



# IndianOil

INDIAN OIL CORPORATION LIMITED  
(REFINERIES DIVISION)  
NEW DELHI

REFINERY HEAD QUARTERS (MATERIALS & CONTRACTS DEPARTMENT)

## NOTICE INVITING TENDER

TENDER NO. : RHQMM18089

FOR

SUPPLY, INSTALLATION, TESTING & CONFIGURATION OF LAN SWITCHES, WI-FI SOLUTION AND OTHER  
ACCESSORIES FOR COIS, GURUGRAM

### INVITED BY:

INDIAN OIL CORPORATION LIMITED (REFINERIES DIVISION)  
MATERIALS & CONTRACT DEPARTMENT,  
SCOPE COMPLEX, CORE-2, 5<sup>TH</sup> FLOOR  
7, INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI - 110003  
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**NOTICE INVITING TENDER (NATIONAL): OPEN E-TENDER**

INDIAN OIL CORPORATION LIMITED, A COMPANY INCORPORATED IN INDIA INVITES E-TENDER UNDER **TWO BID** (PART-I: TECHNO COMMERCIAL BID AND PART-II: PRICE BID) FOR THE JOB DEFINED IN THIS TENDER COVERING FOLLOWING ITEMS. THE DETAILS OF THE TENDER ARE GIVEN BELOW:-

<b>DESCRIPTION</b>	SUPPLY, INSTALLATION, TESTING & CONFIGURATION OF LAN SWITCHES, WI-FI SOLUTION AND OTHER ACCESSORIES FOR COIS, GURUGRAM
<b>TENDER NO.</b>	RHQMM18089
<b>TYPE OF TENDER</b>	OPEN E-TENDER (NATIONAL)
<b>EMD AMOUNT (IN INR)</b>	Rs. 1,65,129/-
<b>ADDRESS OF THE ISSUING AUTHORITY</b>	GENERAL MANAGER (MAT.) INDIAN OIL CORPORATION LIMITED SCOPE COMPLEX, CORE-2, 5 <sup>th</sup> FLOOR 7, INSTITUTIONAL AREA, LODHI ROAD NEW DELHI-110003, INDIA PHONE : +91-71725355/71725706 FAX : +91-11-24361412 E-MAIL : <a href="mailto:dineshs@indianoil.in">dineshs@indianoil.in</a> ; <a href="mailto:choudharyrk@indianoil.in">choudharyrk@indianoil.in</a>
<b>DOWNLOAD START DATE (DD/MM/YYYY) &amp; TIME</b>	05.11.2018-10:00 HRS IST
<b>BID SUBMISSION START DATE (DD/MM/YYYY) &amp; TIME</b>	13.11.2018 -11:00 HRS IST
<b>DOWNLOAD END &amp; BID SUBMISSION END DATE (DD/MM/YYYY) &amp; TIME</b>	26.11.2018 –15:00 HRS IST
<b>TECHNICAL BID OPENING DATE (DD/MM/YYYY) &amp; TIME</b>	27.11.2018 – from 15:00 HRS IST Onwards

TENDER DOCUMENTS (NON-TRANSFERABLE) CAN BE DOWNLOADED FROM IOCL E-TENDERING WEB SITE: [www.iocletenders.nic.in](http://www.iocletenders.nic.in). BIDS IN PHYSICAL FORM SENT THROUGH FAX/E-MAIL/COURIER/POST WILL NOT BE ACCEPTABLE. ANY CORRIGENDUM/SALE DATE EXTENSION/ADDENDUM SHALL BE PUBLISHED ON OUR WEBSITE: [www.iocletenders.nic.in](http://www.iocletenders.nic.in) ONLY AND NO SEPARATE NOTIFICATION SHALL BE ISSUED IN THE PRESS. BIDDERS ARE THEREFORE REQUESTED TO REGULARLY VISIT OUR WEBSITE TO KEEP THEMSELVES UPDATED.

IOCL RESERVES THE RIGHT:-

- TO ALLOW PURCHASE PREFERENCE TO MICRO & SMALL ENTERPRISES AND DOMESTICALLY MANUFACTURED ELECTRONIC PRODUCTS AS PER GOVERNMENT POLICY AND TO JV COMPANIES AS PER IOCL POLICY IN VOGUE.
- TO ABANDON THE TENDER WITHOUT ASSIGNING ANY REASON. NO COMPENSATION SHALL BE PAID FOR THE EFFORTS MADE BY THE BIDDER.
- TO REJECT, ACCEPT OR PREFER ANY TENDER OR TO ABORT THE BIDDING PROCESS WITHOUT ASSIGNING ANY REASON WHATSOEVER.

INDIAN OIL CORPORATION LTD. WILL NOT BE RESPONSIBLE FOR ANY DELAY IN RECEIVING TENDER OR RELATED DOCUMENTS. ANY LEGAL DISPUTE SHALL BE WITHIN THE JURISDICTION OF LOCAL COURT OF THE PURCHASING OFFICE/AUTHORITY.

For & on Behalf of Indian Oil Corporation Ltd

DEPUTY GENERAL MANAGER (MAT.)  
INDIAN OIL CORPORATION LIMITED  
REFINERIES DIVISION  
CORE-2, SCOPE COMPLEX  
7 INSTITUTIONAL AREA, LODHI ROAD, NEW DELHI-110003

**PRE-QUALIFICATION CRITERIA:**

**1. FINANCIAL CRITERIA**

MINIMUM ANNUAL TURNOVER OF THE BIDDER DURING ANY OF THE PRECEDING THREE FINANCIAL YEARS SHOULD BE AS UNDER:

MINIMUM ANNUAL TURNOVER	INDIGENOUS BIDDER <b>₹ 87,33,923/-</b>
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**2. COMMERCIAL EXPERIENCE CRITERIA**

FOR EXPERIENCE, THE ORDER(S) EXECUTED BY THE BIDDER (INCLUDING ALL TAXES, DUTIES & FREIGHT AND EXCLUDING WARRANTY SUPPORT CHARGES), DURING THE LAST FIVE YEARS ENDING ON THE LAST DAY OF THE MONTH IMMEDIATELY PRECEDING THE MONTH IN WHICH THE LAST DATE OF BID SUBMISSION FALLS, SHOULD BE CONSIDERED AS UNDER:

- 2.1. **THREE ORDERS EACH EXECUTED FOR “SIMILAR ITEM” WHERE EXECUTED VALUE IS NOT LESS THAN THE AMOUNT EQUAL TO ₹ 43,66,962/-**

OR

- 2.2. **TWO ORDERS EACH EXECUTED FOR “SIMILAR ITEM” WHERE EXECUTED VALUE IS NOT LESS THAN THE AMOUNT EQUAL TO ₹ 58,22,616/-**

OR

- 2.3. **ONE ORDER EXECUTED FOR “SIMILAR ITEM” WHERE EXECUTED VALUE IS NOT LESS THAN THE AMOUNT EQUAL TO ₹ 72,78,270/-**

3. **SIMILAR ITEM** IS DEFINED AS:

- 3.1. **SUPPLY AND INSTALLATION OF ANY ONE OR MORE OF THE FOLLOWING ITEMS:**

- 3.1.1. LAYER 2 OR LAYER 3 NETWORK SWITCHES

- 3.1.2. ROUTERS

- 3.1.3. WIRELESS CONTROLLERS

- 3.1.4. ACCESS POINTS

- 3.1.5. NETWORK ACCESS CONTROLLERS

- 3.2. ACCESSORIES LIKE SFP MODULES, RACKS, LIUs, JACK PANELS, NETWORK CABLES ETC. SHALL ALSO BE CONSIDERED AS SIMILAR ITEM IF QUOTED ALONG WITH ITEMS MENTIONED IN 3.1 IN THE SAME PURCHASE ORDER.

**4. TECHNICAL PRE-QUALIFICATION CRITERIA:-**

REFINERIES HEAD QUARTER OF INDIAN OIL CORPORATION LIMITED INTENDS TO EXECUTE THE SUBJECT JOB AT NEW CDTC BUILDING, COIS GURUGRAM. THE INTENDING BIDDER IS TO MEET THE TECHNICAL PRE-QUALIFICATION CRITERIA AND HAVE TO ENCLOSE ALL NECESSARY DOCUMENTS ALONG WITH THEIR BIDS. TECHNICAL EVALUATION OF THE INTENDING BIDDER SHALL ONLY BE DONE, IF THEY ARE MEETING THE FOLLOWING TECHNICAL PRE-QUALIFICATION CRITERIA:-

- 4.1. THE BIDDER SHALL SUBMIT AN AUTHORIZATION LETTER FROM THE ORIGINAL EQUIPMENT MANUFACTURER (OEM) FOR SALE OF QUOTED SWITCHES & WIRELESS EQUIPMENT INCLUDING NAC ALONG WITH THE TECHNICAL BID.

- 4.2. THE BIDDER SHALL ALSO SUBMIT AN UNDERTAKING LETTER FROM THE RESPECTIVE OEMs FOR SUPPORT OF SWITCHES, WIRELESS EQUIPMENT AND NAC FOR 5 YEARS FROM THE LAST DATE OF SUBMISSION OF BID ALONG WITH THE TECHNICAL BID.

**5. NOTES ON COMMERCIAL EXPERIENCE CRITERIA:**

5.1. COMMERCIAL EXPERIENCE CRITERIA AND TURN OVER IS RELAXED FOR MSEs MANUFACTURER ONLY AND QUANTUM OF RELAXATION GIVEN TO MSE MANUFACTURER BY 15% I.E. EQUIVALENT TO RELAXATION PROVIDED IN ACT FOR PURCHASE PREFERENCE POLICY SUBJECT TO MEETING THE QUALITY AND TECHNICAL SPECIFICATION OF THE TENDERED ITEMS.

FOR STARTUPS, DEVELOPMENTAL ORDER / TRIAL ORDER SHALL BE CONSIDERED AGAINST RELAXATION OF COMMERCIAL EXPERIENCE CRITERIA SUBJECT TO MEETING THE QUALITY AND TECHNICAL SPECIFICATION OF THE TENDERED ITEMS. NO TURNOVER REQUIRED AGAINST FINANCIAL CRITERIA FOR START UPS SUBJECT TO MEETING THE QUALITY AND TECHNICAL SPECIFICATION OF THE TENDERED ITEMS.

AN ENTITY SHALL BE CONSIDERED AS A 'START UP':

- a) UP TO FIVE YEARS FROM THE DATE OF ITS INCORPORATION/REGISTRATION,
- b) IF ITS TURNOVER FOR ANY OF THE FINANCIAL YEARS HAS NOT EXCEEDED RUPEES 25 CRORE, AND
- c) IT IS WORKING TOWARDS INNOVATION, DEVELOPMENT, DEPLOYMENT OR COMMERCIALIZATION OF NEW PRODUCTS, PROCESSES OR SERVICES DRIVEN BY TECHNOLOGY OR INTELLECTUAL PROPERTY;

PROVIDED THAT ANY SUCH ENTITY FORMED BY SPLITTING UP OR RECONSTRUCTION OF A BUSINESS ALREADY IN EXISTENCE SHALL NOT BE CONSIDERED A 'START UP';

PROVIDED FURTHER THAT IN ORDER TO OBTAIN TAX BENEFITS A START UP SO IDENTIFIED UNDER THE ABOVE DEFINITION SHALL BE REQUIRED TO OBTAIN A CERTIFICATE OF AN ELIGIBLE BUSINESS FROM THE INTER-MINISTERIAL BOARD OF CERTIFICATION CONSISTING OF:

- a) JOINT SECRETARY, DEPARTMENT OF INDUSTRIAL POLICY AND PROMOTION,
- b) REPRESENTATIVE OF DEPARTMENT OF SCIENCE AND TECHNOLOGY, AND
- c) REPRESENTATIVE OF DEPARTMENT OF BIOTECHNOLOGY.

5.2. BIDDER SHALL FURNISH ALONG WITH THE BID (UN-PRICED) THE NECESSARY DOCUMENTARY EVIDENCE/PROOF IN SUPPORT OF CLAIM FOR MEETING THE ABOVE PRE-QUALIFICATION REQUIREMENT. ALL PQC DOCUMENTS DULY SCANNED TO BE UPLOADED BY BIDDER IN SEPARATE ELECTRONIC ENVELOPE ON THE PORTAL. UN-PRICE BID AND PRICE BID EACH, ALSO TO BE SUBMITTED IN SEPARATE ELECTRONIC ENVELOPE AS PER PROVISION ON THE E-PORTAL. THUS THERE WILL BE MAINLY THREE PARTS IN WHICH BID HAD TO BE SUBMITTED VIZ. PQC PART, UN-PRICE BID & PRICE BID.

5.3. NOTWITHSTANDING ANY OTHER CONDITION / PROVISION IN THE TENDER DOCUMENTS, IN CASE OF AMBIGUITY OR INCOMPLETE DOCUMENTS PERTAINING TO PRE-QUALIFICATION CRITERIA, BIDDERS SHALL BE GIVEN ONE OPPORTUNITY WITH A FIXED DEADLINE AFTER BID OPENING TO PROVIDE COMPLETE AND UNAMBIGUOUS DOCUMENTS IN SUPPORT OF MEETING THE PRE-QUALIFICATION CRITERIA. IN CASE THE BIDDER FAILS TO SUBMIT ANY DOCUMENT OR SUBMITS INCOMPLETE DOCUMENTS WITHIN THE GIVEN TIME, THE BIDDER'S TENDER WILL BE REJECTED.

5.4. FOR FULFILLING THE COMMERCIAL EXPERIENCE CRITERIA ANY ONE OF THE FOLLOWING DOCUMENTS MAY BE CONSIDERED AS VALID PROOF FOR MEETING THE CRITERIA:

- PURCHASE ORDER COPY ALONG WITH INVOICE(S) WITH SELF-CERTIFICATION BY THE BIDDER THAT SUPPLIES AGAINST THE INVOICES COVERING THE "SIMILAR ORDER" HAVE BEEN EXECUTED TO THE REQUIRED VALUE.
- PURCHASE ORDER (PO) COPY ALONG WITH BANK CERTIFICATE INDICATING PAYMENT AGAINST THE PO
- EXECUTION CERTIFICATE BY CLIENT WITH ORDER VALUE.
- GOODS RECEIPT NOTE (GRNS) IN CASE WHERE IOCL IS A CLIENT.

**5.5. A COMPANY (BIDDER) SHALL NOT BE ALLOWED TO USE THE CREDENTIALS OF ITS PARENT OR ANY GROUP COMPANY TO MEET THE EXPERIENCE CRITERIA.**

**5.6. FOR FULFILLING THE FINANCIAL CRITERIA, NORMALLY AN AUDITED BALANCE SHEET / PROFIT & LOSS STATEMENT OF THE BIDDER SHALL BE CONSIDERED AS ACCEPTABLE PROOF. PUBLISHED ANNUAL REPORT SHALL ALSO BE ACCEPTABLE.**

a) IN CASE THE BALANCE SHEET IS AVAILABLE IN THE PUBLIC DOMAIN THE SAME SHALL BE ACCEPTED.

b) IN CASE WHERE THE BIDDER CITES THE REASONS OF NON DISCLOSURE AGREEMENT (NDA) FOR ITS INABILITY TO SUBMIT NECESSARY DOCUMENTS IN SUPPORT OF MEETING THE EXPERIENCE CRITERIA, A CERTIFICATE, IN ORIGINAL, CERTIFYING ALL THE REQUIRED INFORMATION, ISSUED BY CEO / CFO OF THE COMPANY ALONG WITH A DECLARATION THAT THE BIDDING COMPANY IS NOT IN A POSITION TO SUBMIT THE REQUIRED DOCUMENTS OWING TO THE NDA WITH AN ENDORSEMENT BY CHARTERED ACCOUNTANT / STATUTORY AUDITOR / CERTIFIED PUBLIC ACCOUNTANT (NOT BEING AN EMPLOYEE OR A DIRECTOR OR NOT HAVING ANY INTEREST IN THE BIDDER(S) COMPANY / FIRM) MAY BE ACCEPTED.

WHEREVER CHARTERED ACCOUNTANT / STATUTORY AUDITOR / CERTIFIED PUBLIC ACCOUNTANT (NOT BEING AN EMPLOYEE OR A DIRECTOR OR NOT HAVING ANY INTEREST IN THE BIDDER(S) COMPANY / FIRM) IS NOT IN A POSITION TO ENDORSE SUCH CEO / CFO'S CERTIFICATE DUE TO LOCAL REGULATIONS, CEO / CFO'S CERTIFICATE IN ORIGINAL WITHOUT ENDORSEMENT MAY BE ACCEPTED PROVIDED A REFERENCE OF THE LOCAL REGULATION RESTRICTING THIS ENDORSEMENT IS GIVEN IN THE CEO / CFO CERTIFICATE.

**INDIAN OIL CORPORATION LIMITED**  
(REFINERIES DIVISION)  
MATERIAL & CONTRACTS DEPARTMENT  
SCOPE COMPLEX CORE-2, 7, INSTITUTIONAL AREA,  
LODHI ROAD, NEW DELHI – 110003

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**INSTRUCTIONS TO THE BIDDERS**

**1.0 GENERAL INSTRUCTIONS:**

- 1.1** BIDS SHOULD BE SUBMITTED BY THE BIDDER IN COMPLETE ACCORDANCE WITH OUR TENDER DOCUMENT AND ITS ATTACHMENTS. SUBMIT YOUR OFFER ON-LINE ON IOCL E-TENDER WEBSITE: [www.iocletenders.nic.in](http://www.iocletenders.nic.in) ONLY. ANY ADDENDUM/CORRIGENDUM/SALE DATE EXTENSION IN RESPECT OF ABOVE TENDER SHALL BE ISSUED ON OUR WEBSITE: [www.iocletenders.nic.in](http://www.iocletenders.nic.in) ONLY AND NO SEPARATE NOTIFICATION SHALL BE PUBLISHED IN THE PRESS. BIDDERS ARE THEREFORE REQUESTED TO REGULARLY VISIT OUR WEBSITE TO KEEP THEMSELVES UPDATED.
- 1.2** ANY EFFORT BY BIDDER OR BIDDER'S AGENTS, CONSULTANT OR REPRESENTATIVE HOWSOEVER DESCRIBED, TO INFLUENCE THE OWNER IN ANY WAY CONCERNING SCRUTINY CONSIDERATION / EVALUATION / COMPARISON OF THE BID OR DECISION CONCERNING THE AWARD OF THE CONTRACT SHALL ENTAIL REJECTION OF THE BID.
- 1.3** BIDS WILL BE ACCEPTED ONLY THROUGH THE E-TENDER PORTAL. NO MANUAL BIDS SHALL BE PERMITTED ALONG WITH ELECTRONIC BIDS. TENDER ISSUING AUTHORITY IS NOT RESPONSIBLE FOR THE DEALY/NON-DOWNLOADING OF TENDER DOCUMENTS BY THE RECIPIENT DUE TO ANY PROBLEM IN ACCESSING THE E-TENDER WEBSITE. THE TENDER ISSUING AUTHORITY IS ALSO NOT RESPONSIBLE FOR DELAY IN UPLOADING BIDS DUE TO ANY PROBLEM IN THE E-TENDER WEBSITE.
- 1.4** THE SYSTEM TIME (IST) DISPLAYED ON E-TENDERING WEB PAGE SHALL BE THE REFERENCE TIME AND NO OTHER TIME SHALL BE TAKEN INTO COGNIZANCE.

- 1.5** AUTHORITY OF THE PERSON UPLOADING THE BIDS WITH HIS DSC SHALL BE REQUIRED TO BE SUBMITTED IN THE BIDS. DOCUMENT REQUIRED SHOWING THE AUTHORITY OF THE PERSON UPLOADING & SUBMITTING THE BID WITH HIS DIGITAL SIGNATURE CERTIFICATE SHALL BE AS GIVEN IN THE FOLLOWING TABLE:

IN CASE OF PROPRIETARY CONCERN	<ul style="list-style-type: none"><li>➤ IF THE BID IS SUBMITTED BY THE PROPRIETOR, NO POA (POWER OF ATTORNEY) REQUIRED. HOWEVER, HE WILL UPLOAD UNDERTAKING CERTIFYING THAT HE IS SOLE PROPRIETOR.</li><li>➤ IF THE BID IS SUBMITTED BY PERSON OTHER THAN PROPRIETOR, POA AUTHORIZING THE PERSON TO SUBMIT BID ON BEHALF OF THE CONCERN.</li></ul>
IN CASE OF COMPANY	<ul style="list-style-type: none"><li>➤ CERTIFIED COPY OF BOARD RESOLUTION AUTHORIZING THE PERSON SUBMITTING THE BID ON BEHALF OF THE COMPANY. <b>OR</b></li><li>➤ POA AND THE SUPPORTING BOARD RESOLUTION AUTHORIZING THE PERSON SUBMITTING THE BID ON BEHALF OF THE COMPANY.</li></ul>
IN CASE OF PARTNERSHIP FIRM/LLP	POA ALONG WITH DEED OF PARTNERSHIP / LLP AGREEMENT.
IN CASE OF CO-OPERATIVE SOCIETY	COPY OF RESOLUTION PASSED AS PER SOCIETY RULES

**1.6** THE UN-PRICED AND PRICE BIDS HAVE TO BE SUBMITTED ONLINE ONLY. HOWEVER, ANY OTHER DOCUMENTS LIKE EMD IN THE FORM OF BANK GUARANTEE OR ANY OTHER DOCUMENTS MENTIONED IN THE TENDER WHICH NEEDS TO BE SUBMITTED IN HARD COPY HAVE TO BE SUBMITTED OFFLINE.

**1.7** PLEASE QUOTE UNIT RATE FOR EACH ITEM AS PER OUR UNIT OF MEASUREMENT.

**1.8** COMPLETE SPECIFICATIONS FOR THE ITEMS OFFERED TOGETHER WITH DESCRIPTION, LITERATURE AND SAMPLES CALLED FOR AND MARKERS NAME, BRAND, ETC. MUST BE FURNISHED.

**1.9** PLEASE QUOTE YOUR RATES, OTHER CHARGES AND APPLICABLE TAXES AND DUTIES STRICTLY IN THE SPACE PROVIDED IN THE PRESCRIBED PRICE SCHEDULE (BOQ) OR UN-PRICED SCHEDULE RESPECTIVELY.

**1.10** BIDDER TO TAKE NOTICE OF CORRIGENDUM / AMENDMENT FLOATED ON E-TENDER WEBSITE. FAILURE OF BIDDER TO SUBMIT TENDER WITHOUT TAKING COGNIZANCE OF CORRIGENDUM / AMENDMENT ISSUED BY IOCL SHALL MAKE THE BID LIABLE FOR REJECTION.

**1.11** THE BIDDER ENTITY SHOULD ENSURE THAT ONLY ONE BID IS SUBMITTED BY THEM DIRECTLY OR BY THEIR "AGENT" ON BEHALF OF THE BIDDER ENTITY OR AS A CONSORTIUM PARTNER. IN CASE IT IS FOUND THAT THE BIDDER ENTITY HAS SUBMITTED MORE THAN ONE BID, ALL THEIR BIDS IN THE TENDER ARE LIABLE FOR REJECTION.

"AGENT" FOR THE ABOVE PURPOSES WOULD BE ONE WHO AGREES AND IS AUTHORIZED TO ACT ON BEHALF OF ANOTHER, A PRINCIPAL, TO LEGALLY BIND AN INDIVIDUAL IN PARTICULAR BUSINESS TRANSACTIONS WITH THIRD PARTIES PURSUANT TO AN AGENCY RELATIONSHIP.  
SUBMISSION OF BIDS BY DIFFERENT OFFICES/BRANCHES OF THE BIDDER ENTITY WILL BE CONSIDERED AS BIDS FROM THE SAME BIDDER ENTITY AND WILL BE LIABLE FOR REJECTION.

## **2.0 AUTHENTICITY OF DOCUMENTS**

**2.1** SUBMISSION OF AUTHENTIC DOCUMENTS IS THE PRIME RESPONSIBILITY OF THE BIDDER.

**2.2** WHEREVER IOCL HAS CONCERN OR APPREHENSION REGARDING THE AUTHENTICITY/ CORRECTNESS OF ANY DOCUMENT, IOCL RESERVES THE RIGHT OF GETTING THE DOCUMENTS CROSS VERIFIED FROM THE DOCUMENT ISSUING AUTHORITY.

## **3.0 SUBMISSION OF TENDER:**

BIDS SHALL BE UPLOADED IN **2(TWO) PARTS** {PART-I: TECHNO-COMMERCIAL BID (PACKET: 1 & PACKET: 2) AND PART-II: PRICE BID} IN ELECTRONIC FORM ONLY THROUGH INDIAN OIL E-TENDERING SYSTEM ON IOCL E-TENDERING WEBSITE [www.ioctenders.nic.in](http://www.ioctenders.nic.in)

**PART-I: TECHNO-COMMERCIAL BID**, I.E. UN-PRICED BID SHOULD CONTAIN:-

➤ **PACKET: 1: THE DOCUMENTS TO BE SUBMITTED AGAINST PQC:-**

**1** DOCUMENTS TOWARDS FULFILLMENT OF PRE-QUALIFICATION CRITERIA OF THE TENDER.

➤ **PACKET: 2: THE FOLLOWING DOCUMENTS TO BE SUBMITTED:-**

- 1 TENDER DOCUMENT DULY SIGNED AND STAMPED ON EACH PAGE AS A TOKEN OF ACCEPTANCE
- 2 IOCL GENERAL PURCHASE CONDITIONS AND ADDENDUM TO GPC DULY SIGNED AND STAMPED ON EACH PAGE.
- 3 AGREED TERMS AND CONDITIONS (ATC- INDIGENOUS OR IMPORT) DULY FILLED, SIGNED & STAMPED.
- 4 "PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING" DULY FILLED, SIGNED AND STAMPED.
- 5 UN PRICED SCHEDULE INDICATING QUOTED/NOT QUOTED AGAINST EACH ITEM (PRICE SHOULD NOT BE FILLED IN UNPRICED BID). ALSO QUOTE TAXES & DUTIES IN ATC.
- 6 DEVIATION SHEET, IF ANY.

#### **PART-II: PRICED BID**

- (PACKET: 3) SHOULD CONTAIN:-

BILL OF QUANTITY (BOQ) WITH BASIC UNIT PRICE. THE PRICED BOQ SHOULD BE UPLOADED STRICTLY AS PER FORMAT AVAILABLE WITH THE TENDER IN THE WEBSITE FAILING WHICH THE OFFER IS LIABLE FOR REJECTION.

#### **4.0 TENDER OPENING:**

- 4.1 THE UN-PRICED OFFERS SHALL BE OPENED ONLINE (ON THE E-TENDER WEBSITE OF IOCL) ON THE DUE DATE IN OUR OFFICE AS PER NOTICE INVITING TENDER (NIT) AND ITS SUBSEQUENT CORRIGENDUM, IF ANY. THE PRICED OFFERS (BOQ) OF THE BIDDER(S) WHOSE UN-PRICED OFFERS ARE FOUND TECHNO-COMMERCIALY ACCEPTABLE SHALL BE OPENED ONLINE ON THE E-TENDER WEBSITE ON A SUITABLE DATE.
- 4.2 IOCL RESERVES THE RIGHT TO EXTEND THE TENDER DUE DATE BEFORE BID OPENING.
- 4.3 THE INTIMATION FOR OPENING OF PRICED BIDS OF THE TECHNO-COMMERCIALY ACCEPTABLE OFFERS SHALL BE SENT FROM E-TENDER SITE BEFORE PRICE BID OPENING (PBO).
- 4.4 WITNESSING OF OPENING OF TECHNICAL BID AND PRICE BID OF THE TENDER SHALL BE ONLINE AT OUR WEBSITE I.E. [HTTPS://IOCLETENDERS.NIC.IN](https://IOCLETENDERS.NIC.IN)
- 4.5 OFFERS SHALL BE SUBMITTED IN ONLINE MODE ON THE ABOVE MENTIONED IOCL E-TENDERING WEBSITE DURING THE PRESCRIBED PERIOD INDICATED IN THE NIT/CORRIGENDUM THEREOF.

