

	Tender No.	<del>SG/B269-414-KA-MR-5210/4</del>
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<b>3(b)</b>	<p><b><u>THIRD PARTY INSPECTION CHARGES:-</u></b></p> <p>Quoted prices are:</p> <p>i) Inclusive of charges for all facilities required for testing and all inspection requirements specified in the technical specifications and documents enclosed with the TENDER inclusive of destructive testing charges (if any), all expenses like travel, incidental and fees payable to third party inspectors.} .</p> <p>ii) Inclusive of all IBR/IGC/NACE/Radiography charges as per IOCL's technical specifications and the documents enclosed with the TENDER .</p>	<b>CONFIRMED</b>
<b>3(c)1</b>	<p><b><u>FREIGHT</u></b></p> <p>i. Confirm firm freight charges quoted extra (<i>below at the end of this sheet</i>) . Indicate also GST rate applicable on it.</p> <p>ii. Vendor to despatch the materials only through reputed and bank approved transporters having office / godown at or nearby the Refinery Site. In case the material is despatched through any other transporter, the same shall be "door delivery, consignee copy attached" basis and payment shall be released only after receipt of materials at IOCL Stores irrespective of payment terms mentioned in any other clause.</p>	<b>CONFIRMED</b>
<b>3(c)2</b>	<p>iii. If a supplier does not quote freight charges and indicates that the freight is on to pay basis or "extra at actual" then his ex-works price shall be loaded with the maximum freight charges quoted by other bidders or maximum pro-rated freight charges (with respect to approximate distance) quoted by other bidders or by 5% (for items other than pipes) or 7% (for pipes), whichever is most. After loading, if the same Bidder becomes L1 (lowest) then the order will be placed based on Freight Charges payable extra at actual subject to maximum freight charges by which the prices of the L1 bidder has been loaded.</p>	<b>CONFIRMED</b>
<b>3(c)3</b>	<p>iv. If bidder has mentioned freight as "quoted" in the unpriced bid / Agreed terms &amp; Conditions (ATC) but has not mentioned freight charges in priced bid , as asked to quote in the tender (bidder may be asked to quote freight charges in the priced bid or the bidder may be asked to quote freight charges in percentage of basic price in ATC), then the basic price quoted shall be considered as inclusive of freight charges and no further confirmation from vendor shall be sought. Evaluation and ordering shall be done considering freight charges as Nil.</p> <p>v. In case of ODC/OWC bidders shall have to mandatorily quote for freight upto Project site / Refinery Stores. In case the bidder does not quote the freight charges, their offer shall be liable for rejection.</p>	<b>CONFIRMED</b>
<p><b><u>APPLICABLE TAXES:-</u></b></p> <p>Please Note, In case of single bid tendering, if rate of GST is not quoted by the bidder in the unpriced bid or 4(c) and in 4(d) then evaluation shall be done considering maximum rate of GST quoted by other bidders against the tender. However, after evaluation if such bidder is L1 then actual applicable rate of GST shall be sought before ordering.</p>		
<b>4 (a)</b>	<p><b><u>Type of Vendor:-</u></b></p> <p>If Vendor is GST Composition Scheme vendor , Please submit the copy of the declaration i.e., FORM GST –CMP 01 or FORM GST CMP 02 alongwith the offer.</p>	<b>SELECT FROM DROPDOWN</b>

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4 (b)	<p><b><u>HSN &amp; SAC CODE:-</u></b> Please confirm that HSN (Harmonized System of Nomenclature) code of goods or SAC (Service Accounting Code) of services /PWCAMC/PWAMC if any are given below ( <i>at the end of this sheet</i> ). In case there are different HSN/SAC for different items, same may be indicated in the Unpriced BOQ.</p>	SELECT FROM DROPDOWN
4 (c)	<p><b><u>GOODS &amp; SERVICE TAX (GST) RATES:-</u></b> Please confirm whether quoted <b>rate(s) of GST</b> on the supplies (including spares) as well on Inspection &amp; Freight Charges is <b>Extra</b> on your quoted prices. Same not to be included in the quoted price.</p> <p>The GST amount shall be released only on receipt of GST Invoice.</p>	GST EXTRA-Indicated below ( end of this sheet )
4(d)	<p>Only statutory variations, if any, in the present rate of GST, shall be reimbursed as under:</p> <ol style="list-style-type: none"> <li>1. Any statutory increase in the GST or any new or additional taxes or duties imposed within the Contractual delivery Date or extended Contractual Delivery Date shall be to IOCL's account whereas if it is after contractual delivery it shall be to BIDDER'S account. Any corresponding decrease on account of above shall be passed on to IOCL</li> <li>2. Any variation in GST at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by bidder.</li> <li>3. In case GST or any taxes or duties is not applicable at present but becomes applicable at the time of contractual delivery period due to any reasons other than statutory, the same shall be borne by bidder.</li> </ol>	CONFIRMED
4(e)	<p>As You were not eligible for input tax credit of Central &amp; State Taxes in pre-GST period but under GST you are entitled to full credit of GST paid and you shall have benefit of incremental input tax credit under the GST regime as above. As such you need to pass on the benefit of your incremental input tax credit to IOCL. Accordingly, Please quote your best basic prices (In Priced BoQ )</p>	CONFIRMED
4 (f)	<p>Please indicate whether quoted rate(s) of GST on Installation and Commissioning charge /Supervision/Site Work/Training/Hazop/3-D Modelling/PWCAMC/PWAMC ( If any ) is Extra on your quoted prices.</p>	GST EXTRA-Indicated below ( end of this sheet )
<p><b><u>COMMERCIAL LOADING :-</u></b> Commercial Loading is not applicable for this Enquiry. Bidder to comply the terms &amp; conditions of Enquiry Document. Ø Please note if bidder does not confirm acceptance for following terms as per tender then loading shall be done against following serial numbers as per ITB &amp; this ATC read together or Offer may be rejected .</p>		
5	<p><b><u>PAYMENT TERM:-</u></b> Please confirm acceptance to payment terms as per ITB / BDS.</p> <p>Initial Advance payment along with order is not acceptable. However, progressive payment as specified in the Commercial Terms enclosed on achievement of specific milestones (under applicable payment terms) shall be against equivalent Advance Bank Guarantee as per IOCL format along with GST Invoice for all payments before despatch.</p>	Confirmed

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5(a)	<p>If confirmed to payment terms as per ITB, please select amongst the below options:</p> <p>a) 100 % of the relative Price of Material(s) within 30 days of receipt of the Material(s) at Project Site and their acceptance.-</p> <p>b) 90% of the relative Price of Material(s) on delivery of the documents specified in 5.2(e) of IOCL General Purchase Conditions; and balance 10% of the Vendor's invoice within 30 (thirty) days of receipt of Material(s) at Refinery Stores/Project Site and their acceptance-</p> <p>e) 90% of the relative price against the documents specified in 5.2(e) of IOCL General Purchase Conditions through IOCL's bankers and balance 10% on the Vendor's invoice within 30 (thirty) days of receipt of Material(s) at the Refinery Stores /Project Site and its/their acceptance-</p>	Not Applicable
<p><u>Please Note:-</u> If bidder quotes any other payment terms, if acceptable to IOCL, loading for Simple Interest implication as per ITB. This loading shall be done for differential payment terms &amp; time period.</p>		
6	<p><b><u>PERFORMANCE BANK GUARANTEE (PBG):-</u></b> Please confirm that you will furnish Performance Bank Guarantee as per ITB/SPC. The PBG should be sent to us directly by your Banker and the bank should confirm regarding issue of BG on enquiry by IOCL.</p>	Confirmed
<p><u>Please Note:-</u> In case of non acceptance of the PBG, FOT dispatch point price shall be loaded as per ITB.</p>		
7	<p><b><u>PRICE REDUCTION SCHEDULE DUE TO DELAY IN DELIVERY :-</u></b> Confirm acceptance to Cl. No. 12 (Respect for Delivery dates &amp; Price Discount) of IOCL's GPC &amp; Amendment to GPC.</p> <p>Bidder shall submit credit note / adjustment in GST Invoice for PRS, if applicable, on account of delay in delivery. This is with respect to cases wherein Bidder has not considered the applicable PRS in GST Invoice.</p>	Confirmed
<p><u>Please Note:-</u> In case the vendor does not accept Cl. No. 12 of GPC (Discount by way of Price Adjustment due to delayed delivery), their FOR/FOT despatch point prices shall be loaded as per ITB.</p>		
8	<p><b><u>DELIVERY PERIOD AND TIME PERIOD FOR SITE WORK:-</u></b> Please confirm acceptance to delivery period as stipulated in the TENDER .  This delivery period shall be reckoned from the date of Letter of Acceptance (if issued) else from date of Purchase Order.</p>	CONFIRMED
9	<p>Confirm that the goods shall be guaranteed as per Clause 1 d i or 1 d ii of IOCL GPC ( Applicability of 1 d i or 1 d ii shall be as per Clause 16 of Salient Points of ITB) , unless otherwise specifically mentioned in the Tender Documents.</p>	CONFIRMED

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<b>10</b>	Part Order: i. Acceptance of Part Order as per GPC Clause No. 33 without any value / quantity limitation ii. Any charges quoted extra as lumpsum (like IBR, Testing, freight, etc.) shall be applicable prorata on value basis in the event of part order / part quantities / split order.	<b>SELECT FROM DROP DOWN</b>
<b>11</b>	Confirm acceptance of Repeat Purchase order(s) as per IOCL's requirement as stated in GPC & ITB read together, with the same rate and terms & conditions within 6 months from the date of original Purchase Order.  Note: Acceptance of Repeat Order does not guarantee Repeat Ordering and is not a part of evaluation.	<b>SELECT FROM DROP DOWN</b>
<b><u>EARNEST MONEY DEPOSIT (EMD):-</u></b>		
<b>12(a)</b>	Please confirm having submitted Earnest Money Deposit (EMD) as per NIT , wherever called for.	<b>Not applicable for this tender.</b>
<b>12(b)</b>	Please confirm having submitted Declaration in lieu of Earnest Money Deposit (EMD) as per NIT , wherever called for. OR PRN No.of Online submitted EMD OR Bank Guarantee No. with Date of Issue & Expiry OR On date valid MSE/UAM certificate No. with date of issue.	<b>CONFIRMED</b>
<b><u>GOVT OF INDIA POLICIES :-</u></b>		
<b><u>Public Procurement Policy for Micro &amp; Small Enterprises (MSEs) Order, 2012</u></b>		
<b>13(a)</b>	Confirm whether the bidder is an MSE bidder or not	<b>SELECT FROM DROPDOWN</b>
<b>13(b)</b>	Confirm that you have attached the copy of certificate of registration with any one of the agencies stated in the tender document and specified by Ministry of MSME along with your bid to avail the benefits/preference to MSEs	<b>SELECT FROM DROPDOWN</b>
<b>13(c)</b>	In case the bidder is an MSE bidder; please further confirm whether it is an SC/ST owned MSE	<b>SELECT FROM DROPDOWN</b>
<b>13(d)</b>	Confirm that you have attached the copy of SC/ST certificate issued by District Authority.	<b>SELECT FROM DROPDOWN</b>

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13(e)	In case the bidder is an MSE bidder; please further confirm whether it is an women owned MSE. If yes, then confirm submission of relevant documents	<b>SELECT FROM DROPDOWN</b>
13(f)	UDYAM REGISTRATION NUMBER	
13(g)	<b>Confirm that you are a Trader of the Quoted Items. In case being Trader, you shall not be eligible for Purchase Preference.</b>	<b>SELECT FROM DROPDOWN</b>
<b><u>Startup Bidder</u></b>		
14(a)	Confirm whether the bidder is a startup. The definition of startup shall be as per the latest Gazette Notification of Govt. of India.	<b>SELECT FROM DROPDOWN</b>
14(b)	If so, please confirm that you have submitted documents and Certificate of Recognition (generated by DPIIT, GoI/Certificate of incorporation/Audited P/L statement of all FY since incorporation) to prove your claim.	<b>SELECT FROM DROPDOWN</b>
<b><u>Purchase Preference linked with Local Content</u></b>		
15(a)	Confirm whether you are eligible for Purchase Preference linked with Local Content. For details please refer ITB	<b>SELECT FROM DROPDOWN</b>
15(c)	If so please confirm that you have submitted "Declarations Form for availing Purchase Preference" as per ITB	<b>SELECT FROM DROPDOWN</b>
15(d)	If so please confirm that you have submitted "Undertaking" from Authorized signatory of Supplier or Statutory Auditor / Chartered Accountant of the bidder ( as the case may be ) as per ITB	<b>SELECT FROM DROPDOWN</b>
<b><u>DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS (DMEP)</u></b>		
16(a)	Confirm whether you are eligible for Purchase Preference linked with Public Procurement policy ( Local content) Electronic Products. For details please refer ITB	<b>Not Applicable</b>
16(b)	If so please confirm that you have submitted "Undertaking" from Authorized signatory of Supplier or Statutory Auditor / Chartered Accountant of the bidder ( as the case may be ) as per ITB	<b>Not Applicable</b>
<b><u>DOMESTICALLY MANUFACTURED IRON &amp; STEEL PRODUCTS (DMI&amp;SP)</u></b>		
17(a)	Confirm that you have complied the Policy related to Domestically Manufactured Iron & Steel Products (DMI&SP) . For details please refer ITB	<b>SELECT FROM DROPDOWN</b>
17(b)	If so please confirm that you have submitted "Authorization Certificate" as per ITB	<b>SELECT FROM DROPDOWN</b>
17(c)	If so please confirm that you have submitted "Affidavit of Self-Certification" (Form -1) as per ITB	<b>SELECT FROM DROPDOWN</b>

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17(d)	If so please confirm that you have submitted "Other Requisite Documents " as per ITB	<b>SELECT FROM DROPDOWN</b>
<b>Restriction for bidders from Countries which shares land border with India</b>		
18	<b>Bidder to confirm that They are not from such a country which shares land border with India and they are eligible to be considered for this tender. ( in line with OM no 6/18/2019-PPD PUBLIC PROCUREMENT 1 &amp;2 DTD 23.07.2020 AND 24.07.2020 FROM MINISTRY OF FINANCE, GOVT OF INDIA)</b>	<b>SELECT FROM DROPDOWN</b>
<b><u>VALIDITY OF OFFER:-</u></b>		
19(a)	Validity: Validity of the offer shall be shall be as per ITB / BDS	<b>CONFIRMED</b>
19(b)	On account of exigencies, if the bidder is requested to extend the validity of their offer, the same should be extended with or without price implication. Indian Oil will also have the option to cancel the tender in such cases and refloat the tender.	<b>CONFIRMED</b>
<b><u>IN CASE OF CHEMICALS:-</u></b>		
20 A	Certificate of Analysis (COA) will be sent along with consignment  MSDS will be sent along with consignment	<b>CONFIRMED</b>
20 B	If Cylinder is used as mode of packing as per Tender Requirement:  Please confirm rent-free period of cylinders as per tender conditions.	<b>CONFIRMED</b>
21	If Cylinder is used as mode of packing as per Tender Requirement:  Please indicate per day per cylinder rent after expiry of offered rent-free period	
22	Confirm whether the product offered is based on IOC formulation and have valid agreement to pay the royalty to IOCL on the basis of sale of such products .	<b>SELECT FROM DROPDOWN</b>
23	If yes to above, give the extent of royalty inflow net of prevailing taxes/surcharge.	
<b><u>VENDOR DETAIL:-</u></b>		

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<b>24(a)</b>	<b>Vendor who is registered with IOCL:-</b> Please mention your active IOCL Vendor code against which all details are updated at IOCL and you have recently received the online payment from IOCL.	
<b>24(b)</b>	Vendor who is not registered with IOCL for online payments / not having IOCL vendor code/existing vendor desiring to change the bank details, may submit requisite details as sought in "9-Bank_Mandate" Sheet of this document	<b>CONFIRMED</b>
<b>OTHER DETAIL:-</b>		
<b>25</b>	Please confirm that the Shelf Life as sought in Technical Specification is complied with	<b>CONFIRMED</b>
<b>26</b>	If no Shelf Life Clause is stated in Technical Specification, please indicate the same	
<b>27</b>	Please note that the best prices are given strictly as per Price BOQ	<b>CONFIRMED</b>
<b>28</b>	Please note that you will dispatch the materials on "Freight paid basis" by IOCL / Bank approved Transporter having delivery office at Refinery location. Pl. note & confirm.	<b>CONFIRMED</b>
<b>29</b>	Spares Parts, Tools & Tackles:  Confirm that your quoted prices are inclusive of all commissioning spares as stipulated in the tender documents.  Confirm that you have included / quoted for mandatory spares as required in the tender documents.  Confirm that item wise unit price of Recommended spare parts for two years' operation have been quoted separately, indicating Dispatch quantity, as required in the tender document. Special Tools and Tackles as specified in the MR/Technical Specification are included in the quoted prices.	<b>CONFIRMED</b>
<b>30</b>	Transit risk insurance shall be covered by the Owner against their MCE (Marine cum Erection) Policy and the same shall not be included in the quoted prices.	<b>CONFIRMED</b>
<b>31</b>	Please note that unless otherwise specified, part dispatches will not be allowed and vendor has to supply materials in one lot.	<b>CONFIRMED</b>
<b>32</b>	Please note that all relevant Third Party Inspection Release Notes, IBR Certificate, Test Certificates etc. (as applicable) shall be submitted along-with the dispatch documents & supplied materials.	<b>CONFIRMED</b>
<b>33</b>	Please confirm acceptance the following in toto. <u>Bidder is not required to submit soft/hard copy of them.</u> a) NIT b) General Purchase Conditions c) Instructions to Bidder ( ITB ) d) Terms & Conditions for supervision of Erection, Testing & Commissioning / Training for Indigenous Bidders ( if applicable ) e) Terms & Conditions for Site Work / HSE ( if applicable ) f) Integrity Pact ( if applicable ) g) Special Purchase Conditions ( if applicable ) h) Terms & Conditions for 3-D modelling ( if applicable )	<b>CONFIRMED</b>

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34	<u><b>DECLARATION:-</b></u> Whether any of the Directors of BIDDER is a relative of any Director of Owner or the BIDDER is a firm in which any Director of Owner or his relative is a Partner or the BIDDER is a private company in which any director of Owner is a member or Director. List of Indian Oil Directors may be taken from <a href="http://www.iocl.com">www.iocl.com</a>	<b>NO RELATIONSHIP</b>

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<b>35</b>	Please confirm you have not been banned or de listed by Indian Oil Corporation Limited or its Administrative Ministry (i.e. Ministry of Petroleum & Natural Gas, Government of India). If you have been banned, then this fact must be clearly stated.  Confirm that the Proforma Of Declaration Of Black Listing / Holiday Listing has been attached	<b>CONFIRMED</b>
<b>36</b>	Bidder confirms that they are not under liquidation, insolvency, court receivership or similar proceedings.	<b>CONFIRMED</b>
<b>37</b>	Deviations to Terms & Conditions shall lead to <del>loading of prices as per Commercial Terms of TENDER</del> or rejection of offer. Please confirm acceptance.	<b>CONFIRMED</b>
<b>38</b>	Any claim arising out of order shall be sent to IOCL in writing within 3 months from the date of last Dispatch. In case the claim is received after 3 months, the same shall not be entertained by IOCL.	<b>CONFIRMED</b>
<b>39</b>	Please confirm submission of details, documents self-certifications and declarations for meeting Net Worth condition as per ITB ( if applicable )	<b>CONFIRMED</b>
<b>BIDDER INPUTS :-</b>		
<b>A</b>	SPECIFY DESPATCH POINT	
<b>B</b>	GSTIN NO. OF DESPATCH POINT	
<b>C</b>	SPECIFY INVOICING PLACE	
<b>D</b>	GSTIN NO. OF INVOICING PLACE	
<b>E</b>	<b>FRIEGHT CHARGES EXTRA UPTO PROJECT SITE</b>	<b>Quoted in Price Schedule Format / BOQ</b>

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<b>F</b>	HSN CODE OF GOODS	
<b>G</b>	GST APPLICABLE ON QUOTED FOT DESPATCH POINT PRICES	<b>Quoted In Price Schedule Format/BOQ</b>
<b>H</b>	GST RATE APPLICABLE ON FREIGHT be considered same as GST applicable on Materials/Supply.	<b>CONFIRMED</b>
<b>I</b>	SAC CODE FOR SITE SUPERVISION / SITE WORK / TRAINING CHARGES/ PWCAMC/PWAMC/ HAZOP / 3-D MODELLING	
<b>J</b>	GST APPLICABLE EXTRA ON QUOTED SITE SUPERVISION / SITE WORK / TRAINING CHARGES/ PWCAMC/PWAMC	<b>Quoted In Price Schedule Format / BOQ</b>
<b>K</b>	CURRENCY OF QUOTE	<b>INR</b>
<b>L</b>	ANY OTHER TAX/LEVY OTHER THAN GST, IS INCLUDED IN QUOTED PRICE	<b>CONFIRMED</b>
<p>In case of any conflict in the terms mentioned in this Agreed Terms and Conditions (ATC) and elsewhere in the Offer, the terms indicated in ATC shall supersede. However, in case any hierarchy is defined elsewhere in the tender documents then the hierarchy shall prevail in case of any conflict in terms and conditions.</p> <p>Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms &amp; conditions mentioned elsewhere in the offer, the confirmation given above in this ATC shall prevail.</p>		
<b>UNDERTAKING-</b>		
1	We confirm that we have filled <b>ATC</b> indigenous as per sheet "ATC(ind) " of this XL file.	
2	We confirm that we have filled <b>Deviations (If any)</b> as per sheet "DEVIATIONS STATEMENT- TECHNICAL" & "DEVIATIONS STATEMENT- COMMERCIAL" of this XL File.	
3	We confirm that we have filled <b>Proforma for PQC</b> as per sheet - "PQC Doc- details" of this XL file.(If Applicable)	
4	We confirm that we have filled <b>unpriced BOQ</b> as per sheet "Unpriced-BOQ" of this XL file. Unpriced BOQ need not be filled in case GST Rates and HSN Codes are the same for all the line items to be added	
5	We confirm that we have filled <b>Holiday List Declaration</b> as per sheet "Holiday-List-Declaration" of this XL file.	
6	We confirm that we have filled <b>Non Tampering Declaration</b> as per sheet "NON-TAMPERING_DECLARATION" of this XL file.	
7	We confirm that we have filled <b>Contact Details</b> as per sheet "Contact Details" of this XL file.	
	<b>Offer Reference No. with date.</b>	..... Dtd .....
	<b>Vendor's Name</b>	.....
	<b>Authorised Person's Name (s):</b>	.....
	<b>Designation</b>	.....
	<b>Email ID (s)</b>	.....
	<b>Mobile No. (s)</b>	.....
	<b>Tel. No. (s)</b>	.....
	<b>Fax No.</b>	.....
	<b>Address</b>	.....

<b>Annexure -2(b)-ATC (Import)</b>		
<b>THIS DOCUMENT IS APPLICABLE FOR FOREIGN BIDDERS ONLY &amp; QUOTATIONS IN NON INDIAN CURRENCY</b>		
<b>Instructions to Fill ATC ( Below) and Annexures ( Deviations, Declaration on acceptance , etc. ) at different work sheets of this XL file.</b>		
<p>1. This workbook is protected, except for cells where comments/confirmation is to be given by bidder.</p> <p>2. Bidder is advised not to unprotect/tamper the sheet/ alter the terms mentioned in the sheet.</p> <p>3. Any alteration to terms mentioned by IOCL will be considered as tampering and bidder's offer shall be liable for rejection.</p> <p>4. Bidders are advised to only fill the unprotected cells ( white cells) by dropdown or writing the comments as applicable as their confirmation . Failure on the part of bidder in not returning this duly filled-up questionnaire with all the sets of unpriced quotation and/or submitting incomplete replies may lead to rejection of bidder's quotation.</p> <p>5. All the commercial terms and conditions shall be indicated by vendor in this format only and nowhere else in his quotation. However, in case the space for vendor's reply is not sufficient against a particular question, the vendor shall furnish same by way of separate annexure/sheet attached to this questionnaire, indicating cross-reference of respective clauses.</p>		
<b>AGREED TERMS &amp; CONDITIONS(ATC)-IMPORT</b>		
<b>EACH POINT MUST BE CONFIRMED / COMMENTED UPON AND MUST BE SUBMITTED ALONG WITH THE</b>		
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<b><u>DEVIATIONS' IF ANY</u></b>		
1 (a)	Confirm that no technical deviation has been taken in your Offer from IOCL tender requirements.	<b>SELECT FROM DROP DOWN</b>
1(b)	Confirm that sample as required is submitted & submission proof of Tender Sample as per requirement in Technical section is attached.	<b>SELECT FROM DROP DOWN</b>
1 (c)	Confirm that no commercial deviation has been taken in your Offer from IOCL tender requirements.	<b>SELECT FROM DROP DOWN</b>
<b><u>INCOTERM</u></b>		
All charges like P&F, inland transit up to FOB/FCA International port of exit, FOB/FCA charges etc., should be included by bidder in their prices.		
2(a)	Indicate the Currency of quoted prices.Change in currency once quoted will not be allowed. Bidder shall quote in USD / EUR / GBP/ JPY / SGD	<b>SELECT FROM DROP DOWN</b>
2(b)	<p>In case of any Indian Supply or Services, the same shall be quoted only in INR clearly indicating in the offer the name and contact details of the Indian party on whom the order has to be placed. <b>However, acceptance of such supplies / services shall be subject to IOCL's acceptance.</b></p> <p>The INDIAN Supply and or Service Component shall be governed by terms and conditions as per ATC_Indigenous which needs to be submitted along with ATC_Foreign by the Foreign Bidder.</p> <p>The INDIAN Supply or Service Component shall be quoted by the Foreign Bidder in BoQ1 (Indian Supply), BoQ3 (Indian Service). This INDIAN Supply and or Service Component shall be summed with the FOREIGN Supply and or Service Quotes quoted in BoQ2 (Foreign Supply), BoQ4 (Foreign Service) and together shall be used for evaluation as per Evaluation Philosophy.</p>	<b>CONFIRMED</b>

	Tender No.	<del>SG/B269-414-KA-MR-5210/4</del>
	Vendor's Name	.....
	<b>Offer Reference No.</b>	..... Dtd .....
<b>Sl. No.</b>		<b>Vendor's confirmation/ acceptance/comments</b>
2(c)	Confirm that the Quoted Unit Prices are on FOB Major International Gateway Seaport of Exit basis. Owner reserves the option to place order on FOB or on CFR basis. Confirm acceptance.	<b>CONFIRMED</b>
2(d)	Confirm that the Quoted Prices shall remain FIRM and FIXED till complete execution of the order and shall not be subject to variation on any account. Price Variation or escalation shall not be considered on any account.	<b>SELECT FROM DROP DOWN</b>
2(e)	In case of variable prices, please specify price variation formula with an upper ceiling and base indices. Unless otherwise specified in the tender, ceiling shall be loaded for evaluation purpose & offer received without any ceiling shall be liable for rejection unless all the bidders have asked for the same Price Variation formula without ceiling.	
<b>COMMERCIAL TERMS:-</b> Please Note if bidder does not mention anything against the below commercial terms, the same shall be considered as "nil" and no further confirmation from vendor shall be sought. Evaluation and ordering shall be done considering commercial terms (charges) as Nil.		
3	<b><u>THIRD PARTY INSPECTION CHARGES:-</u></b> Quoted prices are: i) Inclusive of charges for all facilities required for testing and all inspection requirements specified in the technical specifications and documents enclosed with the TENDER inclusive of destructive testing charges (if any), all expenses like travel, incidental and fees payable to third party inspectors.} . ii) Inclusive of all IBR/IGC/NACE/Radiography charges as per IOCL's technical specifications and the documents enclosed with the TENDER .	<b>CONFIRMED</b>
4	<b><u>FREIGHT CHARGES:-</u></b> Confirm quote of firm ocean freight charges up to Port of entry in India (Kolkata /Nhava Sheva – for Sea; Kolkata/Mumbai – for Air {if asked in Tender}) (Valid till entire duration of Order). The freight charges shall be quoted by bidder considering inclusion of the following: a) 21 Days Free Period for Containers b) Destination Charges like Terminal Handling Charges, Delivery Order Charges	<b>CONFIRMED</b>
<b><u>HSN &amp; SAC CODE:-</u></b>		

	Tender No.	<del>SG/B269-414-KA-MR-5210/4</del>
	Vendor's Name	.....
	<b>Offer Reference No.</b>	..... Dtd .....
<b>Sl. No.</b>		<b>Vendor's confirmation/ acceptance/comments</b>
5	<p><b><u>HSN &amp; SAC CODE:-</u></b> Please confirm that HSN (Harmonized System of Nomenclature) code of goods or SAC (Service Accounting Code) of services /PWCAMC/PWAMC if any are given below ( <i>at the end of this sheet</i> ). In case there are different HSN/SAC for different items, same may be indicated in the Unpriced BOQ.</p>	<b>SELECT FROM DROPDOWN</b>
<p><b>COMMERCIAL LOADING :-</b> Please note if bidder does not confirm acceptance for following terms as per tender then loading shall be done against following serial numbers as per ITB &amp; this ATC read together or Offer may be rejected .</p>		
6	<p><b><u>PAYMENT TERM:-</u></b> Please confirm acceptance to payment terms as per ITB. Initial Advance payment along with order is not acceptable. However, progressive payment as specified in the Commercial Terms enclosed on achievement of specific milestones (under applicable payment terms) shall be against equivalent Advance Bank Guarantee as per IOCL format.</p>	<b>SELECT FROM DROP DOWN</b>
7(a)	<p><b><u>Payment Mode:-</u></b> Wherever, Letter of Credit is stated as the payment mode, IOCL prefers the mode of "Cash Against Documents" . In case bidder wants to obtain payment via "Cash Against Documents" , same to be indicated.</p>	<b>SELECT FROM DROPDOWN</b>
7(b)	<p>a) Letter of Credit shall be opened by IOCL after submission of the following documents by vendor to IOCL: (i) Performance bank guarantee (PBG) as per ITB (ii) Unconditional acceptance of IOCL's Fax of Acceptance/ Purchase Order . (iii) in line with details as per Annexure I of ITB b) Letter of Credit shall be opened through a Govt. of India Nationalised/ Scheduled Bank and hence need not be confirmed. Confirm acceptance.</p>	<b>CONFIRMED</b>
7(c)	<p>However, if you still insist for confirmed L/C, confirmation charges shall be borne by you. Confirm</p>	<b>SELECT FROM DROPDOWN</b>
<p><b>Please Note:-</b> If bidder quotes any other payment terms, if acceptable to IOCL, loading for Simple Interest implication as per ITB. This loading shall be done for differential payment terms &amp; time period.</p>		
8	<p><b><u>PERFORMANCE BANK GUARANTEE (PBG):-</u></b> Please confirm that you will furnish Performance Bank Guarantee as per ITB The PBG should be sent to us directly by your Banker and the bank should confirm regarding issue of BG on enquiry by IOCL.</p>	<b>SELECT FROM DROPDOWN</b>

	Tender No.	<del>SG/B269-414-KA-MR-5210/4</del>
	Vendor's Name	.....
	<b>Offer Reference No.</b>	..... Dtd .....
<b>Sl. No.</b>		<b>Vendor's confirmation/ acceptance/comments</b>
<p><i>Please Note:-</i>  <b>In case of non acceptance of the PBG, FOB Port of Exit basis price shall be loaded as per ITB.</b></p>		
9	<p><b><u>PRICE REDUCTION SCHEDULE DUE TO DELAY IN DELIVERY :-</u></b>  Confirm acceptance to Cl. No. 12 (Respect for Delivery dates &amp; Price Discount) of IOCL's GPC &amp; Amendment to GPC.</p> <p>Bidder shall submit adjustment in Invoice for PRS, if applicable, on account of delay in delivery.</p>	<b>SELECT FROM DROP DOWN</b>
<p><i>Please Note:-</i>  <b>In case the vendor does not accept Cl. No. 12 of GPC (Discount by way of Price Adjustment due to delayed delivery), their , FOB Port of Exit basis price shall be loaded as per ITB.</b></p>		
10	<p><b><u>DELIVERY PERIOD AND TIME PERIOD FOR SITE WORK:-</u></b></p> <p>Please confirm acceptance to delivery period as stipulated in the TENDER .</p> <p>This delivery period shall be reckoned from the date of Letter of Acceptance (if issued) else from date of Purchase Order.</p>	<b>CONFIRMED</b>
11	<p>Confirm that the goods shall be guaranteed as per Clause 1 d i or 1 d ii of IOCL GPC ( Applicability of 1 d i or 1 d ii shall be as per Clause 16 of ITB) , unless otherwise specifically mentioned in the Tender Documents.</p>	<b>SELECT FROM DROP DOWN</b>
12	<p>Part Order:</p> <p>i. Acceptance of Part Order as per GPC Clause No. 33 without any value / quantity limitation</p> <p>ii. Any charges quoted extra as lumpsum (like IBR, Testing, freight, etc.) shall be applicable prorata on value basis in the event of part order / part quantities / split order.</p>	<b>SELECT FROM DROP DOWN</b>
13	<p>Confirm acceptance of Repeat Purchase order(s) as per IOCL's requirement as stated in GPC &amp; ITB read together, with the same rate and terms &amp; conditions within 6 months from the date of original Purchase Order.</p> <p>Note: Acceptance of Repeat Order does not guarantee Repeat Ordering and is not a part of evaluation.</p>	<b>SELECT FROM DROP DOWN</b>
<b><u>EARNEST MONEY DEPOSIT (EMD):-</u></b>		
14(a)	<p>Please confirm having submitted Earnest Money Deposit (EMD) as per NIT , wherever called for.</p>	<b>SELECT FROM DROPDOWN</b>

