amounts as they may require to pay or to reimburse themselves there from in respect of the costs and expenses which they have incurred in completing the work and or in removing defective work and rebuilding or replacing the same in a manner satisfactory to the company and if such amounts be more than the sums due or thereafter becoming due to the contractor, then the balance shall be a debt recoverable from the contractor by the company. The contractor shall not in any manner do or cause to be done any act, matter or things whatsoever to prevent the person or persons so employed by the company from removing defective work and re-building or replacing the same in a manner satisfactory to the company and / or from, completing the work in the manner aforesaid. In case, bidder has any contradiction, anticipated deviation, recommendation regarding any specification, datasheets, makes, scope, terms & conditions, drawings etc, the same must be raised during the Pre-bid meeting. Any point beyond the clarification given thru pre-bid MoM shall be deemed to be in the contractor's scope.

#### 17.0 TERMS OF PAYMENT (SCHEDULE OF PAYMENT)

The IOCL shall pay the Contractor in the following manner and at the following times, on the basis of the Price Breakdown given in the Section on Price Schedules. Application for payment in respect of part deliveries may be made by the Contractor as work proceed. All payments will be made in Indian Rupees only. Payment shall be released through e-banking only.

#### 18.0 TEST, INSPECTION AND PERFORMANCE OF WORKS:

- 18.1 The materials shall be subject to inspection and testing by the Vendor before dispatch.
- 18.2 The materials shall be subject to inspection, approval by the Third Party Inspection agency as per the scope of inspection enclosed.
- 18.3 The Third Party Inspection agency will carry out the inspection as per IOC's scope of inspection for which all necessary arrangements will have to be made by you including co-ordination with the inspection agency, name of which will be given by IOCL. The inspection charges will be a part of your basic cost of the equipment. That is, the rates quoted by you for the equipment / material is inclusive of inspection charges. The above inspection will be without prejudice to accepted Guarantee / Warranty.



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The Third party inspections shall be carried out through any of following Third Party Inspection Agencies.

1. EIL
2. PDIL (Project & Development India Limited).
3. Bureau Veritas Industrial Services (India) Pvt Ltd
4. Lloyds Register of Shipping
5. Indian Register of Shipping (IRS)
6. DNV (Det Norske Veritas)
7. SGS
8. UL India Pvt Ltd
9. Rail India Technical & Economic Services
10. Certification Engineers Intl Ltd 9.

#### 18.4 REMOVAL OF REJECTED EQUIPMENT & MATERIAL:

When any equipment / material delivered at the Purchaser's / Consignee location are rejected on account of default on the part of the Seller they shall be removed by the Seller within 14 days from the date of rejection. Such rejected material / equipment shall be at the Seller's risk from the date of rejection. If not removed within 14 days of rejection, the Purchaser shall have the right to dispose of such material / equipment as he thinks fit at the Seller's cost, risk and responsibility. Equipment / materials that have been despatched by Road / Rail and rejected after arrival at destination may be taken back by the Seller either at the Station where they were rejected or at the station from which they were sent. If the contract is placed for delivery F.O.R. station of dispatch, the Seller shall pay the carriage charges on the rejected consignments at Public Tariff Rail / Road rates as the case may be from the station of dispatch to the station where they were rejected. If the Seller selects to take the goods at the station from which they were despatched, the goods shall, in addition, be booked to him Freight to Pay basis at Public Tariff rail / Road rates as the case may be and at the Seller's risk.

#### 19. DELIVERY SCHEDULE :

- 19.1 The delivery of the material is to be completed within (CDD) (given in Special terms & conditions) from the date of the Purchase Order (PO). The Contractual Delivery Date (CDD) will be clearly indicated in the PO and after which compensation 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 have to coordinate with concerned IOCL Location / State Offices immediately on placement of order. If there is delay in issuance of Road Permits / Entry form by IOC the Contractual Delivery Date will stand revised accordingly.
- 19.2 Contractor shall carry out the routine tests as enumerated in the relevant standards/codes, technical specifications and approved Quality Assurance Plans (QAPs) for respective components/systems and no separate payment shall be made unless otherwise stipulated. The type test certificates shall be submitted at the time of Factory Acceptance Tests (FATs). In case, any type test is scheduled during the period of delivery of the component, the same shall be intimated to Owner for its witness at factory premises.
- 19.3 All the tests either on the field or at outside laboratories concerning the execution of the work and supply of materials by the Contractor shall be carried out by Contractor at his own cost. All test equipment including all recording/ measuring gauges/ instruments shall be calibrated and necessary certificate of compliance issued by the Statutory agency/body to the effect that the test equipment's /instruments have been calibrated

as per standard practices and found meeting the norms shall have to be furnished by the Contractor. The entire cost of carrying out such calibration and furnishing of the compliance certificate from a Statutory Authority/ body shall be at the expense of the Contractor.

- 19.4 The work is subject to inspection at all times by the Owner/ EIC. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical specifications, the technical documents and the relevant codes of practice furnished to him during the performance for the work. Contractor shall discuss his daily work programme with Site Engineer/ EIC before starting the same every day.
- 19.5 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the Contractor shall carry out the rectification at his own cost.
- 19.6 All results of inspection and tests will be recorded in the inspection reports, performance of which will be approved by the EIC. These reports shall form part of the completion documents.
- 19.7 In addition to the provisions of clause 5.2.0.0 of GCC, on no account shall the Contractor proceed with the backfilling or other underground works by covering up or otherwise placing beyond reach of inspection or measurement before inspection by the Site Engineer or his authorised representative. Should the Contractor do so, the same shall be uncovered at Contractor's risk and expense for carrying out the inspection and measurement.
- 19.8 The vendor shall ensure that the manufacturer carries out adequate and all the necessary tests for each equipment for compliance with the specifications as well as overall operational performance/accuracy, without any additional financial implication to IOCL. Also, any tests either on the field or at outside laboratories concerning the execution of the work shall be carried out by the vendor at his own cost. Vendor should forward the certified copies of works test reports for the same to the IOCL.
- 19.9 Vendor is required to submit its Quality Assurance Plan (Q.A.P.) to be observed during execution of work for IOCL's information.
- 19.10 IOCL has discretion to engage third party inspection agency for inspection of all items, although it's not mandatory as because the onus of supplying the best quality equipments and maintaining the equipments in the most efficient manner with intended zero downtime remains with the vendor only, and any kind of inspection by IOCL or IOCL appointed agency shall not absolve vendor from its' responsibility.

## **20 SETTING OUT OF THE WORKS**

- 20.1 The Contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position and levels, dimension and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection therewith.
- 20.2 If at any time during the progress of the work, shall any error appear or arise in the position, level, dimension or alignment of any part of the works, the Contractor shall at his own expense rectify such error to the satisfaction of EIC or the Site Engineer.
- 20.3 The checking of any setting-out or of any line or level by the EIC or the Site Engineer shall not in any way relieve the Contractor of his responsibility for the correctness thereof and the Contractor shall carefully protect and preserve all bench marks, pegs and other things used in setting out the works.

## **21 WATER & POWER SUPPLY**

- 21.1 In partial modification of the provisions of clause 3.4.0.0, 3.5.0.0 & sub clauses thereof of the GCC, the contractor shall arrange construction water/ procure water



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required for the work at his own cost. Owner shall not be responsible for supplying water and Contractor shall ensure timely and adequate supply of water to meet the schedule.

21.2 During EPC stage, the contractor will make his own arrangement for power required for the work at his cost. Owner shall not be responsible for power supply and contractor shall ensure proper supply of electricity to meet the schedule.

21.3 The electrical works shall be carried out through licensed electrical personnel only.

## 22 PERSONAL ACTS & LIABILITIES

Any money paid to any director, attorney, agent, officer or employee of the Contractor and any receipt, settlement, acknowledgement of liability or other arrangement, agreement or document whatsoever signed by any such director, attorney, agent, officer, or employee of the Contractor or erstwhile director, attorney, agent, officer or employee of the Contractor (without notice of his cessation of interest) or by any person held out to be a director, attorney, agent, officer or employee of the Contractor authorized to act on behalf of and/or to bind the Contractor, shall be binding upon the Contractor and shall constitute a full release and discharge to the Owner and/or settlement, acknowledgement or obligation of, upon or with the Contractor, as the case may be, and the Owner shall not be concerned with the actual application of any money so paid or of the actual authority of such director, attorney, agent, officer or employee (actual, erstwhile or purported as the case may be) vis-à-vis the company to make the settlement, receipt, acknowledgement, agreement or other document concerned.

## 23 PATENT INDEMNIFICATION

Further to General Conditions of Contract clause no. 8.10.0.0, Contractor shall indemnify the Owner against all losses, costs, damages and expenses arising from any claim asserted against Owner that the work or part thereof, or any methods, designs or things furnished or specified by Contractor or any sub-contractor or supplier under this Contract, or any use thereof in the reasonable contemplation of the parties at the time furnished, or any methods, processes or acts employed by Contractor in connection with the performance of its obligations hereunder constitutes an infringement of any patent, trade secret, proprietary information, know-how copyright (statutory or non-statutory), un-patented invention or any unauthorized use of the work of others.

## 24 RESTRICTION OF VISITORS

The Contractor shall not allow any visitors on the work or premises of the site without the approval of EIC and/ or site engineer.

## 25 SAFETY AND POLLUTION CONTROL

In addition to the provisions of clause 10.0.0.0 of GCC, the Contractor shall take all reasonable precautions to avoid pollution or contamination of the air, land or water arising out of the performance of the work. Disposal of returns and cuttings produced by the work shall not be allowed to be discharged in the river. Contractor shall make arrangement at his own cost and initiatives to dispose of the return and cuttings generated from the drilling operation, as to avoid any pollution to the environment. Should there be a discharge or escape of appreciable quantity of pollutants or contaminants during performance of its obligations under this contract which occurs as a result of activities of the Contractor or its sub-contractor, the Contractor shall immediately take all necessary actions to contain, control, recover or disperse the substance and to eliminate the safety and environmental risks and correct the damages resulting there from.





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#### 25.1 Adherence to safety procedures and practices

Contractor shall ensure that the prudent industrial safety measure, applicable to the plant as per the norms and statutory requirements are adhered to during the EPC as well as CAMC phase. In case of accidents depending on the seriousness of injury etc. in addition to the hospitalisation/ treatment charges and group insurance amount, compensation shall be paid by the Contractor to the affected person/ his family members in presence of EIC as per Workmen Compensation Act.

#### 25.2 Safety practices while working at height

Contractor shall ensure that the prudent safety measure, applicable to the plant as per the norms and statutory requirements are adhered to during the EPC as well as CAMC phase.

#### 26 NO COMPENSATION FOR ALTERATION IN OR RESTRICTION OF WORK

If at any time from the commencement of the work, the Owner shall for any reason whatsoever not require the whole work or part thereof as specified in the tender to be carried out or, alteration in the work are required, the EIC shall give notice in writing of the fact to the Contractor, who shall have no claim to any payment or compensation whatsoever on account of any profit or advantage which he might have derived from the execution of the work in full or prior to alteration.

