

FOREWORD

Engineering Manual, Volume 5 – Procedures is a very important reference Manual dealing with procedures, work co-ordination and control for our Engineering Personnel in the office and in the field.

The Procedures Manual was last updated in July, 1988. Since the last revision, various circulars / guidelines have been issued from time to time based on experience gained from the Engineering activities of the Corporation. A need was therefore felt to revise and update the Procedures Manual.

The updated Manual on Procedures is a co-ordinated effort of Head Office Engineering in consultation with Head Office Project Group, Western Region Engineering, Maharashtra State Office Engineering and other concerned Deptts.

I take this opportunity to congratulate the team of Engineers who have contributed substantially for revision of the Engineering Manual (Volume 5).

I am confident that this Manual would serve as a valuable guide to our Engineers and others concerned both in the field and office, in their day-to-day work.



(P.K. AGARWAL)
DIRECTOR (MARKETING)



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* The General Conditions of Contract under finalisation by Corporate Office will be made part of Manual as and when the same is approved and circulated for implementation.

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1.1 BUDGET

1.1.1 Division of Budget

The budget has been divided into 3 groups, viz.,

- a) Capital Budget
- b) Revenue Budget
- c) Manpower Budget

These groups are dealt with fully in respective Budget Manuals. We are directly concerned with Capital and Revenue Budgets. As such these Budgets are discussed below in brief:


1.1.2 Capital Budget

The Corporate planning process starts with preparation of 'Perspective Plan' covering a period of 10 years. Within 'Perspective Plan', a "Five Year Plan" is prepared which synchronizes with the Five Year Plan of the Government of India.

Perspective Plan is based on energy scenario in the long run, which takes into account future demand, alternative sources of energy, diversification into related areas etc. It is basically indicative of the direction in which the Corporation is proposed to be steered.

'Five Year plan' which is prepared to synchronise with the Five Year Plan of the Govt. of India is a more detailed exercise with respect to projects to be undertaken, its capital cost and likely expenditure to be incurred during the Plan period.

The 'Five Year Plan' is divided into "Annual Plan" which comprises of project-wise plan of various proposals with annual cash outlay. In other words, it indicates the expected cash outgo on individual project during the year. The annual plan is prepared for the current year and the immediate succeeding year.

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Proposals included in the budget for the Capital projects are broadly divided into:

a) Plan schemes:

Projects which results in increase in productivity, return and capacity are included in plan schemes. These are normally grass root projects. The annual outlays of these projects are discussed / allocated after approval of the Board and clearance from MOP&NG/Planning Commission as the case may be.


For each proposal, which is included in the Plan schemes, a brief description of the project known as “Preliminary Feasibility Report (PFR)” is also submitted.

b) Non-Plan Schemes:

Non-plan schemes normally cover augmentation of Tankages, modernization of Retail outlets, de-bottlenecking, modernization of facilities at existing locations, addition of new facilities, Office equipment, Residential buildings etc.

Any scheme / proposal can be included in “Non-Plan” capital budget only after receipt of administrative approval.

Grass root projects / facilities are identified based on the product-wise, supply / demand balance. While product-wise demand is estimated by the concerned product group, the supply is estimated on the basis of Refinery expansion plan, availability from other sources. The infrastructure development plan is based on the supply / demand balance, customer specific requirement and strategic requirement. The same is divided into new grass root projects and augmentation of existing infrastructure / facilities.

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Identification for additional / modernization of facilities is also done by the Regional Office, State Office, Divisional Office and Locations as well.

Having identified the items / facilities in which the investment is needed, the next step is the initiation of the proposal. Any proposal that is initiated for inclusion in the Budget shall be supported with concept note and the administrative approval, which inter-alia includes:


- a) Brief description of the project
- b) Cost of the project
- c) Justification of Project
- d) Economics of the project
- e) Benefits

For establishing the financial viability of the project under free market scenario, an IRR of 14% post tax should be reckoned based on maximum 8% mark-up on CIF (Tariff Adjusted Import Parity Price i.e. TAIPP to be considered) value of imports. For this purpose, the CIF (TAIPP) value of imports should be taken by taking into account the average CIF (TAIPP) value during the last 3 years.

The success or otherwise of budgeting depends to a large extent on the degree of accuracy with which the cost estimates are drawn up.

All the proposals should also contain the following information:

- a) Category, i.e., obligatory, operating necessity, profit yielding or cost saving investment.
- b) Advantages, whether short term or long term.
- c) Alternatives

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- d) The proposals, which are not financially viable but are to be carried out due to strategic reasons, must clearly bring out the reasons for which the proposed facilities are required and the strategic advantages that would accrue to Corporation.
- e) Cash outlay
- f) Delegation of authority under which proposal is to be approved
- g) Project execution methodology and manpower requirement

1.1.3 Formulation of Capital Investment Proposals

The FRs for grass root projects are to be submitted in two phases as under:


Phase I – covering cost of land, compound wall, charges for land survey, soil test, survey for railway siding, pre-project activities and consultancy fee if any etc. While processing Phase – I, directional total cost of the project should be indicated, in the proposal.

Phase II – Once the land is taken over based on approval under Phase – I, preparation of layout, P&ID, detailed design & engineering based on comprehensive concept note prepared at Phase – I stage itself and realistic estimates should be worked out. Accordingly, Phase – II proposal shall include entire cost (including Phase – I cost with changes if any).

Approval for Phase-II shall be obtained from the competent authority but not below the authority that had earlier approved Phase-I

A self-contained proposal should be prepared by the User Dept. at HO/ Regions / State Office. The proposal has to be concurred by Finance for approval of the competent authority.

All proposals shall establish the financial viability of the project under free pricing conditions with Project IRR (free pricing) exceeding the benchmark IRR. In case the project is being financed specifically through loans, then the cost of financing should be indicated.

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Investment proposals for projects requiring environmental / statutory clearances may be initially accorded “in-principle” approval by the Board based on DFR, to be followed with final approval after obtaining the environmental / statutory clearances.

1.1.4 Annual Plan – Plan Schemes

Annual plan in respect of capital expenditure on plan schemes is required to be prepared every year as per the guidelines and formats from Corporate office / Planning commission. The data required to be submitted in this regard include project wise write-up on approved / anticipated cost, physical status, out lay requirement, completion dates with reasons for variations for completed / continuing schemes. In the case of new schemes, besides description of project, benefits, physical status of FR preparation and justification for out lay requirements are to be furnished.

1.1.5 Budget formulation for Non-Plan Schemes:

- a) Only new schemes, which have already been approved by the Competent Authority, should be included in the budget proposals.
- b) All Capital Budget proposals are to be formulated by user department in line with the Capital Budgeting and Project Appraisal Manual and subsequent guidelines issued in this regard, from time to time.
- c) Budget proposals should be formulated in such a manner that 100% cash outlay performance is achieved by the year-end. For this purpose, factors like constraints in execution of the projects and our capacity to spend should be taken into account.
- d) Budget proposals for procurement of materials should be formulated by taking into account the delivery schedule by the supplier and terms of payment so as to ensure 100% utilization of the approved cash outlay.
- e) Materials procured during previous years for which payments are to be released in the current year should also be considered while formulating Budget proposals.

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- f) Budget proposals should be formulated in such a manner that the incidence of the re-appropriation during the year is minimized.
- g) All the continuing schemes should be appropriately taken care of in the Revised Budget also.
- h) Any project not included in the approved Original Budget but taken up by re-appropriation of funds should invariably be included in Revised Budget.
- i) Payments against free issue material by IOC should be properly furnished under “Material “ column separately.
- j) In respect of continuing schemes, it should be ensured that complete details viz. IR Number, Approval Reference and the Approving Authority ref. are provided in the respective columns.
- k) In respective of continuing items where the original cost has been revised, the details of the revision including the Competent Authority who has approved the revision should be stated.
- l) The outlay proposed / recommended should not exceed the approved cost of the project / schemes.

1.1.6 B.R. (Budget Reference) Numbers

After the board approves capital budget, a distinctive number is allotted to each project proposed in the budget, which is called **Budget Reference Number**. This number is indicative of administrative approval of the project. BR number indicates the cash allocation as per approved budget for that particular year. In case any project is continued for more than one financial year, fresh BR Number is allocated depending upon the cash allocation for the subsequent year. It is important to note that BR Number indicates only administrative approval to go ahead with the project. However before proceeding for execution, expenditure approval as per DOA should be obtained.

1.1.7 I.R. (Investment Request)

For execution of any Capital Investment, a request is made by the functional department for provision of funds. Such request is called Investment Request Number. In other words IR number is the number assigned to the capital project proposal by Finance Deptt after the project is accorded

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administrative approval and actual expenditure is to be incurred. It is to be noted that in case of continuing schemes, IR number once issued shall continue till the time the work under the same is completed and therefore IR number is carried forward from one year to another year. This number is the distinctive number for the project to be stated on all purchase requisitions, purchase orders, work orders and material requisitions. It is essential that IR number is obtained before any expenditure of capital nature is incurred.

IR number can be obtained for:

- a) Approved projects under annual budget
- b) For unbudgeted projects, through re-appropriation


In case the amount for which the IR number has been issued is likely to exceed, approval of the competent authority should be obtained for the excess amount and fresh IR number should be taken for excess amount only.

In case the proposal is not to be executed due to certain reasons even after the allocation of IR no., such proposal shall be dropped after approval of competent authority with a suitable communication to Finance department for making necessary amendments in annual budget.

1.1.8 Re-appropriation

Re-appropriation is transfer of cash outlay approved, from one Project to another Project arising out of higher cash outlay required to be incurred on a particular project due to following reasons:

- a) Some unbudgeted items are required more urgently than those provided for in the Budget.
- b) The cash outlay may exceed the amount budgeted outlay due to faster execution by the contracting agency/supplier.

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- c) It may be necessary to accelerate the project, which might have been scheduled for execution in subsequent years.

It is clarified that project cost cannot be re-appropriated from one project to another but only the cash allocation.

For the purpose of re-appropriation of funds from one project to another, the procedure and powers as laid down in the Delegation of Authorities will have to be followed. Reasons for not including the item in the budget earlier should also be brought out.

No re-appropriation is permitted in case of un-budgeted plan schemes. No re-appropriation can be done from Plan schemes to Non-plan schemes and vice-versa.

1.1.9 Revenue Budget


An expenditure, which is useful for a period of one year, is treated as revenue expenditure and charged straightaway to the income pertaining to that year. Revenue expenditure, which is capable of bringing in business returns over a period of more than a year, is called as Deferred Revenue Expenditure and is written-off over the number of years during which its results are recouped by the Entrepreneur.

Any revenue expenditure beyond the approved revenue budget shall be made subject to re-appropriation and with the approval of the competent authority.

1.1.10 Zero Base Budgeting

The Zero Base Budgeting, a more systematic and scientific concept of budgeting has been introduced in our Corporation during 1986-87. The main object of introducing this new concept in budgeting is to explore alternate avenues for carrying out each and every activity involved in our working and to arrive at the best method, yielding optimum results in the most economical manner, thereby eliminating infructuous activities.

Under this process of budgeting, while budgeting for each and every activity/ sub-activity of an organization, following points are considered :

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- a) Cost benefit analysis
- b) Whether the activity needs modification to be more beneficial ?
- c) Whether the activity can be dropped ? If yes, what adverse impact it may have ?
- d) Are there any better and economical alternatives available, etc. ?

In a nut-shell, Zero Base Budgeting may be defined as an operating plan and budgeting process, which requires each budget center Manager to justify his budget request in detail from scratch (Hence Zero Base). In other words, each Manager of cost center is required to justify why he should spend any money at all.

The traditional approach of budgeting is primarily accounting oriented with a focus on how much money is required for any expense head. As against this, the ZBB approach is decision-oriented with focus on 'what, why and how' issues, over and above how-much.

Unlike as in the case of conventional budgeting, where the budgets, are compiled on expense head basis i.e., communication expenses, maintenance expenses, rent, etc. under ZBB, the approach is activity based. This approach requires all the activities to be identified in 'Decision Package', which will be evaluated by systematic analysis and ranked in order of priority.

Under Zero Base approach, each activity is critically analyzed by budget center Manager to evaluate the possibility of eliminating the activity or replacing the activity with alternate activity, which may ultimately lead to reduction in cost or increase in productivity. Further, all the activities are also listed in order of priorities (through ranking method) so that in case the total budget amount is beyond the affordability level, the cut can only exercised to the least priority activities.

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Terminologies used in ZBB

The various terminologies used in ZBB could be defined as under :

Activity

An activity can be simply defined as a part of the total function, which a unit/ cost center/ manager is performing. Each activity may have number of sub-activities. For example, in an LPG Bottling Plant, stores consumption management, plant maintenance management, etc. are activities. Within these main activities, there are sub-activities like conveyor maintenance management, compressor maintenance management, cylinder valve consumption management and so on and so forth.

Decision unit

A decision unit is a group of persons and equipments performing one or more activities. For example, in our Corporation a Location is a Decision Unit.

Cost Centre


A group of decision units performing same functions is called Cost Centre. For example, Depots, Terminals, LPG Bottling Plants etc.

Decision Package

As already stated, ZBB approach is decision oriented. All requested for budget are made through a decision package. A decision package contains the details of expenditure required for performing activities at its various levels as well as cost benefit analysis in case activity is performed by an alternate method.

Level of Activities

Each decision package envisages 3 levels of activity. This implies that input is co-related with output for each activity and cost of incremental output is ascertained. Level 1 (minimum) is the bare minimum level, which the existing input can achieve. Level 2 (maximum) is a level, which can be

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achieved with commensurate increase in directly variable factors of input and increase in other variable factors of input. Level 3 (proposed) is the level, which a decision unit would like to achieve.

Ranking

Each decision is ranked in order of its priorities/ utility on the basis of various parameters like increase in productivity, increase in profits, social benefits etc. Each parameter is given a score in the scale of 0 – 100, which determines the overall priority of the decision package in relation to other decision packages.

1.2 WORKS

1.2.1 Approval for Works


Ordinarily, no work may be commenced and no liability incurred on account of Works & Purchase until the following requirements are satisfied:

- a) Administrative approval (IR No.) is received
- b) Cash outlay is made available for meeting the expenditure.

1.2.2 Administrative Approval

For every work to be executed, there must be an administrative approval of the authority competent to accord such approval. The executing authorities shall not undertake any work without such approval.

To facilitate the administrative approval for the Work / Purchase, it shall be necessary to prepare a budgetary estimate of the cost of work to be done or purchases to be made in order to give a fairly accurate idea of the monetary commitment involved in the works or Purchases. The Administrative approval shall be accorded by a competent authority after due examination of the monetary commitment involved.

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The details of powers delegated for according Administrative approval are given in the Delegation of Authorities. Proposals for Administrative approval are initiated by functional/user deptt.. However, inputs like estimates, drawings, etc. are to be provided by Engineering Department.

Once the Administrative approval is obtained, the scope/scale of facilities should not be changed. However, if a revision in the scope/scale of facilities is unavoidable due to factors beyond control, the proposal would require fresh administrative approval for revised concept and cost. In such cases based on the revised cost, administrative approval should be obtained from competent authority as per DOA but not less than the rank of original approving authority.

In case of basic scope change e.g. due to the need of handling additional products and/or due to any other requirement of certain additional facilities, user department should make separate budget provision for such requirements instead of seeking revised cost approval for the original proposal.

1.2.3 Deposit Works


All deposit works should be undertaken only after the concerned consumer / Party deposits the requisite funds in advance with the Corporation. In exceptional cases, where relaxation is called for, then approval for the same must be obtained from competent authority. Such approvals shall be processed by the concerned functional department and only after the concerned functional department advises Engineering department, regarding the approval of the competent authority, such works should be undertaken.

1.3 ESTIMATES

1.3.1 Concept Note

When any project is conceptualized, a self-contained detailed concept note should be prepared by the user department and got approved from the Head of the RO/ S.O.

However the concept note for new facilities/ major augmentation/ purchase of land will have to be forwarded to HO for review and approval.

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The concept note should mention in brief the various project parameters, philosophy of the project, purpose of the project and other relevant details to serve as reference material during the course of the project implementation.

The concept note for any grass root depot / terminals/ LPG plant etc. should be as per standardised layout plans, policy guidelines, statutory requirements. Construction of various civil facilities should be to the barest minimum.


The standardized facilities/ layouts are to be reviewed once in two years.

1.3.2 Budgetary Estimates:

On receipt of the approved concept note, the Engg. Group of HO/ RO (Metro Project Group) / SO must prepare the estimates in line with the concept note.

Estimate shall be approved by head of Engineering deptt. in HO/SO/RO.

- a) A detailed survey of the location should be undertaken to list out the field data which have a direct bearing on the preparation of estimates & designs such as approach road, sub-strata & other Soil conditions, Water Table, Diversion of Overhead Transmission Lines, Diversion of Nallahs / Drains, etc.
- b) A detailed plan should be prepared, listing out all the facilities to be provided, with due consideration to the statutory regulations
- c) The environmental considerations should form part of the estimation.
- d) The following basic drawings shall be prepared in line with the relevant checklists and all the drawings should bear the reference of the approved concept note.
 - i) Layout Plan
 - ii) P&ID for product pipelines
 - iii) P&ID for Fire hydrant pipeline
 - iv) Product Pipeline layout
 - v) Hydrant Pipeline Layout
- e) The following aspects should be included in the estimate

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- i) Suitable consultancy fees on components requiring consultancy.
- v) 5% contingencies

1.3.3 Technical Estimate:

Technical Estimates are prepared for invitation of Tenders.

As the estimated rate is a vital element in establishing the reasonableness of prices, it is important that the same is worked out by doing rate analysis in a realistic and objective manner on the basis of prevailing market rates, last purchase prices, economic indices for raw material/ labour, other input costs etc., wherever applicable.

The technical estimates in State Offices shall be approved by the Engineering head of the State Office in Grade 'D' and above. In HO/ RO minimum 'D' grade shall approve the estimates. Estimates in the Divisional Offices can be approved by the Divisional Manager for works within his administrative authority.


1.4 PRE PROJECT ACTIVITIES

It is necessary to carry out pre-project activities on receipt of administrative approval for Phase-1 of the Project.

1.4.1 Procedure to be followed for incurring expenditure to carry out the survey/ feasibility study:

At times, some expenditure is necessary to be incurred on Survey/ feasibility study of proposed Capital Project even before formal administrative approval is taken for Phase 1. In the absence of administrative approval for phase 1, budgetary provision may not exist and in such cases following procedure to be followed.

- a) Before taking up such studies / surveys, IR No. should be obtained by re-appropriation of funds after assessing the requirement.
- b) All expenditures should be booked as Work In Progress under respective I.R.


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- c) On approval of the project, the expenditure booked under earlier I.R. should be transferred to the I.R. of the project and the earlier IR should be closed. While taking approval for the project, it should be ensured that the expenditure incurred earlier is included in the project cost.
- d) In case it is proposed to drop the project, approval of the competent authority should be obtained for absorbing the expenditure. For this purpose, the competent authority would be one grade higher than the authority approving the original expenditure.
- e) After the approval as per (d) above is obtained, the expenditure booked in Work In Progress should be charged as revenue expenditure.

At the time of conducting the feasibility study, environmental consultant shall be associated to critically examine the proposal from environmental angle.

1.4.2 The Pre-project activities shall include the following:

- a) Survey of plot for preparation of Layout
- b) Approval of layout plan
- c) Soil Investigation.
- d) Basic Engineering.
- e) Preparation of estimate based on approved concept note.
- f) Appointment of Consultants, if any.
- g) Tendering for various identified packages for construction & materials (if required) and finalisation of the same short of financial commitments.
- h) Depositing survey charges for Railway siding.
- i) All statutory clearances to enable commencement of construction works at site on receipt of administrative approval.

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1.4.3 Approval for layout plans for grass root locations

To have uniformity in the approach, optimum utilization of land, proper scope for future expansion and avoidance of wasteful practices, the layout plans for all grass root locations has to be approved by HO committee comprising of HODs of User group, Safety group and Engineering group.

The layout plans shall be first got approved by a Regional committee comprising of HODs of User group, Safety group and Engineering and forwarded to HO for reviewing and obtaining final approval.


Layout plan for Retail Outlet shall be prepared by Engineer from DO and approved by Divisional Manager based on the concept note firmed up by Sales group.

1.4.4 Layout Plan approval for new Regional/ State/ Divisional / Area Offices


- While designing the Office building, utmost care should be taken for utilization of floor space.
- All layout plans of Regional/ State / Divisional /Area Office buildings and Residential Quarters should be put up to HOD of the HR group in the Regions for onward submission to HO for obtaining competent authority's approval.
- Approval of competent authority as above for the detailed layout plan is required to be obtained by the HR group before finalizing the estimate and commencement of construction work.

1.4.5 List of Statutory clearances for Projects:

- Layout clearance from CCOE-Nagpur
- NOC from District Magistrate
- Change of land use.
- Clearance from Forest Department – if applicable

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- NOC from Ministry of Defence (MOD) for locations in the vicinity of defence airfield.
- Clearance from Airport Authority – if applicable
- DGCA clearance wherever applicable
- State Pollution Control Board Clearance – Consent to Establish
- NOC from Municipality / Corporation (as the case may be)
- Port authority Clearance – if applicable
- Factory Inspectorate approval
- Registration under Labour laws for construction activities
- State Industrial Development Board clearance – if applicable
- ROW from the concerned Department / authority – if applicable
- Closing of Village roads (from the concerned authority)
- Clearance for siding from Railways – if applicable
- Shifting of O.H. power lines, wherever required
- Electricity Authority clearance for charging the power
- Clearance for DG set operation (from the SEB concerned)
- Water supply connection
- MOEF Clearance - if applicable
- PWD/NH authorities
- Country and Town Planning
- Building Plan approval
- Location specific approvals if any


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1.5 LIST OF LICENSES TO BE OBTAINED:

- Storage Licence from CCOE
- State Pollution Control Board Clearance - Consent to operate under Air and water
- MOEF clearance (if applicable) – consent to operate
- Legal Metrology (weights & Measures Dept.) clearance for storage Tanks / Proving Tanks / Flow meters etc.
- Portability test for water
- CCOE License for storage in cylinders & for filling operations in case of LPG BPs

The above licenses / clearances shall be obtained by the Engineering Group prior to commissioning of the facilities. The other licenses / clearances required to be taken by the user group are identified as under:

- OISD clearance
- Factory License
- Contract labour (Regulation and Abolition) Act-1970 Registration
- SKO selling licence
- Inspection / Testing report of all pressure vessels
- License for providing neon signs in case of AFS
- Central Excise Licence
- Customs Licence
- CST Licence
- State ST Licence

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- MST / GST Registration
- Insurance of location – Public Liability Insurance & Package Insurance
- Any other licence as required

1.6 CLOSE OUT REPORT:

Upon commissioning of Grass root projects a “Close Out Report” has to be prepared giving constructive appraisal of.

- a) Brief history of the project
- b) Lessons learnt.

For Government approved projects a ‘Close Out Report’ has to be prepared as per the prescribed formats of Bureau of Public Enterprises and sent to Ministry of Finance, Planning Commission and MOP&NG.


1.7 TENDERS

1.7.1 Types of Tenders

There are mainly 6 kinds of Tenders namely,

- Global;
- Public;
- Limited;
- Single;
- CAPEX / Zonal rate contracts;
- LSTK

Invitation of above tenders is decided taking into consideration various aspects and the monetary limits mentioned in the Delegation of Authorities.

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1.7.2 Time limits for Inviting Tenders

The following time limits (upto technical bid opening) for inviting tenders should be observed:

a) Global Tender

Minimum 6 weeks notice from the date of publication of Tender Notice.

b) Open/Public Tender

Minimum 4 weeks notice to the tenders from the date of publication of Tender Notice.

c) Limited Tender

Minimum 3 weeks notice to the tenderer from the date of receipt of enquiry by the Tenderer.

However, in case of recorded emergencies, with the approval of the GM or above, the above time limits may be reduced wherein also, a reasonable time should be permitted.


1.7.3 Global Tender

Global Tenders are resorted to when the material or equipment is not available indigenously. The procedure laid down for imports as per Government's current policy shall be followed in regard to such tenders.

Approval of Competent Authority is to be taken before inviting Global Tenders.

1.7.4 Public Tenders

Public Tenders may be invited in single bid or two-bid system. It shall be the prerogative of the functional department to decide the type of tender to be called i.e. single bid or two bids.

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Tender Notices

In the case of open / public tenders, a concise version of the NITs should be published in the newspapers, requesting the tenders to visit the IndianOilTenders.com website for complete details. The format for the same is given here under:


INDIANOIL (Marketing Division) Address of the Unit/ Location NOTICE INVITING TENDER		
NIT No. / Name of the Work	Sale Period (both days inclusive)	Contact person
Please visit our website www.IndianOilTenders.com for further details.		

The complete NIT with full details shall be forwarded in the specified format by E-mail well in advance to the service provider with a copy to the Corporate Information systems dept. Adequate care shall be taken in forwarding and monitoring the hosting of NITs for respective units / location on the website since it will be the only comprehensive source of information for the NITs for the Corporation.

The qualifying parameters for inclusion in the Notice Inviting Tender shall be as under:

- (i) The contractor should have done similar job
- (ii) For similar job, the contractor should have completed a single order of value not less than 75% of the estimated cost of the work during any of the preceding three completed financial years.
- (iii) Annual turn over should be at least to the extent of 100% of pro-rata annualized value of the work during any of preceding three completed financial years.

The above limit for single order value may be reduced from 75% to 60% in exceptional cases for reasons recorded in writing and with the approval of the appropriate authority but not below the rank of GMs

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The tender notice can also include Specific parameters related to experience and similar works as per site requirement, which must also be elaborated in the tender schedule.

An Officer in SO/RO/HO commensurating with their authority to approve the tender shall accord approval of NIT conditions. Tender document / notice shall indicate pre-bid conference date and time, if proposed.

A specimen proforma for the NIT to be placed in the website is given in Annexure – ‘A’

1.7.5 Deemed Public Tender


Enquires shall be sent to the parties empanelled against a public tender and it shall be deemed as open tender in line with DOA

If the no. of parties are less than 12, then tenders will be invited from all the parties. In case of any specific situation, the head of the Engineering unit shall select suitable parties considering the availability of the party, workload on hand of the party, performance and financial capability at the time of consideration.

If the empanelled parties are 12 and more, then letter should be sent to all the empanelled parties under certificate of posting informing them about the proposed work and requesting them to purchase the tender document against a payment of nominal fee. All interested parties can purchase and quote against such tenders. For any specific reasons, if it is felt that a particular party should not be considered for participation in tender, same should be recorded in writing and approved by head of Engineering in HO/RO/SO.


Approval for Deemed public tenders shall be as per delegation of authority.

1.7.6 Limited Tenders

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- a) Limited Tenders may be invited in single bid or two-bid system. It shall be the prerogative of the functional department to decide the type of tender to be called i.e. single bid or two bids.
- b) Limited Tenders may be called giving the complete justification when
 - i) The estimated amount is up to the limit as per Delegation of Authorities.
 - ii) In case where time available for starting the work is not enough for following Public Tendering procedure.
 - vi) For specialized jobs, where specialized skills and expertise are required which are available from a few reliable parties.
 - vii) For jobs having parties pre-qualified against Public Tender.
 - viii) Deposit Works for Defence.
- c) Authority for approval of parties for inviting limited tender should commensurate with the authority to approve works as laid down in delegation of authority.
- d) While calling Limited Tenders, the Tender Documents will be sent to at least 6 reliable Contractors / Firms. This condition may be relaxed in exceptional cases in line with DOA.
- e) Limited Tenders should be called from either of the following:
 - i) Short-listed parties against public tender for empanelment.
 - ii) Reliable parties in case of specialised jobs.
 - iii) Parties who have quoted for similar work/purchase during last 1 year against public tender and were found technically qualified, for tender value not less than the LT to be called.
- f) The intending contractors may witness Opening of Technical/price bid.

1.7.7 Single Tender

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Single tender should normally be avoided. However, this may be resorted to in cases of emergency, specialized jobs, jobs of small value as specified in Delegation of Authority and cases where only one particular contractor / supplier is considered suitable for a particular job / supply and to which complete justification is to be recorded. As the competition is excluded in this form of Tenders, necessary precautions must be taken in selecting the Contractor and the rate should be reasonable.

Single tender may be finalised after following procedure as given below for works more than Rs. 1 Lakh :

- a) Tender document should be prepared and handed over to single tenderer.
- b) Offer from the tenderer shall be received in sealed condition, which shall be opened by a tender opening committee.
- c) Technical estimate shall be prepared and approved from competent authority prior to issue of tender.
- d) Tender will be finalised by a TCC.

1.7.8 CAPEX / ZONAL Tenders

- a) The concept of CAPEX /ZONAL contracts is used for carrying out routine CAPITAL / REVENUE works at Retail Outlets, consumer outlets, preliminary works in Grass root Projects and works of value upto Rs. 100 Lakhs in existing Depots / Terminals / AFS etc. so that frequent tendering process will be eliminated and thereby there will be improvement in productivity by cutting down the paper work and time.
- b) The CAPEX / ZONAL contracts are rate contracts and are valid normally for a period of 2 years. The CAPEX contractor will cover different categories of works and monetary limits. Contractors empanelled for one category cannot be considered for award of work against other category.

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- c) The registration of contractors under different categories of works and monetary limits is to be done against the public tender.
- d) Different categories of works and their monetary limits, qualifying criteria (i.e. single order value / annual turnover) etc. are tabulated below:

General Works including Special items under Retail Development works (signages, fascia, cladding, service bins etc.)

Category	Amount	Single WO Value	Annual Turnover
I	Upto 5 Lakhs	1Lakh	10 Lakhs
II	5 to 20 Lakhs	5 Lakhs	40 Lakhs
III	20 to 50 Lakhs	25 Lakhs	100 Lakhs
IV	50 to 100 Lakhs	50 Lakhs	200 Lakhs

Procurement of Vision – 2000 items shall be done only from the parties approved by HO/RO/SO.