	Tender No.	<del>SG/B269-414-KA-MR-5210/4</del>
	Vendor's Name	.....
	<b>Offer Reference No.</b>	..... Dtd .....
<b>Sl. No.</b>		<b>Vendor's confirmation/ acceptance/comments</b>
<b>14(b)</b>	PRN No.of Online submitted EMD OR Bank Guarantee No. with Date of Issue & Expiry OR On date valid MSE certificate No. with date of issue.	
<b>GOVT OF INDIA POLICIES :-</b>		
<b><u>Purchase Preference linked with Local Content</u></b>		
<b>15(a)</b>	Confirm whether you are eligible for Purchase Preference linked with Local Content. For details please refer ITB	<b>SELECT FROM DROPDOWN</b>
<b>15(c)</b>	If so please confirm that you have submitted "Declaration Form for availing Purchase Preference" as per ITB	<b>SELECT FROM DROPDOWN</b>
<b>15(e)</b>	If so please confirm that you have submitted "List of Items / Services to be procured from Indian Manufacturers/Service Providers" as per ITB	<b>SELECT FROM DROPDOWN</b>
<b><u>DOMESTICALLY MANUFACTURED IRON &amp; STEEL PRODUCTS (DMI&amp;SP)</u></b>		
<b>16(a)</b>	Confirm whether you are eligible as per Policy related to Domestically Manufactured Iron & Steel Products (DMI&SP) . For details please refer ITB	<b>SELECT FROM DROPDOWN</b>
<b>16(b)</b>	If so please confirm that you have submitted "Authorization Certificate" as per ITB	<b>SELECT FROM DROPDOWN</b>
<b>16(c)</b>	If so please confirm that you have submitted "Affidavit of Self-Certification" (Form -1) as per ITB	<b>SELECT FROM DROPDOWN</b>
<b>16(d)</b>	If so please confirm that you have submitted "Other Requisite Documents " as per ITB	<b>SELECT FROM DROPDOWN</b>
<b><u>Restriction for bidders from Countries which shares land border with India</u></b>		
<b>18</b>	<b>Bidder to confirm that They are not from such a country which shares land border with India and they are eligible to be considered for this tender. ( in line with OM no 6/18/2019-PPD PUBLIC PROCUREMENT 1 &amp; 2 DTD 23.07.2020 AND 24.07.2020 FROM MINISTRY OF FINANCE, GOVT OF INDIA)</b>	<b>SELECT FROM DROPDOWN</b>
<b><u>DIMENSIONS, WEIGHT &amp; VOLUME OF PACKAGES:-</u></b>		

	Tender No.	<del>SG/B269-414-KA-MR-5210/4</del>
	Vendor's Name	.....
	<b>Offer Reference No.</b>	..... Dtd .....
<b>Sl. No.</b>		<b>Vendor's confirmation/ acceptance/comments</b>
<b>19</b>	<p><b>DECLARATION OF CARGO AS ODC / NON ODC:-</b>  Packing of the individual boxes should be done in such a way that the consignment does not become an ODC (Over Dimensional Consignment) for Air Transport.  When the size of the package exceeds the standard pallet (PIP) dimensions (for Air Transport) which are given below, they will be treated as ODC.  Length 121 inches  Width 84 inches  Height 60 inches  Maximum Gross Weight 4626 Kg  Maximum Net Weight 4508 Kg  Floor Load Limitations 90.7 Kg /Sq Ft  In such case, Vendor to take IOCL's confirmation before handing over the goods to the overseas forwarding agents.</p>	<b>SELECT FROM DROPDOWN</b>
<b>VALIDITY OF OFFER:-</b>		
<b>19(a)</b>	<p>Validity:  Validity of the offer shall be shall be as per ITB</p>	<b>CONFIRMED</b>
<b>19(b)</b>	<p>On account of exigencies, if the bidder is requested to extend the validity of their offer, the same should be extended with or without price implication. Indian Oil will also have the option to cancel the tender in such cases and refloat the tender.</p>	<b>CONFIRMED</b>
<b>NAME &amp; ADDRESSES OF MANUFACTURER, BANKER &amp; INDIAN AGENT, IF ANY</b>		
<b>20</b>	<p>Manufacturer's Name &amp; Address , contact person details like Name, Telephone no., Fax no. and E-mail</p>	
<b>21</b>	<p>Name and address , of your banker and other details ( like Bank account No. , SWIFT code etc.) required for Opening of Letter of Credit.</p>	
<b>22</b>	<p>Please indicate the name of the Indian Agent, with his full address and percentage of commission included in your offer.</p>	
<b>23</b>	<p>Please note that Indian Agent Commission will be paid directly by Owner to Indian Agent in equivalent Indian Rupees (at the TT buying rate of exchange ruling on the date of placement of order) after the order. Pl. Confirm.</p>	<b>CONFIRMED</b>
<b>IN CASE OF CHEMICALS:-</b>		
<b>24</b>	<p>Certificate of Analysis (COA) will be sent along with consignment  MSDS will be sent along with consignment  Bidder to confirm that MSDS accompanies the consignment for incoming chemical material to Refinery / Project Site.  Please confirm MSDS for return of empty cylinders will be same as that of incoming material</p>	<b>CONFIRMED</b>
<b>25</b>	<p>If Cylinder is used as mode of packing as per Tender Requirement:  Please confirm rent-free period of cylinders as per tender conditions.</p>	<b>CONFIRMED</b>

	Tender No.	<del>SG/B269-414-KA-MR-5210/4</del>
	Vendor's Name	.....
	<b>Offer Reference No.</b>	..... Dtd .....
<b>Sl. No.</b>		<b>Vendor's confirmation/ acceptance/comments</b>
26	If Cylinder is used as mode of packing as per Tender Requirement: Please indicate per day per cylinder rent after expiry of offered rent-free period	
27	Confirm whether the product offered is based on IOC formulation and have valid agreement to pay the royalty to IOCL on the basis of sale of such products .	<b>SELECT FROM DROPDOWN</b>
28	If yes to above, give the extent of royalty inflow net of prevailing taxes/surcharge.	
<b>OTHER DETAIL:-</b>		
29 A	Please confirm that the Shelf Life as sought in Technical Specification is complied with	<b>CONFIRMED</b>
29 B	If no Shelf Life Clause is stated in Technical Specification, please indicate the same	
30	Please note that the best prices are given strictly as per Price BOQ	<b>CONFIRMED</b>
31	Please note that you shall submit "Phytosanitary Certificate"/ IPPC certificate as per ISPM 15, whichever is applicable for the wooden packing material, without any extra cost to IOCL.	<b>CONFIRMED</b>
32	Confirm that your quoted prices include stowage charges (applicable for pipes)	<b>CONFIRMED</b>
33	Please note that you will furnish three copies of certificate of origin from Chamber of commerce along with shipping document without any extra cost to IOCL.	<b>CONFIRMED</b>
34	Bidder to indicate Permanent Account Number (PAN) to avoid any additional Tax deduction at source for any Services ( if any under Tender scope) as per the prevailing Indian Income Tax Acts/ Rule.	<b>CONFIRMED</b>
35	Spares Parts, Tools & Tackles:  Confirm that your quoted prices are inclusive of all commissioning spares as stipulated in the tender documents.  Confirm that you have included / quoted for mandatory spares as required in the tender documents.  Confirm that item wise unit price of Recommended spare parts for two years' operation have been quoted separately, indicating Dispatch quantity, as required in the tender document. Special Tools and Tackles as specified in the MR/Technical Specification are included in the quoted prices.	<b>CONFIRMED</b>
36	Transit Insurance: Prices quoted must exclude transit insurance charges from FOB International Sea Port of Exit as the same shall be arranged by the Purchaser. However, all transit insurance charges for inland transit up to FOB International Sea Port of Exit must be included by you in your quoted price. Export permit/licence if required shall be Bidder's responsibility & any expenditure towards same will be borne by you.	<b>CONFIRMED</b>

	Tender No.	<del>SG/B269-414-KA-MR-5210/4</del>
	Vendor's Name	.....
	<b>Offer Reference No.</b>	..... Dtd .....
<b>Sl. No.</b>		<b>Vendor's confirmation/ acceptance/comments</b>
37	Please note that unless otherwise specified, part dispatches will not be allowed and vendor has to supply materials in one lot.	<b>CONFIRMED</b>
38	Please note that all relevant Third Party Inspection Release Notes, IBR Certificate, Test Certificates etc. (as applicable) shall be submitted along-with the dispatch documents & supplied materials.	<b>CONFIRMED</b>
39	Please confirm acceptance the following in toto. <u>Bidder is not required to submit soft/ hard copy of them.</u> a) NIT b) General Purchase Conditions c) Instructions to Bidder ( ITB ) d) Terms & Conditions for supervision of Erection, Testing & Commissioning for Indigenous Bidders ( if applicable ) e) Terms & Conditions for Site Work / HSE ( if applicable ) f) Integrity Pact ( if applicable )	<b>CONFIRMED</b>
40	Confirm documentation charges as per IOCL's technical specifications and tender requirements are included in your quoted prices.	<b>CONFIRMED</b>
41	Please note that, all bank charges and stamp duties payable outside India in connection with payment to be made under the Purchase Order shall be borne by the seller. All bank charges and stamp duties payable in India shall be borne by the Buyer.	<b>CONFIRMED</b>
42	<b>Dangerous Goods Clause</b> Please note that, The Shipper has to arrange shipment / air freighting of the dangerous and normal consignment separately in two different air way bills instead of air freighting both the consignment on a single air way bill. The necessary shipping documents like invoice etc. must be prepared separately by the shipper (Not to exceed PO Order Value) and handed over to the overseas <del>Country Consignments of IOCL. The Shipper has to ensure that the DCP</del>	<b>CONFIRMED</b>
43	Please note that, all the correspondence must be in English language only	<b>CONFIRMED</b>
44	Please confirm you have not been banned or de listed by Indian Oil Corporation Limited or its Administrative Ministry (i.e. Ministry of Petroleum & Natural Gas, Government of India). If you have been banned, then this fact must be clearly stated. Confirm that the Proforma Of Declaration Of Black Listing / Holiday Listing has been attached	<b>CONFIRMED</b>
45	Bidder shall confirm that they are not under liquidation, insolvency, court receivership or similar proceedings	<b>CONFIRMED</b>
46	Deviations to Terms & Conditions shall lead to loading of prices as per Commercial Terms of TENDER or rejection of offer. Please confirm acceptance.	<b>CONFIRMED</b>
47	Any claim arising out of order shall be sent to IOCL in writing within 3 months from the date of last Dispatch. In case the claim is received after 3 months, the same shall not be entertained by IOCL.	<b>CONFIRMED</b>

	Tender No.	<del>SG/B269-414-KA-MR-5210/4</del>
	Vendor's Name	.....
	<b>Offer Reference No.</b>	..... Dtd .....
<b>Sl. No.</b>		<b>Vendor's confirmation/ acceptance/comments</b>
<b>48</b>	<p><b><u>DECLARATION:-</u></b> Whether any of the Directors of BIDDER is a relative of any Director of Owner or the BIDDER is a firm in which any Director of Owner or his relative is a Partner or the BIDDER is a private company in which any director of Owner is a member or Director. List of Indian Oil Directors may be taken from www.iocl.com</p>	<b>NO RELATIONSHIP</b>
<b>49</b>	In the event of receipt of a purchase order, the vendor shall have to give 30 days' advance notice for ocean shipping arrangements (45 days for break bulk cargo) and 10 days for air shipment to enable IOCL's nominated freight forwarder for arranging suitable vessel/carrier. The shipper should give intimation for insurance within three days of effecting the shipment.	<b>CONFIRMED</b>
<b>50</b>	Please confirm submission of details, documents self-certifications and declarations for meeting Net Worth condition as per ITB ( if applicable )	<b>CONFIRMED</b>
<b><u>BIDDER INPUTS :-</u></b>		
<b>A</b>	Indicate Major International Gateway Seaport of Exit	
<b>B</b>	<p>Extra Ocean Freight Cost from FOB Major International Gateway Seaport Of Exit To Sea Port Of Entry - Kolkata / Nhava Sheva in India. { Air Port of Entry – Kolkata / Mumbai in India – if asked in Tender } <i>(Bidder to ensure that freight charges are actually filled in as %age to quoted basic prices)</i> <b><u>The freight charges shall be quoted by bidder considering inclusion of the following:</u></b> <b><u>a) 21 Days Free Period for Containers</u></b> <b><u>b) Destination Charges like Terminal Handling Charges, Delivery Order Charges</u></b></p>	<b>0.0000000%</b>
<b>C</b>	Indicate Indian Permanent Account Number (PAN)	
<b>D</b>	Manufacturer's name & address	
<b>E</b>	Country of Origin from where the goods have been offered	
<b>F</b>	<p><b>Whether any INR component is quoted</b> <i>The INDIAN Supply or Service Component shall be quoted in BoQ1 (Indian Supply), BoQ3 (Indian Service).</i> <i>This INDIAN Supply and or Service Component shall be summed with the FOREIGN Supply and or Service Quotes quoted in BoQ2 (Foreign Supply), BoQ4 (Foreign Service) and together shall be used for evaluation as per Evaluation Philosophy.</i></p>	<b>SELECT FROM DROPDOWN</b>
<b>G</b>	Indicate Shipping Net Weight & Gross Weight of the quoted material(s).	
<b>H</b>	Indicate Shipping Dimensions & Volume of the quoted material(s).	
<b>I</b>	Indicate name, address of your Bankers for L/C opening, telephone/E-mail address, SWIFT Code and Account Number	
<b>J</b>	Indicate Customs Duty Tariff / HS Tariff Code, Number and classification.	
<b>K</b>	Indicate Tax Reference Number in your country of registration	
In case of any conflict in the terms mentioned in this Agreed Terms and Conditions (ATC) and elsewhere in the Offer, the terms		
<b>UNDERTAKING-</b>		
<b>1</b>	<b>We confirm that we have filled ATC indigenous as per sheet "ATC(ind)" of this XL file.</b>	

	Tender No.	<del>SG/B269-414-KA-MR-5210/4</del>
	Vendor's Name	.....
	Offer Reference No.	..... Dtd .....
<b>Sl. No.</b>		<b>Vendor's confirmation/ acceptance/comments</b>
2	<b>We confirm that we have filled Deviations (If any)</b> as per sheet "DEVIATIONS STATEMENT- TECHNICAL" &	
3	<b>We confirm that we have filled Proforma for PQC</b> as per sheet - "PQC Doc- details" of this XL file.(If Applicable)	
4	<b>We confirm that we have filled unpriced BOQ</b> as per sheet "Unpriced-BOQ" of this XL file.	
5	<b>We confirm that we have filled Holiday List Declaration</b> as per sheet "Holiday-List-Declaration" of this XL file.	
6	<b>We confirm that we have filled Non Tampering Declaration</b> as per sheet "NON-TAMPERING_DECLARATION" of	
7	<b>We confirm that we have filled Contact Details</b> as per sheet "Contact Details" of this XL file.	
	Offer Reference No. with date.	..... Dtd .....
	Vendor's Name	.....
	Authorised Person's Name (s):	.....
	Designation	.....
	Email ID (s)	.....
	Mobile No. (s)	.....
	Tel. No. (s)	.....
	Fax No.	.....
	Address	.....

### Annexure-3

#### DEVIATIONS STATEMENT- TECHNICAL

<b>Tender No.</b>	SG/B269-414-KA-MR-5210/4
<b>Vendor's Name</b>	.....
<b>Offer Ref No.</b>	..... Dtd .....

**The bidder confirms that:**

**Following are the only deviations to the technical terms and conditions if considered unavoidable . Bidder also confirms that any deviation taken anywhere else in the offer shall be considered as invalid.**

Sl. No.	Referred document name/ Tender document page no.	Clause No.	Description of Clause	Deviation proposed by bidder
1				
2				
3				
4				
5				NO DEVIATION
6				
7				
8				
9				
10				

**Bidder should note that this Annexure has been included in the Tender Document solely for the convenience of the Bidder so as to facilitate them to list out the "TECHNICAL" deviation(s)/exception(s) from/to the Tender Documents. IOCL will not consider any "TECHNICAL" deviation(s)/exception(s) which is not listed in this Annexure, for evaluation of bidder's offer.**

**Please note that bidders are, normally, not allowed to take deviations and any deviation listed above may make the Bid liable for rejection.**

<b>Authorised Person's Name (s):</b>	.....
<b>Designation</b>	.....
<b>Email ID (s)</b>	.....

Move to next Work Sheet ----->

**Annexure-4**

**DEVIATIONS STATEMENT-COMMERCIAL**

<b>Tender No.</b>	SG/B269-414-KA-MR-5210/4
<b>Vendor's Name</b>	.....
<b>Offer Ref No.</b>	..... Dtd .....

**The bidder confirms that:**

**Deviations taken in Agreed Terms & Conditions, if any, and the below are the only deviations to the commercial terms and conditions, if considered unavoidable. Bidder also confirms that any deviation taken anywhere else in the offer shall be considered as invalid.**

Sl. No.	Referred document name/ Tender document page no.	Clause No.	Description of Clause	Deviation proposed by bidder
1				
2				
3				
4				
5				NO DEVIATION
6				
7				
8				
9				
10				

**Bidder should note that this Annexure has been included in the Tender Document solely for the convenience of the Bidder so as to facilitate them to list out the "COMMERCIAL" deviation(s)/exception(s) from/to the Tender Documents. IOCL will not consider any "COMMERCIAL" deviation(s)/exception(s) which is not listed in this Annexure, for evaluation of bidder's offer.**

**Please note that bidders are, normally, not allowed to take deviations and any deviation listed above may make the Bid liable for rejection.**

<b>Authorised Person's Name (s):</b>	.....
<b>Designation</b>	.....
<b>Email ID (s)</b>	.....

**Move to next Work Sheet ----->**

**(This Annexure is applicable for tenders having Pre-qualification criteria)**

**Annexure -5**

**Important Instruction-**

IOCL Reserves the right to complete the evaluation w.r.t. "Pre Qualification Criteria", based on the documents mentioned below only without taking cognizance of any other documents submitted towards "PQC", which is not mentioned below. In case required details are not mentioned in the relevant cells and merely enclosed/attached etc. is mentioned, IOCL may not take cognizance of such documents during evaluation.

Please submit details of only those complete documents for relevant orders etc., which you consider are meeting IOCL tender PQC requirements in toto.

**Details of documents submitted against Tender "Pre Qualification Criteria"**

Tender No.	SC/B269-414-KA-MR-5210/4
Vendor's Name	.....
Offer Ref No.	..... Dtd .....

**PQC Technical**

S.N	Clause SI no.	Documents submitted to support compliance	Remarks	Full address of the client and contact person (Name & Details i.e. Mail ID, Mobile No. etc) if applicable
1				
2				
3				
4				
5				
6				
7				

In addition to above bidder to ensure submission of compliance statement with all necessary documents for meeting any other Technical PQC of IOCL tender document ( as applicable)

**PQC Commercial -Experience**

**Note:-** Order (s) which are executed as per tender PQC compliance of Bidder's offer. Accordingly, please submit details of only those complete documents for relevant orders etc., which you consider are meeting IOCL tender PQC requirements in toto.

Meeting through 01(One) executed order:

S.N	Required executed order value as per NIT (INR/USD)	Executed order value ( On FOR despatch point / FCA / FOB Port of exit basis )as per bidder (INR/USD)	Purchase order no. and date	Purchase Order issued by (Client name) M/s	Item description as per PO	Documents submitted against completion/execution proof as specified in tender	Full address of the client and contact person (Name & Details i.e. Mail ID, Mobile No. etc)
1	INR	INR					

Meeting through 02(Two) executed orders:

S.N	Required executed order value as per NIT (INR/USD)	Executed order value ( On FOR despatch point / FCA / FOB Port of exit basis )as per bidder (INR/USD)	Purchase order no. and date	Purchase Order issued by (Client name) M/s	Item description as per PO	Documents submitted against completion/execution proof as specified in tender	Full address of the client and contact person (Name & Details i.e. Mail ID, Mobile No. etc)
1	INR	INR					
2	INR	INR					

Meeting through 03(Three) executed orders:

S.N	Required executed order value as per NIT (INR/USD)	Executed order value ( On FOR despatch point / FCA / FOB Port of exit basis )as per bidder (INR/USD)	Purchase order no. and date	Purchase Order issued by (Client name) M/s	Item description as per PO	Documents submitted against completion/execution proof as specified in tender	Full address of the client and contact person (Name & Details i.e. Mail ID, Mobile No. etc)
1	INR	INR					
2	INR	INR					
3	INR	INR					

**PQC Commercial-Financial ( Turnover )**

S.N	Financial Year	Annual Turnover required as per NIT (INR/USD)	Annual turnover of your company (INR/USD)	Details of Documentary evidence ( i.e. audited balance sheet/ profit and loss statement of audited balance sheet / published annual report / balance sheet in public domain etc.)	Remarks if any.
1	2015-16	INR	INR		
2	2016-17	INR	INR		
3	2017-18	INR	INR		

**Move to next Work Sheet ----->**

**Annexure- 6 " Unpriced BOQ"**

**Tender No.**

SG/B269-414-KA-MR-5210/4

**Vendor's Name**

.....

**Offer Ref No.**

..... Dtd .....

**PRICE SCHEDULE / BOQ FORMAT IS ENCLOSED SEPARATELY IN THE ENQUIRY DOCUMENT**

**Annexure -7**

**PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING**

**In the case of 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 or have during the past three years, been placed on any black list or holiday list declared by Indian Oil Corporation Limited or by any department of any Government ( State, Provincial, Federal or Central ) or by any Public Sector Organization in India or in any other country nor is there pending any inquiry by Indian Oil Corporation Ltd. Or any Department of the Government or by any Public sector organization in India or in any other country, 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 black listing or holiday listing and/or inquiry and in absence thereof state "NIL")

**In the case of a Partnership Firm:**

We, hereby declare that neither We, M/s. \_\_\_\_\_ submitting the accompanying Bid/Tender nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently are or within the past three years have been or has been placed on any blacklist or holiday list declared by Indian Oil Corporation Ltd. Or by any department of Government (State, Provincial, Federal or Central) or by any public Sector Organization in India or in any other country nor there is any pending inquiry by Indian oil Corporation Ltd. Or by any Department of any Government ( State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country, in respect of corrupt or fraudulence practice(s) against us or any partner or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below:

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

**In the case of Company:**

We, M/s \_\_\_\_\_ hereby declare that neither we or a parent, subsidiary or other company under direct or indirect common parent ( associate company) are presently nor have within the past three years been placed on any holiday list or black list declared by Indian Oil Corporation Ltd. Or by any Department of any Government ( State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country; and that there is no pending inquiry by Indian Oil Corporation Ltd. Or by any Department of any Government ( state, Provincial, Federal or Central) or any Public Sector Organization in any country against us or a parent or subsidiary or associate company as aforesaid in India or in any other country, in respect of corrupt or fraudulent practice(s), except as indicated below:

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

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

<b>Offer Reference No. with date.</b>	..... Dtd .....
<b>Vendor's Name</b>	.....
<b>Authorised Person's Name (s):</b>	.....
<b>Designation</b>	.....
<b>Email ID (s)</b>	.....
<b>Mobile No. (s)</b>	.....
<b>Tel. No. (s)</b>	.....
<b>Fax No.</b>	.....
<b>Address</b>	.....

ANNEXURE-8			
FORM 10F			
[See sub-rule (1) of rule 21AB]			
Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961			
I		*son/daughter of Shri	
	in the capacity of	(designation)	do provide the
following information, relevant to the previous year			
*in my case/in the case of _____ for the purposes of sub-section (5) of *			
section 90/section 90A:-			
Sl.No.	Nature of information	:	Details#
(i)	Status (individual; company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	
F.NO.142/16/2013-TPL/SO 2331(E)			
2. I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of _____ (name of country or specified territory outside India)			
Permanent Account Number: _____			
Verification			
I _____ do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.			
Verified today the _____ day of _____			
<b>Notes:</b>			
1. *Delete whichever is not applicable.			
2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.			
	<b>Vendor's Name</b>		.....
	<b>Authorised Person's Name (s):</b>		.....
	<b>Designation</b>		.....
	<b>Email ID (s)</b>		.....
	<b>Mobile No. (s)</b>		.....
	<b>Tel. No. (s)</b>		.....
	<b>Fax No.</b>		.....
	<b>Address</b>		.....

**ANNEXURE-9**

**VENDOR BANK DETAILS**

To  
 Indian Oil Corporation Ltd. (Refineries Divn)  
 Scope Complex, Core- 2  
 Lodhi Road  
 New Delhi – 110 003

Dear Sir,

With reference to the P.O. / W.O / Contract if awarded to us by IOCL against this tender, we hereby give our consent to accept the related payments of our claims/ bills on IOCL through Cheques or Internet based online E-payments system at the sole discretion of IOCL. Our Bank account details for the said purpose is as under:

Sl.No.	Particulars	:	Details
i	Name and address of the Beneficiary	:	
ii	Account Number of Beneficiary	:	
iii	Account Classification (CA/ CC -11 or 29) & SB- 10 as per Cheque leaf.	:	
iv	Name and address of the Bank Branch (where payments are to be sent by IOCL)	:	
v	Branch Name / Code	:	
vi	The 9 Digit MICR code of the Branch (as appearing on the MICR cheque)	:	
vii	IFSC Code of the Bank Branch for RTGS mode.	:	
viii	IFSC Code of the Bank Branch for NEFT mode	:	
ix	E-mail ID of Beneficiary	:	
x	Any other Particulars (to be advised by Beneficiary for the E-payments purpose).	:	
xi	Vendor Code (to be filled by IOC's Deptt. Only)	:	
xii	PERMANENT ACCOUNT NUMBER	:	
xiii	MOBILE NUMBER (FOR SMS ALERTS)	:	
xiv	CIN No. Of Company (If Any)	:	

A blank copy of a cancelled cheque / photocopy of the cancelled cheque relating to the above account number for verifying the accuracy of the bank account details is enclosed.

A copy of PAN Card duly attested by authorized signatory for verifying the accuracy of the PAN is enclosed.

I/We hereby declare that the particulars given above are correct and complete.

Encl.:

- (1) One cheque / photocopy of cheque duly cancelled
- (2) copy of PAN Card
- (3) Certificate of Incorporation with CIN details
- (4) Telephone or Electricity Bill for address proof

Notes:

1. Verification from your bank on the above bank details required only in case :

- (a) Vendors not providing a cancelled cheque leaf or if vendors name is not printed / appearing on the cancelled cheque leaf submitted to IOCL Office.
- (b) Change in existing bank details.

Vendor's Name	.....
Authorised Person's Name (s):	.....
Designation	.....
Email ID (s)	.....
Mobile No. (s)	.....
Tel. No. (s)	.....
Fax No.	.....
Address	.....

**ANNEXURE-10**

**Declaration by the bidders regarding non-tampering of tender documents**

<b>Tender No.</b>	<b>SG/B269-414-KA-MR-5210/4</b>
<b>Vendor's Name</b>	.....
<b>Offer Ref No.</b>	..... Dtd .....

**We hereby declare that none of the tender documents have been tampered with. In case of tampering of tender documents, the bid shall be rejected outright and EMD forfeited without prejudice to any other rights or remedies available to IOCL.**

<b>Vendor's Name</b>	..... Dtd .....
<b>Authorised Person's Name (s):</b>	.....
<b>Designation</b>	.....
<b>Email ID (s)</b>	.....
<b>Mobile No. (s)</b>	.....
<b>Tel. No. (s)</b>	.....
<b>Fax No.</b>	.....
<b>Address</b>	.....

**ANNEXURE-11**

**Contact Details of Vendor**

<b>Tender No.</b>	SG/B269-414-KA-MR-5210/4
<b>Vendor's Name</b>	.....
<b>Offer Ref No.</b>	..... Dtd .....
<b>Designation</b>	.....
<b>Email ID (s)</b>	.....
<b>Mobile No. (s)</b>	.....
<b>Tel. No. (s)</b>	.....
<b>Fax No.</b>	.....
<b>Address</b>	.....

**Please fill up the details below:**

Designation	Name	Telephone Nos.	Mobile nos.	E mail ids
CEO / CMD				
Country Manager				
Area Manager				
Marketing Manager				
Sales – Head				
Contact Person(s) for this Tender				
Contact Person at Delhi, if any				

- Note:**
- Designations are indicative only. Actual designations may please be mentioned.
  - All the concerned persons in the hierarchy must appear in the above list.
  - In case of multiple phone nos., mobile nos., e-mail IDs, the same may also please be given

**ANNEXURE-12**

**ACKNOWLEDGEMENT OF TENDER**

**( ONLY IN CASE OF LIMITED TENDERS)**

The Supplier is requested to mail the following statement within 2 working days of receipt of the enclosed Tender.

**Proforma for Acknowledgement Letter to Tender**

Email: IOCL e mail ids provided in Notice Inviting Tender  
Vendor's Ref. No.:  
Date:  
To : M/s Indian Oil Corporation Ltd., Refineries Division, New Delhi/ ..... Refinery  
Attention: Tender inviting authority  
Subject : Response against your "Tender" No.: \_\_\_\_\_ for \_\_\_\_\_ (specify item) for  
\_\_\_\_\_ PROJECT

Dear Sir,

We acknowledge receipt of your above referred TENDER and confirm that ( CHOOSE THE APPLICABLE OPTION):

- i) We will be submitting offer so as to reach you within the due date. 

Yes
-----
- ii) We regret to quote as: 

No
----

Thanking you,

Yours faithfully  
(Authorized Signatory)

Name:

Designation:

Company name, address and Seal:

Fax no.:

E mail :

Ph no.:

Mobile no.:

**Annexure-13 : PEROFORMA FOR DECLARATION ON NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION**

Tender No.	SG/B269-414-KA-MR-5210/4
Vendor's Name	.....
Offer Ref No.	..... Dtd .....

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 under Insolvency and Bankruptcy, Code 2016, as on date.	Choice
	Yes

**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)	No
---	----

**Note:- Select the appropriate choice against sl no i. Option against SI no ii is conditional to chosen Option against SI No i**

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

Place:	
Name of Signatory :	

**ANNEXURE-14**

**CERTIFICATE FOR DECLARATION OF RESTRICTION FOR BIDDERS  
FROM COUNTRIES WHICH SHARE LAND BORDER WITH INDIA**

**Proforma for certification to Tender**

Email: IOCL e mail ids provided in Notice Inviting Tender  
Vendor's Ref. No.:  
Date:  
To : M/s Indian Oil Corporation Ltd., Refineries Division, New Delhi/ ..... Refinery  
Attention: Tender inviting authority  
Subject : Response against your "Tender" No.: \_\_\_\_\_ for \_\_\_\_\_ (specify item) for  
\_\_\_\_\_ PROJECT

Dear Sir,

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India. I certify that this bidder is not from such a country or, if from such a country, has been registered with the competent authority. I hereby certify that this bidder fulfills all requirements in this regards and is eligible to be considered.

Thanking you,

Yours faithfully  
(Authorized Signatory)

Name:

Designation:


Company name, address and Seal:

Fax no.:

E mail :

Ph no.:

Mobile no.:

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**Annexure-15**

**COMPLIANCE TO BID REQUIREMENT  
(TO BE SUBMITTED ON THE LETTERHEAD OF BIDDER)**

TITLE OF SUPPLY : XXXXXXXXXXXXXXXX  
 BIDDING DOCUMENT / RFQ NO. : XXXXXXXXXXXXXXXXXXXXXXXX

We ..... (\*) hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions of the Bidding Document and its Technical & Commercial Amendments, issued by tkIS.

We confirm that during detailed engineering, we will review and recommend the required Special tools & tackles and Commissioning spares, wherever specified in the enquiry document and supply the same without any additional cost and time implication to Purchaser.

We further hereby waive, withdraw and abandon any and all assumptions, deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications, or otherwise with a view that the price bid and price implication (if any) submitted may be treated to conform to, in all respects, with the terms and conditions of the said Bidding Document including all Technical and Commercial Amendments.


For and on behalf of

Authorised signatory  
(Name and signature of authorized signatory)

Date:

\*Here fill in the name of bidder.

\*\* The bid compliance letter must be signed by the person (s) authorized to sign.

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**Annexure-16**

**SELF DECLARATION**

**TITLE OF SUPPLY : XXXXXXXXXXXXXXXX**

**BIDDING DOCUMENT / RFQ NO. : XXXXXXXXXXXXXXXX**


**NAME OF BIDDER :XXXXXXXXXXXXXXXXXXXX**

Bidder's declaration as furnished in the here shall supersede the stipulations mentioned elsewhere in their bid.

SR. NO.	DESCRIPTION	BIDDER'S DECLARATION
1	We confirm that we are not on Holiday/ Suspension /Banning List / Negative list of IOCL or MoPNG or Holiday/ Negative list of CONSULTANT on due date of submission of <b>bid</b>	CONFIRMED
2	We confirm that we are not banned or delisted or black listed by any government department/ public sector on <b>due date of submission of bid.</b>	CONFIRMED
3	We confirm that we are not under liquidation, court <b>receivership or similar proceedings.</b>	CONFIRMED
4	Confirm that none of the directors of bidder is a relative of any director of IOCL or the bidder is a firm in which any director of IOCL or his relative is a partner of the bidder or a private company in which any director of IOCL is a <b>director.</b>	CONFIRMED
5	We confirm that the content of the Enquiry Document including Price Schedule and Corrigendum / Addendum / <b>Amendment (if any) have not been altered or modified.</b>	CONFIRMED
6	We confirm that all authenticated documents submitted for meeting the BQC (if required) and Documents for Purchase Preference to MSEs (if any) are certified as per the authentication requirement defined in the RFQ/ Bidding <b>Documen</b>	CONFIRMED

**SIGNATURE OF BIDDER : \_\_\_\_\_**

**COMPANY SEAL : \_\_\_\_\_**

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**Annexure-17**

**FORMAT FOR BIDDERS' QUERIES**

TITLE OF SUPPLY : XXXXXXXXXXXXX  
 BIDDING DOCUMENT / RFQ NO. : XXXXXXXXXXXXX  
 NAME OF BIDDER: XXXXXXXXXXXXXXXXX

SR. NO.	REFERENCE OF ENQUIRY DOCUMENT				BIDDER'S QUERY	tkIS reply
	PART/VOL.	PAGE NO.	CLAUSE NO.	SUBJECT		

**NOTE:**

1. The Pre-Bid Queries may be sent by e-mail to concern persons, the details of which is provided in BDS.
2. Also send the editable soft format through email.

