	MODIFICATION OF PIPELINE AT TLD BAYS OF NABHA BOTTLING PLANT	PLANT: NABHA BP	DATE: 28.10.2014
		<b>TENDER NO: NBP/TLD/LT/14-15</b> <b>DUE ON: 18.11.14</b>	

# INDIAN OIL CORPORATION LIMITED

(A GOVERNMENT OF INDIA UNDERTAKING)

## MARKETING DIVISION


### TECHNICAL BID

**NBP/TLD/LT/14-15**

FOR

**MODIFICATION OF PIPELINE AT TLD BAYS  
AT  
INDANE BOTTLING PLANT  
Nabha (Punjab)**

**LAST DATE OF SUBMISSION: 18.11.2014 UPTO 1400 HRS.**  
**DATE & TIME OF OPENING: 18.11.2014 AT 1430 HRS**

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### NOTICE INVITING TENDER

Digitally signed E-Tenders in Two Bid System (Part A - Technical Bid with Commercial Terms and Part B - Price Bid) are invited from reputed, established and financially sound parties meeting the minimum qualifying parameters for Modification of loading lines with fittings at TLF/TLD bays at Nabha BP

#### Tender Schedule:


<b>Tender No.</b>	<b>NBP/TLD/LT/2014-15</b>
Name of Work	Modification of loading lines with fittings at TLF/TLD bays at Nabha BP
Earnest Money Deposit (EMD)	Rs 8,740/- (Rupees Eight Thousand Seven hundred forty only) payable by way of demand draft in favour of Indian Oil Corporation Ltd (MD) payable at Patiala.
Date of Start of Tender Downloading Period	28.10.2014 @ 1800 HRS
Date of Close of Tender Downloading Period	18.11.2014 @ 1330 HRS
Due date and Time of submission	18.11.2014 @ 1400 HRS
Date and Time of Opening of Technical Bid	18.11.2014 @ 1430 HRS

#### 1.0 DOWNLOADING OF TENDER DOCUMENTS:

- Tender can be obtained only be downloading from our website <https://iocletenders.gov.in> during the downloading period as mentioned elsewhere.
- There is NO TENDER FEE.
- Tender will not be available for purchase from any of our offices.
- Name and other details of Contact Person:

**S. Chandrababu,**  
**Dy. General Manager (PLANT)/, Nabha BP**  
**Phone No: 01765-226991**  
**Email Id: [chandrababu@indianoil.in](mailto:chandrababu@indianoil.in)**

The original instrument of the EMD has to be submitted only in sealed envelope with the tender no. clearly mentioned on it in the Tender Box at the following address before the closing date and time i.e. before 18.11.2014(1400 Hrs):

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**Dy. General Manager (Plant),  
Indian Oil Corporation Ltd.,  
Indane Bottling Plant, Nabha-Bhawanigarh Road  
Nabha-147201**

The instrument for EMD should be in favour of Indian Oil Corporation Ltd.(Marketing Division) Payable at Patiala by way of DD/ Pay Order of Scheduled/Nationalized Banks on which no interest shall be payable. Submission of incorrect instrument towards EMD or non submission of EMD will render the tender liable for rejection.

## **2.0 MINIMUM QUALIFYING PARAMETERS:**

(Tenderers must submit following documents as minimum qualifying parameters for this tender. Tenders not having following documents need not apply)

**2.1** Balance sheet of the bidders firm for last two financial years as a proof of financial standing or copy of latest Income Tax Clearance Certificate, in absence of which an acknowledged copy of latest Income Tax return filed.

## **2.3 OTHER DOCUMENTS TO BE SUBMITTED**

A. Service Tax/VAT/TIN No. (If applicable)

B. PAN Card details


Note:

i. However mere submission of the relevant information and meeting the qualifying criteria would not entitle the tenderer for technical qualification. The details submitted and the credentials may be verified with the concerned authority at a later date. In the event document/information submitted by the tenderer is found to be forged or incorrect, the contract with such tenderers shall be terminated at any stage and EMD or SD submitted shall be forfeited. Such tenderers may also be put on Holiday List by IOCL.

ii. After technical qualification of the tenderers, Price bids of only technically qualified parties will be opened. Comparative statement of technically qualified tenderers will be prepared and they will be arranged from the lowest bidder to the highest bidder.

iii. 'Negotiations' will not be conducted with the bidders as a matter of routine. However, Corporation reserves the right to conduct 'negotiations'.

iv. IOCL reserves the right to reject tender of any or all the applicants without assigning any reason at its absolute discretion.

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### 3.0 SUBMISSION OF E-TENDER DOCUMENTS:

Indian Oil Corporation Ltd. has developed a secured and user friendly system which will enable Vendors / Bidders to Search, View, Download tenders directly from Indian Oil Corporation Ltd., secured website and also enables them to participate & submit Online Bids on the e-tendering site <https://iocletenders.gov.in> directly from website in secured and transparent manner maintaining confidentiality and security throughout the tender evaluation process and award. All interested bidders are requested to register themselves with the portal indicated above and enroll their digital certificate with the user id for participation in the tender. Bidders are requested to read following conditions in conjunction with various conditions, wherever applicable appearing with this bid invitation for e-Tendering. The conditions mentioned here in under shall supersede and shall prevail over the conditions enumerated elsewhere in the tender document.

#### a) How to submit On-line Bids / Offers electronically against E-tendering?

Vendors / Bidders are advised to read the following instructions for participating in the electronic tenders directly through internet:


Late and delayed Bids / Offers after due date / time shall not be permitted in E-tendering system. No bid can be submitted after the last date and time of submission has reached. (However if bidder intends to revise the bid already submitted, they may change / revise the same on or before the last date and time of submission of bid). The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance. Bidders are advised in their own interest to ensure that bids are uploaded in e-tendering system well before the closing date and time of bid. No Manual Bids / Offers along with electronic Bids / Offers shall be permitted.

#### b) What is a Digital Signature?

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain trusted Certifying Authorities (CA) who in turn allot on a regular basis Digital Certificates, Documents which are signed digitally are legally valid documents as per the Indian IT Act (2000).

#### c) Why is a Digital Signature required?

In order to bid for Indian Oil e-tenders all the vendors are required to obtain a legally valid Digital Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The Digital Certificate is issued by CA in the name of a person authorized for filing Bids / Offers on behalf of his Company. A Vendor / Bidder can submit their Bids / Offers On-line only after

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digitally signing the bid / documents with the above allotted Digital Signatures. Bidders have to procure Digital Certificate (Class 3) on their own from any of the Certifying Authorities in India.

#### **d) Submission of Documents**


The Technical Bids and Price Bid have to be submitted online only. However, documents which necessarily have to be submitted in originals and any other document mentioned in the tender documents have to be submitted offline. Prices should not be submitted in a sealed envelope. Indian Oil shall not be responsible in any way for failure on the part of the bidder to follow the instructions. It is advised that the bidder uploads small sized documents (preferably upto 5 MB) at a time to Facilitate in easy uploading into e-tendering site. Indian Oil does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

#### **e) Submission of Bids**

Bid along with all the copies of documents should be submitted in the electronic form only through Indian Oil e-tendering system. Before the bid is uploaded, the bid comprising of all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) in accordance with the Indian IT Act 2000. The bidder should go through the detailed instructions available in the homepage of the portal for enrolment and online bid submission process. Bidder has to ensure that their bid is complete in all respect before pressing on the “FREEZE BID” button. Any revision or amendment in bid shall be possible after the “FREEZE BID” button is pressed only till the due date and time of submission of tender.