#### **5.0 ACCEPTANCE/REJECTION:**

- 5.1 IOCL RESERVES THE RIGHT TO ACCEPT OR REJECT ANY TENDER IN PART OR FULL TO ABORT THE BIDDING PROCESS WITHOUT ASSIGNING ANY REASON WHATSOEVER.
- 5.2 SUO MOTO CHANGES SHALL BE CONSIDERED AS PER THE FOLLOWING MATRIX.

STAGE	PRICE INCREASE	PRICE DECREASE
AFTER OPENING OF UN-PRICED BID	NOT ACCEPTABLE. BID SHALL BE LIABLE FOR REJECTION.	IN CASE OF SUO MOTO PRICE DECREASE:

	ACTION REGARDING HOLIDAY LISTING MAY BE TAKEN. EMD SHALL BE FORFEITED	1. TENDER EVALUATION SHALL BE DONE WITHOUT CONSIDERING SUO MOTO PRICE DECREASE. 2. ORDERING SHALL BE DONE CONSIDERING SUO MOTO PRICE DECREASE.
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**5.3** NORMALLY, THE LOWEST RESPONSIVE BID AMONGST THE BIDS SUBMITTED BY BIDDERS AND CONSIDERED BY IOCL TO BE QUALIFIED AND COMPETENT SHALL BE PREFERRED. IOCL RESERVES THE RIGHT NOT TO ACCEPT THE LOWEST BID IF IN ITS OPINION THIS IS NOT IN THE INTERESTS OF IOCL.

#### **6.0 EARNEST MONEY DEPOSIT (EMD):**

**6.1** EMD AS MENTIONED IN THE NOTICE INVITING TENDER IS TO BE SUBMITTED **ONLINE** BY EITHER OF THE FOLLOWING METHODS i.e. THROUGH “NET BANKING” OR THROUGH “NEFT / RTGS’ OR IN THE FORM OF BANK GUARANTEE. VALIDITY OF BG IN LIEU OF EMD SHALL BE 3 MONTHS BEYOND BID VALIDITY. FOR DETAILS REFER “SPECIAL INSTRUCTIONS TO THE BIDDER” ATTACHED ALONG WITH THE TENDER DOCUMENTS.

**6.2** EMD PAYMENT THROUGH DEMAND DRAFT (DD), BANKERS CHEQUE (B.C.) AND SWIFT TRANSFER (S.T.) SHALL NOT BE ACCEPTED.

#### **6.3 NOTES ON EMD SUBMISSION:**

6.3.1 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 TRANSACTIONS FOR ALL MAJOR BANKS.

6.3.2 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).

6.3.3 **FREEZING OF BID CAN BE DONE ONLY AFTER COMPLETION OF EMD SUBMISSION PROCESS.**

6.3.4 IN CASE OF BANK GUARANTEE (BG), BIDDER WILL UPLOAD SCANNED COPY OF BG AS EXEMPTION DOCUMENT. ORIGINAL BG SHALL BE SENT BY THE BIDDERS / BANK TO TENDER ISSUING AUTHORITY AS MENTIONED IN THE TENDER. ORIGINAL BG SHOULD REACH TO TENDER ISSUING AUTHORITY WITHIN 7 WORKING DAYS FROM THE DATE OF OPENING OF TECHNICAL BIDS. FORMAT FOR BANK GUARANTEE IN LIEU OF EMD IS AVAILABLE IN THE GENERAL PURCHASE CONDITIONS OF IOCL AS ANNEXURE-'A' UPLOADED IN THE GENERAL DOCUMENTS IN THE TENDER.

#### **NOTE:**

- (A) FOR THE PURPOSE OF RECEIPT OF BG, THE TIME RECORDED IN THE RECEIPT / DAK SECTION AGAINST RECEIPT SHALL ALSO BE CONSIDERED AS RECEIPT TIME.
- (B) ONLY THOSE PHYSICAL BG INSTRUMENTS FOUND MATCHING WITH THE COPY SUBMITTED IN THE E- PORTAL SHALL BE CONSIDERED AS VALID.
- (C) HOWEVER, BIDS OF BIDDERS WHO HAVE DEPOSITED PERMANENT EMD (IF APPLICABLE) AND HAVE MENTIONED THE SAME ON THE PORTAL SHALL BE CONSIDERED AS VALID BIDS.

6.3.5 EARLIER, UPON RECEIPT OF THE ORIGINAL BANK GUARANTEE, IOCL WAS SEEKING CONFIRMATION OF THE SAME DIRECTLY FROM THE ISSUER BANK /BRANCH TO CONSIDER IT A VALID INSTRUMENT. HOWEVER, FOR FASTER CONFIRMATION OF THE BANK GUARANTEE I.E. FASTER PROCESSING OF THE TENDER, HENCEFORTH BG ISSUING BANK WILL SEND SWIFT COPY OF BG DETAILS TO SBI WHO IN TURN WILL CONFIRM AUTHENTICITY OF THE ISSUANCE OF BG TO IOCL DIRECTLY IN THE FORM OF SIGNED HARD COPY THROUGH COURIER/POST/E-MAIL. ONLY AFTER THIS CONFIRMATION, BG WILL BE ISSUED BY ISSUING BANK TO IOC DIRECTLY. THIS PROCESS WILL MAKE THE BG CONFIRMATION SYSTEM FASTER BY REDUCING THE BG CONFIRMATION TIME. TO AVAL THIS FACILITY , BG ISSUING BANK WILL SEND SWIFT COPY OF BG TO SBI AT THE FOLLOWING IFSC CODE: (I) BANK NAME : STATE BANK OF INDIA (II) BRANCH ADDRESS : CORPORATE ACCOUNTS GROUP BRANCH II, NEW DELHI (III) IFSC CODE : SBIN0017313

6.3.6 EMD IS NOT REQUIRED TO BE SUBMITTED BY THOSE BIDDERS WHO ARE GOVT. ORGANIZATIONS/PUBLIC SECTOR UNDERTAKINGS OF THE CENTRAL / STATE GOVERNMENTS.

6.3.7 MICRO & SMALL ENTERPRISES (MSEs) REGISTERED WITH AGENCIES/ BODIES, AS PER PUBLIC PROCUREMENT POLICY FOR MICRO & SMALL ENTERPRISES (MSES) ORDER, 2012 ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, GOVT. OF INDIA, ARE EXEMPTED FROM PAYMENT OF EARNEST MONEY DEPOSTI (EMD) IRRESPECTIVE OF THE ITEMS FOR WHICH THE MSE IS REGISTERED WITH THE SAID AGENCIES / BODIES. BIDS OF MSE BIDDERS WHO ARE NOT REGISTERED AS MSE ENTERPRISE WITH THE SAID AGENCIES / BODIES IRRESPECTIVE OF THE ITEMS AND ALSO NOT SUBMITTED EMD WILL BE REJECTED.

6.3.8 JOINT VENTURE COMPANIES OF INDIAN OIL CORPORATION LIMITED ARE ALSO EXEMPTED FROM SUBMITTING EMD.

6.3.9 EMD PAYMENT PROCEDURE IN IOCL E-TENDERING PORTAL HAS OPTION TO CLAIM EXEMPTION. THE EXEMPTION CAN BE CLAIMED IN LIEU OF:

1. THE BIDDER FALLS UNDER "EXEMPTED" CATEGORY AS PER TENDER TERMS & CONDITIONS.
2. THE BIDDER IS LIABLE TO PAY PARTIAL EMD (E.G. TRANSPORTATION TENDER ETC.).
3. BIDDER IS SUBMITTING BANK GUARANTEE IN LIEU OF EMD AS PER TENDER TERMS & CONDITIONS.
4. IN CASE OF FOREIGN BIDDERS.

ON REVIEW, IT HAS BEEN FOUND THAT,

A. MANY OF THE BIDDERS MAKE THEIR PAYMENT THROUGH NEFT/RTGS ON LAST DAY OF TENDER CLOSING.

B. MANY OF THE BIDDERS MAKE THEIR PAYMENT IN WRONG ACCOUNT.

IN BOTH THE ABOVE CASES, DUE TO PAYMENT AUTHORIZATION FAILURE, BIDDERS DO NOT GET "FREEZE BID SUBMISSION" BUTTON TO SUBMIT THEIR BID. AT THIS POINT, SOME BIDDERS AGAIN CLAIMS 100% EXEMPTION AND UPLOAD THE NEFT/RTGS (DONE AT THE LAST MOMENT OR DONE IN A WRONG ACCOUNT) DETAILS AS PROOF OF PAYMENT TO SUBMIT THEIR OFFER.

IT IS HEREBY CLARIFIED THAT, THE BIDS FALLING UNDER ABOVE (A. & B.) CATEGORY SHALL BE SUMMARILY REJECTED. EXEMPTION CAN ONLY BE CLAIMED BY BIDDER IN CASE OF CONDITIONS MENTIONED AT POINT 1, 2, 3 AND 4 ABOVE.

## **7.0 REFUND OF EMD:**

### **7.1 BEFORE BID OPENING:**

- 7.1.1 IN CASE IF BIDDER'S MONEY HAS BEEN DEBITED MORE THAN ONCE, EXCEPT ONE SUCCESSFUL EMD TRANSACTION, ALL OTHERS SUBSEQUENT EMDS SHALL BE INITIATED FOR REFUND BY THE BANK ON NEXT WORKING DAY.
- 7.1.2 ANY OTHER FAILED TRANSACTIONS SHALL BE INITIATED FOR REFUND BY BANK ON NEXT WORKING DAY.

### **7.2 BID OPENING STAGE: ON COMPLETION OF BID OPENING STAGE AND UPLOADING BID OPENING SUMMARY DOCUMENT, REFUND OF EMD OF FOLLOWING BIDDERS SHALL BE INITIATED:**

- 7.2.1 BIDDER(S) WHO HAVE PAID ONLINE EMD BUT NOT SUBMITTED THEIR OFFER / FROZEN THE BID.
- 7.2.2 BIDDER(S) WHO HAVE PAID ONLINE EMD AND FROZEN THE BID BUT LATER WITHDRAWN THE BID FROM SYSTEM.

### **7.3 TECHNO-COMMERCIAL EVALUATION: ON COMPLETION OF TECHNO-COMMERCIAL EVALUATION STAGE AND UPLOADING EVALUATION SUMMARY DOCUMENT, REFUND OF EMD OF FOLLOWING BIDDERS SHALL BE INITIATED:**

- 7.3.1 BIDDERS REJECTED AT THIS STAGE IN THE SYSTEM.

### **7.4 FINANCIAL EVALUATION: ON COMPLETION OF FINANCIAL EVALUATION STAGE AND UPLOADING EVALUATION SUMMARY DOCUMENT, REFUND OF EMD OF FOLLOWING BIDDERS SHALL BE INITIATED:**

- 7.4.1 BIDDERS REJECTED AT THIS STAGE IN THE SYSTEM.

### **7.5 AWARD OF CONTRACT (AOC): ON COMPLETION OF AOC STAGE AND UPLOADING AOC DOCUMENT, REFUND OF EMD OF FOLLOWING BIDDERS SHALL BE INITIATED:**

- 7.5.1 ALL THE REMAINING BIDDERS WHO HAVE NOT BEEN SELECTED FOR AOC.
- 7.5.2 EMD OF THE SUCCESSFUL BIDDER SHALL BE RELEASED AFTER RECEIPT OF AN ACCEPTABLE PBG.

## **8.0 FORFEITURE OF EMD: EMD SHALL BE FORFEITED AND BIDDER WILL BE PUT ON HOLIDAY LIST IN THE FOLLOWING CIRCUMSTANCES:**

### **8.1 IN CASE THE BIDDER ALTERS / MODIFIES / WITHDRAWS THE BID SUO-MOTO AFTER OPENING THE BIDS (TECHNICAL BIDS IN CASE OF TWO BID SYSTEM) WITHIN THE VALIDITY PERIOD. IN SUCH A CASE, THE TENDER SUBMITTED BY THE BIDDER SHALL BE LIABLE FOR REJECTION.**

### **8.2 IN CASE THE TENDER IS ACCEPTED AND THE BIDDER FAILS TO DEPOSIT THE PBG OR TO EXECUTE THE CONTRACT WITHIN THE STIPULATED PERIOD.**

## **9.0 INVALID TENDERS AND TENDERS LIABLE FOR REJECTION:**

A TENDER IS LIABLE FOR REJECTION IN THE FOLLOWING CIRCUMSTANCES:

- 9.1** DOES NOT PAY THE EMD BEFORE DEADLINE
- 9.2** DOES NOT FULFIL MINIMUM PRE QUALIFICATION CRITERIA AS PER THE TENDER DOCUMENTS
- 9.3** SUBMITS THE TENDER LATE I.E. AFTER DUE DATE AND TIME
- 9.4** UNSOLICITED TENDERS
- 9.5** STIPULATES THE VALIDITY PERIOD LESS THAN WHAT IS STATED IN THE TENDER DOCUMENTS
- 9.6** STIPULATES HIS OWN CONDITIONS AND DOES NOT AGREE TO WITHDRAW THE DEVIATIONS, RENDERING HIS BID UNACCEPTABLE
- 9.7** DOES NOT DISCLOSE THE FULL NAMES AND ADDRESSES OF ALL HIS PARTNERS OR DIRECTORS AS APPLICABLE WHEREVER CALLED FOR IN THE TENDER.
- 9.8** DOES NOT FILL IN AND SIGN THE REQUIRED ANNEXURE, SPECIFICATIONS, ETC. AS SPECIFIED IN THE TENDER.
- 9.9** DOES NOT SUBMIT BID IN THE PRESCRIBED FORMAT MAKING IT IMPOSSIBLE TO EVALUATE THE BID INDULGES IN TAMPERING OF TENDER DOCUMENTS
- 9.10** DOES NOT CONFORM TO ANY TENDER CONDITION WHICH STIPULATES NON-COMFORMANCE OF TENDER CONDITIONS AS REJECTION CRITERIA.
- 9.11** IN CASE BIDDER ENTITY HAS SUBMITTED MORE THAN ONE BID.
- 9.12** SUBMISSION OF BIDS BY DIFFERENT OFFICES/BRANCHES OF SAME BIDDER ENTITY.

#### **10.0 NEGOTIATION:**

NEGOTIATIONS WILL NOT BE CONDUCTED WITH THE BIDDERS AS A MATTER OF ROUTINE. HOWEVER, IOCL RESERVES THE RIGHT TO CONDUCT NEGOTIATIONS. BIDDERS TO QUOTE COMPETITIVE PRICES CONSIDERING THE FACT THAT PRICE NEGOTIATIONS, IF REQUIRED, TO BE HELD WITH THE LOWEST BIDDER ONLY.

#### **11.0 OVERALL RESPONSIBILITY:**

- 11.1** IT WILL BE THE RESPONSIBILITY OF THE BIDDER ALONE TO INDENT AND LOAD THE NECESSARY TRAILORS/TRUCKS/TANKERS FOR TRANSPORTATION OF MATERIAL FROM THE BIDDER'S FACTORY/WORKSHOP TO CONCERNED UNIT AND TO MAINTAIN THE SUPPLY REFERRED TO IN THE SUBSEQUENT CONDITION THEREOF FOR WHICH THE BIDDER WILL BE ELIGIBLE FOR DELIVERY CHARGES QUOTED. THIS DELIVERY CHARGE WILL COVER ALL ITEMS COVERED IN THE TENDER FORM.
- 11.2** IT WILL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO ARRANGE FOR THIRD PARTY INSPECTION (IF APPLICABLE FOR THE TENDER) AND SUBMIT THE THIRD PARTY INSPECTION CERTIFICATE ON TIME. NO TIME EXTENSION SHALL BE ALLOWED BY IOCL FOR ANY DELAY/LAPSE IN THIS REGARD.
- 11.3** IT SHALL BE THE RESPONSIBILITY OF THE BIDDERS TO FILL COMPLETE, CORRECT AND ACCURATE INFORMATION IN LINE WITH THE REQUIREMENTS / STIPULATION REQUIRED TO FACILITATE DUE EVALUATION/CONSIDERATION OF THEIR TENDERS. IF ANY INFORMATION GIVEN BY THE BIDDER/TENDERER FOUND TO BE INCORRECT IN ANY PARTICULAR CONSIDERED BY THE OWNER TO BE RELEVANT FOR THE EVALUATION OF THE BID/TENDER, OR IS FOUND BY THE OWNER TO MISREPRESENT THE FACTS, OR IF ANY OF THE DOCUMENTS SUBMITTED BY THE BIDDER IN SUPPORT OF OR RELEVANT TO THE BID/TENDER IS FOUND BY THE OWNER TO BE FORGED, FALSE OR FABRICATED, THE OWNER MAY REJECT THE BID, AND WITHOUT PREJUDICE TO ANY OTHER RIGHT(S) OF ACTION OR REMEDY AVAILABLE TO THE OWNER, THE OWNER MAY FORFEIT THE EARNEST MONEY GIVEN BY THE BIDDER IN THE FORM OF EARNEST MONEY DEPOSIT OR BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT IN ORDER TO COMPENSATE THE OWNER FOR THE EXPENSES

INCURRED BY IT IN CONSIDERING THE BID (AND NOT BY WAY OF PENALTY) AND TAKE ACTION FOR PUTTING THE BIDDER/TENDERER ON HOLIDAY LIST FOR SUCH PERIOD AS THE OWNER IN THIS BEHALF CONSIDERS WARRANTED AND/OR TO REMOVE THE BIDDER FROM THE APPROVED LIST OF VENDORS.

**11.4 IN THE EVENT OF ANY IRRECONCILABLE CONFLICTS, THE HIERARCHY FOR ACCEPTANCE SHALL BE:**

- 11.4.1 AGREED TERMS AND CONDITIONS (INDIGENOUS)
- 11.4.2 INSTRUCTION TO THE BIDDERS AS PER NOTICE INVITING TENDER
- 11.4.3 GENERAL PURCHASE CONDITIONS AND GPC ADDENDUM

**11.5 CONSORTIUM BIDDING IS NOT ALLOWED.**

**11.6 THE EQUIPMENT VENDOR HAS TO SUPPLY THE EQUIPMENT AND CONNECT THE SAME TO PRE-INSTALLED ELECTRIC AND WATER CONNECTION POINTS. (IF APPLICABLE)**

**12.0 DELIVERY SCHEDULE:**

**12.1 TIME ALLOWED FOR COMPLETION OF THE WORK SHALL BE RECKONED FROM THE DATE OF LETTER OF ACCEPTANCE (LOA) / PURCHASE ORDER (PO) WHICHEVER IS EARLIER. INDICATIVE COMPLETION PERIOD (SUPPLY, INSTALLATION, TESTING AND COMMISSIONING IN ALL RESPECT AS PER SCOPE OF WORK) WILL BE 10 WEEKS FROM THE DATE OF PO/LOA WHICHEVER IS EARLIER. HOWEVER, BIDDERS ARE REQUESTED TO QUOTE THEIR BEST POSSIBLE SHORTEST COMPLETION PERIOD FROM THE DATE OF PO/LOA WHICHEVER IS EARLIER. DELIVERY PERIOD IS THE ESSENCE OF CONTRACT. MATERIAL IS TO BE DELIVERED, INSTALLED & COMMISSIONED AT INDIAN OIL CORPORATION LIMITED, COIS, GURUGRAM.**

**12.2 UNLESS OTHERWISE SPECIFIED, MATERIAL SHOULD BE SUPPLIED IN ONE LOT WELL WITHIN THE CONTRACTUAL DELIVERY PERIOD (CDD).**

**12.3 TIME AND DATE OF DELIVERY OF MATERIALS AS STIPULATED IN TENDER SHALL BE DEEMED TO BE THE ESSENCE OF THE CONTRACT. IN CASE OF DELAY IN EXECUTION OF THE ORDER BEYOND THE DATE OF DELIVERY AS STIPULATED IN THE ORDER OR ANY EXTENSIONS SANCTIONED, IOCL MAY AT HIS OPTION EITHER:**

**12.3.1 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).

**12.3.2 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).

**12.3.3 WITHOUT PREJUDICE TO ITS RIGHTS UNDER ABOVE CLAUSE (12.3.1 & 12.3.2) 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 MODE OF PAYMENT & ACCEPTANCE CRITERIA:**

**13.1** BIDDERS MAY NOTE THAT IOCL (RHQ) SHALL RELEASE ALL PAYMENTS THROUGH E-PAYMENT MODE (RTGS / NEFT/ ACCOUNT TO ACCOUNT TRANSFERS) ONLY AND NOT THROUGH ANY OTHER MODE. BIDDERS MUST THEREFORE, SUBMIT THEIR BANK DETAILS AS PER FORMAT WITHOUT FAIL.

**13.2** BESIDES, ALL BANK CHARGES INCIDENTAL TO PAYMENT AGAINST DISPATCH DOCUMENTS THROUGH BANK (IF APPLICABLE) SHALL BE TO VENDORS ACCOUNT ONLY.

### **13.3 PAYMENT TERMS:**

#### **13.3.1 FOR SUPPLY/INSTALLATION/TESTING & COMMISSIONING:**

100% OF THE EQUIPMENT COST WILL BE PAID AFTER COMPLETE DELIVERY OF GOODS IN GOOD CONDITION, INSTALLATION, INTEGRATION, AND TESTING, COMMISSIONING AND FINAL ACCEPTANCE BY ENGINEER-IN-CHARGE AS PER THE DEFINED SCOPE OF WORK AND SPECIFICATION SUBJECT TO SUBMISSION AND VERIFICATION OF PERFORMANCE BANK GUARANTEE (PBG) OF AN AMOUNT EQUIVALENT TO 10% OF THE PO VALUE AND SUBMISSION OF FOLLOWING DOCUMENTS DULY SIGNED BY IOC AGAINST:

1. DELIVERY,
2. INSTALLATION,
3. CONFIGURATION,
4. INTEGRATION,
5. SUCCESSFUL TESTING, AND;
6. SUBMISSION OF DOCUMENT(S) FOR THREE-YEAR COMPREHENSIVE ONSITE WARRANTY FROM THE OEM IN THE NAME OF IOCL.

#### **13.3.2 FOR WARRANTY SUPPORT CHARGES:**

100% PAYMENT SHALL BE PAID IN 12 EQUAL INSTALMENTS AGAINST SUBMISSION OF INVOICE ON QUARTERLY BASIS AFTER COMPLETION OF EVERY QUARTER AND DEDUCTION OF APPLICABLE PENALTY (IF ANY).

**13.3.3** IN ACCORDANCE WITH SEC 51 OF CGST ACT AND RESPECTIVE STATE/UT GST ACT, TDS @ 2% IS REQUIRED TO BE DEDUCTED FROM THE PAYMENT MADE OR CREDITED TO THE

SUPPLIER OF TAXABLE GOODS OR SERVICES OR BOTH, WHERE THE TOTAL VALUE OF SUCH SUPPLY UNDER A CONTRACT EXCEEDS RS. 2.5 LAKHS W.E.F 01.10.2018.

ACCORDINGLY, IOCL STARTED DEDUCTING GST TDS FROM ALL PAYMENTS MADE ON OR AFTER 01.10.2018 IRRESPECTIVE OF THE DATE OF INVOICE IF OTHER CONDITIONS LIKE CONTRACT/PO THRESHOLD ARE MET. PLEASE NOTE THAT GST TDS PROVISIONS ARE SEPARATE AND INDEPENDENT OF INCOME TAX TDS PROVISIONS. IT SHOULD ALSO BE NOTED THAT IF BIDDERS ARE NOT REGULAR IN FILING GSTR1, THEY WILL NOT BE ABLE TO CLAIM CREDIT OF GST TDS.

**14.0 SITE WORK:**

FOR EXECUTION OF PURCHASE ORDERS INVOLVING SITE WORK BASED ON THE JOB REQUIREMENTS, ALL SECURITY/ SAFETY RULES/ REGULATION/ STATUTES AS PREVAILING AT WORK SITE AT THE TIME OF EXECUTION OF THE JOB WILL HAVE TO BE STRICTLY COMPLIED WITH. ANY SAFETY EQUIPMENT LIKE FIRE HOSES, FIRE EXTINGUISHERS, SAFETY BELTS, SAFETY SHOES, SAFETY HELMETS ETC. ARE TO BE PROVIDED BY THE SUCCESSFUL BIDDER TO ITS SITE PERSONNEL. IN THE EVENT OF ANY DAMAGE OR LOSS OR SUFFERANCE CAUSED DUE TO NON OBSERVANCE OF SUCH RULES/ REGULATIONS, THE BIDDER SHALL BE SOLELY RESPONSIBLE FOR THE SAME AND SHALL KEEP IOCL (RHQ) INDEMNIFIED AGAINST ALL SUCH CLAIMS OR LOSSES ARISING OUT OF THE SAME. PENALTIES SHALL BE IMPOSED FOR VIOLATION OF SAFETY NORMS AS UNDER, IN ADDITION TO HOLIDAY LISTING IF DEEMED FIT BY IOCL (RHQ)

**14.1** FOR VIOLATION OF APPLICABLE SAFETY, HEALTH AND ENVIRONMENT RELATED NORM, A PENALTY OF RS.5000/PER OCCASION.

**14.2** VIOLATION AS ABOVE RESULTING IN ANY PHYSICAL INJURY, A PENALTY OF 0.5% OF THE CONTRACT VALUE(MAXIMUM OF RS.2,00,000) PER INJURY IN ADDITION TO RS.5000 / PER OCCASION AS IN ITEM-14.1.

**14.3** FATAL ACCIDENT, A PENALTY OF 1% OF THE CONTRACT VALUE (MAXIMUM OF RS.10,00,000) PER FATALITY IN ADDITION TO RS.5000/PER OCCASION AS IN ITEM-14.1

**14.4** BIDDERS ARE REQUESTED TO TAKE APPROPRIATE INSURANCE POLICY FOR THE EFFECTIVE IMPLEMENTATION OF THE ABOVE PENALTY PROVISION.

**14.5** IN CASE OF ACCIDENTS DEPENDING ON THE SERIOUSNESS OF INJURY ETC. IN ADDITION TO THE HOSPITALIZATION/TREATMENT CHARGES AND GROUP INSURANCE AMOUNT, COMPENSATION SHALL BE PAID BY THE VENDOR TO THE AFFECTED PERSON/HIS FAMILY MEMBERS IN PRESENCE OF ENGINEER-IN-CHARGE AS PER WORKMEN COMPENSATION ACT.

