



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

**LPG OPERATIONS DEPARTMENT  
HEAD OFFICE  
G-9, ALI YAVAR JUNG MARG,  
BANDRA (EAST)  
MUMBAI- 400 051**

**TENDER NO: LPG-O/M/PT-04/22-23**

**CLOSING ON : 25/04/2023 AT 15:00 HRS**

**Tender for supply of around 5 lakh number of  
14.2 Kg LPG Cylinders as per IS -3196 (Part I)  
Using High Strength Steel confirming to IS:15914  
with SC Valves to various LPG Bottling Plants.**

**TECHNICAL BID - PART 'I-A'**

**INDIAN OIL CORPORATION LIMITED  
(MARKETING DIVISION)  
LPG-OPERATIONS DEPARTMENT**

**TENDER NO: LPG-O/M/PT-04/22-23**

Tender for Supply of around 5 lakh number of 14.2 Kg LPG Cylinders as per IS –3196 (Part I) using **High Strength Steel confirming to IS:15914** with SC Valves to various LPG Bottling Plants.

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**Annexure-1**

<p style="text-align: center;"> <b>Indian Oil Corporation Limited</b>  <b>Marketing Division</b>  <b>LPG Operations Department,</b>  <b>Head Office</b>  <b>G-9, Ali Yavar Jung Marg, Bandra (East), MUMBAI – 400 051</b> </p> <p style="text-align: center;"><b><u>NOTICE INVITING e- TENDER</u></b></p> <p> <b>Indian Oil Corporation Ltd. Invites electronic bids through its website <a href="https://iocletenders.nic.in">https://iocletenders.nic.in</a> under two bid system from indigenous bidders as per the following details</b> </p>		
NIT NO. / Name of the Work	Downloading period	Contact Person Tel No./ E-Mail id with Designation
<b>LPG-O/M/PT-04/22-23</b>  <b>Supply of around 5 lakh number of 14.2 Kg LPG Cylinders as per IS –3196 (Part I) using High Strength Steel confirming to IS:15914 with SC Valves to various LPG Bottling Plants.</b>	<p style="text-align: center;"><b>From</b></p> <p style="text-align: center;"><b>15:00 hrs of 31/03/2023</b></p> <p style="text-align: center;"><b>up to</b></p> <p style="text-align: center;"><b>15:00 hrs of 25/04/2023</b></p>	<p><b>DGM(LPG-Mat)</b>  <b>namgade@indianoil.in</b>  <b>Tel: 022-26447512</b></p>
<p>Visit <a href="https://iocletenders.nic.in">https://iocletenders.nic.in</a> for downloading Tender documents and participating in e-tenders.</p> <p>Any addendum/corrigendum/sale date extension in respect of above tender shall be issued on our website: <b><a href="https://iocletenders.nic.in">https://iocletenders.nic.in</a></b> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated</p>		

**NOTICE INVITING E-TENDER**

Digitally signed and sealed (encrypted) E-Tenders are invited in Two-bid System (a) Part-I, Technical Bid with Commercial Terms without Price-Bid – Part A and Part B and (b) Part-II, Price-Bid; from reputed parties for supply of around 5 lakh number of 14.2 Kg LPG Cylinders as per IS – 3196 (Part I) using **High Strength Steel confirming to IS:15914** with SC Valves to various LPG Bottling Plants. Physical Bids will not be accepted. Tender Documents can be downloaded from <https://iocletenders.nic.in> and on-line bids are required to be submitted with Digital signatures on the system. All help files to upload the bids are available at <https://iocletenders.nic.in> website. The rates, terms and conditions finalized against this tender shall be binding for supplies to all existing as well as future LPG Plants of IOCL / Locations where IOCL operations are taking/will take place.

All intending bidders who view / download the tender document are advised to visit our website till the end date for any changes or addendums. This tender is not transferable.

**1.0 TENDER SCHEDULE:**

a	Tender No	LPG-O/M/PT-04/22-23
b	Name of work	Supply of around 5 lakh number of 14.2 Kg LPG Cylinders as per IS –3196 (Part I) using <b>High Strength Steel confirming to IS:15914</b> with SC Valves to various LPG Bottling Plants.
c	Earnest Money Deposit (EMD)	Nil. However, all the participating bidders need to submit <b>bid security declaration</b> in lieu of EMD as per <b>Annexure-K</b>
d	e-tender website (Tender document will be downloaded from the respective site as mentioned and also will be uploaded/ submitted in the same site)	<a href="https://iocletenders.nic.in">https://iocletenders.nic.in</a>
e	(i) Tender download Starts on	<b>31/03/2023, 15:00 Hrs</b>
	(ii) Tender download Closes on	<b>25/04/2023, 15:00 Hrs</b>
	(iii) Bid Submission start date	<b>06/04/2023, 10:00 Hrs</b>
	(iv) Last Date and time for submission of completed E-tender documents online	<b>25/04/2023, 15:00 Hrs</b>
	(v) Pre-bid meeting	<b>There will be no pre-bid meeting for this tender</b>
f	Date of Opening of Technical Bid	<b>26/04/2023, 15:00 Hrs</b>
g	Verification of Documents submitted in the Tender with their Originals	<b>Will be done before placement of LOIs.</b>
h	Contact person(s)	Name and address DGM(LPG-Mat) Indian Oil Corporation Ltd. (MD) Indian Oil Bhavan, Ali Yavar Jung Marg, Bandra(East) , Mumbai – 400051 Email id: <a href="mailto:nramgade@indianoil.in">nramgade@indianoil.in</a> ; Tel: 022-26447512
i	Validity of quoted rates	180 days from the date of opening of Tender, as per (f) above, unless extended by mutual consent in writing.
j	Contract Period/ Period of Supplies	The total requirement shown in this tender enquiry is for the period of 6 <b>months</b> from the date of placement of Order/Rate Contract/Purchase Order. The contract

		placed on successful Bidders may be extended/ repeated at sole discretion of corporation for a further period of up to 6 months including increasing the contract quantity calculated on prorated basis or repeat order basis, at the same terms and conditions. Escalation / De-escalation shall be admissible as per the requisite Terms & Condition, for the original as well as the extended period also (If any).
k	Expected date of start of contract	On placement of work order
l	Applicable rates	Lowest finalized rate in the tender
m	Name of IEMs	1) Mr. Madhusudan Prasad, IAS (Retd.) 2) Mr. Vijai Prakash Pathak, IRSS (Retd.) and Former Member Materials Management (MMM), Railway Board 3) Mr. Ashok V Subhedar, Vice Admiral (Retd.)
n	Date of opening of Price-Bid	Will be intimated to the qualified bidders in technical bid in due course of time.

**2.0 Bid Qualification Criterion (BQC)/Pre Qualification Criterion (PQC):**

**Bid Qualification Criterion (BQC) / Pre-Qualification Criterion (PQC) for Bidders participating in the Tender:**

BQC /PQC for the bidders to participate in the tender are given as under. Bidders must submit relevant documents as minimum bid qualifying criteria for this tender and all such documents must be valid as on the original due date of tender:

**2.1 BQC/PQC for Bidders participating in the tender:**

- a. Bidders must have valid PESO approval and BIS license for manufacture of **33.3 lts. water capacity** LPG Cylinders as per IS –3196 (Part I) using **High Strength Steel confirming to IS:15914** as on original due date of tender.
- b. Bidders should not be on Holiday list/ Black Listed by IOCL/BPCL/HPCL and/or MOP&NG as on original due date of tender.
- c. Bidder should have **unique PAN number** as on original due date of tender.

**2.2 However, if the existing PESO approval or BIS License is due for renewal as on original due date of the tender and the bidder has applied for the renewal before the expiry of validity date of the PESO Approval/ BIS Licence, the same shall be considered valid on submission of copy of acknowledged application / proof of submission of online application along with copy of existing PESO approval and BIS License.**

Provisional certificates or copies of applications for CCOE approval/ BIS license or confirmation letter from CCOE/BIS regarding application being processed by them shall not be considered and such offers shall be summarily rejected.

**2.3 Notwithstanding any other condition/ provision in the tender documents, in case of ambiguity or incomplete documents pertaining to BQC/PQC, bidders, shall be given only one opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents in support of meeting the BQ/PQ criteria through e-portal. In case the bidder fails to submit any documents or submits incomplete documents within the given time, the bidders tender will be rejected.**

IOC reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents / clarifications.

3.0 **Basis of Tender:**

e-Public tender without price band (state-wise) with Reverse- Auction.

4.0 All bidders should have to mention their PAN & GSTN number. **All bidders shall have to submit the quotes.**

4.1 Earnest Money Deposit is **NIL**. However, all the participating bidders need to submit bid security declaration in lieu of EMD as per **Annexure- K**.

5.0 **Minimum offered quantity by vendor:**

To become eligible to participate in this tender, offered quantity of each bidder should be a minimum of 25,000 nos. 14.2 Kg HTS Cylinders (and in multiples of 1,000 nos. thereafter) for the contract period.

6.0 **Technical/ Price bid Submission:**

6.1 The definition of bidder is as the entity, which has unique PAN. Bidders having unique PAN would be considered as unique bidder.

A Bidder shall submit only one bid in a particular bidding process.

In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote.

Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders.

Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner.

A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified.

In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.

- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
  - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or
  - ii. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
  - iii. holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

The offered quantity shall be bidder-wise and order allotment on a particular bidder cannot be supplied from another bidder in any circumstances.

In case requisite licenses, i.e. PESO approval or BIS license is cancelled by the respective statutory authorities then the contract with the bidder will stand cancelled with immediate effect.

**6.2 Rates to be Quoted:**

Bidder has to quote net delivered price to the Corporation. Bidders can quote for each state. Bidders must ensure not to copy and paste figures /text from other excel-sheets / cells in Price Bid / BOQ.