#### **f) Last Date for Submission of Bids:**

Bidders are advised in their own interest to ensure that bids are uploaded in e- Procurement system well before the closing date and time of bid. Vendors / Bidders must use any computer having Windows 2000 or Windows XP versions or higher of Window operating system and an internet web browser version internet explorer V8.0 or higher recommended.


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Dear Sir,

**Sub.: TENDER FOR MODIFICATION OF LOADING LINES WITH FITTINGS AT TLF/TLD BAYS AT NABHA BP**

Please refer to Notice Inviting tender for Download period, EMD, Qualifying parameters etc.

1. Work completion target is 10 weeks from the date of issue of Techno-Commercial LOI/Work Order. (04 weeks for supply and 06 weeks for erection and commissioning (after handing over of site)).
2. Liquidated Damages: Compensation or liquidated damages shall be levied on total work order value amount at the rate of 1 % per week subject to a maximum of 10% of the order value, if the work is not completed within the stipulated period.
3. Material to be supplied along with drawings, full specifications, TPIA (EIL/PDIL/BV/LIIRS or as approved by IOCL for conformity to tender specification) certification and other necessary certificates.
4. Guarantee of all supply items for 12 months from the date on which they are put into operation. Tenderers who are willing to accept our Tender conditions stated in the enclosed ANNEXURE should only quote for this tender. **Tenders with counter conditions imposed by Tenderer will not be considered.**
5. The Tenderer shall keep the offer open for a period not less than **SIX MONTHS** from date of opening the Tender.
6. SECURITY DEPOSIT: You shall have to deposit a sum as indicated below as security deposit by Demand Draft on scheduled /nationalized bank. It will be 10% of value of the work order. Out of the total security deposit 25% shall be paid in terms of Demand Draft immediately on acceptance of contract. The balance 75% of the security deposit shall be recovered till the total

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100% of security deposit is recovered.

Alternatively BG should cover 75% amount of security deposit and BG should be submitted in the enclosed prescribed format (Annexure-A) before acceptance of contract. Guarantee Bonds executed by Nationalized/Scheduled Banks, valid for period of 12 months from the date of completion of works. These BGs should be sent directly by the Bankers under their covering letter to the office of the Corporation by Regd. Post.


7. The security deposit shall be released after one year from the date of completion of work provided no defects are observed during this period. No interest will be allowed on SD.
8. Indian Oil Corporation Ltd. reserves to reject any or all the Tenders without assigning any reason whatsoever
9. Performa for work contract is also enclosed as Annexure B.

For any other clarification / co-ordination you may please be in touch with the undersigned.  
Thanking you and assuring our best co-operation.

Yours faithfully,

For **INDIAN OIL CORPORATION LIMITED**

**(S. CHANDRABABU)**  
**DGM (PLANT)/NABHA BP**

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TO,


DGM (PLANT)  
INDIAN OIL CORPORATION LIMITED (MD),  
LPG BOTTLING PLANT,  
NABHA

**SUB: SUBMISSION OF ITEM/ERECTION RATE QUOTATION AGAINST TENDER  
NO. REF.: NBP/TLD/LT/14-15 FOR MODIFICATION OF LOADING LINES  
WITH FITTINGS AT TLF/TLD BAYS AT NABHA BP**

Dear Sir,

1. Having examined the letter inviting tender, instruction to tenders, form of works contract agreement, general conditions of contract, particular conditions of the contract, special conditions of the contract, specifications, drawings, schedule of quantities, forms for the execution of the above named works, I/We the undersigned, offer to execute, complete such work and remedy any defects during the period of construction and defect liability period, in conformity with the letter inviting tender, instruction to tenders, form of works contract agreement, general conditions of contract, particular conditions of the contract, special conditions of the contract, technical specifications, drawings, schedule of quantities, forms.
2. I/We confirm that all the documents as per checklist have been enclosed by me/us and the tender has been submitted in compliance with the provisions as stated in para (1) above.
3. I/We undertake, if our tender is accepted, to commence the work on the date of commencement after the receipt of letter/telegram of intent to commence, and to complete the whole work comprised in the contract within the time period stated in the tender for each location respectively.
4. I/We agree to abide by this tender for the period of six months from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at any time before expiration of that period.
5. Unless and until a formal agreement is prepared and executed, this tender together with your written acceptance thereof, shall constitute a binding contract between us.
6. I/We understand that you are not bound to accept the lowest or any tender you may receive.



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### 1. **STUDY OF TENDER DOCUMENTS AND VISIT TO SITE**


- a) Tenderers should study the Tender Documents carefully before quoting. **It is mandatory for the tenderer or his authorized representative to visit the site and acquaint themselves with the site conditions as well as the actual work. A certificate will be issued by plant to the visiting tenderer or his authorized representative with regard to his visit made to the plant for physically inspecting the work to be undertaken. This certificate is required to be uploaded in e-tendering portal while submission of the tender. Tender is liable to be rejected without this certificate.**
- b) The tenders are also expected to know about the actual design of TLF/TLD area to be modified. Tenderers are advised to assess type of scaffoldings/ladders/safety personal protective equipments(PPEs) and any other ancillary facilities required as mandatory to carry out the job, since these are to be provided/arranged by the Tenderer (unless specified otherwise) at his own cost to execute the works. All these factors must be taken into account.
- c) The tenderes are expected to know/understand about all the safety precautions to be taken as associated with the job.
- d) The Tenderer should understand the tender contract conditions, works specifications, drawings etc., before quoting. If there is any doubt, they should get clarification in writing, but this shall not be the justification for late submission of tender or extension of opening date.
- e) The tenderers are also expected to know about the availability of water, electricity, approach road, and testing & painting, equipment/ materials, as per our specifications and any other ancillary facilities since these are to be provided/arranged by the tenderer (unless specified otherwise) at his own cost to execute the works. All these factors must be taken into account.

### 2. **FILLING OF TENDER DOCUMENTS**

- a) The tenderer should quote his rates for all items in the tender schedule. All the rates given in the tender schedule should be expressed both in figures and words, and where there is a difference between the two, the rates given in words will be taken as authentic. Should there be any discrepancy between unit rate and amount, the unit rates will be considered as the correct one. Tender is liable to be rejected if the rate is not written both in words and figures.
- b) Tenderer must clearly understand that they will be required to strictly comply with the conditions of this contract as contained in each of its Clauses and that the plea of "custom prevailing" will not on any account be admitted as an excuse on their part for infringement of any of the conditions.

### 3. **RATES**

- a) The rates shall be inclusive of all taxes payable at any stage of work and applicable as per central and state Govt. rules and Regulations.

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b) The quoted rates shall be valid for a period of SIX MONTHS from the due / extended due date of the tender (excluding the date of the opening of the technical bid). No upward revision of rates will be accepted after opening of the tender. Once the quotation is accepted and the work order placed on the successful tenderer, the rates shall be valid till the entire work is 100% complete in all respects.