#### 27 SUB-CONTRACTING OF WORK

Contractor shall not subcontract or assign, in whole or in part, its obligations to perform under this contract, except with Owner's prior written consent. In the eventuality of sub-contracting of work, Owner will be informed in advance. However, the Contractor's liability or obligations will not get altered/delegated to sub-contractor. If any sub-contractor engaged upon the work at the site executes any work which in the opinion of the EIC is not in accordance with the contract documents, the Owner may give written notice to the Contractor advising him to terminate such sub-contracts and the Contractor on the receipt of such notice shall terminate such contracts.

#### 28 POWER OF ENTRY

In case the Contractor does not commence the work in the manner described in the contract documents or if he shall at any time in the opinion of the EIC:

- a) Fail to carry on the works in conformity with contract document/ schedule, or
- b) Substantially suspend work or the works for a continuous period of 14 days without permission from the EIC, or
- c) Commit or permit any other breach of any of the provisions of the contract on his part to be performed, or
- d) Abandons the works, or
- e) During the continuance of the contract becomes bankrupt.

In any such events, the Owner shall have the power to enter upon the works and take possession of the materials, temporary works, equipment, tools and stocks thereon, and to revoke the Contractor's order to complete the works by his agents, other Contractors or workmen.

#### 29 USE OF COMPLETED PORTIONS

29.1 Whenever in the opinion of the Owner, the work or any part thereof is in a condition suitable for use and in the best interest of the Owner requires use, the Owner may take possession of the same. The Contractor shall, however, be not relieved of his pending obligations.

29.2 Prior to the date of final acceptance of the work by the Owner, all necessary repairs or renewals in the work or part thereof so used on account of defective materials or workmanship or due to the operations failure shall be at the expenses of the Contractor.

Such use shall neither relieve the Contractor or any of his responsibilities under the contract, nor act as waiver by the Owner of the conditions thereof. However, if in the opinion of the Owner, the use of the work or the part thereof delays the completion of the remainder of the work, the Owner may grant such extensions of time as it may consider reasonable. The decision of the Owner in the matter shall be final. The Contractor shall not be entitled to claim any compensation on account of such use by the Owner.

### **30 DEFECTS PRIOR TO TAKING OVER**

30.1 If at any time before the work is taken over, EIC shall:

- a) Decide that any work done or materials used by the Contractor or any sub- contractor is defective or not in accordance with the contract, or that the works or any portion thereof, are defective, or do not fulfil the requirements of contract (all such matters being hereinafter, called Defects in this Clause).

AND

- b) As soon as reasonably practicable notice given to the Contractor in writing of the said decision specifying particulars of the defects alleged to exist or to have occurred, then the Contractor at his own expense and with all efforts shall make good the defects so specified.

30.2 In case the Contractor fails to do so, the Owner may take, at the cost and risk of the Contractor, such steps as in all circumstances be reasonable to make good such defects. The expenditure so incurred by the Owner will be recovered from the amount due to the Contractor. The decision of the EIC with regard to the amount to be recovered from the Contractor will be final and binding on the Contractor. As soon as the works have been completed in accordance with the contract and have passed the tests on completion, the EIC shall issue a certificate in which he shall certify the date on which the works have been so completed and have passed the said tests and the Owner shall be deemed to have taken over the works on the date so certified.

### **31 DEFECTS AFTER TAKING OVER**

31.1 In order that the Contractor could obtain a completion certificate, he shall rectify any defect arising from the defective materials supplied by the Contractor or workmanship or any act or omission of the contract or that may have been noticed or developed after the works or group of the works has been taken over, the period allowed for carrying out such works will be normally 15 days. Normally it is expected that work will be completed within 15 Days. However in case of unforeseen /genuine delay, EIC may take a call on this aspect whose decision will be final. If any defect be not remedied within period stipulated above, the Owner may proceed to do the work at Contractors risk and expense and deduct from the final bill such amount as may be decided by the Owner/EIC.

31.2 If by reason of any default on the part of the Contractor, a completion certificate has not been issued in respect of the works within one month after the date fixed by the Contractor for the completion of the work, the Owner shall be at liberty to use the works or any portion thereof in respect of which a completion certificate has not been issued, provided that the works or the portion thereof so used as aforesaid shall be afforded reasonable opportunity for completion of these works for the issue of completion certificate.

31.3 All the aforesaid safeguards/ rights provided for the Owner shall not prejudice its other rights/ remedies elsewhere provided herein and/ or under law.



**32 INSURANCE:**

All goods supplied under the contract shall be fully insured by the vendor against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and erection. The vendor shall take comprehensive insurance policy in favour of IOCL before any payment is released to the vendor by IOCL, for the value of supply and installation amount to the above effect without any cost implication to IOCL. The insurance shall be valid till final bill for the supply and installation works is released. IOCL won't be responsible for any theft, damage or loss of equipment/s during the pendency of the project. Insurance premium needs to be paid by the vendor.

**33 GUARANTEE:**

All equipment including components and sub contracted items should be guaranteed by the Vendor within the warranty period mentioned in the tender. In the event of any defect in the equipment or workmanship manifesting themselves, the Vendor will replace/ repair the equipment at Vendor's cost and risk on due notice, failing which the rejected equipment will be sent to the Vendor on Freight To Pay basis for free replacement.

The equipment after rectification of defects will be dispatched by the Vendor on 'Freight Paid' basis. Alternatively, IOC reserves the right to have the equipment repaired/ replaced at the locations concerned at the Vendor's risk, cost and responsibility.

**34 CLEARING THE SITE OF WORKS:**

34.1 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.

34.2 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.

34.3 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.

**35 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.

At all places in the GCC enclosed with the tender document, OWNER shall mean INDIAN OIL CORPORATION LIMITED, MARKETING DIVISION, HEAD OFFICE, with its office at G9, Ali Yavar Jung Marg, Bandra(E), Mumbai-400051.

**36 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.

**37 ORDER OF PRECEDENCE:**

37.1 In case of irreconcilable conflict in non-technical matters between provisions in separate contract documents governing the same aspect, the following shall prevail in order of preference:

- a) Formal contract
- b) Acceptance of tender
- c) Price schedule annexed to the letter of acceptance
- d) Agreed variations annexed to the letter of acceptance
- e) Addenda to the tender documents
- f) Special Terms and Conditions of Contract
- g) Special Instructions to Tenderers
- h) General conditions of Contract
- i) Instructions to Tenderers

37.2 A variation or amendment issued after the execution of the formal contract shall take precedence over the formal contract and all other Contract Documents. 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.

**38 PRICE VALIDITY, ESCALATION/ DE-ESCALATION:**

Once the offer is accepted and agreement executed, the rates shall be valid till the completion of works in all respects except for items specifically covered under escalation /de-escalation.

**39 MOBILIZATION ADVANCE:**

No mobilization advance shall be given for this work.

**40 MEASUREMENTS FOR WORKS/RECORD MEASUREMENTS/ BILLS:**

40.1 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.

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

**41 SAFETY PRECAUTIONS & HOT WORK:**

41.1 Since works have to be carried out in petroleum storage and distribution establishment, the contractor should ensure that day to day operations, safety and security of the location are not affected in any way on account of the works being carried out. In case of any damage to our properties due to the negligence on the part of the contractor or their workmen, the contractor will be held responsible and liquidated damages as assessed by the corporation would be recovered from them.

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

41.3 When hot works are involved, the following safety precautions have to be strictly observed before commencement of works.

- a) All hot works operations should be carried out under the supervision of IOCL representative and also under the supervision of responsible representative of the contractor.

- b) All hot work operations should be undertaken only after issue of hot work permits by the location in charge on day to day basis.
  - c) It should be ensured that the tanks, pipes, containers where the hot work is required are Hydrocarbon Vapour freed and properly checked to this effect with explosive meters.
  - d) It should be ensured that the surrounding area is free from oil, rags, oil spillage and other sources of ignition and the area is cleaned/ sprinkled with sand or dry earth. It should also be ensured that metallic trays filled with DCP powder are kept for collecting the welding arc/ hot metal cutting.
  - e) Hot work should commence only after positioning the portable fire extinguishers and sand/ dry powder in readiness at site and hydrant system made available at the nearest point.
  - f) Match boxes, lighters etc used for hot work should be kept in the custody of the supervisor only.
  - g) If hot work has to be carried out in a place close to storage tanks or any other facility under operation, it is necessary to provide fire screen wall to segregate the area to prevent sparks traveling to the hazardous area.
  - h) All equipments / fittings / machineries / lifting tools & tackles required to be used by the contractor during the job execution of various job vide this contract shall be conforming to the safety norms prevailing at the location. All JBs/light fittings required to be used near hazardous area by the contractor shall be FLP type with a valid test certificate. Use of suitable capacity armoured cable without joint with valid meggar test report, fitness certificate for welding transformers, guard for grinding wheels etc. are also required to be ensured.
  - i) It should be ensured that no workmen carry match boxes or any other source of ignition with them while entering the premises or inside the premises. After the hot work operation of the day, the following precaution should be taken.
- 41.4 Welding sets should be switched off and power mains disconnected. If the connection is taken from a temporary switch board the fuse carriers should be removed and handed over to the supervisor.
- 41.5 Gas cylinder and the cutting sets should be properly closed and the equipment removed to a safe place.
- 41.6 The site of work should be examined to ensure that it is free from hot splatters and any other source of ignition.
- 41.7 Safety distance as per PESO Rules and Oil Industry Safety Directorate shall be maintained strictly during construction.
- 41.8 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.
- 41.9 The contractor shall also abide by hot work / cold work / height permits to be taken on day to day basis from the location as per policy of the Corporation.
- 41.10 The contractor shall deploy a licensed electrical contractor for doing the electrical works.
- 41.11 The successful tenderer shall be responsible for observance of all conditions as per Appendix furnished along with GCC with regard to safety.
- 41.12 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.
- 41.13 Safety distance as per CCOE/PESO Rules and Oil Industry Safety Directorate shall be maintained strictly.