**14.6** BIDDER SHALL OBTAIN NECESSARY LABOUR LICENSE FROM THE LICENSING AUTHORITY UNDER THE "CONTRACT LABOUR (REGULATION & ABOLITION) ACT, 1970" AND CENTRAL RULES MADE THEREUNDER AND PRODUCE THE SAME TO THE ENGINEER-IN-CHARGE BEFORE START OF THE JOB. YOU SHALL ALSO COMPLY WITH ALL OBLIGATIONS UNDER THE SAID ACT/RULES AS WELL AS OTHER APPLICABLE LABOUR LAWS. LICENSING AUTHORITY SHALL BE ASSISTANT LABOUR COMMISSIONER (CENTRAL), OFFICE OF THE REGIONAL LABOUR COMMISSIONER (CENTRAL), 4TH FLOOR, JEEVAN DEEP BUILDING PARLIAMENT, PARLIAMENT STREET, NEW DELHI-110001.

**14.7** THE PROVISIONS OF THE EPF & MP ACT, 1952 AND RULES/SCHEME FRAMED HEREUNDER, SHALL BE APPLICABLE TO THE ELIGIBLE CONTRACTOR AND HIS ELIGIBLE EMPLOYEES TO BE ENGAGED FOR

THIS JOB. THE CONTRACTOR SHALL FURNISH THE CODE NO.ALLOTTED BY RPFC AUTHORITY TO THE ENGINEER-IN-CHARGE.

**14.8** THE CONTRACTOR SHALL OBTAIN ADEQUATE INSURANCE POLICY IN RESPECT OF HIS WORKMEN TO BE ENGAGED FOR THE WORK TOWARDS COMPENSATIONS AS ADMISSIBLE UNDER THE WORKMEN'S COMPENSATION ACT, 1923 AND RULES FRAMED THEREUNDER UPON DEATH/DISABLEMENT OF A WORKER AND THE SAME HAS TO BE PRODUCED TO THE ENGINEER-IN-CHARGE BEFORE START OF THE WORK.

**14.9** SAFETY REGULATIONS OF THE REFINERY AND SHE (SAFETY, HEALTH & ENVIRONMENT) RELATED NORMS AND ALL APPLICABLE NORMS SHALL BE STRICTLY FOLLOWED BY YOU/ YOUR CONTRACTOR, VIOLATION OF WHICH WILL LEAD TO SUITABLE IMPOSITION OF PENALTY.

**14.10** YOU SHALL ALSO COMPLY WITH THE PROVISIONS OF THE ESI ACT, 1948 AND RULES FRAMED THEREUNDER IN RESPECT OF YOUR WORKERS TO BE ENGAGED FOR THIS JOB. YOU SHALL OBTAIN ESI CODE NO. FROM THE LOCAL ESI AUTHORITIES FOR THE SAID PURPOSE AND FURNISH THE CODE NO. ALLOTTED BY ESI AUTHORITIES TO THE ENGINEER-IN-CHARGE BEFORE STARTING THE JOB.

#### **15.0 OTHER MISCELLANEOUS POINTS**

**15.1** PLEASE INDICATE YOUR GSTIN REGISTRATION NO., PAN NUMBER.

**15.2** ALL DISPATCHES SHALL BE MADE ONLY AFTER RECEIPT OF DISPATCH CLEARANCE FROM IOCL. FOR INDIGENOUS VENDORS, IN CASE OF DIRECT NEGOTIATION OF DISPATCH DOCUMENTS PAYMENT SHALL BE RELEASED ONLY AFTER RECEIPT OF MATERIALS AT SITE.

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 CONSECUTIVE 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 AUTHORISED REPRESENTATIVE.

**15.3** IT'S THE OBLIGATION ON THE PART OF BIDDER / VENDOR / CONTRACTOR / CONSULTANT TO DISCHARGE HIS 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. 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.

**15.4** IN RESPECT OF DEALERS/ IMPORTERS QUOTING FOR IMPORTED MATERIAL, THE CUSTOMS TARIFF NUMBER FOR THE QUOTED MATERIAL AND THE AMOUNT OF ADDITIONAL DUTY COMPONENTS FOR WHICH BIDDER UNDERTAKES TO ISSUE VALID MODVAT INVOICES SHALL BE CONFIRMED.

**15.5** THE GST AMOUNT SHALL BE RELEASED ONLY ON RECEIPT OF GST INVOICE. **CGST & SGST OR IGST SHALL NOT BE INCLUDED IN THE QUOTED PRICES AND SHALL BE PAYABLE EXTRA AT ACTUALS ON SUBMISSION OF INVOICE.**

**15.6** SUBSEQUENT TO AN ORDER BEING PLACED AGAINST YOUR QUOTATION RECEIVED IN RESPONSE TO THIS ENQUIRY IF IT IS FOUND THAT THE MATERIALS SUPPLIED ARE NOT OF THE RIGHT QUALITY OR NOT ACCORDING TO SPECIFICATIONS REQUIRED BY THE REFINERIES HEAD QUARTER OR RECEIVED IN DAMAGED OR BROKEN CONDITION OR OTHERWISE NOT SATISFACTORY OWING TO ANY REASON OF WHICH THE CHIEF MATERIALS MANAGER SHALL BE THE SOLE JUDGE. THE INDIAN OIL CORPORATION LTD., RHQ SHALL BE ENTITLED TO REJECT THE MATERIALS CANCEL TO CONTRACT AND BUY ITS REQUIREMENTS IN THE OPEN MARKET AND RECOVER THE LOSS, IF ANY FROM SUPPLIER RESERVING TO ITSELF THE RIGHT TO FORFEIT THE SECURITY DEPOSIT, IF ANY, FURNISHED BY THE SUPPLIER AGAINST THE CONTRACT. THE SUPPLIER WILL MAKE HIS OWN ARRANGEMENTS TO REMOVE THE REJECTED MATERIALS WITHIN A FORTNIGHT OF INSTRUCTION TO DO SO. THEREAFTER, THEY WILL LIE ENTIRELY AT THE SUPPLIERS RISK AND RESPONSIBILITIES AND STORAGE CHARGES ALONG WITH ANY OTHER CHARGES APPLICABLE WILL BE RECOVERABLE FROM THE SUPPLIER.

**15.7** THE MANUFACTURERS OR THEIR REPRESENTATIVES QUOTING FOR ITEMS OF MACHINERY AND EQUIPMENT MUST STATE IN THEIR QUOTATIONS WHETHER THEY ARE LICENSED UNDER THE INDUSTRIES DEVELOPMENT & REGULATION ACT 1951 FOR THE PRODUCTION OF THE EQUIPMENT QUOTED AND IF NOT HAVE PRECISELY AND FROM THEY PROPOSE TO PROCURE THE EQUIPMENT AND WHAT ARRANGEMENTS ARE PROPOSED FOR ASSEMBLY AND SUPPLY.

**15.8** THE MATERIALS ACCEPTED MAY BE SUBJECT TO INSPECTION BY OUR ENGINEER OR IOCL APPROVED TPI AGENCIES BY SUPPLIER PRIOR TO DESPATCH OR IN PROCESS OF MANUFACTURE.

**15.9** ALL BIDDERS ARE REQUESTED TO GIVE CONFIRMATION ABOUT ACCEPTANCE OF IOCL'S GPC WITHOUT ANY DEVIATION. THE ORDER IF AWARDED WILL BE SUBJECT TO OUR GENERAL PURCHASE CONDITIONS.

**15.10** THE TENDERER IS REQUIRED TO STATE "WHETHER ANY 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 OR THE BIDDER IS A PRIVATE COMPANY IN WHICH ANY DIRECTOR OF IOCL IS A MEMBER OR DIRECTOR".

**15.11** BIDDERS SHOULD QUOTE MOST COMPETITIVE PRICES CONSIDERING THE FACT THAT PRICE NEGOTIATIONS, IF REQUIRED, SHALL BE HELD WITH THE LOWEST TECHNO-COMMERCIALLY QUALIFIED BIDDER ONLY.

**15.12** IOCL RESERVES THE RIGHT TO ALLOW PURCHASE PREFERENCE TO MSEs AS PER GOVERNMENT POLICY AND TO JV COMPANIES AS PER IOCL POLICY IN VOGUE. FOR THE PURPOSE OF PURCHASE PREFERENCE, THE TOTAL LANDED COST (ON GROSS TAX BASIS I.E. AFTER INCLUDING AMOUNT OF GST) OF THE LOWEST BIDDER(S) SHALL BE CONSIDERED TO DECIDE APPLICABILITY OF THE PURCHASE PREFERENCE AND NOT THE ESTIMATED VALUE OF THE TENDER. PROSPECTIVE BIDDERS MAY APPRISE THEMSELVES OF THE RELEVANT GOVT. NOTIFICATIONS BEFORE SUBMITTING THEIR BIDS.

**MSEs PARTICIPATING IN THE TENDER MUST SUBMIT THE CERTIFICATE OF REGISTRATION WITH AGENCIES/BODIES, AS PER PPP FOR MICRO & SMALL ENTERPRISES (MSEs) ORDER 2012 ISSUED BY MINISTRY OF MICRO, SMALL AND MEDIUM ENTERPRISES, GOVT. OF INDIA. POLICY IS MEANT FOR PROCUREMENTS OF ONLY GOODS PRODUCED AND SERVICES RENDERED BY MSEs. STOCKIST/TRADERS ARE EXCLUDED FROM THE PURVIEW OF PUBLIC PROCUREMENT POLICY.**

**15.13** PLEASE NOTE THAT OFFER SHOULD CLEARLY INCLUDE POINT-WISE REPLY & ACCEPTANCE OF TECHNICAL/COMMERCIAL POINTS INDICATED AT AGREED TERMS & CONDITIONS / SPECIAL TERMS & CONDITIONS OR ELSEWHERE, ENCLOSED WITH THIS ENQUIRY. HOWEVER, IT SHALL NOT BE NECESSARY FOR THE BIDDER TO RETURN THE COMPLETE TENDER DOCUMENTS DULY SIGNED AS A TOKEN OF THEIR ACCEPTANCE OF THE SAME WHILE SUBMITTING THEIR BID. INSTEAD, THE BIDDER MAY SUBMIT AN UNDERTAKING ALONG WITH THE INDEX PAGE OF TENDER DOCUMENTS DULY SIGNED TO THE EFFECT THAT HE HAS FULLY READ AND UNDERSTOOD THE TENDER REQUIREMENTS AND ACCEPTS ALL TERMS & CONDITIONS OF THE TENDER (EXCEPT FOR THE ONES MENTIONED IN THE DEVIATION STATEMENT) AND HIS OFFER IS IN CONFIRMATION TO ALL TERMS OF TENDER.

**15.14** BIDDER HAS TO SEND 'STANDARD STORAGE CONDITION' OF THIS PRODUCT IN OUR STORES & MATERIALS SAFETY DATA SHEET/TERM CARD. IN CASE OF HAZARDOUS ITEMS. MATERIALS SHOULD BE SUPPLIED WITH MATERIALS TEST CERTIFICATE.

**15.15** BIDDER MAY PLEASE NOTE THAT CUTTING AND CORRECTIONS IN THE BID DOCUMENT SHOULD BE AVOIDED AND IF IT IS UNAVOIDABLE, IT SHOULD BE KEPT AT THE BARE MINIMUM AND IT SHOULD BE NEATLY CUT AND RE-WRITTEN WITHOUT OVER-WRITING AND USE OF 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.

**15.16** PLEASE QUOTE PRICE IN WORDS AND FIGURES FOR EACH ITEM. IN CASE OF A CONFLICT BETWEEN FIGURES AND WORDS, VALUE INDICATED IN WORDS SHALL PREVAIL.

**15.17** THE REPLIES/CLARIFICATIONS TO OUR TQS/CQS SHOULD BE GIVEN STRICTLY AS PER OUR REQUIREMENT/ FORMAT ONLY AND SHALL BE COMPLETE AND IN A TIME BOUND MANNER ELSE THE BID SHALL BE IGNORED TREATING THE SAME AS NON-RESPONSIVE.

**15.18** SUPPLEMENTAL LETTERS FOR REVISION IN PRICES RECEIVED FROM BIDDERS SHALL BE CONSIDERED ONLY IN THOSE CASES WHERE THE REVISION IN THE PRICE IS ASKED FOR BY IOCL BASED ON CHANGES IN SPECIFICATION/SCOPE OF WORK/COMMERCIAL TERMS AND CONDITIONS.

**15.19** BIDDER TO CONFIRM ACCEPTANCE OF REPEAT PURCHASE ORDER WITHIN 6 MONTHS OF THE ORIGINAL ORDER WITH SAME RATE, TERMS & CONDITIONS.

**15.20** BIDDER TO CONFIRM ACCEPTANCE OF PART ORDER (PART ITEM/PART QTY) & IN SUCH CASE, ALL CHARGES WILL BE ON PRO-RATA VALUE BASIS. IN CASE A BIDDER DOES NOT ACCEPT PART ORDER CONDITION OR GIVES CONDITIONAL ACCEPTANCE OF PART ORDER, ITS PRICE BID SHALL BE OPENED. IN CASE THE BIDDER IS LOWEST FOR ALL ITEMS OR MEETING THE PART ORDER CONDITION, ORDER SHALL BE PROPOSED ON THAT BIDDER. IN CASE NOT MEETING THE PART ORDER CONDITION, THE BIDDER'S OFFER SHALL BE COMMERCIALY REJECTED FOR THE ENTIRE TENDER OR SPECIFIC LINE ITEM DEPENDING ON THE PART ORDER CONDITION.

**15.21** IN CASE PERFORMANCE BANK GUARANTEE (PBG) IS APPLICABLE AGAINST THE SUBJECT TENDER, BIDDER TO SUBMIT PBG STRICTLY AS PER IOCL FORMAT.

**15.22** BIDDER IS REQUESTED TO CLEARLY MENTION THE APPLICABLE GST RATE. IF BIDDER DOES NOT MENTIONED TAXES & DUTIES, THE SAME SHALL BE CONSIDERED AS "BORNE BY BIDDER"

**15.23** THE RATES QUOTED SHOULD BE VALID FOR AT LEAST 120 DAYS FROM THE DUE DATE/EXTENDED DUE DATE OF TENDER WITH FIRM DELIVERY PERIOD.

**15.24** ONLY STATUTORY VARIATIONS, IF ANY, IN THE PRESENT RATE OF GST, SHALL BE REIMBURSED AS UNDER:

15.24.1 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.

15.24.2 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.

15.24.3 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.

**15.25** ON ANY ACCOUNT, IN ANY CASE BIDS HAVE TO BE REVALIDATED BEFORE PBO BEYOND THE ORIGINALLY SOUGHT VALIDITY, THE SAME MAY BE ALLOWED WITH OR WITHOUT CHANGE IN PRICES. HOWEVER, IOCL RESERVES THE RIGHT TO CANCEL SUCH TENDER AND REFLOAT THE SAME.

**15.26** IN CASE OF E-TENDERING BIDDER SHALL DECLARE: "THE BIDDER DECLARES THAT NONE OF THE E-DOCUMENTS HAVE BEEN TAMPERED WITH. IN CASE OF TAMPERING OF E-DOCUMENTS, THE BIDS SHALL BE REJECTED OUTRIGHT AND EMD FORFEITED WITHOUT PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO IOCL."

**15.27** IN CASE A FOREIGN BIDDER SUBMITS ANY OF THE PRE-QUALIFICATION SUPPORT DOCUMENTS IN ANY LANGUAGE OTHER THAN ENGLISH, THEN IT WILL BE THE RESPONSIBILITY OF SUCH FOREIGN BIDDER TO ALSO PROVIDE THE ENGLISH TRANSLATION COPY OF THE SAME DULY CERTIFIED, STAMPED AND SIGNED BY THEIR LOCAL CHAMBER OF COMMERCE.

**15.28** A COMPANY (BIDDER) SHALL NOT BE ALLOWED TO USE THE CREDENTIALS OF ITS PARENT OR ANY GROUP COMPANY TO MEET THE EXPERIENCE CRITERIA.

**15.29** IN CASE OF A TIE OF EVALUATED COST BETWEEN TWO OR MORE BIDDERS, DISCOUNT MAY BE TAKEN FROM ALL THE LOWEST BIDDERS. IN CASE THERE IS STILL A TIE, QUANTITY MAY BE EQUALLY DIVIDED AMONGST THE BIDDERS. IN CASE QUANTITY CAN NOT BE DIVIDED, THE BIDDER WITH THE MAXIMUM TURNOVER MAY BE ORDERED THE FULL QUANTITY.

## **16.0 NOTE:**

**16.1** ALL BIDDERS ARE REQUESTED TO PLEASE QUOTE YOUR PRICE AGAINST ALL THE ITEMS IN OUR BOQ DOCUMENTS ONLY.

**16.2** BIDDERS SHOULD FILL, ACCEPT AND SIGN ALL THE ANNEXURES.

**16.3** INCASE OF ANY TECHNICAL/COMMERCIAL DEVIATIONS, BIDDER IS REQUESTED TO INDICATE THE SAME ON A SEPARATE SHEET.

**16.4** TENDER FEE IS NOT APPLICABLE.

**16.5** THIRD PARTY INSPECTION IS NOT APPLICABLE AGAINST THE SUBJECT TENDER.

**16.6 PBG IS APPLICABLE.** BIDDER TO SUBMIT THE PERFORMANCE BANK GUARANTEE (PBG) FOR 10% OF TOTAL ORDER VALUE (SUPPLY, INSTALLATION, TESTING AND COMMISSIONING PLUS WARRANTY) AS PER IOCL'S FORMAT FROM ANY SCHEDULED BANK (INCLUDING NATIONALIZED BANKS, OTHER SCHEDULED COMMERCIAL BANKS, SCHEDULED COOPERATIVE BANKS AND SCHEDULED REGIONAL RURAL BANKS) AS APPEARING IN THE SECOND SCHEDULE TO THE RBI ACT 1934. THE PERFORMANCE BANK GUARANTEE SHALL BE VALID FOR A PERIOD OF THIRTY NINE MONTHS (36 MONTHS WARRANTY PERIOD + 3 MONTHS CLAIM PERIOD) FROM THE DATE OF START OF WARRANTY. THE RATING OF BANK SANCTIONING THE BG SHOULD NOT FALL BELOW THE RATING OF AT LEAST 'AA' FROM CRISIL OR EQUIVALENT (FROM OTHER RATING AGENCY) IN CASE OF INDIAN BANKS DURING THE TENOR OF THE BG. IN CASE THE RATING FALLS BELOW THRESHOLD LEVEL AT ANY TIME DURING THE TENOR OF BG, THE PARTY WILL ARRANGE TO REPLACE THE BG, AT ITS OWN COST, THROUGH ANY OF THE BANK ACCEPTABLE TO IOC.

PBG SHALL INCLUDE THE WARRANTY & SUPPORT EQUIVALENT TO MINIMUM INDICATED PERCENTAGE OR PERCENTAGE (VALUE) QUOTED BY THE BIDDER, WHICHEVER IS MORE.

PBG SHALL BE STRICTLY AS PER IOCL FORMAT ONLY AND SHOULD REACH TO IOCL DIRECTLY FROM THEIR BANKER WITHIN 15 DAYS FROM THE DATE OF PURCHASE ORDER.

**16.7** ITEM AND ITEM QUANTITY CANNOT BE SPLIT.

## **17.0 EVALUATION & LOADING CRITERIA:-**

- 17.1 PRICE ADJUSTMENT CLAUSE ON ACCOUNT OF DELAY IN DELIVERY:** BIDDER MUST ACCEPT 'DELAYED-DELIVERY CLAUSE' AS SPECIFIED IN GPC. FOR NON-ACCEPTANCE OF DELAYED-DELIVERY CLAUSE OR FOR ACCEPTING LIQUIDATED DAMAGE, OFFERS SHALL BE LOADED BY 5% IN COMPARISON TO OTHER OFFERS FOR DECIDING LOWEST BIDDER. IF BIDDER ACCEPTS 'DELAYED-DELIVERY CLAUSE' ON UNDELIVERED PORTION ONLY, OFFERS SHALL BE LOADED BY 2.5%. CREDIT NOTE TO BE ISSUED BY THE SUPPLIER FOR PRICE REDUCTION ON ACCOUNT OF DELAY IN DELIVERY FOR LOWER INCIDENCE OF GST IN ALL THOSE CASES WHEREIN SUPPLIER/ VENDOR HAS NOT CONSIDERED THE APPLICABLE PRICE REDUCTION IN GST INVOICES.
- 17.2 PERFORMANCE BANK GUARANTEE (PBG):** IN CASE PERFORMANCE BANK GUARANTEE (PBG) IS APPLICABLE AGAINST THE SUBJECT TENDER, BIDDER TO FURNISH PBG FOR 10% OF ORDER VALUE AS PER CLAUSE 5.2(E) OF IOCL GPC. IN CASE NON ACCEPTANCE OF THE ABOVE; THE QUOTED BASIC PRICES SHALL BE LOADED BY 10% FOR EVALUATION PURPOSE. IN CASE PBG IS AGREED FOR LESS THAN 10%, LOADING SHALL BE DONE FOR THE DIFFERENTIAL AMOUNT.
- 17.3 TRANSPORTATION:** PLEASE NOTE THAT PACKING AND FORWARDING & FREIGHT CHARGES WILL BE INCLUSIVE IN THE QUOTED PRICES AND WILL BE BORNE BY THE BIDDER.
- 17.4 LOADING FOR TAXES AND DUTIES:** GST AS QUOTED BY THE VENDOR (WITH HSN CODE) WHEREVER APPLICABLE EXTRA.
- 17.5 INSPECTION CHARGES:** NOT APPLICABLE
- 17.6 TRANSIT INSURANCE:** TRANSIT INSURANCE SHALL BE IN THE SCOPE OF THE BIDDER.
- 17.7 ROYALTY INFLOW:** IN CASE OF ANY BENEFIT TO IOC R&D FOR THE USAGE OF IOC R&D FORMULATIONS BY THE BIDDER IN THE FORM OF ROYALTY, SUCH ROYALTY INFLOW NET OF PREVAILING TAXES / SURCHARGES, SHOULD BE DEDUCTED FROM THE QUOTED PRICE AS SPECIFIED IN DOCUMENTS.
- 17.8 SPECIFIC DISCOUNT:** SPECIFIC DISCOUNT IF ANY GIVEN SHALL BE CONSIDERED. CONDITIONAL DISCOUNT LIKE FOR PROMPT PAYMENT ETC. SHALL NOT BE CONSIDERED FOR EVALUATION.
- 17.9 PAYMENT TERMS:** IOCL PREFERRED PAYMENT TERMS SHALL BE AS MENTIONED ABOVE IN THE TENDER DOCUMENTS. ANY DEVIATION TO THIS PAYMENT TERMS SHALL ATTRACT LOADING FOR INTEREST IMPLICATION AT 1% (ONE PERCENT) HIGHER THAN IOC'S CASH CREDIT ACCOUNT RATE WITH STATE BANK OF INDIA APPLICABLE ON THE DATE OF ISSUANCE OF TENDER DOCUMENT.
- 17.10 COMPONENT/SPARES/ACCESSORIES:** IF BIDDER DOESN'T QUOTE FOR SOME COMPONENT/SPARES/ACCESSORIES SPECIFICALLY INDICATED IN THE TENDER FOR CONSIDERATION ALONG WITH THE MAIN EQUIPMENT, THE SAME SHALL BE CONSIDERED AS "FREE SUPPLY".
- 17.11 BID EVALUATION WILL BE DONE ON OVERALL LOWEST OFFER BASIS (SUPPLY, INSTALLATION, TESTING & COMMISSIONING AND WARRANTY SUPPORT CHARGES) 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. BIDS SHALL BE EVALUATED AFTER CONSIDERING QUOTED PRICES AND THE SGST & CGST OR IGST QUOTED BY THE BIDDER.

TOTAL WARRANTY SUPPORT CHARGES QUOTED BY THE BIDDER FOR 3 YEARS SHOULD BE MINIMUM OF 15% OF TOTAL SUPPLY, INSTALLATION, TESTING & COMMISSIONING COST OF THE PROJECT.

**PROFORMA FOR DETAILS OF PAST EXPERIENCE AS PER PQC:-**

SI. NO.	NAME AND FULL ADDRESS OF THE CLIENT AND CONTACT PERSON	DESCRIPTION OF PURCHASE ORDER ITEMS (EXECUTED ORDER AS PER PQC)	VALUE OF CONTRACT (RUPEES) OR FOREIGN CURRENCY	PURCHASE ORDER REFERENCE AND DATE

**DECLARATION: I/WE DO HEREBY CERTIFY THAT THE INFORMATION AS FURNISHED ABOVE IS CORRECT AND COMPLETE. DOCUMENTARY EVIDENCE IS ENCLOSED.**

**PLACE:**

**SIGNATURE AND SEAL OF THE VENDOR**

**DATE:**

**FULL NAME:**

**DESIGNATION:**

**PROFORMA FOR EXCEPTIONS AND DEVIATIONS:**

SI. NO.	PAGE NO. OF TENDER DOCUMENT	CLAUSE NO.	DESCRIPTION OF CLAUSE	DEVIATION PROPOSED BY BIDDER

**BIDDER SHOULD NOTE THAT THIS ANNEXURE HAS BEEN INCLUDED IN THE BIDDING DOCUMENT SOLELY FOR THE CONVENIENCE OF THE BIDDER SO AS TO FACILITATE THEM TO LIST OUT THE DEVIATIONS/EXCEPTIONS BOTH OF TECHNICAL AND COMMERCIAL NATURE FROM/TO THE BIDDING DOCUMENT. IOCL WILL NOT RECOGNIZE ANY DEVIATIONS/EXCEPTION(S) WHICH IS NOT LISTED IN THIS ANNEXURE.**

**PLACE:**

**SIGNATURE AND SEAL OF THE VENDOR**

**DATE:**

**FULL NAME:**

**DESIGNATION:**

**UNDERTAKING BY THE TENDERER(S)-**

**NAME OF WORK: SUPPLY, INSTALLATION, TESTING & CONFIGURATION OF LAN SWITCHES, WI-FI SOLUTION AND OTHER ACCESSORIES FOR COIS, GURUGRAM**

**TENDER NO.: RHQMM18089**

WE CONFIRM THAT WE HAVE SUBMITTED THE DOCUMENTS IN THE TENDER AS SPECIFIED IN THE TENDER DOCUMENT.

WE \_\_\_\_\_ (NAME OF THE TENDERER) HEREBY CERTIFY THAT WE HAVE FULLY READ AND THOROUGHLY UNDERSTOOD THE TENDER REQUIREMENTS AND ACCEPT ALL TERMS AND CONDITIONS OF THE TENDER INCLUDING ALL CORRIGENDUM/ADDENDUM ISSUED, IF ANY.

OUR OFFER IS IN CONFIRMATION TO ALL THE TERMS AND CONDITIONS OF THE TENDER INCLUDING ALL CORRIGENDUM/ADDENDUM, IF ANY AND MINUTES OF THE PRE-BID MEETING.

IN THE EVENT OF AWARD OF CONTRACT TO US, THE COMPLETE TENDER DOCUMENT SHALL BE CONSIDERED FOR CONSTITUTION OF CONTRACT AGREEMENT.