#### 4. **PERFORMANCE GUARANTEE CUM SD**

In modification to the Standard Works Contract Agreement, the successful tenderer shall have to make payment against Security Deposit at the rate of 10 % of the value of the work done.

The method of payment of security deposit by the contractor shall be as under :

- a) 25 % of the total security deposit amount should be paid by D.D. before commencement of the work. Balance security deposit shall be recoverable from running bills at the rate of 10 % of the bill amount till 100 % of the Security Deposit is recovered. No interest shall be allowed on this amount.
- b) Bank Guarantee: Guarantee Bonds executed by Nationalized/Scheduled Banks, valid for period of completion plus 12 months. 75% amount of security deposit (worked out based on work order value) should be covered by BG and such BG should be submitted before commencement of the work. **These BGs should be sent directly by the Bankers under their covering letter to the office of the Corporation by Regd. Post.**


Party can give composite bank guarantee for Security Deposit. Option of one of the above method once exercised shall not be changed at a later date. Retention period shall be 12 months from the date of completion of work.

#### 5. **PERFORMAS FOR BANK GUARANTEES**

The above guarantees for Security Deposit should be as per the format/proformas supplied by the Department concerned.

#### 6. **CLARIFICATIONS/ NEGOTIATIONS:**

Tenderer will have to attend the concerned office of the Corporation for negotiations/clarifications required by them in respect of their quotations without any commitment on the part of the Corporation.

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## 7. **ACCEPTANCE OF WORK ORDER BY TENDERER**

After communication of the Corporation's acceptance of the Contractor's tender, If the contractor fails to return the duplicate copy of the work order and Agreement duly signed in token of their acceptance within 15 days, the Earnest Money deposited may be forfeited by the Corporation, without any further reference to the contractor.

## 8. **EXECUTION OF AGREEMENT**

On acceptance of quotation, the successful tenderer will have to execute an agreement with the Corporation covering all aspects of the Contract in the standard form, immediately before commencement of work. The intending tenderer should acquaint themselves with the provisions of standard agreement before quoting.

## 9. **POWER OF ATTORNEY**

When the party signing the agreement is not the Sole Proprietor, the necessary Power of Attorney authorizing the person who is acting on behalf of the Proprietor should be produced before execution of the Agreement.


## 11. **SUBMISSION OF DECLARATION**

The Contractor shall submit the Declaration as per PART - A, B, C and D and Annexure C as applicable (attached herewith) while submitting the quotation, duly completed in all respects.

**WE CONFIRM HAVING READ AND UNDERSTOOD THE INSTRUCTIONS TO TENDERERS AND OUR QUOTATION HAS BEEN PREPARED AFTER THOROUGH STUDY OF THE SAME.**

SEAL :  
DATE :

TENDERER SIGNATURE  
NAME

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### **PARTICULAR CONDITIONS OF CONTRACT:**

#### **1. EXECUTION OF WORKS**

The Contractor, shall submit on receipt of the Work Order and before starting the work, a detailed construction programme/Bar Chart adhering to the completion time quoted in the Work Order. The programme thus submitted shall form part of the Contract and shall be binding on the Contractor. However, the Corporation reserves the right to alter the programme if necessary. No claim whatsoever of the Contractor on this account shall be entertained.

#### **2. METHOD OF WORK**

As stated in General Conditions of the Works Contract Agreement, the Contractor shall carry out works as per directions in the Works Order. The Contractor shall not undertake on his own any change in the specifications mentioned in the Tender Documents and Work Order. In case of doubt the Contractor will refer the matter in writing and the Contractor shall carry out the item of work as per clarifications given. In case of delay in getting such clarifications, the Contractor will not be entitled for any claim on account of idling of their labour, machinery, etc. In case the Contractor carries out the work as per his own specifications not acceptable to the Corporation, in such cases, the same will be required to be redone as per specifications given by the Corporation at the Contractor's risk & cost. In case of failure to redo the work by the Contractor, the Corporation reserves the right to get it done through any agency at the entire risk and cost of the Contractor.

#### **3. CORPORATION'S RIGHT**

The Corporation reserves the right to split / increase / decrease the tendered quantity of any or every item and delete any item at any stage of work at the accepted rates. The Contractor's claim for compensation or damages on account of these shall not be entertained.

#### **4. REVISIONS**


The Corporation reserves the right to revise the specifications, drawings and designs at any stage of work. Such deviations shall be adjusted at the rates already contained in Work Order or at prevailing market rates, if the rates are not available in Work Order.

#### **5. PROGRESS REPORT OF WORK**

Contractor shall submit progress report of the work fortnightly to the concerned office, who has awarded the contract.

#### **6. MAINTENANCE OF INSTRUCTION BOOK**

The Contractor at site will maintain an instruction book serially numbered having one original and two copies of each page so that our visiting officers/Plant Officer can issue instructions regarding progress and quality of work to the Contractor. The Contractor representative will sign in the instruction book in token of receipt and understanding of such instructions. The

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original copy of the instruction page shall be sent to the concerned Engineer and the issuing person will retain second copy and the third copy shall retain by the Contractor.

#### **7. CANCELLATION OF ORDER**

If the performance of the Contractor is found to be unsatisfactory, the Corporation reserves the right to cancel in part or whole of the contract and gets the work executed through alternate means at the entire risk and cost of the Contractor on whom the order was first placed. In such cases, the Contractor should make good all losses that the Corporation may suffer due to this.

#### **8. ABANDONMENT OF WORK**

In case Contractor abandons the work in spite of our notice, the Corporation shall issue the final notice to the Contractor to remain present at site for taking final measurements and in case the Contractor does not report at the site on due date and time as per the notice, the Corporation's representative will take unilateral measurements of abandoned work which will be binding on the Contractor and the balance work will be carried out by any agency appointed by the Corporation, at the entire risk and cost of the Contractor.

#### **9. WORKS IN OPERATING LPG PLANTS**


The work is required to be carried out in working LPG Bottling Plant, under such circumstances, the progress of work is likely to be interrupted on account of the operations of the LPG Bottling Plant. The work may at certain times have to be stopped on the instructions of our representative. Under such circumstances, the Contractor should co-operate with our representative to avoid hindrance to the operations of the LPG Bottling Plant. The working hours etc., shall be adjusted as per the directions of the Corporations representative, from time to time. The Contractor shall strictly follow rules and regulations of the LPG Bottling Plant. The Stoppage of work due to any reasons mentioned above shall not entitle the Contractor for any claim of compensation whatsoever for idling of his labour / machinery, etc., during such interruptions.

#### **10. WORKS BY OTHER CONTRACTORS**

Along with the works covered under this tender, fabrication / erection works, civil works, sanitation work, electrification works, pipeline works etc. may be carried out simultaneously by other Contractors. The Contractor should extend full cooperation to the other Contractors and the works should be carried out in such a way as not to affect the progress of other works. The respective contractor at his own cost shall rectify any damage caused to their works.

#### **11. DAMAGE TO EXISTING FACILITIES**

Any damage caused to the existing facilities while carrying out the work shall be made good by the Contractor to our entire satisfaction at his own risk and cost. During execution of the work if it is found necessary to dismantle a portion of existing boundary wall/enclosure wall, fencing, gate etc to facilitate movement of materials and equipment the same shall be made good at contractors own cost after completion of work.