SIGNATURE OF BIDDER : \_\_\_\_\_ WITH SEAL/STAMP

## Annexure-18-Tax Residency Certificate

### ADDITIONAL INFO TO BE FURNISHED BY NON-RESIDENT WITH TAX RESIDENCY CERTIFICATE (TRC) TO CLAIM TREATY BENEFITS

**NOTIFICATION NO 57/2013, Dated: August 1, 2013**

In exercise of the powers conferred by section 90 and section 90A read with section 295 of the Income-tax Act, 1961 (43 of 1961), the Central Board of Direct Taxes hereby makes the following rules further to amend the Income-tax Rules, 1962, namely:-

- 1) These rules may be called the **Income-tax (11th Amendment) Rules, 2013.** ‘
  - 2) They shall be deemed to have come into force with effect from the 1st day of April, 2013.
1. In the Income-tax Rules, 1962,-
- a) in rule 21AB, for sub-rules (1) and (2), the following sub-rules shall be substituted namely:-

“(1) Subject to the provisions of sub-rule (2), for the purposes of sub-section (5) of section 90 and sub-section (5) of section 90A, the following information shall be provided by an assessee in Form No. 10F, namely: -

    - (i) Status (individual, company, firm etc.) of the assessee;
    - (ii) Nationality (in case of an individual) or country or specified territory of incorporation or registration (in case of others);
    - (iii) Assessee’s tax identification number in the country or specified territory of residence and in case there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident;
    - (iv) Period for which the residential status, as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A, is applicable; and
    - (v) Address of the assessee in the country or specified territory outside India, during the period for which the certificate, as mentioned in (iv) above, is applicable.

(2) The assessee may not be required to provide the information or any part thereof referred to in sub-rule (1) if the information or the part thereof, as the case may be, is contained in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A.

(2A) The assessee shall keep and maintain such documents as are necessary to substantiate the information provided under sub-rule (1) and an income-tax authority may require the assessee to provide the said documents in relation to a claim by the said assessee of any relief under an agreement referred to in sub-section (1) of section 90 or sub-section (1) of section 90A, as the case may be.”;
  - b) in Appendix-II, after Form No. 10E, the following Form shall be inserted, namely:-

“FORM NO. 10F

[See sub-rule (1) of rule 21AB]

**Information to be provided under sub-section (5) of section 90 or sub-section (5) of section 90A of the Income-tax Act, 1961**

I..... \*son/daughter of Shri..... in the capacity of.....  
(designation) do provide the following information, relevant to the previous year..... \*in my case/in the case of..... for the purposes of sub-section (5) of \* section 90/section 90A:-

Sr.No.	Nature of information	:	Details#
--------	-----------------------	---	----------

(i)	Status (individual; company, firm etc.) of the assessee	:	
(ii)	Permanent Account Number (PAN) of the assessee if allotted	:	
(iii)	Nationality (in the case of an individual) or Country or specified territory of incorporation or registration (in the case of others)	:	
(iv)	Assessee's tax identification number in the country or specified territory of residence and if there is no such number, then, a unique number on the basis of which the person is identified by the Government of the country or the specified territory of which the assessee claims to be a resident	:	
(v)	Period for which the residential status as mentioned in the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A is applicable	:	
(vi)	Address of the assessee in the country or territory outside India during the period for which the certificate, mentioned in (v) above, is applicable	:	

2. I have obtained a certificate to in sub-section (4) of section 90 of sub-section (4) of section 90A from the Government of..... (name of country or specified territory outside India)

**F.NO.142/16/2013-TPL]/SO 2331(E)**

Signature:.....

Name:.....

Address:.....

Permanent Account Number:.....

#### Verification

I..... do hereby declare that to the best of my knowledge and belief what is stated above is correct complete and is truly stated.

Verified today the..... day of.....

.....


Signature of the person providing the information

Place:.....

Notes :

1. \*Delete whichever is not applicable.

2. #Write N.A. if the relevant information forms part of the certificate referred to in sub-section (4) of section 90 or sub-section (4) of section 90A

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Annexure-19

**PROFORMA FOR DECLARATION ON INSIDER TRADING PREVENTION**

- Enquiry Document No. ....
- Name of Item: .....
- Bidder's Name: .....

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

The organization shall undertake that its employees & their immediate relatives, agents, sub-contractors and any other person associated with said contract / engagement does not violate any of the provision of the SEBI (Prohibition of Insider Trading) Regulation, 2015. Any violation shall be considered as breach of terms of contract / engagement and Indian Oil shall take necessary action for such breach in addition to reporting to SEBI for taking necessary action under SEBI (Prohibition of Insider Trading) Regulations, 2015.

Place:

Signature & Stamp of Bidder

Date:

Name of Signatory

## Annexure - 20- Self Certification

### SELF-CERTIFICATION

I, \_\_\_\_\_ S/o/D/o of \_\_\_\_\_, working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company \_\_\_\_\_ having its registered office at \_\_\_\_\_ certify that all the details including documents pertaining to Bidder Qualification Criteria signed by undersigned vide our offer reference \_\_\_\_\_ against your Enquiry document \_\_\_\_\_, are true, authentic, genuine and exact copy of its original.

It is certified that none of the documents are false/forged or fabricated. All the documents submitted has been made having full knowledge of (i) the provisions of the Indian laws in respect of offences including, but not limited to those pertaining to criminal breach of trust, cheating and fraud and (ii) provisions of bidding conditions which entitle the OWNER/CONSULTANT to initiate action in the event of such declaration turning out to be a misrepresentation or false representation.

I further certify that further documents, if any, required to be submitted by our company, shall be submitted under my knowledge and those documents shall also be true, authentic, genuine, exact copy of its original and shall not be false/forged or fabricated.

### DECLARATION

I, \_\_\_\_\_ S/o/D/o of \_\_\_\_\_, working as CEO/CFO/Company Secretary (indicate, as applicable) of the Company \_\_\_\_\_ having its registered office at \_\_\_\_\_ with reference to our bid \_\_\_\_\_ against your Enquiry document \_\_\_\_\_, declare that in case, at a later date, any of the document submitted in our bid referred above is found to be false/forged or fabricated, I, shall be held responsible for the same and CONSULTANT/OWNER has every right to take action against me and my company, as deemed fit as per provisions of the bidding documents including CONSULTANT/OWNER's right to put our company on Holiday/Black list for future business with CONSULTANT/OWNER.

Specimen Signature of authorized representative

Signature

Name & Designation (CEO or CFO or Company Secretary)



## Special Instructions to the Bidder for participating in e-Tender

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## Special Instructions to the Bidder for participating in e-Tender

Indian Oil Corporation Ltd. has developed a secured and user friendly e-Tendering system through National Informatics Center (NIC), which enables Vendors / Bidders to Search, View, Download tenders directly and also enables them to participate & submit online bids on the e-Tendering site <https://iocletenders.nic.in> in a secured and transparent manner maintaining confidentiality and security throughout the tendering process.

Bidders are advised to download Notice Inviting Tender along with other tender documents from the e-Tendering portal <https://iocletenders.nic.in> free of cost using their digital signature & registered user ID. The bids should be submitted online on our e-Tendering portal only. EMD / any other document(s) as per Tender (to be submitted in original) must be submitted before the due date and time failing which the bid shall be summarily rejected.

Vendor should have a legally valid Digital Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (For details regarding Digital Certificate Provider please refer to Point 8 of “Information about DSC” on the home page). Portal allows new mapping of only Class- 3 Digital Signature Certificate. However, Class -2 Digital Signature certificates already mapped in portal shall continue to function till their expiry and post their expiration, portal shall allow mapping of only Class - 3 Digital signature Certificate. All interested bidders are requested to register themselves using the link “***Online Bidder Enrollment***” on the home page and enroll their digital certificate during their first login attempt.

**It is advised to take extreme precautions while mapping digital certificate to a particular user profile. Once a digital certificate is enrolled to a user account, it cannot be used for any other registration in the system.**

Bidders are requested to read following conditions in conjunctions with various conditions, wherever applicable appearing with this bid invitation for e-Tendering.

The conditions mentioned herein under shall supersede and prevail over the contradicting conditions (if any) mentioned elsewhere in the tender documents.



## Special Instructions to the Bidder for participating in e-Tender

### 1.0 Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal where detailed procedure for submission of bids is available under the section "[Bidders Manual Kit](#)".

### 2.0 System Generated Communication(s)

The alerts / reminders in the form of SMS / e-Mail are given to bidders by the system at various stages of tender as mentioned below:

- Reminder for Registered Digital Certificate Expiry before 30 days;
- Issuance of Single / Limited Tenders to the selected bidder(s);
- Change in Password;
- Bids uploaded but 'Freeze' button not clicked;
- Reminder for Participation in case of Limited / Single Tender; (w.e.f. 28.07.2019)
- On Response of clarification sought by bidder; (w.e.f. 28.07.2019)
- On issuance of Corrigendum to all selected bidders in limited / single tender and in case of open tenders to those bidders who have saved the tender as favourite; (w.e.f. 28.07.2019)
- Raising of any Techno-Commercial Query by concluder to the respective bidder;
- On freezing Techno-commercial Evaluation by concluder;
- Date and Time for Opening of Price Bid to all technically accepted bidders;
- Intimation of Publication of Auction properties to all qualified bidders;
- Reminder mail for participation in Reverse Auction (w.e.f. 28.07.2019)
- AOC to successful bidder(s).

Please note, communication alerts in the form of e-Mail/SMS will be sent to the bidder if and only if bidder's e-Mail/Mobile No. registered in the portal is correct and updated.

In addition to the above communication, the information is updated in portal in "Dashboard" option available under "My Accounts" menu like:

- Limited Tender(s) to be made as favourite;



## Special Instructions to the Bidder for participating in e-Tender

- TQ/CQ to be responded;
- Bids to be frozen;

### **NOTE:-**

The above mentioned are only indicative, all bidders must login and visit their **DASHBOARD** section on regular basis to get the timely updates related to the pending activities as mentioned above even if they have missed/ not received any communication sent in the form of e-Mail / SMS by system..

### **3.0 Tender Search**

All tenders available on the website can be searched by using the “Search Active Tenders” menu under Bidder’s profile. Use any of the searching criteria to search your tender. For a refined search, enter e-Tender ID under “Tender ID” or enter Work Title under “Work/Item Title” and click Submit. The intended tender(s) should be checked and saved as “Favorite” by clicking on the check box. The bid submission process will start by clicking the menu “My Tenders”.

### **4.0 Price Bid**

Price Bid (BOQ) as given in the tender must be downloaded and saved at bidders’ local PC / Laptop without any change. Bidders shall fill the required details/prices in BOQ, save it and upload the filled-in BOQ in the portal.

### **5.0 Tampering of Documents**

The following shall be considered as Tampering of documents:

- Submission of Scanned copy or Photocopy of Price bid (BOQ);
- Submission of any file other than original Price Bid (BOQ);
- Insertion of additional sheet(s) in Price bid (BOQ);
- Change in content or context of the original file of Price bid (BOQ);
- Protection of Price bid (BOQ) Workbook over and above Sheet Protection done by IOCL.



## Special Instructions to the Bidder for participating in e-Tender

Such bids will be summarily rejected at the time of evaluation.

### NOTE: -

Bidders are advised not to use Information Rights Management (IRM) feature on BoQ and any other excel file submitted during bidding process. IOCL shall not be responsible for any consequential result due to same.

### **6.0 Uploading and Confirmation**

Bid along with all the copies of documents should be submitted in the electronic form only through IndianOil e-Tendering system. Bidder must ensure that their bid submission is complete in all respect by clicking on the '**FREEZE BID SUBMISSION**' button. Any revision or amendment in bid after bid submission shall be possible only up to the due date and time of submission of tender. Bidder in turn will receive an acknowledgement against his/her bid submission. Successful submission of bid can also be verified under "My Bids" section.

Bidders have an option to Resubmit their bid till due date and time of submission of tender by using "Resubmit" button. In this process only the technical and financial document submitted can be changed. Bidder(s) cannot change the profile details and preferential status availed during initial submission of bid. Bidders are advised to exercise caution during first submission of bid itself.

Bidders can withdraw their bid by using "Withdraw" option. Once a bid is withdrawn that particular bidder will not allowed to participate in the tender again.

#### File Format / Extension

IOCL e-Tendering application supports following four file formats.

- pdf (Portable Document Files)
- xls (Spreadsheet Files in Microsoft 97-2003 Format)
- jpg (Image Files)
- rar (Compressed Files)

Out of these four formats, different formats are supported at different events.



## Special Instructions to the Bidder for participating in e-Tender

### Packet/Cover

Packets/Covers in a Tender provide the space where tender creator shall specify the documents description and its file format to be uploaded by the bidders. Bidder can submit the specified documents in the same format only as asked by the tender creator.

## 7.0 **In case of Online Earnest Money Deposit (EMD)**

### A. Payment of Earnest Money Deposit (EMD)

(a) The requisite EMD amount be submitted online by using either of the following methods **ONLY**:

- I. Through “**Online Net Banking**” (for stage wise process, please see below)
- II. Through “**NEFT / RTGS**” (for stage wise process, please see below)

(b) In case of online payment through Net Banking the bidder should have active bank account with internet banking facility. IOCL e-Tendering portal facilitates online transaction for all major banks.

(c) The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund (if any).

(d) **Freezing of Bid can be done only after completion of EMD submission process.**

### B. Refund of Earnest Money Deposit (EMD)

For detailed process of EMD refund, please refer **“FAQs-IOCL-Online-EMD”** document attached as part of Tender Documents.

## 8.0 **Process for Online Earnest Money Deposit (EMD)**

A bidder will have to claim exemption on the EMD Exemption screen if:

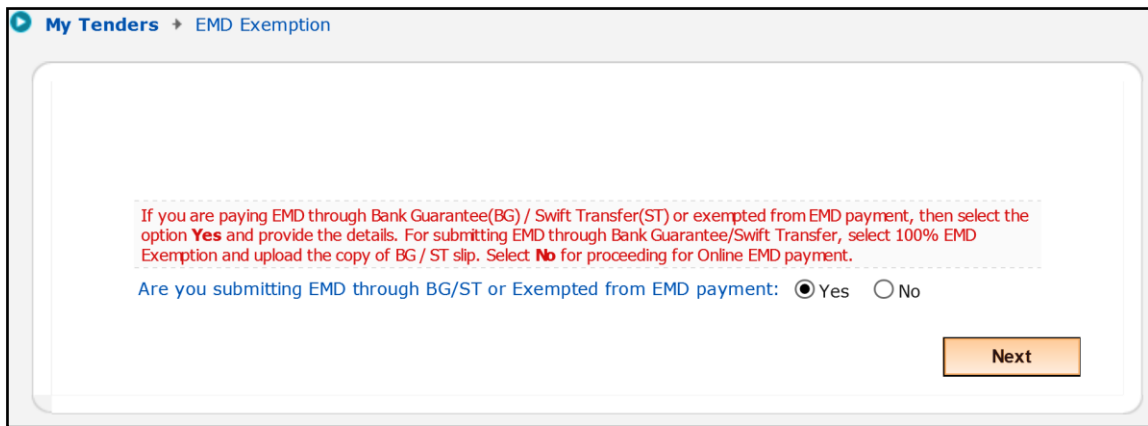
- Bidder is exempted from paying EMD under the provisions in tender terms and conditions
- Bidder is paying EMD through Bank Guarantee
- Bidder is paying EMD through Swift Transfer

## Special Instructions to the Bidder for participating in e-Tender

- Bidder is paying partial EMD and claiming exemption for partial EMD amount as per Tender Terms & Conditions

Hence only those bidders who are paying 100% EMD and paying it through online modes available in portal i.e. either via Net Banking or via NEFT/RTGS will select “No” in EMD exemption screen. Steps to claim EMD exemption and make payment are as given below:

1. **Claiming EMD Exemption, (if applicable)** - Bidder to confirm whether he is submitting EMD through Bank Guarantee (BG) or via Swift Transfer (ST) or paying only partial EMD amount or if he is exempted from EMD payment. Upon selecting “Yes” for the same, portal will prompt the bidder to upload Exemption document.



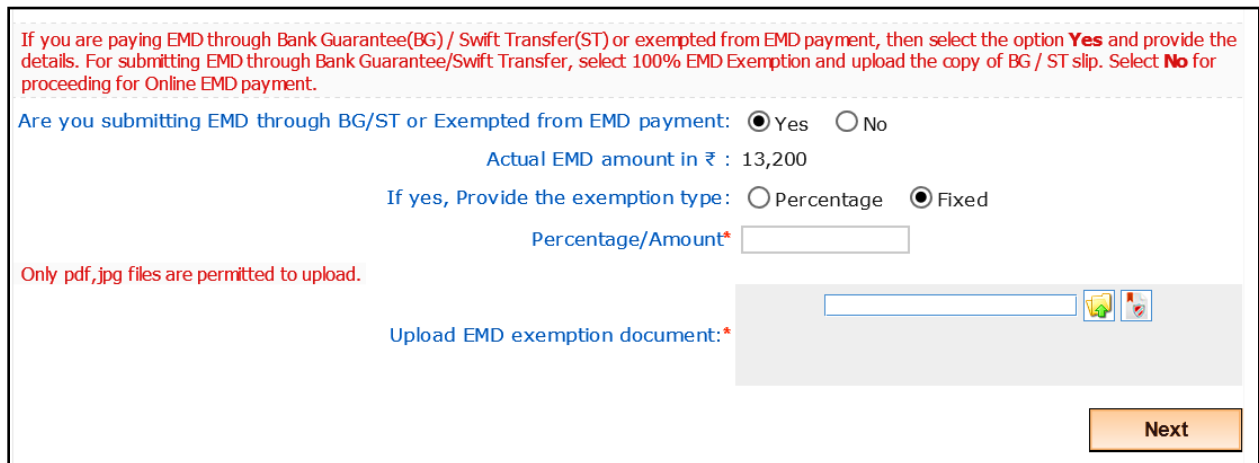
My Tenders > EMD Exemption

If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option **Yes** and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip. Select **No** for proceeding for Online EMD payment.

Are you submitting EMD through BG/ST or Exempted from EMD payment:  Yes  No

Next

For detailed process of EMD exemption, please refer **“FAQs-IOCL-Online-EMD”** document attached as part of Tender Documents.



If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option **Yes** and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip. Select **No** for proceeding for Online EMD payment.


Are you submitting EMD through BG/ST or Exempted from EMD payment:  Yes  No

Actual EMD amount in ₹ : 13,200

If yes, Provide the exemption type:  Percentage  Fixed

Percentage/Amount\*

Only pdf, .jpg files are permitted to upload.

Upload EMD exemption document:\*  

Next



## Special Instructions to the Bidder for participating in e-Tender

2. **Payment Detail and “Confirm to Pay”**- Bidder to check the EMD amount details and subsequently confirm the EMD payable details by clicking on “Confirm to Pay” button as shown below:

Bid Payment Details				
S.No	Fee Type	Actual Fee (Inclusive of Taxes)	Exempted Fee	Fee To Be Paid
1	Emd Fee	13200.00 (INR)	0.00	13200.00 (INR)

**Portal Alert :**

- ❖ **If payment of EMD through Bank Guarantee(BG) is enabled for the tender, sum of EMD Exemption and BG amount should not exceed the amount as mentioned below**
  - ❖❖ EMD amount to be paid = EMD Amount - (Bank Guarantee + EMD Exemption)
  - ❖❖ If Minimum Direct Payment of EMD is required, EMD amount to be paid should be greater than or equal to Minimum Direct Payment
- ❖ **If Payments for variable EMD is to be made, avail EMD exemption for the amount for which payment is not to be made. .**
- ❖ **Bidders making payment through Swift Transaction, should use EMD Exemption and Tender Fee Exemption facility to upload the Swift transaction receipt.**  
Beyond this stage, you will not be able to edit Fee, BG details and Exemption details.
- ❖ **Please confirm that the BG details, exemption and amount to be paid are correct. .**
- ❖ **BIDDERS ARE ADVISED TO KEEP THE ACCOUNT FROM WHICH THEY SUBMIT THE EMD, ACTIVE UNTIL THE BID IS AWARDED TO FACILITATE REFUNDS. .**

**I hereby confirm that the above payment details are correct.**

Once the bidder clicks on “Confirm to Pay” button in the above screen, EMD details can **NO LONGER BE CHANGED FOR THE BID**. Bidders are advised to exercise due caution in the process.

## Special Instructions to the Bidder for participating in e-Tender

Bid Payment Details	
S.No	Fee
1	Em d F

**Message from webpage**

ⓘ Bidders making use of Swift transaction for international payments or payment towards Variable EMD should use EMD Exemption facility and upload relevant documents as Exemption document before proceeding..

The Payment details, BG or exemption details can't be edited beyond this point.

Are you sure you want to proceed further or click on Cancel to go back to edit.

**Portal Alert**

➤ If payment is made through Swift Transaction, Bidder should use EMD Exemption facility and upload relevant documents as Exemption document before proceeding.

➤ If Payments for variable EMD is to be made, avail EMD exemption for the amount for which payment is not to be made. .

➤ Bidders making payment through Swift Transaction, should use EMD Exemption and Tender Fee Exemption facility to upload the Swift transaction receipt. Beyond this stage, you will not be able to edit Fee, BG details and Exemption details.

➤ Please confirm that the BG details, exemption and amount to be paid are correct. .

➤ BIDDERS ARE ADVISED TO KEEP THE ACCOUNT FROM WHICH THEY SUBMIT THE EMD, ACTIVE UNTIL THE BID IS AWARDED TO FACILITATE REFUNDS. .

I hereby confirm that the above payment details are correct.

Also the bidder will be prompted to pay online EMD, along with details of the Date and Time when he has confirmed the EMD details in above page, as shown below:

Bid Process List			
S.No	Bid Process	Data Source	Action
1	Profile	Internal	✔

Bid Payment Details					
S.No	Fee Type	Actual Fee (Inclusive of Taxes)	Exempted Fee	Amount To Be Paid	Paid Fee
1	Emd Fee	13,200 (INR)	0.00	13,200 (INR)	0.00

Pay Online

Encrypt&Upload

**Note :**

➤ If you have initiated online payment, then you unable to proceed through offline mode.

➤ You have clicked on Confirm to Pay button on 07-Nov-2024 04:37 PM, hence editing of exemption will not be available.



## Special Instructions to the Bidder for participating in e-Tender

**Online payment option**- There are two options i.e. **Online NetBanking** or **NEFT / RTGS** mode.

- a. In case of **Online Net Banking**, bidder must have net-banking user ID and password.
- b. In case of **NEFT / RTGS**, site will generate the Payment Challan, which bidder will submit to his bank in physical form for making payment. After making payment, bidder to update the payment detail on to e-Tender portal.

a. **Online Net Banking**

In case Net Banking is selected by clicking on - “*Online Net Banking*”, System will take bidder to Payment Gateway site where bidder has to select net-banking bank name, here in the example, State Bank of India is selected. Bidder can make payment as any other net-banking payment is being made.



## Special Instructions to the Bidder for participating in e-Tender

**OnLine Payment Gateway**

Organisation Chain :  
Tender Title :  
Tender ID :  
Tender Ref No. :

Bid Payment Details			
Fee Type	Actual Fee (Inclusive of Taxes)	Exempted Fee	Fee To be Paid
Tender Fee	0	0	0.00
Emd Fee	13,200	0	13,200
<b>Total Fee</b>			<b>13,200</b>

**Choose Payment Option**

Online Net Banking  
 NEFT / RTGS

[Back](#) [Submit](#)

**Note**

BIDDERS ARE ADVISED TO KEEP THE ACCOUNT FROM WHICH THEY SUBMIT THE EMD, ACTIVE UNTIL THE BID IS AWARDED TO FACILITATE REFUNDS.



## Special Instructions to the Bidder for participating in e-Tender

OnLine Payment Gateway

Payment Verification

Organisation Chain :  
Tender Title :  
Tender ID :  
Tender Ref No. :

**Pay Model : Online Net Banking**

✓ **Terms And Conditions.**

- You are being redirected to the Online Net Banking site.
- You have to complete the transaction with in the session time which is approximately 15 minutes.
- Money once transferred towards tender fee shall not be refunded at any point of time.  
This is applicable even in case you have not completed the tender process.
- Once payment is successfully completed, you will be automatically redirected back to e-Procurement site.
- It is the responsibility of the Individual to ensure that the payment is successfully completed and eProcurement system is not responsible for any malfunctions in the Bank payment gateway.
- please take print screen for bank acknowledgement page.
- **BIDDERS ARE ADVISED TO KEEP THE ACCOUNT FROM WHICH THEY SUBMIT THE EMD, ACTIVE UNTIL THE BID IS AWARDED TO FACILITATE REFUNDS.**

Back Submit



## Special Instructions to the Bidder for participating in e-Tender

**Terms and Conditions For Online Payments**

The Terms and Conditions contained herein shall apply to any person ("User") using the services of Indian Oil Corporation Limited, hereinafter referred to as "IOCL", for making Earnest Money Deposit(EMD) payments through an online Payment Gateway Service ("Service") offered by ICICI Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through IOCL's website i.e. <https://iocletenders.nic.in/>. Each User is therefore deemed to have read and accepted these Terms and Conditions.

**A. Privacy Policy**

IOCL respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes IOCL's treatment of personally identifiable information that IOCL collects when the User is on the IOCL's website. The IOCL does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, IOCL may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by IOCL's website or seek voluntary information from the User.

Please be aware, however, that IOCL will release specific personal information about the User if required to do so in the following circumstances:

- a. in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b. if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c. to protect or defend IOCL's legal rights or property, the IOCL's site, or the Users of the site or;
- d. to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of IOCL's website/offering.

**B. General Terms and Conditions For Payment made via Payment Gateway**

Once a User has accepted these Terms and Conditions, he/ she may register on IOCL's website and avail the Services.

The transaction charges for conducting the transaction using net banking on IOCL portal will be INR10+app taxes

In case the bidder is using the ICICI bank corporate banking, it is mandatory to switch off the pop blocker in the browser while authorizer is authorizing the transaction

IOCL's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of IOCL's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by IOCL with respect to such use. Each User accepts and agrees that providing of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of IOCL.

I accept the Terms & Conditions

Indian Oil Corporation Ltd etendering

Reference No. : 8453886 Total Amount : INR 13200

Netbanking

ALL BANKS

State Bank of India

[Cancel](#)

VERISIGN TRUSTED

PCI DSS COMPLIANT

Verified by VISA MasterCard SecureCode

Powered by WORLDLINE

Your transaction is processed through a secure 2048 bit https internet connection based on secure socket layer technology. For security purposes, your following details have been logged.



## Special Instructions to the Bidder for participating in e-Tender

WORLDLINE

**CONFIRMATION**

Amount (in INR.)	13200
Convenience Fees (in INR.)	10.0
Tax (in INR.)	1.8
Total Amount (in INR.)	13211.80

BACK

CONFIRM

As per instructions from CBDT, we are migrating SBI Payment gateway from existing OLTA Income Tax Payment functionality(maintained by NSDL) to new Income Tax Portal( TIN 2.0 Portal) from 1st

Personal Banking

Corporate Banking / yono BUSINESS

Username & Password are case sensitive

User ID\*

Enter user ID

Password

LOGIN

RESET

Virtual Keyboard

~	!	@	#	\$	%	^	&	*	(	)	_	+	
.	8	5	6	3	4	1	2	0	9	7	-	=	
e	w	t	q	r	u	o	p	i	y	{	}		
a	f	s	g	d	j	l	h	k	[	]	\	/	
z	v	c	x	b	n	m	<	>	:	:	'	"	
CAPS LOCK			CLEAR					?	.				

Disclaimer

The privacy contract is between you and the service provider. Bank is only facilitating the payment mechanism and is not responsible for any discrepancy by the service provider

- Mandatory fields are marked with (\*)
- Do not provide your username and password other than this page
- Your username and password are highly confidential. Never part with them. SBI will never ask for this information.
- Reversal/Refund of failed merchant payment usually take 1-2 days. Kindly wait for minimum 24 hours before raising a complaint.
- Please ensure your account has sufficient balance
- Please ensure valid OTP is keyed-in
- Please ensure to complete the payment transaction well within time limit

This site is highly secured  
with 256 - bit encryption certified by VeriSign



## Special Instructions to the Bidder for participating in e-Tender

Once, payment is SUCCESSFUL, payment complete message will flash and bidder can freeze the bid.

**Print**

**Your Online transaction has been completed successfully.**

**Back**

**Online Payment Details**

Organization Chain : IndianOil Corporation Limited  
Tender Reference Number :  
Tender Title :

Tender Id :  
Bank Name : **ICICI Bank**  
Bank Number : 1234  
PRN Number : 123456789  
Transaction Status : **Success**

---

Tender Fee (INR): 0.00  
Availed Tender Fee Exemption (INR): 0.00  
Tender Fee Paid (Tender Fee - Availed Tender Exemption Fee)(INR): 0  
EMD Fee (INR): 5,400  
Availed EMD Exemption Fee in Percentage : 0  
Availed EMD Exemption Fee (INR) : 5,390  
EMD Fee Paid (EMD Fee - Availed EMD Exemption Fee) (INR): 10

---

Total Fee (Tender Fee + EMD Fee To be Paid) (INR): **10**

Click Freeze button to conclude your bid submission process. **Freeze Bid Submission**



## Special Instructions to the Bidder for participating in e-Tender

### b. NEFT / RTGS payment

In case bidder selects payment mode as NEFT / RTGS, a payment challan will be generated for making payment. Bidder to note that they should make NEFT payment atleast two working days in advance to Bid Submission End Date of Tender.

#### **Note:**

1. Only after realization of payment at e-Tendering Portal, “Freeze Bid Submission” button shall be enabled and bidder can submit their offer by clicking on “Freeze Bid Submission” button.
2. If the bidder submits bid through claiming “Full Exemption” and uploads NEFT /RTGS payment proof as supporting exemption document for whatsoever reason (e.g. late submission of EMD to bank, wrong account selection etc.), such bids **shall be summarily rejected**.



## Special Instructions to the Bidder for participating in e-Tender

**OnLine Payment Gateway**

Organisation Chain :  
Tender Title :  
Tender ID :  
Tender Ref No. :

Bid Payment Details			
Fee Type	Actual Fee (Inclusive of Taxes)	Exempted Fee	Fee To be Paid
Tender Fee	0	0	0.00
Emd Fee	13,200	0	13,200
<b>Total Fee</b>			<b>13,200</b>

**Choose Payment Option**

Online Net Banking  
 NEFT / RTGS

[Back](#) [Submit](#)

**Note**

**BIDDERS ARE ADVISED TO KEEP THE ACCOUNT FROM WHICH THEY SUBMIT THE EMD, ACTIVE UNTIL THE BID IS AWARDED TO FACILITATE REFUNDS.**

## Special Instructions to the Bidder for participating in e-Tender

**OnLine Payment Gateway** **Payment Verification**

Organisation Chain :

Tender Title :

Tender ID :

Tender Ref No. :

**Pay Model : NEFT / RTGS**

**✓ Terms And Conditions.**

- You are being redirected to the NEFT / RTGS site.
- You have to complete the transaction with in the session time which is approximately 15 minutes.
- Money once transferred towards tender fee shall not be refunded at any point of time.  
This is applicable even in case you have not completed the tender process.
- Once payment is successfully completed, you will be automatically redirected back to e-Procurement site.
- It is the responsibility of the Individual to ensure that the payment is successfully completed and eProcurement system is not responsible for any malfunctions in the Bank payment gateway.
- please take print screen for bank acknowledgement page.
- **BIDDERS ARE ADVISED TO KEEP THE ACCOUNT FROM WHICH THEY SUBMIT THE EMD, ACTIVE UNTIL THE BID IS AWARDED TO FACILITATE REFUNDS.**

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This Privacy Policy describes IOCL's treatment of personally identifiable information that IOCL collects when the User is on the IOCL's website. The IOCL does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, IOCL may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by IOCL's website or seek voluntary information from the User.

Please be aware, however, that IOCL will release specific personal information about the User if required to do so in the following circumstances:

- a. in order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b. if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c. to protect or defend IOCL's legal rights or property, the IOCL's site, or the Users of the site or;
- d. d) to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of IOCL's website/offerings.

**B. General Terms and Conditions For Payment made via Payment Gateway**

Once a User has accepted these Terms and Conditions, he/ she may register on IOCL's website and avail the Services.

The transaction charges for conducting the transaction using net banking on IOCL portal will be INR10+app taxes

In case the bidder is using the ICICI bank corporate banking, it is mandatory to switch off the pop blocker in the browser while authorizer is authorizing the transaction


IOCL's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives/ procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of IOCL's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by IOCL with respect to such use. Each User accepts and agrees that providing of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of IOCL.