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

**NAME OF TENDERER(S)**

**DATE: \_\_\_/\_\_\_/\_\_\_**

**PLACE:**

**SEAL & SIGNATURE OF TENDERER**

**NOTE: THIS DECLARATION SHOULD BE SIGNED BY THE TENDERER'S AUTHORIZED REPRESENTATIVE ON COMPANY LETTERHEAD WHO IS SIGNING THE BID AND SCANNED COPY TO BE UPLOADED AS A PART OF TENDER DOCUMENT.**

**DECLARATION BY THE BIDDER FOR NON- TAMPERING OF E-DOCUMENTS-**

**NAME OF WORK: SUPPLY, INSTALLATION, TESTING & CONFIGURATION OF LAN SWITCHES, WI-FI SOLUTION  
AND OTHER ACCESSORIES FOR COIS, GURUGRAM**

**TENDER NO.: RHQMM18089**

**IT IS HEREBY DECLARED THAT NONE OF THE E-DOCUMENTS HAVE BEEN TAMPERED WITH. IN CASE OF  
TAMPERING OF E-DOCUMENTS, THE BID SHALL BE REJECTED OUTRIGHT AND EMD FORFEITED WITHOUT  
PREJUDICE TO ANY OTHER RIGHTS OR REMEDIES AVAILABLE TO IOCL.**

**NAME OF THE BIDDER:.....**

**COMPANY'S NAME:.....**

**SIGNATURE OF BIDDER:.....**

**COMPANY'S STAMP/SEAL.....**

**NOTE: THIS DECLARATION SHOULD BE SIGNED BY THE TENDERER'S AUTHORIZED REPRESENTATIVE ON  
COMPANY LETTERHEAD WHO IS SIGNING THE BID AND SCANNED COPY TO BE UPLOADED AS A PART OF  
TENDER DOCUMENT.**

ON THE LETTERHEAD OF THE VENDOR / CONTRACTOR / SUPPLIER

DATE:

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 REF NO \_\_\_\_\_ DATED \_\_\_\_\_ AWARDED TO US BY IOCL, 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 DETAIL FOR THE SAID PURPOSE IS AS UNDER:

SR NO	PARTICULARS	DETAILS
1	NAME AND ADDRESS OF THE BENEFICIARY	
2	ACCOUNT NUMBER OF BENEFICIARY	
3	ACCOUNT CLASSIFICATION (CA /CC – 11 OR 29) & SB –10 AS PER CHEQUE LEAF	
4	NAME AND ADDRESS OF THE BANK BRANCH (WHERE PAYMENTS ARE TO BE SENT BY IOC)	
5	BRANCH NAME / CODE	
6	THE 9 DIGIT MICR CODE OF THE BRANCH (AS APPEARING ON THE MICR CHEQUE) **	
7	IFSC CODE OF THE BANK BRANCH FOR RTGS MODE	
8	IFSC CODE OF THE BANK BRANCH FOR NEFT MODE	
9	E MAIL I.D OF BENEFICIARY FOR ADVICE OF PAYMENT BY BANK.	
10	ANY OTHER PARTICULARS (TO BE ADVISED BY BENEFICIARY FOR THE E PAYMENTS PURPOSES	
11	VENDOR CODE (TO BE FILLED BY IOC'S DEPT ONLY)	
12	PERMANENT ACCOUNT NUMBER***	
13	MOBILE NUMBER (FOR SMS ALERTS)	

\*\* PLEASE ATTACH A BLANK COPY OF A CANCELLED CHEQUE / PHOTOCOPY OF A CANCELLED CHEQUE ISSUED BY YOUR BANK RELATING TO THE ABOVE ACCOUNT NUMBER FOR VERIFYING THE ACCURACY OF THE 9 DIGIT MICR CODE NUMBER

\*\*\* PLEASE ATTACH COPY OF PAN CARD DULY ATTESTED BY AUTHORIZED SIGNATORY FOR VERIFYING THE ACCURACY OF THE PAN

I/WE HEREBY DECLARE THAT THE PARTICULARS GIVEN ABOVE ARE CORRECT AND COMPLETE

DATE:

PLACE:

SIGNATURE OF ACCOUNT HOLDER  
WITH COMPANY STAMP (IF A COMPANY)

ENCL: ONE CHEQUE / PHOTOCOPY OF CHEQUE DULY CANCELLED

**CONTACT DETAILS OF VENDOR**

VENDOR ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ PIN \_\_\_\_\_

STATE \_\_\_\_\_

PHONE \_\_\_\_\_

FAX \_\_\_\_\_

**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: 1. THE DESIGNATIONS ARE INDICATIVE ONLY. ACTUAL DESIGNATIONS MAY PLEASE BE MENTIONED.

2. ALL THE CONCERNED PERSONS IN THE HIERARCHY MUST APPEAR IN THE ABOVE LIST.

3. IN CASE OF MULTIPLE PHONE NOS. , MOBILE NOS., E-MAIL IDS, THE SAME MAY ALSO PLEASE BE  
GIVEN**SIGNATURE OF THE BIDDER**

NAME : \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

MOBILE NO.: \_\_\_\_\_

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

**IN THE CASE OF A PROPRIETARY CONCERN:**

I HEREBY DECLARE THAT NEITHER I 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 HAVE BEEN PLACED ON BLACK LIST OR HOLIDAY LIST DECLARED BY INDIAN OIL CORPORATION LTD. OR ITS ADMINISTRATIVE MINISTRY, EXCEPT AS INDICATED BELOW:

(HERE GIVE 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 OF ANY FIRM OR CONCERN 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 GIVE 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.

SIGNATURE OF BIDDER \_\_\_\_\_

NAME OF SIGNATORY \_\_\_\_\_

PLACE

DATE

**LIST OF ACCEPTABLE BANK FOR ISSUING BANK GUARANTEE AS PER IOCL FORMAT**

1. BGs LESS THAN RS. 1 Cr. MAY BE ACCEPTED FROM ANY SCHEDULED BANK (INCLUDING NATIONALIZED BANKS, OTHER SCHEDULED COMMERCIAL BANKS, SCHEDULED COOPERATIVE BANKS AND SCHEDULED REGIONAL RURAL BANKS) AS APPEARING IN THE SECOND SCHEDULE TO THE RBI ACT 1934.
2. BGs OF RS. 1 Cr. AND ABOVE MAY BE ACCEPTED, WHICH IS ISSUED BY ANY OF THE FOLLOWING BANKS:
  - 2.1. ALLAHABAD BANK
  - 2.2. BANK OF BARODA
  - 2.3. BANK OF INDIA
  - 2.4. BANK OF MAHARASHTRA
  - 2.5. CANARA BANK
  - 2.6. CENTRAL BANK OF INDIA
  - 2.7. CORPORATION BANK
  - 2.8. INDIAN BANK
  - 2.9. STATE BANK OF BIKANER & JAIPUR
  - 2.10. STATE BANK OF HYDERABAD
  - 2.11. STATE BANK OF INDIA
  - 2.12. STATE BANK OF MYSORE
  - 2.13. STATE BANK OF PATIALA
  - 2.14. STATE BANK OF TRAVANCORE
  - 2.15. UCO BANK
  - 2.16. UNION BANK OF INDIA
  - 2.17. UNITED BANK OF INDIA
  - 2.18. VIJAYA BANK
  - 2.19. ANDHRA BANK
  - 2.20. DENA BANK
  - 2.21. IDBI BANK
  - 2.22. INDIAN OVERSEAS BANK
  - 2.23. ORIENTAL BANK OF COMMERCE
  - 2.24. PUNJAB & SIND BANK
  - 2.25. PUNJAB NATIONAL BANK
  - 2.26. SYNDICATE BANK
  - 2.27. ICICI BANK
  - 2.28. HDFC BANK
  - 2.29. KOTAK MAHINDRA BANK
  - 2.30. SOUTH INDIAN BANK
  - 2.31. FEDERAL BANK
  - 2.32. EXIM BANK
  - 2.33. ING VYSYA BANK
  - 2.34. AXIS BANK
  - 2.35. YES BANK
  - 2.36. CITI BANK N.A.
  - 2.37. HSBC BANK
  - 2.38. DEUTSCHE BANK AG
  - 2.39. BANK OF AMERICA N.A
  - 2.40. ROYAL BANK OF SCOTLAND
  - 2.41. BNP PARIBAS
  - 2.42. BANK OF NOVA SCOTIA
  - 2.43. BANK OF TOKYO-MITSUBISHI UFJ LTD.
  - 2.44. MIZUHO CORPORATION BANK LTD
  - 2.45. BARCLAYS BANK PLC
  - 2.46. ANZ BANK
  - 2.47. JP MORGAN CHASE BANK
  - 2.48. STANDARD CHARTERED BANK

2.49.DBS BANK

2.50.FIRST RAND BANK

3. BGs FROM ANY BANK OTHER THAN ABOVE CAN BE ACCEPTED ONLY IF THE SAME IS COUNTER-GUARANTEED BY ANY OF THE ABOVE 50 BANKS.
4. THE RATING OF BANK SANCTIONING THE BG SHOULD NOT FALL BELOW THE RATING OF 'A' FROM MOODY'S OR EQUIVALENT (FROM OTHER RATING AGENCY) IN CASE OF FOREIGN BANK AND RATING OF AT LEAST 'AA' FROM CRISIL OR EQUIVALENT (FROM OTHER RATING AGENCY) IN CASE OF INDIAN BANKS DURING THE TENOR OF THE BG. IN CASE THE RATING FALLS BELOW THRESHOLD LEVEL AT ANY TIME DURING THE TENOR OF BG, THE PARTY WILL ARRANGE TO REPLACE THE BG, AT ITS OWN COST, THROUGH ANY OF THE BANK ACCEPTABLE TO IOCL.

**UNDERTAKING (TO BE SUBMITTED ON COMPANY'S LETTERHEAD)**

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I \_\_\_\_\_ (Name) .....aged \_\_\_\_\_ years resident  
of \_\_\_\_\_ do solemnly affirm and state as under:

1. That I am \_\_\_\_\_ <*Designation of the authorized signatory*> of M/s \_\_\_\_\_ and I am duly authorized to furnish this undertaking declaration on behalf of M/s \_\_\_\_\_.
2. That M/s \_\_\_\_\_ has submitted its bid no \_\_\_\_\_ dated \_\_\_\_\_ against bidding document no \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ item / works for \_\_\_\_\_ Indian Oil Corporation Limited
3. That the Company is fully aware of the anti-profiteering provision under the Goods & Services Tax ("GST") Law(s).
4. That the benefits on account of enactment of GST Laws are being passed on to client as per offer/ Annexure- of this document.
5. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration under the GST Laws.

(Authorized signatory of bidder)



## 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.gov.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.gov.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 **Class II or above** 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). 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 precaution 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.

### **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\*\*](#)”.



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

### **2.0 System Generated Communication(s)**

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

- Reminder for Registered Digital Certificate Expiry before 30 days;
- Issuance of Limited Tenders to the selected bidders;
- Change in Password;
- Bids uploaded but ‘Freeze’ button not clicked;
- On issuance of Corrigendum if the tender is downloaded from DSC Registered Account/ made it favorite;
- Posting of any Techno-Commercial Query by the department;
- Date and Time for Opening of Price Bid to all technically accepted bidders ;
- 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

- His/her e-Mail/Mobile No. registered in the portal is correct and latest.

In addition to the above communication, the information is updated in portal under 'Pending' section of Dashboard like:

- a) Limited Tender(s) to be made as favorite;
- b) TQ/CQ to be responded;
- c) Bids to be frozen;

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 at their end to act timely even if they have missed any communication sent to them 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



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

clicking on the check box. The bid submission process will start by clicking the menu "My Tenders".

### **4.0 My Documents**

Provision of "My Documents" is available to bidders for uploading frequently required documents in advance.

**However, Uploading of any document in "My Documents" does not imply that the same is submitted along with any tender.**

### **5.0 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.

### **6.0 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);
- Change in content or context of the original file;
- Protection of Workbook over and above Sheet Protection done by IOCL.

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

### **7.0 Uploading and Confirmation**

Bid along with all the copies of documents should be submitted in the electronic form only through Indian Oil e-Tendering system. Bidder has to 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.



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

### **8.0 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.

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

There are three steps to pay EMD

1. **Claiming EMD Exemption, (if applicable)** - Bidder to confirm whether he is exempted from EMD payment or not. If he is exempted from EMD payment then portal will ask to upload Exemption document.

**BID SUBMISSION**

1 FEE DETAILS → 2 EMD DETAILS → 3 FEE CONFIRMATION → 4 UPLOAD DOCUMENTS → 5 BID CONFIRMATION

My Tenders → EMD Online Payment

If, You are exempted from EMD payment, then select the option to 'Yes' and provide the details.

Are you exempted from EMD payment:  Yes  No

**Next ▶**



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

2. **Payment Detail** - Bidder to check the EMD amount to be paid before making online payment.

BID MANAGEMENT

1 FEE DETAILS → 2 EMD DETAILS → 3 FEE CONFIRMATION → 4 UPLOAD DOCUMENTS → 5 BID CONFIRMATION

My Tenders → Transaction Message

Edit EMD Exemption

**Payment Details**

Element	Amount (INR)	Paid (INR)
Fee Amount	0.00	0.00
EMD Amount	29	0.00
Total Amount	29	0.00

Encrypt & Upload    Back

3. **Online EMD Payment Process** – Bidder can proceed to pay Online EMD anytime during Bid submission window by clicking “Click on NEXT BUTTON to process online payment” button.

Bid Submission → Packet Details

Organization Chain :  
Tender Reference Number :  
Tender ID :  
Tender Title :  
Bid Submission End Date & Time :

You have uploaded your packet document(s). However your bid is considered valid only after receiving bid acknowledgment on clicking 'Freeze Bid Submission' button.

Tender Covers    View Uploaded File Details

Fee/PreQual/Technical/Finance

Click Next button to process Online Payment.    Next →

Please use My Documents option to upload high volume of technical documents and Other Important documents.

Click this icon to Re-Upload the documents.    Back



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

### Bidder to check the amount of EMD

My Tenders : → Online Payment

Organisation Chain :	
Tender Reference Number :	
Title :	
Tender Id :	

**Fee Payment Details**

Provide your information for payment gateway

Tender Fee (Inclusive of Taxes)(INR)	0.00
Availed Tender Fee Exemption (INR)	0.00
Tender Fee To be Paid (Inclusive of Taxes)(INR)	0.00
EMD Fee (INR)	29
Availed EMD Exemption Fee in Percentage	0
Availed EMD Exemption Fee (INR)	0.00
EMD Fee To be Paid (EMD Fee - Availed EMD Exemption Fee)(INR)	29
Total Fee (Tender Fee To be Paid + EMD Fee To be Paid) (INR)	29

Click the 'Submit' button to pay the amount in payment gateway.

**Cancel** **Submit**

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

- In case of **Online Net Banking**, bidder must have net-banking user ID and password.
- 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 : IndianOil Corporation Limited

Tender Title :

Tender Id :

Tender Ref No. :

Total Amount (INR): 10

Net Banking

- Online Net Banking
- NEFT / RTGS

[Back](#)

[Submit](#)

#### Caution for NEFT Remittance:

- 1. Cash Payment (or) Multiple payments against single Bid (or) Payment through RTGS (or) NEFT Payment through online (or) Tampering the remittance form (or) payment after bid closure date, will lead to rejection of the bid.**
- 2. It is the sole responsibility of the bidder to ensure the amount has been credited to the designated account through NEFT before bid closure date.**

### OnLine Payment Gateway

Organisation Chain : IndianOil Corporation Limited

Tender Title :

Tender Id :

Tender Ref No. :

Total Amount (INR): 10

Net Banking

- Online Net Banking
- NEFT / RTGS

[Back](#)

[Submit](#)

#### Caution for NEFT Remittance:

- 1. Cash Payment (or) Multiple payments against single Bid (or) Payment through RTGS (or) NEFT Payment through online (or) Tampering the remittance form (or) payment after bid closure date, will lead to rejection of the bid.**
- 2. It is the sole responsibility of the bidder to ensure the amount has been credited to the designated account through NEFT before bid closure date.**



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



Pay To : Indian Oil Corporation Ltd etendering      Amount : 29.00

Pay By Using:  NetBanking

Select Bank and Proceed

Select Bank : State Bank of India

Note : Fields marked as (\*) are mandatory. After clicking on the "Pay Now" button you might be taken to your bank's website for 3D secure authentication or OTP authentication.  
Follow the payment steps as mentioned on the bank's website.

Your transaction is processed through a secure 2048 bit encryption https internet connection based on secure socket layer technology. For security purposes, your following details have been logged.  
IP address 210.212.94.109 and access time Tue Aug 25 12:52:04 IST 2015.

copyright © 2014. Techprocess Payment Services Ltd. All Rights Reserved

① **OnLine Payment Gateway**

**Payment Verification**

Organisation Chain : IndianOil Corporation Limited

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 within 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.



## 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 Ernest 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://ioctenders.gov.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,
- c. To protect or defend IOCL's legal rights or property, the IOCL 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/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

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.

If any part of these Terms and Conditions are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and

I accept the Terms & Conditions

**OK**

Payment request is being processed

Transferring data...

Please do not press either of the "Submit", "Back" or Refresh" buttons.

Processing the transaction usually takes upto 10 seconds. However at times it may take longer than that.

This online payment solution is secured using 2048 bit SSL encryption

This product is completely owned and managed by TechProcess Payment Services Limited.



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



Login

25-Aug-2015 [12:56 PM IST]

User Name \*

Password \*

Enable Virtual Keyboard

**Submit** **Reset**

Online Virtual Keyboard

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

[FAQ](#) | [About Phishing](#)



This site uses highly secure 256-bit encryption certified by VeriSign.

**Disclaimer:** The privity of contract is between you and the service provider. Bank is only facilitating a payment mechanism and is not responsible for any deficiency in service by the service provider.



- Mandatory fields are marked with an asterisk (\*)
- Do not provide your username and password anywhere other than in this page
- Your user name and password are highly confidential. Never part with them. SBI will never ask for this information.

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



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IndianOil

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

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 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 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.

OnLine Payment Gateway

Organisation Chain : IndianOil Corporation Limited

Tender Title :

Tender Id :

Tender Ref No. :

Total Amount (INR): 10

Net Banking

Online Net Banking

NEFT / RTGS

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

Caution for NEFT Remittance:

1. Cash Payment (or) Multiple payments against single Bid (or) Payment through RTGS (or) NEFT Payment through online (or) Tampering the remittance form (or) payment after bid closure date, will lead to rejection of the bid.

2. It is the sole responsibility of the bidder to ensure the amount has been credited to the designated account through NEFT before bid closure date.



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

Download ICICI Bank NEFT/RTGS Form

Organisation Chain : Pipelines HO||Contracts  
Tender Title : Online EMD Payment Testing  
Tender Id : 2015\_PLHO\_20229\_2  
Tender Ref No. : Online EMD Payment Testing -- COIS  
EMD Fee (INR): 30  
Total Amount (INR): 30

### ICICI Bank Response On Payment Details

Reference No : 30311133518

Amount : 30.00

Bank Reference No : 305

Status : P

Status Description : Pending

Instrument Type : ICICI NEFT/RTGS

UTR Remittance Number \* N203150083143537

EMD Fee Amount (INR)\* 30

Issuer Details \* 00031020004581

Issued Date \* 22/07/2015

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.

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



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

### NATIONAL ELECTRONIC FUND TRANSFER (NEFT) / REAL TIME GROSS SETTLEMENT (RTGS)

(To be filled by Applicant in BLOCK LETTERS)

Bank's Copy

Date : 22/07/15

Sr No	Details of Beneficiary	
1	E-Proc Ref No	30311133518
2	Beneficiary Name	IOCL
3	Account No.	IOCL RTGS 30311133518
4	IFSC code	ICICI0000104
5	Bank	ICICI Bank
6	Branch	ICICI Bank, CMS M
7	Amount in Rs.	30.00
8	Amount in words	Rupees Thirty Only

It is advised that all bidder make payment via NEFT/RTGS at least one day before the last day. In case a bidder making payment on the last day and same is not available for the bidder for validation on account of any reason due to the bank or its branch or its service provider or payment gateway service provider, IOCL Division will not be held responsible in any manner. In such cases the amount will be available to the bidder on the next working day.

1. It is the bidder's responsibility to make sure that RTGS/NEFT payment is made to the exact details as mentioned in the Challan. In the event of any discrepancy, payment would not be considered valid.
2. Bidder is required to generate a new challan for every tender since details in the challan are unique for each tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender.
3. Under no circumstance, including whether the bidder has made incorrect/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, IOCL Division or its Banks or its service providers are under no obligation to disclose the details of payment made by any bidder.

I/emit the amount as per above details from my/our account for the amount of remittance plus Bank charges.

Customer's Signature  
Contact Phone No:

FOR BANK'S USE ONLY

rupees  
Debitited Applications A/c. Date of Transfer  
Remittance No.



IndianOil

## 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  
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  
Fee) (INR): 30

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

Click Freeze button to conclude your bid submission process.

**Freeze Bid Submission**



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

### **10.0 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	+91-8981665512	Mr. Deepak	Mumbai	+91-9820177883
Mr. Shashi	Noida	+91-8130634323	Mr. Vikrant	Noida	+91-120-2471850 (3 Lines)
Mr. Sawan	New Delhi	+91-8130269544	Ms. Anamika		
Mr. Vinayak	Mumbai	+91-22-26722904	Mr. Ankit		

Mumbai HelpDesk Tel. No. : +91-22-26447708

HelpDesk Email ID : [ethdmkhonic@indianoil.in](mailto:ethdmkhonic@indianoil.in)  
[etenderinghelpdesk@indianoil.in](mailto:etenderinghelpdesk@indianoil.in)

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

#### **B. HelpDesk Nos. for Payment Gateway (PG) and EMD Refunds related issues:**

Levels	Name	Email ID	Contact No.
<b>Level 1</b>	Prajakta Thakur		+91-22-67664402
	Vijaya Dubey	<a href="mailto:instantpay@techprocess.co.in">instantpay@techprocess.co.in</a>	+91-22-67247353
	Vishal Raja		+91-22-67247352
<b>Level 2</b>	Latha Balraj	<a href="mailto:latha.Balraj@techprocess.co.in">latha.Balraj@techprocess.co.in</a>	+91-22-67664407
<b>Level 3</b>	Elton Dcosta	<a href="mailto:elton.dcosta@techprocess.co.in">elton.dcosta@techprocess.co.in</a>	+91-22-67664401 +91-9820174940



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

### C. HelpDesk Nos. for RTGS/NEFT transactions related issues:

Levels	Name	Email ID	Contact No.
Helpdesk	Nitin Dedhia	<a href="mailto:nitin.dedhia@icicibank.com">nitin.dedhia@icicibank.com</a>	+91-22-61376752
	Ashish Gangwani	<a href="mailto:ashish.gangwani@icicibank.com">ashish.gangwani@icicibank.com</a>	+91-22-61376644
Level 1	Amul Pawse	<a href="mailto:amul.pawse@icicibank.com">amul.pawse@icicibank.com</a>	+91-22-61376620
Level 2	Anurag M	<a href="mailto:anurag.mamgain@icicibank.com">anurag.mamgain@icicibank.com</a>	+91-22-61376683
Level 3	Sudha Alwyn	<a href="mailto:sudha.alwyn@icicibank.com">sudha.alwyn@icicibank.com</a>	+91-22-61376630

### **9.0 Special Note**

- Bids can only be submitted / resubmitted before the 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

A.	Access Switch-24 Port	Compliance (Yes/No)
S. No.	Generic Requirements	
1	<b>Architecture</b>	
1.1	Shall be 1 RU Rack Mountable	
1.2	Switch should have minimum 40 Gbps of stacking bandwidth with dedicated stacking ports (minimum 2 in each switch) and cables which should support minimum 8 switches in the stack.	
1.3	Switch should have wire-speed for all the packet sizes, non-blocking and distributed forwarding on all the ports.	
1.4	Switch should have hot swappable and field replaceable internal redundant power supply and FAN.	
1.5	Switch should have minimum 24 nos. 10/100/1000 Base-T ports.	
1.6	Minimum two no's of 10 Gbps OFC SFP+ Uplinks in each switch.	
1.7	Switch Stack should operate seamlessly during failure of a switch.	
1.8	<b>Additional requirement only for PoE Switch:</b> <b>Switch should have minimum 24 (Twenty Four) 10/100/1000 Base-T POE+ ports with minimum 370 watt of POE power.</b>	
2	<b>Performance Requirements</b>	
2.1	Switch shall have minimum 128 Gbps of Switching bandwidth including uplink and stacking bandwidth.	
2.2	Shall support minimum 32K MAC Addresses from day one.	
2.3	Shall support minimum 500 Active VLANs and 1,000 VLAN Ids from day one.	
2.4	The Switch should support line rate & non-blocking Layer 2 switching from day one.	
2.6	Switch shall have minimum 65.5 Mpps of forwarding rate (excluding stack ports) considering 64 byte packet size.	
3	<b>IEEE Standards</b>	
3.1	Should support IEEE Standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1Q, 802.3, 802.3u, 802.3ab	
4	<b>Quality of Service (QoS) requirements and Security Features</b>	
4.1	Shall have 802.1p class of service, IP differentiated service code point (DSCP) and IP precedence.	
4.2	Switch should support marking, classification, policing and shaping. Should support strict priority queuing.	
4.3	Switch should support port security like restricting input to an interface by limiting and identifying MAC addresses of the workstations that are allowed to access the port.	
4.4	Switch must support DHCP Snooping from day one.	
4.5	Dynamic ARP protection blocking ARP broadcasts from unauthorized hosts	
4.6	IP source guard to prevent IP spoofing attacks	
4.7	STP BPDU port protection to prevent forged BPDU attacks.	
4.8	STP Root Guard to protect the root bridge from malicious attacks or configuration mistakes.	
4.9	IPv6 First Hop Security or equivalent.	
4.10	Should support 802.1x authentication and accounting with Dynamic VLAN assignment.	
4.11	Switch must have inter VLAN routing and Static Route feature	
4.12	Switch should support IPv4 and IPv6 ACLs, VLAN, Port and Time based access list with time ranges from day one.	

4.13	Switch should support Port mirroring to duplicate port traffic (ingress and egress) to a local or remote monitoring port from day one.	
4.14	Switch should support Jumbo Frames up to 9K Bytes on all Ports from day one	
<b>5</b>	<b>System Management and Administration</b>	
5.1	Configuration and management through the CLI, GUI, console, Telnet and SSH	
5.2	Switch should support SSHv2 from day one.	
5.3	Switch should support SNMPv2c, SNMPv3 and Remote monitoring (RMON) from day one.	
5.4	Network Time Protocol(NTP) or equivalent support from day one.	
5.5	Switch should support AAA using RADIUS and TACACS+ from day one.	
5.6	Switch should support software upgrades and configuration backup & restore via TFTP or FTP.	
5.7	Switch shall have secure General VLAN Registration protocol (GVRP) or equivalent support to reduce administrative burden of configuring VLANs on multiple switches in turn eliminating the configuration errors & troubleshooting in secure manner.	
5.8	Switch shall have Internet Group Management Protocol (IGMP) Snooping for IPv4 and IPv6.	
5.9	Switch should support Multicast Listener Discovery (MLD) v1 and v2 Snooping	
5.10	IEEE 802.1 ab Link Layer Discovery Protocol (LLDP) support from day one.	
5.11	Switch shall have Per-port broadcast, multicast and unicast storm control.	
5.12	Switch Should maintain buffered system log and shall be able to send to central log server.	
5.13	Link Aggregation Control Protocol (LACP) or equivalent within a switch & across switches.	
5.14	Switch should support DHCP Server & Client and DHCP Relay from day one.	
5.15	The switch should be SDN ready from day one. Solution should support software-defined networking including OpenFlow 1.3 or other equivalent open alternatives.	
5.16	Each switch should have 1 (One) dedicated management port	
5.17	The stack should act as single manageable unit with single CLI access & IP address.	
<b>6</b>	<b>Regulatory Compliance</b>	
6.1	Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment.	
6.2	Switch shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.	
<b>7</b>	<b>Evaluation Compliance</b>	
7.1	Switch should be tested and certified for EAL 2/NDPP/NDcPP or above under Common Criteria Certification	
7.2	All Functionalities of the Switch shall be IPv6 compliant and it should work on IPv6 Platform from day one.	
<b>8</b>	<b>OEM Criteria</b>	
8.1	All the components including SFP should be from same OEM.	