**If the bidder does not wish to quote for a state, then the bidders has the option of not to quote for that particular state.**

Bidder has to quote Net delivered cost to the Corporation (NDC). Bidder has to quote the rate State wise. The Net delivered cost to the Corporation (NDC) would be inclusive of all cost like basic, freight and extras. **GST will be paid extra as applicable on NDC.**

- 6.3** Corporation reserves its right to allow Public Sector Enterprises (Central/ State), purchase preference as admissible/applicable from time to time under the existing Govt. policy. Purchase preference to a PSE shall be decided based on the price quoted by PSE as compared to L1 Vendor at the time of evaluation of the price bid.



**7.0 Purchase preference to MSE, MSE owned by SC/ST or Women entrepreneurs:**

- 7.1 Corporation also reserves its right to allow Micro and Small Enterprises (MSEs) and MSEs owned by Scheduled Caste (SC) or the Scheduled tribe (ST) or Women entrepreneurs, purchase preference as admissible/applicable from time to time under the existing Govt. policy and clarifications issued thereof. Purchase preference to a MSE and a MSE owned by SC/ST/Women entrepreneurs shall be decided based on the price quoted by the said MSEs as compared to L1 Vendor at the time of evaluation of the price bid.

Bidders claiming purchase preference as MSE need to submit the documents:

- a. Self-attested copy of all the pages of the UDYAM certificate issued by any authority mentioned in the Public procurement policy of MSEs.
- b. Bidder's declaration on a duly notarized Rs.100 stamp paper stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.

(However, the latest guidelines on MSE policy on reservation to be followed)

**7.2 MSEs owned by SC/ST shall mean:**

- In case of proprietary MSE, Proprietor shall be SC/ST.
- In case of Partnership MSE, the SC/ST partners shall be holding at least 51% share in the enterprise
- In case of Private Limited Companies, at least 51% shares shall be held by SC/ST promoters

Note: To qualify for entitlement as SC/ST owned MSE, the SC/ST certificate issued by District Authority must be submitted by the bidder in addition to Certificate of Registration as MSE. The bidder shall be responsible to furnish necessary documentary evidence for enabling IOCL to ascertain that the MSE is owned by SC/ST.

**7.3 MSEs owned by Women entrepreneurs shall mean:**

- In case of proprietary MSE, Proprietor shall be women.
- In case of Partnership MSE, the woman partners shall be holding at least 51% share in the enterprise
- In case of Private Limited Companies, at least 51% shares shall be held by women promoters

Note: To qualify for entitlement as women owned MSE, the bidder shall submit suitable documentary evidence as per the above. The bidder shall be responsible to furnish necessary documentary evidence for enabling IOCL to ascertain that the MSE is owned by women.

**7.4 Procurement as per Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012 (Policy):**

- a) Subject to other terms and conditions stated in this tender document including but not limiting to the pre-qualification criteria, Twenty five per cent (25%) of State-wise quantity of this tender document is earmarked for Micro and Small Enterprises (MSE).

- b) Out of the above 25 per cent, 4 per cent is earmarked for Micro and Small Enterprises owned by the Scheduled Caste or the Scheduled Tribe entrepreneurs and 3 per cent is earmarked for Micro and Small Enterprises owned by Women.
- c) In the event of failure of such Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, 4 per cent for procurement earmarked for Micro and Small Enterprises owned by Scheduled Caste or Schedule Tribe entrepreneurs and 3 per cent for procurement earmarked for Micro and Small Enterprises owned by women shall be met from other Micro and Small Enterprises.
- d) Micro and Small Enterprises quoting price within L1 + 15 per cent will be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises and such Micro and Small Enterprises will be allowed to supply upto 25 percent of state-wise tender quantity. The same shall be applicable till the minimum number of vendors to meet the states requirement is met.
- e) In case of more than one such Micro and Small Enterprises, the supply shall be shared proportionately (to state-wise tender quantity). e.g. For a particular state, in the event of failure of Micro and Small Enterprises to participate in tender process or meet tender requirements and L1 price, the quantity earmarked will be distributed among general category tenderers.
- f) Micro and Small Enterprises will be exempted from payment of earnest money.
- g) The above provisions shall apply to Micro and Small Enterprises registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises.

**8.0 Evaluation Criteria:**

- 8.1 Through this tender, Corporation seeks to surface the lowest price supplier for each state. Hence, **price bid evaluation based on Reverse Auction shall be done at the level of individual state.**
- 8.2 Tender will be evaluated State-wise on the basis of “Net cost to Corporation” quoted by the bidder. Only “Net cost to Corporation” shall be acceptable and valid.
- 8.3 Ranking of bidders will be based on valid “net cost to Corporation” quoted by them.
- 8.4 The Public Procurement (Preference to Make in India) Order 2017 i.e. PP-MII Order 2017 (Including amendments) shall be applicable for procurements of Goods, Works and Services.
- 8.4.1 The applicable definitions shall be as covered under Public Procurement (Preference to Make in India) Order 2017 – Revision dated 16.09.2020 issued by DPIIT.
- 8.4.2 The supplier classification, margin of purchase preference along with broad allocation, exemption limit for purchases and eligibility of suppliers for procurement shall be as follows:

SN	Description	Details
1	<b>Supplier Classification:</b>	
a.	Class-I Local supplier	LC $\geq$ 50%
b.	Class-II Local supplier	LC $\geq$ 20% < 50%
2	<b>Margin of Purchase preference (PP-MII)</b>	20% (i.e. L1+20%)
3	<b>Eligibility of suppliers for different types of procurement:</b> a) Only Class-I local supplier and Class-II local supplier shall be eligible to bid in this tender. b) MSE's shall also be eligible to bid in this tender.	
4	<b>Purchase preference and broad allocation:</b> A) Applicability in tenders where contract is to be awarded to multiple bidders: In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the Class- I local supplier shall get purchase preference over Class-II local supplier as per the following procedure: i) If Class-I local suppliers qualify for award of contract for at least 50 % of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However , in case Class -I local suppliers do not qualify for award of contract for at least 50 % of the tendered quantity , purchase preference should be given to the Class-I local supplier over Class-II local suppliers/Non local suppliers provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the Class-I local suppliers taken in totality are considered for award of contract for at least 50 % of the tendered quantity. ii) First purchase preference has to be given to the lowest quoting Class-I local supplier, whose quoted rates fall within 20 % margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting Class-I local supplier does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher Class-I local supplier, falling within 20 % margin of purchase preference , and so on.	

#### 8.4.3 Verification of local content:

- a) The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provides self - certification that the item offered meets the local content requirement for Class-I local supplier/Class-II local supplier, as the case may be. They shall also give details of the location(s) at which local value addition is made as per the formats given in the tender.
- b) In cases of procurement for a value in excess of Rs 10 crores, the Class-I local supplier/Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers

other than companies) giving the percentage of local content as per the formats given in the tender.

- c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of GFR for which a bidder or its successors can be debarred for up to two years along with such other actions as may be permissible under law.

A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under Clause 9h. of the Order.

**8.4.4 Reciprocity Clause:**

Entities of countries which have been identified by the nodal Ministry/ Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except the list of items published by the Ministry/Department permitting their participation.

The term entity of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.

- 8.4.5 All Bidders participating in the tender (Other than MSE Bidders availing Purchase Preference benefit under PPP2012 with amendments) shall submit LC declaration against qualifying as Class I or Class II. The formats for Bidders Declaration /Undertaking on classification regarding Local Content (LC) are provided in the tender.

Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales support like AMC/CMC etc shall continue to be considered in local content calculation

- 8.4.6 The PP-MII policy shall however not be applicable on goods / services reserved for procurement from MSEs under Public Procurement Policy 2012 with amendments.

- a) MSE bidders can avail for Purchase Preference benefits under either PPP 2012 or PP- MII Order 2017. Bidders shall be required to furnish the option between the two policies under which it wishes to avail purchase preference.
- b) If the MSE bidder does not indicate the option (even after opportunity), IOCL shall evaluate the bid as per the default option as per PPP 2012.
- c) The option once exercised cannot be changed.
- d) The option for Purchase Preference shall be provided to the applicable bidders in the following order:
  - i) Bidders qualifying under PPP 2012.
  - ii) Bidders qualifying under PP- MII Order 2017
- e) For the purpose of extending Purchase Preference benefits, the latest quote of respective bidder(s) during the tender-cum-auction process shall be considered.
- f) The modality for evaluating purchase preference benefits under PP-MII Order 2017 and PPP-2012 simultaneously shall be as per the following:

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

For tenders on Lot system (i.e where contract is to be awarded to multiple bidders)

### Scenario – A (60:40 split)

**Note: In Domestic tenders, only Class I, Class -II and MSE bidders are eligible to bid.**

**Illustrative scenarios are for tenders where splitting of order quantities is warranted but not merely on the basis of purchase preference**