- e) The following guidelines to be adopted for finalisation of CAPEX/ ZONAL contract.
 - i) Tender should be invited in two-bid system.
 - ii) No. of parties required against each category shall have to be specified in the NIT / Tender documents.
 - iii) Minimum qualifying parameters shall have to be specified in the NIT / Tender documents. The tender conditions should also mention that in case same percentage is quoted by two or more parties, the Party with higher turnover shall be preferred.
 - iv) Estimated rates of each item shall have to be indicated in the tender schedule.
 - v) Tenderer shall be asked to quote the percentage variation (\pm), applicable uniformly to all the items i.e., they should give their price against the total price of the schedule of works expressing the variation in percentage basis (\pm).

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- vi) The approximate total value of works likely to be taken up under each DO during one financial year may be indicated in the Tender Document.
- vii) It is to be mentioned in the NIT / Tender documents that 'lowest acceptable rate' shall be offered to all the required no. of technically qualified parties for execution of work during the pendency of the contract period. Those parties agreeable to the above condition i.e. to execute the work with the 'lowest acceptable rate' (to be decided by the Corporation) should only quote.
- viii) The lowest rate shall mean the lowest acceptable rate quoted by the L-1 party (with or without negotiations as the case may be), after following the Corporation's rules on the procedure of bid comparison. This also should be mentioned in the NIT and the tender document.
- ix) Based on the offers received from the parties, a list of parties will be made on ascending order of their offers received. L-1 and other parties subject to their acceptance of L-1 rates (from the said list of parties mentioned earlier) upto the number of parties required shall form the list of empanelled parties. The jobs under a category shall be distributed among those empanelled parties equitably through out the period of contract.
- x) In case an empanelled party backs out, the next party on the original list of parties quoted against the tender shall be included in the empanelled list.
- xi) NIT / Tender document must specify the validity of party's offer and the duration of contract period.

e) Procedure for inclusion of new parties for CAPEX/ Zonal contracts

- i) The requirement of additional contractors should be worked out based on the quantum of work in hand vis-à-vis availability of contractors after through review. This should not be on the basis of the requirement of the contractors indicated at the time of inviting the original tender and the

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contractors empanelled. New tender for additional contractors should be strictly for the actual shortfall based on the current requirement.

- ii) The tender for inclusion of additional contractors should be invited only when it is not possible to execute the works with the available contractors after ensuring adequate work for the empanelled contractors.
- iii) One more opportunity should be given to the tenderers who were qualified against the original tender but did not accept the rates offered by IOC.
- iv) Detailed justification should be prepared for inviting new tender, which should be approved by Head of State Office.
- v) The qualifying parameters should be same as that of original tender.
- vi) There should not be any deviations from the terms and conditions, specifications and schedule of rates of the original tender.
- vii) The rates of the new CAPEX should be same as that of the original contract.
- viii) The panel of new contractors should be valid only for the balance period of the contract.

1.7.9 Lump Sum Turnkey Contracts (LSTK)

Lump sum turnkey contracts are used for construction of grass root depots / terminals, retail outlets etc. All the works involved in the construction of the facility is carried out through a single contractor who executes the work on turn key basis.

Agreed amount shall be paid to the Contractor in accordance with the terms and conditions of the Contract.

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LSTK contracts can be finalized against a public tender or through a limited tender. The LSTK tenders shall preferably be Engineered LSTK where all the drawings, sizes, specifications etc. should be freezed before invitation of tender.


1.7.10 Pre-Bid Conference

Pre-bid conference is proposed for works of value more than Rs 50 lacs under single bid and more than Rs 200 lacs or where the specifications are not comprehensive in the case of two bid. For single bid tenders below Rs.50 Lacs, pre-bid conference is optional. Pre-bid conference is thought necessary due to following reasons:

- a) Clarify all techno-commercial issues
- b) Where there is reasonable apprehension that the bidders may pose counter conditions on commercial aspects and deviations in technical specifications of the tender which are not acceptable to us. In such cases, the bidders are to be asked to withdraw all counter conditions and technical deviations and accept in writing our specifications and conditions in toto.
- c) In case, the tender specifications are not comprehensive / well defined, thereby allowing a reasonable possibility of tenders offering variations on the tendered specifications which could be acceptable. Such a situation could arise in many cases due to the manufacturer / supplier having a considerable amount of expertise in his specific field and thus being able to offer items not spelt out in the tender specifications or suggesting variations from the tender specifications. In such cases, technical experts who finalized the tender specifications could consider the different offers and arrive at revised specifications which could be indicated to all the prospective manufacturers / suppliers. This would bring all the offers on a comparable basis.

Single / Two Bid Tenders – Pre-Bid Conference:

- i) Tender document/notice shall indicate pre-bid conference date and time. The Pre-bid conference shall be held after one-

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week interval from the last date of the sale of tender document.

- ii) During the pre-bid conference all techno-commercial terms and conditions including counter conditions, if any, should be thrashed out and finally acceptable, terms and conditions should be arrived to bring all parties at par.
- iii) NIT qualifying parameters are not to be discussed during pre-bid conference.
- iv) Minutes of Meeting / conference should be prepared and signed by the prospective tenderers as well as IOC during the pre-bid conference. Prospective tenderers to be categorically informed that any deviation taken by them, apart from those agreed in conference will result in summary rejection of their tender.


Revised date and time of submission and opening of the bid, if any, to be intimated in writing to the tenderers during this conference.

Prospective tenderers who are absent during pre-bid conference are to be advised in writing about the outcome of the deliberations as well as the revised date for submission and opening of tender.

Two Bid Tenders – Pre- Price Bid Conference:

- i) After opening of techno-commercial bid, if found necessary, pre-price bid can be arranged for any clarification on the commercial aspect. All eligible tenderers shall be intimated in advance about the pre-price bid conference.
- ii) Date & time of Price Bid opening may also be decided in the conference and advised to all eligible tenderers. If circumstances permit, price bid can be opened on the conference day itself.

1.7.11 Tender on LOT system


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Tender on Lot System should be followed in cases where more than one party is required to be awarded the job for procurement of material on the grounds of criticality of supply or capacity constraints.

In this regard latest guidelines given in the Materials Management Manual should be followed.

1.7.12 Tenders on Percentage Basis

- a) When tenders are invited on unit rate basis for various items, the bidders are required to quote their rates against each item in the tender. The tenders are evaluated based on the total value of the work quoted by the contractor vis-à-vis our estimate.
- b) Many a times, it is seen that although the tenderer is overall lowest, but certain rate quoted for specific items are either very high or low. We may succeed in getting some rebate for the rate quoted on higher side, but we cannot accept higher revision in the rate for items where the rates are low. During the pendency of work, it may so happen that such item may undergo variation, which may eventually vitiate the sanctity of the tender.
- c) In order to overcome such eventuality, it is preferable to call tenders on percentages basis (\pm) based on the rates provided by IOC in the tender itself.
- d) Percentage tenders have many advantages as given below:
 - As the rates are furnished in the tender, the parties are required to only quote percentage plus or minus of the total amount.
 - Eliminates abnormal high or low rates for individual items.
 - Possibility of change in tender position due to deviation in quantities during execution of work is eliminated. The lowest tenderer remains lowest after completion of job even with variation of quantities in items during the execution.
 - Convenience in preparation of comparative statement, work orders, revised comparative statements etc.

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- e) Percentage tenders can be adopted for repetitive and familiar jobs and where estimated costs for the individual items have been arrived at as per the guidelines given under “Technical Estimate”.

1.7.13 Two-Bid System of Tendering

Two-bid system of tendering may be adopted in following cases:

- Where the value of Contract is Rs.200 lacs or more
- In case, the tender specifications are not comprehensive / well defined, thereby allowing a reasonable possibility of tenders offering variations on the tendered specifications which could be acceptable. Such a situation could arise in many cases due to the manufacturer / supplier having a considerable amount of expertise in his specific field and thus being able to offer items not spelt out in the tender specifications or suggesting variations from the tender specifications. In such cases, a two-bid system could be advantageous as the technical experts who finalized the tender specifications could consider the different suggestions and arrive at new specifications which could be indicated to all the prospective manufacturers / suppliers so that they could quote in line with agreed new specifications. This would bring all the offers on a comparable basis.
- Where there is reasonable apprehension that the bidders may pose counter conditions on commercial aspects and deviations in technical specifications of the tender, which are not acceptable to us. In such cases, the bidders are to be asked to withdraw all counter conditions and technical deviations and accept in writing our specifications and conditions in toto before qualifying the bidder.

Revision of specifications to make all the offers quote to the same specifications, would be the function of the technical officers who approved the tender specifications and should be referred to them by the Tender committee if need for such revision is felt. As far as commercial conditions are concerned, the Tender Committee would evaluate them and make their recommendations, keeping in view the acceptability or otherwise of each evaluation from the commercial conditions stipulated in the tender.

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The Tender Enquiry under Two-Bid system should specify receipt of quotations in Two Separate sealed covers, one containing particulars relating to specifications, delivery schedules and all other commercial terms except price and the other containing only price.


On the due date of opening of technical bid, the sealed covers containing particulars / specifications / delivery schedules and other commercial terms i.e., techno-commercial bid cover should be opened by TOC and all the pages initialed.

The envelope containing the 'price bid' should be signed and numbered (1/5, 2/5, 3/5...5/5 in case of receipt of five tenders) by officers opening the tenders in token of having received the cover containing price bid. The sealed 'price bids' should be put in a bigger envelope, duly signed & sealed and put back in tender box having double locking system.

The Tender Committee should then evaluate both the technical and commercial terms and make their recommendations regarding technically and commercially acceptable offers taking into account the specifications, party's reliability, past performance, etc.

Thereafter, the second sealed covers containing the price bids should be opened by the Tender Opening Committee in respect of only those parties whose bids have been found to be technically and commercially acceptable. The qualifying parties may be present at the time of opening of price bids.

Price bids of the technically successful bidders should be opened on a specified day to be notified to such bidders by fax/phone/E-mail allowing them minimum three days to enable them to participate for the opening of the price bid. In case all qualified parties are locally based / available on hand, the price bids can be opened within a day's notice.

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Tenderers are required to deposit Earnest Money Deposit with the Cash Department and enclose copy of the cash receipt obtained from the Cash Department, along with their Technical / Commercial Bid and not with their Price Bid. Alternatively, the tenderers may also submit acceptable instruments like Demand Drafts / Pay Orders in favour of the Corporation – A/c. Party, or Bank Guarantee along with their Technical / Commercial bid only.

To overcome the problem of submission of acceptable instruments along with the price bid instead of Technical / Commercial Bid, the tender envelopes to be supplied along with the tender documents to the bidders have to be printed or stamped as detailed below:


ENVELOPE 'A'	-	TECHNO-COMMERCIAL BID AND ACCEPTABLE INSTRUMENTS TOWARDS EMD ETC. WITHOUT PRICE BID
ENVELOPE 'B'	-	PRICE BID.

In addition to the above, the top sheet of the tender documents should also mention “Insert Acceptable Instruments towards EMD in Envelope ‘A’ containing Techno-Commercial bid without price”.

1.7.14 Empanelment Tender

The empanelment of contractors shall be carried out through Public Tender once in three years. The empanelment is categorized to cover different nature of works (civil, mechanical etc.) and contract value.

The empanelment procedure involves 3 stages. In the first stage, the TCC will shortlist parties for detailed evaluation based on initial data provided by the applicant. In the second stage, detailed evaluation including visit to the contractors' premises / sites where work is under progress / recently completed etc. may be conducted with the help of Third Party Inspection Agencies. In the third stage, the TCC will submit final recommendations for Management's approval.

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1.7.15 Tender finalization time

- i) Single-bid tenders
Generally, single-bid tenders shall be finalized within 30 days from the date of opening of the tender.
- ii) Two-bid tenders
Generally, Two-bid tenders other than empanelment tenders shall be finalized within 45 days from the date of opening of the tender (technical bid)
- iii) Empanelment Tenders
Generally empanelment tenders should be finalised within 120 days from the date of opening of the tender.

1.7.16 Purchase / Price preference for PSUs / Joint ventures of IOC / NSIC Registered parties.


The purchase / price preference given to PSUs / NSIC registered parties and Joint ventures of IOC shall be based on guide lines issued by Government of India and Corporate Office respectively from time to time.

The clause regarding purchase / price preference for PSUs/ NSIC / Joint ventures of IOC registered parties shall be clearly brought out in the tender.

1.8 REGISTER OF TENDERS

A Register of Tenders shall be maintained which shall contain the following information:

- a) Tender Number with due date


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- b) Particulars of Work / Supplies
- c) Last date & time of receipt of Tenders
- d) Date & time of opening of Tenders
- e) Date & time of Pre-Bid conference if any.
- f) Name of the party to whom Tender Documents are sold with address, telephone / fax no., e-mail address
- g) Cost of Tender Documents
- h) Cash Receipt Number for Tender Fees against each party
- i) EMD particulars against each party on opening of Tender
- j) Signature of parties present during technical bid and price bid opening of the tender.
- k) Signature of tender opening committee members
- l) Total amount quoted by tenderers
- m) Work order reference, date and value
- n) Remarks

The prescribed format for tender register is given in Annexure – ‘C’

1.9 TENDER FEE

The Tender Documents are to be given to the intending tenderers against payment of cost of Tender Document. Central / State PSUs and joint ventures of IOCs may be given tender documents free of cost. Small Scale Units registered with National Small Industries Corporation (NSIC) are entitled for free tender documents for purchase tenders only subject to producing documentary evidence of valid Registration with National Small Industries Corporation.

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Tender fee should be deposited by Cash, Demand Draft, Crossed Postal Order with the Chief Cashier of the concerned location. Tender documents to be collected from the Engineering Department of the concerned office on production of the Receipt. The Demand Draft / Postal Order should be made payable at the place where the tenders have been called for. Outstation instruments will not be accepted. The Corporation is not responsible for any postal delays.

1.10 TENDER DOCUMENTS

Tender Documents should inter-alia contain the following documents and particulars:


- a) Printed cover(s) supplied by the Corporation in which tenderer will send his sealed Tender.
- b) Tender Notice
- c) Schedule of quantities of the work to be done (price bid)
- d) Specifications, which are covered separately.
- e) Copy of plans and drawings necessary for the tenderer to have clear idea of the work to be done.
- f) General conditions of contract
- g) Special conditions of contract
- h) Contract agreement document
- i) Any other document relevant to the tender.

Tender documents are not transferable.

1.11 PRICE BID FORMAT

Whenever the parties are asked to quote the individual item rates, the format to be used for the price bid is given as **Annexure – ‘D’**.

The format to be used for the price bid seeking percentage offer on the total amount is given at **Annexure – ‘E’**

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It is to be noted that no un-quantified items seeking only rates should be included in the tender.

1.12 DESPATCH OF TENDER DOCUMENTS

The tender documents should generally be dispatched to the tenderers 'under certificate of posting'. If required the documents may be dispatched by registered post /speed post/ courier. Tender documents can also be delivered by hand with the approval of HOD of engineering at HO / Region / State office. The proof of dispatch shall be retained in the tender file.


1.13 RECEIVING AND OPENING OF TENDERS

Tender documents should be submitted only in the prescribed tender schedule form supplied by the Corporation. The tender and subsequent communications if any, should be submitted in the cover supplied by the Corporation, duly sealed. The Tender number, Closing date and Time shall be boldly super scribed on the outer cover.

A Tender Box will be kept in Engineering Department for collecting all Tenders. The empty box will be locked and sealed before the box is put to use. Tender box should have double locking system such that at any given time tender box can only be opened by simultaneous use of two keys. One key will be retained by the Engineering Department and the other by Accounts department. The keys of the lock will be kept in the custody of a responsible Officer of the concerned departments. All tenders that are received whether by post or by personal delivery, will be required to be deposited in the tender Box. The Tender Box will be opened by the Tender Opening Committee after checking the seal to the lock. The aperture in the tender box will be sealed by the Officer concerned after the expiry of the due date and time.

The Closing date for submission of the tender document and opening date of the techno-commercial bid in the case of two bid tender and price bid in the case of single bid tender should preferably be the same.

There should not be normally a time gap of more than half an hour between the time of submission of Tender and time of opening the Tender.

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In the event of scheduled closing / opening date being declared a holiday, the next working day shall be considered as the last date for closing / opening of the tender without any formal intimation to the tenderers. No separate approval shall be required in this regard. Closing time for submission of bids and opening time of bids shall be same as was on declared holiday.

In case the schedule date for sale of the tender need to be extended for any reason, the same requires approval of the H.O.D. of the Engineering Department at Head Office/ Region / State office. The postponement shall be intimated in writing to all the tenderers who have been issued the tender document for participation in the tender, sufficiently in advance of the revised tender opening date.

In the case of public tender, extension of last date for sale of tender document shall be approved by HOD followed by a suitable corrigendum in the newspaper / IOC's website.

The opening of the tenders shall be made in the presence of the tenderers.


1.14 FUNCTIONS OF TENDER OPENING COMMITTEE

The tenders will be invariably opened on the stipulated date for receipt of tenders, immediately on the expiry of the time prescribed, unless the time had been extended earlier. Failure to do so should be recorded in the tender register and should be brought to the notice of the Head of the Department. The tender opening committee will be convened by an Officer of the Department concerned, not below the rank of Engineering Officer.

There will be one representative of the Accounts Department not below the rank of Accounts Officer, Grade II in the Committee.

The broad functions of the Tender Opening Committee will be as follows:


- a) To check the seal on the lock and the aperture of the tender box and to open it after satisfying themselves that the seal is intact and that there is no sign of tampering. Any suspicious circumstances noted by them should be brought to the notice of the appropriate higher officer of the Department responsible for keeping custody of the box.

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- b) To verify the Register for sale of Tenders to ensure that tenders have been received only from those to whom tender documents were sold and that the entries in the Register are complete.
- c) To check the covers containing tenders and to ensure that they are complete in all respects. The seal on the covers are to be checked for any sign of tampering and thereafter they should neatly cut them open, retaining the seals or writings over the cover intact. Should the tender be received in unsealed condition, same should be recorded on the tender document itself by tender opening committee.

The covers containing late tenders should not be opened. Late tenders received till the opening of tender by TOC shall be filed after joint signature of TOC and recording the reasons for not opening the tender. However tenders received after completion of tender opening formalities by TOC shall be filed after signature of officer from functional deptt. Clearly recording the date and time of receipt of tender.

- d) To affix date and initials on all covers to enable identification of covers later, if necessary. These covers must be retained along with tenders.
- e) To affix date and initials on all the pages of the tenders.
- f) To authenticate any difference between the rates given in figures and words, over-writing, cutting, use of white fluid etc. in the tender.
- g) Total quoted amount of all the tenderers should be signed by all the Tender Opening Committee members in the tender.
- h) Total amount of tender quoted price should be entered in the tender opening register.
- i) To verify the receipt of Earnest Money Deposits.
- j) In the case of Two Bid Tender, the procedure covered under Two Bid System of Tendering for safe custody of Price Bids shall be followed.

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1.15 PREPERATION OF COMPARATIVE STATEMENT

- a) The technical bid comparative statement shall be prepared by the Engineering Department and counter signed. All special terms and conditions that may be laid down by the tenderers, their experience and other points should also be tabulated. No discretion is vested with the person preparing and checking the statement to omit any conditions.


The technical bid comparative statement need not be routed through Finance and the same should be perused / verified and signed by TCC members in first sitting.

- b) Price bid comparative statement shall be prepared at the time of tender opening itself. The estimated quantities, rates and values will be noted on the left hand side (in the first column) strictly in accordance with the Tender Schedule and the quoted rates tendered by the different parties with corresponding values will be noted against the respective items, Party wise. In the case of percentage tenders, the percentage quoted by different Parties will be tabulated to compare viz-a-viz estimate.

The comparative statements so generated will be signed by officer from functional deptt. and counter checked by Accounts department. This statement may be verified by TCC during their meeting / deliberations.

Should there be any discrepancies between rates given in words and in figures or amount shown in the tender, following procedure shall be followed:

- i) When there is a difference between the rates in figures and words, the rate, which corresponds to the amount worked out by the contractor shall be taken as correct.
- ii) When the rates quoted by the Contractor in figures and words tallies but the amount is incorrect, the rates quoted by the Contractor shall be taken as correct and not the amount.

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- iii) When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted.
- iv) If rates are not quoted in words, offer should be summarily rejected.

1.16 CONSTITUTION OF THE TENDER CONSIDERATION COMMITTEE (TCC) /PROCESS COMMITTEE

- a) The Tender Consideration Committee should be constituted as per the Delegation of Authorities in force for finalisation of tenders.
- c) In order to review TCC's recommendations/ further consideration of proposal, a higher level committee known as Process Committee can be constituted with the approval of Dir. (M), Head of the Region or Head of State Office within the authorities delegated to them respectively. The constitution of the Process Committee shall inter-alia include a Finance officer of appropriate level, as defined in the DOA who is otherwise empowered to accord Finance concurrence to such proposals. Such proposals processed by the Process Committee will not require any separate Finance concurrence.


1.17 FUNCTIONS OF THE TENDER CONSIDERATION COMMITTEE

1.17.1 The committee will meet as required at the appointed time and place, record their deliberations, which will form basis for finalization of proceedings.

1.17.1 TCC member of the Engg. Department will have to certify as to whether the party being considered for recommendation is Holiday listed/ blacklisted or otherwise or under evaluation due to developmental order/trial order.

1.17.2 The following are the specific responsibilities of the TCC members:

- a) To scrutinize the tenders received.
- b) Check whether the technical bid Comparative Statement has been signed by the Engineering Department.


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- c) Check whether the price bid comparative statement has been signed by functional department and checked by Finance department.
- d) To ensure that the Comparative Statement (technical and price bid) contains all the necessary particulars and verify their correctness.
- e) To examine the financial status and experience of the Contractors with reference to the evidence presented by them and to make recommendations on merits.
- f) To examine the qualifying parameters of the bidders including inspection of the works carried out by the bidders if required, cross-references from the authorities who have issued certificates, financial status, jobs on hand, and other relevant particulars.

All these examinations shall be done with respect to original documents produced by the party. In case of some adverse information during cross-examination, the party shall not be considered.

- g) Conduct discussion / negotiation with parties in line with laid down procedures.
 - h) Seek inter / intra departmental clarifications, if required, at one go without any delay on techno-commercial terms. Piecemeal queries / clarifications are to be avoided.
 - i) Hold discussions / deliberations among TCC members and put up recommendations for approval of the competent authority.
 - j) TCC members shall prepare the minutes of TCC deliberations and sign the same on the day of the meeting itself. The Engineering department may prepare the draft in advance to facilitate the above.
- 1.17.3 All members of the Committee are jointly responsible for the recommendations made. Difference of opinion, if any, will be specifically recorded and brought out in the proceedings.


Checklist for final recommendations of TCC for award of work is given at **Annexure-‘F’**

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1.18 NEGOTIATIONS ON TENDERS

- 1.18.1** Normally, no negotiations / discussions are to be conducted. However, negotiations may be conducted by TCC with the lowest tenderer based on specific decision/recording by TCC.
- 1.18.2** The TCC is empowered to conduct price negotiations and need not seek prior approval of competent authority. However post tender negotiations are banned except in the case of negotiations with L-1.
- 1.18.3** Tenderer should not be permitted to impose any new condition at the time of negotiations.
- 1.18.4** Normally, no time period is to be given to the tenderers/ vendors for withdrawal of their counter conditions and all techno-commercial terms should be settled in Pre-Price Bid Opening Conference. In case of unavoidable circumstances, tenderers can be given a maximum of 7 days from the date of conference to withdraw conditions unacceptable to IOC and the tenderers should sign the Minutes (hand written, if required) in token of acceptance. All acceptable deviations should be advised to all the tenderers to bring them on par and if revised Price Bids are called for, time and date of submission should be mentioned in the Minutes. No separate letter shall be written. Minutes shall be signed by TCC Members also.
- 1.18.5** Unsolicited price rebate, price reduction, quantity discount given by the parties during techno-commercial bid evaluation or after opening the price bids should not be entertained. In such cases, if the party refuses to withdraw unsolicited rebate, price reduction, quantity discount, the party's offer shall be summarily rejected.

Only where the parties have been asked by the TCC to submit their revised price bids due to change in conditions, acceptance of certain parameters, negotiations, then such revised price bids shall be considered for evaluation of tenders. However TCC should ensure that the sanctity of the tender is not vitiated by seeking revised price bids from the tenderers.

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1.18.6 In case of tenders on lot systems / CAPEX / Zonal contracts, the finalization of the tender shall be in line with guidelines.

1.18.7 In case of parties / vendors enjoying tax holidays, attempts should be made for price negotiation with such party, to match their basic price with the lowest basic price received against the tender to avail the opportunity so as to achieve the best economy. This is applicable only to the cases when the party enjoying tax holiday is L-1.

1.19 TCC RECOMMENDATIONS

1.19.1 TCC shall normally recommend award of contract to the lowest tenderer, when their offer is within minus 15% of the estimated value.


1.19.2 When the lowest valid offer is within plus 10% of the estimated value, the party shall be called for price negotiation so as to bring down the rates within estimated cost. Work shall be awarded to lowest tenderer after negotiation as per DOA.

1.19.3 When the lowest valid offer is more than plus 10% of the estimated value, the party shall be called for price negotiation so as to bring down the rates within estimated value. If the party does not agree to bring down the rates within plus 10% of the estimated cost, TCC may recommend based on merits of the case:


- a) Award of work at the negotiated price (which may be more than 10% of estimated value) with justification for approval of competent authority in line with DOA.
- b) Cancellation of the tender.

1.19.4 In case the lowest valid offer is lower than minus 15% of the estimated value, TCC will seek justification / clarification from the party for workability of such low offer and satisfy themselves for reasonability of rates and put up recommendations for award of work to lowest tenderer. In case the workability is not established, TCC may recommend cancellation of the tender. Such cases shall be approved as per DOA.

1.20 PROCEDURE FOR FINALISATION OF TENDERS INVITED THROUGH CONSULTANTS

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- 1.20.1 The consultant will prepare the tender enquiry and detailed tender documents with rate analysis for items, drawings etc.
- 1.20.2 The functional department will scrutinize the same and convey its approval.
- 1.20.3 The consultants will invite PT or LT (single / two-bid) as advised by the functional department. Approval to invite LT and the names of tenderers for LT will be conveyed by the functional department inline with the DOA, based on the recommendation of the consultant.
- 1.20.4 Tenders shall be received by IOC in the tender box.
- 1.20.5 In case of 2-bid system,
- The technical bids would be opened by IOC (representatives of functional department and Finance) with the help of the consultant.
 - The consultant would evaluate the technical bids, call the parties, if required, to bring them at par and submit their final recommendations along with comparative statement of technical bids (final position) and complete justifications to IOC for opening of the price bids.
 - TCC would scrutinize the recommendations of the consultant and if acceptable, convey its clearance to the consultant for opening the price bids.
 - The consultant would inform the qualified parties the date and venue for opening of the price bids.
 - The price bids (single / two-bid) would be opened by IOC (representatives of the functional department and Finance) with the help of the consultant.
- 1.20.6 The consultant would prepare the comparative statement of price bids and submit to IOC with his recommendations. The comparative statement will be checked by the functional department and Finance.
- 1.20.7 TCC will scrutinize the recommendation and in case any negotiation is required, it shall be conducted by TCC and finally recommend award of the contract for approval of competent authority as per DOA.

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1.20.8 The consultant would prepare LOI / detailed work / purchase order for issuance by the functional department in IOC.

1.20.9 The functional department will scrutinize the same and release work order in line with the DOA.

1.21 PROCEDURE FOR APPOINTMENT OF CONSULTANT

The consultants need to be appointed when it is felt absolutely essential. The consultant's role should be well defined. The consultant is meant to assist the departmental officers because of lack of expertise and, it should not mean that they take over all functions. The appointment of consultant needs to be done in a transparent manner in line with the procedure given below:

- a) In case the value of consultancy contract is less than Rs. 1 Lac, the consultant may be appointed on single tender basis after verifying the credentials and obtaining approval from competent authority as per D.O.A.
- b) In case the value of consultancy contract is between Rs. 1 Lac and Rs. 50 Lacs (both inclusive), the appointment of consultant to be done by inviting limited tender. The procedure to be followed for inviting limited tender shall include: -
 - Details about availability of local consultants who are suitable for our specific job may be collected by conducting market survey.
 - Based on such survey, the identified consultants may be asked to submit their credentials.
 - Credentials of all the consultants may be scrutinized and most suitable consultants may be short-listed.
 - Limited tender to be invited from such short listed consultants and finalised in line with D.O.A.
- c) In case value of consultancy is more than Rs. 50 Lacs, the consultants to be appointed either by calling public tender or inviting limited tender from approved panel of consultants empanelled through public tender.

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Panel of consultants be formed by adopting the following procedure:

- Public notice may be published in the newspaper seeking the pre-qualification offers from the prospective consultants.
 - Such public notice should be clearly spelled out qualifying parameters.
 - Offers received against public notice may be scrutinized by Higher Level Committee to empanel the consultant.
 - The recommendations of the said committee should be approved by the ED of the Region or by Head of State after Finance concurrence.
 - Limited tenders from the above empanelled consultants may be called for specific jobs.
 - Such tenders may be finalised in line with D.O.A. for deemed limited tenders.
- d) While finalizing the consultancy contract, it should be ensured that Security deposit and liquidated damages clause are incorporated in the contract in line with other works contract.
- e) In case of architectural consultants, the consultant appointed must necessarily be registered with Council of Architects.

1.22 INVALID/ REJECTION OF TENDERS

1.22.1 A Tender is invalid and may be rejected outright, if tenderer:

- a) Does not pay the Earnest Money Deposit before closing date and time of tender.
- b) Does not fulfill minimum qualifications prescribed in the tender document
- c) Submits the tender late, i.e., after due date & time.
- d) Is holiday listed or blacklisted.
- e) Does not submit complete price bid giving rates in words and figures.