A.	Access Switch-48 Port	Compliance (Yes/No)
S. No.	Generic Requirements	
1	<b>Architecture</b>	
1.1	Shall be 1 RU Rack Mountable	
1.2	Switch should have minimum 40 Gbps of stacking bandwidth with dedicated stacking ports (minimum 2 in each switch) and cables which should support minimum 8 switches in the stack.	
1.3	Switch should have wire-speed for all the packet sizes, non-blocking and distributed forwarding on all the ports.	
1.4	Switch should have hot swappable and field replaceable internal redundant power supply and FAN.	
1.5	Switch should have minimum 48 nos. 10/100/1000 Base-T ports.	
1.6	Minimum two no's of 10 Gbps OFC SFP+ Uplinks in each switch.	
1.7	Switch Stack should operate seamlessly during failure of a switch.	
1.8	<b>Additional requirement only for PoE Switch:</b> <b>Switch should have minimum 48 (Twenty Four) 10/100/1000 Base-T POE+ ports with minimum 720 watt of POE power.</b>	
2	<b>Performance Requirements</b>	
2.1	Switch shall have minimum 176 Gbps of Switching bandwidth including uplink and stacking bandwidth.	
2.2	Shall support minimum 32K MAC Addresses from day one.	
2.3	Shall support minimum 500 Active VLANs and 1,000 VLAN IDs from day one.	
2.4	The Switch should support line rate & non-blocking Layer 2 switching from day one.	
2.6	Switch shall have minimum 101 Mpps of forwarding rate (excluding stack ports) considering 64 byte packet size.	
3	<b>IEEE Standards</b>	
3.1	Should support IEEE Standards of Ethernet: IEEE 802.1D, 802.1s, 802.1w, 802.1x, 802.3ad, 802.3x, 802.1p, 802.1Q, 802.3, 802.3u, 802.3ab	
4	<b>Quality of Service (QoS) requirements and Security Features</b>	
4.1	Shall have 802.1p class of service, IP differentiated service code point (DSCP) and IP precedence.	
4.2	Switch should support marking, classification, policing and shaping. Should support strict priority queuing.	
4.3	Switch should support port security like restricting input to an interface by limiting and identifying MAC addresses of the workstations that are allowed to access the port.	
4.4	Switch must support DHCP Snooping from day one.	
4.5	Dynamic ARP protection blocking ARP broadcasts from unauthorized hosts	
4.6	IP source guard to prevent IP spoofing attacks	
4.7	STP BPDU port protection to prevent forged BPDU attacks.	
4.8	STP Root Guard to protect the root bridge from malicious attacks or configuration mistakes.	
4.9	IPv6 First Hop Security or equivalent.	
4.10	Should support 802.1x authentication and accounting with Dynamic VLAN assignment.	

4.11	Switch must have inter VLAN routing and Static Route feature	
4.12	Switch should support IPv4 and IPv6 ACLs, VLAN, Port and Time based access list with time ranges from day one.	
4.13	Switch should support Port mirroring to duplicate port traffic (ingress and egress) to a local or remote monitoring port from day one.	
4.14	Switch should support Jumbo Frames up to 9K Bytes on all Ports from day one	
<b>5</b>	<b>System Management and Administration</b>	
5.1	Configuration and management through the CLI, GUI, console, Telnet and SSH	
5.2	Switch should support SSHv2 from day one.	
5.3	Switch should support SNMPv2c, SNMPv3 and Remote monitoring (RMON) from day one.	
5.4	Network Time Protocol(NTP) or equivalent support from day one.	
5.5	Switch should support AAA using RADIUS and TACACS+ from day one.	
5.6	Switch should support software upgrades and configuration backup & restore via TFTP or FTP.	
5.7	Switch shall have secure General VLAN Registration protocol (GVRP) or equivalent support to reduce administrative burden of configuring VLANs on multiple switches in turn eliminating the configuration errors & troubleshooting in secure manner.	
5.8	Switch shall have Internet Group Management Protocol (IGMP) Snooping for IPv4 and IPv6.	
5.9	Switch should support Multicast Listener Discovery (MLD) v1 and v2 Snooping	
5.10	IEEE 802.1 ab Link Layer Discovery Protocol (LLDP) support from day one.	
5.11	Switch shall have Per-port broadcast, multicast and unicast storm control.	
5.12	Switch Should maintain buffered system log and shall be able to send to central log server.	
5.13	Link Aggregation Control Protocol (LACP) or equivalent within a switch & across switches.	
5.14	Switch should support DHCP Server & Client and DHCP Relay from day one.	
5.15	The switch should be SDN ready from day one. Solution should support software-defined networking including OpenFlow 1.3 or other equivalent open alternatives.	
5.16	Each switch should have 1 (One) dedicated management port	
5.17	The stack should act as single manageable unit with single CLI access & IP address.	
<b>6</b>	<b>Regulatory Compliance</b>	
6.1	Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment.	
6.2	Switch shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.	
<b>7</b>	<b>Evaluation Compliance</b>	
7.1	Switch should be tested and certified for EAL 2/NDPP/NDcPP or above under Common Criteria Certification	
7.2	All Functionalities of the Switch shall be IPv6 compliant and it should work on IPv6 Platform from day one.	
<b>8</b>	<b>OEM Criteria</b>	
8.1	All the components including SFP should be from same OEM.	

A.	<b>Aggregation Switch</b>	<b>Compliance (Yes/No)</b>
S. No.	<b>Generic Requirements</b>	
1	<b>Architecture</b>	
1.1	The Switch should support line rate & non-blocking Layer 2 switching and Layer 3 routing feature and performance set from day one.	
1.2	Switch should have hot swappable and field replaceable internal redundant power supply and FAN.	
1.3	Switch and SFP optics must be from the same OEM	
1.4	Switch should support the complete STACK of IPv4 and IPv6 services from day one.	
2	<b>Hardware and Interface minimum Requirement</b>	
2.1	Switch should have the minimum following interfaces:	
2.2	24 x 1G/10G SFP/SFP+ Multi Mode Fiber Interface and one management port.	
2.3	2 x 40 G Fiber Interface Support for Uplink from day one.	
2.4	Switch should support IEEE Link Aggregation and Ethernet Bonding functionality to group multiple ports for redundancy from day one.	
3	<b>Performance Requirement</b>	
3.1	The switch should support 64K IPv4 routes or above from day one.	
3.2	The switch should support hardware based load balancing at wire speed using LACP and multi chassis etherchannel/LAG from day one.	
3.3	Switch should support minimum 640 Gbps of switching capacity and 476 Mpps Throughput from day one.	
4	<b>Advance Features</b>	
4.1	Switch Should support Virtualization or stacking to act as logical Single Switch from day one.	
5	<b>Layer2 Features</b>	
5.1	Switch should support minimum 64,000 no. of MAC addresses from day one.	
5.2	Switch should support Jumbo Frames up to 9K Bytes on all Ports from day one.	
5.3	Support for broadcast, multicast and unknown unicast storm control to prevent degradation of switch performance from storm due to network attacks and vulnerabilities from day one.	
6	<b>Layer3 Features</b>	
6.1	Switch should support Policy Based Routing from day one.	
6.2	Switch should provide multicast traffic reachable using:	
	a. PIM-SM	
	b. PIM-SSM/Dense Mode	
	c. IGMP V.1, V.2 and V.3	
6.3	Switch should support Multicast routing from day one..	
6.4	Switch should support for BFD For Fast Failure Detection or equivalent from day one.	
6.5	Switch should have RIPV1/V2, OSPF, OSPFV3,PIM-SM VRRP or equivalent from day 1	
7	<b>Quality of Service</b>	
7.1	Switch should have a minimum buffer size of 12 MB	
8	<b>Security</b>	
8.1	Switch should support control plane i.e. processor and memory Protection from unnecessary or DoS traffic by control plane protection policy from day one.	

8.2	Switch should support for external database for AAA using:	
	a. TACACS+	
	b. RADIUS	
8.3	Switch should support for Role Based access control (RBAC) for restricting host level network access as per defined policy from day one.	
8.4	Switch should support MAC ACLs from day one.	
8.5	Should support ACLs using L2, L3 and L4 fields from day one.	
<b>9</b>	<b>Manageability</b>	
9.1	Switch should support for predefined and customized execution of script for device management for automatic and scheduled system status update for monitoring and management.	
9.2	Switch should support Real time Packet Capture using Wireshark or equivalent in real time for traffic analysis and fault finding from day one.	
9.3	All relevant licenses for all the above features and scale should be quoted along with switch from day one.	
9.4	Each switch should have 1 (One) dedicated management port	
<b>10</b>	<b>Regulatory Compliance</b>	
10.1	Switch shall conform to UL 60950 or IEC 60950 or CSA 60950 or EN 60950 Standards for Safety requirements of Information Technology Equipment.	
10.2	Switch shall conform to EN 55022 Class A/B or CISPR22 Class A/B or CE Class A/B or FCC Class A/B Standards for EMC (Electro Magnetic Compatibility) requirements.	
<b>11</b>	<b>Evaluation Compliance</b>	
11.1	Switch / Switch's Operating System should be tested and certified for EAL 2/NDPP/NDcPP or above under Common Criteria Certification	
11.2	All Functionalities of the Switch shall be IPv6 compliant and it should work on IPv6 Platform.	
<b>12</b>	<b>OEM Criteria</b>	
12.1	All the components including SFPs should be from same OEM.	

S.N.	Wireless Controller	Compliance (Yes/No)
1	WLAN Controller should have minimum 4 nos. of 1 Gbps or higher Ethernet Ports and minimum one out-of-band management port.	
2	Each Controller should be ready for supporting the 50 AP's from day one with scalability for 100 AP support in future with single hardware. Each controller (primary and Redundant) should support seamless roaming access over L2/L3 network.	
3	Redundancy Features: Controller Must provide Active: Active with 1+1 and N+1 redundancy. The controllers will be implemented in HA mode.	
4	The controller failover shall not cause client connection drop and re- association The redundant controller shall sync Access Point and Client Status.	
5	Each Controller must support 1000 concurrent devices from day one.	
6	Controller should provide air-time fairness between these different speed clients – slower clients should not be starved by the faster clients and faster clients should not adversely affected by slower clients.	
7	System should provide real-time charts showing interference on a per-radio, per channel basis	
8	Ability to map SSID to VLAN and dynamic VLAN support for same SSID.	
9	Support automatic channel selection for interference avoidance.	
10	Wireless standards 802.11 a, b, g, n and 802.11ac Wave-1 and wave-2 shall be supported.	
11	The system should allow authenticated client devices to roam across the access points. The controller shall support Inter-Controller Wireless Roaming standards 802.11k/802.11r	
12	Access points can discover controllers on the same L2 domain without requiring any configuration on the access point	
13	Wireless Controller shall provide DHCP services to clients. Access points can automatically discover controllers across Layer-3 network through DHCP or DNS option	
14	Controller should support following for security & Authentication:	
a	WIRELESS SECURITY: WEP, WPA-TKIP, WPA2-AES, 802.11i	
b	AUTHENTICATION : 802.1X, local database	
15	System should provide protection form DoS attacks and Intrusion Detection & Prevention and Control for any Rouge Access Points, Wireless bridge and Ad-hoc network.	
16	The AP should be able to scan for rogue access points and the controller should be able to locate them on a floor map. The controller should be able to send a notification to the administrator when a rogue AP has been detected.	
17	Time synchronization using Network time protocol must be available.	
18	The system shall have feature of backing up the configuration & restoring a backed-up configuration.	
19	Controller should support CAPWAP/LWAPP protocol IPSEC/GRE or equivalent	
20	System must be able to provide L2/L3/L4 Access Control.	
21	Controller should support L2 Client Isolation so User cannot access each other's devices. Isolation should have option to apply on AP or SSID's	

22	Controller should support Access Control based on Identity/Role/ Device/Time or Application.	
23	IPv4 & IPv6 support from Day one.	
24	Controller should be EN 609501 , CISPR 22 Class A, EN 55022/EN55024 and EAL2 or equivalent certified.	
25	Controller should have integrated or External AAA server and also support integration with Microsoft AD, LDAP and Linux based open source AAA servers.	
26	The proposed architecture should be based on controller based Architecture with thick AP deployment. While encryption / decryption of 802.11 packets should be able to perform at the AP.	
27	The Controller should support OS/Device finger printing and device type based policies i.e. allow or deny, Bandwidth rate limit, VLAN mapping.	
28	ToS (Type of Service) marking and 802.1p priority tagging should be available. QOS policies based on user/device/application should be supported.	
29	The controller shall be manageable using CLI, Telnet/SSH, HTTP based GUI and SNMPv2/v3.	
30	The controller should be able to present a customizable dashboard with information on the status of the WLAN network. Syslog shall be supported and available for log management.	
31	The controller/System should be able to raise critical alarms by sending an email.	
32	Self-healing (on detection of RF interference or loss of RF coverage) and vendor should provide their Interference mitigation techniques for same Domain interference (interference from AP's connected to same Controller) and from other AP's and 2.4Ghz devices (Microwave's, Radio's etc.)	
33	Controller should support Hotspot features like WiSPR, Passpoint etc.	
34	Per SSID or dynamic Per user bandwidth Rate Limiting	
35	Dynamic RF management that provides the capability to pause channel scanning / adjust RF scanning intervals based on application and load presence	
36	Capability to provide preferred access for "fast" clients over "slow" clients (11n vs. 11g) in order to improve overall network performance	
37	System must support Band Steering where 5 Ghz clients are forced to connect over 5Ghz Radio to provide better load balancing among 2.4Ghz and 5Ghz Radios from day one.	
38	Support advanced multicast features and WMM support to provide best performance on Video applications.	
39	The controller should provide a Guest Login portal in order to authenticate users that are not part of the organization.	
40	The Controller should be able to provide a web-based application that allows non-technical staff to create Guest accounts with validity for fixed duration like hours or days.	
41	Controller/integrated System should be able to send password directly through Email and SMS to the user.	
42	Controller/Integrated System should be able to generate password for single user, multiple users or single user multiple devices.	
43	All the specified features/parameters/certifications must be available on the Technical Bid opening date. Features /parameters /certifications proposed to be available in near future / on roadmap shall not be considered.	
44	All the licenses required to implement the features specified in this document shall be provided on Perpetual basis.	

NAC			
S.N.	Item	Required Parameter	Compliance (Yes/No)
A	<b>General</b>		
A1	IPV6 Compliance	All Functionalities of the system shall be IPv6 compliant and it should work on IPv6 Platform without any additional hardware/ software.	
A2	End of sale	OEM End-of-sale declaration shall not have been released for the quoted model at the time of delivery.	
A3	Latest OS version	The system shall be supplied with the latest OS version.	
A4	Feature Availability	All the specified features/parameters/certifications must be available on the Technical Bid opening date. Features /parameters /certifications proposed to be available in near future / on roadmap shall not be considered.	
B	<b>Hardware ,Licenses</b>		
	Hardware	NAC must be an appliance and OS must be hardcoded on it.	
B1	Form Factor	1U/2U Rack Mountable	
B2	Licenses	NAC must be able handle 1000 concurrent connections from Day one.	
B3	Interface	NAC must be capable of Console based or Web-based, interface that includes several productivity tools such as a configuration wizard and preconfigured policy templates.	
B4	Equipment Support	NAC must support any type of networking equipment (wired, wireless, VPN, telecom or any other in the definition of networking device) and a variety of authentication methods (IEEE802.1X, MAC auth, Web auth).	
C	<b>FUNCTIONALITY AND POLICY</b>		
C1	Functionality	NAC must provide a complete set of tools for reporting, analysis, and troubleshooting. Data from access transactions can be organized by customizable data elements and used to generate graphs, tables, and reports. Must correlate and organize user, authentication, and device information together.	
		NAC must have fully integrated support for Microsoft Network Access Protection ( NAP ) allowing health and posture checks on Windows endpoints, with/without the need to install an agent.	
		The solution must gather granular information about the endpoint device, perform advanced health checks on Windows platforms (services, processes, peer-to-peer apps, registry keys, Windows Hot fixes, patch management agents), and perform standard health checks on Linux and Mac platforms (Anti-virus, Anti-spyware, Firewall).	
C2	Policy	NAC must be an easy-to-deploy appliance platform that utilizes identity based policies to secure network access and includes an integrated set of capabilities bundled under one policy platform:	
		1. Full AAA server – RADIUS and TACACS+	
		2. Device Profiling	
		3. Web based management interface with Dashboard	
		4. Reporting and analysis with custom data filters	
		5. Data repository for user( internal / external), device, transaction information	
		6. Rich policies using identity, device, health, or conditional elements	
		7. NAC must have the Authentication or authorization support for LDAP (Light Weight Directory Access Protocol), AD (Active Directory) compliant database.	
D	<b>IDENTIFICATION AND ACCESS</b>		
D1	Device Identification	NAC must support multiple methods for device identification and profiling such as:	
		1. Integrated, network based, device profiler utilizing collection via SNMP, DHCP, HTTP, AD, ActiveSync	

		2. Endpoint audit via NESSUS or NMAP scanning	
D2	Guest Access	NAC must provide sponsored and self-provisioned Guest Access.	
		NAC must support custom branding for IOCL.	
		NAC must support to send automated SMS or email credentials to the Guest User.	
		NAC must provide setting Account Details including Time Frame, etc. Once account timeframe expires the User Account becomes inactive automatically.	
		NAC must manage the individual guest credentials in a either share or partitioned database.	
		NAC must support Sponsored approval workflow for IOCL Employee /Guest self-registration where open SSID registration can be protected by requiring internal staff to approve the creation of guest account.	
		NAC must prevent employees from accessing the guest network on the corporate laptop/BYOD Devices.	
		NAC must support policy model that support incorporation of several contextual elements including identity, endpoint health, device authentication method & types, and conditions such as location, time, day, etc.	
		NAC must support appropriate enforcement methods for Change of Authorization (COA).	
		NAC should identify users, applications and devices (like Laptop / BYOD ) and user access-privileges should be based on user ID ( bidder have option to provide this feature as add on component).	

SL No	Wireless Access Point	Compliance (Yes/No)
1	Form Factor : Wall /Ceiling mountable AP with Mounting kit.	
2	The Access Point should have 2 auto MDX, auto-sensing 10/100/1000 Mbps RJ-45, with POE support on one port, and one USB port.	
3	The APs should support the IEEE 802.11a, 802.11b, 802.11g , 802.11n & 802.11ac Wave2 standards. It should support minimum 3 MU-MIMO clients simultaneously.	
4	The AP must support Dual Band Concurrent Operation :- 2.4GHz and 5GHz from day one.	
5	Should support 3 spatial streams on both radio bands for an aggregate capacity of 1.75 Gbps including 450Mbps on 2.4Ghz.	
6	Access Point shall support self-healing on detection of RF interference or loss of RF Coverage and should have RF management features to load balance clients across RF channels and access points.	
7	The AP shall have a Minimum Rx Sensitivity of -90 dBm.	
8	The access points should be centrally managed. In some small isolated environments the AP should be able to function as a full-fledged stand-alone access point without the requirement of a controller.	
9	Security mechanisms should be in place to protect the communication between the Access Point controller and the Access Points.	
10	Since most radio interference come from the WLAN network itself the vendor should specify what mechanisms such as beam steering/ adaptive antenna technology/ beamforming are available in combination to focus the energy on the destination STA and minimize radio interference with the surrounding of the AP. The vendor should specify if the activation of such feature is still compatible with 802.11n spatial multiplexing.	
11	Since the WLAN network will be using an unlicensed band the solution should have mechanisms that reduce the impact of interference generated by other radio equipment operating in the same band. Describe techniques supported.	
12	The access point should be able to detect clients that have dual band capability and automatically steer those client to use the 5GHz band instead of the 2.4GHz band.	
13	Two Omni directional antennas to be dual band and should be integrated inside the access point enclosure to minimize damage and create a low profile unit that does not stand out visually.	
14	The access point should support 802.1q VLAN tagging from day one.	
15	The access point should support WPA2 enterprise authentication and AES/CCMP encryption. AP should support Authentication via 802.1X and Active Directory from day one.	
16	Implement Wi-Fi alliance standards WMM, 802.11ac, 802.11n, 802.11d, 802.11h and 802.11e	
17	The Access Point should provide for concurrent support for high definition IP Video, Voice and Data application without needing any configuration. This feature should be demonstrable.	
18	Support RF auto-channel selection by the following three methods: a) measuring energy levels on the channel; b) monitoring for 802.11 signal structures and; (c) detecting radar pulses. Other similar forms of smart selection shall also be accepted.	
19	Channel selection based on measuring throughput capacity in real time and switching to another channel should the capacity fall below the statistical average of all channels without using background scanning as a method.	
20	AP should provide minimum 21 dBm Radio output power for 2.4Ghz and 5Ghz both. (EIRP should be limited as per govt regulation for indoor AP's).	
21	Should support Transmit power tuning in 1dB increments in order to reduce interference and RF hazards	
22	Device antenna gain (integrated) must be at least 3dBi and should provide automatic interference rejection.	
23	Should support upto 16 BSSIDs per AP for multiple differentiated user services (e.g. voice).	
24	Should support minimum upto 200 concurrent clients per AP from day one.	
25	Should support IPv4 and IPv6 functionalities from day one.	
26	The access point should support following security mechanism: WEP, WPA-PSK, WPA-TKIP, WPA2 AES, 802.11i.	
27	System should support Authentication via 802.1X, local authentication database, support for RADIUS and Active Directory.	
28	Mechanism for physical device locking using padlock /Kensington lock / equivalent	
29	Operating Temperature: 0°C to 40°C, Operating Humidity: upto 95% non-condensing.	
30	Should be UL 2043 plenum rated and comply to WEEE/RoHS.	
31	Should be EN 60601-1-2 Medical compliant	
32	Should be WPC approved; ETA certificate to be enclosed	
33	All the specified features/parameters/certifications must be available on the Technical Bid opening date. Features /parameters /certifications proposed to be available in near future / on roadmap shall not be considered.	
34	All the licenses required to implement the features specified in this document shall be provided on Perpetual basis.	

Sl. No.	Network Racks	Compliance (Yes/No)
1	Colour : Black	
2	Minimum 42U SmartRack 2-Post Open Frame Modular Rack with Base Stand with Hole for Floor Anchoring	
3	Conforms to DIN 41494 and EIA 310 standards	
4	Minimum 2 Power Distribution Unit (PDU) with 8 power outlets (5A/15A) in each PDU.	
5	Black aluminum with 12-24 threaded and numbered vertical mounting holes/rails.	
6	Vertical cable channel fitted both sides of the Rack	
7	Rack assembly must be having One Nos Stationery Shell/Tray for keeping console Monitor/Laptop	
8	Easy of assembling by high quality fasteners.	
9	Should be of Heavy Duty Aluminum construction for High-strength & lightweight.	
10	Should be Powder Coated or anodized provide a uniform appearance and protection against aluminum oxidation corrosion	
11	Fully recessible 19" equipment mounting angle	
12	Integrated Keyhole Mounting Tabs	
13	All rack hardware like rails and rack mounting kits required for installation of Switches/Routers to be supplied by the vendor.	
14	All Accessories e.g. Cable Organisers, Power Distribution Units, Shelves, Rack Ground Kit, Cable Runways, Extended Leg / Castors ,Earth Mounting Kit to be supplied by the Bidder.	
15	Supports minimum 500 KG of weight of rackmount equipment	

## **SCOPE OF WORK**

### **1.1 Scope of Work**

- a. The overall job shall be to Supply, Install, Configure, Integrate and Test all items as per BoQ and Technical Specifications of the RFP.
- b. The job will be carried out at the following site :
 

Corporate Digital Technology Center (CDTC)  
Indian Oil Corporation Limited  
83, Institutional Area, Sector-18, IIPM Complex, Gurugram-122001
- c. Following are the floor wise requirement of Switches:

Access Switches					
Sr. No.	Location	Type of Switch	No. of Non-PoE Switches	No. of PoE Switches	Type of Rack Required
1	Ground Floor	48-Port	1	1	42U
2	Ground Floor	24-Port	4	0	
3	1 <sup>st</sup> Floor	48-Port	6	1	42U
4	2 <sup>nd</sup> Floor	48-Port	4	1	42U
5	3 <sup>rd</sup> Floor	24-Port	1	1	42U
Aggregation Switches					
6	Ground Floor	24-Port	2	0	-

- d. These Floor Access Switches shall be placed at the designated network room of the respective floor.
- e. Two numbers of 24 port LAN Aggregation Switches are required in HA mode which shall be connected to all the Floor Access Switches. These LAN Aggregation Switches shall be placed in the Data Center located on Ground floor of CDTC building.
- f. Out of the 6 non-PoE switches on 1<sup>st</sup> floor, one 48 Ports Switch shall be placed at first floor network room and the management port of all the individual floor switches including aggregation switches shall be connected to this switch.
- g. All supplied LAN switches shall be of the same OEM.
- h. Jack Panels and Patch cords shall be provided by the successful bidder and punching of cable at Jack panel shall also be part of the scope of work. The make of Jack Panels and Patch Cords has to be Systimax only.
- i. Bidder has to kept provision of providing separate color of IO Points in Jack Panel and respective Patch Cable for identified different kind of connectivity requirement mainly for IP Phone (~50 Nos), Wireless Access Point (~50 Nos) and rest all for Data Network.
- j. Floor LAN Cabling from faceplate (I/O Point) up to the floor wise network room of each floor shall be outside the scope of the work.
- k. Power supply points shall be provided by IOCL. However, successful bidder has to verify proper power condition e.g. earthing etc. before connecting the devices.
- l. Civil Work required for cable laying e.g. digging and trenching shall be outside the Scope of work.
- m. Multimode OM3 6-Core Fiber armored cable shall be provided by IOCL but all the Fiber Cable laying through proper cylindrical PVC conduit shall be under the scope of successful bidder.