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## **12. OBSERVATION OF RULES**

In case the contract work is to be done within LPG Bottling Plant, the Contractor shall have to observe all local rules for Safety/ security Gate Passes, etc., as advised by the Location-in-Charge/ Plant Officer.

## **13. STATUTORY RULES & REGULATIONS**

The Contractor will abide by the Rules, Regulations, Bye- laws and Statutes, etc., imposed by the Government/Semi- Government and other local authorities for execution of this job.

## **14. EMPLOYMENT OF APPRENTICES**

The Contractor shall during the currency of the contract when called upon by the Engineer-in-Charge, engage and also ensure engagement by Sub-contractors and other employed by the Contractor in connection with the works, such number of Apprentices in the categories mentioned in the act and for such period as may be required by the Engineer-in-Charge. The Contractor shall train them as required under the Apprentices Act 1961 and the rules made there under and shall be responsible for all obligations of the employer under the said act including the liability to make payment to Apprentices, as required under the said act.

## **15. OMISSIONS/ DEVIATIONS**

Any omissions/deviations noticed in the items without the prior approval of the Corporation shall result in rejection of the Contractors claim for payment for these items.

## **16. SECURITY OF CONTRACTOR'S MATERIALS**

Corporation shall not be responsible for the security of Contractor's materials / equipments.

## **17. STORAGE SPACE/ SITE OFFICE**


No covered space shall be released for storage/stocking of Contractors material. The Contractor shall make his own arrangement for the same.

In case the contractor is permitted to make temporary Site Office and Stores within the work place area, the Site Office and Store should be of reasonably good construction using non-combustible materials. The Site Office and Store will have to be dismantled within 15 days of completion of work. If the dismantling and removal of malba is not carried out within this period, Corporation may demolish the same at Contractor's risk and cost and charge ground rental at the rate of Rs. 1500/- per month.

## **18. MATERIALS / EQUIPMENT:** Our site representative must approve all the materials required for execution of work before they are brought to site and also before being actually put to use. All facilities for prior inspection of materials and subsequent inspection of work by our Plant Officer must be made available.

## **19. MATERIAL WITHOUT APPROVAL**

Any material brought without prior written approval, shall be entirely at the risk and cost of the contractor.

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## **20. MATERIALS TO BE SUPPLIED BY THE CONTRACTOR**

It shall be Contractor's responsibility for procurement of all materials / equipments, cement, steel as per relevant BIS codes/ Specifications, consumable, testing appliances, tools and tackles etc., necessary for completing work his own cost. The Corporation will not entertain delay due to non-availability of any required material/ equipments.

- Grey Portland cement/white cement if required for civil works shall be consumed as per specifications.
- Contractor will bring the material only from authorized and reputed sources at his own cost.
- Corporation can ask the Contractor to produce voucher/cash memo for any material brought at site in case of any doubt about the source of purchase.
- It will be liability of the contractor for any legal/ court case for non-payment of dues by him to the supplier.

## **21. SAFETY/ SECURITY OF MATERIALS**

The responsibility of safety and security of materials and equipments brought or installed by the Contractors (till they are handed over to us) will remain with the Contractor and any claim of whatsoever nature due to any loss or otherwise will not be entertained. The Contractor will have to hand over completed job in its entirety as per Work Order. All safety precautions as per IS: 3016 (Code of practice for Fires Precautions in Welding & Cutting Operations-First Revision) are to be followed.

## **22. ELECTRICITY**

The Corporation shall arrange power. However the Contractor shall have to make all arrangements (including required material) to tap up temporary Electric connection and to install tested Electric Meter with suitable cutout switches/fuse box, earthing, cabling etc., as per Electric Rules and as per the instructions of Plant Officer.

## **23. WATER**

The Corporation shall arrange water. However the Contractor shall have to make all arrangements (including materials) to tap up temporary connection and to install tested water meter etc., as per the instructions of Plant Officer.

## **24. DRAWINGS**


Drawings accompanying the tender documents are indicative of the Scope of Work and issued for tendering purpose only. Detailed Construction Drawings on the basis of which actual execution of work to be preceded will be furnished to the Contractor progressively based on programme evolved after award of work.

## **25. DISPOSAL OF SURPLUS MATERIAL/ SLUDGE**

Contractor shall dispose of all surplus excavated materials/earth available sludge or any other item involving excavation in the following manner and as per instructions of Plant Officer:

- Uniformly spreading the excavated materials/earth within the premises, wherever required and rolling with light hand roller.



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- b) Dispose of the surplus excavated earth from the premises to outside the Municipal limits or as permitted by the local authorities irrespective of load and mode of transportation involved.
- c) Written instructions should be obtained from Plant Officer about disposal of excavated material/earth before commencement of excavation. If the Contractor fails to do so and dump the earth adjacent to the excavation site, no extra cost shall be payable for re-handling of the same. If the earth is disposed of outside our site, the Contractor shall be responsible to obtain permission from the concerned authority, if any.
- d) Contractor shall clear the site by removing sludge, debris, plants, roots, etc., as per the instructions of the Plant Officers.

## **26. CERTIFICATION FOR WORKS**

It will be the responsibility of the Contractor to get the works approved and obtain certificate for all plumbing and electrical works from the local Municipal/other Government / required authorities wherever required. Certified skilled welder is only permitted to carryout proposed modifications

## **27. MEASUREMENTS**

All works shall be measured as per procedure laid down in the tender / relevant BIS Standards (latest edition), and final payment will be as per measured quantities and not as per Work Order quantities.

## **28. SUBMISSION OF BILLS**

The bills will be submitted in measurement / bill Performa only.


## **29. PAYMENT**

- a) Corporation can make on account payment to contractor during the progress of work. The value of the bill shall be not less than Rs. ONE Lacs.
- b) The M.C./Bill will be prepared by our Plant Officer and will be signed by the partners of the firms alongwith rubber stamps.
- c) The M.C./Bill received from Plant Officer will be processed for payment at Plant / PSO and the payment will be sent after making deductions on account of I.T, S.D, advance taken or cost of material supplied by IOCL.
- d) Payment shall be made based on actual measurement's of the work executed and not as per the tender quantity. The tender quantities may increase or decrease.

## **30. DEDUCTIONS**

- a) Miscellaneous –
  - i) Cost of material (if any) supplied by the Corporation.
  - ii) Water and power consumption charges as applicable to the Corporation shall be recovered from Contractor's Bills.
  - iii) Recovery on account of any damage to material / equipment /workmen of the company.
- b) Any other taxes will be deducted as per rules / guidelines.



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### **31. LIQUIDATED DAMAGES**

If the Contractor does not complete the work within the prescribed time limit given in the Work Order, the Corporation may give from time to time such extension of time limit without prejudice to the Corporation's right to recover liquidated damages as per the terms and conditions given in the special conditions of contract/agreement.

### **32. COMPLETION OF CONTRACT**

Acceptance of facility/facilities by the Corporation does not constitute final completion of the contract. The contract shall be deemed to be executed in full and final measurement certified only when the Contractor has fully discharged all his obligations in terms of all the contract documents.