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- f) Does not submit acceptable instruments towards EMD along with technical / commercial bid, but submits with the price bid (in the case of Two-bid System of Tendering).

1.22.2 A tender is also liable for rejection, if the Tenderer:


- a) Stipulates the validity period less than what is stated in the Tender Form
- b) Stipulates his own conditions.
- c) Does not disclose the constitution of the firm with full names and addresses of all his partners / directors.
- d) Does not fill in and sign the tender form as well as the schedule of rates, annexure, specifications, etc.
- e) Does not produce latest Income-Tax Clearance Certificate, valid as on the date of the tender.
- f) Does not propose to make available sufficient number of manpower /other machinery required for satisfactory execution of work in the offer.
- g) Does not give proof of past performance.

1.22.3 A tender can be rejected without assigning any reason whatsoever to the tenderer. However, no valid tender will be rejected without proper justification. If a particular contractor is holiday listed/blacklisted, banned or debarred, his tender should be rejected outright. Reasons for rejecting will be placed on record but will not be communicated to the Tenderer.

1.23 QUOTATIONS RECEIVED LATE

1.23.1 Quotations received late will not be opened but will be kept in tact. The unopened tender shall be produced before the Tender Consideration Committee and should be indicated in the Tender Opening Register.

1.23.2 The Tender whose quotation has been received late may be advised that his tender has been filed without opening, since it was received late. In case the

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tenderer has attached any Bank Draft to his tender, he will request us to return the same. On receipt of the request, the unopened tender envelope may be returned intact to the tenderer after recording on the envelope the date and time of receipt of the tender.

1.24 EARNEST MONEY DEPOSIT

a) Objective

This is a deposit which the tenderers have to make in token of their earnestness to undertake the work if entrusted to them on the basis of their quotation.


b) Quantum of EMD

The Earnest Money Deposit is to be taken on the estimated cost of works / purchase, as detailed below :

Estimated Tender Value	Amount of EMD
Upto Rs. 1 lakh	Nil
From Rs. 1 lakh to Rs. 500 lakhs	2%
From Rs. 501 lakhs to Rs. 1500 lakhs	Rs. 10 lakhs plus 1½% on the additional value of tender over Rs. 500 lakhs
From Rs. 1501 lakhs to Rs. 2500 lakhs	Rs. 25 lakhs plus 1% on the additional value of tender over Rs. 1500 lakhs
Above Rs. 2500 lakhs	Rs. 35 lakhs plus ½ % on the additional value of tender over Rs. 2500 lakhs

c) Exemption from payment of EMD

- i) No EMD for purchase of spares / capital items / equipments of proprietary nature from original equipment manufacturers / distributors / sole agents / authorized dealers.

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- ii) Central / State PSUs / NSICs/ JVs of IOC are to be considered for exemption as per the guidelines issued from time to time.
- iii) Consultants engaged for architectural services only.

d) Waival of EMD for tenders

In exceptional cases, exemption may be granted, subject to Finance Concurrence and approval of GMs/EDs.

e) Mode of payment of Earnest Money

Upto Rs. 25000/-

- i) In cash on which no interest will be allowed.
- ii) Pay orders or Demand Draft of Scheduled / Nationalized Banks, on which no interest will be allowed.


Above Rs.25000/-

- i) In cash on which no interest will be allowed.
- ii) Pay orders or Demand Draft of Scheduled / Nationalized Banks, on which no interest will be allowed.
- iii) Guarantee bonds executed by Nationalized / Scheduled Banks, valid for period specified in the tender, as per model form of IOC given at **Annexure – ‘G’**.

Bank Guarantee should be submitted along with the tender by tenderer. However, confirmation (on the authenticity of Bank Guarantee) from the bank has to be obtained directly by the deptt.

f) Forfeiture of EMD

- i) When the party backs out after placement of work order.
- ii) In case of forgery/fraud, EMD is to be forfeited in addition to other penal actions.

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g) Release of EMD

The Earnest Money Deposit paid against a tender is refundable to the unsuccessful tenderers and procedure to be followed is as under:


- i) EMD of bidders disqualified during techno-commercial bid evaluation shall be released immediately after finalisation of technical bid.
- ii) EMD of bidders qualified in techno-commercial bid but unsuccessful in price bid stage shall be released immediately as soon as tender is finalised and work order is accepted by the party.
- iii) EMD of successful bidder(s) shall be released after submission of the initial Security Deposit as per procedure.

It is not necessary to receive a request from the unsuccessful tenderers for refund of Earnest Money.

No separate sanction is necessary for refund or adjustment of Earnest Money Deposit after finalisation of the tender. The competent authority in HO/Regions / SO will intimate unsuccessful tenderers to send Cash Receipts to Engineering department for its refund, in case of cash payment. On receipt of cash receipts from the tenderers, the engineering department will send the same to Accounts Department with a request to refund the Earnest Money Deposit.

While refunding EMD to the unsuccessful tenderer, utmost care should be taken. Cash receipt should be obtained from the unsuccessful tenderer and it should be ensured that the EMD to the unsuccessful tenderer is refunded only to the original depositor. In case the original depositor is unable to produce the cash receipt, EMD should not be refunded unless total safeguards are taken by obtaining Indemnity Bond as specified.

The Earnest Money of the successful tenderer may be converted into Security Deposit, if the successful tenderer has paid the Earnest Money in Cash / DD / Pay order and requests in writing for such conversions.

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While converting the Earnest Money Deposit into Security Deposit, the successful tenderers will have to return the Cash Receipt issued to them by Cash Section, to Engineering Department. On receipt of Cash Receipt, Engineering Department will make necessary entries in the payment register and submit the Cash receipt to Accounts Department under an Inter Office Memo.

For single Tender and works finalized on post-facto basis, no Earnest Money Deposit is taken. For Limited tenders below Rs.1,00,000/- no Earnest Money is required to be taken. However, for CAPEX/Zonal contracts EMD amount shall be 2% of the upper limit in the category.

1.25 SECURITY DEPOSIT

1.25.1 Objective:

This is a deposit which successful tenderers have to make for:

- a) Satisfactory performance of the contract and
- b) To secure the Corporation against defect liabilities for a period of 12 months from the date of completion.


This amount is liable to be forfeited in case of failure on the part of contractor to rectify the defects / fulfill the liabilities in accordance with the terms of agreement, work order or other agreements that may be agreed upon by the Contractor in writing.

1.25.2 Quantum of Security Deposit:

Security deposit amount shall be equivalent to 10% of the value of work done (there shall not be any upper ceiling for security deposit amount).

The total Security Deposit will be on the value of the work actually executed and not on the value of the work order.


1.25.3 Method of payment of security deposit:

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- a) 25% of the total security deposit is payable by DD / Pay order on placement of work order in advance on which no interest is allowed. The balance 75% of the total deposit will be recovered by deduction from each running bill for work done by the Contractor at the rate of 10% of bill value, until the total amount of security deposit is recovered.
- b) Alternatively, Bank guarantee for entire amount of security deposit (worked out based on work order value) shall be submitted by the contractor before commencement of the work. The BG shall be valid for a defect liability period of 12 months from the date of completion of work. Genuineness of the Bank Guarantee needs to be verified from the bankers.
- c) Option of one of the above methods once exercised should under no circumstances be changed later on.
- d) In case the final value of work executed is less than work order value, the contractor can replace the BG of higher value submitted at the time of commencement of work with BG of reduced value worked out based on the actual value of work completed. Conversely IOC shall be at liberty to deduct additional security deposit from the contractor's final bill on account of increase in value of the work executed.
- e) For delayed works, validity of BG shall be suitably extended before expiry of scheduled completion period.

1.25.4 Payment of initial security deposit:

Initial security deposit must be first obtained before the site is handed over to the contractor prior to commencement of work. Under no circumstances, the work should be commenced unless the payment of initial SD and execution of contract agreement are completed by the contractor.


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1.25.5 Exemption from payment of Security Deposit

Normally, no Tenderer shall be exempted from payment of Security Deposit. However, architects registered with council of architects are exempted from payment of security deposit.

1.25.6 Refund of Security Deposit

- a) The Security Deposit is refundable twelve months after satisfactory completion of the work. These works will be inspected by Engineering deptt. before the expiry of the defect liability period and critically examined / inspected as regards the quality of the work. If some defects are noticed, the contractor will be advised in writing to rectify the same. It should be ensured that the instructions to contractors for rectification of defects, reach well in time before the expiry of the defect liability period. The Engineering deptt. of IOC will certify for release of Security Deposit of the contractors, if the works are found satisfactory.
- b) Party may be asked to surrender the concerned Cash Receipt (CR) officially at the time of submission of final bill so as to avoid delay in refund of SD. Such cash receipts are to be kept safe in work order file.
- c) Engineering deptt. shall certify release of SD in the prescribed format as given in **Annexure – ‘I’** within 15 days of expiry of Defects Liability Period if the works are found satisfactory.
- d) There should be no need for the contractors to claim the refund. Security deposit (SD) shall be released within 30 days of expiry of defects liability period. The monetary limits as laid down under “Payment Authorities” of the DOA in force will be followed for release of Security Deposit for works contracts.
- e) In case SD is not recommended for release, for any reason, a note stating the reasons for the same should be sent by the Engineering deptt. / location incharge to the HOD of the Region / State office.

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1.26 WORK ORDERS


Work Orders are very important documents, which are legally binding on both the parties, when accepted. As such, it is the responsibility of the Engineering Department to ensure prompt acceptance of the work order without qualifications. To ensure this, Engineering Department should send work order with its duplicate copy along with standard agreement form to the contractor with instructions to sign the duplicate copy of the work order along with the agreement in token of their acceptance and to return the same immediately.

The work order shall clearly mention the specific name of the site engineer, who is going to supervise the work and will be responsible for the entire work. HOD of Engineering at HO/RO/SO shall also nominate the Engineer-In-Charge (EIC) for the above work at the controlling Office, at the time of award of work. The EIC should not be below the rank of the corresponding 'Payment Authority' as defined in DOA under "General Payment Authority".

No work will be entrusted for execution without the work order duly signed by the competent authority and accepted by the Contractor by signing the duplicate copy. Financial limits for signing work orders will be same as applicable to different grade officers of any department, in HO / Regions / state office under "Payment Authorities", as per Delegation of Authorities in force. On completion of all formalities relating to finalization of tenders and recommendations for placement of orders and getting the approval of competent authority, the Engineering Department will first ensure before placement of work orders on selected contractors that:

- a) The site has been physically taken over by IOC.
- b) All important approvals and clearances are secured. For this purpose following approvals/clearances are considered important:
 - i) Construction approval from CCOE.
 - ii) NOC from District Magistrate.
 - iii) Environmental clearance

Once the work order is placed and accepted by the contractor, it is a firm commitment from the Corporation's side to get the work done through the Contractor. As such, if the above two essentials are not ensured before award of the Contract, it may lead to cancellation of work order due to lapse of considerable time which may result in avoidable disputes. Before

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placement of work order financial concurrence inline with delegation of authority shall be obtained.

On completion of the above formalities, the Engineering Department will issue work order to the Contractor detailing all items of work to be done on various terms and conditions applicable to the work. Before dispatch of the work order to the contractor, the office copy will be checked by the officer maintaining the record of holiday listed/ black listed parties to confirm that the order is not being placed on a holiday listed / black listed contractor.

A copy of the work order shall be sent to Accounts department / engineering bills section. It should be ensured that the work order is issued strictly in accordance with the approved sanction. Any deviations thereafter will require fresh approval of the competent authority and revised work order shall have to be placed. It will be the responsibility for the Accounts department for arranging payments, to check and ensure that the pay order in respect of items, rates and the total value of the work order carried out and for which payment is sought, is on the basis of concurrence obtained by Engineering Department and in case of deviations, the Accounts department will immediately point out to Engineering department for taking corrective action.


1.27 REGISTER OF WORK ORDERS

1.27.1 A Register of work orders will be maintained by Engineering department keeping a complete record of all work orders issued, completion of the work and final settlement.

1.27.2 The Register of Work Orders will contain inter-alia, the following information:

- a) Party's Name
- b) Work Order Number & Date

Each work order should have the Sr. No. Specifying the S.O. / Region / HO for a particular Financial Year. i.e., if the financial year is 02-03 the Sr. No. should be HO/ENGG./PT/LT/ST (as the case may be) /1/02-03 dated There should be separate Sr. No.

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for each category of contract, i.e., whether placed against Public, Limited & Single Tenders, Starting from No. 1 for a particular financial year. The number for each financial year should start afresh, as Sr. No. 1 and should continue till end of the financial year for each type of contract (based on Public, Limited and Single Tenders).

- c) Description of work
- d) Place
- e) Value of work order
- f) Completion period
- g) Sanction reference & date
- h) Details of security deposit
- i) Remarks

1.28 TIME SCHEDULE FOR COMPLETION OF WORK

The time schedule for completion of work should be assessed realistically taking into account all relevant factors & site conditions, such as, whether the works are to be carried out in an operating location, availability of materials, intervention of monsoons during construction period etc. this will avoid eventual extension of time limit or entering into litigation with the Contractor for non-completion of the work within the specified time limit.

Even after giving a realistic completion period, if any work is delayed due to lapse on the part of the Contractor, liquidated damages shall be enforced as per the terms and conditions of the contract. In case of delay in completion of job for reasons attributable to the Corporation, a suitable Note should be put up with full justifications for Extension of time to the competent authority in line with delegation of authority. In such cases, a letter to be obtained from the contractor stating that he will not have any additional claim on account of extending the time period of the contract.

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Only after obtaining such approval, the final bills should be passed for payment.

1.29 GUIDELINES FOR HOLIDAY LISTING/ DE-LISTING OF VENDORS/ CONTRACTORS FOR PURCHASE / WORKS

1.29.1 Black listing/ Holiday listing/ Banning/ Removing from approved panel.


The meaning of “Black listing”, “Holiday listing”, “Banning” and “Removing from approved panel” is legally one and the same. Hence hereafter the subject matter shall be referred as “Holiday listing” only.

1.29.2 Reasons for putting a Party (“Party” means Bidder/ Licensor/ Tenderer/ Consultant/ Vendor/ Contractor/ Sub-vendor/ sub-contractor/ Sub-consultant) on Holiday.

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

If a Party


- a) Has indulged in malpractices such as bribery, corruption, fraud and pilferage
- b) Is bankrupt or is being dissolved or has resolved to be wound up or proceedings for winding up or dissolution have been instituted.
- c) Has submitted fake, false or forged documents/ certificates
- d) Has substituted materials in lieu of materials supplied by IOCL or has not returned or has short returned or has unauthorisedly disposed off materials/ documents/ drawings/ tools or plants or equipment supplied by IOCL.
- e) Has obtained official company information or copies of documents, in relation to the tender/ contract, by questionable methods/ means.

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- f) Has deliberately violated and circumvented the provisions of labour laws/ regulations/ rules, safety norms or other statutory requirements.
- g) Has deliberately indulged in construction and erection of defective works or supply of defective materials.
- h) Has not cleared IOCL's previous dues.
- i) Has committed breach of Contract or has failed to perform a contract or has abandoned the contract.
- j) Has refused to accept Fax of Acceptance/ Letter of Acceptance/ Purchase Order/ Work Order after the same is issued by IOCL within the validity period and as per agreed terms and conditions.
- k) After opening of Price Bid, on becoming L1, withdraws/ revises his bid upwards within the validity period.
- l) Has parted with, leaked or provided confidential/ proprietary information of IOCL given to the party only for his use (in discharge of his obligations against an order) to any third party without prior consent of IOCL.
- m) Any other ground for which in the opinion of the Corporation makes it undesirable to deal with the party.

1.29.2.2 If a communication is received from the Administrative Ministry of IOCL to ban a party from dealing with IOCL, the party should be automatically put on Holiday list.

1.29.2.3 The grounds/ reasons for Holiday listing indicated in para 1.29.2.1 above are merely illustrative and are intended to provided a guideline for considering placing a party on holiday list. It will be for the initiating department in each case to evaluate whether the conduct of the party is such as it makes it undesirable for the Corporation to deal further with the party and for the committee (refer 1.29.4 hereinafter) and approving authority (refer 1.29.6 hereinafter) to determine this on reviewing al relevant factors.


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1.29.3 Show Cause Notice

- 1.29.3.1 Before placing the party on Holiday, a fair opportunity of hearing the party should be given by means of a Show Cause Notice. The Show Cause Notice should be issued to the party before placing the party on Holiday list.
- 1.29.3.2 A proforma of Show cause Notice is given in **Annexure-V**. A reasonable time (of 15 days) for a reply to the show cause notice should be given. This time may be extended at the request of the party, if so warranted, for a period not exceeding 15 days.
- 1.29.3.3 This show Cause Notice should be issued :
- i. For Works Contracts :
 - a) By Engineer-In-Charge, after order is accepted by the party.
 - b) By the Order Issuing authority before acceptance of the order by the party.
 - ii. For Purchase Contracts : By Purchase Order issuing Authority.
- 1.29.3.4 The show cause notice should be issued with the approval of Order Approving Authority not above the rank of GM.
- 1.29.3.5 The show cause notice should be issued to the party and a copy may be endorsed to its CEO (Chairman/ President/ Managing Director/ Proprietor/ Managing Partner etc.)
- 1.29.3.6 The decision to place the party on holiday list should be taken considering the reply, if any, of the party.

1.29.4 Formation of Committee

- 1.29.4.1 A three-member committee shall be formed to recommend action to the Approving Authority. The Committee shall examine the reply of the party, if any, to the Show Cause Notice. The Committee shall be constituted by the Approving Authority as specified in para 1.29.6.1 below and will comprise of

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- a) For Refineries, Pipelines, R&D and Assam Oil Division : Representatives from Execution/ User Deptt., Finance Deptt. and Tendering Deptt.
- b) For Marketing Division : Representatives from Functional, Finance & Legal Departments.

The committee should not be formed consisting of junior level officers (A to C Grade), wherever possible.

- 1.29.4.2 The Member nominated from the Deptt. issuing the Show Cause Notice shall be the Convenor of the Committee.
- 1.29.4.3 In formulating its recommendation, the Committee shall take into account the overall effect on the Corporation of placing a party on holiday list.

1.29.5 Duration of Holiday


The Committee at para 1.29.4.1 above should deliberate on duration for which the party is to be put on holiday. Ordinarily, the period for which a party is placed on holiday should not exceed 3 years. However, in extra-ordinary circumstances, the period may be more than 3 years & specific reasons for the same shall be recorded.

1.29.6 Approving Authority for putting a Party on Holiday

- 1.29.6.1 Unit head/ Regional Head/ State Head/ Departmental Head, not below the rank of GM, shall be the Approving authority for putting a party on holiday where the proposed holiday period does not exceed three years.
- 1.29.6.2 For placing a party on holiday for a period in excess of 3 years, Functional Director concerned shall be the Approving Authority.

1.29.7 Effect of putting a party on Holiday List

- 1.29.7.1 No enquiry/ bid / tender shall be issued to a party as long as the party's name appears on the current holiday list (i.e. within the holiday period)

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1.29.7.2 If a party is put on holiday list during tendering (of works/ purchase)

1.29.7.2.1 If a party is put on holiday after issue of the enquiry/ bid/ tender but before opening Technical bids, the bid submitted by the party shall be returned to the party.

1.29.7.2.2 If a party is put on holiday after opening Technical bid but before opening the price bid, the price bid of the party shall not be opened and BG/ EMD submitted by the party shall be returned to the party.


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

1.29.7.3 If a party is put on Holiday in one location and is doing job at other location, the party should be allowed to complete such works which have already been awarded.

1.29.7.4 The Holiday listing shall be party specific and when the party is put on holiday, all the offices of the party shall be on holiday for all locations of IOCL & for all Services/ locations of the party. If the party placed on holiday, is proprietary concern, all the concerns of the same proprietor shall also be considered to be on holiday and if that proprietor is the managing partner of any firm, such firm shall also be considered to be on holiday. The Functional Director may however, if he considers this to be in the interest of the Corporation, remove the bar in respect of any specific service/ location.

1.29.7.5 If an Original Equipment Manufacturer (OEM) is on Holiday list and if spares of proprietary nature for the Equipment supplied by the OEM are essentially required to be procured from the OEM, such requirements for spares can be met from the OEM who is on Holiday. In such cases, specific approval with justifications shall be obtained from the level not below the rank of General Manager.

1.29.7.6 Every bidder shall, at the time of submission of bid, give a declaration the bidder has not been placed on holiday list by IOCL or its Administrative Ministry. If the bidder is a Proprietary Concern, the Proprietor shall also give a declaration at the time of submission of the

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bids that none of the other concerns of which he is a Proprietor or Managing Partner has been placed on holiday by IOCL or its Administrative Ministry. In case the declaration of a party indicates that either the Company or a Proprietorship concern of the same Proprietor or a Partnership firm in which the Proprietor is also a Managing Partner has been placed on Holiday either by IOCL or its Administrative Ministry, the party shall be considered to be on holiday and further actions as per para 1.29.7.2.2 for two-bid system and as para 1.29.7.2.3 for single bid system shall be followed. A proforma of the Declaration is as per **Annexure-W**.

1.29.8 Delisting (from Holiday List) procedure after expiry of the holiday period

1.29.8.1 Delisting (from Holiday list) after expiry of the holiday period should be automatic and will not need further approval, unless any information towards extension of holiday period is received. The party may be considered for issue of enquiry/bid after specified holiday period is over.

1.29.8.2 However, where approved/ Registered list of parties are followed, the party may, after expiry of holiday period, approach relevant Tender/ Enquiry Issuing authority, for getting itself relisted.


1.29.9 Review of holiday period (delisting from holiday list within the holiday period)

Review of holiday period (delisting from holiday list within the holiday period) should be done in exception cases only. A committee as per para 1.29.4.1 above shall put up the proposal for such review. Approving authority for such delisting should be one step higher than the authority who approved the holiday listing of the party.

1.29.10 Intimation of holiday listing/ delisting to the Party

1.29.10.1 The party should be informed by the initiating Deptt. about their inclusion in holiday list. A draft of the communication to be sent to the party is as per **Annexure X**.

1.29.10.2 Delisting from holiday list after expiry of the specified holiday period need not be communicated to the party.

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1.29.10.3 If holiday period is reduced after review, the party should be informed accordingly.


1.29.11 **Record of holiday listing and circulation of the same in IOCL.**

1.29.11.1 Head of Contract Cell for Works Contracts & Head of Materials Deptt. for Purchase Contracts at respective Divisional HQs shall be the Divisional Coordinators. Units/ Areas/ Regions should send the holiday information to all the Units/ Areas/ Regions of respective Division and to the Divisional Co-ordinators of HQ of all the Divisions as soon as a party is put on holiday. The Divisional Co-ordinators in turn shall send written instructions to Corporate Office (IS) in this regard as soon as they receive information from Units/ Areas/ Regions/ Divisions.

1.29.11.2 With the above information, a consolidated record should be maintained at Head Quarters of each Division (by Contract Cell for work contracts and by materials Deptt. for purchase contracts) (in a Register/ Electronic Data Bank with column as Sl. No., Name and address of the Party, Holiday Period and Originating/ initiating Deptt. with the reference vide which the party is put on holiday. This information should be available in LAN wherever LAN facility is available.

1.29.11.3 The list should be updated and circulated by each Divisional Co-ordinator at HQ (Head of Contract Cell for Works Contracts and Head of Material Deptt. for Purchase Contracts) or any other official who is assigned this work, to other Divisional Co-ordinators at respective HQs with a copy to Corporate Office (IS) on a quarterly basis. This list can also be common for works and purchase if so desired. Names of the parties should appear in alphabetical order. The names of parties whose holiday period is over shall be dropped from the holiday list.

1.29.11.4 Parallely, record of holiday listed vendors/ contractors will also be created and updated in SAP by Corporate Office (IS) based on written instructions from Divisional Co-ordinators.

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1.29.12 Intimation to Consultant

If IOCL retains a consultant whose scope includes lining up of agencies, the consultant should be informed about the holiday listed parties.

1.29.13 PSU Company

Whether the party is a Private Sector or a PSU Company, guidelines for holiday listing and delisting shall be the same.

1.29.14 Disposal Tenders

The above guidelines shall also apply to parties for disposal tenders. In such case “Lowest Bidder (LI)” shall mean “Highest Bidder (HI)”.

1.30 TYPES OF GUARANTEE BONDS

The Guarantee Bonds may be got executed from the Contractors against the following, as and when required:

- a) Security Deposit (Guarantee Bond of Nationalized / Scheduled Bank) – **Annexure – ‘J’**.
- b) Free issue of materials (Bank Guarantee) – **Annexure – ‘K’**
- c) Advance payment to parties (Bank Guarantee) – **Annexure – ‘L’**


Forms of the Guarantees are annexed as stated above.

1.31 PROCEDURE FOR OBTAINING BANK GUARANTEES

1.31.1 BGs for Issue of Steel Plates for Shop Fabrication of Tanks / LPG Bullets

The procedure is as follows:

- a) Bank Guarantee shall be taken from the fabricator before issuing the steel plates. The BG amount should cover the full value of Steel Plates lying with the contractor.
- b) The value of MS plates lying with the contractor, at any given time should always be within the BG amount.

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- c) The BG obtained for issue of such steel plates should be valid till the estimated date of completion of the entire work, as stipulated in the work order.
- d) In case of default, i.e., non-return of steel plates to the Corporation by the contractors, a claim on BG for the entire guaranteed amount should be lodged before the expiry of the BG
- e) When the steel plates are issued within the premises at new sites for Terminals / Installations / Depots / AFSs / LPG Bottlings plants, etc., no Bank Guarantee is taken from the Contractors. However round the clock security should be made available by the contractor and periodical inventory of the steel plates to be ensured by contractor and IOC's site Engineer.

1.31.2 BG for Mobilisation Advances


Mobilisation Advance should be stipulated only for selected works and the same should be interest bearing and be allowed after getting an acceptable BG for an equivalent amount with sufficient validity to fully protect the Corporation's interest. In view of this, incorporation of Mobilisation Advance in tenders should not be as a matter of routine and considered only in specific cases and if it unavoidable.

The Project Authority shall decide the types of contracts in which Mobilisation Advance needs to be paid. Accordingly, provision in the tender documents should be made. In case Mobilisation Advance is incorporated in the tender, these advances may be given to the contractors on submission of BG in line with the DOA and guidelines issued from time to time. The format for such guarantee is at **Annexure – 'M'**.

1.31.3 Composite BG

Composite Bank Guarantee against mobilisation advance and security deposit can be obtained from the contractor as per following guidelines: -

- a) Considering the quantum of security deposit, normally mobilisation advance shall be more than the amount of security deposit. However, composite bank guarantee equivalent to higher of the two amounts shall be obtained.

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- b) Once the composite bank guarantee is produced by the contractor and an amount equal to ISD has been paid by the contractor, further recovery from the bills towards security deposit should not be effected.
- c) When entire amount of mobilisation advance is recovered, the value of composite bank guarantee should be reduced to the extent that the security deposit amount remains covered. Such reduction in claimable value of the composite bank guarantee can be achieved by issuing a letter to the Guarantor Bank.

Standard format for composite bank guarantee is enclosed at **Annexure - 'N'**


1.31.4 Custody of Guarantees

The guarantees received from the contractors are to be sent to Accounts department for safe custody. The bankers / contractors should be requested to extend the Bank Guarantees, one month before the expiry date of such guarantees, wherever it is necessary. A claim should also be lodged simultaneously on the concerned bank stating that the concerned bank should treat the letter under reference as a formal claim on them, in case the BGs are not extended as required. This should be done well in advance to avoid lapse of claim on the bankers.

1.31.5 Register for BGs

A register for BGs has to be maintained by Engineering Department indicating the following information:

- a) Serial Number
- b) Name of the Bank issuing BG
- c) Work Order reference
- d) Bank Guarantee for
- e) Description of work order
- f) Validity period

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- g) Remarks indicating when the BG has been sent to Accounts Departments.
- h) Acknowledgement from Accounts department for having received the BG.

The Register should be reviewed on a monthly basis for appropriate action.

1.32 INDEMINITY BOND FOR LOST DEPOSIT RECEIPT

Many contractors pay various types of Deposits as discussed above, in cash and obtain the cash receipt for such deposits. If the contractor claims that the cash receipt issued has been lost or misplaced, such deposits can be released on getting indemnity bond from the respective contractor. The format for indemnity bond is attached at **Annexure –‘O’**. It should be ensured that only the party, who originally had made the deposit, submits the Indemnity bond in case of lost deposit receipt and the refund is made to the original depositor only.

1.33 PERFORMANCE REPORT OF THE CONTRACTORS


No performance report can be given directly to the Contractors. However, on receipt of enquiries from government departments/PSU/ Private Companies regarding the performance report of a particular contractor who has worked / is working with us, such performance reports should be signed by HOD. Format for issuance of Performance Report is given at **Annexure –‘P’**

1.34 FINANCE CONCURRENCE

It is the responsibility of the authority incurring the expenditure to ensure that Finance Concurrence is obtained for the proposals in accordance with “Delegation of Authorities”.

1.34.1 Financial Concurrence – Procedural Aspects

- a) The financial concurrence shall be done just before the approval by final approving authority. It will be done by an officer from Finance


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Department, who is normally not more than two levels below the approving authority except where an officer in required grade is not posted.

- b) Finance concurrence by another Finance Officer is not necessary if the proposal has been cleared by Tender Committee, which includes Finance representative, and the value of the proposal is within the power of concurrence delegated to Finance representative. However, the proposal should have separate Finance concurrence of the same tender committee member of Finance (within his delegated powers) not withstanding the presence as Finance representative in the Tender Committee.
- c) In case of disagreement between the views of the concurring authority and approving authority, the approving authority may over rule the advice of the concurring authority and record the reasons in writing. However, such cases shall be brought to the notice of the authority one level higher than the approving authority but not below the level of DGM as and when they occur.
- d) In cases where either the required financial concurrence is not taken or the intimation regarding the over ruling of the advice of the concurring authority is not brought to the notice of the authority one level higher than the approving authority, such approvals shall not be considered as approval.