I accept the Terms & Conditions

## Special Instructions to the Bidder for participating in e-Tender

ICICI NEFT/RTGS

Organisation Chain :  
Tender Title :  
Tender ID :  
Tender Ref No. :


 **Response from Bank: Pending**

 [Download ICICI Bank NEFT/RTGS Form](#)

ICICI Bank Response On Payment Details

Instrument Type : ICICI NEFT/RTGS  
Reference No : 1917481038581  
Amount : 13200.00  
Bank Reference No : 8454095  
Status : P  
Status Description : Pending

[Back](#)

 **Note:**

- 1. Success - Payment Status has reached the eprocurement system from Bank.Please proceed bidding.**
- 2. Pending - Payment Status has not been reached the eprocurement system from Bank.Please try after some time.**
- 3. Failure - Payment Failure, please contact the remitted bank.**
- 4. Initiated - Please download NEFT/RTGS form and proceed further.**

## Special Instructions to the Bidder for participating in e-Tender

Bidder to download the NEFT Challan to make payment. Sample Challan is shown below.

NATIONAL ELECTRONIC FUND TRANSFER (NEFT)/ REAL TIME GROSS SETTLEMENT (RTGS)		
(To be filled by Applicant in BLOCK LETTERS)		
Bank's Copy		07/11/24
Sr No	Details of Beneficiary	
1	E-Proc Ref No	1917481038581
2	Beneficiary Name	IOCL
3	Account No.	IOCL8454095
4	IFSC code	ICIC000104
5	Bank	ICICI Bank
6	Branch	ICICI Bank, CMS Mumbai
7	Amount in Rs.	43200.00
8	Amount in words	Rupees Fourteen Thousand Two Hundred Only

SAMPLE

1. It is advised that all bidder make payment via RTGS/NEFT atleast one day in advance to the last day. In the event bidder making payment on the last day and same is not available for the bidder for validation on account of any reason whatsoever, IOCL its banker, or e-procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to submit the tender.
2. It is the bidder's responsibility to ensure that RTGS/NEFT payments are made as the exact details as mentioned in the challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of EMD payment.
3. Bidder is required to generate challan for every tender since details in NEFT challan are unique to the tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender.
4. Under no circumstance, including whether the bidder has made duplicate/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, IOCL Division or its Banker or its service providers are under no obligation to disclose the details of payment made by any bidder.

Remit the amount as per above details, by debiting my/our account for the amount of remittance plus Bank charges.

Customer's Signature  
Contact Phone No:

FOR BANK'S USE ONLY

Rupees  
Debited Applications A/c. Date of Transfer  
Remittance No.

Authorised Signatory

BACK
PRINT
SAVE

WORLDLINE



## Special Instructions to the Bidder for participating in e-Tender

Once, payment status is SUCCESS, Transaction completion message will flash and bidder can freeze the bid. Here it is showing as 'Paid -Subject to Bank Clearance', status will change to Success on next day.

**Print**

**Your Online transaction has been completed successfully.**

**Back**

**Online Payment Details**  

Organization Chain : **Pipelines HO||Contracts**  
Tender Reference Number : **Online EMD Payment Testing -- COIS**  
Tender Title : **Online EMD Payment Testing**  
Tender Id : **2015\_PLHO\_20229\_2**  
Bank Name : **00031020004581**  
Bank Number : **N203150083143537**  
Ref Number : **30311133518**  
PRN Number : **30311133518**  
**Transaction Status : Paid - Subject to Bank Clearance**

---

Tender Fee (INR): 0.00  
Availed Tender Fee Exemption (INR): 0.00  
Tender Fee Paid (Tender Fee - Availed Tender Exemption Fee) (INR): 0  
EMD Fee (INR): 30  
Availed EMD Exemption Fee in Percentage : 0  
Availed EMD Exemption Fee (INR) : 0.00  
EMD Fee Paid (EMD Fee - Availed EMD Exemption Fee) (INR): 30

---

**Total Fee (Tender Fee + EMD Fee To be Paid) (INR): 30**

Click Freeze button to conclude your bid submission process.



## Special Instructions to the Bidder for participating in e-Tender

### 9.0 Help Desk

#### A. Helpdesk Nos. for portal related issues:

Bidders may contact the following resource persons for any assistance required in this regard.

Mr. Ravi	Kolkata	+91-33-24145981 +91-8981665512	Mr. Deepak	Mumbai	+91-9820177883
Mr. Shashi	Noida	+91-120-2448446 +91-8130634323	Mr. Ankit	Gurugram	+91-124-2861416
Mr. Sawan	New Delhi	+91-8130269544	Mr. Darshan		+91-124-2861417
Mr. Mayank	Mumbai	+91-22-26722904	Mr. Shamsher		+91-124-2861418

Help Desk Email ID : [etenderinghelpdesk@indianoil.in](mailto:etenderinghelpdesk@indianoil.in)  
[ethdmkhonic@indianoil.in](mailto:ethdmkhonic@indianoil.in)  
[mkteroetenderhd@indianoil.in](mailto:mkteroetenderhd@indianoil.in)

Business Hours: Mon - Fri, 09:00 to 16:45 Hrs India Time (IST) (GMT + 5:30 Hrs)

#### B. Help Desk Nos. for Payment Gateway (PG), EMD Refunds and RTGS/NEFT transactions related issues:

Levels	Name	Email ID	Contact No.
Level 1		<a href="mailto:etendering@icicibank.com">etendering@icicibank.com</a>	
	Sneha Ega	<a href="mailto:sn.s@icicibank.com">sn.s@icicibank.com</a>	022-61376644
	Suraj Vihire	<a href="mailto:suraj.vihire@icicibank.com">suraj.vihire@icicibank.com</a>	022-61376740
	Prajakta Gaikwad	<a href="mailto:gaikwad.prajakta@icicibank.com">gaikwad.prajakta@icicibank.com</a>	
Level 2	Sushil Kumar Gupta	<a href="mailto:sushilkumar.gupta@icicibank.com">sushilkumar.gupta@icicibank.com</a>	022-61376752
Level 3	Pradeep Kadam	<a href="mailto:pradeep.kad@icicibank.com">pradeep.kad@icicibank.com</a>	




## Special Instructions to the Bidder for participating in e-Tender

### 10.0 Special Note

- Bids can only be submitted / resubmitted before the last (and extended last) date and time of submission as per tender.
- The system time (IST) displayed on e-Tendering web page shall be considered as the reference time for all transactions and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-Tendering system well before the closing date and time of bid.
- No physical bid shall be accepted except the documents as specified in tender.
- IndianOil does not take any responsibility in case bidder fails to upload the documents in the portal within specified time.
- Bidders are requested to provide correct/latest “e-Mail address” and “Mobile No.” for receiving updates related to e-Tender from time to time.

for and on behalf,  
Tender Inviting Authority,  
Indian Oil Corporation Limited

**PUSHPENDRA  
VERMA**  
Digitally signed by  
PUSHPENDRA VERMA  
DN: cn=PUSHPENDRA  
VERMA, c=IN, o=INDIAN  
OIL CORPORATION  
LIMITED, ou=INDIAN OIL  
CORPORATION LIMITED,  
email=VermaP6@indianoil.in  
Date: 2025.02.14 16:33:59  
+05'30'

Plant <b>PPU &amp; CDW</b>	<b>IOCL, PANIPAT REFINERY</b>	Contract Code <b>RHQ, EPCM-3 (P-25)</b>						
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ANNEXURE –B (TERMS & CONDITIONS FOR INDIAN SOURCED COMPONENTS / SERVICES BY FOREIGN BIDDER).


ANNEXURE – C (LIST OF SEAPORTS / AIRPORTS)

ANNEXURE – D (CORPORATE GUARANTEE)

ANNEXURE – E (CLAUSES W.R.T. TAXATION)

ANNEXURE – F (UNDERTAKING BY TENDERERS)

ANNEXURE – G (APROVED TPIA LIST)

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## **1.0 INTRODUCTION**

1.1 These Special Purchase Conditions (SPC) shall be read in conjunction with the General Purchase Conditions (GPC), Material Requisition and any other document forming part of this RFQ wherever the context so requires.

1.2 Where any portion of the GPC is repugnant to or at variance with any provisions of the SPC then unless a different intention appears, the provision(s) of the SPC shall be deemed to override the provision(s) of GPC only to the extent that such repugnancy of variations in the SPC are not possible of being reconciled with the provisions of GPC.

## **2.0 PAYMENT TERMS**

In partial modification to the payment terms as mentioned in the General Purchase Conditions, the payment terms in Bid Data Sheet shall be applicable.

### **2.1 NOTES TO PAYMENT TERMS:**

2.1.1 1st Milestone payment shall be released only after receipt of CPBG (wherever applicable) and manufacturing schedule (in template available on eDMS portal).

2.1.2 Prorate payments shall be applicable on dispatch of material. In case of equipment, prorate shall not be on part of equipment.

2.1.3 In case of indigenous SUPPLIERS, wherever taxes/duties are separately indicated, the order value shall be exclusive of SGST & CGST/IGST. 100% payment of taxes/duties shall be paid along with the payment released against dispatch documents on receipt of Original GST Invoice as detailed in clause 11.

2.1.4 Certification identification of major raw material, in the above payment terms, shall be carried out by IOCL/ tkIS/TPI agency, as applicable.


2.1.5 All final technical documents as per technical specifications provided in PR, in the required number of copies, MUST be sent to tkIS before shipment of the equipment. LC shall specify that payment shall be released with TKIS certificate of receipt of technical documents as one of the negotiable documents. In case the SUPPLIER does not submit these documents to TKIS prior to dispatch clearance, SUPPLIER will claim payment after deducting 5% of their payment due against shipment. This 5% payment shall be made through wire transfer against certification by TKIS.

2.1.6 All dispatches shall be made only after receipt of Dispatch Clearance from IOCL / TKIS.

2.1.7 No initial advance payment along with order shall be made by Owner against supplies as well as services (i.e. supply, transportation, erection, site work etc.).

2.1.8 Total progressive payments shall be limited to maximum as specified above, against receipt of advance bank guarantee for equivalent amount. No progressive payments at any stage other than those milestones specifically mentioned in payment term shall be payable by IOCL.


2.1.9 All Bank guarantee will be issued directly to IOCL by the Bank and SUPPLIER shall enclose copy of the same along with invoice. Banks shall be informed to send a separate confirmation immediately on request of IOCL to expedite processing at IOCL's end.

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- 2.1.10 All payments shall be released within 30 days of receipt of invoice and all requisite documents, complete in all respects.
- 2.1.11 IOCL shall establish the Letter of Credit only on receipt of SUPPLIER's acknowledgement to Fax of Acceptance / Purchase Order (whichever issued earlier) and on submission of 10% Contract Performance Bank Guarantee (CPBG) by SUPPLIER to IOCL.
- 2.1.12 Format for Advance Bank Guarantee (ABG) is enclosed as Annexure –F. Format for Contract Performance Bank Guarantee (CPBG) is enclosed as Annexure – C to the General Purchase Conditions.
- 2.1.14 Foreign Order ABGs shall be addressed to Indian Oil Corporation Limited, Refineries Head Quarters, New Delhi – 110 003. ABGs & CPBGs of Foreign Supplier and shall be sent to the address mentioned in Purchase order
- 2.1.15 Indigenous Order ABGs and CPBGs shall be addressed to Indian Oil Corporation Limited, Project site Address (which will be indicated in the Purchase Order) and shall be sent to Project Site only.
- 2.1.16 For indigenous SUPPLIERS, in case of direct negotiation of dispatch documents payment shall be released only after receipt of materials at site.
- 2.1.17 Supplier shall submit Billing Schedule within three weeks after placement of FOA/PO (whichever is issued earlier) for TKIS/OWNER's approval (wherever applicable). Suppliers requiring multiple dispatches will restrict the number of dispatches to maximum three, unless agreed otherwise by TKIS/ IOCL.
- 2.1.18 In case, delivery basis is on FOT Project Site, deduction on account of delay in delivery (if any) shall be made from milestone payment due immediately after the receipt of material at site.
- 2.1.19 Letter of Credit for foreign supplier shall be opened through a Govt. of India Nationalized / Scheduled Bank and hence need not be confirmed. However, if supplier still insist for confirmed L/C, confirmation charges shall be borne by supplier.
- 2.1.20 In case of Columns/Vessels/Reactors where Template to be supplied by Supplier, 15% payment against raw material identification shall be split in 1%+14% and it shall be specified that 1% payment out of 15% shall be paid after receipt of templates at site. Supplier has to ensure supply of templates within two months from the approval of drawings at least in code.
- 2.1.21 Payment against Billing Breakup shall be made upto 90% of the payment due against dispatch. Beyond that, payment shall be made only after completion of the entire supply. Maximum number of invoice, for payment purpose, against a billing breakup shall be fixed

### **3.0 SPARES**

- 3.1 Quoted prices shall be inclusive of all Mandatory Spares and Commissioning spares and special tools and tackles, as per the technical specifications and scope provided in MR.
- 3.2 All spares quoted by suppliers against the specified MR requirement will be evaluated and recommended for ordering with the main equipment except recommended two years' operation and maintenance spares. In case a supplier does not quote for all spares, they shall absorb the

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price of spares and confirm the complete scope of MR in quoted price.

- 3.3 Commissioning spares and special tools and tackles, if required and mentioned in MR, will be considered for price evaluation and recommended for ordering as quoted by Suppliers. However, Supplier shall be fully responsible and no additional cost shall be paid by IOCL in case commissioning spares/ special tools & tackles over & above those quoted by supplier are required.
- 3.4 Bidders are requested to quote for their recommended two years' operation and maintenance spares but the same will not be considered for price evaluation. The prices quoted for recommended two years' operation and maintenance spares shall remain valid upto 2 years' validity beyond the contractual completion/delivery period of Order. Order of recommended two years' operation and maintenance spares may be placed by IOCL separately, if required. Spares and its quantity shall be decided by IOCL at the time of Order for two years' operation and maintenance spares.

**4.0 TESTING REQUIREMENT**

The quoted Prices shall be inclusive of all testing requirement as per Material Requisition.

**5.0 INSPECTION**


- 5.1 All Material (Both Indigenous and Imported) shall be inspected by any Third Party Inspection Agency (TPIA) out of the following:

Refer Annexure G to SPC for list of approved Third Party Inspection Agencies (TPIA)

- 5.2 Bidder's quoted price shall be inclusive of TPI charges.

- 5.3 Inspection shall be as per following:

- i) QAP will be approved by TPIA incorporating requirements of Inspection and Test Plan, Technical specifications provided with Purchase Order / Contract document.
- ii) The Inspection release note issued by the Third Party Inspection agency shall clearly stipulate that materials/equipment have been inspected as per Code-3 approved drawings and approved QAP.
- iii) Certification of final documents, wherever applicable, for release of final payment, shall be carried out by Inspection Authority issuing the final inspection certificate.
- iv) TPIA shall Review/ Approve SUPPLIER's various procedures like NDT Procedure, Performance Test procedure, Pressure test procedure, PMI procedure and PWHT procedure etc. prior to start of inspection activities.


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- v) TPIA shall carry out inspection of all Project items covered in “List of Equipment” as per the following documents:
- a. Purchase order placed on SUPPLIER
  - b. Purchase Requisition issued to the SUPPLIER
  - c. Approved Drawings by TKIS / IOCL
  - d. Approved QAP/ ITP
  - e. Approved Supplier Documents
  - f. Deviations if any duly approved by TKIS/IOCL
  - g. Applicable Codes & Standards
  - h. Procedures approved by TPIA and accepted by TKIS / IOCL
- vi) TPIA shall carry out physical verification of spares for quantity, quality and compliance to requirements.
- vii) TKIS/IOCL reserves the right to visit supplier/ sub vendor works at any stage of execution.
- viii) All packing list with the equipment, i.e. manuals, drawings, equipment catalogues, etc. shall be certified by TPIA Inspection engineer as packed. TPIA shall verify Packing as per PMS (Packing & Marking Specifications) attached with PR. Special attention shall be paid to sea worthy packing for all goods accordingly. Packing inspection report shall also be furnished by TPIA.
- ix) TPIA shall verify availability of statutory approvals for use of Electrical / Instrumentation items for related hazardous area classification defined in the documents. TPIA shall issue IRN after verification of all such statutory approved documents.
- x) TPIA shall sign „As-Built“ drawings and Certify completeness of Final Documents by ensuring required numbers of data folders including soft copies submitted by the SUPPLIER to IOCL / TKIS as per approved SUPPLIER data/Document control Index (DCI).
- xi) During course of order execution, if any TPIA is blacklisted / holiday listed from the list provided in the tender. The supplier shall not engage the TPIA upon receipt of written instruction from IOCL/TKIS.

## **6.0 TRANSPORTATION**

### **6.1 Indigenous Bidders**

- 6.1.1 Indigenous suppliers are required to dispatch the goods on FOT/ FOR dispatch point basis / FOT Site basis, as mentioned in RFQ Covering letter, through any of the bank approved Transporters. Any deviation shall be subject to prior approval of Owner/TKIS
- 6.1.2 Transportation charges for the items shall be quoted separately as per requirement / scope of MR.

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## 6.2 Foreign Bidder

### 6.2.1 Ocean Freight

6.2.1.1 Ocean transportation from FOB Major International Gateway Seaport of Exit to Port of Entry in India shall be arranged by IOCL (for FOB Orders) through their nominated freight forwarder. Similarly, for air freighted items on FCA International Airport of Exit basis arrangement shall be done by IOCL through their nominated consolidation agent.

6.2.1.2 Supplier shall arrange handing over the material to IOCL designated freight forwarder/ Consolidation agent at the designated port of exit.

6.2.1.3 Following shall be the seaport / Airport of Entry in India:

- Nhava Sheva (Mumbai) Seaport, in case of ocean transportation or New Delhi Airport, for Air Transportation ----- for Panipat,

However, for ODC consignment, Kandla shall an additional Seaport for Panipat,

6.2.1.4 Bidder shall also be required to quote the ocean/ Air freight charges, as applicable from nearest Seaport of Exit to above port of Entry in India. The quote for ocean freight up to Mumbai Seaport of entry is for comparison of bids and will not in any way, limit the Owner's right to contract on different terms.

6.2.1.5 List of acceptable international seaports / airports for containerized cargo is enclosed as Annexure-C. Bidders shall have to choose from the nearest / most convenient seaport to them and indicate in their offer. No other port shall be acceptable. However, for dispatch from North America / Africa / Australia / South America, vendors shall be allowed to choose any major international gateway seaport of exit in the respective area.


6.2.1.6 Owner reserves the right to place the order on any of the specified price basis (FOB or CFR). In case of award, initially the Fax of Acceptance (FOA) shall be placed on FOB basis and Owner / TKIS reserves the right to convert the same to CFR basis at a later date. Therefore, bidder's quoted ocean freight charges should be valid for the entire duration of contract.

6.2.1.7 In case of CFR contract, all shipments of break bulk material and containerized cargo shall be made by suitable vessels certified for sea worthiness and complying with National/ International safety regulations and age of the vessel being less than 25 years. Supplier to coordinate with IOCL nominated Customs House Agent for smooth discharge /delivery of the cargo at the Port of arrival.

6.2.1.8 Quoted Ocean freight charges for Break Bulk cargo delivery shall be on FLT (Full Liner Terms), i.e., all charges at destination port shall be borne by the supplier till the cargo is unloaded on to the wharf /vehicle as the case may be. No Trans-shipment is permitted for Break Bulk Cargo.

6.2.1.9 The Supplier shall not be allowed to change port of Shipment after quoting.

6.2.1.10 The BIDDER will be required to furnish firm cargo details containing weight, dimensions, no. of packages, no. & type of containers required & Port of shipment. In case the actual cargo dispatched exceeds the cargo details furnished, the extra freight incurred by OWNER will be to SUPPLIER's account. However, SUPPLIER shall furnish the shipping details viz. Net/ Gross weight, Volume of consignment, number of packages with dimensions at least two months

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before the expiry of validity of Ocean Freight. In the event of any delay by SUPPLIER, the quoted Ocean Freight charges shall remain valid till the shipment. IOCL reserves the option to ask the bidder to arrange shipment at the quoted freight rates.

6.2.1.11 In case of break-bulk consignment, bidders shall be allowed to quote from the nearest major International Gateway Seaport of Exit.

6.2.1.12 The freight charges shall be quoted by bidder considering inclusion of the following:

- 21 Days Free Period for Containers
- Destination Charges like Terminal Handling Charges, Delivery Order Charges.

**7.0 COMPREHENSIVE MARINE-CUM-ERECTION INSURANCE**

7.1 Comprehensive Insurance (Transit/ Marine cum storage, erection, till handing over of equipment) shall be arranged by IOCL. Therefore, the same shall not be included in the quoted prices. However, all transit insurance up to FOB / FCA International Sea / Air Port of Exit must be included in the quoted Price.

**8.0 CURRENCY OF BID**

8.1 Bidding currency shall be Indian Rupees for Indian bidders and single free foreign currency out of US Dollar / Euro / JPY / SGD /GBP or Foreign Bidders. Foreign bidder shall quote prices in one foreign currency.


8.2 Currency once quoted will not be allowed to be changed. Owner / TKIS shall not be compensating for any exchange rate fluctuation.

8.3 In case of any Indian supply or services quoted by foreign supplier in their bid (Applicable in case of global enquiry), the same shall be quoted only in INR clearly indicating in the offer the name and contact details of the Indian party on whom the order has to be placed.

For this purpose, the Indian sub-supplier's name, material/ services and corresponding price in Indian Rupees, shall be clearly spelt out in the bid of foreign SUPPLIER. In case a Foreign supplier sources supplies/ services within India, the applicable terms & conditions shall be as per Annexure-B to SPC. However, Separate Placement of Order for Indian supply or services shall be subject to TKIS/IOCL"s acceptance

In case, a foreign SUPPLIER order involving part supply/site work/site services in INR separate orders shall be issued with following interlinking clause.

a) In addition to this purchase order No. ...., dt..... on M/s ....., M/s....., is aware that IOCL had awarded another purchase order No..... dt... for , on M/s ....., these two orders are intended for the Completion of complete scope of work as per Purchase Requisition Document, as an integrated package. M/s ..... (Principal bidder) assumes complete responsibility for smooth execution, delivery, performance guarantee, back-up guarantees, project management, and Price reduction for delay, liabilities and responsibilities arising out of both the orders in such a manner appropriate to the Completion of complete order as per Purchase

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Requisition Document. Both these orders are linked to each other and that the splitting of order into two orders, will not lead to any kind of understanding that these two orders, are separate from each other. M/s .... (Principal Bidder) will be responsible for the technical back-up guarantee for both the orders as well as performance bank guarantee. In case of delay in execution of either of the two orders the price reduction for delay in delivery shall be computed on the total order value of both the orders.

8.4 Single Order will be issued for Indian supplier covering entire scope of Material Requisition.

**9.0 GUARANTEE**

9.1 Guarantee period shall be as per Defect Liability Period of General Terms and Conditions of Purchase Condition (GPC) and shall be as per clause no. 14. "Warranty of Title" & 16. "Acceptance of Materials & Guarantees" of GPC.

9.2 In case bidder is qualifying under make in India Policy, as per Material Requisition, i.e., based on bidder being an Indian Subsidiary of a Foreign Principal and the technical qualification criteria is met by the foreign principal OR by the Foreign Principal's holding company OR by another subsidiary of the Foreign Principal called Group Company, then:

Guarantee period shall be 12 months over & above guarantee period specified in GPC.

**10.0 CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG)**


10.1 Within 45 days from the date of issue of Purchase Order (PO) / Fax of Acceptance (FOA), whichever is earlier, the Seller shall furnish Contracts cum Performance Bank Guarantee in the form of Bank Guarantee as per the Owner's proforma (enclosed with Enquiry document) for an amount equivalent to 5% of Total Order Value.

10.2 In case bidder is qualifying under make in India Policy, as per Material Requisition, i.e., based on bidder being an Indian Subsidiary of a Foreign Principal and the technical qualification criteria is met by the foreign principal OR by the Foreign Principal's holding company OR by another subsidiary of the Foreign Principal called Group Company, then Contract cum Performance Bank Guarantee shall be for an amount equivalent to 5% of the order value.


In addition, if the bidder is getting qualified based on the credentials of Foreign Principal then both the bidder and Foreign Principal shall be jointly and severally responsible for order execution and the principal shall furnish a "Corporate Guarantee" from an authorized signatory committing their continued support to the bidder, to ensure that buyer's interests are protected. In case bidder is getting qualified based on PTR from Group Company, then the Foreign Principal, Group Company and the bidder shall be jointly and severally responsible for order execution and Corporate Guarantee shall also be submitted by Group Company in addition to the Corporate Guarantee from Principal.

Further, a declaration in this regard on their company letter head is to be submitted by each of them i.e the bidder, Foreign Principal and Group Company (if applicable) along with the bid.

10.3 Total Order Value shall mean supply price (FOT dispatch point price for Indian bidder and FOB/FCA price for foreign bidders) plus site work (wherever applicable) but excluding taxes & duties,

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- transportation, supervision services and any other charges.
- 10.4 Indemnity Bond/Corporate Guarantee in lieu of CPBG shall not be accepted.
- 10.5 The proceeds of the CPBG shall be appropriated by the Owner as compensation for any loss resulting from the Seller's failure to complete his obligations under the Contract without prejudice to any of the rights or remedies the OWNER may be entitled to as per terms and conditions of CONTRACT.
- 10.6 This CPBG shall also govern the successful performance of Goods and Services during the entire period of Contractual Warrantee/Guarantee/Defect Liability.
- 10.7 The CPBG shall be denominated in the currency of order only. Bill selling foreign exchange rate of State Bank of India, New Delhi on the day of price bid opening shall be considered for currency conversion. In case the rate is not available as on the day of price bid opening, the latest available rate prior to the day of price bid opening shall be considered.
- 10.8 The Contract cum Performance Bank Guarantee shall be valid for the duration of 3 months beyond the expiry of Warrantee/Guarantee/Defect Liability period. The Bank Guarantee will be discharged by OWNER not later than 2 months from the date of expiration of the Seller's entire obligations, including any warrantee obligations, under the CONTRACT.
- 10.9 It will be the responsibility of the Seller to keep the Bank Guarantee fully subscribed. Any shortfall in the value of the Bank Guarantee as a result of encashment by the Owner either in full or in part in terms of Seller's Performance shall be replenished by the Seller within two weeks thereof.
- 10.10 Failure of the successful bidder to submit the above-mentioned **Contract cum Performance Bank Guarantee** shall constitute sufficient ground for the annulment of the award.
- 10.11 Contract cum Performance Bank Guarantee shall not be applicable for order value up to Rs. 25.00 Lakh.
- 10.12 For cases of procurement of piping, electrical and instrumentation bulks and consumables and also against bulk chemicals, 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. 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
- 11.0 TAXES/ DUTIES**  
As per Annexure-E to SPC
- 12.0 FIRM PRICES**
- 12.7 The prices shall be firm and fixed and not subject to any variation, until specified in Bidding Document elsewhere.
- 13.0 PRICE REDUCTION SCHEDULE (PRS)**
- 13.1 This clause shall be as per Cl. 12 of IOCL's General Purchase Condition. The exceptions are given in 13.1.1 & 13.1.2 below:

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- 13.1.1 In case of package items (ordered as a complete system), the price adjustment shall be applicable on the entire order value of that package and not on the value of the undelivered portions (even though a billing breakup has been approved for the package).
- 13.1.2 In case of purchase of bulk items where tolerance limit is specified (e.g. pipes, cables, steel etc.); price adjustment clause shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.
- 13.2 Wherever the supply period and site work are indicated as two separate periods and notice of site readiness is required for site work, intervening period, if any, shall be excluded, while calculating the price reduction for delay. Also In case supplier has delayed the supply beyond CDD, irrespective of actual date of completion of contract (i.e. Site work) price reduction for delay will be applicable.
- 13.3 The total order value for the purpose of PRS shall be FOB Port of Exit Price / FOT Dispatch Point Price plus Site work price (if any)
- 13.4 For the purpose of PRS, part there of shall be considered as one week.
- 13.5 In case of delay in delivery, bidder shall submit credit note/adjustment in GST invoice for PRS, if applicable, on account of delay in delivery.

**14.0 COMMERCIAL LOADING OF OFFERS:** (For Applicability of this clause, Refer BDS)

- 14.1 IN CASE OF DEVIATIONS: It may be noted that deviation to commercial terms indicated in this tender document may not be allowed even though loading has been indicated in this section. This loading shall be applicable only if Owner allows the deviation to any of the indicated commercial terms.

**BASIS OF LOADING**


The Bids shall be loaded on FOT Dispatch Point (Ex Works/Basic plus P&F Charges plus TPI / Other Inspection Charges) basis for Indian vendors and FOB Port of Exit basis for Foreign vendors.

Bidders are requested to submit the offer in line with terms and conditions provided in Tender document.

**14.1.1 CONTRACT CUM PERFORMANCE BANK GUARANTEE (CPBG)**

Contract cum Performance Bank Guarantee for Defect Liability Period shall be required for all cases of Supplies. In case a supplier offers to give a CPBG for less than 5% of order value, loading shall be done for the differential amount.

In case of Differential Amount and Period

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S. No.	Amount Offered by Bidder	Loading
a)	5%	Nil
b)	Less than 5%	Differential between the offered percentage and 5%
c)	Less period than required	Considered as non-submission of PBG and loading equivalent to PBG percentage shall be done

#### 14.1.2 DELAYED DELIVERIES (CONSIDERING GPC CLAUSE OF 0.5% DELAYED ~ 5% TOTAL)

The difference between the quantum as per GPC and that offered by the bidder shall be loaded. For non-acceptance of this clause or for offering Liquidated Damages in lieu of Price Adjustment Clause of GPC, loading of 5% shall be done. In case the clause as per IOCL GPC is accepted but with maximum limit indicated as 5% of undelivered order value, loading of 2.5% shall be done.

Price reduction schedule ( PRS) shall not be applicable in site supervision and training. However the maximum ceiling of PRS shall be considered total contract value which includes all the components.

#### 14.1.3 PAYMENT TERMS

The applicable payment terms should be clearly indicated in the tender documents and bidders should be informed that if they take deviations to the specified payment terms, loading shall be done for interest implication at Benchmark Rate of State Bank of India (SBI) + 1% per annum simple interest applicable on the date of issuance of tender document which shall be mentioned in the tender documents.

Following period shall be considered for loading in case of deviations:


- Drawing approval – 80% of the delivery period.
- Receipt of raw materials at Supplier's works – 50% of the delivery period.
- Final 10% payment also against dispatch – 30 days

14.2 **IN CASE of UTILITIES Consumption:** Cost loading in respect of utilities etc. will be considered as per respective MR/Technical Specification stipulation.

#### 15.0 EVALUATION CRITERIA FOR COMPARISON OF BIDS:

15.1 Following costs, taxes, duties etc., as applicable, shall be used for evaluation of bids:


- Basic cost (including special tools and tackles) (Basis: FOT Dispatch point Price / FOB port of Exit / FCA port of Exit)
- Cost of mandatory and commissioning spares,
- Third Party Inspection charges, and Other Inspection charges, if extra

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- Packing & Forwarding charges [ P&F ] , if extra.
- All taxes and duties applicable in India for both Indian and foreign bidders.
- FOB charges in bidder's country (in case of foreign vendors),
- Port handling charges (for foreign SUPPLIERS)
- Freight (including inland freight charges in case of foreign bidders),
- Testing charges,
- Transit Insurance @ 0.5%
- Site work charges, if applicable
- Site supervision services charges (for number of days as informed in tender), if applicable
- PWAMC charges, if applicable
- 3D Modelling Charges, if applicable
- Training charges, if applicable
- Hazop Charges, if applicable
- Any other Prices as per Scope of MR
- Commercial Loading on account of permissible commercial deviation as per Clause no. 14.0 (if any)
- Cost loading in respect of utilities etc. will be considered as per respective MR Stipulation.
- Loading for cylinder rental charges, if applicable

**NOTE:**

- i) While calculating loading factors and landed cost, marine insurance shall be deducted after deriving the assessable value, in case of Foreign Bidders.
- ii) Deleted
- iii) Evaluation shall take into consideration Government of India guideline with respect to Purchase Preference applicable to Central PSUs, Micro and Small Enterprises (MSEs) as well as any applicable Government of India Guidelines.
- iv) Bid evaluation will be done considering GST rates and HSN quoted by the bidder shall be treated final and bids shall be evaluated on Gross tax basis i.e. after including amount of GST. Any higher rate of tax actually invoiced shall be adjusted in price.
- V) In case of tie between two or more bidders at L-1 position,
  - In case quantity can be equally divided, the same shall be divided equally amongst the bidders.

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- In case quantity cannot be equally divided / does not make commercial sense to divide, discount may be taken from all the lowest bidders and ordered on the lowest bidder (after discount). Discount shall be sought without the need for further approval.
- In case there is still a tie, the bidder with the maximum turnover or the bidder having the maximum order may be ordered the full quantity.

The above shall be governed by Government preference policies (like MSE, PPLC etc.) in vogue. This shall form part of tender documents.

Prices for Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC), if any mentioned in Material Requisition/Technical Specifications/Scope of Tender or equivalent term shall be considered for evaluation. However, Purchase order for PWCAMC shall be placed separately by IOCL.

Ministry of Micro, Small and Medium Enterprises, Government of India have notified the public procurement policy (PPP), 2012 for facilitating promotion and development of Micro and Small Enterprises. Guideline for the same is appended under Miscellaneous Policies, which shall be complied with for evaluation and ordering.