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- 41.14 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.
- 41.15 The successful tenderer shall be responsible for observance of all conditions as per Appendix III furnished along with GCC with regard to safety.
- 41.16 During excavation of earth, party should be equipped with FLP pump/motor to bail out water as per direction of site in charge.
- 41.17 The vendor shall execute the work in compliance with the requirements of the relevant regulation or acts in force in the area together with design specification with respect to:
- Indian Electricity Rules
  - Indian Factories Act
  - Regulation laid down by Chief Electrical Inspector
  - Regulation laid down by Factory Inspector of State
  - Indian Standard Specifications
  - Various rules of safety and installation published by TAC, CMRS, Fire Insurance etc.
  - OISD Requirements
  - Electro Magnetic Compatibility (EMC)
  - Chief controller of Explosives (PESO)
  - Any other statutory regulation as applicable

#### 41.18 ELECTRICAL WORKS:

- During the execution of job temporary connections are to be provided by the Contractor and all possible assistance shall be rendered by the Contractor for the smooth operation of the respective Retail outlet/ Depot/ Terminal. No extra payment shall be made on this account.
- All temporary connections are to be spark proof/ flame proof as required and shall be got approved from Site Engineer.
- Test Report (if required for this job as decided by the engineer) duly approved by the local Electricity Department shall be submitted by the Contractor after completion of the work. Any payment to Electricity Department needed shall be borne by the Contractor.
- The entire electrification work shall be carried out by the Contractor under supervision of licensed Electrical supervisor to the satisfaction of local Electricity Dept./Site Engineer.
- The entire electrification work shall be carried out as per I.E. Rules/ Local Electricity regulation/ IOC specification as applicable.
- All metal covering which is used to protect cables and apparatus shall be efficiently earthed. The metal covering used to carry the cable must be electrically continuous and this includes the entire switchgear casing, if they are made of metal.
- The number of points on any one circuit is limited and must not exceed the following:

For circuit not exceeding	6 amps	0 points
For circuit not exceeding	8 amps	6 points
For circuit not exceeding	10 amps	4 points
For circuit not exceeding	20 amps	2 points

#### 42 SECRECY 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.

#### **43 INTEGRITY PACT:**

Vendor is required to upload the duly signed Integrity Pact (IP), along with Tender and the same is a mandatory prerequisite for Bids to be eligible for further evaluation. The signed IP should be complete in all respect and is required to be uploaded in the e-tender portal along with the Bid. Bid not having the duly signed IP attached with it will be summarily rejected. Partial submission of IP document will also not be considered.

##### **43.1 Indemnity against Intellectual Property Infringement**

- a) Contractor will indemnify the Corporation (IOCL) fully and effectively indemnified against each and every claim made against Corporation (IOCL) as a result of the Contractor's knowing infringement of any third party's Intellectual Property, provided that IOCL must:
  - b) promptly notify the Contractor of details of the claim;
  - c) not make any admission in relation to the claim;
  - d) allow the Contractor to have the conduct and authority of the defence or settlement of the claim
  - e) give the Contractor all reasonable assistance(at Contractor's expense) in disposition of the claim.
  - f) The Confidentiality clause shall be applicable from the commencement of Works pertaining to a Contract till expiry of 7 years Comprehensive Annual Maintenance Contract (CAMC) period for all documentation pertaining to the Contract.
  - g) After the expiry of 7 years AMC period, Contractor should submit a Non Disclosure undertaking for not divulging the specific document details as advised by and marked by IOCL. In case of a demand by an authorized statutory/Legal/Govt institution to the vendor about sharing some information covered under Confidentiality clause / Non Disclosure undertaking, vendor shall seek IOCL's permission / views regarding the same and shall be guided accordingly.

##### **43.2 Liability and Indemnification - Liability of CONTRACTOR Notwithstanding anything to the contrary contained in this Contract,**

43.3 In addition to the CONTRACTOR's liability and obligations and the OWNER's remedies provided elsewhere in this Contract, the CONTRACTOR shall be solely responsible for any loss of or damage to the Project Facilities, Project Assets, damage to environment, death or injury to person, and any other liabilities, damages, losses (excluding consequential losses) and reasonable cost and expenses (including legal costs) suffered by OWNER during the Period of Contract:

- a) Resulting from any act, omission or negligence of the CONTRACTOR or any other Person claiming through or under it, including CONTRACTORs, and their respective employees, agents, sub-contractors and representatives.
- b) In connection with, arising out of, or resulting from any breach of warranty, material misrepresentation by the CONTRACTOR or any other Person claiming through or under it, or non-performance of any term, condition, covenant or obligation to be performed by the CONTRACTOR under this Contract.
- c) The CONTRACTOR shall also be liable for any loss or damage which occurs as a result of any act, event, omission, negligence or default (including but not limited to property circumstances, quality of materials used, workmanship, structural, design or other defects, latent or patent, non-compliance with building bye laws, other Applicable Laws, regulatory requirements of Competent Authorities, Specifications and Standards, Performance Standards, terms and conditions of clearances and / or



approvals or any other matter) for which the CONTRACTOR is liable or which is attributable to the CONTRACTOR and, in turn, the Persons claiming through or under the CONTRACTOR.

- d) The CONTRACTOR shall be fully and solely liable for all works, contracts, dealings and activities in relation to the development, design, financing, construction, Operation & Maintenance and implementation of the Project / Project Facilities, as the case may be.
- e) Indemnification by CONTRACTOR
- f) Without prejudice to and in addition to the indemnification provisions elsewhere in this Contract, the CONTRACTOR agrees to indemnify and hold harmless OWNER and its shareholders, managers, officers, directors, employees and advisors (each a "OWNER Indemnified Party") promptly upon demand at any time and from time to time, from and against any and all losses (excluding consequential losses), claims, damages, liabilities, costs, penalties, litigation, proceedings (including reasonable attorneys' fees and disbursements) and expenses of any nature whatsoever (collectively, "Losses") to which OWNER Indemnified Party may become subject, insofar as such Losses directly arise out of, in any way relate to, or result from
  - g) any mis-statement or any breach of any representation or warranty made by CONTRACTOR or
  - h) the failure by CONTRACTOR to fulfil any agreement, covenant or condition contained in this Contract, including without limitation the breach of any terms and conditions of this Contract by any employee or agent of the CONTRACTOR or Person claiming through or under the CONTRACTOR or
  - i) any claim or proceeding by any Third Party against OWNER arising out of any act, deed or omission by the CONTRACTOR and / or persons claiming through or under the CONTRACTOR or
  - j) design, engineering, construction, procurement, Operation & Maintenance of the Project Facilities.
  - k) For the avoidance of doubt, indemnification of losses pursuant to this Clause shall be made in an amount or amounts sufficient to restore OWNER Indemnified Party to the financial position it would have been in, had the losses not occurred.

**43.4 Without limiting the generality of Article 57.2 (a):**

- a) The CONTRACTOR shall fully indemnify, save harmless and defend OWNER Indemnified Party from and against any and all loss (excluding consequential losses) and damages arising out of or with respect to
  - b) failure of the CONTRACTOR / and or the person claiming through or under the CONTRACTOR to comply with Applicable Laws and Applicable Permits,
  - c) payments of taxes, duties, levies, fees etc. relating to the CONTRACTOR including contractors, suppliers and representatives, income or other taxes required to be paid by the CONTRACTOR without reimbursement hereunder, or
  - d) non-payment of amounts due as a result of materials or services supplied/furnished/provided to the CONTRACTOR or any of its Contractors which are payable by the CONTRACTOR or any of its contractors.
- e) The CONTRACTOR shall fully indemnify and defend OWNER from any and all damages which OWNER may suffer due to this Contract or become liable to pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the CONTRACTOR in performing the obligations. If in any such suit, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the CONTRACTOR shall make every reasonable effort, by giving a satisfactory bond or

otherwise, to secure the suspension of the injunction or restraint order. If, in any such suit claim or proceedings, the Project, or any part, thereof or comprised therein is held to constitute an infringement and its use is permanently enjoined, the CONTRACTOR shall promptly make every reasonable effort to secure for OWNER a license, at no cost to OWNER, authoring continued use of the infringing work. If the CONTRACTOR is unable to secure such license within a reasonable time, at its own expense and without impairing the specifications and standards, shall either replace the affected work, or part, or process thereof with non-infringing work or parts or process, or modify the same, in 30 days time.

- f) The CONTRACTOR further indemnify, that it will defend and hold harmless OWNER from any and all Third Party claims for loss of or physical damage to property or for death or injury and against all losses for personal injury and for damage to or loss of any property arising out of or in any way connected with the CONTRACTOR's performance of this Contract or arising out of any act or omission of the CONTRACTOR, and in turn of the persons claiming through or under the CONTRACTOR.
- g) The CONTRACTOR shall further keep indemnified the OWNER, its employees or Consultant against all actions, suits, claims, demands and proceedings and any loss or damage or cost or expense that may arise in any manner and / or be suffered by them on account of anything done or omitted to be done by the CONTRACTOR in connection with the performance of its obligations under the Contract and / or implementation of the Project;

**43.5 Limitation of Liability of CONTRACTOR:**

- a) The aggregate liability of the CONTRACTOR to OWNER (whether based on contract or that including GROSS negligence and strict or absolute liability) arising out of or under this contract shall not exceed 100% of the Contract value provided that no such limit shall apply in respect of
- b) Any loss resulting from fraud , intentional or wilful misconduct or illegal or unlawful acts or omissions of CONTRACTOR, its affiliates or any sub-contractor or any supplier or any of its or their respective officers, directors, employees, servants or agents, or
- c) Any damage or loss to have occurred to a Third Party/ies and decided by a Court of Law that the loss or damage has occurred due to any fault or erroneous test report of any plant or machinery installed by the CONTRACTOR, or
- d) Any Liability on the part of CONTRACTOR which becomes payable on account of any Taxes, Duties, Levies etc. to any Govt Body or statute
- e) AND Provided always that such limitation shall exclude any amounts recovered under any policy/ies of insurance taken out and / or maintained by the CONTRACTOR pursuant to the provisions of the Contract except insurance, if any, taken for the purpose of insuring liability under this clause.

**43.6 Liability of and Indemnification by OWNER**

- a) OWNER shall fully indemnify, defend and hold harmless CONTRACTOR, any direct or indirect parent corporation or shareholder thereof and its and their respective officers and employees, against any and all claims made and losses incurred by any third party or Regulatory Entity which arises out of any breach on the part of OWNER.
- b) OWNER will, indemnify, defend and hold harmless the CONTRACTOR against any and all proceedings, actions, third party claims for loss, damage and expense of whatever kind and nature arising out of defect in title and/or the rights of OWNER in the land comprised in the Site adversely affecting the performance of the CONTRACTOR's obligations under the Contract and/or arising out of acts done in discharge of their



lawful functions by OWNER Indemnified Party including OWNER Events of Default except to the extent that any such claim has arisen due to a negligent act or omission, breach of contract or breach of statutory duty on the part of the CONTRACTOR, its Subsidiaries, affiliates, contractors, servants or agents including due to CONTRACTOR Event of Default.

- c) The aggregate liability of OWNER to the CONTRACTOR (whether based on contract or that including negligence and strict or absolute liability) arising out of or under this Contract shall not exceed 100% of the contract value provided that no such limit shall apply in respect of
- d) Any loss resulting from fraud, intentional or wilful misconduct or illegal or unlawful acts or omissions of OWNER or any of its officers, directors, employees, servants or agents, or
- e) Any Liability on the part of OWNER which becomes payable under the Contract.

**43.7 Payment pursuant to Indemnification** - Any payment made under this Contract pursuant to an indemnity or claim for breach of any provision of this Contract shall be net of applicable Taxes. For removal of doubts it is clarified that all the payments pursuant to an indemnity or claim for breach of any provisions of this Contract shall be borne and paid by the Defaulting Party.