1.34.2 Matters Requiring Financial Concurrence

- a) All strategic issues placed before the Board for approval.
- b) All capital & revenue Budget proposals.
- c) Proposals of capital or revenue budget requiring reappropriation.
- d) Estimates for works / purchases – as per limits given in DOA
- e) Issue of works / purchase orders – as per limits given in DOA
- f) Evaluation and acceptance of tenders including commercial terms & conditions.


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- g) Any change in the quantity, terms and conditions and scope of the concluded contracts resulting in excess of expenditure over the original sanctions.
- h) Grant of extension of time as per Delegation of Authority.
- i) Any changes in the rates of concluded contract (excludes impact of statutory changes) agreed to in the approved contract.
- j) Advance payment to contractors / suppliers with or without security
- k) Termination of contracts
- l) Export contracts
- m) Taking insurance
- n) Sanction of imprest and arrangements relating to handling of cash
- o) Disposal of materials – surplus or otherwise
- p) Claims, Write Offs & Waivals

These are only illustrations and not exhaustive. The D.O.A. however, lists out the items for which Finance Concurrence is required to be taken.

1.34.3 Matters Not Requiring Financial Concurrence

- a) Orders on single tender basis as per limit given in DOA
- b) Order on open / limited tender basis when Lowest tender is being accepted as per limit given in DOA
- c) Legal charges and other miscellaneous professional fees as per limit given in DOA
- d) Expenses incurred on tender publication and publication of notices.
- e) Deviation in work order quantities not exceeding total work order value.

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1.35 CENVAT

Certain Excise Duty benefits are available to Corporation under CENVAT on the expenditure incurred towards capital goods for construction of processing plant e.g. Lube blending plant, bitumen emulsion plant etc.

In order to avail these benefits of CENVAT in such projects, procedure to be followed for registration, stipulation of tender conditions, finalization of contract, processing of bills etc. shall be in consultation with Finance deptt.

1.36 PROVIDENT FUND FOR CONTRACT LABOURERS


As principal employers, IOC is responsible to ensure that the contractors deposit PF contribution for their contract labourers. Incase, the contractors do not have separate PF code no. and difficulty is experienced by them in ensuring remittance of PF contribution in respect of their labourers, IOC has to make an application to the PF authorities in the prescribed manner and complete necessary formalities to obtain separate Code no. for the establishment with Sub Code no. for contract labourers in respect of that establishment in the name of IOC.

The Engineering department should contact the concerned IR dept. of the Region so that all necessary action can be taken in order to meet the PF Regulations on contract labourers.

A few of the aspects of PF Rules / Regulations which need to be taken care of are mentioned below:

- a) Concerned location of the Corporation shall obtain separate Code with Sub Code, for contract labourers engaged through works contract, for works being carried out in the name of IOC.
- b) Contractors concerned should be advised to ensure remittance of PF contribution (Employees contributions deducted by them along with the Employers contribution and other charges) as given below or as amended from time to time to the PF Authorities.

Employees share	12.00%
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Employers share	3.67%
PF administrative charges	1.10%
FPF	8.33%
EDLI	0.50%
EDLI administrative charges	0.01%

- c) The contractors should submit proof of remittance (PF Challans) before their bills are paid.
- d) The contractors are required to maintain the various Registers and also submit the returns under the Employee's Provident Fund and Miscellaneous Provision (MP) Act 1952, from time to time.
- e) On completion of the job, the contractors should submit copies of all the Registers, Returns etc. filed by them, before their final dues are released.

The registers to be maintained are given in **Annexure – 'B'**

1.37 CONTRACT LABOUR ACT


1.37.1 Purpose of the Act

To regulate employment of contract labour and to provide for its abolition in certain circumstances.

Compliance of provisions under Contract Labour (Regulation & Abolition) Act 1970 is mandatory for all such locations where 20 or more Contract Labourers are employed on any day.


1.37.2 Registration of Establishment

- a) Any Establishment where 20 or more workmen of contractors are engaged, have to get it registered under the said Act. For this purpose the total number of persons engaged by each of the contractors during the preceding 12 months should be ascertained.

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- b) The contractors will include the Haulage contractor, canteen contractor and other contractors who are awarded work at that establishment.
- c) Establishment has to apply for the registration under the said act in Form No. 1 and has to submit the requisite fee to the appropriate authority i.e. Central government.
- d) In case of any change in the particulars of Contractor / nature of work / number of contract labour or otherwise as provided in the Certificate of Registration, intimation of such change must be communicated in writing to the Licensing Authority immediately,
- e) It has to be ensured that in the event of accident / death to contract labour, the contractor pays compensation to the dependent as required under the Law. For this purpose, the contractor should be advised to take Workmen Compensation Insurance Policy. This would reduce the liability to the contractor in the event of such contingencies.
- f) The Location In – Charge should ensure that the contractor has a code no. for coverage of his workmen under ESI scheme and submits proof of the remittance of ESI and PF contributions both employer's and employee's along with required administration charges, contribution towards Deposit Linked Incentive Scheme, FPF etc. before his bills are paid. Similarly, whenever the contract is over, the various records / registers maintained by the contractor should be taken into custody for production to authorities in future.
- g) The register of contractors is to be maintained in Form No. 12 and has to be updated. Any addition / deletion of contract must be recorded in this register and the same must be informed in form no. 6(b) to the said authority within 15 days.
- h) In the event of a change in the Manager / Occupier (location In-charge), the same is to be intimated within 30 days to the authority by Regd. Post.

1.37.3 Licensing of Contractor


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- a) Every contractor employing 20 or more than 20 workers on any day has to apply for the license under the said act in from no. IV together with the license fee and security deposit to the appropriate authority. The Contractor has to get the License renewed every Year. A copy of License has to be displayed prominently at the premises where the contract work is carried on.
- b) No establishment should engage or award any work to a contractor who engages 20 or more workers on any day unless the contractor has obtained the license under the contractor labour (regulation & Abolition) act.

1.37.4 Responsibilities as Principal Employer

- a) Each contractor has to fix a wage period in respect of the payment of wages to his workers. This can be a fortnightly payment i.e. from 1st to 15th and 16th to 30/31st of each month or monthly from 1st to 30/31st.
- b)
 - (i) The wages paid by the contractor to its workers must confirm to the provisions of the minimum wages act.
 - (ii) Being principal employer, it is Location In-charge's responsibility to ensure that these workmen get the minimum wages as prescribed by the Labour Department of the State. These minimum wages are revised by the respective states from time to time. The Location In-charge shall collect the notification issued by the State Govt. in this respect and ensure that the contractor pays the minimum wages to the labour.
 - (iii) As per the provisions of contract labour (Reg. & Abo) act, it is mandatory that payment of wages to the contract labour by the contractors is supervised by us and the same is certified by us in token of having supervised the payment, as under :

“ Certified that the amounts shown in column _____ has been paid to the workmen concerned in my presence on _____ at _____.”


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- (iv) In order to avoid legal complications, it is recommended that a photocopy of the wages register/ sheet for each month duly signed by the contractor and you / your representative is kept at location for records please.
- c) The contractor is required to maintain a register of wages/ wages-cum master roll in from No. XVII or XVIII with entries in each column duly filled in and signatures of the worker obtained for having received his wages accordingly. A copy of this form i.e. from no. XVII & XVIII must be made available at the location.
- d) Establishment / location must ensure sending the annual return in Form no. 25 to the authority by 15th February every year.

Besides above, compliance of the provisions of building and construction workers (regulation of employment and conditions of service) Act 1996 is also to be observed by the contractor. For this purpose, a registration with the Office of the Labour Commissioner (Central), Govt. of India has to be done by the contractor and ensured by the location.

1.37.5 Responsibilities in case of existing location

- a) In all such cases where work is being carried out in the premises of existing location i.e. terminals, depot, plant, AFS, the Registration Certificate of the location will be obtained by the Location In-charge before commencement of the new contract job. Being the “Occupier” of the location it becomes obligatory on the part of Location-in-charge to obtain such registration certificate.
- b) The Engg. Deptt. representative posted at location will ensure that the contractors obtain the license and will maintain and display the notices, records as required under the provisions of said act. He will also be required to maintain liaison with the Labour deptt. and will directly be responsible for compliance of all matters pertaining to Engg. works.
- c) However, Location-in-charges shall continue to deal/ control the matters such as payment of wages, rates of wages, welfare facilities

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and other misc. matters pertaining to all contract labourers working at his location under his operational control/ purview.

All the returns to be submitted as required under the provisions of said act will be responsibility of the Location-In-Charge. However, all records/ data pertaining to Engineering contract labour will have to be furnished by the Engineering Department representatives.

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WORK CO-ORDINATION & CONTROL

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2.1 WORKS

2.1.1 General

No work shall be taken up for execution unless a work order for carrying out the work is issued. The authority issuing work order should ensure that the requisite approvals including administrative approval, financial concurrence are obtained for placement of work order as per Delegation of Authority (DOA).

2.1.2 Site Handing Over and Layout

Immediately after the Contractor has signed the duplicate copy of the work order, executes the agreement and completes the formalities of Initial Security Deposit, necessary instructions shall be issued to the Contractor for the commencement of work within a period of 10 days from the date of issue of such instructions or as stipulated in work order / letter of acceptance. The copy of the work order with complete sets of drawings and specifications will be sent to the site engineer. When the contractor reports to the site, the site engineer will clearly demarcate the site and hand over to the contractor and also give him layout pegs and bench marks necessary for commencement of the work. A joint handing over / taking over report for the site will be made in triplicate which will be duly signed by the contractor's authorized representative and the site engineer in token of acceptance. One copy of this report will be retained by the site engineer. The second copy to be given to the contractor and the third copy will be sent to the controlling office.

2.1.3 Levels

In the case of earthwork, the initial levels for preparing contour drawings will be taken jointly by site engineer and the authorized representative of the contractor.

These shall be taken with reference to a permanent benchmark, which should be either a plinth of the permanent structure or such similar permanent structure so that it cannot be easily destroyed and wherever necessary, the checks of the plot levels can be ascertained. When permanent benchmark does not exist, proper benchmarks shall be constructed at the site. After recording levels the last reading shall be taken on the benchmark to establish the closing error, which determines the correctness of the levels. The closing error should not exceed 3 mm.

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2.1.4 Level Books

The record of levels is an important document and level books with all pages pre-numbered shall be used for recording levels. Same shall be jointly signed by IOC Engineer and contractor's representative .

2.1.5 Recording of Levels on Site Plan

The field staff after recording the levels shall prepare a site plan indicating the location and level of the benchmark and the levels recorded. This plan shall be signed and dated by the site engineer and the contractor's authorized representative in token of his acceptance of levels. A copy of this plan will be handed over to the contractor's representative for his record.

The original tracing shall be retained by the site engineer at site. The initial and final levels shall be taken with reference to the same benchmark.

Any filling / cutting work shall not be started at any site unless joint levels are taken and recorded on the prescribed level books. The Engineer-in-charge of a particular work shall ensure that the initial and final level details along with quantities against filling / cutting items are received by him from site before processing final bill for payment. The final levels shall be taken only on completion of compaction test for filling as per requirement of work order.

2.1.6 Date of Commencement

The date of commencement of the work will be normally taken as 10th day from the date of issue of commencement order or the date of handing over the site whichever is earlier.

However, in exceptional cases the site engineer may recommend extension of the date of commencement with due justification to the Engineer-In Charge which will be approved by Engineering Head in RO/SO. The date of commencement of work will always be mentioned in the measurement certificate while preparing running/final bill for that work.

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2.1.7 Completion Schedule – PERT / BAR Charts

The site engineer will prepare a time schedule for completion of work and closely monitor the work executed by the contractor in order to ensure that the work is being done satisfactorily and in accordance with the specifications and progress is maintained as per the prescribed time schedule. For major jobs, the contractor shall submit PERT / BAR/ GANTT Charts for completion of various activities involved according to stipulated completion period given in the work order. The site engineer shall monitor the progress as per these charts. He shall also include in his monthly progress report, the occurrence of slippages, reasons thereof and immediate action, if any, to ensure timely completion of activities / work.

2.1.8 Break-up of Weightages for reflecting progress of projects

- a) To have a better representation of all the activities of project execution, the break up of weightages for various components has been arrived at as follows:

	ITEM	WEIGHTAGES
1	Detailed Engineering	5%
2	Tender for works contract	5%
3	Ordering for works contract	5%
4	Tendering & Ordering for materials. Procurement	5%
5	Siting of materials	5%
6	Statutory approvals	5%
7	Construction activities	70%

- b) For special projects like dock lines, 10-15% weightages to be considered for obtaining ROW and correspondingly the weightage is to be reduced from the construction weightages. The weightage for tendering, siting of materials and ordering is to be co-related with the value of the packages and not with the numbers. Whereas for statutory approvals and detail engineering, further break up of weightages for various activities involved is to be worked out by the project execution authorities.
- c) For construction activities, further break up for a Grassroot Terminal and Depot is as follows:

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1	Tankage	15%
2	Civil works	17%
3	Pipelines	15%
4	Electrification works	7%
5	Automation	6%
6	Railway siding	10%
	Total	70%

- d) If Railway siding is not involved, the weightages for balance activities is to be increased by 2% so that the total remains 70%.
- e) Further break up of these items for a Grassroot Depot/ Terminal is given in **Annexure – ‘Q’**.
- f) For LPG plants and projects other than Grassroot Terminals/Depots, the weightages to different activities can be given in line with guidelines issued by HO from time to time.

2.1.9 Progress Report and Notice for Default / Delay

The site engineer should submit a monthly progress report indicating the progress of the work. However, the frequency of the progress report may be regulated as required by the Engineer-in-charge.

It is recommended that every site engineer should maintain a site book in which the important events and day-to-day progress should be noted. Defaults by contractor or delay on the part of the contractor will be immediately brought to the notice of the contractor in writing by site engineer and copies of such letters will be sent to the controlling offices who will take appropriate action. If the contractor does not respond to the notice given by the site engineer, the Engineer-In charge will take up the matter with the contractor as per the terms of agreement. In case of abnormal delays and when it is felt that the contractor is neglecting the work with the intention of abandoning the work or for any other purposes, the Engineer in-charge may carry out site inspection and issue Registered notice to the contractor with full details of previous instructions /notices giving final opportunity to complete the work as per the contractual obligations. Acknowledgement is to be obtained from contractor in such cases.

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2.1.10 Legal Notice and Joint Measurement

In the event of the Contractor's failure to start the work or complete the work as indicated in the registered notice, a legal notice duly approved by Law Department at HO / Regions / State Offices will be sent to the Contractor by registered post under the signature of the Engineering Head advising him to remain present at the site for a joint measurement to the extent of work done by him. In the event of Contractor's failure to report at the site on the due date, the measurement will be taken by the representative of the Corporation, which will be binding on the contractor.

2.1.11 Completion of Balance Work

The rest of the work shall be carried out through alternate agency at the cost and risk of the contractor. Normally such works should be carried out at least possible cost after following tendering procedure. Additional expenditure if any, so incurred for carrying out the work through alternate agency, shall be recovered from the contractor's pending bills / security deposit.

Such contractors should also be recommended for putting on holiday list as per the guidelines for holiday listing of the parties.

2.1.12 Site Visit by Engineer- in- charge

It will be the duty of the site engineer to ensure that the work is completed satisfactorily by the due date of completion. To ensure better co-ordination and control between site engineer and controlling office, the Engineer-in-charge should visit the site at least once a month or as required. The Engineer-in-charge during visit to the site should solve the problems connected with the work and guide the site engineer on the various aspects of the work / construction.

In case of small works, day-to-day supervision may not be possible, but the persons assigned with this work should satisfy themselves on important phases of the construction with particular reference to foundation, RCC work, underground tank installation, etc., by personal supervision

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2.1.13 Receipt, Storage and Issue of Materials

- a) In the case of major works where IOC is responsible for issuing of engineering materials like Steel Plates, Flanges, Fittings, Pipes, etc., and where such stocks are maintained at the site for issue to the contractor as and when required, the site engineer will ensure issuance of these materials only for use on bonafide works of the Corporation. Proper record of the materials should be maintained by preparing receipts / issue notes.

The site engineer will also maintain a register indicating the receipts / issue of materials which will be up-to-date.

- b) In case materials issued to the contractor are not utilized by the contractor, it will be taken back by the site engineer by issuing a receipt note which will be duly signed by the representative of the contractor and site engineer. The site engineer shall ensure that materials issued or received back are in good condition.
- c) During the execution of the work, the site engineer may receive various engineering materials like Pipes, Steel Plates, Pumps and various equipments of which he shall take delivery. On receiving the advice of dispatch he should be vigilant and constantly enquire regarding the receipt of these materials and should take immediate delivery on its receipt to avoid demurrage / wharfage. It may be necessary for him to make prior arrangement for the transportation of these materials and for advances to make necessary payments for taking delivery. In the absence of railway receipt for taking delivery of the materials he will file an Indemnity Bond on behalf of the Corporation with the authorities concerned and take delivery in time, so that no demurrage is incurred.
- d) Immediately after taking the delivery, the site engineer will thoroughly inspect the materials. All the packed consignments will be opened and checked. Any shortage or damage in transit should be recorded on the material receipt note and the delivery challan issued to the transporter. The MRN s should be serially numbered and signed by the site engineer. The site engineer will lodge necessary claims against the shortages / damages and advise the controlling office about the shortages / damages, so that claims can

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be preferred against suppliers / transporters / insurance authorities / guarantors.

On receipt of the materials, site engineer will issue receipt notes, copies of which will be sent to Engineering, Material and Accounts departments. He will also maintain stock registers in which the entries of such receipts will be made.

Site engineer will arrange to store the materials at the site in a proper manner and take care so that the materials do not get spoilt or stolen.

- e) The site engineer will issue monthly stock statement of various materials and equipments held by him at the site, original of which will be sent to Accounts department and copy to Engineering department while another copy will be retained by him.
- f) Site Engineer will also carry out quarterly inventory of all the materials / equipment held by him at the site. The original of this inventory report will be sent to Accounts department with a copy to Engineering department, while one copy will be retained by him.
- g) Site Engineer should obtain a consolidated list of all the material (required as per the work order) from the contractor, verify it and monitor it periodically so as to avoid delay due to non positioning of these material at site by the contractor / IOC. Such updated list should be sent periodically to the controlling office for their monitoring and necessary action.

2.1.14 Deviation in Drawings and Specifications

During the execution of work, any deviation required in the drawings / specifications in view of the site conditions will be immediately brought to the notice of the Site Engineer by the contractor who in turn will bring the same in the knowledge of controlling officer after necessary verification, advising the various deviations required with detailed estimates based on approved work order rates wherever possible. For items not covered by the original order, their rates shall be supported by rate analysis based on local market rates. Under no circumstances the site engineer will advise the contractor to carry out these deviations without requisite approval in writing from the competent authority. Deviations on account of the

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changes in the drawings, specifications, site conditions and local rules and regulations, or emergencies will result in three types of additional payments:

- a) Due to increase in the quantities of items of work order which cannot be treated as separate items and work for such increased quantities cannot be allotted to other contractor, care should be taken to ensure that these deviations are controlled and kept down to the minimum level.
- b) Items which have been over-looked in the work order would have to be carried out by the same contractor due to the sequence of construction for such items. Site engineer should send estimates supported by necessary rate analysis based on local rates.
- c) Additional items which are not connected with the original work order and can be separately dealt with; such items will be executed by issuing supplementary work orders duly approved by the competent authorities.

Such unavoidable deviations should be brought to the notice of the Engineer-in-charge in writing well in advance.

The HO / Regions / State Office will review, if necessary, the drawings / specifications and will take Administrative/Technical/Financial approval and issue supplementary work order to take care of such deviations in the drawings / specifications and will advise the site engineer who will in turn instruct the contractor to carry out these deviations.

2.2 RECORD AND TEST CHECK OF MEASUREMENT OF WORKS

2.2.1 Recording of Measurements

- a) The detailed measurement for all works executed will be taken and recorded by the technical personnel in the prescribed Measurement Book (MB). However, measurements are not required to be recorded in measurement book (MB) for works upto Rs.5.0 lacs (under a particular work order) carried out under CAPEX/Zonal contract at retail / consumer outlets, railway consumer depots etc. The measurements in such cases should be recorded in measurement certificate-cum-bill form.

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- b) The measurement book (i) with 100 pages and (ii) with 20 pages shall have pre-numbered pages. Specimen copies of the cover, relevant details, instructions and typical page are as per **Annexure – ‘R’**. For small works 20 pages measurement book can be used.
- c) Measurement books shall be got printed at HO / Region / State office and due control on serial no. and issuance to be exercised by the respective offices.
- d) Blank measurement books shall be in the custody of HO / Region / State Office Engineering Dept. and shall be issued to the site-engineer. The measurement book shall be maintained at the site / with the site engineer.
- e) On account (running) bills are not to be accompanied by the measurement book. However, final bill must be accompanied by the measurement book and shall ultimately remain in the custody of the finance dept. at HO/ RO/SO/DO/Location along with the original final bill.

2.2.2 Test check of Measurement

a) Test check of measurement recorded by site engineer

Test check of measurements shall be carried out by the head of the Engineering department (HOD) of HO / RO / SO / DO or by the Engineer-in-charge (EIC) to be nominated by HOD at the time of award of work. The test check shall be to the extent of minimum 5% (Five percent) of executed quantity of items and duly recorded in the measurement book to this effect with signature. If criticality so justifies, the test check percentage may be increased suitably.

The processing of running account bills shall not be tied up with the requirement of test check of measurements by controlling office. However, before processing the final bill, the test check should be carried out by the controlling office.

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b) Test check of measurement recorded by a private consultant (All work orders irrespective of value)

- i) Minimum 10% random check is to be carried out by our Site Engineer for the quantity measurements covered in the running bills. If criticality so justifies, the test check percentage may be increased suitably.
- ii) 100% check of quantity measurements of measurable works is to be carried out by our Site Engineer for the quantity measurements covered in the final bill.
- iii) Test check by EIC/ HOD from controlling office is to be carried out to the extent of minimum 10% (Ten percent) of the measurements of critical items covered in running and/ or final bills.

c) Test check of measurement recorded by a PSU consultant

5% random check is to be carried out by our site engineer for quantity measurements covered in running and final bills. If criticality so justifies, the random check percentage may be increased suitably.

2.3 BILLS

2.3.1 The Engineering M.C. Bills are of the following categories:

- a) 'On Account' M.C. Bill for part payment
- b) Final M.C. Bill

2.3.2 M.C. Bill for part Payment / Final payment

'On Account' M.C. Bills should be prepared covering items of the work order for which the work has been carried out whereas the final M.C. Bills has to be prepared covering all the items as per the work order and various modifications, if any, after completion.

The M.C. Bills will be prepared and certified by the Site Engineer and will have the Contractor's signature as a token of his acceptance. The quantity against those items, which have not been carried out, shall be indicated as 'NIL'.

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The description of items may be given in brief in running account bills but shall be given in full in the final bills. While recording quantities against various items of the work order in the 'On Account' Bills, it has to be ensured that the measurement recorded does not exceed the actual work done under any circumstances. 100% payment may be released for items completed in all respects in running account bills.

All deviations and defects, which have remained un-rectified, must be clearly recorded in detail in the final M.C. Bills. Any erasures or overwriting in the M.C. Bills shall be initialed.

On receipt of the M.C. Bills from the Site Engineer, Engineering Department in HO/Region/SO shall exercise the following checks:

- a) Ensure that all columns are completely and correctly filled in.
- b) Ensure that every sheet is signed by the site engineer and the contractor.
- c) Ensure that proper sanctions have been obtained from the competent authority for placement of work orders, extension of time, etc.
- d) Ensure that the agreement in prescribed forms are entered into and see that the terms of agreement are fulfilled.
- e) Check the description of items of work done and the rates with that given in the work order / supplementary work order.
- f) Check the quantities recorded in the bill with that shown in the measurement book.
- g) Check the correctness of the recoveries, if any.
- h) Examine the liabilities of the contractor for liquidated damages / penalties.
- i) Check delays in completion of work.
- j) Check whether additional items, omissions and other deviations have been authorized by the competent authorities.
- k) Check for deduction towards Security Deposit
- l) Payment processed as per Delegation of Authorities.

The controlling office shall check the M.C. Bills / MB and also take action relevant to delay / extension of time, verification of reasons for deviations

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and extra works and initiate a note for sanction as per Delegation of Authority. Before countersigning the bill, the officer concerned will verify the correctness of the quantities of work certified by site engineer and ensure cross checks on the basis of information from progress reports, tour reports, etc.

In the event of his being not satisfied, he will go into the details till he is satisfied. The above checks shall be more strictly applied to final M.C. Bills. He will also examine whether deviations, omissions and additional items have been authorized by the competent authorities and necessary approvals received and whenever necessary he will obtain such sanctions.

In case of CAPEX Contracts, the engineer in Divisional office / State office shall ensure that the approved CAPEX/Zonal rates are incorporated against the respective items and the total value is shown on the M.C. Bills. The completed bill shall then be forwarded to Accounts Department for necessary payment to the Contractor.

It will be ensured at HO / RO / State office that:

- a) Payment of running account bill is made within 7 days of receipt of bill in the office.
- b) Payment of final bill is made within 30 days from the date of finalisation of measurements on 100% completed work.

2.3.3 Entry of M.C. Bills

After computation of quantities in the MB, it shall be entered into the M.C. Bill forms. The measurement book number shall be indicated on the bill. These M.C. Bill forms will be prepared in five copies and distributed as under after signing and putting their Rubber Stamp on the M.C. Bill forms.

Site engineer	-	One Copy
Contractor	-	One Copy
HO /RO/SO Engineering Department	-	One Copy
HO/RO/SO Accounts Department	-	Two Copies (original + One copy)

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2.4 EXECUTION OF EXTRA QUANTITIES OVER AND ABOVE THE WORK ORDER QUANTITIES

- 2.4.1 Work orders are issued based on estimated quantities of each item covered in the work order and design / drawing prepared for tendering.
- 2.4.2 Works are executed based on detailed working drawings and exact requirements as per site conditions. Such exact requirements do vary from the work order quantities. This is unavoidable in any work. These deviations are regularized by obtaining separate approval against each work order.
- 2.4.3 The deviations in work order quantities should be kept to bare minimum and should be normally got approved prior to the execution of work.
- 2.4.4. When deviations in quantities occur in a particular work order, and such deviations are within the overall work order value, irrespective of the variation in the individual items, approval of HOD of Engineering at HO /Region /State office may be obtained without FC. However, when there is substantial increase in quantity in any item of the work order, the rate of such item may be examined with respect to the rates received from other parties of the tender and technical estimate so as to ensure the reasonableness of the rate. If the rates are found high / unreasonable, negotiation shall be held with the party for obtaining reduction. The negotiation shall be held by a committee including a finance representative. Any change in item rate shall be got approved as per relevant DOA.
- 2.4.5 In case additional items / extra supplementary items are executed along with variations in quantities and the final value of the work executed is within the work order value, approval under DOA is required along with FC.
- 2.4.6 In case variation in quantities and / or additional / extra supplementary items are executed and the final value of work executed exceeds the work order value, approval under DOA is required along with the FC.

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2.5 SITE REGISTERS

Site engineers are required to maintain various registers and prepare statements during the progress of work. It is essential to record pertinent information and maintain registers for receipt of IOC free issue materials, issue of materials to contractor and its utilization, record of cement receipt and consumption, test reports for various materials / equipments, hindrance register, Site Instruction book, Measurement Book, payment details etc. so as to ensure that works are carried out as per prevailing norms and guidelines.

Proforma for theoretical cement consumption statement, part rate statement, test checks statement, site order book, hindrance register and cement register are given in **Annexure – ‘S’**.

2.6 COMPLETION DRAWINGS

While executing the works, certain modifications may be required to be made from the original layout drawings, due to the site conditions. It is, therefore, essential that after the job is completed, as built drawings as per actual measurements should be prepared so that a correct record is kept at Engineering Department of Head Office / Regional Offices / State Office.

While preparing the as built drawing, the following points should be noted:

- a) The size and shape of plot should be correctly recorded as per actual.
- b) Distance between various facilities, position of approach roads and existing structures in and around the site should be correctly indicated.
- c) The pipeline layout, both in the layout drawing as well as in the pipeline drawing should be corrected as per the alignment actually laid at site and the exact locations where the equipment such as Micron Filters, Relaxation Tanks, Line Strainers and the position of flanged joints both in underground and aboveground pipeline should be clearly indicated.
- d) The alignment of electric cables for power and light should be recorded in the layout drawing.

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- e) Waterlines should be indicated in the layout drawing.
- f) Any other particulars and deviations from original drawings, which may be felt necessary to be indicated.

2.7 ACCEPTANCE COMMITTEE VISITS

2.7.1 Grassroot projects except LPG plants

- a) Facilities under construction shall be inspected by the acceptance committee consisting of officers preferably in 'E' Gr. and above from User, Engg, S&EP and M&I departments of the Head office / Region. A representative from QC Group may also join, where required, for which user dept. should decide.
- b) There shall be minimum three visits to the site by the acceptance committee as under:
 - 1st visit - when the progress is approx. 25 - 30%
 - 2nd visit - when the progress is approx. 60 to 70%
 - 3rd visit - at the time of mechanical completion of project
- c) Visits of Acceptance committee and of OSID representative shall be co-coordinated by User dept. on receipt of intimation of progress from Engg. Dept.
- d) The scope of inspection by the acceptance committee shall be strictly as per concept note and basic engineering drawings.
- e) The acceptance committee will function homogeneously and bring out unified report, factual and without any dissent. Wherever acceptance committee thinks in terms of deviation from the approved concept note, P&ID and layout drawings, the acceptance committee shall record reasons in writing as to why the committee wants to recommend beyond approved concept note, P&ID and layout drawings.
- f) Shortcomings pointed out by the acceptance committee shall be complied with and a compliance report shall be prepared. Based on this compliance report, Engineering deptt. Shall ask user deptt. to arrange for the visit of OISD team.