### **33. TIME SCHEDULE**

- As-per conditions of the tender for the entire work.
- Extension of time will be considered if site is not handed over by the Corporation in time.
- Contractor is required to report at site for commencement of work within 10 days from the date of work order/ Letter of Intent/ Telegram of Intent, whichever is earlier.
- In case there is a delay in handing over the site by the Corporation, then date of handing over the site shall be taken as Commencement date.


### **34. COMPENSATION FOR DELAY**

Compensation or liquidated damages shall be levied on total work order value amount at the rate of 1.0 percent per week, subject to maximum of 10% of the order value, beyond the stipulated date of completion.

We confirm that our quotation has been prepared after thorough study of Tender Documents, Site Conditions, Specifications, Drawings, Works Contract, General Terms and Conditions of Contract Agreement, Special Terms and Conditions etc., and agree to all the conditions in toto.


**"WE CONFIRM THAT OUR QUOTATION HAS BEEN PREPARED AFTER THOROUGH STUDY OF TENDER DOCUMENTS, SITE CONDITIONS, SPECIFICATIONS, DRAWINGS, WORKS CONTRACT, GENERAL TERMS AND CONDITIONS OF CONTRACT AGREEMENT, SPECIAL TERMS AND CONDITIONS ETC., AND AGREE TO ALL THE CONDITIONS IN TOTO. "**

VENDOR'S SIGNATURE : \_\_\_\_\_ DATE : \_\_\_\_\_ SEAL :

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### **SPECIAL TERMS AND CONDITIONS OF THE CONTRACT**

1. The quoted rates will be valid for a period of six month from the date of opening of tender. No escalation of rates for any of the job items given in the Rate Schedule is allowed till completion of the contract period.
2. The rates quoted in the tender shall be inclusive of all taxes and duties including work contract tax, turn over tax etc. No amount shall be payable on this account after the work order is placed.
3. Nabha BP will make payments on receipt of the bills and after satisfactory completion and certification of the job by the Plant.
4. No minimum quantity of each category of work is guaranteed.
5. After placement of order the contractor shall not be permitted to sub-contract or assign any part of our order without prior written consent from the Corporation.
6. The Corporation will periodically review the performance. In case the contractor after receipt of order fails to carry out the work order job as stipulated in the contract, the Corporation reserves the right to foreclose the contract and get the work done from alternate sources at the defaulting contractors risk and responsibility.

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## **SCOPE OF WORK**

### **SUPPLY:**

- Supply of all tendered items at site within the scheduled period for supply.
- Joint verification of supplied items along with IOCL authorized officer.
- Submission of Operation and maintenance manual for all fittings i.e Ball valve, flow glass indicator, Non-return Valves, drawings, full specifications, Third Party Inspection certification. Supply of materials required for the work should be duly tested and certified by third party inspection agency like EIL/PDIL/BVIS or as approved by IOCL for conformity to tender specification.

### **ERECTION AND COMMISSIONING:**

- Erection of supplied items ( Ball valve, flow glass indicator, NRV, flanges, studs, pipe etc) to hook up with existing LPG pipeline in all respects at seven TLD/TLF bays and fixing one NRV in eighth TLD/TLF bay. (Total number of bays are 8 )
- Since hook up is to be done with running / operational LPG pipeline and hence degassing is to be done by vendor in presence of Engineer in charge from IOCL.
- Execution of work after issuance of work permits as per the nature of job (cold/hot/electrical/working at height) on daily basis.
- Strict adherence to safety and security norms of plant. Wearing of safety shoes, helmets, safety harness belts, safety gloves etc by contractor's workmen is mandatory during execution of work and these safety protective equipments are to be provided by the contractor to his workmen.
- All types of required accessories required to complete the job beyond the material mentioned in price bid are to be provided by the party to complete whole job as per requirement at site.

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- 100% DPT and Radiography is to be carried out for each welded joint for pipeline, flanges etc. The welder carrying out the welding jobs should be certified welder by authorized/competent agency.
- After completion of hook up and installation of all fittings, hydro test of the all weld joints (including all fittings) to be carried out at specified pressure. Hydro test and radiography to be witnessed by TPIA like EIL/PDIL/BVIS or as approved by IOCL for conformity to tender specification. Purging of commissioned LPG pipeline with the help of IOCL officials/ Engineer in charge.
- Painting with one coat of primer and two coat of enamel paint of the whole product pipeline(new as well as existing line) in the TLD/TLF.
- Carrying out work at site as per instruction of Engineer-in-charge.
- Submission of as built drawing.
- Testing, commissioning and handing over the system.


### ***COMMERCIAL TERMS AND CONDITIONS***

**PAYMENT TERMS : (Supply Part):**

- a) 90% of material bill on receipt of material in good condition at site
- b) Balance payment with final bill on completion.

**(Erection & Commissioning):**

- a) Full payment after Commissioning.

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**Annexure-A**

**INDIAN OIL CORPORATION LIMITED**  
(MARKETING DIVISION)


**PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT**  
(TO BE EXECUTED ON STAMP PAPER OF RS.100/-)

**BANK GUARANTEE FOR SECURITY DEPOSIT.**

1. In consideration of the Indian Oil Corporation Ltd., having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Bombay-400 051 (hereinafter called the Corporation) having agreed to exempt -----  
(hereinafter called the said Supplier(s) from the demand under the terms and conditions of Work order No. LPG/ENGG/----- dt. ----- made between the Corporation and -----(hereinafter called "the said Work order") of Security Deposit for the due fulfillment by "the said Suppliers" of the terms and conditions contained in the said Work order, on production of a Bank Guarantee of Rs.------(Rs.-----  
-----only)

We,-----hereinafter referred to as "The Bank" at the request of -----(Supplier(s) do hereby undertake to pay to the Corporation an amount not exceeding Rs.------(Rs.-----only) against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said Supplier(s) of any of the terms or conditions contained in the said Work order.

2. We, ----- indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said supplier(s) of any of the terms or conditions contained in the said Work order or by reason of the Supplier(s) failure to perform the said Work order. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs-----
3. We undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the Supplier(s) in any suit or proceedings pending before any Court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Supplier(s) shall have no claim against us for making much payment.

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


Dated the -----day of -----200

For -----  
(indicate the name of Bank)

VENDOR'S SIGNATURE

DATE:

SEAL:

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**Annuxure-B**  
**PROFORMA FOR WORKS CONTRACT**

**Sub:** \_\_\_\_\_

**Agreement No.** \_\_\_\_\_

**Work order No.** \_\_\_\_\_

ARTICLES OF AGREEMENT made at \_\_\_\_\_ this \_\_\_\_\_ day of 20 . Between INDIAN OIL CORPORATION LIMITED a company incorporated under the Companies Act 1 of 1956 and having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), MUMBAI- 400 051, (hereinafter called "the Corporation"(which expression shall include its successors and assigns in law) of the part & M/s

A Partnership Firm registered under the Indian Partnership Act I of 1932/a Public/Private Limited Company registered under the Companies Act I of 1956 and having their Registered Office at


Hereinafter called "the Contractors" (which expression shall mean and include, if the context so admits, the partners or partner for the time being of the Firm and their or his respective heirs, executors and administrators/its successors and assigns in law) of the other part:

WHEREAS the Corporation is desirous of having executed certain work specified in the Work Order No..... dated ..... issued by the Corporation on the Contractors and has caused drawings, specifications and bills of quantity showing and describing the work to be done prepared and the same have been signed by or on behalf of the parties hereto AND WHEREAS the Contractors have agreed with the Corporation to execute and perform the said work specified in the said Work Order upon certain terms and conditions hereinafter provided and also contained in the General Conditions of Contract attached hereto AND WHEREAS the parties are desirous of reducing to writing the said terms and conditions on which the Contractors have agreed with the Corporation for the execution and performance of the said work:

NOW IT IS HEREBY AGREED by and between the parties hereto as follows:

**1. WORKS**

For the consideration hereinafter mentioned and also specified in the Work Order No..... dated ..... the contractors will upon and subject to the General Conditions of contract annexed hereto duly perform, execute and complete the said work as per description, quantity and rates specified in the said Work Order and in accordance in all respects with the specifications, designs, bills of quantities and instructions in writing referred to in the said Work Order as may be amended by the Corporation in manner permissible hereunder.