- n. The successful bidder shall properly dress and label the cables in the network rack. All accessories for dressing and labelling shall be provided by successful bidder at no extra cost.
- o. It is required to create a stack of Switches at each floor. Two LAN points are provided at each workstation. Hence these two LAN points of each workstation shall be terminated at two different stacked switches at each floor.
- p. Floor wise stack of Switches will be populated with two uplink OFC modules in different switches and the same shall be connected to Aggregation Switches using two separate 10G 6-core Multi-Mode OM3 Optical Fiber cable.
- q. LAN Aggregation Switches need to be connected to existing Core Switches located in CBTC (Corporate Business Technology Center) Data Center through eight numbers of 6-core Multi-Mode Fiber along with additional 6 core Multi-Mode OM3 Fiber for Management Network connectivity by the successful bidder.
- r. LIUs including all pigtails for the termination of OFC need to be provided by the successful bidder for connecting switches through fiber cables.
- s. The successful bidder shall integrate supplied switches with existing LAN setup of COIS Gurugram, IOCL. The integration activity would include, but not limited to, VLAN configuration, port configuration, inter-VLAN routing, port security, etc. as deemed necessary.
- t. The successful bidder should take adequate care at the time of installation and should not cause any damage to IOCL property. If any such damage is caused, then the successful bidder shall repair/replace it and the cost of repairing will be borne by the successful bidder.
- u. The supplied switches would be under three (3) years comprehensive Next Business Day (NBD) warranty from the OEM. The warranty from OEM should be in the name of IOCL. This would be one of the prerequisite for release of payment.
- v. All the Passive Components would be under One Year comprehensive Next Business Day (NBD) maintenance and support warranty from the Successful Bidder.
- w. The warranty shall include Technical Assistance Center (TAC) support for remote assistance for resolution of problems and assistance for firmware upgrades and SLAs as specified in the tender.
- x. The warranty will start from the date of acceptance of the supplied equipment duly certified by IOCL.
- y. The successful bidder shall submit a call escalation matrix having contact name, designation, mobile number and e-mail addresses for each level.
- z. The successful bidder shall provide all software/firmware/OS updates of installed equipment at no additional cost during warranty period. The firmware/software/OS installed in the switches should be of latest version.
- aa. Provision of thirty (30) numbers of Wi-Fi Access Points (WAP) distributed across all the floors of CDTC as well as at CBTC building with 2(Two) numbers of Wireless Controllers (WLC) in redundant mode which is required to control and manage Wi-Fi connectivity at all floors including Cafeteria located on 3rd Floor of CDTC.
- bb. Wi-Fi access points shall be distributed across the existing adjacent building named CBTC as well as new CDTC building so that both the building gets covered with good signal strength including cafeteria and basement Area. Actual WAP requirement may vary at the time of implementation depending upon the feasibility study for having proper Wi-Fi Signal at every location. Payment for the WAPs will be made on the basis of actual number of WAPs deployed to meet the required Wi-Fi solution.

- cc. The requirements specified in the tender documents are minimum that the successful bidder has to provide. Anything extra required, which is not mentioned specifically in the tender documents for meeting the scope of work, has to be provided by the successful bidder at no extra cost.
- dd. Product Documentation and cabling layout plan shall be provided by the successful bidder.
- ee. Penta Scanning of UTP Cable and Fiber OTDR Testing report shall also be submitted by the successful bidder.
- ff. Successful Vendor has to facilitate in obtaining Cabling Certification from Cable OEM. IOCL will provide all the necessary documents to the bidder for enabling the bidder to obtain above mentioned certificate.
- gg. Integration including configuration of the NAC as per the IOC requirement with wired & wireless devices has to be done by the successful bidder.
- hh. All relevant licenses shall be perpetual in nature and shall be in the name of Indian Oil Corporation Ltd.



IndianOil

IndianOil Corporation Limited

Corporate Office

Corporate Information Systems Department, Gurgaon

## 1. PAYMENT TERMS

- 1.1. Payment for supply of equipment: 100% of the equipment cost will be paid after complete delivery of goods in good condition, installation, integration, and testing, commissioning and final acceptance by engineer-in-charge as per the defined scope of work and specification subject to submission and verification of performance Bank Guarantee (PBG) of an amount equivalent to 10% of the PO value and submission of following documents duly signed by IOC against:
  - 1.1.1. Delivery,
  - 1.1.2. Installation,
  - 1.1.3. Configuration,
  - 1.1.4. Integration,
  - 1.1.5. Successful Testing, and;
  - 1.1.6. Submission of document(s) for Three-year comprehensive onsite warranty from the OEM in the name of IOCL.
- 1.2. Warranty Support cost (including all applicable taxes) shall be paid in 12 equal instalments during three-year warranty period after completion of every quarter and deduction of applicable penalty (if any).
- 1.3. The PBG shall be valid for a period of Thirty-Nine months from the date of start of warranty. PBG shall be strictly as per IOCL format provided in GPC.
- 1.4. If the successful bidder does not submit PBG as mentioned above, 10% of the total Purchase Order value shall be retained till the required BG is submitted or till the completion of defect liability period, whichever is earlier.
- 1.5. Penalty Clause for delay in problem resolution during warranty period - The successful bidder shall resolve the call logged against Switches & Wireless Equipment including NAC within 24 hours of reporting. In case of intervening IOC holiday(s), the resolution time period shall be considered excluding IOCL holiday(s). However, if the successful bidder fails to resolve the call within 24 hours (excluding IOCL holiday(s)) then the call resolution period shall be considered from the time of reporting the issue (including IOCL holiday(s)) and penalty shall be applicable as mentioned in table below:: :

S.no	Resolution Time	Penalty	Remarks
1	0 – 24 hours	NIL	
2	More than 24 hours – less than 48 hours	0.1% of the total purchase order value including applicable taxes.	
3	More than 48 hours – less than 72 hours	0.2% of the total purchase order value including applicable taxes.	
For every 24 hours beyond 72 hours, the penalty rate would keep on increasing by 0.1% of the total purchase order value including applicable taxes.			

- 1.6. The amount of price discount would be recovered from quarterly warranty charges from the successful bidder. If the amount of price discount is greater than the quarterly charges, then the successful bidder would need to deposit the differential price discount amount on demand from IOCL. Failing which, IOCL reserves the right to invoke the PBG to recover the price discount amount.
- 1.7. If the PBG is invoked by IOC, the successful bidder shall submit a new PBG of same amount valid for the remaining validity period of the invoked BG and strictly as per same format.

## 2. SPECIAL CONDITIONS OF CONTRACT

- 2.1. The bidder shall submit all the necessary technical documents/brochures etc. for the quoted equipment along with the offer.

*Corporate Information Systems Department, Gurgaon*

- 2.2. The bidder must have its registered office in India. Documentary evidence to establish existence of permanent service base/setup of OEM in India for after sales support has to be submitted along with the bid.
- 2.3. The bidder may perform site assessment by visiting the site within due date of bid submission. In case any bidder is not doing site survey but participates in the tender, the bidder shall be deemed to have visited the site and familiarized himself/herself thoroughly with the working conditions at the work site and obtained all information that may be necessary for preparing their offer/bid and entering into the contract. Non-familiarity with the site conditions will not be considered a reason either for extra claims or for not carrying out the work in conformity with the specifications/tender conditions.
- 2.4. Indicative Delivery & Execution Period: Successful Bidder should complete the job in all respects as per the scope of work within 10 (ten) weeks from the date of PO.
- 2.5. General Purchase Conditions: The scope of work shall be applicable in conjunction with the General Purchase Conditions (GPC) of IOCL.
- 2.6. Commencement of the job

Successful bidder has to get the site readiness clearance from IOCL prior to executing the job.

## **UNDERTAKING BY THE TENDERER(S)**

NAME OF WORK:

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

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

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

We \_\_\_\_\_ (Name of the Tenderer) hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all corrigendum/addendum issued, if any. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum, if any and minutes of the pre-bid meeting. In the event our offer is found acceptable and contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

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

Name of Tenderer(s)

Date : \_\_/\_\_/\_\_\_\_\_

Place :

Seal & Signature of Tenderer

**NOTE:**

This declaration should be signed by the Tenderer's authorized representative on COMPANY LETTERHEAD who is signing the Bid and scanned copy to be uploaded.

## **Tender Conditions for Benefits / Preference for Micro & Small Enterprises (MSEs)**

I. As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must be registered with any of the following in order to avail the benefits/preference available vide Public Procurement Policy MSEs Order, 2012.

- a) District Industries Centers (DIC)
- b) Khadi and Village Industries Commission (KVIC)
- c) Khadi and Village Industries Board
- d) Coir Board
- e) National Small Industries Corporation (NSIC)
- f) Directorate of Handicraft and Handloom
- g) Any other body specified by Ministry of MSME

II. MSEs participating in the tender must submit the certificate of registration with any one of the above agencies indicating the details of the particular tendered item along with their bid.

III. The registration certificate issued from any one of the above agencies must be valid as on close date of the tender. The successful bidder should ensure that the same is valid till the end of the contract period.

IV. The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption/preference.

V. The MSEs registered with above mentioned agencies/bodies are exempted from payment of Earnest Money Deposit(EMD).

VI. Price Preference – Subject to meeting terms and conditions stated in the tender document including but not limiting to prequalification criteria, twenty percent of the total quantity of the tender is earmarked for MSEs registered with above mentioned agencies/bodies for the tendered item. Where the tendered quantity can be split, MSEs quoting a price within a price band of L1 + 15 percent shall be allowed to supply up to 20 percent of total tendered quantity provided they match L1 price. In case the tendered quantity cannot be split, MSE shall be allowed to supply total tendered quantity provided their quoted price is within a price band of L1 + 15 percent and they match the L1 price. In case of more than one such MSEs are in the price band of L1 + 15% and matches the L1 price, the supply may be shared proportionately.

VII. Out of the twenty percent target of annual procurement from micro and small enterprises four percent shall be earmarked for procurement from micro and small enterprises owned by Scheduled Caste & Scheduled Tribe entrepreneurs. In the event of failure of such MSEs to participate in the tender process or meet the tender requirements and L1 price four percent sub-target so earmarked shall be met from other MSEs.

VIII. To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to certificate of registration with any one of the agencies mentioned in paragraph (I) above. The bidder shall be responsible to furnish necessary documentary evidence for enabling IOCL to ascertain that the MSE is owned by SC/ST. MSE owned by SC/ST is defined as :

- a) In case of proprietary MSE, proprietor(s) shall be SC /ST
- b) In case of partnership MSE, The SC/ST partners shall be holding at least 51% shares in the enterprise.
- c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

## **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 otherwise 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:
- 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
  - If the tenderer withdraws their bid after the Tender is opened.
  - 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, tsunami, 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.

Documents	IOCL (Office that issued the PO)	IOCL (Port Office)	IOCL (Project Site)
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:

Dy. General Manager (Materials)                          Phone                          Fax  
[Office issuing the Purchase  
Order]

Dy. General Manager (Projects)                          Phone                          Fax  
[Site address]

Dy. General Manager                          Phone                          Fax  
IOCL [ concerned Port office]                          [Concerned Office Address]

(For imports)

With copies to the following in case a Procurement Co-ordinator or Project Management Consultant is involved:

- (i) Resident Construction Manager      Phone                          Fax  
[Site address]
- (ii) Dy. General Manager (Inspection)      of      the      Procurement Co-ordinator/Project Management Consultant.

### **33.0 PART ORDER/REPEAT ORDER**

The Vendor hereby agrees to accept part order at unit prices without limitation and also agrees in case of bulk consumables to accept repeat order(s) during a period of 6 (six) months from the date of original Purchase Order at the same unit price(s) and on the same terms and conditions.

### **34.0 ARBITRATION AND GOVERNING LAW**

- 34.1 Arbitration: All disputes or differences which may arise out of or in connection with the Contract including any dispute or difference regarding the interpretation of the terms and conditions of any clause thereof which cannot be amicably resolved between the parties may be referred to Arbitration.

The Vendor may select one person out of a panel of three persons nominated by IOCL who shall act as the sole arbitrator.

The Arbitration proceedings shall be governed by and conducted in accordance with the Arbitration and Conciliation Act, 1996 as amended from time to time. The seat of the arbitration shall be New Delhi, India. However, with the consent of IOCL and the Vendor, the arbitrator may agree upon any venue at London or Singapore.

Laws of India only would be applicable.

- 34.2 Arbitration in case of order on Indian CPSE shall be governed by the prevailing guidelines of Department of Public Enterprises (DPE).

### **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 anywise 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 interalia 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 a Demand Draft or Bankers Pay Order for the Earnest Money.

We \_\_\_\_\_ (Name of Bank), a Bank constituted/Registered under the \_\_\_\_\_ Act, having our Head Office/Registered Office at \_\_\_\_\_ [Address] \_\_\_\_\_ (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 DOTH 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 any other communication may be made, given and/or transmitted by the Corporation to the Bank either by post or by fax. If transmitted by fax, the transmission shall be

complete and shall be deemed to have been acknowledged as soon as the "OK" facsimile transmission report for the fax message has been received.

4. Notwithstanding anything contained herein:

- 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.

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 10% (ten 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] (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 [ place ] 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 otherwise 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 anywise 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 contained herein:
  - 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 the midnight of \_\_\_\_\_ 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

Yours faithfully,  
Signature)

NAME & DESIGNATION

NAME OF THE BANK

NOTES :

1. The Performance Bank Guarantee 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  
(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] (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 [place] 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 otherwise 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 ContPraacgt eo3r 6thoef F44ree 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 anywise 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 contained herein:
  - 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.

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] (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 [place] 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 otherwise 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 anywise 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 contained herein:
  - 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.

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

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 \_\_\_\_\_ Bank \_\_\_\_\_ a  
Bank incorporated/constituted under the laws of \_\_\_\_\_ and  
having its registered/principal office at \_\_\_\_\_ (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 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 midnight 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 contained herein:
  - a. The Bank's liability under this Guarantee/Undertaking shall not exceed Currency..... (Currency..... only),
  - b. This Guarantee/Undertaking shall remain in force upto..... 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..... or the date of expiry of any extension(s) thereof if this Guarantee/Undertaking has been extended.

- viii. 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 \_\_\_\_\_

NOTE

1. This Guarantee/Undertaking is not to be witnessed.
2. This Guarantee is required to be stamped as an agreement according to the stamp duty act.
3. This Guarantee is required to be sent by Vendor's Bankers directly to the IOCL.

# Guidelines on Personal Protective Equipment (PPE)

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# Guidelines on Personal Protective Equipment (PPE)

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7	a) Road work. b) Reinforcement c) Concreting	<ul style="list-style-type: none"> <li>• Helmet (B)</li> <li>• Gum Boot</li> <li>• Goggles</li> <li>• Gloves ( Two Alternatives)</li> </ul>	33-34
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# Guidelines on Personal Protective Equipment (PPE)

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13	Product pump house operation	<ul style="list-style-type: none"> <li>Helmet (B)</li> <li>Safety Shoe (A)</li> <li>Goggles</li> <li>Gloves ( Two Alternatives)</li> </ul>	48-19
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- 1) Additional PPE to be provided for various activities as per requirement of Job Safety Analysis (JSA), OISD and Statutory stipulations.
- 2) Training inputs as required to be given for proper usage, maintenance of PPE.
- 3) Various EN Standards / BIS codes mentioned are available on line on IOCL CO, HSE website.

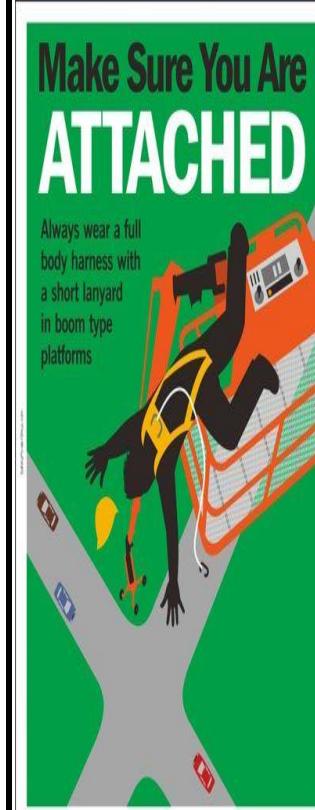
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*Issued in May 2017*

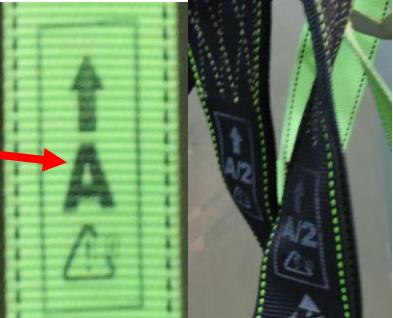
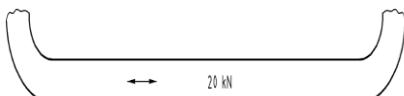
# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
1	Work at Height ( height > 2 M) Contd...	<p>I) Safety Shoe (A)</p>  <p>A Typical specimen of marking.</p>  <p>Category of Safety Shoe</p> <p>Category of Safety shoe (S1,S2,S3 etc) as required as per Table 16 of IS 15298 (part 2) : 2011</p> <p>S1 : Closed seat region, Antistatic properties , Energy absorption of seat region</p> <p>S2 : S1 plus Water penetration and water absorption.</p> <p>S3 : S2 plus Penetration resistance (S3) Cleated outsole</p>	<p>The safety shoe shall have following marking as per IS 15298 ( part -2) :</p> <ul style="list-style-type: none"> <li>a) size;</li> <li>b) manufacturer's identification mark;</li> <li>c) Year of manufacture and at least quarter;</li> <li>d) License No ( CM/L)</li> <li>e) IS Mark</li> </ul> <p>Category of Safety Shoe</p> <p>Category of Safety shoe (S1,S2,S3 etc) as required as per Table 16 of IS 15298 (part 2) : 2011</p> <p>S1 : Closed seat region, Antistatic properties , Energy absorption of seat region</p> <p>S2 : S1 plus Water penetration and water absorption.</p> <p>S3 : S2 plus Penetration resistance (S3) Cleated outsole</p>	<ul style="list-style-type: none"> <li>• Striking against stationary object.</li> <li>• Striking by moving object</li> <li>• Stepping on hot object</li> <li>• Stepping on sharp object</li> <li>• Penetration (S3 category)</li> <li>• Water penetration and absorption. (S2 &amp; S3 category)</li> </ul>	<ul style="list-style-type: none"> <li>• Not suitable for hazards like Chemical burns , electrical flash, welding spark and heat radiation</li> <li>• Not suitable if it is necessary to minimise electrostatic charges in the shortest possible time .</li> <li>• Not suitable for work in explosive work area.</li> </ul>		<ul style="list-style-type: none"> <li>• Exceeding one year from the date of first use of the shoe .</li> <li>• sign of crack / damage .</li> <li>• Excessive wear</li> <li>• As per Manufactures recommendations.</li> </ul>

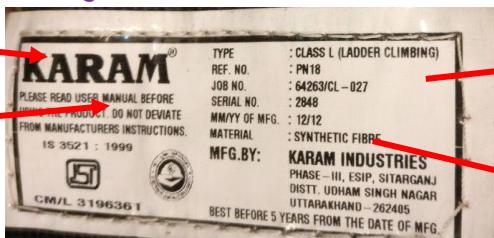
# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	Work at Height (height > 2 M) <b>Contd...</b>	<b>II) Full body Safety Harness with energy absorber : ( Alternative -I)</b> <ul style="list-style-type: none"> <li>Lanyard along with 5 Point ( 1 Dorsal + 2 Textile loops+ 2 sternal D ring) harness to be used for rescue or tower climbing</li> </ul>  <p><b>The ABC's of Fall Protection</b></p>  <p><b>1.</b> The full body harness shall conform to EN 361 Marking on the full body harness shall conform to 2.2 of EN 365:1992 and any text shall be in English. In addition to conforming to 2.2 of EN 365:1992 the marking shall include the following.</p> <ul style="list-style-type: none"> <li>On the full body harness, a pictogram to indicate that users shall read the information supplied by the manufacturer.</li> </ul>  <p><b>2.</b> Connector shall conform to EN 362 and Marking on the connector shall conform to EN 365. The marking shall include:</p> <ul style="list-style-type: none"> <li>The model/type identification mark of the connector.</li> <li>EN number &amp; the letter of the class e.g. EN 362:2004/A</li> </ul>	Accidental fall <ul style="list-style-type: none"> <li>Direct the loads to legs.</li> <li>Keeping body upright.</li> <li>Prevent the neck damage</li> <li>slightly opens the breathing way.</li> <li>Prevents from colliding with the ground or structure in case of a fall.</li> <li>Antistatic characteristics</li> </ul>	<ul style="list-style-type: none"> <li>Shall be of no use if anchor point / life line / lanyard is not properly designed.</li> <li>There should be proper arrangement for rescue</li> <li>After accidental fall &amp; before safety harness becoming effective, the person should not strike ground / object. (Prevent risk of bottoming out)</li> </ul> <p>SAFETY BELT NOT TO BE USED</p>		<ul style="list-style-type: none"> <li>Sign of crack / damage/ stitching giving way</li> <li>Webbing and rope for cuts, tears, excessive wear and damages</li> <li>If in doubt "Throw it Out"</li> <li>As per Manufacturers recommendations</li> </ul>	

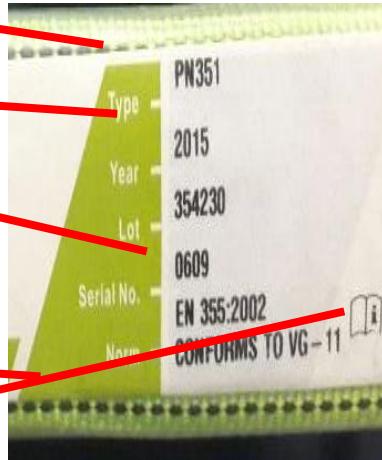
# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	Work at Height (height > 2 M) <b>Contd...</b>	<p>A Typical specimen of marking.</p>  	<ul style="list-style-type: none"> <li>Marking of major axis strength with gate closed &amp; locked.</li> </ul>   <p>Please see required PPE of "Energy absorbing lanyard " for attaching to safety Harness. Energy absorbing lanyard double 'Y' Type</p> <p>To be attached to full body harness at one end and life line at other end</p> <ul style="list-style-type: none"> <li>Must if full body harness being used for protection against fall.</li> <li>The total length of a lanyard connected to an energy absorber (including terminations and connectors) shall not exceed 2 m.</li> </ul>				

# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	Work at Height (height > 2 M) - <b>Contd...</b>	<p><b>III) Full body Safety Harness with energy absorber (Alternative -II)</b></p>   <p>Name Manufacture other details of and</p> <p>ISI Mark and number</p>	<p>Full body harness conforming to IS 3521 may be allowed in "<b>Green field project</b>" where antistatic safety harness are not required.</p> <p>Following marking to be ensured in case of IS marked full body Harness.</p> <ul style="list-style-type: none"> <li>The name, trade-mark or other means of identification of the manufacturer or the supplier who is responsible for acting on behalf of the manufacturer for claiming compliance with this standard;</li> <li>Manufacturer's product identification information that shall include the manufacturer's batch or serial number that enables the origin of the item to be traced;</li> <li>The year of manufacture; The identity of the fibre used as the material of construction;</li> <li>Information that states by appropriate means the intended purpose of each attachment element and to identify specifically those attachment elements that are designed to be used as part of a complete fall arrest system; and</li> <li>Warning for not to deviate from the manufacturer's instructions.</li> </ul> <p><b>A Typical specimen of marking</b></p> 	<p>Accidental fall</p> <ul style="list-style-type: none"> <li>Direct the loads to legs.</li> <li>Keeping body upright.</li> <li>Prevent the neck damage slightly opens the breathing way.</li> <li>Prevents from colliding with the ground or structure in case of a fall.</li> </ul>	<ul style="list-style-type: none"> <li>Shall of no use if anchor point / life line / lanyard is not properly designed.</li> <li>There should be proper arrangement for rescue</li> <li>After accidental fall &amp; before safety harness becoming effective, the person should not strike ground / object. (Prevent risk of bottoming out)</li> <li><b>SAFETY BELT NOT TO BE USED</b></li> <li><b>ISI marked full body harness are not antistatic hence not recommended in running plants.</b></li> </ul>		<ul style="list-style-type: none"> <li>Sign of crack / damage/ stitching giving way</li> <li>Webbing and rope for cuts, tears, excessive wear and damages</li> <li>If in doubt "Throw it Out"</li> <li>As per Manufacturers recommendations</li> </ul>

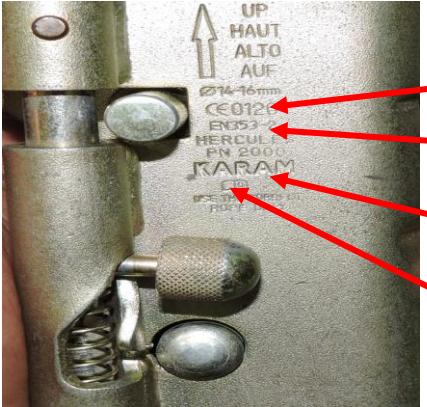
# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	<p>Work at Height ( height &gt; 2 M) - <b>Contd...</b></p>  <p>To be attached to full body harness at one end and life line at other end</p> <ul style="list-style-type: none"> <li>• Must if full body harness being used for protection against fall.</li> <li>• The total length of a lanyard connected to an energy absorber (including terminations and connectors) shall not exceed 2 m.</li> </ul> <p>A Typical specimen of marking</p>  <p>Model / Type and identification mark</p> <p>Year of manufacturing</p> <p>EN number</p> <p>Maximum length</p> <p>Pictogram</p>	<p>Energy absorbing lanyard double 'Y' Type</p> <p>Energy absorbing lanyard shall conform to EN 355 and shall have the following marking :</p> <p>a) On the energy absorber, a pictogram to indicate that users shall read the information supplied by the manufacturer (see figure);</p>  <p>b) the maximum length allowed of the energy absorber including lanyard;</p> <p>c) the model/type identification mark of the energy absorber;</p> <p>d) the number of this European Standard, i.e. EN 355.</p> <p>The marking shall conform to EN 365 and additionally shall include the following :</p> <ol style="list-style-type: none"> <li>a. Means of identification, e.g. manufacturer's name, supplier's name, or trademark;</li> <li>b. Manufacturer's production batch or serial number or other means of traceability;</li> <li>c. Model and type/identification;</li> <li>d. Number and year of the document to which the equipment conforms;</li> <li>e. Pictogram or other method to indicate the necessity for users to read the instructions for use.</li> </ol>	<p>Accidental Fall</p>	<ul style="list-style-type: none"> <li>• Shall of no use if anchor point / life line is not properly designed.</li> <li>• There should be proper arrangement for rescue</li> <li>• After accidental fall &amp; before safety harness becoming effective, the person should not strike ground / object. (Prevent risk of bottoming out)</li> </ul>		<ul style="list-style-type: none"> <li>• Sign of cut / damage</li> <li>• After every fall.</li> <li>• As per manufacturers recommendation.</li> </ul>	

# Guidelines on Personal Protective Equipment (PPE)

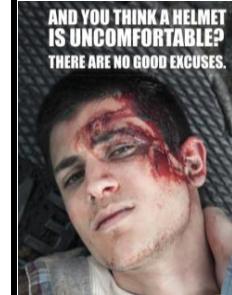
SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	<p>Work at Height ( height &gt; 2 M) - <b>Contd...</b></p> 	<p><b>IV) Restraint lanyard</b></p> <ul style="list-style-type: none"> <li>To be secured to properly designed anchorage</li> <li>The restraint lanyards need not have shock absorption element incorporated in them</li> </ul> <p>Name of manufacture</p> <p>Batch Number, serial Number, Material, Static strength, Pictogram</p> <p>Pictogram</p>	<p>Lanyard shall conform to EN 354 (latest edition). Connector incorporated in lanyard shall conform to EN 362.</p> <p>Marking on the lanyard shall conform to EN 365 and, in addition, shall include at least the following:</p> <ul style="list-style-type: none"> <li>a) the maximum lanyard length, in accordance with 4.1.6;</li> <li>b) the month and year of manufacture.</li> </ul> <p>As per EN 365 marking shall include :</p> <ul style="list-style-type: none"> <li>Means of identification, e.g. manufacturer's name, supplier's name, or trademark;</li> <li>Manufacturer's production batch or serial number or other means of traceability;</li> <li>Model and type/identification;</li> <li>Number and year of the document to which the equipment conforms;</li> <li>Pictogram or other method to indicate the necessity for users to read the instructions for use.</li> </ul> <p><b>A Typical specimen of marking</b></p> 	<p>Accidental fall - Lets a worker travel just far enough to reach the edge but not far enough to fall over</p>	<ul style="list-style-type: none"> <li>Shall be of no use if life line &amp; anchor points are not properly designed.</li> <li>To ensure that fall restraint lanyards are never used for the purpose of fall arrest</li> </ul>		<p>Check metal fittings for sharp edges, excessive wear, correct operation and distortion.</p> <ul style="list-style-type: none"> <li>If in doubt "Throw it Out"</li> <li>Age Indicator</li> <li>As per Manufacturers recommendations</li> </ul>