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- g) Deficiencies, if any pointed out by OISD team shall be complied with and a compliance report shall be sent to OISD.
- h) Once the facilities are accepted by acceptance committee/OISD, any additions/alterations suggested by any individual official should not delay commissioning of the facilities. Such additions/alterations should be taken up by the user dept. as separate proposals. Based on report of acceptance committee/OISD, Commissioning team will visit the location for commissioning of facilities.

2.7.2 Grassroot LPG Plants

- a) Acceptance committees will visit the new Bottling plants/ locations under construction at specified intervals to verify the construction of facilities as per approved layouts and standards/ codes.
- b) First inspection will be carried out by officers from HO from LPG-Engg., LPG Ops. And S&EP along with the regional representative of LPG-Engg., S&EP and LPG State Heads. This team would visit on receipt of the report from RO/SO with respect to completion of 25% to 30% of the construction.
 - i) All the facilities are in line with the approved layout, no change in layouts/ facilities to be carried out without approval.
 - ii) Hydrant line, product pipeline and conveyor layout drawing to be checked and correction if any, to be advised to the site in charge, after approval.
- c) After 65% to 75% completion of the project, HO S&EP and Regional LPG-Engg., LPG Ops. & S&EP along with LPG State Head should visit the plant and review the following: -
 - i) The status of various facilities as per pre-commissioning check list.
 - ii) Conveyor layout and down stream facilities under execution as per approved layout plan.

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- d) After mechanical completion Internal team from Regional Office consisting of LPG-Engg., LPG Ops. And S&EP along with LPG State Heads will visit the plant and verify all the facilities as per the enclosed pre-commissioning checklist, which are essential for Plant commissioning at the target dates should be mentioned for the pending jobs.

On the basis of report of Internal Committee, 3rd Acceptance Committee and OISD pre-commissioning inspections shall be organised.

- e) Two day prior to the OISD inspection, Acceptance Committee comprising HO LPG Operations, LPG-Engg., S&EP along with Regional representative of LPG-Engg., S&EP and LPG State Head shall inspect the facility as per the pre-commissioning checklist.

Acceptance committee will prepare lists of deficiencies/ action plan points if any, containing deficiency points to be attended to before 'gas-in' / commissioning.

Deficiencies to be recorded and communicated to state Office and Regional Office for corrective actions.

- f) LPG State Head shall inform HO through GM - State Office and ED of the Region about readiness/ preparedness for 'gas-in' after compliance of deficiencies pointed out during OISD and Acceptance Committee inspection.
- g) On receipt of the approval for 'gas-in', a final 'Commissioning Team' from HO, shall visit the specific location.

2.7.3 Retail outlets

Terms of reference of acceptance committee for Retail Outlet should be – Quality of work in line with approved layout plan.

- a) The acceptance committee shall be constituted of field officer of the area and one engineer from state office.

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- b) The engineer from state office shall be other than the engineer who has supervised the work. This engineer shall be nominated by state Engg. Head.
- c) The engineer who has supervised the work shall assist the acceptance committee and take further necessary action as per the advice of the acceptance committee.
- d) The acceptance committee shall visit ROs within one month from the date of completion. In case, the acceptance committee's visit is not possible within one month due to any unavoidable reasons, approval of state heads shall be required indicating proposed date of committee's visit. The engineering group shall be responsible for obtaining this approval.

2.8 PRE-COMMISSIONING TRIAL RUNS

- 2.8.1 User dept. will ensure taking the product immediately after the final visit of the acceptance committee. Wet run test of receipt, storage and delivery facilities shall be carried out by the operating personnel posted well in time, with the active assistance of the Engg. Site set up. The Engineering department shall co-ordinate with all vendors / contractors for their presence during the pre-commissioning trial runs.
- 2.8.2 In case there is long gap between mechanical completion of facilities and taking the product, wet run test shall be carried out by operating personnel. In such event if any defects are noticed, Engg. / Materials group may be requested to assist in respect of equipments under warranty.

2.9 COMMISSIONING TEAM

2.9.1 Purpose

In order to ensure that all aspects of facilities such as Safety/operation/Accounts/Quality Control measures are in position at the time of commissioning of new location, a HO team shall visit the location before authorising actual commissioning.

2.9.2 Constitution

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Constitution of the team shall be as per guidelines issued from HO from time to time.

2.9.3 Role and procedures

- a) To check whether the facilities have been constructed conforming to the approved layout plan and authorised changes.
- b) Ensure availability of all statutory clearances including all licenses (as per checklist)
- c) To examine and ensure compliance of the final acceptance committee's report and OISD observations (as applicable).
- d) To physically check the working of Fire Hydrant system including auto mode and check that all the fire Hydrant equipments as per OISD norms/ S&EP guidelines, are in position and in working condition.
- e) To carry out random checks of flame-proofness of electrical equipments.
- f) Random check of earthing system of storage tanks and truck loading gantry etc.
- g) To check the fire organisation chart covering all aspects of fire fighting (combat, rescue, auxiliary team) disaster Management Plan available/ displayed.
- h) To check the positive segregation of products and colour coding.
- i) To check the effectiveness of illumination of the entire plant.
- j) After the clearance of acceptance Committee/ OISD (as applicable), product receipt may take place for the purpose of line flushing, flow meter performance testing and calibration and certification by Weights and Measures.
- k) To check and ensure that the terminal Automation system is functional.

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- l) Check that the TDM/ PDM/ INDAIR (as applicable) operation is functional and all data related to products, pricing and customers are loaded.
- m) To check quality control/ testing facilities are in position.
- n) To check the availability of all the manuals (Operations, Safety, Quality control, Engineering, HR, M&I , Finance & Accounting/ DOA etc.) and availability of catalogues, spare parts list, as built drawings etc.
- o) Checking the availability of trained operating manpower.
- p) Checking the awareness of safety and correct operating practices by the officers and staff posted at the location.

2.10 SAFETY DURING CONSTRUCTION AND MAINTENANCE

2.10.1 Need

Safety during any Project construction or maintenance assumes importance because of following factors: -

- a) A large number of Contractor workmen, both skilled and unskilled, remain present at the work site. Many of these workmen may not be familiar with the site working conditions.
- b) Temporary structures such as ladders, crossover and scaffoldings etc. are installed to carry out work normally in inaccessible areas.
- c) Lifting and heavy duty load carrying machines are deployed in the limited space for lifting and transporting heavy machinery and carrying out heavy duty jobs like bending of plates etc.
- d) Work is done in confined space, at high altitudes and in the areas, which are inaccessible in the normal conditions.
- e) Temporary arrangements are made for power supply to heavy machines, welding sets and lighting etc.

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- f) Number of groups work simultaneously on a project adding to potential
- g) Hazards due to improper co-ordination.
- h) Tendency to adopt short cuts to maintain time schedules.

Each equipment / system has own detailed safety norms and precautions which should be followed right from design stage. Users are advised to go into such details before starting any activity at site.

2.10.2 LIFTING / TRANSPORTATION MACHINES AND TACKLES

Lifting machines includes cranes, crabs, winches, pulley blocks etc. Lifting tackles include slings, rings, hooks, shackles and swivels. General safety considerations for lifting machines and tackles are: -

- a) Except for actual testing purposes, lifting machines and tackles should not be loaded beyond a maximum safe working load.
- b) Loads should be lifted and lowered smoothly, avoiding sudden starts and stops, jerks and swings.
- c) Lifting machines should be positioned properly. Area of operation should be clear and safe.
- d) Only authorised persons should be allowed to operate the equipment. When not in use, the equipment should be properly switched off with safety locking devices in position to prevent any accidental start or operation by unauthorised person.
- e) Ropes, hooks, rings, slings and sheaves of proper specifications and design should be used. These items should be periodically inspected and replaced on slightest defect. In any case, these should not be over-used beyond the laid down criteria such as specified number of applications or life period etc.
- f) Adequate experienced manpower should be placed along with the main equipment operator for monitoring and guiding the operation at various stages. Persons so placed and the supervisors must clearly understand the entire operation, safety requirements and handling of emergencies etc.

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- g) Load should be evenly balanced during transportation. If necessary, it should be tied properly.
- h) Transport vehicles such as forklifts, trailers etc. should move carefully at slow speed. Normally at construction site, proper roads may not be available. Hence care should be taken while negotiating un-even surfaces. Curves should be negotiated slowly.

2.10.3 LADDERS

- a) Place a ladder so that the horizontal distance from the base to the vertical plane of the support is approximately one-fourth the ladder length between supports. (For example, place a 12 ft (4m) ladder so that the bottom is 3 ft (0.9m) away from the object against which the top is leaning).
- b) Do not use ladders in a horizontal position as runways or as scaffolds. Single and extension ladders are designed for use in a nearly vertical position and cannot be used in a horizontal position or with the base at greater distance from the support than that indicated in the preceding paragraph.
- c) Never place a ladder in front of a door that opens toward the ladder unless the door is locked, blocked, or guarded.
- d) Do not place a ladder against a windowpane or sash. Securely fasten a board (not with nails) across the top of the ladder to give a bearing at each side of the window. Spread attachments are available. On wide windows with metal sash, the bearing may be across the mullions or between window jambs.
- e) Do not place near an electrical equipment
- f) Place a portable ladder so that both side rails have secure footing. Provide solid footing on soft ground to prevent the ladder from sinking.
- g) Place the ladder feet on a substantial and level base, not on movable objects.

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- h) Never lean a ladder against un-secure backing, such as loose boxes or barrels.
- i) When using a ladder for access to high places, securely lash or otherwise fasten the ladder to prevent it's slipping.
- j) Secure both bottom and top to prevent displacement when using a ladder for access to a scaffold.
- k) Extend the ladder side rails at least 3 ft (0.9m) above the top landing.
- l) Do not place a ladder close to electric wiring or against any operational piping (acid, chemical, sprinkler system, etc.) where damage may be done.
- m) Ladders are for only one person at a time.
- n) Do not overload a ladder. Do not hit it.
- o) Hold on with both hands when going up or down. If material must be handled, raise or lower it with a rope either before going down or after climbing to the desired level.
- p) Always face the ladder when ascending or descending.
- q) Never slide down a ladder.
- r) Be sure your shoes are not greasy, muddy or slippery before you climb.
- s) Do not climb higher than the third rung from the top on straight or extension ladders or the second tread from the top on stepladders.
- t) Tools may be carried on a tool belt.
- u) Do not splice or lash short ladders together. They are designed for use in their original lengths and are not strong enough for use in greater lengths. Also most splicing methods, particularly "on-the-job methods," are not recommended.

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2.10.4 SCAFFOLDING

- a) Scaffolding should be placed on level and rigid floor only. Never place on unstable objects.
- b) The poles, legs or uprights of the scaffolding should be plumb and securely and rigidly braced to prevent the swaying and displacement.
- c) Scaffolding should have a safe and convenient means of access.
- d) Slippery conditions on scaffolding should be eliminated as soon as they are generated.

2.10.5 WELDING AND CUTTING

- a) Acetylene used for gas welding and cutting forms an explosive mixture with air in any proportion between 2% and 82%. Therefore, ensure proper ventilation of the work area. Cylinders and accessories should be free from leaks.
- b) Acetylene can explode due to excess pressure. Do not store acetylene cylinders in hot area.
- c) Acetylene cylinders must only be used in upright position.
- d) For electric arc welding, all cables, terminals and cable connectors should be of adequate capacity and properly insulated.
- e) A separate earthing conductor connected to the item being welded is provided in addition to the welding current return cable.
- f) Electrode holder when not in use should be placed on an insulated hook. Live electrodes should never be placed on face shields nor left on suspended welding cables.
- g) The work area should be dry, secure and free from obstructions and combustible materials.
- h) Safety goggles and face shield should be used for personal protection from light and fumes etc.

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- i) The work area should be properly ventilated to prevent the accumulation of fumes.

2.10.6 ELECTRICAL SYSTEMS

It may be noted that flame-proof / intrinsically safe character of all electrical equipment must be ensured after maintenance /repair / testing etc; else these equipment can be a source of spark.

2.10.7 HAND AND PORTABLE POWER TOOLS

Right tool for the right job

For example, pipe wrench should never be used on a nut. Pliers should never be used instead of wrench.

Keep Tools In Good Condition

Disfigured, blunt, bent tools can cause accident. Files, hammers or any other similar tool without or loose handles are dangerous to use.

Use Tools Correctly

Tools should be used for the purpose they are designed. Person using tools should know the correct use and correct method of operating the tools. For e.g. ordinary screwdrivers should not be used to check electrical circuits. Similarly screwdrivers should not be used for punching holes or cutting the surfaces. Also power tools should be properly earth. Never use them near water or moist surfaces.

Keep Tools In A Safe Place

Tools should be placed in safe toolboxes. Sharp tools carried in the boxes or left with cutting edges exposed could cause danger.

Always use appropriate type of personal protection to prevent injuries due to chips, dust or flying particles.

Guidelines to prevent spark from tools in a petroleum installations are given here:

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- a) Avoid using hammer cutting, grinding, filing etc in a hazardous atmosphere.
- b) In case it becomes necessary, use one or more of following options:
 - i) Temporary isolation of hazardous area by covering, screens (water, asbestos sheets, mud plugs)
 - ii) Water spraying at a point where hammering, grinding, cutting or filing to be done.
 - iii) Keeping area wet around the spot where maintenance job is in progress.
- c) Use proper work permit system wherever some maintenance work (likely to produce spark / hot surface) is to be done in a hazardous / potentially hazardous area. In addition to general and special precautions, ensure complete readiness for fire fighting.
- d) Even if hammering, cutting, grinding, filing etc is not done, use all precautions to prevent striking and fall of tools over other metallic objects.
- e) In order to achieve the objectives of Item No. (d) above, ensure following:
 - i) Use appropriate tool meant for the application
 - ii) Do not use make shift tools
 - iii) Use correct procedure to handle and application of tool. Follow the instruction given in the manual of manufacturer.
 - iv) Application of force should be proper in quantity and direction
 - v) Handles of tools should be properly fixed and should not have cracks / splinters
 - vi) Do not use-disfigured tools
 - vii) When working at height, carry tools in a secured box / tool pocket. Place tool in a secured manner after use and never keep it loose on a structure at a height.

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- viii) Deploy adequate manpower to use / hold tools simultaneously.
- ix) Attachment to a tool should be appropriate to the tool. Facility must exist to fix the attachment in a secured manner.
- x) Idle tools, not in use, must be placed safely with safety lock, safety closure in place. Power tools must be disconnected if not in use.
- xi) Electrical tools should be appropriate to the classification

2.10.8 OTHER AREAS

- a) Excavations must be cordoned off by ropes or railings with warning boards displayed prominently.
- b) Persons working at heights should use safety belts with lifelines.
- c) Personnel protection gears such as helmet, safety shoes, hand gloves etc to be used while present in the work area.
- d) No person should work alone in confined space. For such jobs, another person monitoring his movements should be placed. All rescue arrangements should be ready for use in case the person working faces emergency.
- e) Rotating part of the machinery should be properly guarded.
- f) All work in connection with roofs and plates must be covered by proper safety precautions and crawling board or catwalk ladders must be used. In no case any workmen should be allowed to stand, walk or crawl over any roof.
- g) Tools of proper specifications and use should only be used. Blunt or disfigured tools are very hazardous and should not be used.
- h) Precautionary boards / tags must be placed at work site with prominent visibility to caution others in the vicinity to be careful.

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2.10.9 WORK PERMIT SYSTEM

Safety Permit is a written authorisation for a job on a system in a manner that is safe in totality. The objective of Work Permit System is to ensure safety of plant / equipment and personnel during maintenance / construction/ testing work in an operating location. Work Permit System for all kinds of M&I and Project Jobs are given in OISD – 105 which must be followed.

Application

Work Permit System is applicable in a hydrocarbon processing / handling installation if a work has to be performed by a person other than authorized operating person of that area. Even authorized operating has to take work permit if the work is outside their normal routine.

Hot Work

An activity which may generate spark /enough heat to ignite a flammable air –hydrocarbon mixture or a combustible substance.

Cold Work

All activities other than falling under ‘Hot Work’.

System

- a) Separate printed permits to be used for ‘Hot Works’ and ‘Cold Works’.
- b) Work permit system will operate on Owner-In –Charge basis i.e. management of concerned area will issue the permits defining various limits / precautions etc.
- c) Format, color-coding and copies of each permit is given at the end of this chapter and to be followed.
- d) Permit issuing authority may develop supplementary formats in case clearance is to be taken from another agency for road cutting, electrical isolation, excavation etc.

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- e) Work Permit should be received and signed by a responsible work Supervisor / Engineer.
- f) Work Permit will be issued for a single shift. In case of work with longer duration, this will be revalidated by the In-Charge of the next shift. Blanket permit for a longer duration can be issued if Owner-in-charge is satisfied regarding the safe conditions during work hours.
- g) After the work is over and conditions as specified in permit are restored (removal of debris/ temporary installation etc.), the permit duly signed by the Work Supervisor/ Engineer will be returned to Owner – In – Charge.

Owner- In – Charge must ensure the compliance of all conditions before issuing permit.

2.10.10 WORK PERMIT FOR ELECTRICAL JOBS

This covers special requirement for any job in electrical system where electrical isolation-lockout/ energising or earth excavation clearances are required.

Application

Work Permit (Electrical) will be taken for:

- a) Any construction, repair, testing, maintenance or inspection jobs on electrical system.
- b) Any work in the proximity to energised electrical circuits.
- c) Any job in general where an electrical isolation is necessary.

System

Following electrical line clearances through a written permit shall be taken by Work Supervisor / Engineer from permit issuing Authority (electrical) in addition to Work permit by Owner-in –charge (OIC).

- a) Electrical isolation – lockout Line Clearance before commencement of work.

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- b) Electrical Energisation Line Clearances after completion of work.
- c) Earth Excavation Line Clearance

The procedure to be followed is given below:

- a) Work supervisor / Engineer give work request to OIC
- b) OIC in writing issue request to Electrical - in - Charge (EIC) for de-energising and positive isolation of equipment / work area.
- c) EIC de-energise the system and isolate the equipment / area and submit report to OIC
- d) OIC issues Work Permit to Work Supervisor (WS) / Engineer.
- e) WS / Engineer, after completion of job, returns Work Permit to OIC.
- f) OIC ensure proper safe conditions and requests EIC to re-energise the equipment / area.

Work Permit for electrical jobs, based on OISD –137 standards is enclosed at **Annexure – S**.

2.10.12 ENTRY TO CONFINED SPACES

Before permitting entry to confined spaces, through testing should be done for:

- a) Combustible gases
- b) Toxic gases
- c) Oxygen concentration

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Permission can be granted using following criteria:

% of petroleum vapours	% of Lower Explosive Limit	Remarks
< 0.05%	< 5.0%	Safe for men at work and all other purposes.
0.05% - 0.10%	5 – 10%	Safe for me for working inside for varying periods followed by short rests in fresh air (length of period to be specified by IOC).

Concentration of a toxic gas should be less than maximum allowable limits. Based on the concentration of hydrocarbons/ toxic gas, OIC must specify the precautions before entry such as:

- a) Use of protective equipment, BA set,
- b) use of special tools and equipment,
- c) Stand-by person for watch,
- d) Readiness of emergency escape, and rescue requirements
- e) First aid for emergency handling etc.

In all cases oxygen level at 19.5% min. must be ensured. If necessary, intermittent gas and oxygen test should be done and action to improve ventilation or change in the frequency and period of rests should be made accordingly.

2.11 CUSTODY OF SITE RECORDS

The Site Engineer shall maintain vital records such as level books, contour plans jointly signed by him and the contractor, completion drawings and

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other such documents in support of the Measurement Certificate, Site Instructions given to contractors and files related to various works. He shall be responsible for safe custody of these records and the documents till such time the contract is executed. There after all records shall be formally handed over to the location for safekeeping and reference.

2.12 HANDING OVER OF NEW LOCATIONS / NEW FACILITIES AT EXISTING LOCATIONS TO THE USER DEPARTMENT

The following documents shall be provided to the location in-charge by the engineering department at the time of handing over the facilities.

- a) Storage license.
- b) As built drawings for the following:
 - i) Layout plan
 - ii) P&ID for product pipeline
 - iii) P&ID for hydrant pipeline
 - iv) Pipeline layout for product
 - v) Pipeline layout for hydrant.
 - vi) Electrical System
- c) Tank fabrication drawings including all test certificates and calibration charts
- d) Power load sanction from SEB, inspection report of Chief electrical inspector, earthing certificate, approval for DG Sets etc.
- e) Statutory approvals
- f) Guarantee / warranty certificates for equipments
- g) Operating manuals for equipments wherever applicable
- h) All correspondence files
- i) Close out report

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2.13 WORKS CONTRACT AGREEMENT

2.13.1 The successful Contractor has to execute the works contract agreement before taking up any job.

All agreements should be executed in the prescribed formats affixing necessary non-judicial stamps. If standard forms are not being adopted for any particular transaction, great care should be taken in drafting the agreement in consultation with the Law Department. All agreements should be executed before entrusting the work to the contractor to avoid disputes at a later date. All alterations, additions, and other modifications should be authenticated with the full signatures of both the parties to the agreement.

2.13.2 Every page of the agreement should be initialed by both the parties. The agreement should be completed in all respects and the various columns filled in clearly and completed. Where any portion is not applicable, it should be struck off duly attested by both the parties.

2.13.3 All agreements should be executed with stamps affixed on them. Further, no agreement is required for additional/ confirmatory orders.

2.13.4 The agreement, in duplicate, (one copy duly affixed with necessary stamp), should be sent along with the work order to the contractor. It should be ensured that both the copies of the agreement with duplicate copy of work order are received back duly signed by the contractor in token of acceptance of contract. The stamped copy of the agreement should be retained by us and the unstamped copy be sent to the contractor, after execution of the same.

2.13.5 It should be ensured that the agreements are executed from our side by an officer having power of attorney. It should be ensured that no qualified agreement is accepted.

2.14 REGISTER OF AGREEMENTS

2.14.2 A register of agreements will be maintained. This register should be kept up-to-date by posting all agreements received duly signed by the contractors.

2.14.3 The register of agreements should contain the following information :-

- a) Agreement number & date

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- b) Name of work awarded
- c) Name of the contractor
- d) Date of signing of agreement
- e) Date of final settlement & closure
- f) Checked by the officer concerned and remarks

2.15 GENERAL CONDITIONS OF THE CONTRACT


General conditions of the contract should also form part of tender as well as work order. Any deviation from General conditions of the contract or any job/location specific condition should form part of tender as well as work order in the shape of '**Special Conditions of the Contract**'.

2.16 PERFORMANCE EVALUATION OF EMPANELLED CONTRACTORS

A format for Performance Evaluation of Empanelled Contractors is given in **Annexure U**.

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ANNEXURE- A

NOTICE INVITING TENDER TO BE ISSUED IN IOC'S WEBSITE

NOTICE INVITING TENDER

1. TENDER NO
2. ESTIMATED COST
3. EARNEST MONEY DEPOSIT
- 4 DUE DATE AND TIME:
 - a SUBMISSION OF TENDERS :
 - b.OPENING OF TENDERS :
- 5 SALE OF TENDERS: **(between 1000 Hrs to 1500 Hrs on working days)**
 - i. STARTS ON :
 - ii. CLOSES ON :.
- 6 COST OF TENDER DOCUMENTS Rs **(non refundable) in favour of Indian Oil Corporation Limited payable at -----**


Sealed tenders in two bid system (technical bid with commercial terms and price bid) are invited from reputed, established and financially sound parties for (Name/ Description of Work) At (Location address)

Parties who have completed similar works of value **not less than Rs** against single work order and having a minimum turnover of Rs in any of the preceding three completed financial years only need apply.

The purchase preference as per the prevailing policy shall be extended to Central Public sector units and JVs of the Corporation.

Tender documents can be had from -----

Quotations should reach before due date and time mentioned above.

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CHIEF PROJECTS MANAGER ANNEXURE-B

Provident Fund for Contract Labour – Registers to be maintained

1. Contribution Cards

The employer should maintain a contribution card for each member employee showing the wages of the employee, contributions recovered and remitted every month during the year etc.

2. Eligibility Register

In this register the employer records the particulars of every employee whosoever is eligible to become a member of provident fund and the number of working days during each month.

3. Provident Fund Register


This register is in the form of contribution cards for each employee.

4. Provident Fund Ledger

This ledger contains the total monthly contributions, withdrawals from the account, repayment of loans and balance at the end of each month.


5. Inspection Book

The employer should maintain an inspection notebook for an inspector to record his observations on his visit to the establishment.

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Returns and Compliances

Time Limit	Form No.	Nature of Return / Compliance	To be sent To
Every month 15 th	Challans	Remittance of PF contributions, Pension Fund, Admn. Charges, EDLI and its Admn. Charges	The State Bank of India
Every month 20 th	5, 10 & 12A	Return of employees qualifying / leaving, monthly remittance statement of PF Contributions, Pension Fund and EDLI	Regional Provident Fund Office
	3A	To be posted and kept (to be sent to RPFC by the year end)	--Do--
	5A	Return of Ownership	--Do--
	6A on the basis of employee wise contributions are posted every month in form 3A	Return of Members Contributions in the financial year	--Do--
	2	Nomination	Regional Provident Fund Commissioner

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ANNEXURE-C

REGISTER OF TENDERS

INDIAN OIL CORPORATION LIMITED (ENGINEERING DEPARTMENT)

1. TENDER NO : _____
2. NIT SENT TO PR ON : _____
3. NATURE OF WORK : _____
4. SALE OF TENDERS BEGINS ON _____
5. SALE OF TENDERS CLOSES ON : _____
6. LAST DATE & TIME OF RECEIPT OF TENDER : _____
7. DUE DATE & TIME OF OPENING : _____
8. EMD RS. _____
9. DATE OF APPROVAL OF PLACING WO : _____
10. ACTUAL DATE OF ISSUANCE OF LIO/WO _____
11. 11. COST OF TENDER DOCUMENT : RS. _____

SN	Name & Address of the party	Cr. No. & Date	Mode of issue & Date (Sig. of party's Rep. If issued by hand)	Sig. Of party's Rep. At opening	EMD Particulars	Sign. Of party's Rep. At opening of Price Bid	Remarks
1	2	3	4	5	6	7	8

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ANNEXURE-D


PRICE BID FORMAT FOR ITEM RATE TENDER

TENDER NO. _____ DT. _____

NAME OF THE WORK : _____

Sr. No.	Item Description	Quantity	Unit	Rate		Amount in Figures
				In Figures	In words	
1						
2						
3						
TOTAL AMOUNT (IN FIGURES) RS. _____ TOTAL AMOUNT (IN WORDS) RS. _____						

SIGNATURE / SEAL OF THE CONTRACTOR

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ANNEXURE-E

PRICE BID FORMAT FOR PERCENTAGE RATE TENDER

TENDER NO. _____ DT. _____

NAME OF THE WORK : _____

Sr. No.	Item Description	Quantity	Unit	Rate		Amount in Figures
				In Figures	In words	
1						
2						
3						
TOTAL AMOUNT						Rs.
QUOTE VALUE IN TERMS OF % AGE (ONLY) OF THE TOTAL AMOUNT INDICATED AS ABOVE IN FIGURES					PLUS (+) %	MINUS (-) %
PERCENTAGE IN WORDS						


NOTE: THE TOTAL AMOUNT TOWARDS THE TENDER SHALL BE ARRIVED AT BY APPLYING PLUS OR MINUS PERCENTAGE QUOTED ON THE TOTAL AMOUNT INDICATED ABOVE.

CHIEF ENGINEERING MANAGER

I/WE HEREBY DECLARE THAT I /WE HAVE CAREFULLY GONE THROUGH THE ABOVE SCHEDULE AND ABIDE BY PERCENTAGE QUOTED ON THE TOTAL AMOUNT INDICATED ABOVE.

NAME


SIGNATURE / SEAL OF THE CONTRACTOR

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ANNEXURE-F

FORMAT FOR FINAL TCC RECOMMENDATIONS FOR AWARD OF WORK

1.
 - a) Brief background of the main Project
 - b) Description of tendered work
 - c) Tender No.
2. Estimated value of work
 - a) Approved by
 - b) In case estimate is more than Rs.25 Lacs whether vetted by Finance
3. Whether capital/ Revenue Item
 - a) In case of revenue expenditure give Ref. No.
 - b) In case of capital item give IR No. and Amount with Admin. Approval reference
4. Cumulative commitments made prior to the current proposal against the approval given in item 3 above.
5. Approval Ref. for inviting tender
6. Mode of tendering (ST/LT/ PT)
7. Type of tendering system (Single bid/ Two Bid system)
8. Tenders issued/ No. of Parties to whom enquiry was sent
9. Time allowed for submission of tenders from the date of opening of sale of tender documents


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10. Whether any pre bid meeting held. If yes on which date and reference of Pre bid minutes
11. Due date and time of receipt of tenders
12. Actual date and time for opening of Tenders
13. No. of offers received upto the Due date and time of receipt

SN	Name of Parties

14. No. of late tenders
15. Whether requisite EMD has been submitted by all the tenderers ? Any party exempted from EMD?
16. No. of offers rejected on technical / commercial grounds including Holiday listing and reasons thereof (in case of two bid)

SN	Name of Party	Brief reasons for rejection	Ref. of TCC minutes recording rejection

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17. Reference of Technical bid TCC minutes
18. Whether any pre-price bid meeting held? If yes on which date and reference of Pre bid minutes
19. Details of deviations accepted by TCC, if any.