**43.8 Defense of Claims**

- a) In the event that either Party receives a claim from a Third Party in respect of which it is entitled to the benefit of an indemnity under this Clause 1 (the 'Indemnified Party') it shall notify the other Party ("Defaulting Party") within 14 (fourteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Defaulting Party, such approval not to be unreasonably withheld or delayed. In the event that the Defaulting Party wishes to contest or dispute the claim it may conduct the proceedings in the name of the Indemnified Party provided that the Indemnified Party is secured against any costs involved to its reasonable satisfaction.
- b) The Indemnified Party shall have the right, but not the obligation, to contest, defend and litigate any claim, action, suit or proceeding by any Third Party alleged or asserted against such party in respect of, resulting from, related to or arising out of any matter for which it is entitled to be indemnified hereunder and their reasonable costs and expenses shall be indemnified by the Defaulting Party. If the Defaulting Party acknowledges in writing its obligation to indemnify the person indemnified in respect of loss to the full extent provided by this Clause 1, the Indemnifying Party shall be entitled, at its option, to assume and control the defence of such claim, action, suit or proceeding liabilities, payments and obligations at its expense and through counsel of its choice provided it gives prompt notice of its intention to do so to the Indemnified Party and reimburses the Indemnified Party for the reasonable cost and expenses incurred by the Indemnified Party prior to the assumption by the Defaulting Party of such defence. The Defaulting Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Indemnified Party unless the Defaulting Party provides such security to the Indemnified Party as shall be reasonably required by the Indemnified Party to secure, the loss to be indemnified hereunder to the extent so compromised or settled.
- c) If the Defaulting Party has exercised its rights under Article 1.6.2, the Indemnified Party shall not be entitled to settle or compromise any claim, action, suit or proceeding without the prior written consent of the Defaulting Party (which consent shall not be unreasonably withheld or delayed).
- d) If the Defaulting Party exercises its rights under Article 1.6.2 then the Indemnified Party shall nevertheless have the right to employ its own counsel and such counsel may

participate in such action, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party, when and as incurred, unless:

- e) the employment of counsel by such party has been authorised in writing by the Defaulting Party; or
- f) the Indemnified Party shall have reasonably concluded that there may be a conflict of interest between the Defaulting Party and the Indemnified Party in the conduct of the defence of such action; or
- g) the Defaulting Party shall not in fact have employed independent counsel reasonably satisfactory to the Indemnified Party to assume the defence of such action and shall have been so notified by the Indemnified Party; or
- h) the Indemnified Party shall have reasonably concluded and specifically notified the Defaulting Party either:
  - i) that there may be specific defences available to it which are different from or additional to those available to the Indemnifying Party; or
  - j) that such claim, action, suit or proceeding involves or could have a material adverse effect upon it beyond the scope of the Contract; provided that if clauses (ii), (iii) or (iv) shall be applicable, counsel for the Indemnified Party shall have the right to direct the defence of such claim, action, suit or proceeding on behalf of the Indemnified Party and the reasonable fees and disbursements of such counsel shall constitute legal or other expenses hereunder.

**43.9 Consequential Losses**

- a) Notwithstanding anything to the contrary contained in this Contract, the indemnities herein provided shall not include any claim or recovery in respect of consequential nature except as expressly provided in this Contract.
- b) The purpose of putting a Party on holiday list is to protect the Corporation from dealing with an undesirable party. Party may be put on holiday list due to any one or more of the following:

**43.10 If a Party**

- a) Has indulged in malpractices such as bribery, corruption, fraud and pilferage, bid rigging, price rigging
- b) Is bankrupt or insolvent or is being dissolved or has resolved to be wound up or proceedings for winding up or dissolution have been instituted.
- c) Has submitted fake, false or forged documents/ certificates.
- d) Has substituted materials in lieu of materials supplied by IOCL or has not returned or has short returned or has unauthorisedly disposed off materials/ documents/ drawings/ tools or plants or equipment supplied by IOCL.
- e) Has obtained official company information or copies of documents, in relation to the tender/ contract, by questionable methods/ means.
- f) Has deliberately violated and circumvented the provisions of labour laws/ regulations/ rules, safety norms or other statutory requirements.
- g) Has deliberately indulged in construction and erection of defective works or supply of defective materials.
- h) Has not cleared IOCL's previous dues.
- i) Has committed breach of Contract or has failed to perform a contract or has abandoned the contract.
- j) Has refused to accept Fax of Acceptance/ Letter of Acceptance/Purchase Order/ Work Order after the same is issued by IOCL within the validity period and as per agreed terms and conditions.
- k) After opening of Price Bid, on becoming L1, withdraws/ revises his bid upwards within the validity period.

- l) Has parted with, leaked or provided confidential/ proprietary information of IOCL given to the party only for his use (in discharge of his obligations against an order) to any third party without prior consent of IOCL.
- m) Any other ground for which in the opinion of the Corporation makes it undesirable to deal with the party including the followings:
- n) If the security consideration, including questions of loyalty of the party to the state so warrants
- o) If the Director/ Owner of the party, proprietor or any partner of the party is convicted by a Court of Law under normal process of law for offences involving moral turpitude in relation to its business dealings during last 5 years.
- p) Moral turpitude means to be a conduct contrary to justice, honesty, modesty or good morals and contrary to what a man owes to a fellowman or to society in general.
- q) If the party uses intimidation/ threatening or brings undue outside pressure on IOCL or its official in acceptance/ performances of the job under the contract.
- r) Poor performance of the party in one or several contracts.
- s) Transgression of Integrity Pact for which in the opinion of IOCL makes it undesirable to deal with the party.
- t) Based on the findings of the investigation report of any investigative agency, Government Audit, any law enforcement agency or Government regulator against the party for malafide/ unlawful acts or improper conduct on his part in matters relating to IOCL or even otherwise.

**44 DELETION/ MODIFICATION OF CLAUSE(S) IN GCC:**

- 44.1 Following clauses forming part of the GCC issued along with tender are deleted/ modified:
- a) Clause 2.6.1.0 and 2.6.2.0 - QUANTITIES OF WORK: In partial modification of said clause, no compensation shall be payable to the contractor in the eventuality of the executable quantities being less than 80% of total contract value (as contained in the Order).
  - B) Clause 4.3.8.0 - THE JOB SITE: In partial modification of said clause, “local bandh” shall be included in “force majeure”.
  - c) Clause 4.5.1.1 - SCHEDULE OF ACTIVITIES: The clause shall partly be modified. Duration of 30 days shall be read as 10 days.
  - d) Section 9 - ARBITRATION AND ALTERNATIVE DISPUTE RESOLUTION MACHINERY: Stands deleted. Further, the reference to arbitration and alternative dispute resolution machinery provision contained in any other term and 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.
  - e) Instruction to Tenderers - Clause No: 3.0 is deleted.
- 44.2 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 endeavour 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 owners website at [www.iocl.com](http://www.iocl.com) and if not available, a copy thereof may be obtained from the owner on written request.

**45 ACCEPTANCE OF WORK ORDER:**

- 45.1 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.
- 45.2 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.
- 45.3 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.
- 45.4 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.

**46. Force Majeure:** The Term Force Majeure, as employed in this contract, shall mean wars (declared or undeclared) or revolutions, civil wars, riot, terrorism, typhoon /tempest, transporter's strikes affecting the country as a whole, freight embargos, quarantine restrictions, tidal waves, major floods, earthquakes, epidemics, and fire explosion /implosion, storm, other natural calamities affecting the project location i.e. Project Site and strike /lock out at contractor's place or Project Site.

**47. Statutory approvals:** Vendor is required to obtain all the requisite approvals from statutory bodies' viz CMRI, Legal Metrology, PESO, ATEX, API, EXIDA, TUV etc as applicable as per tender scope/terms/conditions/specifications/datasheet and as applicable during award of contract; wherever required at no extra cost to IOCL. TAS vendor need to submit PESO certificate for all instrument, Junction boxes, electrical equipment supplied by them that are installed in licensed area in order to enable IOC to get PESO license for their installation. This includes necessary support to IOC to brief / explain CCOE about the automation system.

**48. QUALITY CONTROL:**

- 48.1 The work is subject to inspection at all times by the Site Engineer/ Engineer-in-Charge/ representatives nominated by IOCL. The Contractor shall carry out all instructions given during inspection and shall ensure that the work is being carried out according to the technical documents and the relevant codes of practice furnished to him during the performance of the work.
- 48.2 Any work not conforming to the execution drawings, specifications or codes shall be rejected forthwith and the contractor shall carry out the rectifications at his own cost.
- 48.3 All results of inspection & tests will be recorded in the inspection reports, proforma, which will be approved by the Site Engineer/ Engineer-in-Charge. These reports shall form part of the completion documents.
- 48.4 Inspection & acceptance of works shall not absolve the Contractor from any of his responsibilities under this Contract.

- 48.5 Entire work shall be executed as per the IOCL specifications. 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.
- 48.6 IOCL may 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 IOCL.
- 48.7 Over and above the inspections carried out by TPI, the work will also be inspected by the Engineer / Engineers from Location and Uttar Pradesh State Office 2 of IOCL.
- 48.8 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.
- 48.9 The tenderers to note that they shall arrange the Thirty Party Inspection, for the materials for which TPI inspection specified in the tender, at no extra cost. However the inspection by TPI does not absolve the vendor from any of his responsibility for the supply of material conforming to the specifications.
- 48.10 IOCL reserves the right to appoint any additional TPI agency for the inspection.
- 48.11 The vendor/ contractor shall hand over warranty/ guarantee certificate along with manuals from OEM of the materials/ equipments as applicable.
- 48.12 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.
- 48.13 The Contractor shall make arrangements for retention of samples of approved materials till completion of work.
- 48.14 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.
- 48.15 Contractor shall provide all the necessary equipments required for field tests to maintain the quality of work as per QAP and IOCL specifications.

**49. DEALING WITH OUTSIDE PARTIES:**

- 49.1 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.
- 49.2 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 it's name and image, shall recover the amount from Contractor's pending bills or security deposit and may make the payment to the concerned party.
- 49.3 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.
- 49.4 The Contractor can be debarred/ holiday listed from corporation and EMD/SD shall be forfeited for such lapses.



IndianOil  
A Maharatna  
Company

**TENDER No :- MPSO/OPS/JNT/ST/24-25/01**

**PROVISION OF CRITICAL DATA BACKUP OF JAYANT DEPOT AT IOCL HO SERVER & MODIFICATION IN THE FAN SLIP A5 SIZE FORMAT TO TICKET SIZE**

**50. SUBMISSION OF AS BUILT DRAWINGS:**

Party shall prepare and submit the tracings/ SOFT copy of “As-built drawings” of all the facilities as per the scope of work indicated at the time of conclusion of this contract or as directed by the site engineer at no extra cost to IOCL.

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

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.