**The allocation defined below is based on the assumption that**

**a) preferential bidders are within the margin of purchase preference and eligible for preferential treatment and**

**b) bidders are willing to match the L1 rates unless specified otherwise.**

SI	L1	L2	L3	Preference for Allocation
a)	MSE	PP-MII	NP	L1 MSE- 60 %, L2 PP-MII-40 % , else next in hierarchy subject top matching the L1 rates
b)	MSE	NP	PP-MII	L1 MSE- 60 %, L3 PP-MII-40 % , else to L2 NP and then next in hierarchy subject to matching the L1 rates
c)	MSE	MSE	PP-MII	L1 MSE- 60 %, L2 MSE--40 % , else L3 PP-MII and then next in hierarchy subject to matching the L1 rates
d)	MSE	MSE	NP	L1 MSE 60 %, L2 MSE--40 % , else next in hierarchy subject to matching the L1 rates,
e)	PP-MII	MSE	NP	L1 PP-MII- 60 % , L2 MSE--40 % , else next in hierarchy subject top matching the L1 rates
f)	PP-MII	NP	MSE	L1 PP-MII- 60 % , L3 MSE--25 % , L2 NP- 15 % , else next in hierarchy subject top matching the L1 rates
g)	PP-MII	PP-MII	MSE	L1 PP-MII- 60 % , L2 PP-MII- 15 % L3 MSE--25 %
h)	PP-MII	PP-MII	NP	L1 PP-MII- 60 % , L2 PP-MII- 40 % , else next in hierarchy subject top matching the L1 rates
i)	NP	MSE	PP-MII	L1 NP- 30 % , L2 MSE - 40 % , L3 PP-MII- 30 % In case both preferential bidders do not match, 60 % to NP and so on. In case only MSE matches, NP will get 60 % , MSE 40% In case only PP-MII matches, then order to be divided in PP-MII and NP in the ratio of 50:50
j)	NP	PP-MII	MSE	L1 NP- 35 % , L2 PP-MII- 40 % , L3 MSE - 25 % In case both preferential bidders do not match, 60 % to NP and so on. In case only MSE matches, NP will get 60 % , MSE 40% In case only PP-MII matches, then order to be divided in PP-MII and NP in the ratio of 50:50

**Following is to be noted:**

- a) The above scenario has been worked out as an example considering combination of 1 PP-MII and one MSE bidder ( except for Sl. c, d, g and h as indicated in table above ) . However, this is applicable to all PP-MII and MSE bidders eligible for purchase preference
- b) In case of multiple PP-MII and MSE bidders, the following principle shall be followed
- L1 shall be considered for allocation of 60 % of the tendered quantity in case they are preferential bidders .
  - In case L1 bidder is MSE, then further purchase preference of 25 % shall not be applicable for any other MSE bidder and preference for matching shall be given to all PP-MII within the band (L1+ 20 %) in their order of ranking ( except for the situation in c) and d) above). In case no eligible PP-MII bidder matches, then offer for matching shall be to bidder next in hierarchy
  - In case L1 bidder is PP-MII, then further purchase preference of 50 % shall not be applicable for other PP-MII bidders and preference for matching shall be given to all MSE bidders within the band (L1+ 15 %) in their order of ranking.( except for the situation in g) and h) above). In case no eligible MSE bidder matches, then offer for matching shall be to bidder next in hierarchy.
- c) As a general rule MSE bidder shall get preference over PP-MII bidder.
- d) PP-MII Bidders mentioned above means Class -I local supplier as defined in the policy.
- e) NP Bidders mentioned above shall mean
- i) Class-II local supplier for domestic tenders (National Competitive bidding)

**Scenario – B (50:30:20 split)**

Case	L1	L2	L3	Preference for Allocation
a)	MSE	PP-MII	NP	L1 MSE- 50 %, L2 PP-MII-30 % , 20 % to any other PP-MII in band , else next in hierarchy
b)	MSE	NP	PP-MII	L1 MSE- 50 %, L3 PP-MII-30 % , 20 % to any other PP-MII in band, else next in hierarchy
c)	PP-MII	MSE	NP	L1 PP-MII - 50 %, L2 MSE-30 % , 20 % to NP else next in hierarchy
d)	PP-MII	NP	MSE	L1 PP-MII - 50 %, L2 MSE-30 % , 20 % to NP else next in hierarchy
e)	NP	MSE	PP-MII	L1 NP- 20 % , L2 MSE - 30 %, L3 PP-MII- 50 % In case both preferential bidders do not match, 50 % to NP and so on. In case only MSE matches, NP will get 50 % , MSE 30% and so on. In case only PP-MII matches, then PP-MII will get 50 % , NP- 30% and so on.
f)	NP	PP-MII	MSE	L1 NP- 25 % , L2 PP-MII- 50 % , L3 MSE - 25 % In case both preferential bidders do not match, 50 % to NP and so on. In case only MSE matches, NP will get 50 % , MSE 30% and so on In case only PP-MII matches, then PP-MII will get 50 % , NP- 30% and so on.

**Following to be noted:**

- a) The above scenario has been worked out as an example considering combination of 1 PP-MII and one MSE bidder as an example. However, this is applicable to all PP-MII and MSE bidders eligible for purchase preference
- b) As a general rule, MSE bidder shall get preference over PP-MII bidder.
- c) PP-MII Bidders mentioned above means Class -I local supplier as defined in the policy.
- d) NP Bidders mentioned above shall mean
- i) Class-II local supplier for domestic tenders (National Competitive bidding)

**NOTES :**

- i) PP-MII bidder mentioned above means Class-I Local supplier as defined in the PP-MII Order 2017.
- ii) For availing purchase preference, bidders must update the necessary details in their profile in My Accounts Menu in the e-tender (NIC) portal. Bidder who have updated details in bidder profile under any of the preference categories will get option to avail preferential benefit and upload supporting document for availing preferential benefit, based upon the tender provisions regarding applicable preference categories.  
  
Further bidders who do not claim preferential benefit at the designated section of e-tender (NIC) portal while participating in the tender, shall not be considered for any preferential benefit in that tender even if supporting document for availing preferential benefit has been submitted along with the tender . In all such cases , bidder shall be treated as a Non preferential bidder for the purpose of availing purchase preference. It may be noted that only preferential bidders (MSEs / PP- MII (Class I) quoting within the applicable purchase preference margins) who have claimed preferential benefit at the designated section of e-tender (NIC) portal and submitted valid documents and are agreeing to match L-1 price shall be considered for purchase preference.
- iii) For Purchase Preference under PPP 2012 in the above listed scenarios, sub allocation between SC/ST and Women MSE shall be done from within the MSE allocation in all cases where MSE is not L1

8.4.7 **General Guidelines on Preferential Bidding**

- A. The Preferential Bidding module has been implemented in the e-tender portal (NIC) wherein bidders eligible for availing preferential treatment are required to update their profile by selecting the option for preferential bidder under “MY ACCOUNT MENU” before submission of bids. After selecting this option, the bidders are supposed to upload the supporting document for preferential bidding. A pop up message warning that bidders will not be allowed purchase preference (MSE as well as PP-MII bidders) if they do not update the necessary details is also displayed at the time of bid submission in the e-portal (NIC). It may be noted that in tenders where preferential bidding is allowed, Bidders will be able to claim preferential treatment benefit only if they have declared themselves as preferential bidder in their profile.

B. The methodology with respect to acceptance of claimed “Preference Category” in preferential bidding shall be as per the following matrix:

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

C. It is to be noted that for availing purchase preference, bidders must update the necessary details in their profile in My Accounts Menu in the e-tender (NIC) portal. Bidders who have updated details in bidder profile under any of the preference categories will get option to avail preferential benefit and upload supporting document for availing preferential benefit, based upon the tender provisions regarding applicable preference categories.

D. Further bidders who do not claim preferential benefit at the designated section of e-tender (NIC) portal while participating in the tender, shall not be considered for any preferential benefit in that tender even if supporting document for availing preferential benefit has been submitted along with the tender. In all such cases, bidder shall be treated as a Non preferential bidder for the purpose of availing purchase preference.

E. It is reiterated that only preferential bidders (MSEs / PP- MII (Class I) quoting within the applicable purchase preference margins) who have claimed preferential benefit at the designated section of e-tender (NIC) portal and submitted valid documents and are agreeing to match L-1 price shall be considered for purchase preference as explained above.

9.0 Bidder should comply with “Restrictions for Countries which share land border with India” policy.

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

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



11.0 It is mandatory to produce following documents in original for verification at our office before issuance of LOI:

- a. NSIC/MSE Registration Certificate/ Udyam Registration (if applicable).
- b. Caste certificate for Micro/ Small Enterprise of SC/ST category (if applicable).
- c. Valid PESO approval/ Application Documents (as applicable) for manufacture of **33.3 Its. water capacity** LPG Cylinders as per IS –3196 (Part I) using **High Strength Steel confirming to IS:15914** as on Original due date of the tender.
- d. Valid BIS Licence/ Application Documents (as applicable) for manufacture of **33.3 Its. water capacity** LPG Cylinders as per IS –3196 (Part I) using **High Strength Steel confirming to IS:15914** as on Original due date of the tender.
- e. PAN card.
- f. GSTN registration number.

Indian Oil Corporation Ltd reserves the right to accept or reject any or all tenders without assigning any reason whatsoever.

**DGM (LPG-MATL), HO**

**MANDATORY DISCLOSURES & DETAILS OF DOCUMENTS TO BE FURNISHED & UPLOADED WITH TECHNICAL BID BY THE BIDDER**

From:

M/s. \_\_\_\_\_

To:

DGM(LPG-Mat),  
Indian Oil Corporation Ltd. (MD), Mumbai

Dear Sir,

**Sub: Supply of around 5 lakh number of 14.2 Kg LPG Cylinders as per IS –3196 (Part I) using High Strength Steel confirming to IS:15914 with SC Valves to various LPG Bottling Plants.**

**TENDER NUMBER : LPG-O/M/PT-04/22-23**

In response to your notice inviting tender for above, we confirm having carefully read, studied and understood various terms and conditions /documents downloaded with the tender and the same has been digitally signed for having read and accepted the same in toto.

We are also confirming that the following documents as per the check list given below and requisite **Bid security declaration in lieu of EMD as per Annexure- K** has been uploaded.