SN	As per tender	As accepted by TCC	Reasons	Ref. of approval for deviations

20. Names of Parties, if any, who do not agree to above deviations
21. Any revised Price Bids obtained with reasons
22. Parties who qualify for opening of Price Bids with reference of TCC recommendations

SN	Name of Parties


23. Date of opening of Price Bids
24. Summarized position of the evaluated prices of the technically acceptable offers :

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ESTIMATED AMOUNT :

	Name of Party	Amount quoted in (Rs.)	Variation w.r.t. estimated cost (%)	Party position

25. Public sector/ NSIC/ IOC JV participating in the tender, if any
26. Any price/ purchase preference proposed to be given to NSIC/ PSU/ IOC JV as per guidelines. If so give details
27. Any negotiation held with L1. If so reasons for negotiation.
28. Recommendation of TCC for award of work:
 - a) Recommended party
 - b) Contract value
 - c) Reasons for recommendation
 - d) In case of award of job is recommended on more than one Party, basis of allocation
 - e) Validity of offer
 - f) All declarations duly filled and signed by the Party

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g) Whether CVC guidelines have been complied with


h) Any other relevant information

29. DOA/ Approving authority

SIGNATURES OF TCC MEMBERS

FINANCE CONCURRANCE


APPROVING AUTHORITY

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ANNEXURE-G


FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

1. In consideration of the Indian Oil Corporation Limited (hereinafter called 'The Corporation') having agreed to accept from _____ (name of the tenderer) (hereinafter called 'the said tenderer') Earnest money in the form of Bank Guarantee, under the terms and conditions of tender No. _____ dated _____ in connection with _____ (mention the details of the tender) (hereinafter called "the said tender"), for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of _____ days from the date of the opening of the tender and other stipulations of the tender we, _____ (indicate the name of the bank) hereinafter referred to as 'the Bank' at the request of _____ (mention the name of the tenderer) do hereby undertake to pay on demand to the Indian Oil Corporation Limited an amount not exceeding Rs. _____ in the event of the said tenderer having incurred forfeiture of earnest money as aforesaid or for the breach of any of the terms or conditions or the stipulations of the said tender and/ or the contract if awarded including but not limited to non performance of the contract caused due to revision in price/ pricing basis after close of the pricing part of the tender under an order of the Indian Oil Corporation limited.
2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Indian Oil Corporation Limited stating that the amount claimed is due by way of forfeiture of earnest money or any loss or damage caused to or suffered or would be caused to or suffered by the Indian Oil Corporation Limited by reason of breach by the said tenderer any of the terms or conditions or stipulations

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contained in the said tender or by reason of the tenderer's failure to perform the stipulations of the said tender. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We _____ (indicate the name of the bank) undertake to pay to the Indian Oil Corporation Limited any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or Tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by the bank under this bond shall be a valid discharge of our liability for payment there under and the tenderer shall have no claim against us for making such payment.
4. We _____ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the terms, conditions or stipulation of the said tender and that it shall continue to be enforceable till all the dues of the Indian Oil Corporation Limited under or by virtue of the said tender/ contract have been fully paid and its claims satisfied or discharged or till Indian Oil Corporation Limited certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tender and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.
5. We _____ (indicate the name of the bank) further agree with the Indian Oil Corporation Limited that the Indian Oil Corporation Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the

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terms and conditions of the said tender or to extend time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Indian Oil Corporation Limited against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said tender and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of Indian Oil Corporation Limited or any indulgence by the Indian Oil Corporation Limited to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.


6. This guarantee will not be discharged due to the change in the constitution of the bank or the tenderer.
7. We, _____(indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Indian Oil Corporation Limited in writing.

Dated the ____ day of ____ 200

For _____
(indicate the name of bank)

Place :


Date :

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ANNEXURE-H

FORM OF BANK GUARANTEE / BID BOND FOR FOREIGN PARTIES (FOR EMD PURPOSES ONLY)


1. In consideration of the Indian Oil Corporation Limited (hereinafter called 'the Corporation') having agreed to accept from mention the name of the tenderer (hereinafter called 'the said tenderer') Earnest money in the form of Bank Guarantee, under the terms and conditions of tender dated _____ in connection with mention the details of the tender (hereinafter called "the said tender") , for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of _____ days from the date of the opening of the tender and other stipulations of the tender we, indicate the name of the bank (hereinafter referred to as 'the Bank') at the request of mention the name of the tenderer do hereby undertake to pay on demand to the Indian Oil Corporation Limited an amount not exceeding US \$_____ in the event of the said tenderer having incurred forfeiture of earnest money as aforesaid or for the breach of any of the terms or conditions or the stipulations of the said tender and/ or the contract if awarded including but not limited to non performance of the contract caused due to revision in price/ pricing basis after close of the pricing part of the tender under an order of the Indian Oil Corporation limited.
2. We indicate the name of the bank do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Indian Oil Corporation Limited stating that the amount claimed is due by way of forfeiture of earnest money or any loss or damage caused to or suffered or would be caused to or suffered by the Indian Oil Corporation Limited by reason of breach by the said tenderer any of the terms or conditions or stipulations contained in the said tender or by reason of the tenderer's failure to perform the stipulations of the said tender. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding US \$_____.

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3. we indicate the name of the bank undertake to pay to the Indian Oil Corporation Limited any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or Tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by the bank under this bond shall be a valid discharge of our liability for payment there under and the tenderer shall have no claim against us for making such payment.

4. We indicate the name of the bank further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the terms, conditions or stipulation of the said tender and that it shall continue to be enforceable till all the dues of the Indian Oil Corporation Limited under or by virtue of the said tender/ contract have been fully paid and its claims satisfied or discharged or till Indian Oil Corporation Limited certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tender and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.

5. We indicate the name of the bank further agree with the Indian Oil Corporation Limited that the Indian Oil Corporation Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or to extend time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Indian Oil Corporation Limited against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said tender shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of Indian Oil Corporation Limited or any indulgence by the Indian Oil Corporation Limited to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.


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6. This guarantee will not be discharged due to the change in the constitution of the bank or the tenderer.
7. We indicate the name of the bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Indian Oil Corporation Limited in writing.

Dated the ____ day of ____ 200

Place :
Date :

For _____
(Indicate the name of bank)

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ANNEXURE-I

INDIAN OIL CORPORATION LIMITED (Marketing Division)

COMPLETION CERTIFICATE FOR RELEASE OF SD

Certified that the works as per details given below has been completed in all respects as per specifications and drawings.


1. **Name of the Department**
2. **Name of work**
3. **Work Order reference**
4. **Name of contractor**
5. **Date of Commencement**
6. **Date of completion**
7. **Extension granted if any**

Also certified that

- a) The stipulated period (12 months or the period actually stipulated) have passed since the completion of the work and no defects justifying withholding of the Security Deposit have manifested themselves.
- b) No recoveries are due from the contractor for supplies made, liquidated damages etc.

Therefore, SD of Rs due to the contractors, by DD / BG be released.


ENGINEER IN CHARGE

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ANNEXURE-J

BANK GUARANTEE PROFORMA IN LIEU OF SECURITY DEPOSIT

1. In consideration of the Indian Oil Corporation Limited having its Registered Office at _____ (hereinafter called “The Corporation”) having agreed to exempt _____ (hereinafter called “The said Contractor(s) / Supplier(s) / -Seller(s)”) from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called “The said Agreement”), of Security Deposit for the due fulfillment by the said Contractor(s) / Supplier(s) / - Seller(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we _____ (hereinafter referred to as “The Bank” at the request of _____ Contractor(s) / Supplier(s) / - Seller(s) do hereby undertake to pay to the Corporation an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said Contractor(s) / Supplier(s) / - Seller(s), of any of the terms or conditions contained in the said Agreement.
2. We _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said Contractor(s) / Supplier(s) / - Seller(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) / Supplier(s) ‘ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and


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payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.

- we undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) / - Seller(s) in any suit or proceeding pending before any court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) / - Seller(s) shall have no claim against us for making such payment.

- we, _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ office / department at _____ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) / Supplier(s) / - Seller(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.
- We, _____(indicate the name of Bank) further agree with the corporation that the corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) / Supplier(s) / - Seller(s) from time to time or to postpone for any time or from time to time any of

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the powers exercisable by the corporation against the said Contractor(s) / Supplier(s) / - Seller(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) / Supplier(s) / - Seller(s) or forbearance, act or omission on the part of the corporation or any indulgence by the corporation to the said Contractor(s) / Supplier(s) / - Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have affect of so relieving us.

6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s) / Supplier(s) / - Seller(s).
7. We, _____(indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the corporation in writing.


Dated the _____ day of _____ 200

For _____

(indicate the name of Bank)

PLACE....

DATE.....

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ANNEXURE-K

BANK GUARANTEE PROFORMA FOR FREE ISSUE OF MATERIAL


1. In consideration of the Indian Oil Corporation Limited having its Registered office at _____ (hereinafter called “The Corporation”) having agreed to supply*

to** _____

(hereinafter called the Contractor(s) / Supplier (s) / Seller (s) under the terms and conditions of the PO / work order No. _____ dated _____ issued by the corporation to the said Contractor(s) / Supplier (s) / Seller (s) (hereinafter called the said Agreement) on production of a bank guarantee for Rs. _____ (Rupees _____ only), we, _____

(hereinafter referred to as “the bank” at the request of Contractor(s) / Supplier (s) / Seller (s) do hereby undertake to pay to the corporation an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the corporation by reason of any breach by the said Contractor(s) / Supplier (s) / Seller (s) of any of the terms or conditions contained in the said agreement.

2. We ----- (indicate the name of bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the corporation by reason of breach by the said Contractor(s) / Supplier (s) / Seller (s) of any of the terms or conditions contained in the said agreement or by reason of the Contractor(s) / Supplier (s) / Seller (s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the


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bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay to the corporation any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier (s) in any suit or proceeding pending before any court or tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability of payment there under and the Contractor(s) / Supplier (s) / shall have no claim against us for making such payment.

4. We _____(indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ (office / department) at _____ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) / Supplier (s) / Seller (s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.
5. We, _____(indicate the name of bank) further agree with the corporation that the corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) / Supplier (s) / Seller (s) from time to time or to postpone for any time or from time to time any of


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the powers exercisable by the corporation against the said Contractor(s) / Supplier (s) / Seller (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) / Supplier (s) / Seller (s) or for any forbearance, act or omission on the part of the corporation or any indulgence by the corporation to the Contractor(s) / Supplier (s) / Seller (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier (s) / Seller (s).
7. We, _____ (indicate the name of bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the corporation in writing.

Dated the _____ day of _____ 20


For _____
(indicate the name of Bank)

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ANNEXURE-I

BANK GUARANTEE PROFORMA FOR ADVANCE PAYMENT TO CONTRACTORS

1. In consideration of the Indian Oil Corporation Limited having its Registered office at Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (East), BOMBAY – 400 051 and its Regional office at _____ (hereinafter referred to as “The Corporation”) having agreed to make advance payment from time to time to an extent of Rs. _____ (Rupees _____ only) to M/s. * _____ (hereinafter referred to as the Contractors / Suppliers / Sellers) under the terms and conditions of work order / purchase order / agreement no. _____ dated _____ issued by the corporation and accepted by the said contractors/suppliers/sellers for ** _____ (hereinafter referred as the said agreement) on production of Bank guarantee for an equal amount of Rs. _____ (Rupees _____ only), we ** _____ indicate the name of the bank) hereinafter referred to as “The Bank”) at the request of _____ (contractors) do hereby to pay to the corporation an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the corporation by reason of any breach by the said contractors / suppliers / sellers of any of the terms or conditions contained in the said agreement.
2. We, _____ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the corporation by reason of breach by the said contractors / suppliers / sellers of any of the terms or conditions contained in the said


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agreement or by reason of the contractors / suppliers / sellers failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____

3. We undertake to pay to the corporation any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier (s) / Seller (s) in any suit or proceeding pending before any court or tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability of payment there under and the Contractor(s) / Supplier (s) / Seller (s) shall have no claim against us for making such payment.

4. We, _____(indicate the name of bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____ (office / department) at _____ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) / Supplier (s) / Seller (s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.
5. We, _____(indicate the name of the bank) further agree with the corporation that the corporation shall have the fullest liberty without

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our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) / Supplier (s) / Seller (s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the corporation against the said Contractor(s) / Supplier (s) / Seller (s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) / Supplier (s) / Seller (s) or for any forbearance, act or omission on the part of the corporation or any indulgence by the corporation to the said Contractor(s) / Supplier (s) / Seller (s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s) / Supplier (s) / Seller (s).
7. We, _____(indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the corporation in writing.


* Indicate Name and Registered address of the contractors / suppliers / sellers.

** Indicate the nature of job assigned to contractors / suppliers / sellers

*** Indicate the name of the Bank

Dated the _____ day of _____ 20

For _____
(indicate the name of Bank)

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ANNEXURE - M


FORM OF BANK GUARANTEE FOR MOBILISATION ADVANCE

THIS UNDERTAKING made this _____ day of _____, 20__ by _____ (hereinafter called the 'Bank' which expression shall include its successors and assigns) in favour of INDIAN OIL CORPORATION LIMITED (herein after called the 'Corporation' which expression shall include its successors and assigns:

WHEREAS _____ (NAME)
(CONSTITUTION) of _____

_____ (address) (hereinafter called the 'Contractor' which expression shall include its/ his / their successors and assigns/ executors, administrators, representatives and assigns) has been awarded a contract in terms, inter-alia, of the Corporation's letter of Acceptance No. _____ dated _____ for construction of _____ for _____ at a total value of Rs. _____ (Rupees _____ only) (hereinafter called the 'Said contract' which expression shall include any formal contract entered into subsequent thereto or in super session thereof and all modifications to and amendments in the said contract) :


AND WHEREAS the Corporation agreed to advance to the Contractor, at his request, a sum of Rs. _____ (Rupees _____ only) for utilization in the performance of the work covered by the said contract (hereinafter referred to as the 'said advance') on production of an undertaking from an bank in respect of the said advance, which shall, without prejudice to any other mode of recovery available to the corporation be recoverable by deduction from the gross accepted value of the running account bills and final bills of the contractor commencing with the first running account bill.

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NOW, THEREFORE, in consideration of the promises afore going the Bank hereby irrevocably and unconditionally undertakes to pay to the Corporation at _____ forthwith on first demand, from the Corporation without protest or demur or proof or condition any and all amounts demanded by the Corporation in writing from the Bank with reference to this undertaking up to an aggregate limit of Rs. _____ (Rupees _____ only).

AND the Bank doth hereby further agree as follows :

- i) The Corporation shall have the fullest liberty without reference to the bank and without affecting any way the liability of the bank under this undertaking, at any time and/ or from time to time to anywise vary the said contract and / or any of the terms and conditions thereof or of the said advance and / or to extend time for performance of the said contract and/ or payment of the said advance in whole or part or to postpone for any time and / or from time to time any of the said obligations of the contractor and/ or the rights, remedies or power exercisable by the Corporation against the contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said contract and/ or the said advance, or the securities, if any, or any of them available to the Corporation and the bank shall not be released from the liability under these presents and the liability of the bank shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the contractor or any other forbearance, or omission on the part of the Corporation or any indulgence by the Corporation to the contractor or of any other act, matter or thing whatsoever which under any law could (but for this provision) have the effect of releasing the bank from its liability hereunder or any part thereof.

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- ii) It shall not be necessary for the Corporation to proceed against the contractor before proceeding against the Bank and the undertaking herein contained shall be enforceable against the bank as principal debtor notwithstanding the existence of any security for any indebtedness of the contractor to the Corporation (including relative to the said advance or for the security deposit) and notwithstanding that any such security shall at the time when claim is made against the bank or proceedings taken against the bank hereunder, be outstanding or unrealized.
- iii) As between the bank and the Corporation for the purpose of this undertaking the amount claimed or demanded by the Corporation from the Bank with reference to this undertaking shall be final and binding upon the bank as to the amount payable by the bank to the Corporation hereunder.
- iv) The liability of the bank to the Corporation under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the contractor and the corporation, the contractor and the bank and/ or the bank and the corporation or the liability of the contractor to the corporation, and notwithstanding the existence of any instructions or purported instructions by the contractor or any other person to the bank not to pay or for any cause withhold or defer payment to the corporation 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 corporation in terms hereof.
- v) This undertaking shall not be affected by any change in our constitution or that of the contractor or the corporation or any irregularity in the exercise of borrowing powers by or on behalf of the contractor.

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- vi) This undertaking shall be valid for all claims/ demands made by the corporation to or upon us up to the midnight of _____, 20____ provided that the bank shall upon the written request of the corporation extend this guarantee by a further period of six months.
- vii) The bank both hereby declare that Shri _____ who is the _____ (designation) of the bank is authorized to sign this undertaking on behalf of the bank and to bind the bank thereby.


Yours faithfully,

For _____

Name _____

Designation _____

Dated : _____

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ANNEXURE- N


FORM OF COMPOSITE BANK GUARANTEE FOR MOBILISATION ADVANCE AND SECURITY DEPOSIT

THIS UNDERTAKING made this _____ day of _____, 20__ by _____ (hereinafter called the 'Bank' which expression shall include its successors and assigns) in favour of INDIAN OIL CORPORATION LIMITED (herein after called the 'Corporation' which expression shall include its successors and assigns)

WHEREAS _____ (NAME)
(CONSTITUTION) of _____

_____ (address) (hereinafter called the 'Contractor' which expression shall include its/ his / their successors and assigns/ executors, administrators, representatives and assigns) has been awarded a contract in terms, inter-alia, of the Corporation's letter of Acceptance No. _____ dated _____ for construction of _____ for _____ at a total value of Rs. _____ (Rupees _____ only) (hereinafter called the 'Said contract' which expression shall include any formal contract entered into subsequent thereto or in super session thereof and all modifications to and amendments in the said contract) :

AND WHEREAS the Corporation agreed to advance to the Contractor , at his request, a sum of Rs. _____ (Rupees _____ only) for utilization in the performance of the work covered by the said contract (hereinafter referred to as the 'said advance') on production of an undertaking from an bank in respect of the said advance, which shall, without prejudice to any other mode of recovery available to the corporation be recoverable by

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deduction from the gross accepted value of the running account bills and final bills of the contractor commencing with the first running account bill.


AND WHEREAS the contractor is also required to furnish an undertaking from a bank in lieu of cash deposit of Rs. _____ (Rupees _____ only) towards security deposit (hereinafter referred to as the 'Security Deposit') valid till the end of the defect liability period as specified in the said contract.

AND WHEREAS the Corporation has agreed to accept a single undertaking from Bank to cover both the said advance and the Security Deposit.

NOW, THEREFORE, in consideration of the promises afore going the Bank hereby irrevocably and unconditionally undertakes to pay to the Corporation at _____ forthwith on first demand, from the Corporation, from the Corporation, without protest or demur or proof or condition any and all amounts demanded by the Corporation in writing from the Bank with reference to this undertaking up to an aggregate limit of Rs. _____ (Rupees _____ only).


AND the Bank doth hereby further agree as follows :

- viii) The Corporation shall have the fullest liberty without reference to the bank and without affecting in any way the liability of the bank under this undertaking, at any time and/ or from time to time to anywise vary the said contract and / or any of the terms and conditions thereof or of the said advance and / or to extend time for performance of the said contract and/ or payment of the said advance in whole or part or to postpone for any time and / or from time to time any of the said obligations of the contractor and/ or the rights, remedies or power exercisable by the Corporation against the contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said contract and/ or the said advance, or the securities, if any, or any of them available to the Corporation and the bank shall

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not be released from the liability under these presents and the liability of the bank shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the contractor or any other forbearance, or omission on the part of the Corporation or any indulgence by the Corporation to the contractor or of any other act, matter or thing whatsoever which under any law could (but for this provision) have the effect of releasing the bank from its liability hereunder or any part thereof.

- ix) It shall not be necessary for the Corporation to proceed against the contractor before proceeding against the Bank and the undertaking herein contained shall be enforceable against the bank as principal debtor notwithstanding the existence of any security for any indebtedness of the contractor to the Corporation (including relative to the said advance or for the security deposit) and notwithstanding that any such security shall at the time when claim is made against the bank or proceedings taken against the bank hereunder, be outstanding or unrealized.
- x) As between the bank and the Corporation for the purpose of this undertaking the amount claimed or demanded by the Corporation from the Bank with reference to this undertaking shall be final and binding upon the bank as to the amount payable by the bank to the Corporation hereunder.
- xi) The liability of the bank to the Corporation under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the contractor and the corporation, the contractor and the bank and/ or the bank and the corporation or the liability of the contractor to the corporation, and notwithstanding the existence of any instructions or purported instructions by the

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contractor or any other person to the bank not to pay or for any cause withhold or defer payment to the corporation under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the bank shall be liable to make payment to the corporation in terms hereof.

- xii) This undertaking shall not be affected by any change in our constitution or that of the contractor or the corporation or any irregularity in the exercise of borrowing powers by or on behalf of the contractor.
- xiii) This undertaking shall be valid for all claims/ demands made by the corporation to or upon us up to the midnight of _____, 20____ provided that the bank shall upon the written request of the corporation extend this guarantee by a further period of six months.
- xiv) The bank both hereby declare that Shri _____ who is the _____ (designation) of the bank is authorized to sign this undertaking on behalf of the bank and to bind the bank thereby.


Yours faithfully,

For _____

Name _____

Designation _____

Date-----


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ANNEXURE - O

INDEMNITY BOND FOR LOST DEPOSIT RECEIPT

Tender No. _____

WHEREAS DEPOSIT RECEIPT NO. _____ dated _____ for Rs. _____ issued by Indian Oil Corporation Limited in favour of the undersigned as Earnest Money Deposit for due fulfillment of our obligations under the Tender No. _____ in respect of _____ has been mislaid or lost by us and the same is not traceable in spite of due and diligent search made by us for the same AND WHEREAS Indian Oil Corporation Limited have at our request and entirety agreed to refund to us the amount covered by the said DEPOSIT RECEIPT on our executing these presents in the manner hereinafter appearing NOW KNOW YE AND THESE PRESENTS WITNESS that we, the undersigned (name and address) _____ for ourselves and our heirs executors and administrators and our successors and assigns do hereby agree covenant and undertake to Indian Oil Corporation Limited and its successors and assigns to fully and effectually indemnify and keep Indian Oil Corporation Limited and its, successors and assigns fully and effectually indemnified against all claims ,actions, demand, losses and damages and costs, charges and expenses respectively that they and / or their successors and assigns might suffer and be put to by reason of refunding to us the under signed the sum covered by the said DEPOSIT RECEIPT and we our heirs executors and administrators and our successors and assigns hereby record having agreed to reimburse Indian Oil Corporation Ltd., the amount of all claims, losses, damages, costs, charges and expenses suffered by them in the premises aforesaid.

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IN WITNESS WHEREOF we the undersigned have hereunto set and subscribe
our signature this day of and year

Signature of the Executors

Witness :

1) Name & Address :

2) Name & Address :

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ANNEXURE - P

MODEL FORMAT FOR PERFORMANCE REPORT OF CONTRACTORS

TO WHOM SO IT MAY CONCERN

- a) Name of the Contractor :
- b) Description of the Work :
- c) Job Value :
- d) Job Commencement (date) :
- e) Job Completion (date) :
- f) Delays
 - i) Due to Contractor's fault :
 - ii) Due to Sub-standard work :
 - iii) Any other reasons :


NAME & DESIGNATION OF OFFICER INCHARGE

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ANNEXURE – Q

BREAK-UP OF PERCENTAGE PROGRESS FOR REPORTING SYSTEM

BREAKUP OF WEIGHTAGES FOR CONSTRUCTION ACTIVITIES FOR DEPOT/TERMINAL CONSTRUCTION		
TOTAL ALLOCATION = 70%		
SN	ITEM	WEIGHTAGE (%)
A	TANKAGES – 15%	
1	FOUNDATION	2
2	BOTTOM LAYING	2
3	SHELL ERECTION	5
4	ROOF ERECTION	2
5	STRUCTURES & APPURTENANCES	2
6	HYDROTESTING & PAINTING	2
TOTAL		15
B	CIVIL WORKS – 17%	
1	COMPOUND WALL	2
2	ADMN. BLDG.	2
3	AMENITY BLOCK	1
4	TLF	2
5	PLANT BLDGS.	2
6	ROADS	1
7	RCC DRIVEWAY	2
8	DRAINS	1
9	LAND DEVELOPMENT	2
10	OTHER NON PLANT BLDGS.	2
TOTAL		17


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BREAKUP OF CONSTRUCTION PROGRESS FOR DEPOT / TERMINAL CONSTRUCTION		
SN	ITEM	WEIGHTAGE (%)
C	PIPELINE WORK – 15%	
1	SIDING UPTO PH	3
2	PH TO TANKS	2
3	TANKS TO PH TO TLF	2
4	PUMP INSTALLATION	1
5	PUMP HOUSE MANIFOLD	1
6	P/L TESTING & PAINTING	2
7	HYDRANT P/L	2
8	HYDRANT PH & MANIFOLD	2
	TOTAL	15
SN	ITEM	WEIGHTAGE (%)
D	ELECTRIFICATION WORK – 7%	
1	S/I OF TRANSFORMER	1.0
2	S/I OF DG SET	1.0
3	S/I OF HT & METERING PANEL	1.0
4	S/I OF MCC/PCC PANELS	1.0
5	S/L OF ELECTRICAL CABLES, FLP/NFLP FITTINGS, EARTHING ETC	3.0
	TOTAL	7.0
E	AUTOMATION – 6%	
1	TANK FARM MANAGEMENT SYS.	1.0
2	TLF AUTOMATION	3.0
3	COMMUNICATION SYSTEM	1.0
4	FIRE HYDRANT AUTOMATION	1.0
	TOTAL	6.0
F	RAILWAY SIDING – 10%	
	G.TOTAL	70.0

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**HOUSING & OFFICE BUILDING PROJECTS – BREAK UP
OF WEIGHTED COMPLETION**

SN	ITEM	WEIGHTAGE%	
		OFF. BLDG.	HSG.
1	Detail Engineering	5	5
2	Tendering	5	5
3	Ordering	5	5
4	Statutory approvals	5	5
5	Civil works	40	70
6	Electrical works	10	10
7	Interior works	20	0
8	Air conditioning works	5	0
9	Elevators	5	0
	TOTAL	100	100

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WEIGHTAGE FOR DIFFERENT JOBS

ITEM	ADDL. TANKAGE JOB	PIPELINE JOB	ELECTRICAL WORKS	NEW RO CONSTR- UCTION
DETAIL ENGG./DESIGN	5	5	5	5
TENDER FOR WORKS CONTRACT	5	5	5	10
ORDER FOR WORKS CONTRACT	5	5	5	
TENDER & ORDER FOR MATL. PROCUREMENT	5	5	-	5
SITING OF MATERIAL	5	5	-	5
STATUTORY APPROVAL	5	5	5	5
CONSTRUCTION ACTIVITIES	70	70	80	70
	100	100	100	100

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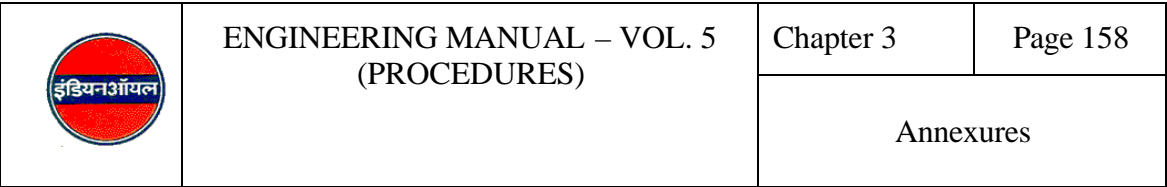
BREAK UP OF WEIGHTAGE

ADDL. TKG. PROJECT		PIPELINE JOB		ELECTRICAL WORKS	
TANKAGE	45%	PIPEING P/H TO TANKS	15%	ELECTRIFICATION OF EQUIPMENTS	25%
CIVIL WORKS	10%	PIPING TANKS TO P/ HOUSE	15%	LAYING OF CABLE	25%
PIPELINES	10%	MANIFOLD WORK/ HOOKING	15%	CONNECTION WITH POWER SUPPLY	15%
-		TESTING/ PAINTING	5%	TESTING AND CHECKING	15%
AUTOMATION / AUTOGAUGING	5%	HYDRANT PIPE LAYING	10%		
		FIXING OF MONITORS ETC	5%		
		HYDRANT TESTING / PAINTING	5%		
TOTAL : 70 %		TOTAL : 70 %		TOTAL : 80 %	
CIVIL WORKS CON-SISTS OF SOIL INVESTI-GATION, BOUNDARY WALL ROADS, ENCLO-SURE WALL ETC.					

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BREAK UP OF WEIGHTAGE NEW RO CONSTRUCTION


SN	ITEM	WEIGHTAGE%
1	BOUNDARY WALL / LAND DEVELOPMENT	10%
2	INSTALLATION OF TANK	7%
3	PIPELINE & PUMP INSTALLATION	5%
4	DRIVEWAY / CULVERT / APPROACH	14%
5	SALES BLDG	12%
6	CANOPY/ FACIA	7%
7	FALSE CEILING/ ROOFING	3%
8	ELECTRICAL WORK	5%
9	DG SET / COMPRESSOR / TUBE WELL	5%
10	SIGNAGE/ HOARDING	1%
11	LAND SCAPING	1%
	TOTAL	70%



ANNEXURE - R

MODEL FORM FOR MEASUREMENT BOOK

[illegible]

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TEST CHECK STATEMENT


Name of the Contractor :

Name of Works :

Work Order Ref. & Date :

Item No.	Brief Description Of Item	Ref. Of Bill / M.B.	Gross Amount of Work Executed Upto This Bill	Gross Amount of Test Check Exercised Upto This Bill	Name and Signature of Inspecting Official	Signature of Site Incharge	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

[illegible]

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PART RATE STATEMENT

Name of the Contractor :

Name of Works :

Work Order Ref. & Date :

Item No.	Brief Description of Item	Full Rate	Part Rate in Previous Bill	Part Rate in This Bill	Remarks / Reasons & Deficiencies in the Work for allowing Part Rate	Signature of Contractor	Signature of Site In-charge	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)




CEMENT REGISTER

Name of the Contractor :

Name of Works :

Work Order Ref. & Date :[illegible]

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ANNEXURE-T

WORK PERMIT FOR ELECTRICAL WORKS

INDIAN OIL CORPORATION LTD.
(NAME OF LOCATION)

SR.NO. (TO BE PRINTED)

REQUISITION


DATE	TIME
NAME	DESIGNATION

EQUIPMENT / LINE TO BE ISOLATED -----

TENTATIVE DURATION OF WORK -----

REMARKS , IF ANY -----

Signature of WORK – IN - CHARGE

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CLEARANCE CERTIFICATE

DATE

TIME

NAME


DESIGNATION

CLEARANCE IS GIVEN FOR EQUIPMENT / LINE -----

THE EQUIPMENT / LINE IS FULLY ISOLATED AND SAFE TO WORK FOR
(SPECIFY NATURE OF WORK) -----

CHECK POINTS (Tick against the isolations which are done and strike the balance)

- | | |
|-------------------------------------------------------|----------|
| 1. THE BREAKER IS ISOLATED AND REMOVED | YES / NO |
| 2. POWER FUSES ARE REMOVED | YES / NO |
| 3. CONTROL FUSES ARE REMOVED | YES / NO |
| 4. ALL POSSIBLE BACK FEEDING SUPPLIES ARE DISCONNECTE | YES / NO |
| 5. PROPER EARTHING DONE | YES / NO |
| 6. DANGER AND CAUTION BOARDS PLACED | YES / NO |

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NOTE :

WORK – IN – CHARGE TO ENSURE THAT ONLY AUTHORISED PERSONS WILL BE PLACED FOR THE JOBS. ALL THE PERSONAL PROTECTIVE GADGETS WILL BE MADE AVAILABLE TO THE PERSONS ON THE JOB.