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**SECTION - 4**  
**SPECIAL CLAUSES ON TAXATION (SCT)**

The following clauses are relevant for tenders for works contract under GST Law:

Clause No.	Description
	<b>DEFINITIONS</b>
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.
	<b>GENERAL</b>
1	Where any portion of the GCC/any other section of tender, is repugnant to or at variance with any 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)/SGST (State 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 number(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 proposed to be undertaken. Further the HSN Code / Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns provided in the technical bid.</p>

Clause No.	Description
	<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 confirm 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>
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 issue 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 filing 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 states 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

Clause No.	Description
	/decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.
<b>15</b>	<b>CUSTOM DUTY (These clauses will not be applicable wherever port clearances are in the scope of IOC and IOC is to take delivery at Port) applicable for Global Tender</b>
15.1	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.
15.2	The contractor shall within 7 (seven) days of dispatch /shipment of any such materials forward to the owner, the following documents.  Supplier's /Vendor Invoice indicating item wise price of the materials for the purpose of assessing customs and other Import duties. Bill of lading/Airway Bill. Package wise packing list. Certificate of origin and other relevant documents relating to the identification of the materials. Other relevant documents for the assessment of customs duties and the clearance of goods through Customs.
15.3	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.
15.4	The Custom Duty payable shall be reimbursed on production of supporting documents or paid directly to the Customs Authority, as the case may be.
15.5	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.
15.6	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.
15.7	All other costs towards Port and Customs Clearance shall be the 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.

Clause No.	Description
15.8	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 prejudice to any other mode of recovery from the Running Account or other bills or payments to the Contractor.
15.9	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.
15.10	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.
15.11	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.
<b>16</b>	<b>ROAD PERMIT /WAYBILL</b>
16.1	IOCL will issue Road Permit/Waybill, 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.
16.2	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/Waybill, by whatever name it is called. However, IOCL shall make best efforts to provide sufficient number of Road Permits/waybill, by whatever name it is called. on demand to avoid any delay or hold up.
<b>17</b>	<b>Works Contract / Composite Supply / Mixed Supply</b>
17.1	<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 in conjunction 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>

Clause No.	Description
	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.
17.2	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. Hence the bidders have to seek registration at the locations where the work is intended to be carried out.
17.3	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.
17.4	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 VAT reimbursed by IOCL on materials sold to IOCL
17.5	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.
<b>18</b>	<b>INCOME TAX</b>
18.1	<p><b><u>Resident Bidders:</u></b></p> <p>a) The contractor shall be exclusively responsible and liable to pay Taxes on Income arising out of payment made out of the contract.</p> <p>b) 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.</p> <p>c) PAN is mandatory. If PAN is not provided TDS would be deducted at higher rate as per the provisions of Income Tax Act.</p> <p><b><u>Non-Resident Bidder:</u></b></p> <p>a) Notwithstanding anything mentioned in the contract, Letter of Acceptance, BID Documents or any correspondences, following clauses shall be applicable with respect to Indian Income Tax including withholding tax.</p> <p>b) The CONTRACTOR shall be exclusively responsible and liable to pay all income taxes on any payments arising out of the Contract, whether payable in India or outside India.</p> <p>c) Any payment to non-resident or its permanent establishment (PE) in India which is chargeable to tax in India attracts withholding tax in India under Income Tax Act, 1961 shall be subject to provisions of Double Taxation Avoidance Agreement (DTAA) wherever applicable, for withholding tax purposes only.</p> <p>d) Contractor shall not include withholding tax / tax deductible at source in its quoted price. Withholding tax as applicable as per Indian Income Tax Act read</p>

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Clause No.	Description
	<p>with respective Double Taxation Avoidance Agreements (DTAA) will be borne by IOCL.</p> <p>e) Notwithstanding Clause “3” above, where Contractor intends to obtain a Certificate of Lower or NIL Withholding Tax/Tax deductible at source in terms of provisions of Indian Income Tax Act, 1961 and rules made thereunder, withholding tax/Tax deductible at source will be deducted from amount payable under the contract as per Certificate issued by tax authorities under Income Tax Act, 1961 and rules made thereunder.</p> <p>f) In all cases whether Withholding tax/Tax deductible at source is borne by IOCL as described in Clause “4” above or deducted from amount payable as per contract as described in Clause “5” above, Certificate of Withholding tax/Tax deducted at source will be provided by IOCL enabling contractor to claim credit of the same in their country of residence.</p> <p>g) To facilitate benefits of DTAA, Contractor shall provide copy of:</p> <ul style="list-style-type: none"><li>i. Tax Residence Certificate (TRC),</li><li>ii. Form 10F as described in Rule 21AB of Income Tax Rules, 1962,</li><li>iii. NO PERMANENT ESTABLISHMENT CERTIFICATE (NO PE) as may be required,</li><li>iv. Permanent Account Number (PAN), if available or</li><li>v. Declaration in lieu of PAN as per Rule 37BC of Income Tax Rules, 1962.</li><li>vi. Any other document(s) which might be required to enable IOCL to apply Lower OR NIL rate of withholding tax.</li></ul>
19	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 provisions of CGST / SGST / UTGST/IGST Act, 2017 shall be issued by IOCL.

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**SECTION - 5**  
**LIST OF GST IDENTIFICATION NUMBER (GSTIN)**

State	States	GSTIN
PSO	Jammu and Kashmir (UT)	01AAACI1681G2Z2
PSO	Ladakh (UT)	38AAACI1681G1ZM
PSO	Himachal Pradesh	02AAACI1681G3ZZ
PSO	Punjab	03AAACI1681G1ZZ
PSO	Chandigarh	04AAACI1681G1ZX
UPSO II	Uttarakhand	05AAACI1681G1ZV
DSO	Haryana	06AAACI1681G1ZT
DSO	Delhi	07AAACI1681G1ZR
RSO	Rajasthan	08AAACI1681G2ZO
UPSO I	Uttar Pradesh	09AAACI1681G1ZN
BSO	Bihar	10AAACI1681G1Z4
WBSO	Sikkim	11AAACI1681G1Z2
IOC AOD	Arunachal Pradesh	12AAACI1681G1Z0
IOC AOD	Nagaland	13AAACI1681G1ZY
IOC AOD	Manipur	14AAACI1681G2ZV
IOC AOD	Mizoram	15AAACI1681G1ZU
IOC AOD	Tripura	16AAACI1681G1ZS
IOC AOD	Meghalaya	17AAACI1681G1ZQ
IOC AOD	Assam	18AAACI1681G1Z0
WBSO	West Bengal	19AAACI1681G1ZM
BSO	Jharkhand	20AAACI1681G3Z1
OSO	Odisha	21AAACI1681G1Z1
MPSO	Chhattisgarh	22AAACI1681G1ZZ
MPSO	Madhya Pradesh	23AAACI1681G1ZX
GSO	Gujarat	24AAACI1681G1ZV
GSO	Daman and Diu	25AAACI1681G1ZT
GSO	Dadra Nagar Haveli	26AAACI1681G1ZR
MSO	Maharashtra	27AAACI1681G1ZP
KASO	Karnataka	29AAACI1681G1ZL
MSO	Goa	30AAACI1681G1Z2
KESO	Kerala	32AAACI1681G1ZY
TNSO	Tamil Nadu	33AAACI1681G1ZW
TNSO	Puducherry	34AAACI1681G1ZU
WBSO	Andaman Nicobar Island UT	35AAACI1681G1ZS
TAPSO	Telangana	36AAACI1681G1ZQ
TAPSO	Andhra Pradesh	37AAACI1681G2ZN

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**ANNEXURE-A**

**UNDERTAKING BY THE TENDERER(S)**

NAME OF WORK:

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Tender No.: \_\_\_\_\_

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. Prebid 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 our offer is found acceptable, and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

**SIGNED FOR AND ON BEHALF OF TENDERER(S)**

Name of Tenderer(s)

Date:

Place:

Seal & Signature of Tenderer



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**ANNEXURE-B**

**PROFORMA FOR DECLARATION ON NCLT / NCLAT / DRT / DRAT / COURT RECEIVERSHIP / LIQUIDATION**

**[To be submitted in Bid Documents]**

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.

OR

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

**Note: Strike out whichever 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 in a contract, the contract will be liable for termination without prejudice to any other right or remedy (including blacklisting or holiday listing) available to Indian Oil Corporation Ltd.

Place: Signature of the Bidder

Date: Name of 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. Model Certificate for Tenders:**

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 fulfils 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. Model Certificate for Tenders for Works involving possibility of sub-contracting:**

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).

**d. Model Certificate for GeM:**

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 vendor/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 vendor/bidder fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

Details of Vendor's authorized representative

Signature:

Name:

Stamp:



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**ANNEXURE-D**

**PROFORMA OF TENDER NOT TAMPERED**

**(To Be Submitted On Letter Head of The Bidder Duly Signed)**

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 [gem.gov.in](http://gem.gov.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 without prejudice to any other rights or remedies available to IOCL 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 of witness and signature: \_\_\_\_\_

2) Name of witness and signature: \_\_\_\_\_



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**ANNEXURE-E**

**PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING**

**In the case of a Proprietary Concern:**

I hereby declare that neither I, in my personal name or 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 blacklist or holiday list declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of any corrupt or fraudulent practice(s) against 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". In case of no particulars and "NIL" not ticked, shall be treated NIL)**

Please tick the box below if NIL	Particulars if not NIL
NIL <input type="checkbox"/>	

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 blacklisting or holiday listing) available to Indian Oil Corporation Ltd.

Place: \_\_\_\_\_ Signature of Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_ Name of Signatory: \_\_\_\_\_

**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 & 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 proprietor or partner, except as indicated below:

**(Here give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof state "NIL". In case of no particulars and "NIL" not ticked, shall be treated NIL)**

Please tick the box below if NIL	Particulars if not NIL
NIL <input type="checkbox"/>	

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 blacklisting or holiday listing) available to Indian Oil Corporation Ltd.

Place: \_\_\_\_\_ Signature of Bidder: \_\_\_\_\_  
Date: \_\_\_\_\_ Name of Signatory: \_\_\_\_\_



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We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & 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 absence thereof state "NIL". In case of no particulars and "NIL" not ticked, shall be treated NIL)**

Please tick the box below if NIL	Particulars if not NIL
NIL <input type="checkbox"/>	

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 blacklisting or holiday listing) available to Indian Oil Corporation Ltd.

Place:

Signature of Bidder:

Date:

Name of Signatory:

**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 declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & 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 absence thereof state "NIL" In case of no particulars and "NIL" not ticked, shall be treated NIL)**

Please tick the box below if NIL	Particulars if not NIL
NIL <input type="checkbox"/>	

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 blacklisting or holiday listing) available to Indian Oil Corporation Ltd.

Place:

Signature of Bidder:

Date:

Name of Signatory:



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**ANNEXURE-F**

**DETAILS ON RELATIONSHIP WITH IOCL'S DIRECTORS ETC.**

Tenderer should furnish following details in the appropriate part based on their organizational structure.