Write Y- For Document uploaded

Write N - For Document not uploaded

Write NA – For Document not applicable for uploading

Tick(✓) at the appropriate box

SR. NO.	DESCRIPTION	INSTRUCTIONS FOR FILLING IN CHECK LIST	DETAILS	YES/NO/ NA
1.	EMD: (All Bidders)	<b>Bid security declaration in lieu of EMD as per Annexure- K</b>		Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
	Public Sector – Proof	NSIC / MSE / Udyam Registration (as applicable) should be produced at the time of Original Document Verification. <b>Self-Attested Copy of NSIC / MSE / Udyam Registration (as applicable) should be uploaded along with Technical Bid.</b> Document details to be filled up in the adjacent column.	NSIC/MSE Regn/Udyam No.  Valid Upto _____	Yes <input type="checkbox"/> No <input type="checkbox"/> NA <input type="checkbox"/>
	NSIC/MSE REGD. Details			
	Micro / Small Enterprise	Bidder who submits MSE certificate, to tick the type of enterprise	<b>Micro</b> <input type="checkbox"/> <b>Small</b> <input type="checkbox"/>	
	Category of MSE Firm (whether SC or ST or Women)	Bidder to tick the type of enterprise).  Refer clause no. 29 of Annexure 3 for details) <b>Copy of Annexure O should be uploaded along with Technical Bid.</b>	<b>SC</b> <input type="checkbox"/> <b>ST</b> <input type="checkbox"/>  <b>WOMEN</b> <input type="checkbox"/>  <b>Not Applicable</b> <input type="checkbox"/>	

**14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23**

SR. NO.	DESCRIPTION	INSTRUCTIONS FOR FILLING IN CHECK LIST	DETAILS	YES/NO/NA
2.	CCOE / PESO Approval No. & Date for the Unit	Copy of this document should be uploaded along with Technical Bid.  Original to be produced at the time of Original Document Verification.  Document details to be filled up in the adjacent column.	PESO Approval No. _____  Date of Approval. _____  Valid upto _____	Yes <input type="checkbox"/>  No <input type="checkbox"/>
3.	BIS License -	Copy of this license should be uploaded along with Technical Bid.  Original to be produced at the time of Original Document Verification.  License details to be filled up in the adjacent column.	License No. _____  Date of License. _____  Valid upto _____	Yes <input type="checkbox"/>  No <input type="checkbox"/>
4.	PAN Card No.	Copy of this document should be uploaded along with Technical Bid.  Original to be produced at the time of Original Document Verification.  Document details to be filled up in the adjacent column.	Pan Card No. _____	Yes <input type="checkbox"/>  No <input type="checkbox"/>
5.	GST Registration No.	Copy of this document should be uploaded along with Technical Bid.  Original to be produced at the time of Original Document Verification.  Document details to be filled up in the adjacent column.	GST Regn. No. _____	Yes <input type="checkbox"/>  No <input type="checkbox"/>
6.	Confirmation that the minimum offered quantity for the entire contract period is 2,50,000 nos.	Bidder should confirm the same in the space provided in the adjacent column by ticking appropriate item.	YES <input type="checkbox"/> NO <input type="checkbox"/>	
7.	Particulars of Bidder as per <b>Annexure H</b> are filled.	Bidder should confirm the same in the space provided in the adjacent column.  Bidder should upload the filled up format <b>Annexure H</b> .	YES <input type="checkbox"/> NO <input type="checkbox"/>	
8.	Declaration forms as per <b>Annexure F</b> are filled	Bidder should confirm the same in the space provided in the adjacent column. Bidder should upload the filled up declaration <b>Annexure F</b>	YES <input type="checkbox"/> NO <input type="checkbox"/>	
9.	Details of manufacturing premises of the Bidder:  Name & Address where manufacturing premises is located	Name & Address	Location of manufacturing premises	

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

SR. NO.	DESCRIPTION	INSTRUCTIONS FOR FILLING IN CHECK LIST	DETAILS
10.	Whether accepted & submitted Integrity pact program document as per <b>Annexure M</b>	Bidder should confirm the same in the space provided in the adjacent column.  Duly filled in and Signed Copy of <b>Annexure M</b> should be uploaded along with Technical Bid.	YES <input type="checkbox"/> NO <input type="checkbox"/>
11.	Deviation if any (counter condition etc.)	Bidder should confirm the same in the space provided in the adjacent column.  Letter detailing Deviations, if any, should be uploaded along with the Technical Bid.	YES <input type="checkbox"/> NIL Deviation <input type="checkbox"/>
12.	Confirmation of having read understood and accepted the terms & conditions in toto of the tender as per <b>Annexure-A.</b>	Bidder should confirm the same in the space provided in the adjacent column and to upload the <b>Annexure-A.</b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
13.	Power of Attorney	Copy of irrevocable Power of Attorney meeting the law of land, if applicable as per <b>Annexure-Q</b>	YES <input type="checkbox"/> NO <input type="checkbox"/> NA <input type="checkbox"/>
14.	Declaration of quantity offered	Details to be filled in <b>Annexure-P</b> uploaded along with Technical Bid.	YES <input type="checkbox"/> NO <input type="checkbox"/>
15.	Proforma for confirmation on applicability of "Micro & Small enterprises development act, 2012 (MSE Act 2012)"	If applicable, as per <b>Annexure- L</b>	YES <input type="checkbox"/> NO <input type="checkbox"/>
16.	Bank details as per <b>Annexure-N</b>	Bank details as per <b>Annexure-N</b> should be submitted.	YES <input type="checkbox"/> NO <input type="checkbox"/>
17.	HSN code for <b>33.3 Lts water capacity (14.2 KG) HTS LPG</b> Cylinder	Bidder should confirm HSN number of <b>33.3 Lts water capacity (14.2 KG) HTS LPG</b> Cylinder	HSN Number of <b>33.3 Lts water capacity (14.2 KG) HTS LPG</b> Cylinder: -----
18.	GST rate in % age	Bidder should confirm the GST rate for <b>33.3 Lts water capacity (14.2 KG) HTS LPG</b> Cylinder	GST rate <b>33.3 Lts water capacity (14.2 KG) HTS LPG</b> Cylinder: -----
19.	Undertaking related to Insolvency & Bankruptcy Code, 2016 as per <b>Annexure-B</b>	Details to be filled in <b>Annexure-B</b> uploaded along with Technical Bid.	YES <input type="checkbox"/> NO <input type="checkbox"/>
20.	Undertaking and Declaration for Non-tampering of data	Details to be filled in <b>Annexure-D</b> uploaded along with Technical Bid.	YES <input type="checkbox"/> NO <input type="checkbox"/>
21.	Declaration and Undertaking on Purchase Preference (PP-MII) Policy	Details to be filled in <b>Annexure-J</b> uploaded along with Technical Bid.	YES <input type="checkbox"/> NO <input type="checkbox"/>
22.	Declaration for Compliance Certificate Regarding Bidders from Countries Which Shares A Land Border With India	Details to be filled in <b>Annexure-C</b> uploaded along with Technical Bid.	YES <input type="checkbox"/> NO <input type="checkbox"/>

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

SR. NO.	DESCRIPTION	INSTRUCTIONS FOR FILLING IN CHECK LIST	DETAILS
23.	Bidder's declaration on a duly notarized Rs.100 stamp paper stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted.	Bidder's declaration uploaded along with Technical Bid if applicable, as per <b>Annexure-R</b> .	YES <input type="checkbox"/> NO <input type="checkbox"/> NA <input type="checkbox"/>
24.	Declaration of Blacklisting / Holiday Listing	Details to be filled in <b>Annexure-E</b> uploaded along with Technical Bid.	YES <input type="checkbox"/> NO <input type="checkbox"/>
25.	Undertaking for Business Transaction Status of Bidder	Details to be filled in <b>Annexure-G</b> uploaded along with Technical Bid.	YES <input type="checkbox"/> NO <input type="checkbox"/>
26.	Undertaking on No Multiple Bidding	Details to be filled in <b>Annexure-I</b> uploaded along with Technical Bid.	YES <input type="checkbox"/> NO <input type="checkbox"/>
27.	Partnership deed	Copy of Partnership deed should be uploaded along with Technical Bid, if applicable	YES <input type="checkbox"/> NO <input type="checkbox"/> NA <input type="checkbox"/>

I am the competent person authorised to sign this Tender.

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

Full Name: \_\_\_\_\_

(Signed as Proprietor/Partner/Director/POA\*)

\* Power of Attorney meeting the law of land: Original POA holder to sign and not by any authorized representative.

Rubber Stamp :

Address:

### NOTE:

- The details are to be furnished giving the reference no., date, applicable validity, etc.
- The documents attached to be annexured and the annexure no. to be mentioned in the annexure column above.
- Wherever documents are not applicable the same may be mentioned as **"Not Applicable"**.
- Copy of these mandatory disclosures should be downloaded, filled and uploaded along with the technical bid.
- Full name along with designation (as applicable) must be written along with the signature in the mandatory disclosure (Annexure-2).

### 6. PREFERENTIAL BIDDING GUIDELINES:

**This tender allows bidders to avail preferential treatment.**

**If the bidder is preferential bidder, then they must update the necessary details in their profile in "MyAccount Menu" of E-Tender Portal. Bidder must select "Yes" in response to "Avail Preferential Bidder Option", otherwise bid will not be considered for preferential benefits.**

**SPECIAL TERMS AND CONDITIONS**

- 1.0 An open competitive tender is solicited on two-part bid system.  
PART I - Technical Bid – Part A & Part B  
PART II – Price Bid

2.0 **All bidders shall have to submit the quotes.**

The definition of bidder is as the entity, which has unique PAN. Bidders having unique PAN would be considered as unique bidder.

A Bidder shall submit only one bid in a particular bidding process.

In case of a holding company having more than one independent manufacturing units or more than one unit having common business ownership / management, only one unit should quote.