# Guidelines on Personal Protective Equipment (PPE)

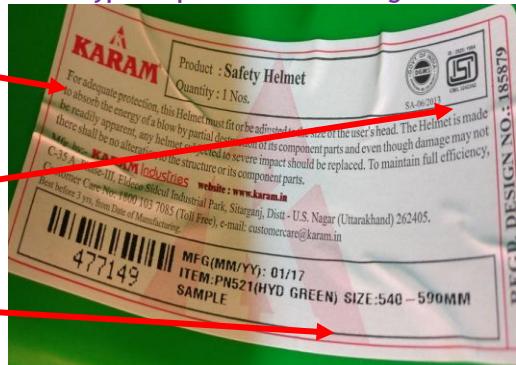
SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	Work at Height (height > 2 M) - Contd...	<p>V) Rope Grab (in case of vertical lifeline being used)</p> <p>The rope grab immediately grabs on the line in the event of a fall , there by arresting the fall</p>   	<p>Rope grab shall conform to EN 353-2 : 2002 &amp; Marking on the guided type fall arrester and the flexible anchor line shall conform to EN 365 . In addition shall include the following:</p> <ul style="list-style-type: none"> <li>Means of identification, e.g. manufacturer's name, supplier's name, or trademark;</li> <li>Manufacturer's production batch or serial number or other means of traceability;</li> <li>Model and type/identification;</li> <li>Number and year of the document to which the equipment conforms;</li> <li>Pictogram or other method to indicate the necessity for users to read the instructions for use.</li> </ul> <p><b>A Typical specimen of marking</b></p>  <p>CE Marking EN Number Name of Manufacture Pictogram</p>	<ul style="list-style-type: none"> <li>Accidental fall</li> <li>The anchorage line in connection with the given rope grab provides necessary shock absorption.</li> </ul>	<p>Shall be of no use if life line &amp; anchor points are not properly designed.</p>		<ul style="list-style-type: none"> <li>Check metal fittings for sharp edges, excessive wear, correct operation and distortion.</li> <li>If in doubt "Throw it Out"</li> <li>Coloured tracer strand which loses its colour in due course of time to show that the rope is now is unfit for future use</li> <li>As per Manufacturers recommendations</li> </ul>

Note : PPE mentioned at III, IV & V above may not be required simultaneously while working at height. These use shall depend upon type of activity

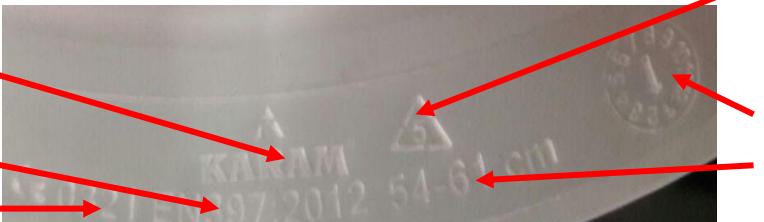
# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
1	<b>Work at Height</b> ( height > 2 M) 	<b>VI) Helmet (A)</b> 	<p>The helmet shall conform to EN 12492 and shall have following markings :</p> <ul style="list-style-type: none"> <li>a) the number of this European Standard;</li> <li>b) the name or trademark of the manufacturer and/or his authorized representative;</li> <li>c) the designation of the model;</li> <li>d) the year and quarter of manufacture;</li> <li>e) the size or size range (in cm).</li> </ul>	<p>Within limits stipulated in EN 12492</p> <ul style="list-style-type: none"> <li>• Shock absorption</li> <li>• Penetration</li> <li>• Impact</li> </ul>	<ul style="list-style-type: none"> <li>• The protection given by a helmet depends on the circumstances of the accident and wearing a helmet cannot always prevent death or long term disability.</li> <li>• There may be a foreseeable risk that helmets could become trapped and thereby cause a risk of strangulation.</li> <li>• Cannot provide protection against hazard like splash of hot liquid, work in hot area, cryogenic or corrosive liquid , flying hot particles like chipping, welding, direct fire hazard, contact with bare live electrical conductor .</li> </ul>	  <p><b>AND YOU THINK A HELMET IS UNCOMFORTABLE? THERE ARE NO GOOD EXCUSES.</b></p>	<ul style="list-style-type: none"> <li>• Sign of crack / damage .</li> <li>• De-colouration</li> <li>• failing in lab test to be done every 1-2 years depending on condition</li> <li>• cradle to be changed after every one year</li> <li>• On sustaining a severe blow even if damage is not apparent</li> <li>• As per Manufacturers recommendations.</li> </ul> <p>For cleaning, maintenance or disinfection, use only substances ( No Solvent) that have no adverse effect on the helmet and are not known to be likely to have any adverse effect upon the wearer, when applied in accordance with the manufacturer's instructions and information).</p>

# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
2	<p>a) Excavation.</p> <p>b) Fire pump Operation.</p> <p>c) Testing of Pressure Gauge</p>	<p>I) Helmet (B)</p> 	<p>The helmet shall conform to either IS 2925 or EN 397</p> <p>a) The helmet conforming to IS 2925 shall have following marking</p> <ul style="list-style-type: none"> <li>• Manufacturer's name or trade-mark,</li> <li>• Size of helmet.</li> <li>• The helmets may also be marked with the ISI Certification</li> <li>• Mark.</li> </ul> <p><b>A Typical specimen of marking</b></p> 	<p>• Shock Absorption Resistance</p> <p>• Penetration Resistance</p> <p>• Impact</p> <p>Protection as per EN 397</p> <ul style="list-style-type: none"> <li>• Shock absorption</li> <li>• Penetration resistance</li> <li>• Impact</li> </ul> <p>The above protection shall be within the limitations of various test as stipulated in IS 2925 /EN-397.</p> <p>Marking for Optional test as per EN 397 as per clause no 7.2.2.</p> <p>Each helmet shall carry moulded or impressed marking or shall carry a durable self-adhesive label stating the optional requirements complied with, as follows:</p> <p>Optional requirement Marking/Label</p> <ul style="list-style-type: none"> <li>• Very low temperature - 20 °C or - 30 °C as appropriate</li> <li>• Very high temperature + 150 °C</li> <li>• Electrical insulation 440 V a.c.</li> <li>• Lateral deformation LD</li> <li>• Molten metal splash MM</li> </ul>	<p>Not suitable for hazards like splash of hot liquid, work in hot area, cryogenic or corrosive liquid , flying hot particles like chipping, welding, direct fire hazard, contact with bare live electrical conductor</p>		<ul style="list-style-type: none"> <li>• Sign of crack / damage .</li> <li>• De-colouration</li> <li>• cradle to be changed after every one year</li> <li>• On sustaining a severe blow even if damage is not apparent</li> <li>• As per Manufactures recommendations</li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <i>For cleaning, maintenance or disinfection, use only substances (No Solvent) that have no adverse effect on the helmet and are not known to be likely to have any adverse effect upon the wearer, when applied in accordance with the manufacturer's instructions and information).</i> </div>

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard						
2	<p><b>Contd</b></p> <p>a) Excavation. b) Fire pump Operation. c) Testing of Pressure Gauge</p>		<p>b) In case helmet conforming to EN 397 to be used to facilitate various attachment for providing protection against hazards like splash of hot liquid, flying hot particles like chipping, welding, direct fire hazard the following moulded or impressed marking to be ensured.</p> <p>a) number of this European Standard ie 397 b) name or identification mark of the manufacturer; c) year and quarter of manufacture; d) type of helmet (manufacturer's designation). This shall be marked on both the shell and the harness; e) size or size range (in centimetres). This shall be marked on both the shell and the harness. f) abbreviation for the material of the shell shall be in accordance with EN ISO 472. (For example, ABS, PC, HDPE, etc.)</p> <p><b>A Typical specimen of marking</b></p>  <table border="0"> <tr> <td>Name of manufacture</td> <td>Type of Helmet</td> </tr> <tr> <td>EN Std</td> <td>Year of Manufacture</td> </tr> <tr> <td>CE Marking</td> <td>Size</td> </tr> </table> <p>II) Safety shoe-(A)</p>  <ul style="list-style-type: none"> <li>Please refer (I) on page 4</li> </ul>	Name of manufacture	Type of Helmet	EN Std	Year of Manufacture	CE Marking	Size				
Name of manufacture	Type of Helmet												
EN Std	Year of Manufacture												
CE Marking	Size												

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
3	Excavation work Involving dewatering works : <span style="color: red;">Contd..</span>	I) Helmet as per IS and EN (B)  	<ul style="list-style-type: none"> <li>Please refer (I) on page 12 &amp;13</li> </ul>				Please refer (I) on page 12 &13.

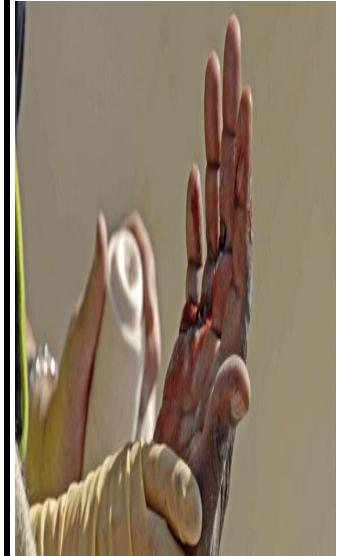
# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
3	Excavation work Involving dewatering works : <b>Contd</b>  	<b>II) Gum Boot -Safety</b>   <p>A Typical specimen of marking</p>   <p>Month and year of manufacture → Size → Name Manufacturers of → ISI Mark →</p>	The gum shall conform to IS 12254 and have following marking : <ul style="list-style-type: none"> <li>• Name of the manufacturer or its recognised trade-mark, if any;</li> <li>• Size No.;</li> <li>• Batch No., and</li> <li>• Month and year of manufacture.</li> </ul>	<ul style="list-style-type: none"> <li>• Striking against stationary object.</li> <li>• Striking by moving object</li> <li>• Stepping on sharp object</li> <li>• Water, alcohols, acids and alkali</li> </ul>	<ul style="list-style-type: none"> <li>• Not suitable for hazards like Chemical burns , electrical flash, welding spark and heat radiation</li> <li>• Not suitable if it is necessary to minimise electrostatic charges in the shortest possible time .</li> <li>• Not suitable for work in explosive work area.</li> </ul>		<ul style="list-style-type: none"> <li>• exceeding one year from the date of first use of the shoe .</li> <li>• sign of crack / damage / cut</li> <li>• Excessive wear</li> <li>• As per Manufacturers recommendations</li> </ul>

# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Typical Industrial Operation	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	Excavation work Involving dewatering works : <b>Contd..</b>  	<b>III) Goggle :</b>  <b>A Typical specimen of marking</b> 	<p>The goggles shall conform to EN 166 and EN 170 &amp; shall have following markings :</p> <ul style="list-style-type: none"> <li>• Marking on the lens as Impact resistance (B) Optical Class (1) , anti fogging (N), Anti Scratch resistance (K), no 2-1.2 marked 2C</li> <li>• shade as per EN 170, Manufacturer's Name CE and any other point as per discretion of IOCL in line with EN 166 and 170</li> </ul>	<ul style="list-style-type: none"> <li>• surround the eye area, give more protection in situations where one encounters splashing liquids, fumes, vapors, powders, dusts, and mists</li> </ul>	<p>Limitation : Uncomfortable to wear with other head gear like helmet, ear muffs or respirator</p>		<ul style="list-style-type: none"> <li>• exceeding one year from the date of first use of the goggles .</li> <li>• sign of crack / damage .</li> <li>• Excessive wear</li> <li>• As per Manufactures recommendations</li> </ul>

# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
3	Excavation work Involving dewatering works : <b>Contd..</b>	<p><b>IV) Gloves</b></p> <p><b>Alternative - I :</b> Gloves as per EN stand 374 and 388.</p>  <p><b>A Typical specimen of marking</b></p>   <p>Name of Manufacture</p> <p>CE Marking</p> <p>Size</p> <p>EN Number and pictograms</p> <p>EN Pictogram</p>	<p>Gloves shall conform to EN 374 and 388 &amp; gloves shall have the following markings as per as per EN 420</p> <p>a) Name, trade mark or other means of identification of manufacturer or his authorized representative;</p> <p>b) Glove designation (commercial name or code allowing the user to identify clearly the product within the manufacturer's/authorized representative's range);</p> <p>c) Size designation;</p> <p>d) Date of obsolescence if applicable per clause 7.2.3</p> <p>e) Pictogram (s) appropriate to the standards accompanied by the reference of the applicable standards and performance levels which shall always be in the same fixed sequence as defined in the corresponding standard</p> <p>Cat -III Certificate to be ensured.</p>	<ul style="list-style-type: none"> <li>• Tear</li> <li>• cut</li> <li>• Abrasion</li> <li>• Puncture</li> </ul>	Not suitable for hazards like electrical flash, welding spark and heat radiation		<ul style="list-style-type: none"> <li>• sign of crack / damage / cut</li> <li>• Excessive wear</li> <li>• IMPORTANT All gloves must be thrown away (in the hazardous waste bin if required) no more than 8 hours after initial contact with the chemical.</li> <li>• Achieving date of obsolescence</li> <li>• As per Manufacturers recommendations</li> </ul> <p><b>WARNING</b> If you work with moving machine parts, choosing a glove that is the right size and made from a less durable material is vital, since the glove easily tears apart if you get caught in the machinery.</p>

## Guidelines on Personal Protective Equipment (PPE)

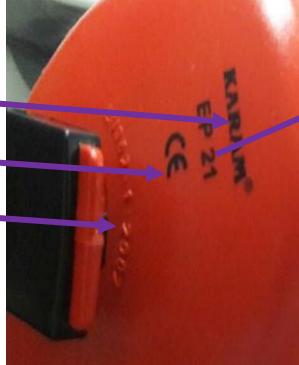
SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
3	Excavation work Involving dewatering works : <b>Contd..</b>	<b>Alternative - II</b>  Gloves as per IS 6994.	<b>Alternative -II</b>  Alternatively Gloves shall conform to IS : 6994 (Part I) - 1973 & shall have the following marking .  a) The manufacturer's name or recognized trade-mark;  b) The type and nominal size of the gloves;  C) Year of manufacture; and  d) Where applicable, the words 'light mass', 'medium mass', or 'heavy mass '  The gloves may also be marked with the Standard Mark.  Light Abrasion ix of table 2  Recommended type of Gloves. is 1, 2, 8, 14, 15, 16	<ul style="list-style-type: none"> <li>• Light handling operation</li> <li>• Tear</li> <li>• Puncture</li> <li>• Cut</li> </ul>	Not suitable for hazards like electrical flash, welding spark and heat radiation		<ul style="list-style-type: none"> <li>• sign of crack / damage / cut</li> <li>• Excessive wear</li> <li>• As per Manufacturers recommendations</li> </ul> <p><b>IMPORTANT</b> All gloves must be thrown away (in the hazardous waste bin if required) no more than 8 hours after initial contact with the chemical.</p> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <p><b>WARNING</b> If you work with moving machine parts, choosing a glove that is the right size and made from a less durable material is vital, since the glove easily tears apart if you get caught in the machinery.</p> </div>

**As of May 2017 there is no party having BIS license. Use of this product is permitted assuming that in future some party may get BIS license.**

# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Typical Industrial Operation	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
4	Blast cleaning - (confined space / external)  	I) Helmet (A)  	Please refer (VI) on page 11					Please refer (VI) on page 11
		II) Safety Shoe  			Please refer (I) on page 4			Please refer (I) on page 4
		III) Goggle  			Please refer (III) on page 16			Please refer (III) on page 16

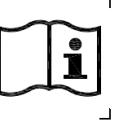
# Guidelines on Personal Protective Equipment (PPE)

	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard																						
4	<p>Blast cleaning - (confined space / external) - Contd</p> <table border="1"> <tr> <td colspan="2">Permissible Noise exposure as per OSHA 29 CFR 1910.95</td> </tr> <tr> <td>DB</td><td>Hours</td></tr> <tr> <td>90</td><td>8</td></tr> <tr> <td>92</td><td>6</td></tr> <tr> <td>95</td><td>4</td></tr> <tr> <td>97</td><td>3</td></tr> <tr> <td>100</td><td>2</td></tr> <tr> <td>102</td><td>1.5</td></tr> <tr> <td>105</td><td>1</td></tr> <tr> <td>110</td><td>0.30</td></tr> <tr> <td>115</td><td>0.15 or less</td></tr> </table> <p>Name of manufacturer</p> <p>CE Marking</p> <p>EN Number</p>	Permissible Noise exposure as per OSHA 29 CFR 1910.95		DB	Hours	90	8	92	6	95	4	97	3	100	2	102	1.5	105	1	110	0.30	115	0.15 or less	<p>IV) Ear Muff of suitable size</p> <p>"Medium size range "fit satisfactorily in majority of Industrial Application</p>  <p>A Typical specimen of marking</p>  <p>Model No</p>	<p>Ear muff shall conform to EN 352 shall have following marking :</p> <ul style="list-style-type: none"> <li>a) the name, trade mark or other identification of the manufacturer or his authorised representative;</li> <li>b) the model designation;</li> <li>c) the number of this EN Standard, i.e "EN 352"</li> <li>d) in the case of ear-muffs intended by the manufacturer to be worn in a particular orientation, an indication of the FRONT and/or TOP of the cups, and/or an indication of LEFT and RIGHT cup.</li> </ul> <p><i>Check the NRR (Noise Reduction Rating,) to ensure noise exposure within permissible limits</i></p>	<ul style="list-style-type: none"> <li>• Extreme noise</li> <li>• Noise induced hearing losses</li> </ul> <p>Note : In addition to hearing loss, excessive noise exposure may contribute to mental and physical stress, certain illnesses, and accidents</p>	<ul style="list-style-type: none"> <li>• Over 8 hours may be uncomfortable in hot environments</li> <li>• Eyeglass wearers may not get a good seal Resonate (vibrate) at lower sound frequencies</li> </ul>	 <p>May be losing his hearing!</p>	<ul style="list-style-type: none"> <li>• Ear muff with cracked, cut, or missing gaskets</li> <li>• Excessive wear &amp; tear</li> <li>• Damage if any.</li> <li>• As per Manufacturers recommendations</li> </ul>
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## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
4	Blast cleaning - (confined space / external) <b>Contd</b>	<p>V) Gloves</p> <p><b>Alternative -I</b></p> <p>Hand gloves - involving high pressure as per EN 388 and 374.</p>  	<ul style="list-style-type: none"> <li>Please refer (IV) on page 17</li> </ul>				Please refer (IV) on page 17.
	Blast cleaning - (confined space / external) <b>Contd</b>	<p><b>Alternative -II -</b></p> <p>Gloves as per IS 6994</p>  	<ul style="list-style-type: none"> <li>Please refer (IV) on page 18</li> </ul> <p>Gross Abrasion sr no. VIII of table 2</p> <p>Recommended type of Gloves. is 2,8</p>				Please refer (IV) on page 18.

# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
4	Blast cleaning - (confined space / external) - Contd	<p>VI) Apron</p> <p>Alternative -I : Apron as per EN 13982 -1</p> 	<p>The apron shall conform to EN 13892-1 and shall have following markings :</p> <ol style="list-style-type: none"> <li>1. The marking shall be clearly visible and as durable as adequate for the life of the clothing.             <ol style="list-style-type: none"> <li>a) name, trademark or other means of identification of the manufacturer;</li> <li>b) manufacturer's type number, identification number or model number;</li> <li>c) type of this chemical protective clothing, i.e. type 5;</li> <li>d) reference number and date of publication of this part of ISO 13982 (i.e. ISO 13982-1:2004);</li> <li>e) year of manufacture and, if appropriate, the expected shelf-life of the clothing (this information may be marked on every commercial packaging unit instead of being marked on every item of clothing);</li> <li>f) size designation as defined in EN 340:2003, Clause 6;</li> <li>g) pictogram showing that the suit is for protection against chemicals [ISO 7000-2414; see Figure 1 a)] and pictogram to show that the manufacturer's instructions should be read [ISO 7000-1641; see Figure 1 b)];</li> </ol> </li> </ol> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <span>a)</span>  <span>b)</span>  </div>	<p>Protection to the full body against airborne solid particulates.</p>	<ul style="list-style-type: none"> <li>• Not suitable for flame and Hot material</li> </ul>		<ul style="list-style-type: none"> <li>• exceeding six month from the date of first use of the apron .</li> <li>• sign of crack / damage .</li> <li>• Excessive wear</li> <li>• As per Manufacturers recommendations</li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <ul style="list-style-type: none"> <li>• Do not use compressed air to clean as this will create dust in the air.</li> </ul> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <ul style="list-style-type: none"> <li>• Clean and decontaminate tarps and other equipment on the worksite.</li> </ul> </div>

# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitati on of PPE	Hazard of Not wearing of PPE	When to be discard
4	<p>Blast cleaning - (confined space / external) : <b>Contd</b></p> <p>Name of Manufacture</p> <p>Size</p> <p>CE marking</p> <p>Other information</p> <p>Pictograms as per EN</p>	<p><b>A Typical specimen of marking</b></p> <p>Year of manufacture</p>	<p>2.</p> <p>Type 5 – Protection against airborne solid particulate chemicals (Norm: EN ISO 13982-1)</p> <p>3. Apron / instructions shall have following pictogram indicating the intended purpose . ( Table E-2 of EN 340)</p> <p>Protective clothing (equipment for abrasive blasting operator)</p> <p>ISO 7000-2482</p>				

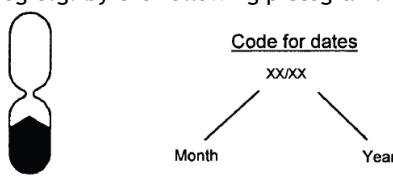
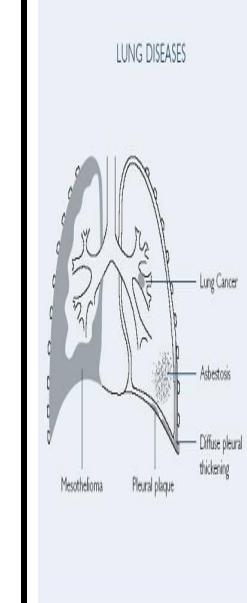
## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	Blast cleaning - (confined space / external) Contd	<p><b>Alternative -II : Apron as per IS 4501</b></p> 	<p><b>Alternative -II :</b> Alternatively suit shall conform to IS : 4501 : 1981 shall have the following marking .</p> <p>The marking shall be clearly visible and as durable as adequate for the life of the clothing.</p> <ul style="list-style-type: none"> <li>marked inside with manufacturer's name or recognized trade mark, if any. The ink shall be non-irritating to skin and shall not impair the quality of aprons.</li> <li>The aprons may also be marked with the ISI Certification Mark.</li> <li>The finished material shall be white or of a suitable colour on two sides as agreed to between the purchaser and the supplier.</li> </ul> <p><b>As of May 2017 there is no party having BIS license. Use of this product is permitted assuming that in future some party may get BIS license.</b></p>	<p>Protection to the full body against airborne solid particulates.</p>	<ul style="list-style-type: none"> <li>Not suitable for flame and Hot material</li> </ul>		<ul style="list-style-type: none"> <li>exceeding six month from the date of first use of the apron .</li> <li>sign of crack / damage .</li> <li>Excessive wear</li> <li><b>As per Manufacturers recommendations</b> <ul style="list-style-type: none"> <li>Do not use compressed air to clean as this will create dust in the air.</li> <li>Clean and decontaminate tarps and other equipment on the worksite.</li> </ul> </li> </ul>

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	Blast cleaning - (confined space / external) Contd	<b>Alternative -III : Boiler suit / coverall</b> 	Alternative -III : Cloth and stitching should be of good quality on visual inspection	Protection to the full body against airborne solid particulates.	<ul style="list-style-type: none"> <li>Not suitable for flame and Hot material</li> </ul>		<ul style="list-style-type: none"> <li>exceeding six month from the date of first use of the apron .</li> <li>sign of crack / damage .</li> <li>Excessive wear</li> <li>As per Manufacturers recommendations</li> </ul> <div style="border: 1px solid black; padding: 5px;"> <ul style="list-style-type: none"> <li>Do not use compressed air to clean as this will create dust in the air.</li> <li>Avoid blasting in windy conditions to prevent the spread of any hazardous materials.</li> </ul> </div>

# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	Blast cleaning - confined space - <b>Contd</b>	<p>VII) Half face mask</p> <p>A Typical specimen of marking</p>  <p>Name of Manufacturers</p> <p>EN Number</p> <p>CE Marking</p>	<p>1. The half air mask shall conform to EN 140 and shall have following :</p> <ol style="list-style-type: none"> <li>The manufacturer shall be identified by name, trade mark or other means of identification.</li> <li>All units of the same model shall be provided with a type-identifying marking.</li> <li>Size (if more than one size is available).</li> <li>The number and the year of this European Standard. ie EN 140</li> <li>Where the reliable performance of components may be affected by ageing, means of identifying the date (at least the year) of manufacture shall be given</li> </ol> <p>Parts which are designed to be replaced by the authorized user and sub-assemblies with considerable bearing on safety shall be readily identifiable.</p> <p>For parts which cannot reasonably be marked e.g. straps of head harness, the relevant information shall be included in the information supplied by the manufacturer.</p> <p>The end of shelf life may be indicated on packing eg e.g. by the following pictogram.</p> 	<p>Respiratory protection.</p> <p>Protection against inhaling dust, etc.</p>	<p>Not suitable for heavy gas concentration</p>	<p>Silicosis Occupational lung diseases.</p> <p>Deposition of particulate matter in Lung.</p> 	<ul style="list-style-type: none"> <li>Sign of crack / damage</li> <li>Excessive wear</li> <li>Damage of strap</li> <li>After end of shelf life</li> <li>Change of filter / cartridges at least every six month</li> <li>Performance of the components may be affected by aging</li> <li>As per Manufacturers recommendations</li> </ul> <p>Cleaning Always clean the half-mask after use. First remove the filter and remove dust with compressed air. Use a cloth to remove any stubborn deposits. If necessary, dismantle the parts and rinse in warm water with a small quantity of mild detergent. Never use solvents. The inhale and exhale valves should be removed and cleaned thoroughly .</p>

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
5	Painting - confined space / external	I) Helmet (A)  	<ul style="list-style-type: none"><li>• Please refer (VI) on page 11</li></ul>				Please refer (VI) on page 11
		II) Safety Shoe  	<ul style="list-style-type: none"><li>• Please refer (I) on page 4</li></ul>				Please refer (I) on page 4
		III) Goggles  	<ul style="list-style-type: none"><li>• Please refer (III) on page 16</li></ul>				Please refer (III) on page 16

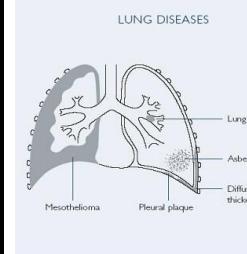
## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
5	<p>Painting -(confined space / external ) : <b>Contd</b></p>  	<p><b>VI) Gloves</b></p> <p><b>Alternative -I</b></p> <p>Hand gloves - involving high pressure as per EN 388 and 374</p> 	<ul style="list-style-type: none"> <li>Please refer (IV) on page 17</li> </ul>				<p>Please refer (IV) on page 17</p>