<b>ORGANIZATIONAL STRUCTURE</b>	<b>PART OF THE FORM APPLICABLE</b>
SOLE TRADER	PART A
PARTNERSHIP	PART B
COMPANY PRIVATE/PUBLIC LTD	PART C
DECLARATION	PART D

**PART A**

**(APPLICABLE WHERE THE TENDERER IS A SOLE PROPRIETOR)**

1	Name of Tenderer	
2(a)	Office Address	
2(b)	Residence Address	
3	State whether tenderer is related to any of Director/(s) of the Indian Oil Corporation Ltd.	Yes/No*
4	If 'Yes' to 3, state the name of IOC's Director and Tenderer's relationship with him/her.	

\*Strike out whichever is not applicable

**PLACE**

**DATE**

**TENDERER'S SIGNATURE & SEAL**



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**PART B**

**(APPLICABLE WHERE THE TENDERER IS A PARTNERSHIP FIRM)**

1	Name of the Partnership firm responding to the tender	
2	Address	
3	Name of Partners	
4	State whether any of the partners is a Director to the Indian Oil Corporation Ltd.	Yes/No*
5	If 'Yes' to 4, state the name(s) of IOC's Directors.	
6	State whether any of the partners is related to any of the Director(s) of the Indian Oil Corporation Ltd.	Yes/No*
7	If 'Yes' to 6, state the name(s) of IOC's Director and the concerned partner's relationship with him/her.	

\*Strike out whichever is not applicable

**PLACE**

**DATE**

**TENDERER'S SIGNATURE & SEAL**



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**PART C**

**(APPLICABLE WHERE THE TENDERER IS A PUBLIC / PRIVATE LIMITED COMPANY)**

1	Name of the Company responding to the tender	
2	Address of: Registered Office	
	Principal Office	
3	State whether the Company is a Pvt. Ltd. Co. or Public Ltd., Co.	
4	Names of Directors of the Company	
5	State whether any of the Directors of the Tenderers Company is a Director of Indian Oil Corporation Ltd.	Yes/No*
6	If 'Yes' to (5), state the name(s) of IOC's Directors	
7	State whether any of the Director of the Tenderers Company is related to any of the Directors of the Indian Oil Corporation Ltd.	Yes/No*
8	If 'Yes' to (7), state the name(s) of IOC's Director and the concerned Director's (of the Tenderer Co.) relationship with him/her.	

\*Strike out whichever is not applicable

**PLACE**

**DATE**

**TENDERER'S SIGNATURE & SEAL**



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**PART 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:

1	Name of the Person	
2	Post last held in IOCL	
3	Date of retirement	
4	Date of employment in the firm	

**PLACE**

**DATE**

**TENDERER'S SIGNATURE & SEAL**

**NB**

1. A separate sheet may be attached, if the above is not sufficient.
2. 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.



IndianOil  
A Maharatna  
Company

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**INDIAN OIL CORPORATION LIMITED - LIST OF DIRECTORS**

The list of Directors of Indian Oil Corporation Limited is available in Indian Oil website: <https://iocl.com/pages/our-leadership> Tenderers are requested to visit the website and accordingly Declaration “A”, “B”, “C” & “D” to be made & furnished.





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**ANNEXURE-G**

**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 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:



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ANNEXURE-H

**PARTICULARS OF BIDDER**

(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					
Name of the Authorised Signatory					
Correspondence E-Mail ID					
Contact No					
Type of Bidder	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 Signator					
Details of shareholders of Bidding Company holding at least 10% of Voting share capital (Applicable in case of company)	Total No of Shares of the Bidding Company: .....				
	Total No of Voting Share of the Bidding Company: .....				
	Sl	Name of Shareholders	Total No of Shares held	Total No of Voting Share held	% of total Voting share
	1				
	2				
	3				
	4				
	5				
	6				
	7				
	8				
9					
10					
Please specify whether Registered / Unregistered / composition scheme for GST.					
Please specify whether Resident / non-resident as per Income Tax rules.					



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**ANNEXURE-I**

**UNDERTAKING ON NO MULTIPLE BIDDING**

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

<b>Name of the Work</b>	
<b>Tender No.</b>	
<b>E-Tender ID</b>	

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 it is found that such multiple bids are submitted, all such bids are liable for rejection.

Place:

Signature of bidder:

Date:

**Note:** The submitted bids shall be considered as multiple bids as explained under clause 34.1 of Section 2 namely 'Instructions to tenderer and particular conditions of Contract' of this PART B of tender document.

**ANNEXURE-J (Part-I)**

**DECLARATION FORM FOR AVAILING PURCHASE PREFERENCE - BID STAGE**

**A. Confirmation for bidder's status/category for eligibility of bidding:**

{All bidders (including MSE's) have to mandatorily confirm their minimum local content against serial no.1, 2 or 3 as applicable and upload the required documents towards status/category}

Sr	PARAMETER	BIDDER TO DECLARE (YES/ NO)	REMARKS
1	We confirm that our offer is achieving the minimum local content target of >=50% as Class-I Local supplier.		<b>Bidder has to mandatorily mention 'YES' against their applicable status i.e., either against Sr 1 or Sr 2 or Sr 3 (as applicable to the bidder)</b>
2	We confirm that our offer is achieving the minimum local content target of >=20% & <50% as Class-II Local supplier.		
3	We confirm that our offer is not achieving the minimum local content target of <20%.		
4	Whether bidder is MSE as per PPP-MSE Order		<b>YES/NO</b>  If yes-Necessary documents towards MSE status along with declaration of local content in the format provided to be <b>mandatorily</b> uploaded in the technical bid.

**B. Confirmation for bidder's purchase preference :**

Sr	PARAMETER	BIDDER TO DECLARE	REMARKS
I	Whether bidder wants to avail eligible purchase preference under "MSE Class-I local supplier" (applicable when bidder is both MSE & Class-I local supplier)		<b>Bidder has to mandatorily mention 'YES' at one place, either in Sr I or II or III or IV depending on status as applicable and also upload clear and unambiguous supporting documents to establish their status/category.</b>
II	Whether bidder wants to avail eligible purchase preference under "MSE but non - Class-I local supplier" (applicable when bidder is MSE but not Class-I local supplier).		
III	Whether bidder wants to avail Purchase Preference under "Non-MSE but Class-I local		

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	supplier” (applicable when bidder is not MSE but Class-I local supplier).		
IV	“Non MSE non Class-I local supplier” (applicable when bidder is neither MSE & Class -I Local supplier)		

**General Notes:**

2. While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall generally be as under:
  1. MSE bidder (PPP-2012)
  2. PP- MII Order 2017

**All bidders (including MSE’s) have to mandatorily confirm their minimum local content in the format provided in the tender**

**In order to avail benefits of purchase preference, bidder should refer to the clauses and guidelines on preferential benefit and allocation as provided in the tender**

3. The bidder claiming the Preference to Make in India benefit shall furnish an undertaking from the authorized signatory of bidder having the power of Attorney along with the bid stating that the bidder meets the mandatory minimum LC requirement, and such undertaking shall become a part of the contract.
4. Where the total tender value is less than INR 10 Crore: The LC content shall be self-assessed and certified by the authorized signatory of the bidder, signing the bid.
5. Where the total tender value is INR 10 Crore or above: The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.

**Bidder's signature:**



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**ANNEXURE-J (Part-II)**

**UNDERTAKING (TO BE SUBMITTED BY BIDDER) - BID STAGE**

(Where the total tender value is less than INR 10 Crore)

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

1. That I am the.....<Designation of the authorized signatory>> of ..... and I am duly authorized to furnish this undertaking declaration on behalf of.....
2. That ..... has submitted its bid against bidding document of Tender No.: .....
3. That the Company is fully aware of the provisions of Public Procurement (Preference to Make in India) (PP-MII), Order 2017 enclosed in the above bidding document.
4. We hereby confirm that our offer is achieving the minimum local content of:
  - a. Minimum 50%:
  - b. 20% <= LC <50%:
  - c. LC < 20%:

(Tick whichever is applicable.)

5. Details of location(s) where the local value addition is made: .....
6. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

(Authorized signatory of Bidder)

**Note:**

1. This undertaking shall be certified by the authorized signatory of the bidder. Authorised signatory shall mean
  - a) The Proprietor in case of a proprietorship firm.
  - b) Any one of the partners having POA in case of a partnership firm.
  - c) Power of Attorney holder in case of a company.
2. Preference is applicable only for suppliers claiming minimum 50 % Local Content.





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**ANNEXURE-J (Part-III)**

**UNDERTAKING (TO BE SUBMITTED BY BIDDER) - BID STAGE**

(Where the total tender value is INR 10 Crore or above)

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

1. That I am the ..... «Designation of the authorized signatory» of ..... and I am duly authorized to furnish this undertaking declaration on behalf of .....
2. That ..... has submitted its bid against bidding document of Tender No.: .....
3. That the Company is fully aware of the provisions of Public Procurement (Preference to Make in India) (PP-MII), Order 2017, enclosed in the above bidding document.
4. We hereby confirm that our offer is achieving the minimum local content of:
 

a. Minimum 50%:	<input type="checkbox"/>
b. 20% <= LC <50%:	<input type="checkbox"/>
c. LC < 20%:	<input type="checkbox"/>

(Tick whichever is applicable.)

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

(Authorized signatory of Bidder)

**Certification by the Statutory Auditor/ Cost Auditor/ Practicing Chartered or Cost Accountant**

We....., having our registered office address ..... and certificate number ..... certify that we are statutory auditor / cost auditor / practicing CA not being an employee / Director and not having any interest of the Company M/s ..... having it registered office at .....

We have understood the provisions of Public Procurement (Preference to Make in India) (PP-MII), Order 2017 enclosed in the above bidding document.

We hereby confirm that the bidders offer is achieving the minimum local content of:

- |                    |                          |
|--------------------|--------------------------|
| a. Minimum 50%:    | <input type="checkbox"/> |
| b. 20% <= LC <50%: | <input type="checkbox"/> |
| c. LC < 20%:       | <input type="checkbox"/> |

(Tick whichever is applicable.)

(Statutory auditor / Cost Auditor in case of a Company)

**OR**

(Practicing Chartered / Cost Accountant of the bidder in respect of suppliers other than Companies)



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Note:

1. This undertaking shall be certified by the authorized signatory of the bidder. Authorised signatory shall mean
  - a) The Proprietor in case of a proprietorship firm.
  - b) Any one of the partners having POA in case of a partnership firm.
  - c) Power of Attorney holder in case of a company
2. In addition, the undertaking shall be certified by Statutory auditors or cost auditors of the company (in case of a company) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) .

However, where statutory auditors are not mandatory as per laws of the country where bidder is registered, an independent chartered accountant, not being an Employee of the bidder's organization, may provide the certification.