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## 1. SECURITY DEPOSITS

The Contractors shall on or before the execution of this Agreement deposit with the Corporation a sum of Rs. .... in cash or in Government Securities approved by the Corporation and duly endorsed to the Corporation and in addition permit the Corporation to deduct, and withhold out of the provisional payment which may be made by the Corporation to the Contractors as per Clause 10 (ten) hereof a sum not exceeding 10 (ten) percent thereof until the total amount of the initial deposit and such deductions reach Rs..... The Corporation shall not be liable to pay any interest to the Contractors on the amount of such security deposit and shall hold this amount as a guarantee for timely and proper performance of the work by the Contractors. The said amount shall be liable for forfeiture, in favour of the Corporation in the event of any breach or neglect or default by the contractors in addition to all other rights and remedies, which are available to the Corporation under the said General Conditions of Contract.

## 2. APPLICATION OF SECURITY DEPOSIT TOWARDS CORPORATINO'S DUES


All sums by way of damages, compensation or otherwise howsoever and all other sums of money payable by the Contractors to the Corporation under the terms of this Agreement, or the said work Order or any other agreement contract, or work order between the same parties in relation to any other work or arrangement may be deducted from the cash amount of the security deposit or be paid and realised by sale of a sufficient part of the security deposit lying with the Corporation under this Agreement or from any sums which may be due or may become payable by the Corporation to the Contractors on any account whatsoever (whether under the said Work Order or any another Work Order or Arrangement) and in the event of the Contractors security deposit being reduced by reason of any such deduction or sale as aforesaid, the Contractors shall within 15 days thereafter make good in cash or Government securities approved by the Corporation and endorsed as aforesaid any sum or sums which may have been deducted from or raised by the sale of, cash or security deposit or any part thereof. Subject to the other provision of this Agreement and the General Conditions of Contract relating to the right of the Corporation to retain and deduct any amount that may be due to the Corporation in any account whatsoever the security deposit made by the Contractors shall be refunded after the expiry of twelve months from the date of completion of the entire works in all respects. This date will be the same as indicated in the final, measurement certificate.

## 3. PAYMENT FOR WORK

The Corporation will pay to the Contractors in respect of the said work mentioned in the said Work Order a lump Payment on the basis of the rates specified therein at the tunes and in the manner specified in the said work order and/or in the General Conditions of Contract.

## 4. MANNER AND PERIOD OF WORK




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The Contractors agree and undertake to duly perform and execute and complete the said work set forth in the Work Order No ..... dated the ..... and the subsequent amendments, if any, issued from time to time thereto in the manner authorized by and under the General Conditions of Contract. The said work shall through out the stipulated period of the Contract be proceeded with all due diligence, promptness, care and accuracy and in a workman-like manner to the satisfaction of the Corporation and would be completed in accordance with the said specifications, designs, drawings, bills of quantities and instructions on or before the due date mentioned in the said Work Order, time being the essence of the Contract on the part of the Contractors. Acquiescence or 'No objection of the Corporation to the completion of any portion of the work beyond the stipulated due date shall be without prejudice to the rights of the Corporation to enforce its rights and remedies available under this Agreement and the General Conditions of Contract regarding forfeiture, damages penalty or otherwise and shall not constitute a waiver of the Corporation's rights in that behalf.

## 5. COMPENSATION FOR DELAY OF UNFINISHED WORK

(a) Without prejudice to the rights and remedies of the Corporation against the Contractors under any of the provisions of this Agreement and the General Conditions of the Contract or the said Works Order or otherwise in law, if the Contractors commit any default or breach of the terms and conditions of this Agreement and/or the General Conditions of the Contract and/or the said Works Order or fail in the due performance thereof within the time fixed by the contract (which is of the essence of the contract) and do not complete the entire work on the stipulated due date, the Corporation shall be entitled to recover from the Contractors and the Contractors hereby agree to be bound to pay to the Corporation as and by way of compensation or liquidated damages an amount calculated at the rate of 1% every week or part thereof of the delay beyond the stipulated date on account of any item which is not completed or finished and delivered completely to the Corporation on the stipulated date as mentioned in the Contract/Works Order, subject to a maximum of 10% of the "total contract value" and both the parties hereby confirm, record and declare that the amount of compensation or liquidated damages fixed as above represent the genuine, fair and reasonable pre - estimate thereof considering all the facts and circumstances as the loss and damages that would be likely suffered by the Corporation on account thereof. It is further hereby agreed and confirmed that the sum payable by the Contractors under this provision shall be considered as reasonable compensation irrespective of whether actual loss or damage has or has not been sustained and the Corporation would not be required to render any proof in support thereof. It is further specifically declared that any extension of time granted by the Corporation under Clause 5 of the General Conditions of the Contract or otherwise shall not amount to abandonment, waiver or stopper against the Corporation of its claim for compensation or liquidated damages under this provision and the acceptance of delivery of any item of work by the Corporation will not be deemed to constitute any waiver of the Corporation's right nor shall it constitute any final completion of the Contract and the Contract shall be deemed to be executed completely only when full and final measurements duly certified by the Corporation have been made and till then the Contractors shall not be deemed to be discharged or absolved from all their obligations in terms of the contract including specifically the provision relating to the payment of reasonable compensation and damages as aforesaid. It is specifically agreed & declared that in the event of the

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Contractors not completing the work even after the stipulated date, the aforesaid provision shall not be deemed to prevent or stop the Corporation from exercising any other rights or remedies available to the Corporation against the Contractors including the completion of the work departmentally or through any other contractor or agency or otherwise howsoever at the risk and account of Contractors and the Corporation shall be entitled to recover and the Contractors shall be bound to pay all such losses and damages which the Corporation may suffer on account thereof. This is also without prejudice to all the rights and remedies available to the Corporation under Clause 30 of the General Conditions of the Contract.

(b) "Total Contract Value" referred to in Clause 6 (a) above shall mean the total dues of the Contractor under the Contract arrived at on a final reckoning and settlement thereof.

## 6. SUPERVISION OF WORK


The Contractors shall keep constantly at the work site a competent Foreman or such other competent person as may be required to set the work and any direction or explanation given by the Corporation's authorized representative to such person in writing, shall be held to have been given to the Contractors.