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
Painting -(confined space / external ) : <b>Contd</b>		V) Apron :Alternative -I Apron as per EN 13982		<ul style="list-style-type: none"> <li>Please refer (VI) on page 22 and 23</li> </ul>		Please refer (VI) on page 22 and 23	Please refer (VI) on page 22 and 23
		Alternative -II Apron as per IS 4501					
				<ul style="list-style-type: none"> <li>Please refer (VI) on page 24</li> </ul>			Please refer (VI) on page 24

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	Painting - (confined space / external 	<b>VI ) Half face mask</b> 		<ul style="list-style-type: none"> <li>• Please refer (VII) on page 26</li> </ul>			Please refer (VII) on page 26

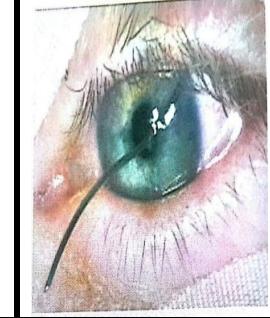
## Guidelines on Personal Protective Equipment (PPE)

	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
6	<p>a) Working in Confined space</p> <p>b) Testing of Gas sensor</p> <p>c) Tank Gauging</p> <p>d) De Gassing of LPG Cylinder</p> <p>e) Shuttering works</p> <p>f) Brick masonry</p> <p>g) Handling of Battery</p>	<p>I) Safety Helmet (B)</p> 		<ul style="list-style-type: none"> <li>Please refer (I) on page 12 &amp;13</li> </ul>			Please refer (I) on page 12 &13

## Guidelines on Personal Protective Equipment (PPE)

	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
6	<p><b>Contd..</b></p> <ul style="list-style-type: none"> <li>a) Working in Confined space</li> <li>b) Testing of Gas sensor</li> <li>c) Tank Gauging</li> <li>d) De Gassing of LPG Cylinder</li> <li>e) Shuttering works</li> <li>f) Brick masonry</li> <li>g) Handling of Battery</li> </ul>	<p><b>III) Gloves</b></p> <p><b>Alternative -I : Hand gloves - involving high pressure as per EN 388 and 374</b></p> 		<p><b>Please refer (IV) on page 17</b></p>			<p><b>Please refer (IV) on page 17</b></p>

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
7	a) Road work b) Reinforcement c) Concreting	I) Helmet (B)  	<ul style="list-style-type: none"> <li>Please refer (I) on page 12 &amp;13</li> </ul>				Please refer (I) on page 12 &13
		II) Gum Boot  	<ul style="list-style-type: none"> <li>Please refer (II) on page 15</li> </ul>				Please refer (II) on page 15
		III) Goggles  	<ul style="list-style-type: none"> <li>Please refer (III) on page 16</li> </ul>				Please refer (III) on page 16

## Guidelines on Personal Protective Equipment (PPE)

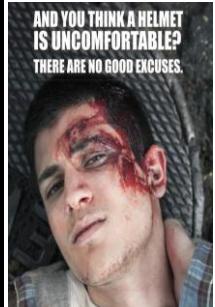
	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
7	<b>Contd..</b> a) Road work b) Reinforcement c) Concreting	<b>VI) Gloves</b>  <b>Alternative -I : Hand gloves - involving high pressure as per EN 388 and 374</b>  	Please refer (IV) on page 17				



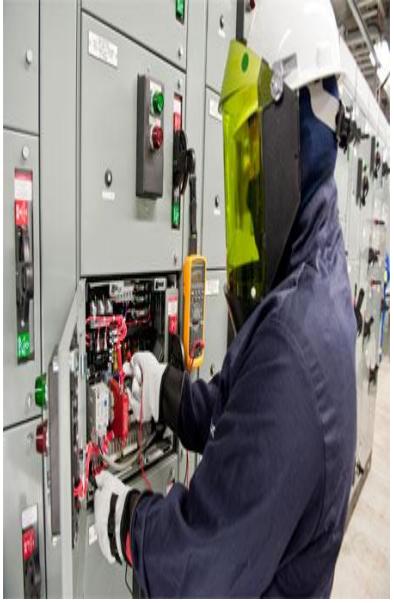
**Light Abrasion ix of table 2**

Recommended type of Gloves. is 1, 2, 8, 14, 15, 16

## Guidelines on Personal Protective Equipment (PPE)

N	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
8	a) Grass Cutting  b) Blinding and de-blinding flange work	I) Gum Boot		<ul style="list-style-type: none"> <li>Please refer (II) on page 15</li> </ul>			Please refer (II) on page 15
		II) Helment (B)		<ul style="list-style-type: none"> <li>Please refer (I) on page 12 &amp; 13</li> </ul>			Please refer (I) on page 12 & 13

# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
9	Electrical works  Electrical sub-station current carrying equipment  	<b>II) Safety Shoe (B)</b>    	<p>The safety shoe shall have following marking as per IS 15298 ( part -2) :</p> <ul style="list-style-type: none"> <li>a) size;</li> <li>b) manufacturer's identification mark;</li> <li>c) Year of manufacture and at least quarter;</li> <li>d) License No ( CM/L)</li> <li>e) IS Mark</li> </ul> <p>Category of Safety shoe (,S3 etc) as required as per Table 16 of IS 15298 (part 2) : 2011</p> <p><i>The sole shall be regulated to high voltage test upto 15 KV voltage applied across the sole for 1 min. Necessary test certificate for this test from FDI/NABL accredited party to be furnished .</i></p>	<ul style="list-style-type: none"> <li>• Striking against stationary object.</li> <li>• Striking by moving object</li> <li>• Electrical resistance</li> </ul>	<ul style="list-style-type: none"> <li>• Not suitable for work in explosive work area.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>• Work activities requiring antistatic work</li> </ul>		<ul style="list-style-type: none"> <li>• Exceeding one year from the date of first use of the shoe .</li> <li>• Sign of crack / damage</li> <li>• Excessive wear</li> <li>• As per Manufacturers recommendations</li> </ul>

# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
9	Electrical works : Electrical sub-station current carrying equipment Contd	II) Electrical Hand gloves Insulating Rubber Electrical Gloves	<p>The gloves shall be marked indelibly at the back with the following information as per IS 4770</p> <ul style="list-style-type: none"> <li>• Size and type of glove;</li> <li>• Maximum working potential in <b>Volts</b>,</li> <li>• followed by the word 'working' in brackets;</li> <li>• Identification of the source of manufacture; and</li> <li>• Month and year of manufacture</li> </ul> <p>moisture absorption certificate to be checked.</p> <p>A Typical specimen of marking</p>  <p>Type -1 Gloves not to used</p>	<p><b>Type 2</b>—For use at voltage not exceeding 1 100 ac rms  <b>Type 3</b>—For use at voltage not exceeding 7 500 ac rms  <b>Type 4</b>—For use at voltage not exceeding 17 000 ac rms.</p>	<p>1) Type of the PPE restricts the maximum voltage at which it can be used</p> <p>2) Other precautions to be taken while working on electrical installation</p>		<ul style="list-style-type: none"> <li>• Frequently used Gloves to be re-tested at intervals of not more than 6 months.</li> <li>• Gloves issued for occasional use shall be re-tested after use or in any case at intervals of not more than 12 months.</li> <li>• Gloves Showing any defects</li> <li>• As per Manufacturers recommendations</li> </ul>

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
9	Electrical works : Electrical sub- station current carrying equipment Contd	Helmet as per EN 397	<ul style="list-style-type: none"> <li>• Please refer (I) on page 12 &amp; 13</li> </ul>				Please refer (I) on page 12 and 13

# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
10	Working with possibility of splashes of hot, cryogenic or corrosive liquids	<p>I) Helmet (B) as per EN 397</p> 	<ul style="list-style-type: none"> <li>Please refer (I) on page 12 and 13</li> </ul>				Please refer (I) on page 12 and 13
	 <small>© The Mahratta for Mail on Sunday</small>	<p>II) Safety Shoe</p> 	<ul style="list-style-type: none"> <li>Please refer (I) on page 4</li> </ul>				Please refer (I) on page 4
		<p>III) Goggles</p> 	<ul style="list-style-type: none"> <li>Please refer (III) on page 16</li> </ul>				Please refer (III) on page 16

## Guidelines on Personal Protective Equipment (PPE)

	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
10	<p>Working with possibility of splashes of hot, cryogenic or corrosive liquids. <b>Contd</b></p> 	<p><b>IV) Gloves</b></p> <p><b>Alternative -I : Hand gloves - involving high pressure as per EN 388 and 374</b></p> 	<ul style="list-style-type: none"> <li>Please refer (IV) on page 17</li> </ul>				<p>Please refer (IV) on page 17</p>

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
	Working with possibility of splashes of hot, cryogenic or corrosive liquids Contd	V) Apron  Alternative -I Apron as per EN 13982  	Please refer (VI) on page 22 &23				Please refer (VI) on page 22 &23
		Alternative -II Apron as per IS 4501  	Please refer (VI) on page 24				Please refer (VI) on page 24

# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
11	Welding and cutting work	<p>I) Helmet attachable welding shield (A)</p>  <p>II) Welding Helmet with welding Shield (B)</p>  <p>Name of Manufacture</p> <p>CE Mark and EN Mark</p> <p><b>Name of Manufacture EN166 FT</b></p>	<p>a) Helmet mountable welding shield.</p> <ul style="list-style-type: none"> <li>• Conforms to EN 175</li> <li>• Protective lens made of clear high impact resistant. polycarbonate conforming to EN 166 and ANSI Z 87.1</li> <li>• polypropylene Impact Resistance Shell conform to EN 175 F</li> <li>• The welding shield shall be CE marked</li> <li>• Marking on protective shall be fully visible</li> <li>• Ocular marking shall be as per clause 9.2 of EN 166</li> </ul> <p>b) Welding Helmet with welding Shield</p> <ul style="list-style-type: none"> <li>• Protective lens made of clear high impact resistant. polycarbonate conforming to EN 166 and ANSI Z 87.1</li> <li>• polypropylene Impact Resistance Shell conform to EN 175 F</li> <li>• Marking on protective shall be fully visible</li> <li>• Ocular marking shall be as per clause 9.2 of EN 166</li> </ul> 	<p>Protection during welding.</p> <p>Liftable welding lens allows clear view while restricting harmful dust particles.</p>	<p>To be used only in conjunction with safety helmet &amp; should not be used independently.</p> <p>However welding helmets can be used independently.</p>		<ul style="list-style-type: none"> <li>• Exceeding one year from the date of first use of the goggles .</li> <li>• sign of crack / damage on lenses</li> <li>• Excessive wear</li> <li>• As per Manufacturers recommendations</li> </ul>

## Guidelines on Personal Protective Equipment (PPE)

	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
11	Welding and cutting work : <b>Contd</b>  	<b>II) Safety Shoe</b> 	Please refer (I) on page 4				Please refer (I) on page 4
		Helmet as per EN 397 ( in case Helmet attachable welding shield being used) 		<ul style="list-style-type: none"> <li>• Please refer (I) on page 12 &amp; 13</li> </ul>			Please refer (I) on page 12 and 13

# Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
11	<b>Welding and cutting work</b> <b>Contd.</b> 	<b>III) Apron</b> 	<p><b>A Typical specimen of marking</b></p>  <p>EN ISO Number → 15 EN ISO 11611:2015</p> <p>Class marking → E1 class 1 A1 + A2</p> 	<ul style="list-style-type: none"> <li>Apron shall conform to EN ISO 11611 &amp; shall have the following markings :</li> <li>classification: :</li> <li>Class 1: the number and year of this International Standard (ISO 11611) followed by the graphical symbol shown in below and the indication "Class 1" and the indication "A1" or "A1 + A2" as appropriate for Limited Flame Spread;</li> <li>Class 2: the number and year of this International Standard (ISO 11611) followed by the graphical symbol shown in Figure 1 and the indication "Class 2" and the indication "A1" or "A1 + A2" as appropriate; garments conforming to Class 2 shall meet Class 2 for all performance requirements;</li> <li>instructions for cleaning shall be marked (e.g. on a label).</li> </ul>	<ul style="list-style-type: none"> <li>minimize skin burns caused by sparks, spatter, or radiation</li> </ul> <ul style="list-style-type: none"> <li>Additional electrical insulation layers will be required where there is an increased risk of electric shock; garments meeting the requirements of clause of en ISO 11611 ( 6.10) are designed to provide protection against short term, accidental contact with live electric conductors at voltages up to approximately 100 V d.c.</li> <li>any identified hazards against which the clothing is intended to protect (e.g. flames, molten metal spatter, radiant heat, and short term accidental electrical contact); for protective clothing, a warning that additional partial body protection may be required, e.g. for welding overhead;</li> </ul>		<ul style="list-style-type: none"> <li>On contaminated with flammable material.</li> <li>Manufacturers shall include the information that welder's protective clothing be cleaned regularly in accordance with the manufacturer's recommendations. After cleaning, the clothing shall be visually inspected for any sign of damage.</li> <li>Similarly, users should be advised that if they experience sunburn-like symptoms, UVB is penetrating.</li> <li>In either case, the garment should be repaired (if practicable) or replaced and consideration given to the use of additional, more resistant, protective layers in future.</li> <li>As per Manufacturers recommendations</li> </ul>

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
12	Tank cleaning	I) <b>Helmet (B)</b> 	Please refer (I) on page 12 &13				Please refer (I) on page 12 &13
		II) <b>Gum Boot</b> 	Please refer (II) on page 15				Please refer (II) on page 15

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
12	Tank cleaning Contd.	<p>III) Apron</p> <p>Alternative -I Apron as per EN 13982</p>  <p>Alternative -II Apron as per IS 4501</p> 	<ul style="list-style-type: none"> <li>Please refer (VI) on page 22-23 &amp; 24</li> </ul>			 	<p>Please refer (VI) on page 22-23 &amp; 24</p>

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
12	Tank cleaning : Contd	<p>IV) Gloves</p> <p>Alternative -I : Hand gloves - involving high pressure as per EN 388 and 374</p> 	<ul style="list-style-type: none"> <li>Please refer (IV) on page 17</li> </ul>				Please refer (IV) on page 17
		<p>Alternative - II</p> <p>Gloves as per IS 6994.</p> 	<ul style="list-style-type: none"> <li>Please refer (IV) on page 18</li> </ul> <p>Light Abrasion ix of table 2</p> <p>Recommended type of Gloves. is 1, 2, 8, 14, 15, 16</p>				Please refer (IV) on page 18

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
13	Product pump house operation 	<b>I) Helmet (B)</b> 	<ul style="list-style-type: none"> <li>Please refer (I) on page 12 &amp;13</li> </ul>				Please refer (I) on page 12 &13
		<b>II) Safety Shoe</b> 	<ul style="list-style-type: none"> <li>Please refer (I) on page 4</li> </ul>				Please refer (I) on page 4
		<b>III) Goggles</b> 	<ul style="list-style-type: none"> <li>Please refer (III) on page 16</li> </ul>				Please refer (III) on page 16

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
13	Product pump house operation Contd  	<b>IV) Gloves :Alternative -I :</b> <b>Hand gloves - involving high pressure as per EN 388 and 374</b>  		<ul style="list-style-type: none"> <li>Please refer (IV) on page 17</li> </ul>			Please refer (IV) on page 17 & 18

## Guidelines on Personal Protective Equipment (PPE)

SN	Activity (Pictorial Display)	Required PPEs	Quality assurance	Protection Against hazard	Limitation of PPE	Hazard of Not wearing of PPE	When to be discard
14	DG Operation :	<p>I) Helmet (B)</p>  <ul style="list-style-type: none"> <li>Please refer (I) on page 12 &amp;13</li> </ul> <p>II) Safety Shoe (B)</p>  <ul style="list-style-type: none"> <li>Please refer (II) on page 36</li> </ul> <p>III ) Ear Muff</p>  <ul style="list-style-type: none"> <li>Please refer (IV) on page 20</li> </ul> <p>IV) Electrical Gloves</p>  <ul style="list-style-type: none"> <li>Please refer (II) on page 37</li> </ul>				 <p>AND YOU THINK A HELMET IS UNCOMFORTABLE? THERE ARE NO GOOD EXCUSES.</p>	Please refer (I) on page 12 &13



## **1. What is Online EMD?**

Online EMD is a facility to allow a bidder to pay the requisite EMD amount online for a particular e-Tender.

## **2. Why to deposit EMD through “Online” Mode?**

### **A1. Quick Deposits**

- I. Instant deposit from bidder's Desk rather than preparing a Bankers Cheque (BC) or Demand Draft (DD) and sending it manually.
- II. Immediate acknowledgement of the deposit without going to any office.
- III. Online EMD can be paid through net Banking on 24 X 7 basis.

### **A2. Auto Refund immediately without any claim by bidder**

- I. Automatic Refund of EMD without applying for refund in the same account from where amount was deposited.
- II. Immediate refund process gets initiated on completion of various tendering stages (please ref. FAQ#22) leading to faster refund. In offline mode it takes more time due to manual processing.

### **A3. Minimum Interest Loss**

EMD refund is normally effected within 7 days of finalizing the tender resulting in minimum interest loss to bidder.

## **3. What are the modes of Online EMD Payment in IOCL?**

EMD amount can be paid by Net Banking or NEFT/RTGS.

## **4. What is Internet Banking or Net Banking?**

Internet Banking is the online banking service provided by Banks to enable its customers to perform basic banking transactions through PC / laptop located anywhere in the globe on 24 X 7 basis. To avail this facility, the account holder should have transaction rights.



## **5. What is special about payment of EMD through Net Banking?**

The “Transaction Status” shows as “Success” immediately after successful payment of EMD through Net Banking. You will get “Freeze Bid Submission” button to submit your bid without any delay.

## **6. Internet banking facility with transaction rights is enabled in my bank account, how should I proceed?**

You should pay using net banking.

To avail this facility, select the payment mode as “*Online*” and proceed for uploading your bid documents. Once uploaded, you will find link for online EMD payment. Here, you have to select “*Net banking*” option. Net banking option will take you to the “*payment Gateway*” where you will get the list of banks in a drop down. Select your bank. This will take you to login page of your bank. Login into your account and proceed for paying the EMD. After successful EMD payment, system will take you back to the e-Tendering portal for submission of bid.

## **7. I have selected “Net banking” option but I am not getting name of my bank in the drop down list?**

In that case, you have to go for online NEFT payment. Refer FAQ#9 for details regarding EMD deposit through online NEFT mode.

You may inform IOCL about non availability of your bank in the drop down list so that the same may be got included for future tenders.

## **8. I do not have any Internet Banking facility with my bank. How to pay “Online EMD”?**

To avail this facility, you have to select the payment mode as “*Online*”. After this selection, proceed for uploading your bid documents. Once uploaded, you will find link for online EMD payment. Here, you have to select NEFT/RTGS option. In this option, you will get option for downloading NEFT/RTGS payment challan. Please print two copies of that. Now visit your bank and deposit the requisite amount (EMD amount as mentioned in the challan + Bank charges as applicable, please check with the bank). Take receipt of the same on the second copy of that challan. Once payment is verified from your bank and received at IOCL end, you will get the “*Freeze Bid Submission*” button. Proceed for submission of your bid.

In case of NEFT/RTGS, you are required to deposit payment in bank at least 2-3 working days prior to bid submission end date. Please also refer FAQ#13.



**9. I have an account in a bank other than ICICI and want to pay EMD online through NEFT. Is it mandatory to visit my bank and deposit the EMD amount there?**

No, it is NOT mandatory. You can pay the EMD both at your branch through NEFT / RTGS as well as through your online bank account.

If you wish to pay from your bank account online, please add IOCL as “Third Party” as per the account details available in the downloaded challan copy from IOCL e-Tendering portal and activate the same. Please note that for every transaction, account number shall be different and accordingly you have to add the specific account as “Third Party” as mentioned in the particular challan for every tender separately.

**10. I have a bank account with ICICI. Can I make payment through NEFT/RTGS online?**

No, you can NOT.

NEFT/RTGS is the product to transfer money between different banks. As, IOCL is maintaining account with ICICI for EMD receipt, the payee bank cannot be ICICI bank. It has to be any bank other than ICICI.

**11. I have Internet Banking facility in a bank other than ICICI. Can I do “Online EMD” payment through “Net Banking”?**

Yes, you can. For more details, please refer FAQ#6.

**12. Earlier I have paid online EMD of an e-Tender using auto generated NEFT challan. Can I use the same bank account details for depositing EMD through NEFT for another tender?**

No, you cannot.

For every transaction, unique account number is generated by the system and EMD payment has to be deposited in the same account only. Even if you have changed the payment mode for the same tender (e.g. from NEFT to online and again want to pay though NEFT), you must reselect the payment mode again and generate a new challan which will have latest system generated account number. Deposit EMD accordingly.

**13. I have submitted EMD amount in bank physically through NEFT / RTGS but I am not able to find the “Freeze” button or not able to “Freeze” my bid. What should I do?**

Bidder to note that he should make NEFT payment preferably TWO full working days (for details of working days & time, please visit your bank website) before the bid submission end date of Tender because NEFT payment status will be updated only on the next day of making payment. Same is mentioned in NEFT Challan. Once payment is verified from your bank and received at IOCL end, you will get the “Freeze Bid Submission” button.



**14. I have submitted EMD amount through online NEFT / RTGS (by adding “Third Party Transfer”) but I am not able to find the “Freeze” button or not able to “Freeze” my bid. What should I do?**

Bidder to note that he should make NEFT payment preferably TWO full working days (for details of working days & time, please visit your bank website) before the bid submission end date of Tender because NEFT payment status will be updated only on the next day of making payment. Same is mentioned in NEFT Challan. Once payment is verified from your bank and received at IOCL end, you will get the “Freeze Bid Submission” button.

**15. I have submitted EMD amount through “Net Banking” / NEFT sufficiently in advance but I am not able to find the “Freeze” button or not able to “Freeze” my bid. What should I do?**

This happens mainly due to Internet connectivity issues. If you have already received the communication of successful transaction / NEFT payment made sufficiently in advance, please click on the link “[Payment Verification](#)” available on right corner of the payment page. Once verification is done and payment is verified, you will get the “Freeze Bid Submission” button.

**16. Tender document has option to pay the EMD through “Bank Guarantee (BG)” but I am not able to find the option to pay through BG in IOCL e-Tendering portal. What should I do?**

- Please follow the following steps:
- Select “Yes” in “Are you exempted from EMD payment” in EMD Payment page.
- Select either “Percentage” or “Fixed” under head “If yes, provide the exemption type”.
- In case of “Percentage” exemption type, put “100” in “Percentage/Amount” field. In case of “Fixed” exemption type, put whole EMD amount in “Percentage/Amount” field.
- A pop-up will be displayed showing that “*EMD amount to be paid after exemption*”.
- Check whether it is 0 (Zero), if not, please repeat the above steps.
- If it is 0 (Zero), you shall upload the scan copy of your “Bank Guarantee (BG)” in the same page at space provided for uploading EMD exemption document.
- Click next to proceed further.

**17. I am under “Exempted” category as per Tender Terms & Conditions. How should I claim exemption?**

- Please follow the following steps:



- Select “Yes” in “Are you exempted from EMD payment” in EMD Payment page.
- Select either “Percentage” or “Fixed” under head “If yes, provide the exemption type”.
- In case of “Percentage” exemption type, put “100” in “Percentage/Amount” field. In case of “Fixed” exemption type, put whole EMD amount in “Percentage/Amount” field.
- A pop-up will be displayed showing that “*EMD amount to be paid after exemption*”.
- Check whether it is 0 (Zero), if not, please repeat the above steps.
- If it is 0 (Zero), you shall upload the scan copy of document supporting EMD exemption in the same page at space provided for uploading EMD exemption document.
- Click next to proceed further.

**18. I have to pay partial EMD as per Tender Terms & conditions (e.g. in case of Transportation Tenders). How should I proceed?**

- Please follow the following steps:
- Select “Yes” against “Are you exempted from EMD payment” on EMD Payment page.
- Select “Fixed” against “If yes, provide the exemption type”.
- Calculate the EMD to be paid by you as per Tender terms and conditions.
- Calculate your exemption amount by subtracting payable amount from the total EMD as mentioned in Tender and enter the exemption amount in space provided.
- A pop-up will be displayed mentioning “*EMD amount to be paid after exemption*”.
- Check if it is showing the correct payable amount, if not, please repeat the above steps.
- After entering the correct exemption amount, you shall upload the scanned copy of the document *specifying the reason for claiming exemption* at space provided for uploading EMD exemption document. (*E.g. In case of transportation tender, the bidder shall upload a document mentioning the no. of vehicle(s) being offered for that particular Tender and applicable EMD thereof.*)
- Click next to proceed further.
- Pay EMD of the required amount "Online" and proceed.

**19. I have participated in an e-Tender by paying the requisite EMD amount through “Online EMD” payment facility. Can I close my bank account before the e-Tender finalization?**

The EMD amount would be refunded only in the bank account through which EMD was paid by you. Therefore, you must NOT close it until the refund or ordering process is complete.



## **20. How do I get the payment receipt for the payment I made?**

*Case-I:*

NEFT / RTGS done by visiting nearest branch of my bank.

Bank will provide the receipt by acknowledging the second copy of the downloaded Payment Challan generated in the IOCL e-Tendering portal.

*Case-II:*

NEFT / RTGS done by adding IOCL as “Third Party”.

The payment details shall be available in your bank statement.

*Case-III:*

Paid through Net Banking.

The payment details shall be available in your bank statement.

In all the above cases, the IOCL e-Tendering portal will confirm the receipt of your payment by generating details such as “Bank Name”, “Bank Number”, “PRN Number” & “Transaction Status” and then only you will get the “Freeze Bid Submission” button for submitting your offer in the IOCL e-Tendering portal.

## **21. How can I apply for Refund for EMD paid online?**

You do not have to apply for refund. The refund process will be initiated automatically. Please see FAQ#22 for the various scenarios for refund process.

## **22. How and when the EMD amount will be refunded?**

*Case-I:*

Money debited more than once.

The excess amount debited from your bank will be considered as “Failed Transaction” and will be processed for refund on next working day.

*Case-II:*

I have submitted EMD amount but not submitted the offer.

The process for refund will be initiated after finalization of the “Bid Opening” process by Tender Inviting Authority.



*Case-III:*

I have withdrawn my offer after bid submission by paying the requisite EMD amount.

The process for refund will be initiated after finalization of the “Bid Opening” process by Tender Inviting Authority.

*Case-IV:*

My bid rejected during “Techno-Commercial” evaluation.

The process for refund will be initiated after finalization of the “Techno Commercial Evaluation” process by Tender Inviting Authority.

*Case-V:*

Price bid opened but I am not “L1”.

The process for refund will be initiated after finalization of the “Financial Evaluation” stage by Tender Inviting Authority.

*Case-VI:*

I am “L1”.

Please contact Tender Inviting Authority of that particular Tender.

For all the above cases, the EMD amount would be refunded in the same bank account through which EMD was paid by you.

**23. Still having query?**

You may reach us at [etenderinghelpdesk@indianoil.in](mailto:etenderinghelpdesk@indianoil.in) or [ethdmkhonic@indianoil.in](mailto:ethdmkhonic@indianoil.in).

and / or

Call us on the numbers mentioned in the “Special Instruction to the Bidders” already provided along with the Tender documents.