Testing and Inspection charges:

Goods and Services shall be subject to stage wise and final inspection by any of the Third Party Inspection (TPI) agencies (listed in SPC clause 5), and TPI charges are included in quoted prices, and no additional charges shall be paid by Owner. Similarly, all built in import content (if applicable) shall also be subject to inspection by TPI agencies listed in the Instructions to Bidders, in the country of origin of the import content, and charges for the same are included in quoted prices, and no additional charges shall be paid by Owner. It will be bidder's responsibility to arrange for third party inspection (if applicable for tender) and submit third party inspection release note on time. No time extension shall be allowed by IOCL for any delay/lapse in this regard Third party inspection charges for equipment / material / goods shall be included by the Supplier(s) in their quoted prices, from any one of the listed Third Party Inspection Agencies listed


**15.2 Where only Indian Bids are under comparison**

Bids shall be evaluated on the basis of Gross tax delivered cost at Project site considering the components relevant to indigenous supplies as indicated above.

Bids shall be evaluated after considering prices quoted for the components relevant to indigenous supplies as indicated above and the SGST & CGST or IGST quoted by the Bidder in price schedule format / BOQ.


15.2.1 Bidders shall have to quote firm freight charges upto Project site.

15.2.2 In case of ODC / OWC, Indian bidder shall mandatorily quote transportation charges exclusive of SGST & CGST or IGST up to project site, otherwise their offer shall be rejected in view of

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incomplete scope of work.

- 15.2.3 If a supplier/bidder does not quote freight charges and indicates that the freight is on to pay basis or extra at actual, then his ex-works price shall be loaded with the maximum freight charges quoted by other bidders or pro-rated (with respect to approximate distance) on maximum freight charges as quoted by other bidders or by 5% (for items other than pipes) or 7% (for pipes), whichever is more. After Loading, if the same Bidder becomes L1 (lowest) then the order will be placed based on Freight Charges payable extra at actual subject to maximum freight charges by which the prices of the L1 bidder has been loaded.
- 15.2.4 When a bidder does not mention anything about the freight component, the same shall be considered as "NIL" and no further confirmation from bidder shall be sought. Evaluation and ordering shall be done considering freight charges as Nil.
- 15.2.5 If bidder has mentioned freight as "quoted" in the un-priced bid but in the price bid has not mentioned freight charges either in % or amount, then the price quoted shall be considered as inclusive of freight charges and no further confirmation from SUPPLIER shall be sought. Evaluation and ordering shall be done considering freight charges as Nil.
- 15.2.6 Where bidder has quoted firm freight charges, documentary evidence of freight is not required. Bidder shall be paid as per freight quoted by them.
- 15.2.7 In case a Bidder declares that he is not required to be registered under GST laws and Rules, he shall be treated as "Unregistered Taxable Person". In such case, Owner is liable to pay GST under reverse charge and therefore for the purpose of evaluation, bid shall be evaluated after considering GST Rates and Service Accounting Code (SAC) as determined by the Owner
- 15.2.8 In case a Bidder declares that he has applied for GSTIN registration at the time of submission of Bid but GSTIN is not available, he must attach a copy of Application Reference Number (ARN) as proof of his declaration. And in such cases, Bid shall be evaluated after considering GST Rates and HSN Code / Service Accounting Code (HSN / SAC) as determined by the Owner if Bidder has not confirmed or quoted the same.
- 15.2.9 For Supply of Chemicals/Gases, etc in Cylinders, Loading for cylinder rental charges: Bidders are requested to provide free rental period of ..... days for supplied cylinders. In case Bidder does not accept the same or quotes a rent free period less than the no. of days specified in the tender as above, loading shall be done for differential period for ..... cylinders
- 15.3 **Where only Foreign Bids are under comparison**  
Bids shall be evaluated considering the components scope relevant to imported supplies as indicated above.
- 15.3.1 **ODC / OWC cases:** Unless specifically mentioned otherwise, Foreign Bidders shall be required to quote firm freight charges up to

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➤ Nhava Sheva (Mumbai)/ Kandla Seaport, in case of ocean transportation or New Delhi Airport, for Air Transportation.

In case of package items requiring FOT site delivery & site work and services, the port clearance shall be done by the bidder and custom duty paid on-behalf of IOCL (Paid custom duty reimbursable against documentary evidence). The material so cleared at port of entry, shall be issued to bidder as free issue against necessary bond and further loading, local transportation and unloading (on site) shall be done by the bidder.

Bidder shall mandatorily quote transportation charges (exclusive of GST) from Indian Port of Entry to Project site, otherwise offer shall be rejected in view of incomplete scope of work.

15.3.2 **For other than ODC / OWC cases:** Bidders shall be required to quote firm freight charges up to :

➤ Nhava Sheva (Mumbai) Seaport, in case of ocean transportation or New Delhi Airport, for Air Transportation.


In case a bidder declines to quote or does not quote firm freight, freight @ 6% of FOB price for Asia Pacific / Europe and 9% of FOB price for other places or the highest freight charges quoted by any other bidder against the RFQ, whichever is higher shall be loaded.

In case of pipes, in case a foreign bidder has not quoted or not included stowage charges, the same shall be loaded @10% of Ocean Freight.

IOCL will release the order on FOB basis with freight arrangement by its own freight forwarder but will have the option of changing to CFR Indian Port at a later date with freight charges payable up to a maximum of bidder's quote. Ocean freight shall have to be kept valid for the entire duration of the order, irrespective of whether the order has been placed on FOB or CFR basis

15.3.3 Bids shall be evaluated on the basis of landed cost / total cost at Site including third party inspection charges by TPI Agency, all duties, taxes and transportation charges. Comparison cost shall be arrived at **considering Gross of tax** and the following:

- i) F.O.B. price quoted by the bidder (including stowage charges in case of pipes)
- ii) Ocean freight as mentioned above
- iii) Marine insurance @1% of FOB price
- iv) Prevailing rate of Customs duty calculated on CIF Value.
- v) All taxes and duties applicable in India
- vi) Port handling charges @ 3% of FOB value.
- vii) Notional loading of Inland freight charges from Port of Entry to project site @2% of landed cost at Port of Entry
- viii) Inland Transit Insurance @ 0.5%,

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Note: Safeguard and / or Anti-Dumping Duties on Tubes / Pipes / Hollow profiles of Iron, alloy or non-alloy steel or any items, as applicable, shall be considered for loading as per clause no. 11 above.

Foreign bids shall be compared considering the Bill Selling Rate released by State Bank of India as on the date of price bid opening. In case the rate is not available as on the day of price bid opening, the latest available rate prior to the day of price bid opening, shall be considered.

Third party inspection charges for equipment shall be included in the quoted price by the Suppliers. A restricted list of approved TPis is given in Clause No. 5.0 above and Suppliers shall have to confirm to use services of one of these agencies. In case of IBR, Suppliers shall also have to include the charges in their basic price. No documentary evidence will be required for payment of TPI and IBR charges.

15.4 **Where Indian as well as Foreign Bids are under comparison**

15.4.1 **Domestic Bidders:** Bids shall be evaluated as explained in 15.2 above.

15.4.2 **Foreign Bidders:** Bids shall be evaluated on the basis of landed cost at Site as indicated in 15.3 above.

15.4.3 No EPCG benefit is applicable.

15.4.4 CGST & SGST or IGST shall not be included in the quoted prices and shall be payable extra at actuals on submission of Invoice. Payment of per diem charges shall be made after deduction of withholding tax/TDS.

15.5 GENERAL

15.5.1 Taxes and duties will be cost loaded as quoted by the bidder. However, if a SUPPLIER states that taxes/duties are not applicable at present and will be charged as applicable at the time of delivery then his bid shall be loaded by the maximum rate of taxes/duties applicable at the time of evaluation of Bids.


15.5.2 Item rates (other than freight charges), which have not been quoted for in the first instance, will NOT be called for from the Bidders. The prices of such Bidders shall be evaluated based on loading by the highest quoted item rates for such item(s).

The price bids of the Bidders shall be rejected if they do not quote rates for certain items (other than freight charges) and TKIS's estimate for such items is more than 5% contradicts of their quoted price for the item.

Addition/deletion rate:

The lowest bidder shall match the lowest addition/deletion rate quoted by any bidder for the same item against the Enquiry”

Or if addition/deletion rates are given by TKIS, in the Enquiry document, bidders shall confirm acceptance to the same rate.

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## 16.0 **INVOICING INSTRUCTIONS**


For imported goods, the Invoices shall be billed in the name of IOCL. Consignee on the invoices and bill of lading/ Airway Bill shall be in the name of IOCL.

For Indigenous Goods, the invoices shall be billed to IOCL. Consignee in the tax invoices and L/R shall be in the name of IOCL.

CGST & SGST or IGST shall be released only on receipt of GST Invoice containing the following details:-

- (a) Name, address and GSTIN of the supplier;
- (b) A serial number of the invoice;
- (c) Date of issue;
- (d) Name, address and GSTIN or UIN, if registered of the recipient;
- (e) Name and address of the recipient and the address of the delivery, along with the State and its code,
- (f) HSN Codes or Accounting Code of services;
- (g) Description of goods or services;
- (h) Total value of supply of goods or services;
- (i) Taxable value of supply of goods or services taking into discount or abatement if any;
- (j) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- (k) Amount of tax charged in respect of taxable services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- (l) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- (m) Address of the dispatch point where the same is different from the place of supplier;
- (n) Signature or digital signature of the supplier or his authorized representative;

(o) It's the obligation on the part of Bidder / Vendor / Contractor / Consultant to discharge their liability by payment of GST to Government of India in cash OR utilization of Input Tax credit in respect of such supply of services through GST Invoice under this Contract, so that Owner will avail Input Tax credit on such supply. Also it shall be the obligation on the part of the bidder / vendor to include the tax invoices in the return ensuring matching of the tax amount and to ensure timely filing of the return in the GSTN portal. In the event that the input tax credit of the GST charged by the Bidder / Vendor/ Contractor / Consultant is denied by the tax authorities to Owner due to reasons attributable to Bidder / Vendor, Owner shall be entitled to recover such amount from the Bidder / Vendor/ Contractor / Consultant by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, Owner shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on Owner.

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(p) Any deductions in lieu of deviations to the terms and conditions of the purchase order shall be suitably incorporated by the vendor in the invoice presented, else the vendor shall have to necessarily provide a credit note upon intimation by IOCL within a stipulated time period and any delay in payment due to the delay in providing credit note shall be to the vendor's account.

(q) Above details are only for illustration purposes and it is obligatory for the bidder to issue GST Invoice as per provisions of GST Act and Rules made there under

**17.0 PART ORDER CONDITION**(For Applicability of this clause, Refer BDS)

Seller hereby agrees to accept part order at Owners option without any limitation whatsoever. Any charges quoted extra as lumpsum shall be applicable prorata on value basis in the event of part order.


**18.0 FRAUDULENT PRACTICES**

The OWNER requires that Bidders/ Contractors observe the highest standard of ethics during the award/ execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the Owner, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.

- a. The OWNER will reject a proposal for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.
- b. Bidder is required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit.
- c. In case, the information/ document furnished by the Bidder/ Contractor forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, Owner shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/ Contractor without any prejudice to other rights available to Owner under the contract such as forfeiture of CPBG/ Security Deposit, withholding of payment etc.
- d. In case, this issue of submission of false documents comes to the notice after execution of work, Owner shall have full right to forfeit any amount due to the Bidder/ Contractor along with forfeiture of CPBG/ Security Deposit furnished by the bidder/ contractor.
- e. Further, such bidder/ contractor shall be put on Blacklist/ Holiday/ Negative List of OWNER/TKIS debaring them from future business with Owner & TKIS for a time period, as per the prevailing policy of OWNER & TKIS.

**19.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS**

19.1 All Foreign nationals coming to India for execution of Projects/ Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict

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adherence of following norms:

- a. Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organization, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
- b. Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.
- c. Under no circumstances an Employment Visa is granted for routine, ordinary secretarial/ clerical jobs.

19.2 Bidders are advised in their own interest to check latest Visa rules from Indian Embassy/ High Commission in their country in case Foreign nationals are required to be deputed to India during execution of the Contract.

**20.0 ACCEPTANCE OF BANK GUARANTEE (BG)**

The performance bank guarantee(s) shall be as per the Proforma appended with GPC. All bank guarantees should be submitted by Seller's bankers directly to the Owner. Seller shall enclose copy of bank guarantee(s) along with the invoice. Bank Guarantee(s) shall be submitted as per the following details:-


20.1 Selection of Bank:-

- a) BG upto INR 20 Million can be accepted if it is issued by an Indian branch of any scheduled bank appearing in the Second Schedule to the RBI Act, 1934.
- b) BG of above INR 20 Million can be accepted if it is issued by an Indian branch of:
  - (i) Any Nationalized / PSU bank appearing in the Second Schedule to the RBI Act, 1934
  - Or
  - (ii) Any scheduled bank (other than a Nationalized Bank / PSU bank) having at least Desired Credit Rating at the time of acceptance of BG

Desired credit rating is defined as under:

Bank	If the tenor of BG is more than 1 year, credit rating of	If the tenor of BG is upto 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 banks	'AA' of CRISIL or equivalent	'A 1 +' of CRISIL or equivalent i.e. highest short term rating

- c) Apart from above, BG, irrespective of its amount, issued by any other bank including but not limited to non-scheduled banks, foreign branches of scheduled banks and foreign

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branches of foreign banks, can be accepted provided such BG is confirmed / counter guaranteed by any bank mentioned above at 20.1.b.

20.2 Credit rating

The vendor shall note that , in case of acceptance of BG issued or confirmed / counter guaranteed by a bank mentioned at para 20.1.b (ii), if the credit rating of such bank falls below the Credit Rating mentioned under clause 20.1.b(ii) during the validity period of BG, the Contractor shall either submit a fresh BG or get the existing BG confirmed/counter guaranteed, at its own cost, through a bank mentioned above at 20.1.(b) (having at least desired Credit Rating as mentioned above, if applicable). In case of non-submission of bank guarantee (s) , without prejudice to any other right or remedy available to the owner, the owner shall be entitled to en-cash the bank guarantee(s).

20.3 The vendor at the request of the owner extend the validity of the Bank Guarantee(s) for such further period(s) as may be required failing which without prejudice to any other right or remedy or remedy available to the owner, the owner shall be entitled to en-cash the bank guarantee(s) .

20.4 The vendor to ensure the validity of all bank guarantee(s) as stipulated else-where in the bidding documents/contract and no payments shall be released to the contractor, if the validity of the bank guarantee(s) is less than 30 days unless otherwise specifically intimated to the contractor. “

Beneficiary Bank details are as follow, vendor can use these details for issuance of EMD /ABG / PBG (if any).

S.NO.	PARTICULARS	DETAILS
1	Name of Beneficiary Bank	STATE BANK OF INDIA
2	Branch Name / CODE	CAG-II NEW DELHI (17313)
3	Name of Beneficiary	INDIAN OIL CORPORATION LIMITED
4	RTGS/ISFC CODE	SBIN0017313


**21.0 Settlement of Commercial Disputes between Central Public Sector Enterprises (CPSEs) inter se and CPSE(s) and Government Department(s)/ organization(s)**

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs)/ Port Trusts inter se and also between CPSE(s) and Government Department(s)/ organization(s) (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM no. 4(1)/2013- DPE(GM)/FTS-1835 dated 22-05-2018.”

**22.0 REVERSE AUCTION (For Applicability, Refer BDS):**

Refer Sl. No. 33.6 of ITB

**23.0 REPEAT ORDER:-**

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- i) Applicability will be as per BDS.
- ii) This clause shall be as per Cl. 33 of IOCL"s General Purchase Condition.


**24.0 VERIFICATION OF AUTHENTICITY OF DOCUMENTS:-**

Verification of authenticity of documents shall be done for the successful bidders only in case of all open Tenders/ Enquiries.

Submission of authentic documents is the prime responsibility of the bidder. Wherever IOCL has concern or apprehension regarding the authenticity/ correctness of any document, IOCL reserves the right to get the documents verified from issuing authority/any relevant source. If documents (part or full) are found forged, such offers will be summarily rejected, EMD will be forfeited, orders if any placed against subject tender will be terminated and may be debarred from future tenders. For the purpose of verification bidders shall submit complete client details with names, address, phone number, e-mail ID etc.

**25.0 SUB VENDOR LIST:**


Successful bidders shall follow the attached (Annexure G to SPC) approved vendor list for all bought out items. In case of any missing item category, the vendor shall immediately propose the vendors along with all credentials for OWNER / CONSULTANT approval.

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**ANNEXURE-A**

PROFORMA OF BANK GUARANTEE  
(ADVANCE)  
(On non-judicial paper of appropriate value)

As enclosed with GPC

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## **ANNEXURE – B**

### **TERMS & CONDITIONS FOR INDIAN SOURCED COMPONENTS / SERVICES BY FOREIGN BIDDER**

Foreign bidder may source components / sub-supplies and services from India, if allowed as per Material Requisition. For such sub-supplies / services, Commercial Terms & Conditions of the RFQ shall stand modified to the following extent:

**1. PRICING:**

- 1.1 Unit and total price on FOT Despatch Point basis including packing and forwarding charges.
- 1.2 Details of Taxes and duties (rates) payable extra on the finished goods, applicable on Indian sub-suppliers. Income Tax on the services/works to be performed from India shall be included in quoted price of Indian component.
- 1.3 Separate and clear break-up of charges for inland transportation is to be quoted by the bidder.
- 1.4 Materials are required to be dispatched on door delivery basis through a reliable bank approved Road Transport Company.
- 1.5 Transit insurance of Indian sub supplies shall be borne and arranged by the IOCL.

**2. CURRENCY OF QUOTE:**

The quoted price of sub-supplies/ services shall be in Indian Rupees only.

**3. AWARD OF ORDER:**

Foreign Principal shall be the single point responsible SUPPLIER for entire scope of MR. However separate Purchase Order with interlinking clause as per SPC may be agreed subject to TKIS/ IOCL's acceptance.

**4. DELIVERY:**

The delivery period for sub-supplies shall be on FOT site basis within specified delivery period for foreign bidder as per Terms of RFQ/Bidding document.


**5. PRICE REDUCTION SCHEDULE:**

PRS shall be applicable in totality on foreign scope + Indian sourced component and site work (if any) for delay in supply of goods/ site work either by foreign principals or Indian counterpart.

**6. PAYMENT TERMS:**

**Payment of Indian sub supplies/Services**

- 85% through E-Payment with taxes and duties will be paid against receipt of Indian sourced goods/material at project site.
- 10% against receipt of Indian supplies at site and delivery of main equipment by foreign bidder, as per Terms of bidding document and completion of site work, wherever applicable.
- 5% on submission of Final/As built Drawings/Documents/Data/Manual in requisite

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number of copies/sets/CDs as per VDR specified in Purchase Requisition, by main bidder.


Note

- Payment of Indian sub supplies/Services shall be released directly to Indian counterpart against Invoices raised by Indian counterpart duly certified by foreign principal.
- In case of Foreign bids with Indian sub supplies, the payment terms of Foreign bidder against shipping documents stands reduced by 5% which shall be released as follows:
 

5% payment shall be released thru wire transfer, on delivery of main equipment by foreign principal (as per terms of enquiry document) as well as receipt of Indian supplies at site.
- The payments shall be made after adjustment of Price Reduction Schedule.
- If foreign principal delivers all their foreign sourced goods with Indian sourced delivery yet to be completed and further requests for release of last 10% payment, then this last 10% shall be released to foreign principal by TKIS against the submission of bank guarantee for this 10% of order value valid for 03 months from CDD plus 1 month claim period or till completion of Indian sourced items, whichever is later.

7. **CONTRACT PERFORMANCE BANK GUARANTEE:**

Foreign principal shall submit the Contract performance bank guarantee for 5% of total order value including value of foreign portion and Indian sourced components plus site work, if any, (Indian component of INR shall be converted to foreign currency for obtaining the Contract Contract Performance Bank Guarantee for 5% of total order value, considering Bill selling foreign exchange rate of State Bank of India, New Delhi on the day of price bid opening shall be considered for currency conversion. In case the rate is not available as on the day of price bid opening, the latest available rate prior to the day of price bid opening shall be considered)

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**ANNEXURE – C**

**LIST OF SEAPORTS**


- A. EUROPE: FELIXSTOWE / ANTWERP / ROTTERDAM / HAMBURG / BARCELONA / GENOA / LA SPEZIA / LE HAVRE / FOS SUR MER / GOTHENBURG / COPENHAGEN / GIO TAURO
- B. FAR EAST  
 JAPAN: YOKOHAMA / KOBE / MOJI / NAGOYA / OSAKA  
 CHINA: DALIAN / XINGANG / QINGDAO / HONG KONG / SHENZHEN / SHANGHAI  
 SINGAPORE  
 MALAYSIA PORT KELANG  
 KOREAN SEAPORT BUSAN
- C. MIDDLE EAST  
 JEBEL ALI

NOTE: From other continents (Africa, North and South America, Australia), vendors will quote considering FOB major International Gateway Seaport of Exit.

**LIST OF AIRPORTS**

SI No	COUNTRY	LOAD PORT
1	US	ATLANTA
		BOSTON
		CHICAGO
		NEWYORK
		DALLAS
		HOUSTON
		LOS ANGES
2	UK	LONDON & Other Airports
3	UAE	DUBAI
4	NETHERLANDS	AMSTERDAM
5	SWEDEN	STOCKHOLM
6	SINGAPORE	SINGAPORE
7	LUXEMBORG	LUXEMBORG
8	JAPAN	TOKYO
		OSAKA
9	ITALY	MILAN & Other Airports
10	GERMANY	FRANKFURT & Other Airports
11	FRANCE	PARIS & Other Airports
12	CANADA	MONTREAL
13	BELGIUM	BRUSELLS

NOTE: From other countries vendors will quote considering FCA major International Gateway Airport of Exit.

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## ANNEXURE-D


### CORPORATE GUARANTEE

This Corporate Guarantee made on this \_ day of \_\_\_\_\_ month \_\_\_\_\_ year by M/s \_\_\_\_\_ (Parent Company/Group Company/affiliate), a Company organized and existing under the laws of \_\_\_\_\_ and having its registered office at \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (hereinafter referred to as the "Guarantor" which expression shall unless repugnant to the subject or context deemed to include their successors and assignees) at the request and/or behest of \_\_\_\_\_ ' a Company organized and existing under the laws of \_\_\_\_\_ having its registered office at \_\_\_\_\_ (hereinafter referred to as "Bidder"), in favour of IOCL, a Public Company organized under the laws of India having its Registered office at \_\_\_\_\_ (hereinafter referred to as "Beneficiary").

Whereas:

The Beneficiary floated a public tender dated no. \_\_\_\_\_ for \_\_\_\_\_ (Purpose). The Bidder has submitted its quotation dated \_\_\_\_\_ and has represented to the Beneficiary that the Bidder is the wholly owned subsidiary/Group Company/affiliate of the Guarantor and that the Bidder has access to and the Guarantor shall make available necessary financial and technical support as required by the Bidder for successful execution of the contract, if awarded to the Bidder, for the Purpose. Accordingly, the Guarantor is ready and willing to give this Corporate Guarantee on the terms and conditions hereinafter contained. We, the Guarantor are hereby recording the terms and conditions governing our obligations under this Guarantee with the intent of being legally bound by the same and hereby agree, covenant and bind ourselves as follows:-


1. The Guarantor hereby irrevocably and unconditionally guarantees to the Beneficiary, the performance by the Bidder of its obligations under the terms and conditions of the tender and the contract, upon the contract being awarded to them. The Guarantor shall execute such other deeds and documents as may be desired by the Beneficiary in this regard.
2. The Guarantor unconditionally and irrevocably guarantees to the Beneficiary that it will make available or cause to be made available to the Bidder all financial, technical support and expertise, expert manpower and procurement assistance and project management and other resources required to ensure that the Bidder can carry out its obligations as per the tender terms and conditions and that the Bidder at all times fully and effectively discharge its obligations under the terms and conditions of tender, including by discharging the obligations within the time and cost so stipulated.
3. The Guarantor hereby agrees that if the Bidder shall in any respect commit any breach or fails to fulfill any of the terms of the contract/tender or complete it in all respects or if there is a failure to make any supplies or if any material, equipment or machinery under the contract so supplied is not of the required specifications or does not perform as

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envisaged under the contract, then the Guarantor undertakes to forthwith perform the same and fulfill all the obligations required under tender/contract terms & conditions (including payment of any liquidated damages) on behalf of the Bidder without any extra cost and time implications. The decision of the Beneficiary with respect to breach/failure by the Bidder shall be final and binding on the Guarantor.

4. The Guarantor further undertakes to indemnify and keep harmless the Beneficiary against all losses, damages, expenses, claims, costs (including legal costs and attorney fees) which may be suffered or incurred or threatened to be suffered or incurred by the Beneficiary due to the failure or breach on the part of the Bidder under the contract and/or the Guarantor under this Guarantee.
5. The Guarantor assures and undertakes that during the term of the contract or of any guarantee for performance as per the contract, the Bidder shall continue to be the wholly owned subsidiary/affiliate/group company of the Guarantor and the Guarantor's liability shall not be affected due to any incapacity or lack of power or legal personality or change in the status of the Bidder or the Guarantor.
6. The Guarantor's liabilities under this Guarantee shall not exceed the maximum limit liability (if any) of the Bidder under the tender/contract terms and conditions.
7. The obligation of the Guarantor shall take effect from the date of this Guarantee and shall be independent of any other security given under the contract and remain in full force until all the obligations of the Bidder under the tender/contract have been fully performed and discharged and/or all sums of money payable to Beneficiary have been fully paid.
8. The liabilities of the Guarantor shall not be discharged, diminished or otherwise affected by:-
  - (a) Any change in the Articles of Association or Bye-Laws or constitution of the Bidder or the Guarantor.
  - (b) Any amendment to the contract (including any extension of time) or any waiver granted to the Bidder.
  - (c) The dissolution, amalgamation, reconstruction or reorganization of the Bidder or the Guarantor.
9. NOTICE:  
Any notice, demand, declaration or other communication to be given by the Beneficiary or the Guarantor to the other shall be in writing, in English language and delivered in person or by Air Mail or by Courier Services or by Facsimile or by E-Mail to the address given below and shall be deemed to be validly served after two days from the date thereof:-

For Guarantor  
Attention of  
Mailing Address

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Email Address  
Fax No.

For Beneficiary  
Attention of  
Mailing Address  
Email Address  
Fax No.

10. No modification, alteration or amendment of this Guarantee or any of its terms or provisions shall be valid or legally binding unless the Beneficiary consents to the same in writing.
11. No failure to take any action with respect to a breach of this Guarantee or a default by any other party shall constitute a waiver of the Beneficiary's right to enforce any provision of this Guarantee or to take action with respect to such breach or default or any subsequent breach or default.
12. The Guarantor confirms that it has all the necessary powers and corporate authority to issue this Guarantee in favour of the Beneficiary and this Guarantee constitutes a valid legal and enforceable document under the law to which it is subject. The undersigned has full power to issue this Guarantee under the power of Attorney /Resolution of Board of Directors Dated----- granted to him by the Guarantor.
13. **GOVERNING LAW AND JURISDICTION:**  
This Guarantee shall be exclusively governed by and construed in accordance with the laws of India without giving effect to the principles of conflict of laws therein. No party shall take a plea that any forum is inconvenient.
14. **DISPUTE RESOLUTION:**  
Any dispute arising out of or in relation to this Guarantee shall be resolved by arbitration as per the provision set out in the tender document.

IN WITNESS WHEREOF the Guarantor has duly executed this Guarantee as at the date first above written.

For and on behalf of Guarantor,

Witness Signature

\_\_\_\_\_  
(Signature) Name:

Corporate Seal Designation:

Date:

## TAXES & DUTIES

### A. Price basis w.r.t inclusion/exclusion of taxes.

The quoted price shall be deemed to be inclusive of all the taxes and duties except GST (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation cess, if applicable).

1. Prices shall be furnished strictly in the appropriate price schedule format(s) enclosed with the bidding document.
2. Prices quoted by the bidder, shall remain firm and fixed until completion of the contract and would not be subject to any variation, except as otherwise specifically provided in the enquiry document(s).
3. In case of foreign bidders, bidders shall submit their prices on FOB international seaport of exit basis (INCOTERM 2020), unless otherwise stated in the bid document. FOB prices quoted shall be inclusive of all applicable taxes up to FOB international port of exit.
4. Transportation charges (as per price schedule) up to respective project site shall be inclusive of all the taxes and duties except GST.
5. Site work prices, if applicable shall be inclusive of all taxes and duties but except GST. All necessary registrations, if required, for carrying out the site activities shall be done by the bidder and costs towards the same shall be included in quoted site work prices.
6. Prices of per diem supervision charges, training/AMC, if applicable shall be inclusive of all the taxes and duties except GST.

### B. TAX CLAUSES

1. Goods and Services Tax
  - a. Bidder shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by Owner. In the event that the bidder fails to provide the invoice in the form and manner prescribed under the GST Act read with GST invoicing rules there under, Owner shall not be liable to make any payment on account of GST against such invoice.
  - b. GST shall be paid against receipt of tax invoice and proof of payment of GST to Government (or auto-population of input tax credit on GSTIN portal). In case of non-receipt of tax invoice and/or non-payment of GST by the bidder (or non-auto-population of input tax credit on GSTIN portal), owner shall withhold the payment of GST.
  - c. GST payable under reverse charge for specified services/goods under GST Act or Rules, if any shall not be paid to the bidder but will be directly deposited to the Government by owner.
  - d. Where Owner has the obligation to discharge GST liability under reverse charge mechanism and Owner has paid or is liable to pay GST to the Government on which interest/penalty becomes payable as per GST law for any reason which is not attributable to Owner or Input Tax Credit w.r.t. such payment is not available to Owner for any reason which is not attributable to owner, then owner shall be entitled to deduct/set off/recover such amount against any amounts paid/payable by owner to bidder.
  - e. The bidder shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the rules and regulations, as applicable from time to time. In particular, if any tax credit, refund or any other benefit is denied/delayed to Owner due to any non-compliance/delayed compliance by the bidder under the GST Act (including but not limited to failure to upload the details of the sale on GSTN portal, failure to pay GST to the government or due to non-furnishing or furnishing of incorrect or incomplete documents, non-filing of GST return by the supplier), the bidder shall be liable to reimburse Owner for all such losses and other consequences including but not limited to the tax loss, interest and penalty. Owner shall be entitled to recover such amount from the bidder by way of adjustment from the next invoice, encashment of PBG or by way of any other means.
  - f. TDS under GST, if applicable shall be deducted from bidder's bills at applicable rates.

- g. The bidder will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the bidder shall avail and pass on benefits of all exemptions/concessions available under tax laws.
- h. The bidder will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificates and the bidder will be responsible for procurement of material in its own registration (GSTIN).
- i. In case bidder is covered under composition scheme under GST law, then bidder shall quote the price inclusive of GST. Further, such bidder should mention "cover under composition system" in column for GST of price schedule.
- j. Owner will prefer to deal with registered supplier of goods/services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where Owner is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.
- k. E-way bills shall be issued by bidder. Further, in cases of imports, where client is consignee, e-way bill shall be issued by Owner.
- l. In case of foreign bidders, for supervision/site-work/training services by foreign supervisor at project site, GST shall be paid by Owner to tax authorities, if applicable.
- m. Provision w.r.t. E- Invoicing requirement as per GST laws -Bidder(s) who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law will ensure the compliance of requirement of E Invoicing under GST law. If the invoice issued without following this process, such invoice can-not be processed for payment by / owner as no ITC is allowed on such invoices. Therefore, all the payments to such bidder who is liable to comply with e-invoice as per GST Laws shall be made against the proper e-invoice(s) only. Further, returns and details required to be filled under GST laws & rules against such e-invoices should be timely filed by bidder of Goods / Services with requisite details. If input tax credit is not available to/ owner for any reason attributable to bidder (both for E-invoicing cases and non-E-invoicing cases), then owner shall not be obligated or liable to pay or reimburse GST (CGST & SGST/UTGST or IGST) claimed in the invoice(s) and shall be entitled to deduct / setoff / recover such GST amount (CGST & SGST/UTGST or IGST) or Input Tax Credit amount together with penalties and interest, if any, by adjusting against any amounts paid or becomes payable in future to the bidder under the contract.

## 2. IMPORT DUTIES

- a. Direct supplies by foreign suppliers where, Owner is declared as consignee:
  - i. For imported materials sold and consigned directly by foreign suppliers to owners, import duties i.e. Basic custom duty, Social welfare surcharge and IGST as applicable in India shall be directly paid by owner to tax authority.
  - ii. Bill of entry shall be filed by Owner.
- b. Imported supplies by Indian bidders as built in import content
  - i. Custom duties on the imported material shall be included in the quoted prices and bidder shall be responsible for the timely payment of the custom duties to the relevant government authority. All harbour dues/ pilotage fees, port fees, wharf fees, unloading costs incurred in India in respect of any imported goods shall be to bidder's account.
  - ~~ii. Bidder to indicate CIF value of import content and applicable merit rate of basic custom duty, social welfare surcharge on custom duty and IGST included in quoted price, in the price schedule.~~
  - iii. The bidder shall be responsible for, and shall exercise due diligence in properly classifying the goods and materials, undertaking the payment of custom duties, and/or otherwise complying with all applicable laws w.r.t. any import of the goods and materials.

- iv. In case owner is exposed to any penal action, interest /penalties by the custom authorities for incorrect declaration and /or valuation of the goods or material by the bidder, or otherwise on account of any breach of applicable laws in the course of the import of the goods and material by bidder, the bidder shall **indemnify** and hold harmless, Owner for any and all costs, expenses or losses suffered or incurred by Owner this regard.
  - ~~v. If bidder does not furnish built in CIF value and confirm that quoted prices are firm and fixed, in that case bidder shall not be entitled to claim any variation in the custom duties even if bidder has quoted their prices considering custom duties.~~
- c. General points:
- i. The bidder must ascertain and confirm along with supporting documents in the bid, if any custom duty exemption/waiver is applicable to the products being supplied under any CEPA/FTA/multi-lateral/bi-lateral trade agreements between India and bidder's country.
  - ii. The bidder shall be liable to provide all documentation to ensure availment of the exemption/waiver.  
In case the bidder defaults on this due to any reason, whatsoever, he shall be liable to bear the incremental custom duty applicable, if any.
  - iii. Any custom duty applicability on account of any change in the CEPA/FTA/multi-lateral/bi-lateral trade agreement shall be to bidder's account.
  - iv. Documentation to be furnished for availing the exemption/waiver of custom duty shall be specifically listed in the letter of credit also as a prerequisite for release of payment against shipping documents and this documentation shall necessarily form a part of shipping documents.