## 7. INSPECTION OF WORK

A site engineer would supervise the work constantly and/or inspection will be made periodically during the progress of the work by the representative/representatives of the & Corporation authorized by GM(PROJ)/GM(ENGG)/STATE ENGG HEAD and all materials and workmanship must be of acceptable quality and efficiency to the said representatives. The decision of GM(PROJ)/GM (ENGG)/STATE ENGG HEAD in this respect will however be final and binding on the Contractors. If the progress of any particular portion of the work is unsatisfactory the Corporation shall notwithstanding the fact that the general progress of the work is satisfactory, be entitled to take action under clause 31 of the Corporation's general conditions of contract after giving the contractors 15 days notice in writing and the contractors will have no claim for compensation for any loss sustained by them owing to such action. All works under or in execution or executed in pursuance of this contract shall at all times be open to the inspection and supervision of the Corporation and their authorised representatives and agent. A site order book will be maintained by the Corporation's site engineer at site and all instructions regarding defective works, deviations etc. will, if necessary, be recorded in such site order book and the contractors' authorised site representative must sign in the site order book at the appropriate place provided for such purpose in token of noting such instructions.

## 8. CONTRACTORS NOT TO HAVE LEIN OR INTEREST IN THE SITE

- (a) It is specifically and distinctly understood and agreed to between the Corporation and the Contractors that the Contractors shall have no right, title or interest in the site made available by the Corporation for execution of the works or in the building structures or works executed on the said site by the Contractors or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the Contractors) and the Contractors shall not have or deemed to have any lien

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whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and the Corporation shall have in absolute and unfettered right to take full possession of the site and to remove the Contractors their servants, agents and materials belonging to the Contractors and lying on the site.

(b) The Contractors shall be allowed to enter upon the site for execution of the works only as a licence simpliciter and shall not have any claim, right, title or interest in the site or the structure erected thereon and the Corporation shall be entitled to terminate such licence at any time without assigning any reason.


(c) The materials including sand, gravel stone, loose earth, rock treasures or minerals etc. dug up or excavated from the said site shall exclusively belong to the Corporation and the Contractors shall have no right or claim over the same and such excavations and materials should be disposed of on account of the Corporation according to the instructions in writing issued from time to time by the GM(PROJ)/GM (ENGG)/STATE ENGG HEAD or his authorised representative on his behalf.

## 9. MEASUREMENT OF WORK

As soon as the item of work is completed, notice thereof should be given forth with by the Contractors to the Corporation. A representative of Corporation will then measure the work completed and record the measurement in Measurement Certificates prescribed by the Corporation which record in the Measurement Certificate alone except in the case of fraud or negligence or dereliction of duties, constitute the basis for payment of such works by the Corporation to the Contractor. The Contractor shall sign each and every Measurement Certificate in token of acceptance thereof at a space provided for this purpose in the Measurement Certificate. Any measurements of the item of work under this provision shall not disentitle the Corporation to re-measure the said item of work and/or take final measurement when the entire works are completed and such part measurement shall not constitute the admission of any liability of the Corporation to make payment for the amount representing the same.

## 10. PROVISIONAL PAYMENT

No payment shall be made for any works till after the whole of the works shall have been completed and a certificate of completion is given. The Corporation may however at their option pay to the contractors a provisional amount proportionate to the part of the work then approved and passed by the Corporation less 10% of the said amount and the certificate of such approval and passing of the sums so payable shall be final and conclusive against the Contractors. All such intermediate payments shall be regarded as payments by way of advance against the final payments only and not as payments for work actually done and completed and shall not preclude the Corporation from requiring any bad, unsound, imperfect or unskilled work to be removed and taken away and reconstructed or re-erected; nor shall any payment be considered as an admission of due performance of the contract or any part thereof or the accrual of any claim against the Corporation nor shall it conclude, determine or affect in any way the rights of the Corporation under this Agreement or the general conditions of contract as to (he final settlement and adjustment of the account or to recover any overpayment or excess

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charges or in any other way vary or affect the rights or remedies of the Corporation.

## 11. FINAL PAYMENT

The Final Measurement Certificate/Bill shall be prepared by the representative of the Corporation and Contractors within one month from the date of completion of the work subject to the claim of the Corporation against the Contractors for compensation of liquidated damages or otherwise as provided in the said Works Order, this Agreement and the general conditions of contract Measurement Certificates prepared by the site Engineer or by a person authorized by Dy General Manager (Plant) or his representative on his behalf approves such Measurement Certificates and the total amount payable by the Corporation shall be final and binding on the Contractors and the payment and receipt of the Contractors shall absolutely discharge the Corporation from all claims of the Contractors there shall be any dispute for the item or items of work then the Corporation shall be entitled to withhold the entire balance payment and the Contractors shall submit a list of the disputed items before the final Measurement Certificate is prepared and signed by the Contractors, and if he fails to do so his claims shall be deemed to have been fully waived and absolutely extinguished in respect of such disputed items.

## 12. SUBMISSION OF BILL


The Measurement Certificate/Bill shall be prepared jointly by the representative of the Corporation and Contractors in the printed form prescribed by the Corporation as per specimen given in the Annexure to the Corporation's General Conditions of Contract.

## 13. LIABILITY FOR PAYMENT OF TAXES, DUTIES

The Contractors shall be bound and liable to pay all local taxes, cess, excise and customs duties, sales (ax, income-tax or any other cess, tax, fee or payment to any State or Central Government or any other public authority or authorities. Under no circumstances shall the Corporation be liable to pay any such taxes, cess, duties etc. on the work order or any part or component thereof or any materials or stores bought by the Contractors or supplied by the Corporation or otherwise howsoever to the end and intent that all such liabilities shall be borne and discharged solely by the Contractors who shall keep indemnified the Corporation against the same.

## 14. CONTRACTORS NOT TO BE RELATED TO CORPORATION'S OFFICIALS.

The Contractors shall not be permitted to tender for work in the corporation in which any of their near relatives is an officer responsible for award and execution of the contract. They shall also intimate the names of persons, who are working with them in any capacity or are subsequently employed by them and who are near relatives of any officer of the Corporation or in the State or Central Government. Any violation of this condition which comes to the notice of the Corporation, after the contract is awarded will entitle the Corporation to treat the Contractors as having committed a breach of the contract within the meaning of Clause 31 of the General Conditions of the Contract and to exercise all the rights and remedies available to the Corporation on account thereof.

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No Officer of the Corporation is allowed to work as Contractors for a period of two years of his retirement from the Corporation's service without the previous permission of the Corporation. This contract is liable to be cancelled if either the Contractors or any of their employees is found to be such a person who had not obtained the permission of the Corporation as aforesaid before submission of the tender or engagement in the Contractors' service, as the case may be.

## 16 SETTLEMENT OF DISPUTES AND SCOPE OF ARBITRATION

All disputes or differences of any kind whatever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractors to the Corporation and the Corporation shall within reasonable time after their presentation make and notify decisions thereon in writing. The decisions, directions and certificates with respect to any matters, decision of which is specially provided for by these conditions given and made by the Corporation, which matters, are referred to hereinafter as Excepted Matters, shall be final and binding upon the Contractors and shall not be set aside or attempted to be set aside on account of any informality, omission, delay or error in proceeding in or about the same or on any other ground or for any other reason and shall be without appeal.