Similar restrictions shall apply to closely related sister companies. Bidder's sister/ Associated/ Allied concern(s) participating or applying against the same tender, shall lead to disqualification of Bidders.

Sister/ Associated/ Allied concern means a company, society, partnership firm or proprietorship firm having one or more common persons as Director/ Partner/ Member/ Owner.

A Bidder who submits more than one bid will cause all the proposals submitted in the particular bid to be disqualified.

In relation to the above, a person will include firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies / any other legal entity, as the case maybe, & will be deemed to have submitted multiple bids in a particular bid if a person bids in any of the two formats given below:

- i. individual or proprietorship format and/or
- ii. a partnership or association of persons format and/or
- iii. a company format

Whereby,

- A company shall for this purpose include any artificial person whether constituted under the Indian laws or of any other country.
- A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- A person shall be deemed to have bid in a company format if the person holds:
  - i. more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or

- ii. is a director and / or Key Managerial Personnel of the company which has submitted a bid, or
- iii. holds more than 10% (ten percent) of voting share capital in and/or is a director and / or Key Managerial Personnel of a holding company of that company which has submitted the bid.

By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or multiple bids as understood or deemed in terms of this clause.

All the bids of a bidder who has submitted multiple bids, as per the clause, shall be rejected and Bid Security for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the buyer towards bidding process and in the scrutiny & evaluation of bids.

In addition to the above, bidders found to be in contravention to the said clause will be liable for administrative actions.

The offered quantity shall be bidder-wise and order allotment on a particular bidder cannot be supplied from another bidder in any circumstances.

In case requisite licenses, i.e. PESO approval or BIS license is cancelled by the respective statutory authorities then the contract with the bidder will stand cancelled with immediate effect.

**Rates to be Quoted:**

Bidder has to quote net delivered price to the Corporation. Bidders can quote for each state. Bidders must ensure not to copy and paste figures /text from other excel-sheets / cells in Price Bid / BOQ.

**If the bidder does not wish to quote for a state, then the bidders have the option of not to quote for that particular state.**

**The Price Bids of qualified vendors after evaluation of Technical Bids shall be opened followed by Reverse Auction.**

- 2.1 Any other parameter considered relevant by the Corporation may also be one of the evaluation criteria for opening their price bid.
- 3.0 Any bidder, who is on the Holiday List / Black Listed by IOCL/BPCL/HPCL and/or MOP&NG as on original due date of tender will be disqualified from this tender. Details of Holiday List / Blacklisting will be obtained from BPC/HPC. During evaluation of technical bids/ Price bids of the bidders participated in the tender, if it is found that any bidder is Blacklisted / holiday listed by Corporation or MOP&NG, then bid of such bidders will be outrightly rejected.
- 4.0 In case it is established at a later date that the details given by the bidder are incorrect or established that the information is false, IOCL reserves the right to take penal action against such vendor as deemed fit which may be rejection of tender, forfeiture of EMD/ Security Deposit cum performance guarantee, Termination of contract, putting on holiday etc.

- 5.0 Bidder will sign the Integrity Agreement, which is an integral part of Tender Documents, failing which the tender/bidder will stand disqualified from the tendering process and the bid of the tender would be summarily rejected. The declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of Corporation.

All complains/ communication to IEMs with regard to this tender may be sent on e mail ID [iem-iocl@indianoil.in](mailto:iem-iocl@indianoil.in).

Hard copy of the same can also be sent by post at the following address which will be suitably communicated / forwarded to the IEMs.

IP Secretarate,  
Indian Oil Corporation Ltd,  
Room No 516, 5th floor,  
Core 6, Scope Complex,  
Lodhi Road, New Delhi 110003

- 6.0 On opening of Price Bid followed by Reverse Auction, the evaluation / order quantity distribution criteria will be done in line with **Annexure -4**.
- 7.0 The requirement against this tender is for a quantity of **5 lakh number** of 14.2 Kg LPG Cylinders as per IS –3196 (Part I) using **High Strength Steel confirming to IS:15914** with SC Valves which is a notional quantity.
- 8.0 The order quantity/ validity may be modified or contract may be foreclosed by the Corporation under the following circumstances:
- a) Requirement not matching the ordered quantity.
  - b) Corporation has received lower rates in subsequent tender and thus has option to take lower rate.
  - c) Market rate of 14.2 Kg HTS LPG Cylinders has fallen among the PSU Oil companies.
  - d) Any other circumstances in the interest of the Corporation.
- 9.0 This is basically a rate contract and quantities are not guaranteed. The Corporation reserves the right to either increase or decrease the quantity in any State at their sole discretion at the same terms and conditions of the initial order. The essence of the contract is to maximize positioning of equipment in line with requirement and also shall capture performance of vendors during execution of contract
- 10.0 Tender may be cancelled partially or fully State-wise also depending on the reasonability of rates at the sole discretion of the Corporation. The State-wise quantities are also tentative and can be reallocated to other states as per the states requirement from time to time.
- 11.0 **The State-wise contracted quantities to vendors are tentative. The originally contracted quantities of vendors are likely to undergo change during execution/ validity of contract by way of allocation/ reallocation of quantities among vendors to meet Corporation's requirement.**



**Additional orders arising out of reallocation of pruned quantities shall be offered to performing bidders, provided they meet the following conditions:**

- i. They are performing satisfactorily under the current contract.
- ii. They are willing to supply this additional quantity at L1 rate of the state(s) in which the quantities have to be supplied.

Pruned quantity in each state would be suitably allocated amongst one or more bidders who are ready to accept the offer for additional supplies, as above.

The reallocation of pruned quantities would be done as and when required. For this purpose, the performing bidder would be the one who -

- a) Has supplied the entire called off quantity under the running contract OR The difference between his total contract quantity and the total cylinders actually delivered by that bidder and divided by the months left in the contract period, is less than the maximum supply made by the bidder in any month during the contract period.
- b) Defaulting bidders against whom pruning is being done shall not be considered for re-allocation.

Additional quantity allocated to bidders due to pruning and re-allocation or risk purchase and re-allocation is over and above the initial allocated quantity of the bidder.

Performance till the month previous to the one in which the offer for additional quantity is being made, would be considered for determining this eligibility under (a) & (b).

The corporation decision in regard to Pruning & Reallocation on case-to-case basis and the methodology followed shall be final.

Pruned quantity in each state would be equally allocated amongst all the performing bidders who are ready to accept the offer for additional supplies at L1 rate, as above, subject to condition explained below.

However, in case the additional order per bidder calculated as above, becomes an unviable quantity (i.e. less than 300 cylinders per bidder) then total requirement for that state/plant would be distributed amongst lesser number of bidders such that minimum order on a bidder is 300 cylinders. Qualifying bidders eligible for order shall be chosen in the ascending order of contract quantity allotted to them in the running contracts.

For this purpose,

$$\text{Allotted Contract qty} = \text{Original Contract qty} + \text{contract qty added on a/c of previous re-allocation due to pruning} - \text{pruned quantity of the bidder.}$$

The State-wise contracted quantities to vendors are tentative. The originally contracted quantities of vendors are likely to undergo change during execution/ validity of contract by way of allocation/ reallocation of quantities among vendors to meet Corporations requirement:

- From Non performing vendor to performing vendor within same state or to different states.
- Within same vendor from one contracted state to another contracted state.
- Any other reason to meet Corporations requirement.

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

- 12.0 During execution of contract, normally, monthly schedules will be issued State-wise to Vendors to the extent of 125% of prorated quantity (prorate quantity = contract quantity/ 6 months). However, certain states may require additional quantities more than the monthly prorated quantity. In such cases to meet the requirement, additional allocations/ schedules are made to vendors as per 11.0 above.
- 13.0 The limitation on order quantity / quoted States will not be applicable during execution of contract.
- 14.0 The total requirement shown in this tender enquiry is for the period of 6 months from the date of placement of order. Escalation / De-escalation shall be admissible as per clause mentioned in annexure "Agreement" for the Contract period .
- 15.0 Corporation reserves the right to terminate the contract at any time before the expiry of contract period in case it is established that the manufacturer has been indulging in malpractice / manufacture of spurious equipment / un-authorized manufacture of equipment or on such other grounds that is considered by the Corporation to be in contravention of the contractual obligations.
- 16.0 Presently the Corporation/OITC approved steel suppliers are **M/s. SAIL, TATA STEEL LIMITED , ARECELOR MITTAL NIPPON STEEL INDIA LTD (ERSTWHILE ESSAR), EVONITH VALUE STEELS LIMITED (ERSTWHILE LLOYDS, ), JINDAL**. The parties will be authorised to use steel only from the above suppliers or any other supplier/ import source as approved by the Corporation/ OITC from time to time.
- 17.0 Dispatches of **33.3 Lts water capacity (14.2 KG) HTS** LPG Cylinders shall be made normally by road only except for Andaman & Nicobar. For other modes of transport, prior clearance of Corporation needs to be obtained. Details of packing are given in Annexure "Agreement".
- 18.0 The all inclusive rate offered (NDC) shall be applicable for all bottling Plant locations of the Corporation in a State/UT and also for other Bottling plants within the same State/ UT where the Corporation has arrangement for Bottling.
- 19.0 In case of any dues/ out standings from any of the successful bidders on any account, the same shall be adjusted against the supplies/ payments due against the supplies against this tender.
- 20.0 Tenderer shall furnish the various particulars of tenderer as and when Corporation advises them. Details of the same are given here : Details of proprietors/ partners/ Directors of firm along % of share holding, Registration under Companies Act, Acknowledged copy of IT Returns, Audited Profit & Loss a/c and Balance Sheet, Annual Turnover, Details of registration under various statutory authorities, Details of Infrastructure, Capacity Assessment etc., In case any information / details / documents submitted by the tenderer is found to be incorrect, tenderer shall be solely responsible for the same and corporation may initiate suitable action as deemed fit.
- 21.0 Tenderer shall ensure that PESO approval, BIS License, statutory registration certificates & other relevant certifications are valid at any point of time from tender evaluation stage to contract completion stage.
- 22.0 **Self Closing LPG Valves:** The successful tenderer shall supply self-closing LPG Valves confirming to IS 8737. The technical specifications of SC valves shall be as per **"Annexure-7 on Technical Specification"**.