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**ANNEXURE-K**

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF  
EARNEST MONEY DEPOSIT / BID SECURITY**

**(On Company Letterhead)**

I / We, the authorized signatory of M/s \_\_\_\_\_, participating in the subject Tender No: \_\_\_\_\_, for the job of \_\_\_\_\_, do hereby declare that in the event:

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

OR

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

OR

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 debarred from being eligible for bidding / award of all future tender(s) for a period as applicable per the Incident Management Policy of GeM/ Indian Oil's Holiday Listing Policy.

**Signature and seal of authorized signatory of bidder**

**Name of authorized signatory**

**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 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 UDYAM Registration Certificate:-

- a) Registration / Certificate Number:
  - b) Valid up to:
  - c) Issuing Authority:
  - d) Enterprise Status (as per UDYAM) :
2. Copy of proof of valid document / certificate (indicating registration no.) of being a Micro / Small Enterprises is enclosed.
  3. In case bidder is eligible to avail previous Enterprise Status ( i.e MICRO or SMALL) upon re-classification to higher Category (i.e MEDIUM), supporting document trail/clarification enclosed.
  4. Copy of SC/ST Certificate issued by competent authority is enclosed.

Place:

Signature of Authorized Signatory:

Date:

Name:

Seal:

Designation:



IndianOil  
A Maharatna  
Company

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ANNEXURE-M

**इंडियन ऑयल कॉर्पोरेशन लिमिटेड**

प्रधान कार्यालय

'इंडियनऑयल भवन', जी- 9, अली यावर जंग मार्ग,  
बान्द्रा (पूर्व), मुंबई - 400 051.

**Indian Oil Corporation Limited**  
Head Office

'IndianOil Bhavan' G-9, Ali Yavar Jung Marg,  
Bandra (East), Mumbai - 400 051.

Phone : 022-2644 7000



**विपणन प्रभाग**

**Marketing Division**

Ref:

Dated:

To,

Sub: Tender no. \_\_\_\_\_ for \_\_\_\_\_

Dear Sir

**Declaration by Indian Oil Corporation  
Limited**

IndianOil Corporation Limited (IOCL) hereby declares that IOCL has signed an MOU dated 18<sup>th</sup> January 2008 with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles of transparency, equity and competitiveness in public procurement. The said MOU can be accessed at the IOCL website i.e. <https://www.iocl.com/download/DraftMOU.pdf>

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

This Declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the Corporation.

Yours faithfully,

For and on behalf of Indian Oil Corporation Limited

(Authorized Signatory)

Note: The copy of the Integrity Agreement, duly signed by the Authorised Signatory shall be provided to the bidders on specific request.

पंजीकृत कार्यालय : 'इंडियनऑयल भवन', जी-9, अली यावर जंग मार्ग, बान्द्रा (पूर्व), मुंबई - 400 051. (भारत)

Regd. Office : 'IndianOil Bhavan', G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai - 400 051, (INDIA)



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**INTEGRITY PACT AGREEMENT**

**Covering Letter required to be signed and submitted by the tenderer along with the Bid.**

Ref:

Dated:

To

Indian Oil Corporation Limited

-----

Sub: Submission of Offer for Tender No. \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir,

The Bidder acknowledges that Indian Oil Corporation Limited (IOCL) has signed the MOU with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender document.

The Bidder agrees that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which the tenderer will stand disqualified from the tendering process. The Bidder acknowledges that the Bid would be kept open in its original form without variation or modification for a period of \_\_\_\_ days (state the number of days from the last date for the receipt of tenders stated in the NIT) AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bid is finally accepted by IOCL. The Bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, IOCL shall have unqualified, absolute and unfettered right to disqualify the tenderer and reject the Bid in accordance with the terms and conditions of the tender.

Yours faithfully,

(Duly authorized Signatory of the Bidder)

(Note - One copy of this letter along with the Integrity Agreement duly signed must be returned along with the offer).



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### PROVISION OF CRITICAL DATA BACKUP OF JAYANT DEPOT AT IOCL HO SERVER & MODIFICATION IN THE FAN SLIP A5 SIZE FORMAT TO TICKET SIZE

(To be executed on plain paper and submitted along with Technical Bid / Tender Document. Integrity Pact agreement is to be signed by proprietor in case of Proprietary firm and by all the partners in case of Partnership firm or by all the partners / members of consortium/ unincorporated Joint Venture / Association of persons or by the authorized signatory in case of a Company including Joint venture)

(Marketing Division)

Tender No.: \_\_\_\_\_

#### INTEGRITY AGREEMENT

This Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

#### BETWEEN

Indian Oil Corporation Limited, a company duly incorporated and validly existing under the provisions of Companies Act, 1956 and having its registered office at Indian Oil Bhavan, 9, Ali Yavar Jung Marg, Bandra (East), Mumbai 400051 (hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

And

\_\_\_\_\_ (Name and address of the Individual/Firm/Company/Consortium members through \_\_\_\_\_ (mention details of duly authorized signatory), hereinafter referred as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

#### Preamble

WHEREAS the Principal/Owner has floated a tender (Tender No.: \_\_\_\_\_) (hereinafter referred to as "Tender") and intends to award, under laid down organizational procedures, contract/s purchase order/work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEMs), to monitor the Tender process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesseth as under:

#### Article 1: Commitment of the Principal/Owner

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:



- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal/Owner will, during the Tender process treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

**Article 2: Commitments of the Bidder(s)/Contractor(s)**

1. The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or document provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign principals/associates/agents/representatives, if any. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. Further, if an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. Copy of CVC guidelines dated 13/01/2012 is annexed hereto as **Annexure A1**.

- (e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per Proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
2. The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### **Article 3: Disqualification from Tender Process and Exclusion from Future Contracts**

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner is entitled to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/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 Principal/Owner.

2. The Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal/Owner may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

### **Article 4: Consequences of Breach**

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(/Contractor(s):

1. Forfeiture of EMD/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3, the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the Earnest Money Deposit/ Bid-Security amount of the Bidder/Contractor.
2. Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to the Chief Vigilance Officer.

**Article 5: Previous Transgression**

1. The Bidder declares that no previous transgressions occurred in the last 3 years from the date of bid submission, with any other public/government organization/Public Sector Enterprise impinging upon the anti-corruption approach in India that could justify his exclusion from the Tender process.

The date of transgression, for the purpose of disclosure by the Bidders, would be the date on which cognizance of the said transgression was taken by the competent authority of such public/government organisation/Public Sector Enterprise.

The period of transgression(s) is/are to be disclosed by the Bidders, is to be reckoned from the actual date of Bid submission.

2. Further the Bidder also declares that no transgression(s), are pending conclusion, even before the aforesaid period of three years. In case there is, the same shall also be disclosed by the Bidder.
3. If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
4. If the Bidder/Contractor can prove that he has resorted \recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

**Article 6: Equal Treatment of all Bidders/Contractors/Subcontractors**

1. The Bidder(s)/Contractor(s) has to undertake from all Subcontractors a commitment in conformity with this Integrity Pact. It shall be the responsibility of the Principal Contractor to ensure adoption of/conformity to IP by the Sub- Contractor. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this Agreement/Pact by any of its Sub-contractors/ Sub- vendors.
2. The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
3. The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact, between the Principal/Owner and the Bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

**Article 7: Independent External Monitors (IEMs)**

1. The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

2. The IEMs are not subject to instructions by the representatives of the parties and perform their functions neutrally and independently. They report to the Chairman, Indian Oil Corporation Limited.
3. The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor, pertaining to the Tender for which a complaint or issue is raised before them, as and when required. The Contractor will also grant the IEMs, upon their request and demonstration of valid interest, unrestricted and unconditional access to his or any of his sub-Contractor's project documentation. The IEMs are under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. For this purpose, IEMs are required to sign Non-Disclosure Agreement along with Declaration of No Conflict of Interest at the time of appointment as IEMs.
4. As soon as the IEMs notice, or believe to notice, a violation of this Pact, they will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations. Beyond this, the IEMs have no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
5. The IEMs will submit a written report to the Chairman, Indian Oil Corporation Limited within thirty days from the date of reference or intimation to them by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.
6. If the IEMs have reported to the Chairman, Indian Oil Corporation Limited a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman, IOCL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit the information directly to the Central Vigilance Commissioner

#### **Article 8- Duration of the Pact**

This Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the Contract, or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Chairman, IOCL.

#### **Article 9-Other Provisions**

1. This Pact is subject to Indian law, place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
2. Changes and supplements need to be made in writing. Side agreements have not been made.

3. If the Bidder is a Partnership Firm, IP is required to be signed by all the Partners. If the Bidder is a Consortium/ Unincorporated Joint Venture/Association of Persons, formed solely for the purpose of executing the tendered project, this Pact must be signed by all the Partners/ members of such Consortium/Unincorporated Joint Ventures/Association of Persons. In case Bidder is a Company, including Joint Venture Company, the Pact must be signed by a representative of the Company duly authorized by board resolution.
4. Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
5. Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this Agreement/Pact or interpretation thereof shall not be subject to arbitration.

#### **Article 10- LEGAL AND PRIOR RIGHTS**

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses:

\_\_\_\_\_

(For and on behalf of Principal/Owner)

\_\_\_\_\_

(For and on behalf of Bidder/Contractor) WITNESSES:

1.

\_\_\_\_\_

(signature, name and address)



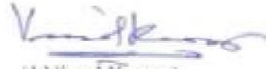
2.

\_\_\_\_\_

(signature, name and address)

**Note:** In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the last part of the Agreement.

**ANNEXURE-A1 ( Integrity Agreement)**

<p>Telegraphic Address : "SATARKTA: New Delhi</p> <p>E-Mail Address cenvigil@nic.in</p> <p>Website www.cvc.nic.in</p> <p>EPABX 24651001 - 07</p> <p>फैक्स/Fax : 24616286</p>	 <p>सत्यमेव जयते</p> <p><b>केन्द्रीय सतर्कता आयोग</b> <b>CENTRAL VIGILANCE COMMISSION</b></p>	 <p>सतर्कता भवन, जी.पी.ओ. कॉम्प्लेक्स, ब्लॉक-ए, आई.एन.ए., नई दिल्ली-110023 Satarkta Bhawan, G.P.O. Complex, Block A, INA, New Delhi 110023</p> <p>सं./No.....12-02-6-CTE/SPI(I)-2/161730</p> <p>दिनांक / Dated.....13.01.2012.....</p>
<p><b>Circular No. 03/01/12</b></p>		
<p><b>Sub: Consideration of Indian Agents.</b></p>		
<p><b>Ref: Commission's Circular Nos. 12-02-6-CTE/SPI(I)-2 dated 7.01.2003 and 21.04.2004</b></p>		
<p>*****</p>		
<p>The Commission has been stressing on the need for observing transparency and determination of prices in a fair market competition while dealing with the tenders relating to procurement. The above OMs were issued to reduce the possibility of collusion and cartelization among the bidders so that competitive fair market price of the items of procurement can be determined.</p>		
<p>2. A number of references have been received in the Commission citing certain specific situations and difficulties being faced in dealing with tenders. Therefore, the matter has been again examined by the Commission.</p>		
<p>3. In supersession to the earlier OMs dated 7.01.2003 and 21.04.2004, Commission has decided that in all cases of procurement, the following guidelines may be followed:</p>		
<p>a) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.</p>		
<p>b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.</p>		
<p>4. The tender conditions may be carefully prepared keeping in view the above guidelines.</p>		
<p>5. The receipt of these guidelines may please be acknowledged and circulated amongst the concerned officials for their information and guidance.</p>		
<p> (J. Vinod Kumar) Officer on Special Duty</p>		
<p>To: All CVOs of Ministries / Departments / PSUs / Banks / Insurance Companies / Autonomous Organizations / Societies / UTs.</p>		