### 3. INCOME TAX

#### a. Foreign Bidder

Prices for supply, site-work, contracts and other services of Foreign bidder shall be gross of income tax/withholding Tax.

Owner shall deduct applicable tax at source while making payments against each invoice for the supply/services in India. Certificate for Tax Deducted at Source (TDS) shall be provided to the Seller.

#### **INFORMATION REQUIRED FROM FOREIGN SUPPLIERS / CONTRACTORS / CONSULTANTS**

Withholding tax/ tax deductible at source is applicable to the payments to be made to the foreign supplier for services in India. Withholding/ deduction is required to be made at the rates specified in the Indian Income Tax Act as varied by the provisions of any application double taxation avoidance treaty between India and the country of residence ~~citizenship~~ of a foreign Supplier. The Indian Income Tax contains provisions permitting deduction of tax at a lesser rate if the Supplier is able to justify to the Income Tax Authorities such lesser rate of deduction.

Owner will provide bidder with certificates or any other form of documentary evidence issued by the relevant authority regarding the payment of the withholding tax/ TDS.

The Bidder shall comply with all tax laws of India and subject to the provisions related to the Owner, undertakes to file all "returns", "statements" and other documents, which it might be required to file under the laws of India.

It is mandatory for the foreign supplier/contractor/consultant to furnish the following information in case his receipts are subject to tax deduction at source in India:

- i) Bidder shall furnish the PAN Number as per the Indian Income Tax. However, in the case of non-residents not having permanent account number (PAN) then the non-resident bidder can furnish the following information / documents:
  - a) Name, email id, contact number.
  - b) Address in the country of which the deductee is a resident;
  - c) Tax Residency Certificate (TRC) from the Government of that country.
  - d) Tax Identification Number / unique number of the deductee in the country of his residence
- ii) In case, the Bidder's country have DTAA with India

Bidder in their offer shall confirm whether or not India has a Double Taxation Avoidance Agreement (DTAA) with the Bidder's country. In case, DTAA exist, the bidder shall in addition to document listed above shall submit the following documents to claim the benefit under DTAA (Double Taxation Avoidance Agreement) as per the Indian Income Tax requirement:

- Tax Residency Certificate (TRC) from the Government of foreign country. The TRC shall be duly verified by the purpose of tax.
- In addition to TRC, additional information as per Form No. 10F

The above documents shall be furnished before release of any payment or within 1 month of the release of order whichever is earlier. However, bidder in his bid shall confirm that above documents shall be submitted within above time limit in case of award.

In case bidder fails to submit these documents which results to higher tax liability on Owner, than such case, extra withholding tax on Owner due to non-submission of above documents will be deducted from the payment due to the bidder. However, in case the bidder submits these documents, the withholding tax shall be deposited by Owner as per the DTAA between India and the country of the bidder.

#### **b. Indian resident bidder**

The Bidder shall bear all direct taxes, levied or imposed on the BIDDER under the laws of India, as in force from time to time.

The BIDDER shall also be responsible for ensuring compliance with all provisions of the direct tax laws of India including, but not limited to, the filing of appropriate Returns and shall promptly provide all information required by the Owner for discharging any of its responsibilities under such laws in relation to or arising out of this contract.

Prices for supply, site-work, contracts and other services of the Indian bidder shall be inclusive of Indian Income Tax.

Tax shall be deducted at source by the owner from all sums due to the BIDDER/Contractor in accordance with the provisions of the Income Tax Act, 1961, as in force at the relevant point of time.

Owner shall issue a tax deduction certificate to the bidder evidencing the tax deducted or withheld and deposited by owner on payments made to the bidder to enable the bidder to claim the credit of Tax deducted by owner.

- c. Provision w.r.t. TCS on Sale of Goods under section 206C(1H) of Income Tax Act (Applicable only in case of procurement of Goods)

As per section 206C(1H) of the Income Tax Act, 1961 inserted by Finance Act 2020, a seller (as defined

under the said section), who receives any amount as consideration for sale of any goods to a buyer (as defined under the provision) of the value or aggregate of such value as prescribed under the provision in any previous year, shall levy at the time of sale, TCS for a sum equal to % as defined under the act, of the sale consideration as specified in the Act and deposit the same with Government on receipt/collection of consideration from client. Client will avail TCS credit and adjust such TCS credit against its income tax liability on the basis of TCS certificate to be issued by bidder to Client.

### **C. INVOICING METHODOLOGY W.R.T. TAXATION**

All invoices to be raised in the name of IOCL, with GSTIN of site.

### **D. EVALUATION METHODOLOGY W.R.T. TAXES**

Following shall be loaded for evaluation:

i. Applicable Custom Duty (including BCD, Surcharge, Anti-Dumping Duty etc but excluding IGST, which shall be dealt as per bid evaluation methodology given in D (ii) below) shall be loaded for the price bid evaluation in respect of supplies for which Bill of entry has to be filed by Owner.

ii. GST Loading:

a. Output GST quoted by the bidder shall be loaded for Price Bid Evaluation for goods and/ or services.

b. Cess under GST, if quoted, shall also be loaded for Price Bid Evaluation.

iii.. Income tax in case foreign bidder quotes net of taxes.

### **E. TAXATION TERMS FOR INDIAN SOURCED SUPPLIES**

(Applicable in case of foreign supplier)

Shall be the same as applicable for Indian bidders.

### **F. TAX IMPLICATION WHERE FABRICATION YARD IS OUTSIDE THE REFINERY PREMISES, WHEREVER APPLICABLE**

In case of package MR's, since bidder shall bring material in their own name and raise invoice to owner (as per payment milestone achieved) after charging CGST/SGST, location of fabrication yard whether inside or outside refinery will not attract any additional liability.

Where owner issues FIM's to bidder, material will be released against delivery challan and such FIM shall be received back in refinery premises as per provision of GST.

### **G. STATUTORY VARIATION**

As per annexure -2(a) of ATC (Agreed terms and conditions) Indigenous - Clause 4 (d).

**H. TAX INDEMNITY:**

Any errors of interpretation of applicability of taxes and duties by the bidder shall be on bidder's account.

Any fine, penalty or levies, required to be met by the Owner, arising out of non-compliance with respect to Indian taxation provisions by bidder including their personnel or such third party, shall be recovered from the amounts payable to the bidder.

# Annexure - F

*(To be printed on Letter Head of Company)*

NAME OF WORK: \_\_\_\_\_  
\_\_\_\_\_.

TENDER No. : \_\_\_\_\_

UNIQ e-TENDER ID : \_\_\_\_\_

## **Declaration regarding Acceptance of Tender Document**

I/ we confirm that we have quoted the rates in the tender considering Inter-alia the following documents, as applicable for the subject tender:

1. Price bid(BoQ) sheets
2. Techno-Commercial Bid Document
3. PPE Guidelines
4. Addendum / Corrigendum (if any)
5. All other attachments, drawings, specifications etc. which are part of the tender document.

I/we hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all documents mentioned above and all corrigendum/addendum issued. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum and minutes of the pre-bid meeting, if any except the deviations stated in format of "Deviations / Exceptions". In the event of award of contract to us, the complete tender document along with addendum /corrigendum, if any as uploaded by Indian Oil Corporation Limited at e-tender portal [<https://iocletenders.nic.in>] under the subject referring to the above-mentioned tender number shall be considered for constitution of Contract Agreement.

I/ we declare that none of the electronic documents have been tampered with. In case of tampering of electronic documents, the bid shall be rejected outright and EMD forfeited without prejudice to any other rights or remedies available to IOCL.

I / we further undertake and confirm that all the documents submitted by us along with the bid are true and genuine to the best of our knowledge and belief. In case at any time, any document / information furnished by us are found to be forged / false / fabricated / misleading, we shall be solely liable for any legal consequences, penal actions including holiday listing by IOCL.

### **(STAMP & SIGNATURE OF TENDERER)**

Name : .....

Designation : .....

Company Name : .....


Contact Number : .....

Email ID : .....

**EMPANELLED TPI AGENCIES**

1. M/s. APAVE TIV INDIA PRIVATE LIMITED
2. M/s. Bureau Veritas (India) Pvt. Ltd.
3. M/s. Certification Engineers International Ltd.
4. M/s. Edlipse Engineering Global Private Limited.
5. M/s. Gulf Lloyds Industrial Services (India) Pvt. Ltd.
6. M/s. International Certification Services Pvt. Ltd.
7. M/s. Intertek India Pvt. Ltd.
8. M/s. IR Class Systems and Solutions Private Limited.
9. M/s. Meenaar Global Consultants LLP
10. M/s. RITES Limited.
11. M/s. SGS India Private Limited
12. M/s. TUV India Private Limited
13. M/s. TUV Rheinland (India) Pvt. Ltd.
14. M/s.TUV SUD South Asia Pvt. Limited.
15. M/s. VCS Quality Services Private Limited.

The above-mentioned list shall be followed and any other list included elsewhere in the tender stands deleted.

 <b>IndianOil</b>	<b>GENERAL PURCHASE CONDITIONS</b>	<b>RHQ-MC-GPC REV 01</b>
	<b>MATERIAL &amp; CONTRACT DEPTT- RHQ</b>	

# GENERAL PURCHASE CONDITIONS

This document is developed by INDIAN OIL CORPORATION and the information it contains is property of Indian Oil Corporation Ltd. It shall not be used for any purpose other than that for which it is supplied.

CONFIDENTIAL – Not to disclose without Authorization

Feb 2018	General Purchase conditions	P K Sen, GM(M-PJ)	J C Bhoi, DGM(F) S Akhter, GM (F)	DIR (R)
<b>DATE</b>	<b>DESCRIPTION</b>	<b>PREPARED</b>	<b>CHECKED</b>	<b>APPROVED</b>

## GENERAL PURCHASE CONDITIONS

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## GENERAL TERMS AND CONDITIONS OF PURCHASE

### 1.0 **DEFINITIONS**

1.1 Unless repugnant to the subject or context thereof, the following expressions herein used shall carry the meaning hereunder respectively assigned to each, namely:

(a) "Bulk Consumables" mean items specifically defined in the Contract Documents to constitute bulk consumables.

(b) "Contract" shall mean the contract as derived from:

- i. The Tender Documents;
- ii. Agreed Variations to the Tender Documents;
- iii. Vendor's Priced bid; and
- iv. The Purchase Order.

(c) "Contract Document(s)" shall mean individually and collectively the documents constituting the contract.

(d) "Defect Liability Period" in respect of:

- i. Bulk Consumables shall be the date of delivery plus 6 (six) months;
- ii. In the case of other Material(s) shall be 18 (eighteen) months from the date of delivery or 12 (twelve) months after the same have been put in service or commissioned, whichever is earlier;
- iii. In the case of altered or replaced Material(s):

**i. For bulk consumables:**

In case of repair / replacement, Vendor shall extend the warranty of such part further for a period of 6 (six) months from the date of supply of repaired/replaced material. However, in no case the warranty of repaired/ replaced part shall exceed 12 (twelve) months from last supply.

**ii. In case of other materials:**

In case of repair/ replacement, Vendor shall extend the warranty of such part further for a period of 12 (twelve) months for other materials from the date of repair/ replacement. However, in no case the warranty of repaired / replaced part shall exceed 24 (twenty four) months from the date of commissioning or 30 (thirty) months from last supply, whichever is earlier.

In case of extended Warranty period, extension of Performance Bank Guarantee shall not be required.

**"Delivery"**

- iv. with respect to Imported Material(s) means the date of completing shipment of the Material(s) on board the designated vessel or aircraft at the designated port or place of shipment, securely packed and unless

otherwise determined, shall be deemed to be the date of the relative Bill of Lading or Airway Bill; and

- v. with respect to Indigenous Material(s) means the date of completing shipment of Material(s) F.O.R./F.O.T. securely packed and loaded and unless otherwise determined, shall be deemed to be the date of the relative Truck/lorry Receipt or Railway Receipt.
- (e) **"Earnest Money Deposit (EMD)"** means the bank guarantee furnished in lieu of EMD {where the amount of EMD is more than Rs 100,000/- (Rupees One hundred thousand only)} or online EMD submission on IOCL's e-tendering portal by the Vendor in support of his/ its bid as required by the Bid Documents.
- (f) **"Equipment"** means plant, machinery, equipment, instruments, computer, control and other electronic and electrical systems, and shall include parts, components, assemblies and sub-assemblies thereof.
- (g) **"Free Issue Material(s)"** means any equipment, parts or components or spares to be supplied by IOCL to the Vendor which are to be incorporated in any supply of Indigenous Material(s).
- (h) "IOCL" means Indian Oil Corporation Ltd., a company incorporated in India and having its registered office at G-9, Ali Yavar Jung Marg, Bandra (East) Mumbai – 400 051 and having the Head Office of its Refineries Division at Scope Complex, Core 2, 7 Institutional Area, Lodhi Road, New Delhi-110 003 and includes its successors and assigns and all persons through whom it acts in any matter for the purpose of the Tender or the Contract.
- (i) **"Imported Material(s)"** mean(s) the materials to be fabricated, manufactured or procured by the Vendor outside India for shipment to India under the Contract.
- (j) **"Indigenous Material(s)"** mean(s) materials to be fabricated, manufactured or procured by the Vendor within India for supply under the Contract.
- (k) **"Inspectors"** means Inspectors nominated, appointed, approved or deputed by IOCL for inspection of the Material(s) prior to Delivery.
- (l) **"Material(s)"** means any and all raw materials, manufactured articles, equipment, spares and other goods and supplies whatsoever and includes wherever applicable drawings, data, specifications and intellectual property rights and all services (including but not limited to design, fabrication, inspection, delivery and testing) required to be supplied, done, performed, prepared or undertaken to meet the requirements of the Contract
- (m) **"Procurement Coordinator"** means the representative or agency appointed by IOCL for managing, expediting and/or coordinating the supply of Material(s).
- (n) **"Project"** means the Project or Refinery for which the Material(s) is/are required.
- (o) **"Project Site"** means the site of the Refinery unit or site of the Project for which the Material(s) is/are required.

- (p) **“Purchase Order”** means IOCL’s acceptance of the Vendors’ offer/bid and includes any formal or detailed Purchase Order issued by IOCL pursuant to the acceptance of the bid.
- (q) **“Stipulated Delivery Period”** means the date(s) for delivery of the Material(s) as stipulated in the Contract and failing such stipulation, shall mean the date(s) for such delivery(ies) as agreed between the Vendor and IOCL.
- (r) **“Tender Documents”** with reference to the Purchase Order mean:
- i. Material Requisition/Request for Quote;
  - ii. General Terms and Conditions of Purchase;
  - iii. Technical Specifications;
  - iv. Special Conditions of Purchase ( if any);
  - v. Addendum (a) (if any) to the Tender Documents.
- (s) **“Total Contract Value”** means total value of the Material(s) and services to be supplied as specified in the Purchase Order, exclusive of reimbursable taxes and duties.
- (t) **“Vendor”** means the successful bidder on whom the Purchase Order is placed.

## **1.2 Interpretation of Contract Documents**

- 1.2.1 The several Contract Documents forming the Contract are to be read together as a whole and are to be taken as mutually explanatory.
- 1.2.2 Should there be any doubt or ambiguity in the interpretation of the Contract Documents or in any of them, the Vendor shall prior to commencing the relative supply or work for supply under the Contract apply in writing to IOCL for resolution of the doubt or ambiguity. Should the Vendor fail to apply to IOCL within 7 days from the date of receipt of the Order for its clarification as aforesaid, the Vendor shall perform the relative work and/or make the relative supply at his own risk.
- 1.2.3 Any item of supply or service relative thereto shown, indicated or included by expression or implication in any document forming part of the Contract shall be deemed to form part of the Scope of Supply with the intent that the indication or inclusion of the supply or service within any of the said documents shall be a sufficient indication of the Scope of Supply or service covered by the Contract.
- 1.2.4 No verbal agreement or assurance, representation or understanding given by any employee or officer of IOCL or so understood by the Vendor shall anyway bind IOCL or alter the Contract Documents unless specifically given in writing and signed by or on behalf of IOCL as an Agreed Variation to the relative term(s) in the Contract Document(s).
- 1.2.5 Clause headings given in this or any other Contract Documents are intended only as a general guide for convenience in reading and segregating the general subject of the various clauses, but shall not govern the meaning or import of the clauses there under appearing or confine or otherwise affect the interpretation thereof.

### **1.3 Irreconcilable Conflicts**

Subject to the provisions of Clause 1.2 hereof, in the event of an irreconcilable conflict between the provision of these General Terms and Conditions of Purchase and/or the Special Conditions of Purchase and/or Addendum (a) and/or the Agreed Variations to the Tender Documents and/or the Purchase Order and/or between any of the other said documents so that the conflicting provision(s) cannot co-exist, to the extent of such irreconcilable conflict, the following order of precedence shall apply so that the conflicting provision(s) in the document lower in the order of precedence set out below shall give way to the conflicting provision(s) in the document higher in the order of precedence, namely:

- i. Purchase Order;
- ii. Agreed Variations to the Tender Documents;
- iii. Addendum/Addenda (a) to the Tender Document;
- iv. Special Conditions of Purchase;
- v. General Terms and Conditions of Purchase;
- vi. Other Contract Documents.

### **2.0 CONFIRMATION OF ORDER**

**2.1 Wherever applicable, signed Letter of Acceptance (also named as Fax of Acceptance in some cases) shall, normally, be issued through e-mail (scan of the signed document). SAP Purchase Order shall, normally, be issued as an unsigned, system generated document through e-mail.**

Without prejudice to the formation of contract by acceptance of bid, the Vendor shall acknowledge the receipt of the Letter of Acceptance (wherever applicable) and SAP Purchase Order within 7 (seven) days following receipt of the Letter of Acceptance or SAP Purchase Order.

### **3.0 PRICE**

**3.1 Unless otherwise specifically stipulated, the price shall be firm and shall not be subject to escalation for any reason.**

**3.2 Unless otherwise specifically stipulated, the price for Indigenous Material(s):**

- i. shall be inclusive of road/rail worthy water-proof packing and forwarding charges upto effecting delivery at F.O.T./F.O.R despatch point and shall also be inclusive of inland freight and local taxes (if any) as leviable on the transportation or entry of goods into any local area or limits pursuant to the Contract; and
- ii. shall be exclusive of transit insurance, CGST or SGST/IGST and/or such other imposts which are leviable by law on the supply of goods or their sale to IOCL pursuant to the Contract.

**3.3 (a) If it is stipulated that local taxes (if any) are to be borne by IOCL, the Vendor shall arrange for the transporter to pay the same, if any leviable and claim reimbursement thereof from IOCL against proof of payment.**

**(b) If it is stipulated that dispatch shall be on "freight to pay basis", the Vendor shall advise the transporter to collect the freight from IOCL after the full**

quantity of the Material(s) has/have been delivered in good condition to the Project Site.

3.4 Unless otherwise stipulated, the price of Imported Material(s) shall be the FOB/ FCA (as per prevailing ICC INCOTERMS at the time of ordering) price of Material(s) and shall be inclusive of sea/ air worthy water-proof packing and forwarding charges (as the case may be).

#### 4.0 **EARNEST MONEY**

4.1 A bid is liable to be rejected unless it is supported by earnest money of a value as provided in the Purchase Requisition/ Request for Quote.

4.2 Earnest Money by the tenderers shall be accepted only in the form of online EMD payment on IOCL's e-tender portal or a Bank Guarantee. Bank Guarantee in the format set forth in Annexure "A" hereto may be furnished in lieu thereof if the amount of Earnest Money Deposit exceeds Rs. 100,000/- (Rupees One hundred thousand only).

4.3 If the Earnest Money is in the form of a Bank Guarantee, the validity of the Bank Guarantee shall be extended by the Vendor at the Vendor's cost and initiative for a period of 3 (three) months beyond the date of the acceptance of bid by IOCL, failing which the Bank Guarantee may be encashed by IOCL and the proceeds held as security for the performance of Vendor's obligation and the due discharge of Vendor's liability under the resultant Contract until the Vendor acknowledges the acceptance of the Purchase Order and furnishes the Performance Guarantee. Should the Vendor fail to accept the Purchase Order and/or furnish the Performance Guarantee within the time specified in this behalf, or specifically permitted by IOCL for the purpose, IOCL may encash the Bank Guarantee furnished by the Vendor by way of Earnest Money Deposit and/or forfeit such proceeds or other encashable Earnest Money Deposit held by it in cash without prejudice to any other right or remedy available to it.

4.4 EMD of bidders whose price bids are not opened/ disqualified during techno-commercial bid evaluation (i.e. unsuccessful Bidder) shall be released after price bid opening.

EMD of bidders qualified in the techno-commercial bid but unsuccessful for placement of Purchase Order shall be released after placement of Purchase Order on successful Bidder.

EMD of the successful bidder shall be released on receipt of acceptable Performance Bank Guarantee (PBG), wherever applicable. Wherever PBG is not applicable, EMD of successful bidder shall be returned after order acceptance.

4.5 Earnest Money furnished by a tenderer may also be forfeited in the following circumstances:

- a) If the tenderer alters or modifies or withdraws their bid prior to opening of the price bid and within the specified validity period of the Tender; or
- b) If the tenderer withdraws their bid after the Tender is opened.
- c) In case of submission of false/ fraudulent / forged documents.

## **5.0 TERMS OF PAYMENT**

### **5.1 For Imported Material(s):**

- a) The price of Imported Material(s) shall be paid in the currency specified in the Contract.
- b) 100% (one hundred percent) of the price of the relative Imported Material(s) (after considering price reduction for delay, if any, as per clause 12.0) will be paid under an irrevocable Letter of Credit against submission of documents specified in the Letter of Credit. The Letter of Credit shall be substantially in the format set forth in the Annexure "B" hereto and shall be established either by the State Bank of India or other bankers of IOCL in India.
- c) Unless otherwise specified, the Vendor may draw against the Letter of Credit on presentation of all the following documents:
  - i) Invoice
  - ii) Clear Bill of Lading/Airway Bill covering the Material(s) invoiced
  - iii) Packing list for the consignment
  - iv) Third party Inspector's Certificate covering the invoiced Material(s) wherever applicable
  - v) Test/Composition Certificate
  - vi) Certificate of origin
  - vii) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable.
  - viii) Export Certificate, wherever applicable
  - ix) Invoice of Inspector's charges, wherever applicable
  - x) IOCL's acknowledgement of Performance Bank Guarantee wherever applicable.
- d) Bank charges payable to IOCL's banker for opening of the Letter of Credit shall be borne by IOCL and bank charges payable to the Vendors' banker shall be borne by the Vendor.
- e) Should the Vendor desire to get the Letter of Credit confirmed by any other banker, confirmation charges will be borne by the Vendor.
- f) Unless otherwise agreed, the Letter of Credit shall not permit drawing in more than 3 (three) tranches.
- g) Unless otherwise specified, the Vendor shall furnish a Bank Guarantee towards performance favoring IOCL within 15-days of the Purchase Order for an amount equivalent to 10% (ten) of the Price of Material(s) from a Scheduled bank in India (including an Indian branch of a foreign bank) acceptable to IOCL in the format set forth in Annexure "C" hereto valid (in the first instance) for the period specified in Clause 16.12
- h) In the event that IOCL requests the Vendor to hold or to warehouse the Material(s) for any period after the Material(s) are ready for shipment, the storage charges as agreed, shall be borne by IOCL in addition to the Price.

### **5.2 For Indigenous Supply:**

- a) Unless otherwise specified in the Contract, where the total contract value does not exceed Rs.50,000/- (Rupees fifty thousand only), IOCL shall release 100 % of the relative Price of Material(s) within 30 days of receipt of the Material(s) at Project Site and their acceptance.

- b) Unless otherwise specified in the Contract, where the total contract value exceeds Rs. 50,000/- (Rupees fifty thousand only) but is less than Rs. 1,00,000/- (Rupees one hundred thousand only), IOCL shall release 90% of the relative Price of Material(s) on delivery of the documents specified in (c) hereof below relative hereto, and will release the balance 10% of the Vendor's invoice within 30 (thirty) days of receipt of Material(s) at Project Site and their acceptance.
- c) Unless otherwise specified, where the total contract value of the Material(s) is Rs. 1,00,000/- (Rupees one hundred thousand only) and above, IOCL shall release 90% of the relative price against the documents specified here below relative hereto through IOCL's bankers and will release the balance 10% on the Vendor's invoice within 30 (thirty) days of receipt of Material(s) at the Project Site and its/their acceptance. Unless otherwise mentioned, the specified documents are:
- i) Invoice
  - ii) Clear Railway Receipt/Truck Receipt/Goods Receipt covering the Material(s) invoiced
  - iii) Packing list for the consignment
  - iv) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
  - v) Test/Composition Certificate, wherever applicable
  - vi) IBR Certificate/CMRS Certificate, wherever applicable
  - vii) Drawing(s)/Catalogue(s) covering the Material(s) , wherever applicable
  - viii) Guarantee/Warranty Certificate(s), wherever applicable
  - ix) Invoice of Inspector's charges, wherever applicable
  - x) Freight Memo(s) if freight is not included in the Price and the RR/TR/GR does not give the freight particulars.
  - xi) Acknowledgement by IOCL of receipt of Performance Bank Guarantee (wherever applicable)
- d) The financial settlement of the Vendor's invoice is liable to be withheld in the event the Vendor fails to submit the drawings, data and all other documents as called for in the Purchase Order.
- e) Unless otherwise specified, the Vendor shall furnish a Bank Guarantee towards performance favoring IOCL within 15-days of the Purchase Order for an amount equivalent to 10% (ten) of the Price of Material(s) from a Scheduled bank in India (including an Indian branch of a foreign bank) acceptable to IOCL in the format set forth in Annexure "C" hereto valid (in the first instance) for the period specified in Clause 16.12.

## **6.0 VENDORS' DRAWINGS AND DATA REQUIREMENT**

The Vendor shall submit drawings, data and documentation in accordance with (but not limited to) what is specified in the Purchase Requisition/Tender documents and/or Vendor's drawing and data form attached to the Purchase Order, within 30 (thirty) days of the Purchase Order. The types, quantities and time limits for submitting these must be respected by the Vendor and the Material(s) shall be deemed not to have been delivered for all purposes (including payment) until completion of the said submissions to the satisfaction of IOCL.

## **7.0 FREE ISSUE MATERIALS (for incorporation in the Indigenous supply)**

If the Purchase Order involves the incorporation of any Free Issue Material(s):

- a) The Vendor shall prior to taking delivery of the Free Issue Material(s) arrange for a Bank Guarantee for the full value of the Free Issue Material in the format set forth in Annexure "D" hereto valid from the date of the receipt of the Free Issue Material(s) until delivery of the Material(s) in which the Free Issue Material(s) has/have been incorporated.
- b) The Vendor shall inspect the Free Issue Material(s) at the time of taking delivery thereof and satisfy itself of the quality, quantity and condition of the Free Issue Material(s). IOCL shall not be liable for any claims or complaints whatsoever in respect of the quality, quantity or condition of the Free Issue Material(s) once the Vendor has taken delivery thereof.
- c) All Free Issue Material(s) shall be taken delivery of, transported, held, stored and utilized by the Vendor as trustee of IOCL, and delivery of the Free Issue Material to the Vendor shall constitute an entrustment thereof by IOCL to the Vendor with the intent that any transportation, utilization, application or disposal thereof by the Vendor otherwise than for incorporation in the Indigenous Material(s) shall constitute a breach by the Vendor.
- d) The Vendor shall transport the Free Issue Material(s) only by such transportation as is suitable and shall hold and store the Free Issue Material(s) only at such place and/or premises that are air and water tight and otherwise suitable for the storage of the Free Issue Material(s) so as to prevent damage or deterioration or theft or other loss, and shall arrange such watch and ward as shall be necessary to ensure the safety thereof.
- e) Notwithstanding the Bank Guarantee mentioned in sub-paragraph (a) above, the Vendor shall replace any Free Issue Material(s) which is/are lost, damaged, misused, stolen or deteriorated with other Material(s) of equivalent quantity and quality and condition, and the same shall be deemed to constitute Free Issue Material(s) and the provisions of sub paragraphs (a) to (f) hereof shall apply thereto in the same manner as to the originally supplied Free Issue Material(s).
- f) Unused Material(s) from the Free Issue Material(s) shall be returned by the Vendor to IOCL and if IOCL so directs, the Vendor shall dispose of the same by sale or otherwise on such terms and conditions as IOCL may stipulate or approve and the Vendor shall pay to IOCL the sale proceeds of the Material(s) so disposed of by sale.

## **8.0 THE BILL OF MATERIAL(S)**

8.1 Where the price of Material(s) is a lumpsum price and pro-rata payment is envisaged in the Purchase Order, the Vendor shall within 60 (sixty) days of the issue of the Purchase Order furnish to IOCL for approval, a priced and detailed Bill of Material(s)/ Billing Schedule as required covering all Material(s), which shall conform to the price break-up and Total Contract Value given in the Purchase Order. The Bill of Material(s) shall operate as the Billing Schedule for payment of the price of the Material(s). In preparing the Bill of Material(s), the Vendor shall ensure that all contracted Material(s) are included in the Bill of Material(s) so as to ensure that IOCL is not required, due to any oversight or omission, to pay any taxes and duties

on a value in excess of the total Value indicated in the Contract. Should IOCL be required to pay taxes or customs duties on account of such oversight or omission, the Vendor shall reimburse such excess payments to IOCL.

8.2 The Material Safety Data Sheets in the case of catalysts and chemicals and other items where ever applicable shall also be submitted within 30 days after receipt of the Purchase Order.

## 9.0 **MODIFICATION**

9.1 IOCL shall have the right to request changes or modifications in the technical documents and/or specifications comprised in the Contract, subject to the Vendor's approval thereto. IOCL shall bear any additional cost and shall be entitled to the benefit of any reduced cost resultant upon any such change or modification.

9.2 As soon as possible after receipt of a written request from IOCL for change(s), the Vendor shall furnish in writing to IOCL an estimate of the additional cost or benefit for the change(s) and/or modification(s) requested and its effect on the delivery date. On agreement with respect to the enhanced/reduced cost and modified delivery time, which shall be finalized within 10 (ten) days of the request for the modification, IOCL shall issue an amendment to the Purchase Order, and the Vendor shall promptly proceed with the change(s)/modification(s) contemplated by the amended Purchase Order.

## 10.0 **SUB-CONTRACTS / ASSIGNMENT**

10.1 The Vendor shall not assign the Contract in whole or part without obtaining the prior written consent of IOCL.

10.2 The Vendor shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of IOCL.

10.3 The Vendor shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to IOCL together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Vendor's obligations there under.

## 11.0 **EXPEDITING**

11.1 IOCL may appoint a Procurement Coordinator to manage, expedite and coordinate the manufacture, shipment and/or despatch of Material(s) covered by the Contract.

11.2 The Vendor shall furnish to the Procurement Coordinator within 30 (thirty) days of receiving the Purchase Order, the required number of copies of documents including but not limited to Schedule of manufacture/PERT chart, unpriced copies of sub-orders, phased programme of item-wise manufacture, testing and delivery and any other information and/or documents as may be called for by the Procurement Coordinator.

11.3 The Procurement Coordinator shall have free access to the Vendor's shop and sub-suppliers' shop during normal working hours and shall be provided all the necessary assistance and information to help him perform his job.

12.0 **RESPECT FOR DELIVERY DATES AND PRICE DISCOUNT**

12.1 The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).

12.2 If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform IOCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep IOCL informed of all subsequent developments.

12.3 **(A) In case scope includes only supply**

If any Material(s) is/are not delivered within the Delivery date(s) stipulated in respect thereof, IOCL shall be entitled to a discount by way of price adjustment in a sum equivalent to 0.5% (one half percent) of the price of such Material(s) per week or part thereof that the Material(s) remain(s) undelivered beyond the stipulated Delivery period in respect thereof, subject to a maximum discount of 5% (five percent) of the Total Contract Value. Such discount shall be given by the Vendor by equivalent reduction in the invoice value before presentation of documents to the Bank/IOCL for payment. Should the Vendor fail to deliver the Material(s) or to make such adjustment, the discount may be recovered by any other means.

**(B) In case scope of work includes supply and site work**

***For delay in supply:***

The price adjustment shall be applicable @ 0.5% of Total Supply Order Value (excluding site work) per week of delay or part thereof subject to maximum of 5% of Total Supply Order Value (excluding site work).

***For Delay in site work:***

The price adjustment shall be applicable @ 0.5% of Total Order Value (supply + site work value) per week of delay or part thereof subject to maximum 5% of Total Order Value (supply + site work value).

In no case total price adjustment shall exceed 5% of Total Order Value (Supply + site work).

**Note:**

In case of package items (ordered as a complete system), the price adjustment shall be applicable on the entire order value of that package and not on the value of the undelivered portions (even though a billing breakup has been approved).

In case of purchase of bulk items where tolerance limit is specified (e.g. pipes, cables etc.), price adjustment clause shall be applicable on the actual quantity supplied, within the tolerance limit, instead of Purchase Order quantity.