- 23.0 **Price Reduction Clause:** Price Reduction clause as mentioned in **Annexure-5** on “Agreement” shall be applicable.
- 24.0 **Risk Purchase Clause:** Risk Purchase clause as mentioned in **Annexure-5** on “Agreement” shall be applicable.
- 25.0 **Quality Assurance:** Cylinders shall be inspected and certified by BIS. Corporation will however, carryout inspections from time to time to monitor compliance on quality assurance. **Quality Discipline Guidelines as per Annexure- 6 shall be followed and action shall be taken against the defaulting vendors.**

As and when any changes in Quality Discipline Guidelines (QDG) duly approved by Oil Marketing Companies (OMCs), same shall come into force with immediate effect (From the date of Notification) and shall be binding on all the bidders to whom LOIs/ LOAs/ Purchase Orders are issued. (BIS Test Certificate Date shall be used as reference.)

26.0 **Security Deposit cum Performance Guarantee:**

- 26.1 Security Deposit cum Performance Bank Guarantee (SD cum PBG) shall be 3% of contract value or Rs 10.0 lac whichever is lower, through **ePayOne** portal. Tenderer may use the link “<https://epayone.indianoil.in/home>” and complete the registration in the ePayOne portal using their SAP vendor code. User guide is available in the ePayone Portal under option “Need Help”. Thereafter, the tenderer is required to make online payment using “New payment Option”.

Security Deposit cum Performance Bank Guarantee submitted will be retained for 33 months from the date of LOI which can be further extended depending on the last date of supply as intimated by Corporation.

In case, repeat purchase order is placed by the Corporation, SD cum performance guarantee collected towards Original purchase order shall be considered with necessary amendments, towards SD cum performance guarantee for Repeat purchase order.

- 26.2 No claim shall lie against the Corporation in respect of interest on deposit or Depreciation thereof. The Corporation shall be entitled to deduct from the deposit any loss or damage which the Corporation may be put to by reason of any act or default recoverable by the Corporation from the vendor and to call upon the vendor to maintain the deposit at the original limit by making further deposits.
- 26.3 In the event of the vendor failing to make and maintain a security deposit in the manner aforesaid, be liable to forfeit any moneys available with Corporation and the Corporation shall be entitled to cancel acceptance of the Tender.
- 26.4 **Forfeiture of Security Deposit:** All sums of compensation or other sums of money payable by the vendor may be deducted from SD. In the event of SD being reduced from the original quantum due to recoveries as aforesaid the vendor shall within 15 days of recoveries, make good deficiency in SD either by Demand Draft.

27.0 **Agreement:**

All successful bidders will have to execute an agreement on stamp paper incorporating the terms and conditions provided in **Annexure –5** (Terms and conditions of Agreement) prior to commencement of supplies.

**28.0 ANTI –COMPETITIVE AGREEMENTS/ABUSE OF DOMINANT POSITION:**

The Competition Act, 2002 as amended by the Competition (Amendment) Act, 2007 (the Act), prohibits anti-competitive practices and aims at fostering competition and at protecting Indian markets against anti- competitive practices by enterprises. The Act prohibits anti-competitive agreements, abuse of dominant position by enterprises, and regulates combinations (consisting of acquisition, acquiring of control and M&A) wherever such agreements, abuse or combination causes, or is likely to cause, appreciable adverse effect on competition in markets in India. Besides taking punitive action as enshrined under Integrity Pact, Corporations reserves the right to approach the Competition Commission established under the Act of Parliament and file information relating to anti-competitive agreements and abuse of dominant position. If such a situation arises, then bidders shall be bound by the provisions of the said statute.

**29.0 Important note for SC/ST bidders and Women bidders under MSE:**

- (i) The definition of MSE owned by SC/ST shall be as per the prevailing guidelines of MSME.
- (ii) Caste certificate for individual member of a Proprietorship/ and in respect of Partnership / Public / Private / Co-operative Firm as per the declaration should be enclosed as proof along with the Credential bid.
- (iii) In the event of any of the members (as applicable) failing to submit the caste certificate as proof of belonging to SC/ST category along with the Credential Bid, the bid will not be treated under SC/ST category.

30.0 Copy of Partnership deed should be uploaded along with Technical Bid, if applicable.

**31.0 Special condition on Taxation for Goods and or Services**

Clause No.	Description
	<b>DEFINITIONS</b>
1	Contractual period / Work Completion Period /Contractual Delivery Date / Contractual Completion Period shall mean the Scheduled Delivery / Completion Period as mentioned in the LOA (Letter of Acceptance) or Purchase Order or Work Order and shall also include approved extensions, if any.
	<b>GENERAL</b>
1	Where any portion of the GCC/any other section of tender, is repugnant to or at variance with any provision of the Standard Taxation Condition (STC), then the provision of the STC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
2	For the purpose of this STC, the term "tax" in addition to tax imposed under CGST (Central Tax)/SGST (State Tax)/IGST (Integrated Tax)/UTGST (Union Territory Tax)/ GST Compensation Cess Acts, also includes any duties, cess or statutory levies levied by central or state authorities.

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Clause No.	Description
3	<p>Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the final product and/or services (applicable to invoices raised on IOCL) within the contractual delivery date /period (including extension approved if any) shall be on IOCL's Account against submission of documentary evidence.</p> <p>Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Seller's / Contractor's Account.</p> <p>Similarly in case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the Contract and the date of execution of activities under the contract, the Contractor shall pass on the benefit of such reduction to IOCL with the view that IOCL shall pay reduced duty/Tax to Govt.</p>
4	<p>Wherever any escalation / de-escalation linked to raw material price (Basic price excluding taxes) is allowed as per terms of the contract, Variation to the extent related to escalation / de-escalation of value of material shall be allowed without Tax unless specified otherwise.</p>
5	<p>It would be the responsibility of the contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice indicating details /elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with IOCL's registration number as applicable for particular supply on all invoices raised on IOCL.</p> <p>Contractor to provide the GSTIN number from where the supply is proposed to be under taken. Further the HSN Code / Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns provided in the technical bid.</p> <p>In case the contractor is opting for Composition scheme under the GST laws (i.e Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the contractor should confirm the same. Further the contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on IOCL.</p> <p>In case the contractor is falling under Unregistered category, the contractor should confirm the same.</p>
6	<p>IOCL will be entitled to withheld/recover the amount equivalent to the value of GST charged in tax invoice/debit note to IOCL along with other consequential implications in cases where contractor/supplier defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in GSTN network or non-filing of returns or wrongly charges Integrated Tax in place of Central Tax + State/Union Territory Tax or vice versa or any other non-compliance of GST laws.</p> <p>The amount so withheld would be paid to contractor/supplier after successful compliance of the defaults, like updation/rectification in subsequent months on GSTN portal, on or before the maximum time stipulated for furnishing (filing) of outward supply return/statement under Section 37(1) of the Central Goods and Services Act, 2017, (CGST) for October of the next FY to which such invoice/debit note pertains.</p> <p>Such amount would be recovered being reduction in the value of original invoice in case such default in compliance is neither corrected/rectified on or before the time stipulated for furnishing (filing) of outward supply return/statement under Section 37(1) of the Central Goods and Services Act, 2017, (CGST) for October of the next FY to which such invoice/debit note pertains.</p>

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

Clause No.	Description
7	Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by IOCL as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
8	The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by IOCL.
9	<b>Left blank- covered under Point No 6 above.</b>
10	In case the contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price. In case the contractor is falling under Unregistered category, then GST liability, if any, on IOCL will be included for the purpose of evaluation.
11	In case, IOCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost.
12	IOCL shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the CGST Act and respective states and Rules.
13	To enable IOCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to GST reimbursed by IOCL on materials sold to IOCL.
14	Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.
<b>15</b>	<b>ROAD PERMIT /WAY BILL</b>
15.1	IOCL will issue Road Permit/Way Bill, by whatever name it is called, to the Contractor only in those cases where materials is purchased by IOCL directly and/or IOC is statutorily required to issue the Road permit/Way Bill, by whatever name it is called. Contractor will be under obligation for proper utilization of road permits for the specific supply and in case of seizure of goods/vehicle, the Contractor will be wholly responsible for release and reimburse the litigation cost to IOCL.
15.2	IOCL shall on no account be responsible for delay or hold up due to the timely non availability of such documents as are required to be furnished by the owner to obtain the Road Permit/Way bill, by whatever name it is called. However, IOCL shall make best efforts to provide sufficient number of Road Permits/way bill, by whatever name it is called. on demand to avoid any delay or Hold up.
16	Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST / SGST / UTGST/IGST Act ,2017 on supplies of goods or services or both to IOCL , tax will be deducted from the invoice raised and deposited with the authorities by IOCL. TDS certificate as per provisions of CGST / SGST / UTGST/IGST Act, 2017 shall be issued by IOCL.

<b>Clause No.</b>	<b>Description</b>
17	Price Reduction as a part of discount to be passed on by successful bidder through his invoice or credit note.

**INCOME TAX:**

- a. The contractor shall be exclusively responsible and liable to pay Taxes on Income arising out of payment made out of the contract.
- b. Wherever withholding tax i.e., Tax deduction at source (TDS) is applicable under the Income tax Act, 1961 the same will be deducted from the Invoices raised and TDS Certificate as per provision of the Income tax Act and Rules shall be issued to the contractor.
- c. PAN is mandatory. If PAN is not provided TDS would be deducted at higher rate as per the provisions of Income Tax Act.