If the Contractors be dissatisfied with the decision of the Corporation on any matter in question, dispute or difference on any account or as to the withholding by the Corporation of any certificate to which the Contractors may claim to be entitled, or if the Corporation fails to make a decision within a reasonable time then and in any such case, but except in any of the Excepted Matters referred to in the above para of these conditions, the Contractors may within reasonable time but not exceeding 30 days of the receipt of communication of such decision take steps to refer the matter in question, dispute or difference to arbitration under clause 18 as hereinafter provided.

The work under the contract shall unless otherwise directed by the Arbitrator, be continued by the Contractors during the arbitration proceedings, and subject to other rights and remedies of the Corporation as provided in this contract and the claims of the Corporation, if any, against the Contractors, no payment which has become due and payable by the Corporation to the Contractors, shall be withheld on account of such proceedings.

## 18 PROCEDURE FOR ARBITRATION

Except in respect of "Excepted Matters" referred to in clause 18 hereof, all questions, issues, disputes and differences between the Corporation and the Contractors (whether relating to the Contractors' claim against the Corporation or vice versa relating to any clause or provision of this contract including those relating to General Conditions and special conditions as provided in work order) or any interpretation thereof or the right or liability of any party or as to any act or omission etc. of either party whether arising during the course of the work or after the completion or abandonment thereof, its termination, expiry or otherwise howsoever relating to the said work order and this contract, shall be referred by any aggrieved party to the contract which term will include



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the Corporation to the sole arbitration of the Director (Marketing) of the Corporation. If such Director (Marketing) is unable or unwilling to act as the sole arbitrator, the matter shall be referred to the sole arbitration of some other officer designated by such Director (Marketing) in his place, who is willing to act as such sole arbitrator. It is known to the parties herein that the arbitrator appointed hereunder is an employee of the Corporation and he is a shareholder of the Corporation. The arbitrator to whom the matter is originally referred, whether the Director (Marketing) the employee or officer or Government servant on deputation, as the case may be. on his being transferred or vacating his office or being unable to act. for any reason, the Director (Marketing) shall designate any other person to act as arbitrator in accordance with the terms of the contract and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also the term of this contract that no person other than the Director (Marketing) or the person designated by the Director (Marketing) as aforesaid should act as arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

The award shall be made in writing and published by the Arbitrator within six months after entering upon the reference or within such extended time not exceeding further four months as the sole arbitrator shall by writing under his own hands appoint.

The arbitrator shall have power to order and direct either of the parties to abide by observe and perform all such directions as the arbitrator may think fit having regard to the matter in difference i.e. difference i.e. dispute before him.


The arbitrator shall have all Summary powers and may take such evidence, oral and/or documentary, as the arbitrator in his absolute discretion thinks fit and shall be entitled to exercise all powers under the Arbitration and Conciliation act. 1996 including admission of any affidavit as evidence or the matter in difference i.e. dispute before him.

The arbitrator shall be at liberty to appoint, if necessary any accountant or engineering or other technical person to assist him, and to act by the opinion so taken.

The arbitrator shall have power to make one or more awards whether interim or otherwise in respect of the dispute and difference and in particular will be entitled to make separate awards in respect of claims or cross claims of the parties.

The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both parties to deposit funds in such proportion to meet the arbitrators expenses whenever called of the parties.

The parties hereby agree that the courts in the city of CHANDIGARH alone shall have jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement and any award or awards made by the sole arbitrator hereunder shall e filed in the concerned courts in the city of CHANDIGARH only.

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19. This agreement is subject to the Corporation's General Conditions of Contract and also to the special conditions if any stipulated in the Corporation's Work Order No..... dated..... a copy of which shall be deemed to be duly incorporated and formed part of this Agreement.


Signed this the ..... day of .....2014 at .....

(Signature of Contractor)

Signature of (Corporation)

*WITNESS*

*WITNESS*

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**DETAILS OF RELATIONSHIP WITH IOC'S DIRECTOR ETC.**


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

1. Name of Vendor
  2. Office Address Residence Address
  3. State whether Vendor is related to any Director/(s) of the Indian Oil Corporation Ltd. Yes / No\*
  4. If 'Yes' to 3, state the name of IOC's Director and Vendor's relationship with Him/her.
- \* Strike out whichever is not applicable.

**PLACE:**

**DATE:**



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## **PART – B**

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

1. Name of the Partnership firm responding to the tender

2. Address

3. Name of Partners

4. State whether any of the partners is a Director to the Indian Oil Corporation Ltd.

Yes/No\*

5. If 'Yes' to 4 state the name(s) of IOC's Directors

6. State whether any of the partners is related to any of the Director(s) of the Indian Oil Corporation Ltd.


Yes/No\*

7. If 'Yes' to 6, state the name(s) of IOC's Director and the concerned partner's Relationship with him/her.

\* Strike out whichever is not applicable.

**PLACE:**

**DATE:**

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### **PART C**

#### **(APPLICABLE WHERE THE TENDERER IS A PUBLIC / PRIVATE LTD. CO.)**

1. Name of the Company responding to the Tender

2. Address of :

a) Registered Office:

b) Principal Office:

3. State whether the Company is a Pvt. Ltd. Co.  
or Public Ltd. Co.

4. Names of Directors of the Company

5. State whether any of the Directors of the  
Tenderers Company is a Director of Indian Oil  
Corporation Ltd.

Yes/No\*

6. If 'Yes' to (5) state the name(s) of IOC's  
Directors.


7. State whether any of the Director of the  
Tenderer Company is related to any of the  
Director's of the Indian Oil Corporation Ltd.

8. If 'Yes' to (7) state the name(s) of IOC's  
Director and the concerned Director's (of  
the Tenderer Co.) relationship with him / her.

\* Strike out whichever is not applicable.

**PLACE :**

**DATE :**

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**DECLARATION 'D'**

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


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

**DATE:**

**PLACE:**

**N.B.**

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

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### **ANNEXURE – C**

#### **DECLARATION OF BLACK LISTING / HOLIDAY LISTING**

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

I hereby declare that neither I in the 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 in any partnership firm in which I am involved as a Managing Partner **nor any company in which I am a promoter or a director or having controlling stake with minimum 26% share holding** have been placed on black list or holiday list declared by Indian Oil Corporation Ltd. or its Administrative Ministry, except as indicated below:

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

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

We hereby declare that neither we, M/s. \_\_\_\_\_ Submitting the accompanying Bid / Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor or managing partner of any firm or concern or as promoter or director or having controlling stake with minimum 26% share holding of any company have or has been placed on blacklist or holiday list declared by Indian Oil Corporation Ltd. or its Administrative Ministry, except as indicated below :


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

**In the case of Company:**

We hereby declare that we have not been placed on any holiday list or black list declared by Indian Oil Corporation Ltd or its Administrative Ministry, except as indicated below :  
(Here give particulars of black listing or holiday listing and in the absence thereof state "NIL")  
It is understood that if this declaration is found to be false in any particular, Indian Oil Corporation Ltd. or its Administrative Ministry, shall have the right to reject my / our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place : Signature of Bidder \_\_\_\_\_

Date : Name of Signatory \_\_\_\_\_

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