12.4 Without prejudice to its rights under Clause 12.3 hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, IOCL may at any time after the expiry of the stipulated date(s) of Delivery in respect of any

Material(s), at its discretion terminate in whole or part the Contract in respect of the undelivered Material(s) or any of them and either purchase such Material(s) from any other available source at the risks and costs of the Vendor and recover from the Vendor any additional cost incurred by it on such purchase or recover from the Vendor without such purchase the difference between the market and contract price of such Material(s) on the date of termination of Contract relative thereto.

The maximum liability against risk & cost sourcing shall not be beyond the total Contract Value for the undelivered material. Provided, this shall not restrict IOCL's claim for damages or compensation, as the case may be, for acts of fraud, deliberate default, negligence or misconduct by the vendor.

### **13.0 DELAYS DUE TO FORCE MAJEURE**

13.1 If a force majeure event as defined below, affecting the Vendor, arises prior to the expiry of the stipulated Delivery period in respect of any Material(s) and the Vendor intends to claim extension of the stipulated date of delivery in respect of such Material(s) or any of them, the Vendor must advise IOCL by notice in writing of such event by means of communication which secures undisputed service of the notice not later than 10 (ten) days of the occurrence of the event. Such occurrence shall be duly certified by a local Chamber of Commerce or statutory authority. The Vendor shall within 10 (ten) days of the end of the Force Majeure event similarly notify IOCL of such cessation, and of the period and Material(s) for which an extension of Delivery date(s) is consequently claimed. Such notification shall be a mandatory pre-condition to a claim for such extension.

13.2 No failure, delay or omission by Vendor to fulfill any of its obligations under Contract (other than the obligation to make payments when due) shall give rise to any claim against Vendor or IOCL or be deemed to be a breach of a Contract if and to the extent such failure, delay or omission arises from any of the following events not within the reasonable control of Vendor and not attributable to Vendor's fault, negligence or misconduct (each an event of "Force Majeure"):

- a) Act of terrorism
- b) Riot, war, invasion, act of foreign enemies, hostilities (whether war declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
- c) Ionizing radiation or contamination, radioactivity from any nuclear fuel/ nuclear waste from reaction of nuclear fuel or any other hazardous radioactivity.
- d) Epidemics, tsunamis, earthquakes, flood, fire, hurricanes/typhoons or other natural disaster.
- e) Freight embargoes, strikes at national/ state wide level (for more than 7 consecutive days) where the supplier's works is located.

13.3 For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike), commercial hardship, strike, shutdown or lockout other than as specified above shall not constitute a Force Majeure event.

13.4 In the event of Force Majeure, Vendor shall bear any costs incurred by it resulting there from. The Vendor affected by Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such Force Majeure.

13.5 If the Vendor is prevented from fulfilling its contractual obligations for a continuous period of three (3) months because of Force Majeure, then the Vendor and IOCL shall consult with each other with a view to agreeing on the action to be taken under the circumstances, and failing such agreement, IOCL shall be entitled to terminate the contract in whole or to the extent that its performance is prevented by Force Majeure.

#### 14.0 **WARRANTY OF TITLE**

14.1 The Vendor warrants that the Material(s) sold and supplied by it to IOCL pursuant to the Contract shall be free from any and all defects in title including but not limited to any charge, third party claim, mortgage, hypothecation, foreclosure, lien, restriction, injunction, attachment or encumbrance whatsoever and shall hold and keep IOCL indemnified from and against any and all contrary claims, demands, actions and proceedings and all costs (including legal costs), charges, expenses and losses suffered or incurred by IOCL as a consequence thereof and/or to defend any such claim, demand, action or proceeding.

14.2 The Vendor shall be understood to have represented to IOCL that the use by IOCL of the Material(s) supplied by the Vendor will not infringe any third party patent rights or pending patent applications or other intellectual property rights. Accordingly, the Vendor will hold harmless and indemnify IOCL against all costs (including legal costs), charges and expenses incurred or any damages or other sums that may be assessed or become payable under any decree or judgment of any court or under any settlement resulting from any suit, claim or action for infringement of third party patents or other third party intellectual property.

#### 15.0 **INSPECTION AND TESTING**

15.1 In addition to any tests to be conducted by the Vendor under the Contract or any applicable codes or standards, the Material(s) shall be subject to inspection and/or testing by Inspector(s) (including Third Party Inspector(s)) at any time prior to shipment and/or despatch and to final inspection within a reasonable time after arrival at the Project Site. The Inspector(s) shall have the right to carry out the inspection or testing, which will include inspection and testing of the raw materials at manufacturers shop, at fabricators shop and at the time of actual despatch before and/or after completion of packing.

15.2 In addition to testing and inspection by Inspectors, IOCL may nominate an institutional agency like Boiler-Inspectorate for official testing of coded equipment. The Vendor shall ensure that all procedures for preparation and performance of tests prescribed by such institution shall be scrupulously complied and observed.

15.3 Unless otherwise specified in the Contract, the inspection shall be carried out as per the relevant standards/scope of inspection provided alongwith the Tender Enquiry/Purchase Order.

All charges for Third Party Inspectors shall be paid by the Vendor. IOCL shall pay these charges against vendor's invoice, unless agreed otherwise. However, no charges will be payable by IOCL in the event the inspection has become infructuous for any cause.

- 15.4 All manufacturers' mill test certificates and analytical reports from material laboratories in respect of raw materials employed and components incorporated shall have to be presented by the Vendor.
- 15.5 Before shipping or despatch, the Material(s) will have to be checked and stamped by the Inspector(s) who may forbid the use and dispatch of any equipment and/or Material(s) which during tests and inspection fail(s) to comply with the specifications, codes and testing or other contractual requirements applicable thereto, and the Vendor shall not tender such rejected Material(s) for supply to IOCL nor shall incorporate the same in any Material(s) to be tendered for supply to IOCL.
- 15.6 The Vendor will inform IOCL at least eight (8) days in advance of the exact place, date and time of tendering the Material(s) for required inspection and provide free access to the Inspector(s) during normal working hours at Vendor's or his/its sub-Suppliers' works, and place at the disposal of the Inspector(s) all useful means for undertaking the Inspection, checking the results of tests performed, marking the Material(s), getting additional tests conducted and final stamping of the Material(s).
- 15.7 All tests will be performed at the Vendors' expense and if required by the Inspector(s), shall be conducted in accordance with the Inspector's instructions. The Vendor shall also bear the expense for the preparation and rendering of tests required by the Boiler Inspectorate or other statutory testing or certifying agencies/institutions.
- 15.8 Unless otherwise specified, all charges for the Inspection shall be borne by the Vendor.
- 15.9 IOCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable IOCL's representative(s) to witness the tests/inspections, the Vendor shall notify IOCL at least 30 (thirty) days in advance, of the schedule of all inspection hold points prior to the initiation of equipment fabrication. IOCL shall be notified eight (8) calendar days in advance of any changes in the schedule of inspection. IOCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 15.10 Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima facie satisfy IOCL that the Material(s) and the parts and components comply with the requirements of the Contract.
- 15.11 The Vendor's responsibility shall also not be anywise reduced or discharged because IOCL or IOCL's representative(s) or Inspector(s) shall have examined or commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

- 15.12 Unless otherwise specifically permitted by the Contract, no Material(s) shall be dispatched for delivery or delivered under the Contract without being stamped or otherwise approved for delivery by the Inspector(s).
- 15.13 Notwithstanding approval by the Inspector(s), if on testing and/or inspection after receipt of the Material(s) at Project Site, any Material(s) is/are found not to be in strict conformity with the contractual requirements or specifications, IOCL shall have the right to reject the same and hold the Vendor liable for non- performance of the Contract. The provision of Clause 16.5 to 16.11 shall mutatis mutandis apply to such rejected Materials.

## 16.0 **ACCEPTANCE OF MATERIALS & GUARANTEES**

- 16.1 The Vendor acknowledges that notwithstanding the provision or approval of any drawings, designs, specifications, source of supply or other data relative thereto by IOCL and/or the testing of Material(s) in accordance with the requirements of the Contract or any applicable code or specification and/or any inspection of the input or Material(s) by the Inspector(s) or issue of an Inspection Certificate relative thereto and/or any other act, matter or thing done or required by IOCL to satisfy itself of the quality, quantity, sufficiency or efficiency of the Material(s) prior to delivery thereof and/or the transfer of title and/or risks in relation to the Material(s), shall not be deemed or understood to constitute acceptance of the Material(s) by IOCL nor shall IOCL be understood to have accepted any Material(s) other than plant, machinery, equipment and parts and components unless such Material(s) have been received at the Project Site of IOCL and found to be acceptable as evidenced by a Certificate of Acceptance issued by IOCL, and in case of plant, machinery, equipment and parts and components, unless they have been incorporated into the relative Project Unit and the said Unit has been tested and the relative plant, machine, equipment, part or component has successfully functioned without patent defect.
- 16.2 To this end, the Vendor guarantees that:
- i) All materials used in the execution of the Contract and all Material(s) used in performance thereof shall be in strict compliance and conformity to the characteristics, requirements and specifications of the Contract and suitable for the purpose for which such Material(s) are intended to be used if such purpose has been disclosed or is/are suitable for use to which such Material(s) are ordinarily put to use, if such purpose has not been disclosed.
  - ii) In the case of machinery, plant or equipment with rated capacities, outputs or other characteristics, that the machinery, plant or equipment as the case may be, shall function to such capacities and/or outputs and shall meet the other characteristics required in respect thereof.
- 16.3 The Vendor further undertakes to replace any Material(s) if found not to conform to the guarantees aforesaid at any time during the defect liability period applicable thereto. IOCL shall give written notice of the defect to the Vendor and of the rejection of the defective Material(s).
- 16.4 If the defect can be rectified or repaired without diminishing the quality, utility, efficiency or life of the Material(s), instead of outright rejection of the Material(s), IOCL may at its discretion permit the Vendor to rectify the

defect(s) within a period to be specified by IOCL in this behalf in the notice. In case Vendor fails to take action to rectify the defect(s) within the period specified to the satisfaction of IOCL, IOCL may at its discretion, at the risk and cost of the Vendor in all respects, rectify or repair or cause to be rectified or repaired the defect(s) either by itself or through any other source or agency, or reject the defective Material(s).

- 16.5 Should IOCL, notwithstanding the endeavour to do so, be unable to rectify or repair or get rectified or repaired the defect(s) within a reasonable time, IOCL may, notwithstanding such endeavour reject the defective Material(s).
- 16.6 The Vendor shall repair, rectify and/or replace, as the case may be, the defective and rejected Material(s) without entitlement to any extra payment. Prevailing DDP INCOTERMS (as per ICC) or **any other Incoterm which may replace DDP** shall apply for such replacement parts or components or Material(s) at Project Site with respect to imported parts or components or materials.
- 16.7 The Vendor shall at its own risk and cost remove any rejected Material(s) from the Project Site, and in case of plant, machinery, equipment, parts or components which have been installed, cause the same to be dismantled and removed from the Project Site subject to the Vendor in all cases prior to the removal of the rejected Material(s) from the Project site:
- i) furnishing a bank guarantee to IOCL from a Scheduled bank in India (including an Indian branch of a foreign bank acceptable to IOCL) and in a format set forth in Annexure "E" hereto for the value paid by IOCL on the Material(s) rejected; and
  - ii) undertaking to replace the rejected Material(s) with other Material(s) conforming to the Vendor's guarantees aforesaid applicable thereto.

**IOCL shall be responsible for providing any on-site access to the vendor to perform warranty related work.**

- 16.8 The Vendor shall not without the prior written consent of IOCL utilize any rejected Material(s) in the re-supply.
- 16.9 The Defect Liability Period with respect to any Material(s) replaced, repaired, altered and/or rectified shall be reckoned in accordance with Clause No. 1.1(d) (iii).
- 16.10 Should the Vendor fail to dismantle and/or remove any rejected Material(s) from the Project Site within the time specified in the notice of rejection, IOCL may without prejudice to any other right or remedy, at the risk and cost of the Vendor cause the rejected Material(s) to be dismantled and sold by public auction or private treaty as it deems fit and hold or adjust the sale proceeds for the recovery of the cost of dismantling, sale and removal of the rejected Material(s) and any amount paid by IOCL towards the price of the rejected Material(s). In so doing, IOCL shall not act as a trustee or constructive trustee of the Vendor and shall be entitled to act solely on the basis of its best judgment without being accountable or liable to the Vendor in any manner except for the proceeds of the sale.

- 16.11 The time taken for the repair, rectification or replacement of Material(s) will not be added to the stipulated Delivery date for the purpose of calculating price discount, and delivery of such Material(s) shall be the date of Delivery of the repaired, rectified or replaced Material(s).
- 16.12 As security for the due performance of its obligations and the due discharge of its liabilities under the Contract, the Vendor shall within 15 (fifteen) days of the issue of the Purchase Order furnish to IOCL a Bank Guarantee issued by a Scheduled Bank in India acceptable to IOCL, in the format set forth hereto and marked Annexure "C" hereinbefore. The Bank guarantee shall remain in force for the entire period required for the performance of the contract and the defect liability period plus a 3 (three) months claim period thereafter. Any shortfall in the value of the Bank Guarantee, as a result of encashment by IOCL either in full or in part, shall be made good by the Vendor within 7 (seven) days of notice by IOCL to the Vendor in this behalf. Any failure by the Vendor to furnish the Bank Guarantee or to enhance the Value of the Bank guarantee as stated above shall constitute a default by the Vendor for which IOCL shall, without prejudice to any other right or remedy available to it, be entitled to terminate the Contract with consequences as indicated in clause 12.4, the provisions whereof shall mutatis mutandis apply.

#### 17.0 **FREIGHT, TAXES AND DUTIES**

- 17.1 Subject to the provision of Clause 17.2 hereunder, C G S T & S G S T / I G S T payable on the supply and delivery of Material(s) pursuant to the contract will be paid at actual within the contractual delivery date. Any increase in the rates of the CGST & SGST/ IGST within the contractual completion date or approved extended contractual completion date will be borne by IOCL but not beyond the contractual delivery date or extended contractual delivery date. However, the benefit of any reduction must be passed on to IOCL.
- 17.2 Central GST (CGST) & State GST (SGST) / Integrated GST (IGST) payable or reimbursable by IOCL to the vendor on supply of indigenous Materials shall be included in and shown separately in the vendor's Tax invoice for the Material(s). The vendor shall prior to despatch of the Material(s) obtain from IOCL a list of the documents required by IOCL to enable it to avail of the relative benefits. Payment or reimbursement of CGST & SGST/IGST to IOCL shall be made upon the vendor furnishing the relevant documents.
- 17.3 Freight, if any, along with CGST & SGST/IGST thereon payable or reimbursable by IOCL shall be invoiced and shall be paid/reimbursed by IOCL after receipt of the material(s) at the project site.
- 17.4 Taxes and duties are not intended to operate as a profit centre but are intended only to meet the relevant costs incurred on this account. If any reimbursement or collection of the taxes or duties by the vendor from the IOCL is in excess of the taxes and/or duties actually paid by the vendor, the vendor shall forthwith refund such excess to IOCL together with interest thereon at 1% (one percent) per annum above the MCLR rate (or rate that replaces it) of SBI from the date of collection until the date of refund.

## 18.0 **WEIGHTS AND MEASUREMENTS**

- 18.1 The shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Contract Documents, in respect to the following data:
- a. Unit net weight
  - b. Unit gross weight (including packing)
  - c. Dimensions of packing
- 18.2 All weights and measurements recorded by the Procurement Co-ordinator or Inspector(s) on receipt of the Material(s) at the Project site will be treated as final.

## 19.0 **PACKING & MARKING**

- 19.1 All Material(s) shall be suitably packed in weatherproof seaworthy/airworthy packing for ocean/air transport under tropical conditions and/or for rail and road or other appropriate transport within India. The Vendor shall ensure that the packing is strong enough to ensure safety and preservation of the Material(s) upto the Project Site or other point of final destination.
- 19.2 Material(s) shall be protected by a suitable coat of paint and all bright parts shall be protected from rust by application of rust preventives as may be necessary. All machinery surfaces shall be suitably protected.
- 19.3 For uniform Material(s) when packed in several cases/crates, progressive serial numbers shall be indicated on each end. In case of bundles, the shipping marks shall be embossed on metal or tag and wired securely on each end.
- 19.4 A distinct colour splash in say red-black around each package/crate/bundle shall be given for identification.
- 19.5 All nozzle holes and openings as also all delicate surfaces shall be carefully protected against damage and bad weather. Flange faces of all nozzles shall be protected by blanks. All manufactured surfaces shall be painted with rust proof paint or as specified in the specification.
- 19.6 All threaded fittings shall be greased and provided with a plastic cap. All pipes and sheets shall be marked with strips bearing progressive numbers.
- 19.7 All small pieces shall be packed in cases. All fragile and exposed parts will be packed with care and packages will bear the words "HANDLE WITH CARE" in English and in the case of Indigenous Supply, in Hindi also.
- 19.8 The Vendor shall be held liable for all damages or breakages to the Material(s) due to defective or insufficient packing as well as for corrosion due to insufficient greasing/protection.
- 19.9 On three sides of the packages, the Vendor shall affix or cause to be affixed the following marks clearly visible in indelible paint

FROM: VENDOR  
TO: INDIAN OIL CORPORATION LTD.  
[Address]INDIA

PURCHASE ORDER NO.: [ ] Rev. No.: [ ]  
10 DIGIT ITEM CODE : [ ]  
EQUIPMENT NOMENCLATURE: [ ]  
NET WEIGHT: [ ]kg/lb  
GROSS WEIGHT: [ ]kg/lb  
CASE NO.: [ ] OF [ ] TOTAL CASES  
DIMENSIONS: [ ] IMPORT LICENCE NO.[ ]

NOTE: Marking shall be bold with a minimum letter height of 5 cm.

19.10 a) For every shipment, packages must be marked with serial progressive numbering. The numbering will be progressively continued for each subsequent shipment covering the Contract.

- b. All packages will bear warning signs on the outside denoting the center of gravity and sling marks. Packages that require special handling and transport shall have their centers of gravity and points at which they may be gripped clearly indicated and marked "Attention Special Load - Handle With Care" in English Language. Any other direction for handling shall also be clearly indicated on the package.
- c. Top heavy containers will be marked either "TOP HEAVY" or "HEAVY ENDS".
- d. When packing is clean and light colored, a dark black stencil paint shall be acceptable. However, where packing is soiled or dark, a coat of flat Zinc white paint shall be applied and allowed to dry before applying the specific marking(s).
- e. Colour codification shall be used to identify different items e.g, IBR, NACE, Fire Safety Items etc.

19.11 In case of large equipments like vessels, heat exchangers etc., documents contained in a waterproof envelope shall be fastened inside a shell connection with an identifying arrow sign "DOCUMENTS" applied with indelible paint.

## 20.0 **DESPATCH INSTRUCTIONS**

### **For Indigenous Material(s)**

20.1 Unless otherwise advised by IOCL or the Procurement Co-ordinator in writing, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).

20.2 The Vendor shall exercise due care to ensure that the consignment is booked under appropriate railway classification, failing which any additional freight

incurred by IOCL due to the Vendor booking the Material(s) under a wrong railway classification shall be borne by the Vendor.

20.3 The Material(s) shall be consigned in the name of the consignee viz.

Indian Oil Corporation Ltd.,  
[Site address]

20.4 The Material(s) shall be transported only through bank approved transporters by the most economical and expeditious mode of transport to the destination as applicable for respective mode of despatches as follows :

- a. By Rail in wagon load consignment to : *[Name and address of Refinery / Project to be specified]*
- b. By road transport to : *[Name and address of Refinery / Project to be specified]*

IOCL and the Procurement Coordinator shall have the right to advise any change in despatch point or destination and/or mode of transport in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account supported by satisfactory documentary evidence, will be reimbursed to the Vendor by IOCL.

## 21.0 SHIPMENT AND SHIPMENT NOTICES

### 21.1 Imported Material

The Vendor shall make shipment only after prior approval of the Inspector(s) unless otherwise specifically authorized in writing by IOCL or the Procurement Coordinator. As soon as any shipment is made, the Vendor shall send advance information by way of FAX message [Fax No 022-26400774] to the Dy. General Manager, Indian Oil Corporation Ltd.(Refinery Division), G-9, Ali Yavar Jung Marg, Bandra (East) Mumbai- 400 051 for Mumbai consignments and to the Dy. General Manager (Fax: 033-24145020) Indian Oil Corporation Ltd.(Refinery Division), Indian Oil Bhavan (Refineries Division) Central Wing, 6th Floor, 2, Gariahat Road (South), Kolkata-700068 for Kolkata consignments (or other specified authority in respect of Material(s) consigned to other Ports), giving particulars of the shipments, vessel's name, port of shipment, Bill of Lading number and date for ocean shipment and Airway Bill number & Date & Flight details for air consignment, total FOB and freight value with confirmation copy to IOCL, addressed to [designation and address]

### 21.2 Indigenous Material

Immediately after shipment, the Vendor shall inform despatch particulars to IOCL/ Procurement Coordinator hereunder :

1 copy to Dy. General Manager (Materials) , *[Address & Fax no]*

1 copy to IOCL (Stores) addressed to *[Designation, Address & Fax no.]*

In the case of project orders, in addition to the above, a copy to the Dy. General Manager (Project) addressed to: *[Address & Fax no.]*

(PMC as per Purchase Order) addressed to: *[Designation, Address & Fax no.]*

## 22.0 MARINE AND TRANSIT RISK INSURANCE

- 22.1 Marine/Air and Transit Risk Insurance shall be covered by IOCL against its Open General Policy.
- 22.2 The Vendor shall send IOCL information of the proposed shipment/consignment well in advance by telegram/fax/e-mail/courier to enable IOCL to take necessary action for the marine/air/transit insurance of the shipment/consignment.
- 22.3 The Vendor shall advise the despatch particulars of the shipment/consignment to the Insurance Company by fax / email under advice to the Procurement Coordinator promptly after shipment to ensure that the consignment is fully covered by insurance. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.

## 23.0 SHIPPING AND SHIPPING DOCUMENTS

### 23.1 For Imported Materials(s)

- a. The Vendor shall arrange with Vessel owner(s) or Forwarding Agent(s) specified in the Contract documents for proper storage of the Material(s) in a manner so as to facilitate the handling and off-loading at the port of destination and to avoid any over carriage or discharge.
- b. The Bill(s) of Lading/Airway Bill shall be made out in favor of "Indian Oil Corporation Ltd." [Refinery/Unit] or to the order of the L/C opening bank, and the notify column should indicate [Designation] Indian Oil Corporation Ltd. [Refinery Division], G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai- 400061 for port of discharge Mumbai and to the Dy. General Manager, Indian Oil Corporation Ltd., Indian Oil Bhavan (Refineries Division) Central Wing, 6th Floor, 2, Gariahat Road (South), Kolkata-700 068 for port of discharge Kolkata or other specified authority in respect of Material(s) consigned to other ports.
- c. All columns in the body of the Bill of Lading/Airway Bill namely marks and Numbers, material description, weight particulars, etc. should be completed accurately and such statement should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount, etc. clearly and separately and the net total freight payable, shown at the bottom.
- d. The Bill of Lading/Airway Bill shall be free of any liability of IOCL to the carrier for demurrage.
- e. The Bill of Lading/Airway Bill shall indicate the following:

Consignee : Indian Oil Corporation Limited  
[Name of Refinery/Project]

- f. All documents viz. Bill of Lading/Airway Bill, invoices, packing list, freight memos, country of origin certificate, Third Party Inspection Release Certificate, inspector's certificate, Export certificate (wherever applicable), test certificates, drawings and catalogues should be in the English language.

- g. i. In addition to the Bill of Lading/Airway Bill, which should be obtained in 3 (three) stamped originals plus as many copies as required, invoices, packing lists, freight memos (if the freight particulars are not shown in the Bill of Lading), country of origin certificate(s), Third Party Inspection Release Certificate, inspector's certificate, Export certificate (wherever applicable) and test/composition certificate, shall be made out against each shipment in as many number of copies as are shown in Clause 23.3.
- ii. The Bill of Lading/Airway Bill, invoice and packing list must specifically show uniformly, the marks and numbers, material description, contents case-wise, country of origin, consignee's name, port of destination and all other indicated particulars. The invoice must show the unit rates and net total FOB price. The invoice must cover also items packed separately and the value shown accordingly.
- iii. The packing list must show, apart from other particulars, the actual contents in each case, net and gross weights and dimensions and the total number of packages.
- iv. (All documents must be duly signed by an authorized representative of the Vendor.

23.2 In case of FOB contracts:\

- i) Shipping Arrangements shall be made through nominated freight forwarders (in the country of exit) as detailed in the Purchase Order and freight will be accordingly paid by IOCL in Indian Rupees.
- ii) The Vendor shall furnish to the respective nominated freight forwarder, the full details of consignment such as outside dimensions, weights (both gross and net), No. of packages, technical description and drawings, name of the supplier, ports of loading etc. two weeks prior to the proposed date of shipment to enable the concerned agency to arrange the shipping space.

23.3 The Vendor shall obtain the shipping documents in required number of sets including three original stamped copies of the Bill of Lading/Airway Bill immediately after the shipment is made and airmail the shipping documents in the manner stipulated hereunder to ensure that the documents so forwarded are received at least one week before the vessel's arrival. The Vendor shall be fully responsible for any delay and/or demurrage in clearance of the consignment at the port due to delay in forwarding the shipping documents. If in terms of the Letter of Credit, the complete original set of documents are required to be sent to IOCL through the bank, the distribution indicated below will be confined to obtaining copies of documents only.

<b>Documents</b>	<b>IOCL (Office that issued the PO)</b>	<b>IOCL (Port Office)</b>	<b>IOCL (Project Site)</b>
Bill of lading/Airway Bill	3 (including 1 original)	1	1
Invoice	2	2	1
Packing List	2	2	1
Certificate of Origin	2	2	1

Test/Composition Certificate	2	2	1
Third Party Inspection Release Certificate	1	1	1 (original)
Drawing/Catalogue	1	1	1
Invoice of Third Party/Lloyds for Inspection Charges, wherever applicable.	2	1	1
Export Certificate (where applicable)	1	1	1

## 24.0 **INVOICING & NEGOTIATION OF DOCUMENTS**

### 24.1 Indigenous Material(s)

- a. Unless otherwise directed by IOCL, Invoices and other documents shall be forwarded by the Vendor to IOCL as stipulated hereunder:
  - i. Original Invoice+1 copy of document as per Purchase Order to the Dy. General Manager (Finance), [Address, Fax No., e-mail id]
  - ii. 1 copy of Invoice with original documents as per Purchase Order to Dy. General Manager (Materials), [Address, Fax No., e-mail id] along with technical catalogues, Inspection certificate and Inspectors Release Note.
- b. Where payment is to be released to the Vendor against despatch documents through the bank, the Vendor shall forward two complete original sets of the documents specified in clause 5.2(c) to the specified banker of IOCL with a stipulation that the banker shall forward one set of the documents to IOCL with LSC intimation and acceptance before retirement of the documents from the Bank. One complete set of all of the abovementioned documents shall be sent to the Dy. General Manager (Materials) [Address, Fax No., e-mail id]. Documents will not be retired by the bank failing strict compliance by the Vendor of the above mentioned despatch requirements.
- c. Where payment is to be released to the Vendor directly by IOCL, two sets of all the documents mentioned in (b) above shall be submitted/forwarded directly to the Dy. General Manager (Materials) [Address, Fax No., e-mail id] and upon processing, the payment shall be released through the Finance Department, by cheque/RTGS/NEFT.

## 25.0 **TRANSFER OF TITLE AND RISK OF LOSS**

### 25.1 For Indigenous Material(s):

The transfer of property and risk in Indigenous Material(s) shall be deemed to take place as follows:

- a) For delivery F.O.R. or F.O.T. despatch point: On handing over the Material(s) to the carrier against receipt of clean Railway Receipt/Truck or Lorry Receipt and such receipt having been handed over to IOCL.

- b) For despatch F.O.R destination station : On removal of the Material(s) by IOCL from the railway authorities at the destination station.
- c) Equipment sent freight/carriage paid to the Project Site: On receipt of the Material(s) by IOCL at the Project Site.

#### 25.2 For Imported Material(s):

The transfer of property and risks in Imported Material(s) shall be deemed to take place as follows:

- a) For FOB / FCA deliveries: On handing over the Material(s) to the carrier and issue of clean Bill of Lading/Airway Bill (except for freight to pay) and its transmission to IOCL.
- b) For CFR deliveries: Transfer of title and risk of loss passes to IOCL when delivered on board the ship by vendor who pays the transportation cost upto the destination port or to the designated destination airport (as per INCOTERMS).

#### 26.0 **TERMINATION**

26.1 Without prejudice to IOCL's right to price adjustment by way of discount or any other right or remedy available to IOCL, IOCL may terminate the Contract or any part thereof by a written notice to the Vendor, if:

- i) The Vendor fails to comply with any material term of the Contract.
- ii) The Vendor informs IOCL of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Vendor fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Vendor becomes bankrupt or goes into liquidation.
- v) The Vendor makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Vendor.
- vii) The Vendor has misrepresented to IOCL, acting on which misrepresentation IOCL has placed the Purchase Order on the Vendor.
- viii) Violation of Integrity Pact, if applicable.

26.2 Upon receipt of said termination notice, the Vendor shall discontinue the work on the Contract so far as terminated, and matters connected therewith.

26.3 On termination of the Contract, without prejudice to any other right or remedy available to IOCL under the contract, in the event of IOCL suffering any loss on

account of delayed delivery or non-delivery, IOCL reserves the right to claim and recover damages from the Vendor in respect thereof.

26.4 Notwithstanding anything to the contrary herein contained, IOCL will be at liberty to take independent administrative action to place the Vendor under 'holiday list' for delay or non-performance of its contractual obligations or any of them.

26.5 Action in case of submission of fraudulent documents :  
If any information given by a bidder/ tenderer is found to be incorrect in any particular considered by IOCL to be relevant for the evaluation of the bid/ tender, or is found by IOCL to misrepresent or conceal facts, or if any of the documents submitted by the bidder in support of or relevant to the bid/ tender is found by IOCL to be forged, false or fabricated, IOCL may reject the bid, and without prejudice to any other right(s) of action or remedy available to IOCL, IOCL may forfeit the Earnest Money given by the bidder in order to compensate IOCL for the expenses incurred by it in considering the bid (and not by way of penalty) and take action for putting the bidder on holiday list for such period as IOCL in this behalf considers warranted and / or remove the bidder from any approved list of vendors / contractors. If prior to the discovery of the incorrect information, misrepresentation or forged, false or fabricated document (s), the bid has resulted in a contract, the Contract shall be liable to be terminated by IOCL with consequences of termination as provided in Cl 26 of the General Purchase Conditions.

#### 27.0 **RECOVERY OF SUMS DUE**

Whenever there is any claim against the Vendor for payment of sums of money arising out of or under the execution of the Purchase Order, IOCL may, without prejudice to any other mode or source of recovery available, recover the same from any sum(s) then due or which at any time thereafter may become due to the Vendor under this or any other contract with IOCL and/or by recourse to any bank guarantee available to IOCL for this purpose, and should these sum(s) be not sufficient to cover the recoverable amount, the Vendor shall pay IOCL on demand, the balance.

#### 28.0 **NON-WAIVER**

Failure of IOCL/IOCL's representative(s) to insist upon adherence to any of the terms or conditions incorporated in the Contract or failure or delay to exercise any rights or remedies herein or by law accruing, or failure to promptly notify the Vendor in the event of breach or the acceptance of or the payment for any Material(s) hereunder or approval of any design or Material(s) shall not release the Vendor and shall not be deemed a waiver of any right of IOCL to insist upon the strict performance thereof or of any of its rights or remedies as to any such Material(s) regardless of when the Material(s) are shipped, received or accepted nor shall any purported oral modifications or revisions of the Contract by IOCL or IOCL's representative(s) act as a waiver of the terms hereof.

#### 29.0 **COMPLETE AGREEMENT**

The Contract Document(s) including, technical documents, drawings and specifications and other Annexures to the Contract documents constitute the entire agreement between the Vendor and IOCL in relation to the Contract arising out of the Purchase Order. Changes or amendments will be binding only if the

amendments/modification are agreed to in writing as an amendment/variation to the relative Contract Document and signed by an authorised representative of IOCL.

### 30.0 **EXCLUSION OF THE GOVT. OF INDIA'S LIABILITY**

30.1 It is expressly understood and agreed that IOCL has entered into the Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and will have no liability, obligation or right whatsoever under the Contract. It is expressly understood and agreed that IOCL is an independent legal entity with power and authority to enter into the Contract solely on its own behalf under the applicable laws of India. The Vendor expressly agrees, acknowledges and undertakes and accepts that IOCL is not an agent, representative or delegate of the Government of India and that the Government of India is not and shall not be liable for any act, omission, commission, breach or other wrong or liability arising out of the Contract. The Vendor hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims, against the Government of India arising out of the Contract and covenants not to sue the Government of India for any manner of claim, cause of action or thing whatsoever arising out of or under the Contract.

### 31.0 **TECHNICAL INFORMATION/CONFIDENTIALITY**

31.1 Drawings, specifications and details shall at all times be the property of IOCL and shall be returned by the Vendor to IOCL on demand. The Vendor shall not make use of any document, drawing, specification, data or any other information connected with the Contract, for any purpose at any time, save and except in the implementation of the Contract.

31.2 The Vendor shall not disclose the technical information furnished or gained by the Vendor under or by virtue of or as a result of the implementation of the Contract and shall make all efforts to ensure that the technical information is kept confidential.

31.3 Notwithstanding anything contained in this contract to the contrary, nothing contained herein shall be construed as transferring between the parties any patent, trademark, copyright or other intellectual property rights relating to the supply of equipment and / or materials, or provisions of services covered by this contract, and all such rights are hereby expressly reserved to the true and lawful owners thereof.