## State wise GST provisional ID details – IOCL

IOC State offices	Political State / UT	Provisional GST ID
PSO	Jammu & Kashmir	01888CI1681G2ZZ
PSO	Himachal Pradesh	02AAACI1681G3ZZ
PSO	Punjab	03AAACI1681G1ZZ
PSO	Chandigarh	04AAACI1681G1ZX
PSO	Ladakh	38AAACI1681G1ZM
UPSO II	Uttarakhand	05AAACI1681G1ZV
DSO	Haryana	06AAACI1681G1ZT
DSO	Delhi	07AAACI1681G1ZR
RSO	Rajasthan	08AAACI1681G2ZO
UPSO I	Uttar Pradesh	09AAACI1681G1ZN
BSO	Bihar	10AAACI1681G1Z4
WBSO	Sikkim	11AAACI1681G1Z2
IOC AOD	Arunachal Pradesh	12AAACI1681G1Z0
IOC AOD	Nagaland	13AAACI1681G1ZY
IOC AOD	Manipur	14AAACI1681G2ZV
IOC AOD	Mizoram	15AAACI1681G1ZU
IOC AOD	Tripura	16AAACI1681G1ZS
IOC AOD	Meghalaya	17AAACI1681G1ZQ
IOC AOD	Assam	18AAACI1681G1ZO
WBSO	West Bengal	19AAACI1681G1ZM
BSO	Jharkhand	20AAACI1681G3Z1
OSO	Odisha	21AAACI1681G1Z1
MPSO	Chhattisgarh	22AAACI1681G1ZZ
MPSO	Madhya Pradesh	23AAACI1681G1ZX
GSO	Gujarat	24AAACI1681G1ZV
GSO	Daman & Diu	25AAACI1681G1ZT
GSO	Dadra & Nagar Haveli	26AAACI1681G1ZR
MSO	Maharashtra	27AAACI1681G1ZP
KASO	Karnataka	29AAACI1681G1ZL
MSO	Goa	30AAACI1681G1Z2
KESO	Kerala	32AAACI1681G1ZY
TNSO	Tamil Nadu	33AAACI1681G1ZW
TNSO	Puducherry	34AAACI1681G1ZU
WBSO	Andaman & Nicobar Islands	35AAACI1681G1ZS
TAPSO	Telangana	36AAACI1681G1ZQ
TAPSO	Andhra Pradesh	37AAACI1681G2ZN



**PRICE BID / EVALUATION CRITERIA / ORDER ALLOTMENT CRITERIA****1. PRICE BID:**

Bidder has to quote Net delivered cost to the Corporation (NDC). Bidder has to quote the rate state wise. The Net delivered cost to the Corporation (NDC) would be inclusive of all cost like basic, freight and extras. **GST will be paid extra as applicable on NDC.**

**2. Evaluation Criteria:**

- a. Through this tender, Corporation seeks to surface the lowest price supplier for each state. Hence, **price bid evaluation based on Reverse Auction shall be done at the level of individual state.**
- b. Tender will be evaluated State-wise on the basis of "Net cost to Corporation" quoted by the bidder. Only "Net cost to Corporation" shall be acceptable and valid.
- c. Ranking of bidders will be based on valid "net cost to Corporation" quoted by them.
- d. The modality for evaluating purchase preference benefits under PP-MII Order 2017 and PPP-2012 simultaneously shall be as per mentioned in clause no.8 of Annexure-I.

**3.0 Order Allotment Criteria:**

The order of allocation/ distribution of quantities among various successful bidders will be as under:

- 3.1 As this is a critical item, multiple parties may be considered for supply depending on requirement of particular state. The minimum no. of parties per state would be as under:

Rule	Requirement of State for contract period (Nos.)	Minimum No. of Vendors
A	Upto 10000 nos	2
B	More than 10000 nos and upto 20000 nos	3
C	More than 20000 nos and upto 30000 nos	4
D	More than 30000 nos and upto 40000 nos	5
E	More than 40000 nos	6

Sl. No.	State	Quantity for tender (Nos)	Minimum No. of Vendors
1	ASSAM	40000	5
2	DELHI	30000	4
3	GUJARAT	30000	4
4	HIMACHAL PRADESH	25000	4
5	JAMMU & KASHMIR	25000	4
6	KARNATAKA	30000	4
7	LADAKH	30000	4
8	MAHARASHTRA	30000	4

9	NORTH EAST	40000	5
10	RAJASTHAN	25000	4
11	TAMIL NADU	50000	6
12	TELANGANA	30000	4
13	UTTAR PRADESH	25000	4
14	UTTARAKHAND	60000	6
15	WEST BENGAL	30000	4
	<b>TOTAL</b>	<b>500000</b>	

- 3.2 Ranking of bidders will be done state-wise based on the original quotation and on Net Delivered Cost basis. On establishing the L1 (lowest) bidder, the number of available L1 bidders will be reviewed in line with minimum number of parties as mentioned above.
- 3.3 If the number of lowest quotes(L1) for a particular State is less than the minimum No. of vendors as mentioned above, then L1 rate (with or without negotiations) may be offered simultaneously to all the other parties ( L2, L3, L4 ... ) who have quoted in that particular State for matching the L1 rates without any commitment on the part of the Corporation regarding allocation of quantities. Based on the parties' acceptance of the L1 rates, allocation will be given to the second lowest quoted party / parties (L2), third lowest quoted party/parties (L3) and so on till the minimum no. of vendors is reached and the States' requirement of quantities and Vendors is fulfilled. If parties of a particular rate category (say, L2) do not accept the offered rates but subsequent rate category parties accept the same, then allocation of L2 parties will be given to the L3 parties and so on. However, in case it is necessary, further negotiation will be held.
- 3.4 Distribution of quantities among bidders will be done considering the minimum number of vendors required as above and in line with Rule A, B, C, D & E described below, whichever applicable in various stages till the requirement of State is fulfilled. In case there are more than 1 vendors in each category, i.e. L-1 or L-2 or L-3 and so on, then Corporation will distribute quantities suitably. In all cases, Corporation's decision will be final and binding on all bidders.

**For Rule A :**

For the vendor requirement of **TWO** numbers in any state, the quantity distribution shall be in the ratio of –

If there are n ( $n \geq 2$ ) L-1 bidders: 100/n  
 If there are 1 L-1 & n ( $n \geq 1$ ) L-2 bidders: 60: 40/n (L1:L2)

**For Rule B**

For the vendor requirement of **THREE** numbers in any State, the quantity distribution shall be in the ratio of:

If there are 1 L-1, 1 L-2 & 1 L3 parties: 50 : 30 : 20 (L1 : L2 : L3)

If there are 2 L1 parties and 1 L2 party then qty schedule for L1 and L2 shall be merged and divided equally among 2 L1 parties, i.e. 40:40:20

In case of 1 L1 and 2 L2 parties, then qty scheduled for L2 and L3 shall be merged and divided equally , i.e. 50: 25 : 25.

If there are n ( $n \geq 3$ ) L1 parties: 100/n

**For Rule C**

For the vendor requirement of **FOUR** numbers in any State, the quantity distribution shall be in the ratio of:

If there are 1 L-1, 1 L-2, 1 L3 & 1 L4 parties: 40 : 30 : 20 : 10 (L1 : L2 : L3 : L4)

If there are two L1 and one L2 and L3 parties : 35 : 35: 20: 10

If there are 1 L1 and two L2 parties and one L3 : 40: 25:25:10

If there are n (n>=4) L1 parties: 100/n

**For Rule D**

For the vendor requirement of **FIVE** numbers in any State, the quantity distribution shall be in the ratio of:

If there are 1 L-1, 1 L-2, 1 L3, 1 L4 & 1 L5 parties: 30 : 25 : 20 : 15 : 10  
(L1 : L2 : L3 : L4 : L5)

If there are two L1, one L2 and two L3 parties: 27.5:27.5:20:12.5:12.5

If there are one L1, three L2 parties and one L3 parties: 30:20:20:20:10

If there are n (n>=5) L1 parties: 100/n

**For Rule E**

For the vendor requirement of **SIX** numbers in any State, the quantity distribution shall be in the ratio of:

If there are 1 L-1, 1 L-2, 1 L3, 1 L4, 1 L5 & 1 L6 parties: 24 : 21 : 18 : 15 : 12 : 10  
(L1 : L2 : L3 : L4 : L5 : L6)

If there are n (n>=6) L1 parties: 100/n

**The PP-MII Order 2017 will be simultaneously applied in Tenders for procurement of Goods and services with the PPP 2012.**

**For Rule A**

For the vendor requirement of **TWO** numbers in any state, Modality for allocation shall be as follows –

SI	L1	L2	L3	Preference for Allocation
a)	MSE	PP-MII	NP	L1 MSE- 60 %, L2 PP-MII-40 % , else next in hierarchy subject top matching the L1 rates
b)	MSE	NP	PP-MII	L1 MSE- 60 %, L3 PP-MII-40 % , else to L2 NP and then next in hierarchy subject to matching the L1 rates
c)	MSE	MSE	PP-MII	L1 MSE- 60 %, L2 MSE--40 %, else L3 PP-MII and then next in hierarchy subject to matching the L1 rates
d)	MSE	MSE	NP	L1 MSE 60 %, L2 MSE--40 %, else next in hierarchy subject to matching the L1 rates,
e)	PP-MII	MSE	NP	L1 PP-MII- 60 %, L2 MSE--40 %, else next in hierarchy subject top matching the L1 rates