ANY OTHER SPECIFIC ISOLATION (*SPECIFY*) -----

SIGNATURE OF ISSUING AUTHORITY

RETURN OF CLEARANCE CERTIFICATE

I DECLARE THAT THE MAINTENANCE WORK ON THE EQUIPMENT /


LINE -----

IS COMPLETED . ALL PERSONS AND MATERIAL, TEMPORARY CONNECTIONS AND EARTHING ETC. HAVE BEEN REMOVED AND EQUIPMENT / LINE CAN BE CHARGED. AFTER NORMALISING ALL SAFETY MEASURES TAKEN DURING ISOLATION.

DATE

TIME

SIGNATURE OF WORK – IN - CHARGE

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CANCELLATION AND CHARGING

ON CHECKING / TESTING THE EQUIPMENT / LINE :


WAS FOUND SAFE FOR READY CHARGING. THE EQUIPMENT / LINE

HAS BEEN CHARGED AFTER NORMALISING ALL ISOLATION MEASURES
AT _____ HRS. ON _____ OR WAS NOT FOUND
SAFE AND READY FOR CHARGING (*SPECIFY REASONS*)

SIGNATURE OF ISSUING AUTHORITY

GENERAL INSTRUCTIONS :

1. THE PERMIT SHOULD BE PREPARED IN DUPLICATE BY THE ISSUING AUTHORITY. AFTER THE WORK IS COMPLETED , THE ORIGINAL SHOULD BE RETURNED TO THE ISSUING AUTHORITY FOR CANCELLATION.
2. CHECK POINTS GIVEN IN THE ' CLEARNCE CERTIFICATE' SHOULD BE PROPERLY TICKED. WHICHEVER POINT IS NOT APPLICABLE OR NOT NECESSARY SHOULD BE STRUCK OFF.
3. ISSUING AUTHORITY MUST ENSURE ALL GENERAL AND SPECIAL PRECAUTIONS FOR EACH CASE. SIMILARLY, WORK—IN –CHARGE MUST IMPLEMENT ALL SUCH SAFETY PRECAUTIONS / ACTIONS AS PRESCRIBED IN THE PERMIT.
4. SEPARATE PERMIT WILL BE ISSUED FOR SEPARATE EQUIPMENT / LINE . IN NO CASE COMBINED PERMIT WILL BE ISSUED .

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ANNEXURE-U

PERFORMANCE EVALUATION OF EMPANELLED CONTRACTORS

Contractor Name : _____ Contractor Code : _____

No : _____ Date : _____ Amount : Rs. _____ Compln. period : _____

Location : _____ Report after _____ compln. Period

Description of W.O. : _____


Date of start : _____ Schedule date of completion. : _____

Physical progress of work : _____%


Bills raised since start of work : Rs. _____

Bills raised during the Financial year : Rs. _____

Mobilisation of sufficient manpower, equipment etc. to commence the work	Within time	0 to 15 days delays	15 to 30 days delays	Beyond 30 days delays
	10	6	4	2
Progress of work commensurate with elapsed completion time (including extensions)	100% of Tgt.	80-99% Tgt. Progress	50 – 79% Tgt. Progress	Below 50% of Tgt. progress
	20	16	8	4

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Delay in completion on contractor account beyond schedule completion time which includes extension if any granted.	In time	Upto 20% of completion period	Delay 21-50% of completion period	Above 50% of completion period
	20	16	8	4
Organisational capacity during execution on planning, manpower, machinery etc.		Good	Adequate	Poor
		6	3.6	3
Finance availability at site		Good	Adequate	Poor
		20	12	6
Cooperation with Site Engineer		Good	Adequate	Poor
		10	6	5
Timely positioning of construction material		Good	Adequate	Poor
		8	4.8	4
Good will with Vendors		Good	Adequate	Poor
		4	2.4	2
Good will with Sub contractors		Good	Adequate	Poor
		4	2.4	2

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Good will with Labourers

Good

Adequate

Poor

2

1.2

1

Rejection / failure rates (quality)

None

Occasional

Frequent

10

6

2

Compliance of safety and
statutory requirements

Full precaution
at his own

Precautions in
critical areas at
his
own

Takes
precaution on
insistence

6

3.6

3

SITE INCHARGE


SIGNATURE

NAME : _____


DESIGNATION : _____

DATE : _____

1. The above Format to be filled for all work orders amounting to Rs. 10 Lacs and above.
2. Separate format to be filled for each work order.
3. Format to be filled as per below mentioned schedule :
 - a) First report after 20% of completion time elapsed from scheduled date of commencement.
 - b) Second report after 50% of completion time elapsed.
 - c) Third report after 75% of completion time elapsed.
 - d) Fourth and final report after completion of work.

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- e) In case completion period is upto 6 months only then 2 reports, one at 50% and 2nd after completion.
 - f) In case completion period is beyond 6 months, periodicity may be fixed by controlling Regional Office subject to maximum of 4 reports.
4. Whenever there are more than one work order for any contractor, performance index will be average of all the work orders.
5. Performance analysis :
 - 5.1 Figures given within the boxes reflect the maximum weightage assigned for the corresponding activity. Based on actual performance weightages shall be assigned for each activity.
 - 5.2 Any contractor whose performance index as per the format and weightages given above records below 40, the contractor shall not be considered for issue of tender enquiries.
 - 5.3 The contractors with performance index between 40-60 should only be considered when their performance index improves above 60 on existing works in hand. This is based on the performance index score recorded for all the works in hand & taking average of the same for consideration.
 - 5.4 The contractors whose performance index at any time falls below 40 or remains between 40-50 for a continuous period of 6 months to be recommended for holiday listing/ removal from panel during the annual review of empanelled contractors.

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ANNEXURE-V

PROFORMA OF SHOW CAUSE NOTICE

No :

Date :

To

Ms. _____

Attn : shri _____

Sub : Show Cause Notice

Ref : (Name of Job)

Dear Sir,

You are hereby required to show cause in writing within 15 days from the date hereof why you be not placed on the “ Holiday List” and be debarred from entering into any contracts with Indian Oil Corporation Ltd./ be not de-listed from the list of approved Vendors/ Contractors of Indian Oil Corporation Ltd. For the following reasons :

(Give Reasons)


Your reply (if any) should be supported by all documents and documentary evidence which you wish to rely in support of your reply.

Should you fail to reply to this Shaw Cause Notice within the time and manner aforesaid, it will be presumed that you have nothing to say, and we shall proceed accordingly.

Your reply, if any, and the documents / documentary evidence given in support shall be taken into consideration prior to arriving at a decision.

Yours faithfully,

For & On behalf of Indian Oil Corporation Ltd.

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ANNEXURE-W

PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

In the case of 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 given particulars of blacklisting or holiday listing, and in absence thereof state “ NIL”).

In the case of a Partnership Firm :


We hereby declare that neither we, M/s. _____, submitting the accompanying Bid / Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor 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 given particulars of blacklisting or holiday listing and in the absence thereof state “ NIL”)

In the case of Company :

We hereby declare that we have not been placed on any holiday list or black list declared by Indian Oil corporation Ltd. Or its Administrative Ministry, except as indicated below :

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

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It is understood that if this declaration is found to be false in any particular, Indian Oil Corporation Ltd. Or its Administrative Ministry, shall have the right to reject my/ our bid, and if the bid has resulted in a contract, the contract is liable to be terminated.

Place :

Signature of Bidder _____

Date :

Name of Signatory _____

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ANNEXURE-X

PROFORMA OF INTIMATION OF PLACEMENT OF A PARTY FOR HOLIDAY LIST

No :

Date :

To

Ms. _____

Attn : shri _____

**Sub : Holiday Listing/ De-listing of Vendors/ Contractors –
Intimation of Placement on Holiday List.**

Dear Sir,


This is further to our Show Cause Notice to you dated _____

In spite of the opportunity given to you, you have failed to show cause as required * / Your reply to the Show Cause Notice * (and the documents and documentary evidence submitted in support of your reply) has/ have been duly considered.

After considering the allegations made in the Show Cause Notice/ Your reply to the Show Cause Notice * (and documents and documentary evidence furnished in support thereof), it has been decided that you be placed on Holiday List and debarred from entering into any contracts with Indian Oil Corporation Ltd./ * be removed from the list of approved vendors/ contractors for a period of ____ years effective from the date hereof.

Yours faithfully,

* Strike out if not applicable

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PROFORMA FOR WORKS CONTRACT

ANNEXURE Y

Sub: _____

Agreement No. _____

Work order No. _____

Dated _____

ARTICLES OF AGREEMENT made at _____ this _____ day of 19 ____ . Between INDIAN OIL CORPORATION LIMITED a company incorporated under the Companies Act 1 of 1956 and having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), MUMBAI- 400 051, (hereinafter called "the Corporation"(which expression shall include its successors and assigns in law) of the part & M/s

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

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

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


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

Work

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

Security Deposit

2. The Contractors shall on or before the execution of this Agreement deposit

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

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


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

5. The Contractors agree and undertake to duly perform and execute and complete the said work set forth in the Work Order No dated the and the subsequent amendments, if any, issued from time to time thereto in the manner authorised by and under the General Conditions of Contract. The said work shall through out the stipulated period of the Contract be proceeded with all due diligence, promptness, care and accuracy and in a workman-like manner to the satisfaction of the Corporation and would be completed in accordance with the said specifications, designs, drawings, bills of quantities and instructions on or before the due date mentioned in the said Work Order, time being the essence of the Contract on the part of the Contractors. Acquiescence or 'No objection of

**Application of
Security Deposit
towards
Corporation's Dues**

**Payment for
Work done**


**Manner and period
in which the work is
to be carried out**

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the Corporation to the completion of any portion of the work beyond the stipulated due date shall be without prejudice to the rights of the Corporation to enforce its rights and remedies available under this Agreement and the General Conditions of Contract regarding forfeiture, damages penalty or otherwise and shall not constitute a waiver of the Corporation's rights in that behalf.

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

Compensation for delay for unfinished work

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under Clause 30 of the General Conditions of the Contract.

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

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

Supervision of work

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


Inspection of work

9. (a) It is specifically and distinctly understood and agreed to between the Corporation and the Contractors that the Contractors shall have no right, title or interest in the site made available by the Corporation for execution of the works or in the building structures or works executed on the said site by the Contractors or in the goods, articles, materials, etc. brought on the said site (unless the same specifically belongs to the Contractors) and the Contractors shall not have or deemed to have any lien whatsoever charge for unpaid bills nor will be entitled to assume or retain possession or control of the site or structures and the Corporation shall have in absolute and unfettered right to take full possession of the site and to remove the Contractors their servants, agents and materials belonging to the Contractors and lying on the site.

Contractors not to have any lien or interest in the site

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

(c) The materials including sand, gravel stone, loose earth, rock treasures or

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

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


Measurement of work

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

Provisional payment

12. The Final Measurement Certificate/Bill shall be prepared by the representative of the Corporation and Contractors within one month from the date of completion of the work subject to the claim of the Corporation against the Contractors for compensation of liquidated damages or otherwise as provided in the said Works Order, this Agreement and the general conditions of contract Measurement Certificates prepared by the site Engineer or by a person authorised by **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** will not be taken as final unless the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** or his representative on his behalf approves such Measurement Certificates-The **Dy. G.M.(Project)** or his representative's Certificate of measurement and the total amount payable by the Corporation shall be final and binding on the

Final Payment

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Contractors and the payment and receipt of the Contractors shall absolutely discharge the Corporation from all claims of the Contractors there shall be any dispute for the item or items of work then the Corporation shall be entitled to withhold the entire balance payment and the Contractors shall submit a list of the disputed items before the final Measurement Certificate is prepared and signed by the Contractors, and if he fails to do so his claims shall be deemed to have been fully waived and absolutely extinguished in respect of such disputed items.

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

Bills to be in the Corporation's prescribed printed forms

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

Liability for payment of taxes, duties etc.

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


Contractors not to be related to Corporation's officials.

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

Ex-officials of Corporation not to work as Corporation's contractors after retirement

17. All disputes or differences of any kind whatever arising out of or in connection with the contract, whether during the progress of the work or after its completion and whether before or after the determination of the contract, shall be referred by the Contractors to the Corporation and the Corporation shall within reasonable time after their presentation make and notify decisions thereon in writing. The decisions, directions and certificates with respect to any matters, decision of which is specially provided for by these conditions given

Settlement of disputes and scope of arbitration

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and made by the Corporation or by the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** on behalf of the Corporation, which matters, are referred to hereinafter as Excepted Matters, shall be final and binding upon the Contractors and shall not be set aside or attempted to be set aside on account of any informality, omission, delay or error in proceeding in or about the same or on any other ground or for any other reason and shall be without appeal.

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

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

18. Except in respect of "Excepted Matters" referred to in clause 17 hereof, all questions, issues, disputes and differences between the Corporation and the Contractors (whether relating to the Contractors' claim against the Corporation or vice versa relating to any clause or provision of this contract including those relating to General Conditions and special conditions as provided in work order) or any interpretation thereof or the right or liability of any party or as to any act or omission etc. of either party whether arising during the course of the work or after the completion or abandonment thereof, its termination, expiry or otherwise howsoever relating to the said work order and this contract, shall be referred by any aggrieved party to the contract which term will include the Corporation to the sole arbitration of the Director (Marketing) of the Corporation. If such Director (Marketing) is unable or unwilling to act as the sole arbitrator, the matter shall be referred to the sole arbitration of some other officer designated by such Director (Marketing) in his place, who is willing to act as such sole arbitrator. It is known to the parties herein that the arbitrator appointed hereunder is an employee of the Corporation and he is a shareholder of the Corporation. The arbitrator to whom the matter is originally referred, whether the Director (Marketing) the employee or officer or Government servant on deputation, as the case may be. on his being transferred or vacating his office or being unable to act. for any reason, the Director (Marketing) shall designate any other person to act as arbitrator in accordance with the terms of the contract and such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. It is also the term of this contract that no person other than the Director (Marketing) or the person designated by the Director (Marketing) as aforesaid should act as arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all the parties to the contract and provisions of the Arbitration and Conciliation

Procedure for arbitration

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Act, 1996 or any statutory modification or re-enactment thereof and the Rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

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

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

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

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

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


The arbitrator shall be entitled to direct any one of the parties to pay the costs of the other party in such manner and to such extent as the arbitrator may in his discretion determine and shall also be entitled to require one or both parties to

deposit funds in such proportion to meet the arbitrators expenses whenever called of the parties.

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

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

**Agreement to be
subject to the
Corporation's
General of
conditions of
contract and special**

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**condition if any of
the works order.**

Signed this the day of 19
.....

at

(Signature of Contractor)


Signature of (Corporation)

Witness

Witness

Witness

Witness

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ANNXURE Z

GENERAL CONDITIONS OF WORKS CONTRACT

1. (i) The 'Contract' means the documents forming the tender and acceptance thereof the Works Order issued by the Corporation and the formal agreement executed between the Corporation and the contractors together with the documents referred to therein including these conditions, the book of specification, designs, special terms and conditions, drawings, correspondence and instructions, issued from time to time by the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** or his authorised representative and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

Definition

(ii) In the contract the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:


(a) The expression 'works' or 'work' shall unless be something either in the subject or context repugnant to such construction be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.

(b) The 'Site' shall mean the land and/or other place on, into or through which work is to be executed under the contract for any adjacent land path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying cut the contract.

(c) The 'Contractors' shall mean the individual or firm company, whether incorporated not, undertaking the works and shall include the legal personal representatives of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assigns of such individual or firm or firms or company.

(d) "Corporation" means the Indian Oil corporation Limited and its successors and assigns.

(e) **"GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** means the Manager in charge of the Engineering Department at the Head Office of the Marketing Division of the Corporation (or wherever applicable include the head of the controlling Office of the Corporation which has awarded the contract).

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2. In the event of there being any discrepancy, ambiguity or omission or any error or difference of opinion regarding the interpretation or granting of any specifications designs, drawings description or instructions relating to the works to be executed the decision of the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** hereon shall be final and binding on the contractors and the contractors shall not be entitled to claim any additional or extra payment or claim any other benefit or advantage for the same.

Corporation's decision regarding interpretation of drawing etc. to be final

3. In any case in which any of the power conferred upon the Corporation shall have become exercisable and the same shall not have been exercised, the non-exercisable portion thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding the same be exercisable in the event of future case of default by the contractors and the liabilities of the contractors shall remain unaffected thereby.

Liability of Contractor


4. On completion of the works, the contractors shall be issued the Final Measurement Certificate by the authorised representative of the Corporation, but no such certificate shall be given nor shall the works be considered to be completed until the Contractors shall have removed from the premises in which the work shall have been executed all scaffoldings surplus materials and rubbish and shall have cleaned off all dirt from such works or other parts of any buildings in or upon which the work has been executed.

Completion of works

If the contractors shall fail to comply with the requirements of this clause as to removal of scaffolding surplus materials and rubbish and cleaning off dirt on or before the date fixed for the completion of the works, the Corporation may at the expense of the Contractors remove such scaffoldings, surplus materials and rubbish and dispose of the same as he thinks fit and clean off such dirt as aforesaid, and the contractors shall forthwith pay the amount of all expenses so incurred and shall have no claim in respect of any such scaffolding or surplus materials as aforesaid except, for any sum actually realised by the sale thereof.

5. If the contractors shall desire an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground he shall apply in writing to the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** within 30 days of the date of hindrance on account of which he desires such extensions as aforesaid and the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** shall if in his opinion (which shall be final) finds reasonable ground authorise

Extension of time

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such extension of times; if any as may, in his opinion, be necessary or proper. Any extension of time even if granted shall be without prejudice to corporation's right to recover loss or damages suffered from delay in the execution of the work and shall not be deemed to constitute as a waiver thereof. Any application for extension of time made by the contractor after (he expiry of due date for completion of the work as per terms of contract and the work order shall not be entertained or be deemed to be valid.

6. In case the Corporation chooses to provide materials and machinery and stores to the contractors, it shall be at the price plus overheads and the Contractors agree to pay to the Corporation the cost of such materials, machinery and stores supplied by the Corporation to the contractors at such cost price plus overheads. The amount so paid by the Contractors to the Corporation for such supplies shall be adjusted set off or deducted from any sums then due or thereafter to become due to the Contractors under this contract or otherwise against or from the security deposit.11 is hereby specifically agreed that till such time as the Contractors pay to the Corporation the cost of such materials, machinery and stores, such materials, machinery and stores supplied to the Contractors shall be the absolute property of the Corporation and shall on no account be removed from the site of the workday such materials unused and if in perfect condition at the time of the completion or determination of the contract shall be returned to the Corporation if required to be done by notice in writing from the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** against refund of price charged thereof less depreciation at rates provided in Income Tax Act.


**Materials to be supplied
by the Corporation**

Note: - 1. Materials, machinery and stores, will normally be supplied only if the specification or the estimate provides for such supply.

Note: - 2. The Contractors shall however not be entitled to return any such materials except with the prior consent in writing, of the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** and shall have no claim for compensation on account of any such materials so supplied to him as aforesaid not being used by him or for any wastage in or damage to any such materials.

7. The Contractors shall supply at their own cost materials (except such special materials, is any, as may in accordance with the Contract be supplied by the Corporation), plant, tools, appliances, implements, ladders, cordage, tackle, scaffoldings and temporary works requisite or proper for the proper execution of the work, whether original, altered or substituted and whether included in

**Contractors to supply
plant, ladders scaffolding
etc.**


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the specification or other documents forming part of the Contract to referred or in these condition or not or which may be necessary for the purpose of satisfying or complying with the requirements of the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD**as to any matter as to which under the coalitions he is entitled to be satisfied, or which he is entitled to require together with the carriage therefore to and from the work. The Contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** at the expense of the Contractors and the expenses of so providing the same may be deducted from any money due to the Contractors under the Contract or from their Security Deposit or the proceeds of sale thereof or of a sufficient portion thereof.

8. (a) The Contractors shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and in every other respect in strict accordance with the specifications. The Contractors shall also conform exactly, fully and faithfully, to the designs, drawings and instructions in writing relating to the works signed by the **GM(PROJ)** or his Deputy. The Corporation shall have overriding power to make any alterations in or additions to the original specifications, drawings, designs and instructions that may appear to the Corporation to be necessary or advisable at any stage of work until final payments are made and the Contractors shall be bound to carry out the work in accordance with any instruction in this connection which may be given to them in writing signed by the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD**and such alterations shall not invalidate the contract. Any additional work which the Contractors may be directed to do in the manner above specified as the part of the original work shall be carried out by the Contractors on the same basis in all respects on which they have agreed to do the main work at the same rates as are specified in the Work Order for the main work provided that if any additional or altered work includes any class of work for which no rate is specified in this contract then such class of work shall be carried out at the rate mutually agreed upon between the Corporation and the Contractors having regard to the nature of the said work and the rates of the main work. The Contractors shall, however, have no claim or compensation by reason of any alterations having been made in the original specifications etc that may entail any curtailment of the work as originally contemplated.

Execution of additional works

If the rates for additional, altered or substituted work are not specifically provided in the Work Order, then the rates will be, to the extent possible, derived from the rates for a similar class of work if specified in the Work Order, or, in the absence of any

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specification, the rates for such part or parts will be determined by the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** on the basis of the Present market rates for procuring the item of work, labour charges involved for execution and such margin for the Contractors profits as in the decision of the GM(PROJ)/GM (ENGG)/STATE ENGG HEAD shall be reasonable and the decision of the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** shall be final and binding on the Contractors. The Contractor shall however not carry any such additional altered or substituted work without the specific written order and direction from the controlling Office of the Corporation, which has issued the works order and if the contractor undertakes any such work, the Corporation will not be bound or liable to make payment for the same which shall be entirely at the risk and the account of the contractor.

10. The Contractors shall carry out and complete the work in accordance with this Contract and the directions, in every respect to the entire satisfaction of the Corporation. If the Contractors shall find any discrepancy in or divergence between the contract, drawings and /or bills of quantities, they shall immediately refer the same in writing to the Corporation and specially apply in writing for any necessary instructions from the Corporation in relation thereto. The **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** or on behalf of the Corporation may in his absolute discretion and from time to time issue further drawings, details and /or written instructions, written directions and written explanations in regards to any such matters including variation or modification of the design, quality or quantity of the work, omission or substitution of any work, any discrepancy or divergence as aforesaid, removal from the site of any material brought thereon by the contractors, substitution of any material therefor, removal and/or re-execution of any work, opening up for inspection of any work and amending or making good any difficulties.

Work to be done to the satisfaction of the Corporation

11. If at any time before the security deposit is refunded to the Contractors it shall appear to the Corporation that any work has been executed with unsound, improper unskilled workmanship or with materials of inferior quality or not otherwise in accordance with the contract, it shall be lawful for the Corporation to intimate this fact in writing to the Contractors either in the site order book or by letter and thereupon the Contractors shall be bound forthwith to rectify or remove and reconstruct the work so specified in whole or in part and provide with proper and suitable materials at their own charge and cost to the entire satisfaction of **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** or his authorised representative. In the event of the Contractors failing to do so

Defective Works/materials

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within a period to be specified by the Corporation in the aforesaid written intimation the contractors shall be liable to pay compensation at the rate of one percent per day, not exceeding 10 %, of the value of the whole Works Order. In the case of any such failure the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** or his authorised representative may rectify or remove and re-execute the work or remove and replace with others the materials or articles complained of, as the case may be at the risk and expense in all respects of the Contractors.. A work or material approved by the Site Engineer or an inspecting authority is no final and I can be rejected by an officer of the Project Department Superior to the Supervising or inspecting' authority. The Corporation may, at the discretion of **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** in case of inferior work or materials as described above accept the same at such reduced rates as the Corporation may' fix thereof. The **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD**'s decision in this respect shall be final and binding on the'-Contractors.

12. The Contractors shall on being so directed by the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** postpone any work to be executed under this Contract and/or suspend further progress of all or any part of the work and shall not resume execution of the same until they receive written orders from the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** to proceed. The Contractors shall not be entitled to claim any payment from the Corporation for damage arising from the postponement or suspension of such work. If however, such postponement or suspension is more than six months, the contractors may require the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** either to give permission to proceed with the work or to treat the contract as cancelled in respect of the unexecuted portion of the work and the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** shall within 7 days there from issue necessary instructions to the contractors, but in either of the events the Contractors shall not have any claim for damage, compensation or otherwise against the Corporation.

Corporation not to be liable for temporary suspension in works

13. The Contractors shall give at least 10 days notice in writing to the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** and his authorised site representative before covering or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof taken before the said work is so covered or placed beyond the reach of measurement. Without such notice having been given or consent obtained, the same shall be uncovered at the Contractors expense, for taking such measurements and dimensions. In default thereof

Measurement of work to be covered

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the Corporation shall not make any payment or allowance for such work for the materials with which the same is executed.


14. All work to be done under this Contract shall be in accordance with the standard measures and forms and practice prevailing in similar contracts. If however, there is any dispute or difference in the manner or method or method or measurement or the interpretation of such practice, the decision to the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** shall be final and binding on the Contractors. Under no circumstances shall the Contractors be entitled to claim enhanced rates on any items under this Contract unless previously agreed to by the Corporation in writing. It is further agreed that any change in the specifications, designs, etc. can be done only by the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** or his authorised representative so nominated in writing and the Corporation shall not be liable for any variations in the Contract unless expressly authorised in the manner aforesaid.

Measurement / assessment of work

15. For a period of 12 months after the work has been completed (the date of completion shall be one as recorded in final Measurement Certificate) the Contractors shall maintain and uphold the same an efficient condition and shall be bound to remedy any omission or defects discovered or appearing in the work during such time and as directed by **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** or his Deputy. The security deposit will be released to the Contractors only after the expiry of the aforesaid period and subject to it being ascertained that there is no defective work or material requiring repairs or maintenance under any of the conditions herein provided that at the option of the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** the Corporation will be entitled to utilise such portion of the retention money (Security Deposit) as aforesaid for the purpose of carrying out the repairs and maintenance at the risk and account of the Contractors and pay over the surplus, if any, thereof to the Contractors. However, if the Security Deposit falls short, the Corporation reserves the right to recover the extent of such deposit from any bills that may be pending with the Corporation whether against this contract or any other contract or work order.

Contractors to maintain the work for 12 months

If the Contractors or their work people or servants shall break, deface, injure or destroy any part of the building in which they may be working or any buildings, road, kerbs, fence, enclosure, water pipes, cables, drains, electric or telephone posts or wires, trees, grass or grassland or cultivated ground contiguous to the premises on which the work or any part of it is being executed or if any damage shall happen to the work, while in progress, from any cause whatsoever, or any imperfections become apparent in it

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within six months after completion date of entire works covered by the work order as indicated in the Final Measurement Certificate, the Contractors shall make the same good at their own expense or, in default the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** may cause to be made good through alternative means and deduct the expense (of which the certificate of the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** shall be final and binding with the Contractors) from any sums that may be then or at any time thereafter may become due to the Contractors or from their security deposit or the proceeds of sale thereof or of a sufficient portion thereof. The Security Deposit of the Contractors shall not be refunded before the expiry of six months from the completion date indicated in the Final Measurement Certificate duly approved by the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** or his Deputy.


16. The Contractors shall take all measures for prevention of fire to the proposed works and any buildings or other structures adjacent thereto. The Contractors shall ensure that they or their workmen or representatives shall not smoke or carry matches inside the Corporation's Petroleum Installation and works and should any injury irrespective of whether it results death or not or damage to any property occur as a result of smoking or matches being carried, the Contractors shall be held responsible for the consequences thereof. If as a result of any fire the work under construction is in any event lost, damaged or destroyed then irrespective of 'whether the Corporation may have made payment of running bills or any other advance or adhoc payment in respect of the said work or not, the Contractors shall be bound to reinstate the work so lost, destroyed or damaged to the maximum extent as prevailing before such fire and the Contractors will not be entitled to claim or be paid any compensation, reimbursement or further amount by reason of such reinstatement.

Prevention of fire

In such cases where the Corporation thinks necessary the Contractors will be required to take out a proper and effective insurance policy from any reputable scheduled Insurance Company approved by the Corporation fully insuring against fire or other risk as indicated by the Corporation the work in progress at the site and the benefit of any such insurance policy shall be assigned in favour of the Corporation and such assignment shall be duly registered with the said Insurance Company. The Contractors agree that the insurance moneys payable under such insurance policy shall be utilised in conjunction with the Corporation for reinstating the work affected by such fire or other risk.