### 32.0 **MODE OF COMMUNICATION**

32.1 It is understood that IOCL is a multifaceted and multi-locational organization and that for any communication to receive attention it is a prerequisite that the communication is properly addressed and that the subject of the communication is properly identified. To this end, except where otherwise provided, all communications, drawings, invoices, shipping notes, packages, packing lists and other document connected with reference to the Contract shall in the heading boldly set out the Purchase Order Number and date, and shall be addressed to the following:



### 34.3 **CONCILIATION**

At any time prior to or during arbitration of any arbitrable dispute(s) pursuant to IOCL's Arbitration Clause, if eligible, the Vendor may seek resort to the Conciliation under the Indian Oil Conciliation Rules, 2014 as amended and / or re-enacted from time to time. The proposal for conciliation shall be made in accordance with said Conciliation Rules. The said Rules are available on the IOCL's website.

34.4 **Governing Law:** The Contract(s) shall be construed in accordance with and governed by the laws of India. IOCL shall warrant that the terms and conditions of the Purchase Order shall be valid under existing Indian laws.

### 35.0 **JURISDICTION**

35.1 Notwithstanding any other Court or Courts having jurisdiction to decide the disputed issue, and without prejudice to the provisions or generality of the Arbitration clause, jurisdiction to decide the question(s) arising out of or relative to the Contract in all matters touching or affecting any arbitration, or arising out of or in relation to or under or in accordance with the Arbitration and Conciliation Act, 1996 or otherwise under or with reference to the Contract shall vest exclusively in the court(s) of competent civil jurisdiction at \_\_\_\_\_ [where the contract(s)/Purchase Order shall be signed on behalf of IOCL] or at New Delhi and only the said Court(s) shall have the jurisdiction to entertain and try any such actions and/or proceedings to the exclusion of all other Courts, provided that nothing herein stated shall be deemed to anyway authorize any party to seek resolution of any dispute(s) otherwise than the recourse to arbitration in accordance with the provisions of the Arbitration clause herein.

Provided always that an award rendered in any arbitration proceedings arising out of or in relation to the Contract may be enforced or executed in any other country or jurisdiction including without limitation a country in which any party against whom the award is to be enforced or executed is located and a country in which the assets of any such party are located.

### 36.0 **Limitation of Liability**

The maximum liability shall be limited to 100% of total contract value except in case of fraud, deliberate default, negligence or misconduct by the vendor. The vendor shall not be liable for consequential losses on account of production, revenue or profit.

### 37.0 **Use of white/ erasing fluid**

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.

\* \* \* \*

**FORM OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

(On non-judicial stamp paper of appropriate value)

BG NO: \_\_\_\_\_

DATED: \_\_\_\_\_

VALID UPTO: \_\_\_\_\_

To,  
 Indian Oil Corporation Limited  
 (Refineries Division)

[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. [Address]..... , (hereinafter called the "Corporation", which expression shall include its successors and assigns) having agreed inter alia to consider the tender of \_\_\_\_\_ (Name) \_\_\_\_\_, (Constitution) \_\_\_\_\_ (Address) \_\_\_\_\_ (hereinafter referred to as the "Tenderer" which expression shall wherever the subject or context so permits include its successors and assigns) for supply of materials to be awarded under Tender No. \_\_\_\_\_ upon the Tenderer furnishing an undertaking from the Bank as hereinafter appearing in lieu of payment of the Earnest Money.

We \_\_\_\_\_ (name) a body corporate registered/constituted under the laws of \_\_\_\_\_ and having a branch at [Indian branch address with IFSC Code] (hereinafter called "the Bank" which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to the Corporation, for an amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ ) only or US Dollar \_\_\_\_\_ (United States Dollars \_\_\_\_\_ )

AND THE BANK DO TH HEREBY FURTHER AGREE AS FOLLOWS:

1. The amount stated by the Corporation in any demand, claim or notice made or given with reference to this Guarantee/Undertaking shall as between the Bank and the Corporation for the purpose of this Guarantee/Undertaking be conclusive of the amount payable by the Bank to the Corporation hereunder.
2. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or by any change in the legal constitution of the Bank or the Corporation.
3. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.

4. Notwithstanding anything to the contrary contained herein above:
- i. The Bank's liability under this Guarantee/Undertaking shall not exceed Rs./ US\$\_\_\_\_\_ (Rupees / United States Dollars\_\_\_\_\_ only).
  - ii. This Guarantee/Undertaking shall remain in force upto (fill in date) and any extension(s) thereof; and
  - iii. The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before the midnight of\_\_\_\_\_and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.
5. Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
6. The Bank doth hereby declare that Shri [designation] is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

This \_\_\_\_\_ day of \_\_\_\_\_ 20

Yours faithfully,

Signature: \_\_\_\_\_

Name & Designation: \_\_\_\_\_

Name of the Branch: \_\_\_\_\_

.....

**NOTES:**

1. The Bank Guarantee in lieu of Earnest Money Deposit shall be strictly as per above proforma and shall be through a Scheduled Bank operating in India, including the Indian Branch of a foreign bank recognized as a Scheduled bank in India.
2. The Bank Guarantee shall be typed on stamp paper applicable to an agreement in the State in which the Bank Guarantee is issued.
3. This Bank Guarantee shall be sent by the Bank directly to:- Dy. General Manager (Materials), IOCL (Refineries Division)].

**[IRREVOCABLE LETTER OF CREDIT- FORMAT]**

To:

This communication is to be considered as our credit instrument and is subject to the Uniform Customs and Practice for Documentary Credit 1993 revision, I.C.C. publication No. 500.

At the request of Indian Oil Corporation Ltd. (hereinafter called "the Corporation" which expression shall include its successors and assignees) we hereby establish our irrevocable Letter of Credit No. \_\_\_\_\_ dated \_\_\_\_\_ in favour of :

(Beneficiary)

for a sum not exceeding (Currency in figures and words) which is payable at sight at the counter of [Beneficiary's Bank] in [Address], covering the FOB/CIF/C&F port supply of Material(s) and equipment under Purchase Order No.[ ] for the Unit/Refinery of Indian Oil Corporation Ltd.. (IOCL).

This Letter of Credit shall be valid up till [Date]

**TERMS OF PAYMENT**

Payments under this Letter of Credit shall be made of \_\_\_\_\_ % of the value of the Invoice(s) drawn by the Beneficiary on IOCL under the said Purchase Order against presentation of the following documents:

Imported Materials:

- i. Invoice;
- ii. Clear Bill of Lading/Airway Bill covering the Materials(s) invoiced;
- iii. Packing list for the consignment;
- iv. Inspector's Certificate covering the invoiced Material(s);
- v. Test/Composition Certificate;
- vi. Certificate of origin;
- vii. Drawing(s)/Catalogue(s) covering the Material(s);
- viii. Export Certificate, wherever applicable;
- ix. Invoice of Inspector's charges, wherever applicable;
- x. Freight Memo(s) if the freight particulars are not shown in the Bill of Lading/Airway Bill.
- xi. Copy of faxed/e-mail intimation of the shipment to IOCL certified by the Beneficiary to be a true copy of the faxed intimation of shipment to IOCL

Indigenous Supply:

- i. Invoice
- ii. Clear Railway Receipt/Truck Receipt/Goods Receipt covering the Material(s) invoiced;
- iii. Packing list for the consignment;
- iv. Third Party Inspector's Certificate covering the invoiced Material/Release Note;
- v. Test/Composition Certificate; \_
- vi. IBR Certificate/CMRS Certificate;
- vii. Drawing(s)/Catalogue(s) covering the Material(s);

- viii. Guarantee/Warranty Certificate(s), wherever applicable;
- ix. Invoice of Inspector's charges, wherever applicable;
- x. Freight Memo(s) if inland freight is not included in the Price and the RR/TR/GR does not give the freight particulars.
- xi. Copy of faxed/e-mail intimation of the shipment to IOCL certified by the Beneficiary to be a true copy of the faxed intimation of shipment to IOCL.

#### SPECIAL INSTRUCTIONS

- \* All Bank charges and commissions outside India shall be borne by the Beneficiary
- \* Drawing permitted in not more than 3 (three) tranches.
- \* Partial shipment is not permitted.
- \* Trans-shipment not permitted.
- \* Negotiating Bank to reimburse itself after giving 7 (seven) banking days notice to the Issuing Bank from Issuing Bank's account with \_\_\_\_\_ (Name of the Issuing Bank's correspondent in \_\_\_\_\_ ) at maturity under telex/cable advice to the Issuing Bank indicating the amount claimed.
- \* IOCL to be intimated the shipping details by fax immediately on shipment.
- \* Documents to be dispatched to Issuing Bank by courier within 7 banking days of receipt by Negotiating Bank.
- \* Documents must be presented within \_\_\_\_\_ days after the date of shipment/dispatch to ensure receipt thereof 7 days prior to the arrival of the vessel.

\* \* \* \*

**[PROFORMA OF BANK GUARANTEE (PERFORMANCE)]**

(On non-judicial stamp paper of appropriate value)

To  
Indian Oil Corporation Ltd.[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. (hereinafter called the "Corporation" which expression shall include its successors and assigns) having awarded to [Name], [Constitution] \_\_\_\_\_ [Address] \_\_\_\_\_ (hereinafter referred to as the "Supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract in terms interalia, of the Corporation(s) Purchase Order No. [ ] dated ..... (hereinafter referred to as the "Contract") upon the condition of the Supplier's furnishing security in lieu of cash deposit for the Performance of the Supplier's obligations and/or discharge of the Supplier's liabilities under and/or in connection with the said Supply Contract upto a sum of Rs./US\$ [ ] [Rupees/United States Dollars \_\_\_\_\_] only amounting to \_\_% ( \_\_ percent) of the total contract value.

We \_\_\_\_\_ (name) a body corporate registered/constituted under the laws of \_\_\_\_\_ and having a branch at [Indian branch address with IFSC Code] (hereinafter called "the Bank" which expression shall include its successors and assigns) with the intent to bind the Bank and its successors and assigns, hereby undertake to pay the Corporation at New Delhi on first demand in writing without protest or demur or proof or satisfaction or condition and without reference to the Supplier, any and all amounts from time to time demanded by the Corporation from the Bank with reference to this Guarantee/Undertaking upto an aggregate limit of Rs./US\$ [ ] only or [Rupees / United States Dollars \_\_\_\_\_].

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Guarantee/Undertaking shall be in addition to any other guarantee or any other security whatsoever that the Corporation may now or at any time anywise have in relation to the Supplier's obligations and/or liabilities under and/or in connection with the Contract and the Corporation shall have full authority to take recourse to or reinforce this Guarantee/Undertaking in preference to the other guarantee(s) or security(ies) at its discretion, and no failure on the part of the Corporation in enforcing or requiring enforcement of any other guarantee or security shall have the effect of releasing the Bank from its full liability hereunder.
2. The Corporation shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in respect of the Supplier's obligation(s) and/or liability(ies) under/or in connection with the Contract and/or to vary the terms vis-a-vis the Supplier of the Contract and/or to grant time and/or indulgence to the Supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to release or to forebear from enforcement of all or any of the obligations of the Supplier under the Contract and/or the remedies of the Corporation under any other guarantee(s) or security(ies) now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s) or other indulgence(s) or arrangement(s) with the Supplier or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Corporation hereunder or of prejudicing the rights of the Corporation against the Bank.
3. This Guarantee/Undertaking shall not be determined or affected by the liquidation

or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Bank or of the Corporation.

- 4. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Corporation in terms hereof.
  
- 5. Notwithstanding anything to the contrary contained herein above:
  - a) The Bank's liability under this Guarantee/Undertaking shall not exceed (currency in figures) . . . . . (currency in words only ) . . . . . ;
  
  - b) This Guarantee/Undertaking shall remain in force upto \_\_\_\_\_ (here put the entire period required for the performance of the Contract and the defect liability period plus 3 (three) months) and any extension(s) thereof; and
  
  - c) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before \_\_\_\_\_ and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.
  
- 6. Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
  
- 7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.
  
- 8. The Bank doth hereby declare that Mr. \_\_\_\_\_ [name & designation of the person authorised to sign on behalf of the Bank] is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,  
(Authorised Signature)  
NAME & DESIGNATION

NAME OF THE BANK

**PROFORMA OF BANK GUARANTEE  
(FULL VALUE OF FREE ISSUE MATERIALS)**

(On non-judicial stamp paper  
Of appropriate value)

To

Indian Oil Corporation Ltd.  
[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. [address] (hereinafter called the "Corporation" which expression shall include its successors and assigns) having awarded to \_\_\_\_\_ [Name], \_\_\_\_\_ (Constitution) \_\_\_\_\_ (Address) (hereinafter referred to as the "Supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract in terms, interalia, of the Corporation(s) Purchase Order No. [ ] dated [ ] (hereinafter referred to as the "Contract") and having agreed to provide certain free issue material(s) hereinafter referred to as "Free Issue Material" to the Supplier for incorporation in the materials(s) to be supplied under the Contract) upon the condition of the Supplier's furnishing security in lieu of cash for the said Free Issue Material(s) upto a sum of Rs./US\$..... (Rupees/ United States Dollars \_\_\_\_\_ only] being the value of the Free Issue Material(s):

We \_\_\_\_\_ [name] a body corporate registered/constituted under the laws of [Country] and having a branch at [Indian branch address with IFSC code] (hereinafter called "the Bank" which expression shall include its successors and assigns) with the intent to bind the Bank and its successors and assigns, hereby undertake to pay the Corporation at New Delhi on first demand in writing without protest or demur or proof or satisfaction or condition, and without reference to the Supplier, any and all amounts from time to time demanded by the Corporation from the Bank with reference to this

Guarantee/Undertaking upto an aggregate limit of Rs./US\$ \_\_\_\_\_ (Rupees/ United States Dollars \_\_\_\_\_ only]

**AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:**

1. This Guarantee/Undertaking shall be in addition to any other guarantee or any other security whatsoever that the Corporation may now or at any time anyway have in relation to the Supplier's obligations and/or liabilities under and/or in connection with the Contract and/or the Free Issue Material and the Corporation shall have full authority to take recourse to or enforce this Guarantee/Undertaking in preference to the other guarantee(s) or security(ies) at its discretion, and no failure on the part of the Corporation in enforcing or requiring enforcement of any other guarantee or security shall have the effect of releasing the Bank from its full liability hereunder.
  
2. The Corporation shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder, to take any other security in respect of the Supplier's obligation(s) and/or liability(ies) under or in connection with the Contract or the Free Issue Material and to vary the terms vis-a-vis the Supplier of the Contract or the Free Issue Material and/or to grant time and/or indulgence to the Supplier and/or to reduce or to increase or otherwise vary the prices or the total contract value or the value of the Free Issue Material or to release or to forebear from enforcement of all or any of the obligations of the Supplier under the Contract and/or the remedies of the Corporation under any other guarantee(s) or security(ies) now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s) or other indulgence(s) or arrangement(s) with the Supplier or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Corporation hereunder or of prejudicing the rights of the Corporation against the Bank.
  
3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Bank or of the Corporation.
  
4. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Corporation in terms hereof.
  
5. Notwithstanding anything to the contrary contained herein above:
  - a. The Bank's liability under this Guarantee/Undertaking shall not exceed [currency in figures] . . . . . [currency in words] . . . . . only.
  
  - b. This Guarantee/Undertaking shall remain in force upto the midnight of (here put the scheduled date of delivery of the Free Issue Material + 3 months) and any extension thereof.
  
  - c. The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before [ ] and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.

6. The Bank doth hereby declare that Mr. \_\_\_\_\_ (name & designation of the person authorised to sign on behalf of the Bank) is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.
7. Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
8. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.

Yours faithfully,  
(Signature)  
NAME & DESIGNATION  
NAME OF THE BANK

**NOTES:**

1. The Bank Guarantee shall be for the full value of the Free Issue Material(s) as specified by IOCL and shall be strictly as per above proforma and shall be through a Scheduled Bank operating in India, including the Indian Branch of a foreign bank recognized as a Scheduled Bank in India.
2. The Bank Guarantee shall be typed on stamp paper applicable to an agreement in the State in which the Bank Guarantee is issued.
3. This bank guarantee shall be sent by the Bank directly to:- Dy. General Manager (Materials), IOCL [Address].

**PROFORMA OF BANK GUARANTEE  
(FOR THE FULL VALUE OF REJECTED MATERIALS)**

(On non-judicial stamp paper  
Of appropriate value)

To

Indian Oil Corporation Ltd.  
[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. (hereinafter called the "Corporation" which expression shall include its successors and assigns) having awarded to [Name], (Constitution) (Address) (hereinafter referred to as the "Supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract in terms interalia, of the Corporation(s) Purchase Order No. [ ] dated [ ] (hereinafter referred to as the "Contract") and having agreed to permit the Supplier to remove certain rejected material(s) for which the Corporation has paid the Supplier (hereinafter referred to as the "Rejected Material(s)") upon the condition of the Supplier furnishing security for the satisfactory replacement of the Rejected Material(s) upto a sum of Rs./US\$ [ ] (Rupees/United State Dollars \_\_\_\_\_ only) amounting to the full value of the Rejected Material(s).

We \_\_\_\_\_ [name] a body corporate registered/constituted under the laws of [Country] and having a branch at [Indian branch address with IFSC Code] (hereinafter called "the Bank" which expression shall include its successors and assigns) with the intent to bind the Bank and its successors and assigns, hereby undertake to pay the Corporation at New Delhi on first demand in writing without protest or demur or proof or satisfaction or condition, and without reference to the Supplier, any and all amounts from time to time demanded by the Corporation from the Bank with reference to this Guarantee/Undertaking upto an aggregate limit of Rs./US\$ [ ] [Rupees/United States Dollars ].

**AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:**

1. This Guarantee/Undertaking shall be in addition to any other guarantee or any other security whatsoever that the Corporation may now or at any time anywise have in relation to the Supplier's obligations and/or liabilities under and/or in connection with the Contract or the Rejected Material(s) and the Corporation shall have full authority to take recourse to or reinforce this Guarantee/Undertaking in preference to the other guarantee(s) or security(ies) at its discretion, and no failure on the part of the Corporation in enforcing or requiring enforcement of any other guarantee or security shall have the effect of releasing the Bank from its full liability hereunder.
2. The Corporation shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder, to take any other security in respect of the Supplier's obligation(s) and/or liability(ies) under or in connection with the Contract and/or the Rejected Material(s) and to vary the terms vis-a-vis

the Supplier of the Contract or Rejected Material(s) and/or to grant time and/or indulgence to the Supplier and/or to reduce or to increase or otherwise vary the prices of the total contract value or the value of the Rejected Material or to release or to forebear from enforcement of all or any of the obligations of the Supplier under the Contract or otherwise in respect of the Rejected Material and/or the remedies of the Corporation under any other guarantee(s) or security(ies) now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s) or other indulgence(s) or arrangement(s) with the Supplier or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Corporation hereunder or of prejudicing rights of the Corporation against the Bank.

3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Bank or of the Corporation.
4. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Corporation in terms hereof.
5. Notwithstanding anything to the contrary contained herein above:
  - a. The Bank's liability under this Guarantee/Undertaking shall not exceed [currency in figures]. . . . . [currency in words only] . . . . .
  - b. This Guarantee/Undertaking shall remain in force upto (put date fixed for replacement of the Rejected Material + 3 months) and any extension(s) thereof;) and
  - c. The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before [ ] and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.
6. The Bank doth hereby declare that Mr. \_\_\_\_\_ (name & designation of the person authorised to sign on behalf of the Bank) is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.
7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.
8. Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.

Yours faithfully,  
(Signature)  
NAME & DESIGNATION

NOTES:

1. The Bank Guarantee for full value of Rejected Material(s) shall be strictly as per above proforma and shall be through a Scheduled Bank operating in India, including the Indian Branch of a foreign bank recognized as a Scheduled Bank in India.
2. The Bank Guarantee shall be typed on stamp paper applicable to an agreement in the State in which the Bank Guarantee is issued.
3. This bank guarantee shall be sent by the Bank directly to:- Dy. General Manager (Materials), IOCL [Address].

.....

PROFORMA OF BANK GUARANTEE  
(ADVANCE)  
(On non-judicial paper of appropriate value)

To  
Indian Oil Corporation Ltd.  
(Refineries Division)

.....  
.....  
.....

Dear Sirs,

WHEREAS INDIAN OIL CORPORATION LIMITED (REFINERIES DIVISION) (Hereinafter called "The IOCL" which expression shall include its successors and assigns) has awarded M/s \_\_\_\_\_ (hereinafter called "The Supplier" which expression shall include its successors and assigns) the work of designing, manufacturing, fabricating and supply of in terms of a contract as constituted by Purchase Order No. dated \_\_\_\_\_ issued by the IOCL to the Supplier (hereinafter called "The Contract" which expression include all the amendments and/or modifications of the Purchase Order).

AND WHEREAS the IOCL has agreed to advance the Supplier a sum of Currency \_\_\_\_\_ (Currency \_\_\_\_\_) hereinafter called "The Advance" as financial assistance to the Supplier under the Contract on the condition, inter alia, that the advance shall be secured by a Bank Guarantee as hereinafter appearing.

We \_\_\_\_\_ (name) a body corporate registered/constituted under the laws of \_\_\_\_\_ and having a branch at [Indian branch address with IFSC Code] (hereinafter called "The Bank" which expression shall include our successors and assigns) in consideration of the aforesaid promises and at the request of the Supplier DO HEREBY bind ourselves and our successors and assigns, and irrevocably undertake to pay the IOCL at New Delhi on first demand in writing without protest or demur or proof or condition and without reference to the Supplier any and all amounts at any time and from time to time claimed by you, as due to you under or in respect of the said advance, and demanded by you from us, with reference to this undertaking upto an aggregate limit of Currency (Currency \_\_\_\_\_).

AND, we, the Bank DO HEREBY further agree as follows:

- i. The IOCL shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to anywise vary the Contract and/or any of terms and conditions thereof or of or relative to the advance and to extend time for the performance of the Contract and/or repayment of the advance or to postpone for any time or from time to time the obligations of the Supplier and to waive or postpone exercise of any of the rights available to the IOCL against the Supplier or to forebear from enforcing any of the terms or conditions of the Contract and/or the advance or any security(ies) available to the IOCL, AND the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the IOCL of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Supplier or any forbearance, waiver, act or omission on the part of the IOCL or any indulgence by the IOCL to the Supplier or any other act, matter or thing whatsoever which under the law relating to sureties would have the effect of releasing the Bank from its liability hereunder or any part thereof, AND the BANK DOTH HEREBY waive all rights at any time inconsistent with the terms of this Guarantee/Undertaking.
- ii. It shall not be necessary for the IOCL to proceed against the Supplier before proceeding against the Bank and this guarantee/undertaking shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other security for any indebtedness of the Supplier to the IOCL (including relative to the advance) and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank be outstanding or unrealised.

- iii. As between the Bank and the IOCL for the purpose of this guarantee/undertaking the amount claimed by the IOCL from the Bank with reference to this guarantee/undertaking shall be final and binding upon the bank as to the amount payable by the Bank to the IOCL hereunder.
- iv. The liability of the Bank to the IOCL under this guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Supplier and the IOCL, the Supplier and the Bank and/or the Bank and the IOCL, or otherwise howsoever touching or affecting these presents or the liability of the Supplier to the IOCL, and notwithstanding the existence of any instructions or purported instructions of the Supplier or any other person(s) to the Bank not to pay or for any cause withhold or defer payment to the IOCL under these presents with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the IOCL.
- v. This guarantee/undertaking shall not be affected by any change in the constitution of the Bank or that of the Supplier or the IOCL, or any irregularity in the exercise of borrowing powers by or on behalf of the Supplier.
- vi. This guarantee/undertaking shall be valid for all claims/demands made by the IOCL to or upon us upto the business hours of \_\_\_\_\_ provided always that if for any reason, the Supplier is unable to complete supplies under the Contract, the Bank shall at the request of the IOCL and without recourse to the Supplier extend the validity of this guarantee/undertaking for a further period of six months. For the purpose of this clause, the IOCL's statement that the Supplier is unable to complete supplies under the contract shall be conclusive and final binding on us.
- vii. Notwithstanding anything to the contrary contained herein above:
  - a. The Bank's liability under this Guarantee/Undertaking shall not exceed Currency..... (Currency..... only),
  - b. This Guarantee/Undertaking shall remain in force upto..... (Expiry date) and any extension(s) thereof; and
  - c. The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before \_\_\_\_ (Claim Expiry date i.e. \_\_\_\_ months from the BG Expiry date quoted in point (b) above) and if extended, the claim expiry date of the last extension of this Guarantee/Undertaking.
- viii. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.
- ix. Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
- x. The Bank DOTH HEREBY declare that Mr. \_\_\_\_\_ (name of the person signing on behalf of the Bank) who is \_\_\_\_\_ (his designation), is authorised to sign this guarantee/undertaking on behalf of the Bank and to bind the Bank thereby.

Dated this \_\_\_\_\_ day of \_\_\_\_\_


Yours faithfully

For \_\_\_\_\_


Signature \_\_\_\_\_

Name & Designation \_\_\_\_\_


Name of the Branch \_\_\_\_\_

Plant PPU & CDW	IOCL, PANIPAT REFINERY	Contract Code RHQ, EPCM-3 (P-25)		
<b>BID DATA SHEET (BDS)</b> <b>(Bidding Document No. 6746-PPM-022-CA-0170</b> <b>for Ultrasonic Flow Meter for PP Unit)</b>				
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S.NO.	ITB /SPC CL. NO. /OTHER	CONTENT
1	ITB 2.1	Enquiry Basis is: <b>Refer NIT</b>
2		This Enquiry is for refinery of IOCL for following locations: Contract No. 66-6746 – PANIPAT REFINERY
3	Commitments	As per technical section of bidding document.
4	_____	Payment Terms shall be as indicated in NIT.
5	ITB 5.2 (Site Visit)	Not Applicable
6	ITB 6.3	i. Last date for submission of pre-bid queries is <b>AS INDICATED ON PORTAL.</b> ii. Pre-bid meeting: <b>Refer NIT</b>
7	ITB 6.2, 11.1.2, 16.0	Detail of Contact Persons for any query/clarification/communication:  <b>Commercial: Mr. Sunildatta Borade (<a href="mailto:sunil.borade@thyssenkrupp.com">sunil.borade@thyssenkrupp.com</a> / +919579902755)</b>  <b>Technical: Mr. Sagar Lagad (<a href="mailto:sagar.lagad@thyssenkrupp.com">sagar.lagad@thyssenkrupp.com</a> / +91 9850045212)</b>  thyssenkrupp Uhde India Private Limited (Formerly thyssenKrupp Industrial Solutions (India) Private Limited) 6th floor, Tower “C”, Panchshil Business Park, Baner-Balewadi Road, Pune 411045, India. Phone: +91 20 4621 1100 / +91 9167251462 Email: <a href="mailto:tkuip1.ioclp25.epcm3@thyssenkrupp.com">tkuip1.ioclp25.epcm3@thyssenkrupp.com</a> <a href="mailto:abhijeet.mithari@thyssenkrupp.com">abhijeet.mithari@thyssenkrupp.com</a>
8	ITB 11.1.2, 18.1, 19 & 22.1	The last Date and time of submission of Bids shall be <b>AS MENTIONED ON PORTAL.</b> URL for e-tendering portal is <a href="https://iocletenders.nic.in">https://iocletenders.nic.in</a>  EMD / Bid Security applicable. Refer Clause 3.8 of NIT for details.
9	ITB 11.1.1	List of Document required in the UNPRICED BID: a) Offer Covering letter (in bidder’s letter head). b) Power of Attorney in the name of authorized signatory who is submitting the bid with his Digital Signature Certificate & signature c) <b>Annexure-1 to Annexure-4</b> , enclosed in Bid Documents Section d) <b>Annexure-5</b> (Wherever Pre-Qualification / Bidder’s Qualification Criteria is applicable), enclosed in Bid Documents Section

Plant PPU & CDW	IOCL, PANIPAT REFINERY	Contract Code RHQ, EPCM-3 (P-25)	
<b>BID DATA SHEET (BDS)</b> <b>(Bidding Document No. 6746-PPM-022-CA-0170</b> <b>for Ultrasonic Flow Meter for PP Unit)</b>			
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S.NO.	ITB /SPC CL. NO. /OTHER	CONTENT
		<p>e) Annexure-7 TO Annexure-16, enclosed in Bid Documents Section</p> <p>f) Annexure-18 enclosed in Bid Documents Section (applicable for foreign bidder in case of services in India is required as per scope of Enquiry Document)</p> <p>g) Annexure-19, enclosed in Bid Documents Section.</p> <p>h) Bidder Input Sheet (BIS) enclosed in Bid Documents Section.</p> <p>i) Supporting documents for Custom Duty exemption / waiver, if any. (Applicable for Foreign Bidders)</p> <p>j) Unpriced copy of Price Schedule (Excel file) (Indicating 'Q' in place of price and 'NQ' for not quoted).</p> <p>k) Latest Complete Audited Annual Financial Year Report including auditor report, Balance Sheet, Profit &amp; Loss Account Statement, Notes and all other schedules.</p> <p>l) Duly signed Integrity Pact in accordance with Clause 12 of ITB</p> <p>m) Certified documentary evidence to avail preference for being MSE bidder as per the requirement of ITB.</p> <p>n) Addendum / Amendment (if any) duly signed &amp; stamped.</p> <p>o) Technical Compliance/ datasheets/ documents, required as per Material Requisition.</p> <p>p) Bidder shall submit an affidavit of self-certification on Rs. 100/- stamp paper (duly notarized), regarding domestic value addition in iron &amp; steel products/ capital goods, as per format enclosed with the policy for providing Preference to Domestically Manufactured Iron &amp; Steel Products (DMI&amp;SP) in Government Procurement, enclosed with the Bidding Document (<b>Form-1 attached with Annexure IV to ITB</b>). Failure to do the above shall render the bid liable for rejection. However, in case of package, bidders expressing their inability to furnish this affidavit from Indian manufacturers at bidding stage, bidders may submit this affidavit after placement of order. However, an undertaking to submit affidavit shall be submitted by bidder along with the bid.</p> <p>q) Documents in support of claiming Purchase Preference under Public Procurement (Preference to Make in India) as applicable.</p> <p>r) Form-1, Proforma-II and Proforma-III attached with Annexure-III to ITB, w.r.t. PPP-MII policy.</p> <p>s) Annexure-F to SPC (Undertaking by the Tenderer(S))</p> <p>t) Any other document required as per MR / RFQ Documents.</p>
10	ITB 12.7	<b>Integrity Pact: Applicable for order values greater than INR 10 Cr.</b>
11	ITB 15.1 & ITB 32.0	The currency of Bid shall be as per Special Purchase Condition and BOQ only.
12	ITB 16.0	<b>BQC / PQC documents: Refer NIT.</b>

Plant PPU & CDW	IOCL, PANIPAT REFINERY	Contract Code RHQ, EPCM-3 (P-25)	
<b>BID DATA SHEET (BDS)</b> <b>(Bidding Document No. 6746-PPM-022-CA-0170</b> <b>for Ultrasonic Flow Meter for PP Unit)</b>			
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S.NO.	ITB /SPC CL. NO. /OTHER	CONTENT
13	ITB 17.0	<b>Net Worth: For Applicability Refer NIT.</b>
14	ITB 18.0	Bid validity: Refer NIT
15	ITB 19.14	Consortium / Joint Venture (JV) (unincorporated) Bids are not acceptable.
16	ITB 33.5 & 34.1	Purchase preference as admissible under the prevailing procurement policy for MSEs for <b>Applicability Refer NIT.</b>
17	34A (i)	Opportunity to Startup's and Micro & Small Enterprises (MSE'S): <b>For Applicability Refer NIT.</b>
18	ITB 35.1	<p>Policy for Purchase preference (linked with local content): <b>Applicable</b> to this Enquiry Document</p> <p><b>Purchase preference as defined in the Public Procurement (Preference to Make in India): For Applicability Refer NIT. Bidders qualifying for such preference shall submit the required documents as specified in the said policy.</b></p> <p><b>Bidders to submit Undertaking as per Proforma-II for order value less than INR 10 Cr.</b></p> <p><b>Bidders to submit Undertaking as per Proforma-III for order value of INR 10 Cr or more.</b></p>
19	ITB 36.1	Policy for Providing Preference to domestically manufactured iron & steel products in government procurement- revised, 2019: <b>For Applicability Refer NIT.</b>
20	ITB 36A (i)	Policy for Domestically Manufactured Electronic Products (DMEP): <b>For Applicability Refer NIT.</b>
21	Entire bidding document	Performance Bank Guarantee shall be read as "Contract Performance Bank Guarantee".
22	Evaluation and Ordering Philosophy	Refer NIT
23	Entire bidding document	Bidder shall ensure that any certificate/ reports issued / attested by a practising chartered accountant in India and submitted in the bid shall mandatorily include the UDIN number. Certificate/ reports issued/ attested without UDIN number of practising chartered accountant in India shall not be considered for evaluation.
24	33.6 of ITB & 22.0 of SPC	<b>Reverse Auction: For Applicability Refer NIT.</b>
25	14.0 of SPC	<b>Commercial Loading of Offers: For Applicability Refer NIT.</b>

Plant PPU & CDW	IOCL, PANIPAT REFINERY	Contract Code RHQ, EPCM-3 (P-25)		
	<b>BID DATA SHEET (BDS)</b> <b>(Bidding Document No. 6746-PPM-022-CA-0170</b> <b>for Ultrasonic Flow Meter for PP Unit)</b>			
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S.NO.	ITB /SPC CL. NO. /OTHER	CONTENT
26	17.0 of SPC	Part Order Condition: For Applicability Refer NIT.
27	23.0 of SPC	Repeat Order: For Applicability Refer NIT.