**ANNEXURE-N**

**FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT**

(To be executed on Non judicial Stamp paper of appropriate value)

1. In consideration of the Indian Oil Corporation Limited (hereinafter called 'The Corporation') having agreed to accept from \_\_\_\_\_ (name of the tenderer) (hereinafter called 'the said tenderer') Earnest money in the form of Bank Guarantee, under the terms and conditions of Tender No. \_\_\_\_\_ dated \_\_\_\_\_ in connection with \_\_\_\_\_ (mention the details of the tender) (hereinafter called "the said tender"), for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of \_\_\_\_\_ days from the date of the opening of the tender and other stipulations of the tender we, \_\_\_\_\_ (indicate the name of the bank) hereinafter referred to as 'the Bank' at the request of \_\_\_\_\_ (mention the name of the tenderer) do hereby undertake to pay on demand to the Indian Oil Corporation Limited an amount not exceeding Rs. \_\_\_\_\_ in the event of the said tenderer having incurred forfeiture of earnest money as aforesaid or for the breach of any of the terms or conditions or the stipulations of the said tender and/ or the contract if awarded including but not limited to non-performance of the contract caused due to revision in price/ pricing basis after close of the pricing part of the tender under an order of the Indian Oil Corporation limited.
2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Indian Oil Corporation Limited stating that the amount claimed is due by way of forfeiture of earnest money or any loss or damage caused to or suffered or would be caused to or suffered by the Indian Oil Corporation Limited by reason of breach by the said tenderer any of the terms or conditions or stipulations perform the stipulations of the said tender. 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 \_\_\_\_\_ (indicate the name of the bank) undertake to pay to the Indian Oil Corporation Limited any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or Tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by the bank under this bond shall be a valid discharge of our liability for payment there under and the tenderer shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the terms, conditions or stipulation of the said tender and



that it shall continue to be enforceable till all the dues of the Indian Oil Corporation Limited under or by virtue of the said tender/ contract have been fully paid and its claims satisfied or discharged or till Indian Oil Corporation Limited certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tender and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

5. We \_\_\_\_\_ (indicate the name of the bank) further agree with the Indian Oil Corporation Limited that the Indian Oil Corporation Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or to extend time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Indian Oil Corporation Limited against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said tender and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of Indian Oil Corporation Limited or any indulgence by the Indian Oil Corporation Limited to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the tenderer.
7. We, \_\_\_\_\_ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Indian Oil Corporation Limited in writing.

Dated the \_\_\_ day of \_\_\_ 20\_\_

For \_\_\_\_\_

(Indicate the name of bank)

Place:

Date:

**ANNEXURE-O**

**UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR**

(On letter head of bidder)

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 and Regulation) Act, 1986 and other applicable laws.
- c) We as well as our nominated sub-contractor(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and 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.

Place:

Date:

Signature of Bidder:

Name of Signatory:



**TENDER No :- MPSO/OPS/JNT/ST/24-25/01**

**PROVISION OF CRITICAL DATA BACKUP OF JAYANT DEPOT AT IOCL HO SERVER & MODIFICATION IN THE FAN SLIP A5 SIZE FORMAT TO TICKET SIZE**

**ANNEXURE-P**

**PAYMENT TO VENDORS THROUGH ELECTRONIC MODE**

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. Tenderers 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

Enclosure: Cancelled Cheque

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

Authorized Signatory

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

**SAFETY DECLARATION**

**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 Clause 16 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.

Signature:

Name:

Address:

Date:

**ANNEXURE-R**

**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 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 contract. 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.
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

**ANNEXURE-S**

**INDEMNITY BOND UNDERTAKING FOR PF (FOR SERVICES)**

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

THIS INDEMNITY BOND/ UNDERTAKING executed at..... this ..... day ..... of ..... by 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 Contractors hereby 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 thereunder and will ensure compliance under the Act.
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 is 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-T**

**INDEMNITY BOND UNDERTAKING FOR ESIC (FOR SERVICE)**

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

THIS INDEMNITY BOND/ UNDERTAKING executed at..... This  
..... day of .....by 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, 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 / 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 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 Contractors hereby 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 they are fully aware of the provisions of the ESIC Act, and the rules made thereunder and will ensure compliance, if the same is applicable.
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.

7. The Contractor hereby agree that the aforesaid indemnity undertaking is 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 to 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 Seal:

Date:



**TENDER No :- MPSO/OPS/JNT/ST/24-25/01**

**PROVISION OF CRITICAL DATA BACKUP OF JAYANT DEPOT AT IOCL HO SERVER & MODIFICATION IN THE FAN SLIP A5 SIZE FORMAT TO TICKET SIZE**

**ANNEXURE-U**

**BANK GUARANTEE FOR SECURITY DEPOSIT (FOR SERVICE)**

**(FOR INDIAN VENDORS)  
(ON STAMP PAPER OF APPROPRIATE VALUE)**

Contract No: \_\_\_\_\_

Bank Guarantee No.	
Date:	
Amount:	
Valid up to:	

**Indian Oil Corporation Limited  
(Marketing Division)  
(TO BE ADRESSED TO CONCERNED OFFICE)**

**BANK GUARANTEE PROFORMA IN LIEU OF SECURITY DEPOSIT**

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 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 \_\_\_\_\_ 200

For \_\_\_\_\_ (indicate the name of Bank)

PLACE....

DATE.....

**FORM OF CONTRACT (FOR SERVICE)**

(On non-judicial stamp paper of appropriate value)

(To be executed on award of the work)

THIS CONTRACT made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ 201 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, Ali Yavar Jung Marg, Bandra (East), Bombay- 400 051 and the Headquarters at G-9, Ali Yavar Jung Marg, Bandra (East), Bombay- 400 051 Mumbai (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**

The following documents shall constitute the Contract documents, namely

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

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

**ARTICLE - 2**

**Work to Be Performed**

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

**ARTICLE - 3**

Compensation

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

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

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, contacts and/ or agreements and understandings relative to the work are hereby cancelled.

**ARTICLE - 6**

Notices

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.

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 Acknowledgement Due to the principal office of the 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**

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-Assignability**

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 for and on behalf of

..... (CONTRACTOR)

by.....

(This day of \_\_\_\_\_ 20\_\_)

in the presence of

- 1.
- 2.



**TENDER No :- MPSO/OPS/JNT/ST/24-25/01**

**PROVISION OF CRITICAL DATA BACKUP OF JAYANT DEPOT AT IOCL HO SERVER & MODIFICATION IN THE FAN SLIP A5 SIZE FORMAT TO TICKET SIZE**

**ANNEXURE-W**

**PROFORMA OF PERFORMANCE BANK GUARANTEE (FOR GOODS)**

**(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 its 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 5% 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:

1. 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 reference to 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 5% 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.
2. 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

\_\_\_\_\_ after which date it will automatically lapse unless a demand is made by the Corporation before that date.

3. 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.
4. 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.
5. 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.
6. 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.
7. Notwithstanding anything contained herein before our liability under this Guarantee is restricted to Rs.\_\_\_\_\_.
8. 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 \_\_\_\_\_

**ANNEXURE-X**

**PURCHASE AGREEMENT (FOR GOODS)**

**(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, incorporated under the Indian Companies Act I of 1956, being an Government Company and having its Registered Office at G-9, 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, 2013 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. PERFORMANCE BANK GUARANTEE / PERFORMANCE SECURITY:**

The Sellers shall deposit with the Corporation a Sum of Rs. \_\_\_\_\_ by Cash (as Bank transfer) or Bank Guarantee on our Standard Form within .....days of the date of order/award of contract. The Corporation shall hold this amount as Performance security (PBG) 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 to the Corporation under the terms of this Agreement may be deducted from or paid by the Sale of a sufficient part of the Performance security(PBG) 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 Performance security(PBG) being reduced by any reason or such deduction or sale as aforesaid, the Sellers shall within 15 days thereafter make good in Cash (as bank transfer) or only Demand Draft any sum or sums which may have been deducted from/or raised by Sale of the Performance security(PBG) or any part thereof.

The Performance security (PBG) lodged by the Sellers shall be refunded after the expiry of ..... months from the date of satisfactory completion of all contractual obligations as applicable (including warrantee obligations / Defect Liability Period / warranty period ) plus the claim lodgement period, if any.

**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. TIME FOR A RATE OF DELIVERY / DESPATCH, THE ESSENCE OF THE CONTRCT**

The time given for delivery / despatch shall commence from date of the Purchase Order / Contract by the Seller.

The time for and the rate of delivery / despatch stipulated in the said Purchase Order / Contract for the delivery or despatch of the equipment / materials shall be deemed to be the essence of the contract and should Seller fail to deliver / despatch the same within the scheduled delivery period, the Corporation shall be entitled to withhold the payment, if necessary, until the quantity against the order has been supplied and also to recover from the seller the penalty as stipulated in the Agreement. Alternatively, at the option of the Corporation, the Corporation shall be entitled to purchase from elsewhere on the account and at the risk of the Seller, the equipment / materials thereof which the Seller has failed to deliver / despatch as aforesaid or if not available the best and nearest available substitute thereof, or to cancel the contract and the Seller shall be liable for any loss or damage which the Corporation may sustain by reasons of such failure on the part of the seller.

**6. PRICE REDUCTION FOR DELAYS IN DELIVERY:**

The Sellers hereby agree to pay to the Corporation by way of price reduction 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 Reduction for Delay, date of receipt of material at consignee location shall be taken as date of supply.

## **7. 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) above 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.

## **8. PAYMENT:**

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

## **9. AGREEMENT:**

9.1 This Agreement is subject to terms and conditions contained in the tender in so far as the same is not inconsistent with or repugnant to the above clauses. A copy of the terms and conditions contained in the tender would be deemed to have been studied and agreed to by the Contractors before their signing this agreement. In case of any inconsistency, the order of precedence under Special Terms and Conditions / tender document shall prevail.

9.2 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.



**TENDER No :- MPSO/OPS/JNT/ST/24-25/01**

**PROVISION OF CRITICAL DATA BACKUP OF JAYANT DEPOT AT IOCL HO SERVER & MODIFICATION IN THE FAN SLIP A5 SIZE FORMAT TO TICKET SIZE**

SIGNATURE OF (SELLER)

SIGNATURE OF (CORPORATION)

WITNESS

WITNESS

1.

1.

2.

2.

Date:

Place:

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