17. This contract shall not be assigned or transferred or sublet in

Transfer or assignment of

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any manner whatsoever without the previous written approval of the Corporation. If the Contractors shall assign or transfer or sublet or attempt to do so, the Corporation may by notice in writing rescind the contract and in that event the security deposit of the Contractors shall stand forfeited and be absolutely at the disposal of the Corporation and the same consequences shall ensue as if this contract had been rescinded under clause 2 hereof and in addition thereto the Contractor shall not be entitled to recover or to be paid for any work therefore performed under this contract.


contract

18. If the Contractors become insolvent or commence any insolvency proceedings or make any composition with their creditors or attempt to do so or if any bribe, gratuity, gift, loan perquisite, reward or advantage whether pecuniary or otherwise, shall either directly or indirectly be given, promised or offered by the Contractors or any of their servants or agents to any officer or person in the employment of the Corporation in any way relating to his officer or employment or if any such officer or person shall become in any way directly or indirectly interested in the contract, the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** on behalf of the Chairman shall have the power to adopt any of the courses specified in clause 30 shown as he may deem best suited to the interests of the Corporation and in the event of any of these courses being adopted the consequences specified in the said clause 30 shall ensue.

Insolvency attempt to bribe etc.

19. Where the Contractors are a partnership firm, the previous approval in Writing of the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** shall be obtained before any change is made in the constitution of the firm. Where the Contractor is an individual or a Hindu undivided family business concern, such an approval as aforesaid shall likewise be obtained before the Contractor enters into any partnership agreement where under the partnership firm would have the right to carry out the work hereby undertaken by the Contractors. If previous approval as aforesaid is not obtained the contract shall be deemed to have been assigned or contravention of Clause 17 hereof and the same action may be taken and the same consequences shall ensue as provided in the said Clause 17. The Contractors shall hand over to the Corporation a certified true copy of the Deed of Partnership, which has entered into the contract with the Corporation as evidence of the names of the partners and of their shares in the said partnership. In the event of the Contractors being a joint Hindu family business concerns the contractor shall also hand over the full name addresses and ages of the copartners or members concerned and duly satisfy the Corporation that such joint Hindu Family has authority and power in law to enter into the said contract. These documents and particulars aforesaid shall be handed over by the Contractors to the Corporation along with the quotations and offer placed by the contractors in response to the notice inviting tenders.

Change in Constitution

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21. The Contractors shall be responsible for and pay any compensation to their workmen payable under the Workmen's Compensation Act, 1923 and 1933 and amendments thereto/for injuries caused to the workmen. The Contractors shall be responsible for and pay the expenses for providing medical treatment to any workmen who may suffer any bodily injury as a result of any accident. The Contractors shall be liable for all payments to their staff, labourers and workmen employed for the performance or carrying out of the said work and the Corporation shall in no event be liable or responsible for any payment and the Contractors shall keep the Corporation indemnified against the same and from all proceedings in respect thereof.

Workmen's compensation liability


22. In every case in which by virtue of the provisions of Section 12, sub - section (1) of the Workmen's Compensation Act, 1923 the Corporation is obliged to pay compensation to a workmen employed by the Contractors in execution of the works, the Corporation will recover from the Contractors the amount of the compensation so paid, and without prejudice to the rights of the Corporation under sub-section (2) of Section 12 of the said Act, the Corporation shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by the Corporation to the Contractors, whether under the Contract or otherwise. The Corporation shall not be bound to contest any claim made against it under sub-section (1) of Section 12 of the Said Act except on written request of the Contractors and upon their giving to the Corporation full security for all cost for which the Corporation might become liable in consequence of contesting such claim.

23. The **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** may require the Contractors to dismiss or remove from the site of the work any person or persons in the Contractors employment who in the opinion of **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** or his Deputy may be incompetent or misconduct himself for themselves and the Contractors shall forth with complies with such requirement.

24. (a) The Contractors shall pay not less than fair wage to labourers engaged by them on the work. "Fair wage" means the wages prescribed by the Central or State Public works Department for the district in which the work is done.

Labour

(b) The Contractors shall notwithstanding the provisions of any contract to the contrary, cause to be paid a fair wage to labourers

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indirectly engaged on the work including any labour engaged by their sub-contractors in connection with the said work, as if the labourers had been directly employed by them.

(c) In respect of all labour directly or indirectly employed in the work for the performance of the Contractors' part of the Contract the Contractors shall comply with or cause to be complied with the Central Public Works Department Contractor's Labour Regulations made by Government from time to time in regard to payment of wages, wage period deduction from wages, recovery of wages not paid and deduction unauthorised / made, maintenance of wage book, wage slips, Publication of scale of wages and other terms of employment, inspection and submission of periodicals returns and all other matters of a like nature.

(d) The **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** shall have the right to deduct from the moneys due to the contractors any sum required or estimated to be required for making good the loss suffered by a worker by reason of non-fulfillment of the conditions of the contract for the benefit of the work, non-payment of wages or of deductions made from the wages which are not justified by the terms of the contract or the Regulations.


(e) Under the provisions of the Minimum Wages Act, 1948 and the Minimum Wages (Central) Rules, 1950, the Contractors are bound to allow or cause to be allowed to the labourers directly or indirectly employed in the work one day's rest for six days' continuous work and pay wages at the same rates as for duty. In the event of default the **Dy. G. M. (Project)** shall have the right to deduct the same or sums not paid on account of wages for weekly holiday to any labour and pay the same to person entitled thereto from any money due to the Contractors.

(f) Vis - a - vis the Corporation the Contractors shall be solely liable for payments to be made under and for the observance of the Regulations aforesaid without prejudice to their right to claim indemnity from their sub-contractors.

(g) The Contractor shall ensure that no amount by way of commission or otherwise is deducted or recovered from the wage of the workmen employed by him and that the wages shall be paid by the contractor to the workmen directly without the intervention of any person.

(h) The Contractor shall introduce the Provident Fund Scheme to the Workmen employed by him if so required by law as envisaged by the provisions of Employees Provident Fund Act or any statutory modification and/or enactments of the said statutes and/or rules framed therein

(i) The Contractor shall duly introduce the Contributory Scheme for the employees under him if so required by law as envisaged by

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the provisions of the Employees State Insurance Act.


(j) The Contractors shall observe and implement all the laws of the land and rules framed there under which are beneficial to the workmen employed by him/them and that the Corporation shall in no event, be liable or responsible for any default that will arise out of non-observance of such law/s rules on the part of the Contractor/s and that the contractor/s shall indemnify and keep indemnified the Corporation against the same and from all proceeding in respect thereof.

(k) The Contractors shall also be solely responsible for any breach or contravention of all the Labour laws. Rules & Regulation or Bye-laws passed or made by the Central and/or State Governments and/or other authorities as may be applicable from time to time to the workmen employed by him, directly or indirectly, without prejudice to the generality of the foregoing, the concerned authorities respectively appointed under the payment of Wages Act, Shops and Establishments Act, Factories Act and the Workmen's Compensation Act, Inter-State Immigration Workmen (Regulation of Employment and Conditions of Service) Act, 1979, Contract Labour (Regulation and Abolition) Act, 1979, or any statutory modification and/or enactments of the said statutes or Rules framed there under and the Corporation shall not be responsible in any manner for any liability arising out of the non-compliance by the Contractors for the same.

(l) The **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** shall have the right at his discretion at any time and from time to time to make inspection of all the records maintained by the contractors and in this regard make such inquiries as it may deem fit for ensuring the strict compliance of the Minimum Wages Act, 1948, Payment of Wages Act, or any statutory modification and/or enactments of the said statutes or rules there under by the contractors.

(m) The Contractors shall implement various standards drawn by Indian Standards Institution (ISI) on the subject of safety of workmen at construction sites and faithfully implement the same for the benefit of the workers employed by him during the courses of performance of the contract.

(n) The Contractor/s will be liable for any loss or damage to the Corporation's employees, the contractor/s employees or to any third party resulting from fire, leakage, negligence, explosion, accident or any other cause in operating the said tank truck at the time of loading, unloading and/or during the transit and the Contractor/s shall indemnify and keep indemnified the Corporation against such loss or damage and shall pay to the Corporation such amount as the Corporation may be called upon by law to pay. The Contractor/s shall remain at all the time liable

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and responsible to the Corporation for any loss or damage caused by any carelessness, negligence, inexperience or willful fault of the contractor/s or his/their agent/s or by the respective employees of any of which the Corporation alone shall be the sole Judge. The Corporation shall be at liberty to debit any cost of repairs or loss or damage to the account of the Contractor/s.


(o) The Contractor/s shall have comprehensive Insurance Policy from an established Insurance Company for each vehicle and to keep such policy in force at all times to cover all risk of whatever nature inclusive of any damage caused by the tank truck/s to the Corporation's property. The contractor/s will produce for the perusal of the Corporation the original Insurance Policy and proof of payment of all insurance premier and charges in respect thereof as and when demanded by the Corporation.

25. In respect of all labours directly or indirectly employed in the work for the performance of the Contractors' part of this Agreement, the Contractors shall at their own expense arrange for the safety provision as per C.P.W.D. Safety Code framed from time to time and shall at their own expense provide for all facilities in connection therewith. In case the Contractors fail to make arrangements and provide necessary facilities as aforesaid, they shall be liable to pay a penalty of Rs.50/- for each default and in addition the GM(PROJ)/GM (ENGG)/STATE ENGG HEAD shall be at liberty to make arrangements and provide facilities as aforesaid and recover the cost incurred in that behalf from the Contractors. The Rules of the Safety Code to be adopted by the Contractors are set out in the Schedule 'A' attached hereto, which form part of the conditions of the Contract.

26. The Contractors shall maintain a true monthly record showing (1) the number of labourers employed by them on the work, (2) their working hours, (3) the wages paid to them, (4) the accidents that occurred during said for night showing the circumstances under which they happened and the extent of damage and injury caused to them and, (5) the number of female workers who have been allowed maternity benefit according to clause 27 and the amount paid to them which statement shall be submitted to the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** as and when required by him failing which the Contractors shall be liable to pay to the Corporation a sum not exceeding Rs.50/- for each default or materially incorrect statement. The decision of the **Dy. G. M. (Project)** shall be final in deducting from any bill due to the Contractors the amount levied as fine.

27. In respect of all labour directly or indirectly employed in the work for the performance of the contractors' part of this Agreement the Contractors shall comply with the model rules adopted by C.


**Health and sanitary
arrangement for workers**

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P.W.D including the changes and modification thereof from time to time or cause to be complied with all the rules framed by the Corporation from time to time for the protection of health and sanitary arrangements and as applicable for workers employed by the Corporation for itself and its Contractors. Model rules adopted by C. P.W.D. for health and sanitary arrangements and the broad guidelines of such rules set out in Schedule 'B' hereto shall apply and form part of the conditions of the contract as indicating broadly the outlines in respect of health and sanitary arrangements to be adopted by the contractor.

- 28. 1. Leave** (i) In case of delivery - Maternity leave not exceeding 8 weeks. 4 weeks upto and including the day of delivery and four weeks following that day. **Maternity benefits Rules for female workers employed by the contractors.**
- (ii) In case of miscarriage - Upto three weeks from the date of miscarriage.
- 2. Pay** (i) In case of delivery - leave, pay during maternity leave will be at the rate on the woman's average earning calculated on the total wages earned on the days when full time work was done during a period of three months immediately proceeding the date on which she gives notice that she expects to be confined or at the rate of 0.75 p. per day whichever is greater.
- (ii) In case of miscarriage - leave pay at the rate of average daily earnings calculated on the total wages earned on the days when full time work was done during a period of three months immediately proceeding the date of such miscarriage.
- 3. Condition for the grant of maternity leave:**
- No maternity leave benefit shall be admissible to a woman unless she has been employed for a total period of not less than six months immediately proceeding the date on which she proceeds on leave.

29. The whole work may be split up between two or more contractors or accepted in part and not in entirety If considered expedient. **Splitting of work**

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30. The Contractors shall assume all liability for and give to the Corporation a complete indemnity against all actions, suits, proceedings, claims, or demands arising out of or in connection with the carrying out of the work by or from any person whomsoever.

Indemnity

31. The **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** may without prejudice to the rights of the Corporation against the contractors mentioned in clause 6 of the Agreement or in respect of any delay or inferior workmanship or otherwise or to any claim for damages in respect of any breach of contract and without prejudice to any rights or remedies any of the provisions of the contract or otherwise and whether the date for completion of the works has or has not expired by a notice in writing absolutely, determine the contract in any of the following cases.


Determination of contract on account of abandonment of work.

- i) If the contractor having been given by the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** or his authorised representative a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman like manner shall omit to comply with the requirements of such notice for a period of seven days of such notice thereafter or if the contractor shall delay or suspend the execution of the work so that in the judgment of the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** (which shall be final and binding) he will be unable to secure completion of the work by the date for completion or he has already failed to complete the work by that date.
- ii) If the contractor being a company shall pass a resolution or the Court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.
- iii) If the contractor commits breach of the terms and conditions of this contract.
- iv) If the contractor commits any acts mentioned in clauses 17 to 19 hereof.

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When the contractors have made themselves liable for action under any of aforesaid cases or in any case in which under any conditions of this contract the contractors shall have rendered themselves to forfeiture of their security deposit or in cases of abandonment of work by the Contractors of any cause whatsoever, the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** on behalf of the Corporation shall have power to adopt any of the following courses as the Corporation may deem best suited to their own manufacture: -

- (a) To rescind the contract (of which rescission notice in writing to the Contractors under the band of the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** or his Deputy shall be conclusive evidence) and in that case the security deposit of the Contractors shall stand forfeited and be absolutely at the disposal of the Corporation.
- (b) To employ labour, to supply materials to carry out the work or any part of the works, debiting the contractors with the cost of the labour and the price of the materials as to correctness of which cost and price the certificate of the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** shall be final and conclusive against the contractors and crediting them with the value of the work done in all respects and in the same manner and at the same rates as if it had been carried out by the contractors under the terms of the contract and in that case the certificate of the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** as to the value of the work done shall be final and conclusive against Contractors.
- (c) To order that the work of the contractors be measured by and to take such part thereof as shall be unexecuted out of their hands and to give it to another contractor to complete in which case any expenses which may be incurred in excess of the sum which would have been payable to the original contractors, if the whole work had been executed by them (as to the amount of which excess of expense the certificate in writing of the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** shall be final and conclusive) shall be borne and paid by the original Contractors and shall be deducted from any money due to them by the Corporation under the contract or otherwise or from the security Deposit or the sale thereof or a sufficient part thereof.

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In the event of any one or more of the above courses being adopted by the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** the contractors shall have no claim to compensation for any loss sustained by them by reason of their having purchased or made any advance on account or with a view to the execution of the works or the performance of contract. And in case action is taken under any of provisions aforesaid, the contractor shall not be entitled recover or be paid any sum for any work actually performed under this contract unless and until the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** has certified in writing the performance of such work and the value payable in respect thereof and the contractors shall be entitled to be paid the value so certified subject to the claims if any of the Corporation against the Contractors.

32. Without prejudice to any of the right or remedies under this contract, if the Contractor being an individual dies, the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** shall have the option to terminate the contract without any liability on the Corporation for compensation or damages to the Contract or measurement of work done till the death of the contractor will be recorded by the Corporation which shall be final and binding on the legal representative of the contractor.

Determination of Contract on death of contractors


33. In the event of the Corporation taking action under Clause 30 thereof the Corporation may if it so desire, take possession of all any of the machines, tools, plants, materials and stores in or upon the works or the site thereof or belonging to the Contractors or procured by them and intended to be used for the execution of the works or any part thereof paying or allowing for the same an amount at the contract rates or in the case of contract rates not being applicable at current market rates to be certified by the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** and the certificate thereof shall be final. The contractor shall not have any claim on the material that have not been actually brought on site of works irrespective of the fact that contractor may have purchased the same for use under this contract. The Corporation shall have also full power by giving notice in writing by the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** to the Contractors or any of their representatives or authorised agents to require them to remove such machines, tools, plants, materials and stores from the premises within time to be specified in such notice and in the event of the contractor failing to comply with any such requisition the

Substitution of contractors

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Corporation may remove them at the Contractors' expenses or sell them by auction or private sale at the risk and on account of the Contractors in all respects and the certificates of the **GM(PROJ)/GM (ENGG)/STATE ENGG HEAD** to the expenses of any such removal and the amount of proceeds and expenses of any such sale shall be final and conclusive.


34. Any breach or violation or non observance of any of the terms and conditions and provisions contained in the agreement or the General terms or otherwise in relation to the contract or works order shall be deemed and considered as a breach of the entire contract and entitle the Corporation to exercise and enforce the various rights and powers conferred on the Corporation under the contract.

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SCHEDULE 'A'

Safety Code


- (i) Suitable scaffolds should be provided for workmen for all works that cannot safely be done from the ground or from solid construction except such short period work as can be done safely from ladders. When a ladder is used an extra Mazdoor shall be engaged holding the ladder and if the ladder is used for carrying material as well, suitable footholds and handholds shall be provided on the ladder and shall be given an inclination not steeper than 1/4 to 1 (1/4 horizontal and 1 vertical).
- (ii) Scaffolding or staging more than 300 mm above the ground or floor, swung or suspended from an overhead support or erected with stationery support shall have a guard rail properly attached, bolted braced and otherwise secured at least 900 mm high above the floor or platform of such scaffolding or staging and extending along the entire length of the outside and ends thereof with only such openings as may be necessary for the delivery of materials, such scaffolding or staging shall be so fastened as to prevent it from swaying from the building or structure.
- (iii) Working platform, gangways and Stairways should be so constructed that they should not sag unduly or unequally and if the height of the platform or the gangway or the Stairway is more than 3.6 M above ground level or floor level, they should be closely boarded, should have adequate width and should be suitably fastened, as described in (ii) above.
- (iv) Providing suitable fencing provides every opening in the floor of a building or in a working platform with suitable means to prevent the fall of persons or materials or railing whose minimum height shall be 900mm.
- (v) Safe means of access shall be provided to all working platforms and other working places. Every ladder shall be securely fixed. No portable single ladder shall be over 9 M in length while the width between side rails in rung ladder shall in no case be less than 300 mm for ladder upto and including 3 M in length. For longer ladders this width' should be increased at least 6mm for each additional foot of length. Uniform steps spacing shall not exceed 300 mm. Adequate precautions shall be taken to prevent danger from electrical equipment. No materials on any of the sites of work shall be so stacked or placed as to cause danger or inconvenience to any person or the public. The Contractor shall also provide all necessary fencing and lights to protect the public from accident, and shall be bound to bear the expenses of defense of every suit, action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precautions and to pay any damages and costs which may be awarded in any such suit, action or proceedings to any such persons or which may with the consent of the contractor be paid to compromise any claim by any such person.
- (vi) All trenches, 1.2 M or more than in depth, shall at all times be supplied with at least one ladder for each 30 M in length or fraction thereof. Ladder shall be extended from bottom of the trench to at least 900 mm above the surface of the ground. The side of the trenches, which are 1.5 M or more in depth, shall be stopped back to give suitable slope or securely held by timber racing, so as to avoid the danger of sides, to collapse. The excavated material shall not be placed within 1.5 M of the edge of the trench of half of the depth of the trench whichever is more. Cutting shall be done from top to bottom. Under no circumstances undermining or undercutting shall be done.

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- (vii) Before any demolition work is commenced and also during the process of the work –
 - (a) All roads and open areas adjacent to the work site shall either be closed or suitably protected.
 - (b) No electric cable or apparatus, which is liable to be source of danger over a cable or apparatus used by the operator, shall remain electrically charged.
 - (c) All practical steps shall be taken to prevent danger to persons employed from risk of fire or explosion of flooding. No floor, roof or other parts of the building shall be overloaded with debris of materials as to render it unsafe.
- (viii) All necessary personal safety equipment as considered adequate by the GM(PROJ)/GM (ENGG)/STATE ENGG HEAD should be kept available for the use of the persons employed on the site and maintained in a condition suitable for immediate use, and the contractors should take adequate steps to ensure proper use of equipment by those concerned.
 - (a) Workers employed on mixing asphalt materials cement and lime mortars shall be provided with protective footwear and protective goggles.
 - (b) Those engaged in white washing and mixing or staking of cement bags or any materials, which are injurious to the eyes, shall be provided with protective goggles.
 - (c) Those engaged in welding works shall be provided with welder's protective eyesight lids.
 - (d) Stone breakers shall be provided with protective goggles and protective clothing and seated, at sufficiently safe intervals.
 - (e) When workers are employed sewers and manhole, which are in use, the Contractors shall ensure that the manhole covers are opened and are ventilated at least for an hour before the workers are allowed to get into the manholes so opened shall be cordoned off with suitable railing and provided with warning signals or boards to prevent accident to the public.
 - (f) The Contractors shall not employ men below the age of 18 years and women on the work of painting with product containing lead in any form. Wherever men above the age of 18 years are employed on the work of lead painting, the following precautions should be taken.
 - (1) No paint containing lead or lead products shall be used except in the form paste or ready-made paint.
 - (2) The workers should supply suitable facemask for use when paint is applied in the form of spray or a surface having lead paint dry rubbed and scraped.
 - (3) The Contractors to the workmen shall supply overalls and adequate facilities shall be provided to enable the working painters during and on cessation of work.

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- (ix) When the work is done near any place where there is risk of drowning all necessary Equipments, should be provided and kept ready for the use and all necessary steps taken prompt rescue of any person in danger and adequate provision should be made for prompt First aid treatment of all injuries likely to be sustained during the course of the work.
- (x) Use of hoisting machines and tackle including their attachments, anchorage and supports shall conform the following standard or conditions: -
- (1) (a) These shall be of good mechanical construction, sound material and adequate strength and free from patent defect and shall be kept in good working order.
 - (b) Every rope used in hoisting or lowering materials or as a means of suspension shall be of durable quality and adequate strength and free from patent defects.
- (2) Every crane driver or hoisting appliance operator shall be properly qualified and no person under the age of 21 years should be in charge of any hoisting machine including any scaffold which or give signals to the operator.
- (3) In case of every hoisting machine and of every chain ring hooks, shackle swivel and Pulley block used in hoisting or lowering as means or suspension, the safe working load shall be ascertained by adequate means. Every hoisting machines and all gear referred to above shall be plainly marked with the safe working load in case of a hoisting Machine having a variable safe working load, each safe working load of the condition under which it is applicable shall be clearly indicated. No part of any machine or any gear referred to above in this paragraph shall be loaded beyond the safe working load except for the purpose of testing.
- (4) In case of departmental machines, the safe working load shall be notified by the GM(PROJ)/GM (ENGG)/STATE ENGG HEAD as regards Contractor's machines the contractors shall notify the safe working load of the machine to the GM(PROJ)/GM (ENGG)/STATE ENGG HEAD whenever he brings any machinery to site of work and get it verified by the GM(PROJ)/GM (ENGG)/STATE ENGG HEAD Motors, Gearing, Transmission, Electric wiring and other dangerous parts of hoisting Appliances should be provided with efficient safeguards, hoisting appliances should be provided with such means as will reduce to the minimum the risk of accidental decent of load, adequate precautions should be taken to reduce the minimum risk of any part of a suspended load becoming accidentally displaced. When workers employed on electrical installation, which arc already energised, insulating mats wearing apparel, such as gloves, sleeves and boots as may be necessary, should be provided. The workers should not wear any rings, watches and carry keys or other materials, which arc good conductors of electricity.

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- (xi) All scaffolds, ladders and other safety devices mentioned or described herein shall be maintained in safe condition and no scaffold, ladder or equipment shall be altered or removed while it is in use. Adequate washing facilities should be provided at or near places of work.
- (xii) These safety provisions should be brought to the notice of all concerned by display on a notice board at a prominent place at the workshop. The person responsible for compliances of safety code shall be named therein by the Contractor.
- (xiii) To ensure effective enforcement of the rules and regulations relating to safety precautions, the arrangement made by the Contractor shall be open to inspection by the GM(PROJ)/GM (ENGG)/STATE ENGG HEAD or his representatives.
- (xiv) Notwithstanding the above clauses from (1) to (xiv) this is nothing in these to exempt the Contractor from the operations of any other Act or Rules in force in the Republic of India.

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SCHEDULE 'B'

BROAD GUIDELINES FOR THE PROTECTION OF THE HEALTH AND SANITARY ARRANGEMENTS FOR WORKERS EMPLOYED BY THE CONTRACTORS

1. APPLICATION

These rules shall apply to all building and construction works in charge of Central Public Works Department.

2. DEFINITIONS

(1) "Work Place" means a place at which, at an average 50 or more workers are employed in connection with construction work.


(2) "Large Work Place" means a place at which, at an average 500 or more workers are employed in connection with construction work.

3. FIRST AID

- At every work place, there shall be maintained in a readily accessible place first aid appliances including an adequate supply of sterilized dressing and sterilized cotton wool. The appliances shall be kept in good order and, in large work place they shall be placed under the charge of a responsible person who shall be readily available during working hour.
- At large work places, where hospital facilities are not available within easy distance of the work, first Aid posts shall be established and be run by a trained compounder.
- Where large work places are remote from regular hospitals, an indoor ward shall be provided with one bed for every 250 employees.
- Where large work places are situated in cities, town or in their suburbs and no beds are considered necessary owing to the proximity of city or town hospitals, suitable transport shall be provided to facilitate removal of urgent cases to the hospitals. At other work places, some conveyance facilities, such as car shall be kept readily available to take injured person or persons suddenly taken seriously ill to the nearest hospital.

4. DRINKING WATER

- In every work place, there shall be provided and maintained at suitable places, easily accessible to labour, sufficient supply of cold water fit for drinking.
- Where drinking water is obtained from an intermittent public water supply, each work place shall be provided with storage where such drinking water shall be stored.
- Every water supply of stored shall be at a distance of not less than 60 feet from any latrine, drain or other source of pollution. Where water has to be drawn from an existing well, which is within such proximity of latrine, drain or any other source of pollution, the well shall be properly chlorinated before water is drawn from it for drinking. All such wells shall be entirely closed in and be provided with trapdoor, which shall be dust and waterproof.
- A reliable pump shall be fitted to each covered well the trap door shall be kept locked and opened only for cleaning or inspection which shall be done at least once a month.
 - Adequate washing and bathing places shall be provided separately for men and women.
 - Such places shall be kept in clean and dried condition.

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5. SCALE OF ACCOMMODATION IN LATRINES AND URINALS

There shall be provided within the precincts of every place latrine and urinals in an accessible place, and the accommodation, separately for each of them, shall not be less than the following scale.

No. of seats

- | | |
|---------------------------------------------------------------------|-----------|
| (a) Where the number of person dose not exceed 50 | 2 |
| (b) Where the number of persons exceeds 50, but dose not exceed 100 | 3 |
| (c) For every additional 100 | 3 per 100 |

In particular cases, the Executive Engineer shall have the powers to vary the scale where necessary.

6. LATRINES AND URINALS FOR WOMEN

If women are employed, separate latrines and urinal's, screened from those for men and marked in the vernacular in conspicuous letter "for women only" shall be provided on the scale laid in Rule 6. Those ^or men shall be similarly marked "for men only". A poster showing the figure of a man and a woman shall also be exhibited at the entrance of latrines for each sex. There shall be adequate supply of water close to the urinals and latrines.

7. LATRINES AND URINALS


Except in work places provided with water-flushed, latrines, connected with a water-borne sewage system, all latrines shall be provided with receptacles on dry earth system which shall be cleaned at least four times daily and at least twice during working hours and kept in a strictly sanitary condition. The receptacles shall be tarred inside and outside at least once a year.

8. CONSTRUCTION OF LATRINES

The inside walls shall be constructed of masonry or some suitable heat-resisting non-absorbent materials and shall be cement-washed inside and outside at least once a year. The dates of cement washing shall be noted in a register maintained for this purpose and kept available for inspection. Latrines will not be a standard lower than borne-hole system and should have thatched roofs.

9. DISPOSAL OF EXCRETA

Unless otherwise arranged for by the local sanitary authority arrangements for proper disposal of excreta by incineration at the work place shall be made by means of a suitable incinerator approved by the Assistant Director of Public Health or the Municipal Medical Officer of Health, as the case may be in whose jurisdiction the work place is situated. Alternatively excreta may be disposed of by putting a layer of night soil at the bottom of pucca tank prepared for the purpose and covering it with a 150 mm (6") layer of waste or refuse and then covering it up with a layer of earth for a fortnight (when it will turn into manure).

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10. PROVISION OF SHELTERS DURING REST

At every work place there shall be provided free of cost, two suitable sheds one for meals and the other for rest separately for men and women for the use of labour. The height of the shelter shall not be less than 3300 mm (11 ft.) from the floor- level to the lowest part of the roof. The sheds should be roofed with at least thatch and mud flooring will be provided with a dwarf wall around not less than 750mm (2 1/2 ft.). Sheds should be kept clean and the space should be on the basis of at least 5 square feet per head.

11. CRECHES

- (a) At every work place, at which 50 or more women workers are ordinarily employed there shall be provided two huts for the use of children under the age of 6 years, belonging to such women.

One hut shall be used for infants' games and play and the other as their bedroom. The huts shall not be constructed on a lower standard than the following:

- (i) Thatched roofs;
- (ii) Mud floors and walls;
- (iii) Planks spread over the mud floor and covered with matting.

The huts shall be provided with suitable and sufficient openings for light and ventilation. There shall be adequate provision of sweepers to keep the places clean. There shall be two Dais in attendance. Sanitary utensils shall be provided to the satisfaction of the Health Officer of the area, concerned. The use of the hut shall be restricted to children, their attendants and mothers of the children.

- (b) Where the number of women workers is more than 25 but less than 50, the contractor shall provide at least one hut and one Dai to look after the children of women workers.
- (c) The size of creche or creches shall vary according to the number of women workers.
- (d) The crèche or creches shall be properly maintained and necessary equipment like toys, etc. shall be provided

12. CANTEEN

A cooked food canteen on a moderate scale shall be provided for the benefit of workers wherever it is considered expedient.

13. The above rules shall be incorporated in the contracts and in notices inviting tenders and shall form an integral part of contracts.