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f)	PP-MII	NP	MSE	L1 PP-MII- 60 %, L3 MSE--25 %, L2 NP- 15 %, else next in hierarchy subject top matching the L1 rates
g)	PP-MII	PP-MII	MSE	L1 PP-MII- 60 %, L2 PP-MII- 15 % L3 MSE--25 %
h)	PP-MII	PP-MII	NP	L1 PP-MII- 60 %, L2 PP-MII- 40 %, else next in hierarchy subject top matching the L1 rates
i)	NP	MSE	PP-MII	L1 NP- 30 % , L2 MSE - 40 % , L3 PP-MII- 30 % In case both preferential bidders do not match, 60 % to NP and so on. In case only MSE matches, NP will get 60 % , MSE 40% In case only PP-MII matches, then order to be divided in PP-MII and NP in the ratio of 50:50
j)	NP	PP-MII	MSE	L1 NP- 35 % , L2 PP-MII- 40 % , L3 MSE - 25 % In case both preferential bidders do not match, 60 % to NP and so on. In case only MSE matches, NP will get 60 % , MSE 40% In case only PP-MII matches, then order to be divided in PP-MII and NP in the ratio of 50:50

### For Rule B

For the vendor requirement of **THREE** numbers in any State, Modality for allocation shall be as follows

Case	L1	L2	L3	Preference for Allocation
a)	MSE	PP-MII	NP	L1 MSE- 50 %, L2 PP-MII-30 % , 20 % to any other PP-MII in band , else next in hierarchy
b)	MSE	NP	PP-MII	L1 MSE- 50 %, L3 PP-MII-30 % , 20 % to any other PP-MII in band, else next in hierarchy
c)	PP-MII	MSE	NP	L1 PP-MII - 50 %, L2 MSE-30 % , 20 % to NP else next in hierarchy
d)	PP-MII	NP	MSE	L1 PP-MII - 50 %, L2 MSE-30 % , 20 % to NP else next in hierarchy
e)	NP	MSE	PP-MII	L1 NP- 20 % , L2 MSE - 30 % , L3 PP-MII- 50 % In case both preferential bidders do not match, 50 % to NP and so on. In case only MSE matches, NP will get 50 % , MSE 30% and so on. In case only PP-MII matches, then PP-MII will get 50 % , NP- 30% and so on.

f)	NP	PP-MII	MSE	<p>L1 NP- 25 % , L2 PP-MII- 50 % , L3 MSE - 25 %</p> <p>In case both preferential bidders do not match, 50 % to NP and so on.</p> <p>In case only MSE matches, NP will get 50 % , MSE 30% and so on</p> <p>In case only PP-MII matches, then PP-MII will get 50 % , NP- 30% and so on.</p>
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Similarly, the modalities for Rule C, D and E will be worked out.

For all other combinations of vendors, Corporation will distribute quantities suitably as explained above. In all cases, Corporation's decision will be final and binding on all bidders.

In exceptional cases, in case if only one L-1 is available for the State and L2,L3,L4... Ln do not agree to match L1 rate for the State, then entire quantity may be allocated to the L-1 depending upon the availability of Offered quantity of that L-1 bidder.

In case if only one L-1 is available for the State, then full quantity will be allocated to the L-1 depending upon the availability of Offered quantity of that L-1 bidder.

- 3.5 The allocation will be made on the basis of least cost to Corporation. The Corporation reserves the right to amend the order distribution criteria/ ratio best suited to the interest of Corporation.

**Note: The order Distribution shown above is only indicative and not exhaustive.**

3.6 **Allocation will be done as under:**

- Allocation will start from State with lowest rate and in ascending order of the rate of States. Further in case of States having same rate, order of allocation will be done in descending order of tender quantity, so that State with higher quantity is completely allotted first.
- Distribution will be done as per clause no. 3.4 till the State requirement is met.
- Purchase preference to MSE and MSE owned by SC/ST and MSE owned by Women entrepreneurs as per statutory acts would be followed.**

In case the above distribution does not result in meeting requirement of quantity earmarked for MSE vendors, then the quantity required to achieve such target in this State will be identified.

This quantity will be deducted proportionately from the successful Non-MSE vendors in the State and distributed among the MSE vendors of that state. Selection of MSE Vendors for distribution of quantities will be decided by Corporation and will be binding on all bidders. In exceptional cases, where only MSE vendors are available then deduction will be done from MSE vendors also to meet SC/ST norms.

During the above process of distribution, earmarked quantities for SC/ST MSE vendors will be met. The foregoing criteria apply to only those MSE vendors who match the L-1 rate.

- This process will be repeated for State with next higher rate till the requirement of all States is met.
- In case, MSE parties are not available in a particular State, clause 'C' above will not be applied.
- In all cases, allocation will be limited to the State-wise tendered quantity.

g. In all cases, allocation will be limited to the Maximum Order Allocation of each bidder.

Due to implementation of above process, the ratios as specified in clause no. 3.4 above may undergo a change.

3.7 The following may be noted while carrying out allocation in line with item 3.6 a & b above.

3.7.1 In exceptional cases, in case if only one L-1 is available for the State and L2,L3,L4... Ln do not agree to match L1 rate for the State, then entire quantity may be allocated to the L-1 depending upon the availability of Maximum Order Allocation Quantity of that L-1 bidder.

3.7.2 In case if only one L-1 is available for the State, then full quantity will be allocated to the L-1 depending upon the availability of Maximum Order Allocation Quantity of that L-1 bidder.

3.7.3 If for any State, during allocation, the quantities of any Vendor are exhausted, then the same would be allotted to balance vendors in that State in their original allocation ratio subject to the availability of quantities for allocation for these vendors.

3.7.4 In exceptional cases, in case any State is left unallocated due to exhaustion of quantities of the available vendors in that State, then the Maximum Order Allocation can be increased up to the Offered Quantity to enable complete allocation of States' requirement.

With the above methodology, if some States still remain unallocated, offer for additional quantities from all the vendors of that State beyond their maximum allocation would be obtained. The order of allocation for the additional quantity for that State would be suitably modified as per Corporation's requirement, so as to see that quantities of State get completely allocated.

Corporation's decision regarding Maximum Order Allocation quantity and other allocation parameters will be final and binding on all bidders.

3.7.5 However during allocation in ascending order of rates, in case quantities of States with higher rates remain unallocated, the order of allocation will be suitably modified as per Corporation's requirement so as to see that quantities of States get allocated.

The Corporation's decision w.r.t process of order distribution will be final and binding on all bidders.

### **3.8 Trial batch for inspection:**

Vendors on issuance of work order shall be asked to manufacture a trial batch of 500 cylinders.

They shall ensure necessary manufacturing/inspection facilities and offer the trial batch for inspection to the entire satisfaction of the Corporation within ONE month of receipt of work order / CALL UP order, failing which necessary price reduction as mentioned in the contract agreement shall be taken. Also, after expiry of the normal scheduled delivery date (in case non-supplies), pruning of pro-rata quantity, i.e. contract qty/6 months shall be effected each month till the 500 cylinders get supplied.

Corporation's decision in this matter will be final & binding on all vendors.

On successful clearance of above trial batch and inspection of manufacturing / inspection facilities by Corporation / Oil Industry, vendors will be considered for placement of regular contract as per allocation.

**List of abbreviations used:**

- The terms “IOCL”, The Corporation, the Company and Owner in the appropriate context means Indian Oil Corporation Limited.
- The term “RATE CONTRACT” means the agreement for supply of goods/ materials between Owner and successful bidder, for a fixed period of time (i.e till validity of Rate Contract, with no commitment of contractual quantity) on mutually agreed terms and conditions. The actual supply of goods/ materials shall take place only on issue of separate purchase orders for required quantity as and when required by Owner.
- The term “SAIL” in the appropriate context means Steel Authority of India Ltd.
- The term “TISCO” in the appropriate context means Tata Iron and Steel Company Ltd.
- The term “ESSAR” in the appropriate context means Essar Steel Ltd.
- The term “LLOYDS” in the appropriate context means Lloyds Steel Industries Ltd
- The term “SSP” in the appropriate context means Salem Steel Plant
- The term “ISPAT” in the appropriate context means ISPAT Industries Ltd.
- The term “JINDAL” in the appropriate context means Jindal Vijayanagar Steels Ltd.
- The term “PESO” in the appropriate context means Petroleum and Explosive Safety Organization.
- The term “BIS” in the appropriate context means Bureau of Indian Standards.
- The term “OITC” in the appropriate context means Oil Industry Technical Committee.
- The term “OMC” in the appropriate context means PSU Oil Marketing Companies viz. M/s Indian Oil Corpn. Ltd, M/s Bharat Petroleum Corpn. Ltd., and M/s Hindustan Petroleum Corpn. Ltd.
- The term “UT” in the appropriate context means Union Territory
- The term “PSU” / “PSU Oil Company” in the appropriate context means Public Sector Undertaking Oil Marketing Companies
- The term “PSE” in the appropriate context means Central Public Sector Enterprise
- The term “LoI” in the appropriate context means Letter of Intent
- The term “PO” in the appropriate context means Purchase Order
- The term “PR” in the appropriate context means Price Reduction
- The term “dormant vendor” in the appropriate context means vendor who has not supplied to OMCs during last 3 years
- NDC means Net Delivered Cost

**TERMS & CONDITIONS OF AGREEMENT****INDIAN OIL CORPORATION LIMITED****AGREEMENT FOR PROCUREMENT OF 33.3 LTS. WATER CAPACITY LPG CYLINDERS AS PER IS – 3196 (PART I) USING HIGH STRENGTH STEEL CONFIRMING TO IS:15914 WITH SC VALVES**

Articles of Agreement made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_ between the INDIAN OIL CORPORATION LIMITED, Corporation incorporated under the Indian Companies Act I of 1956, being an Undertaking of the Government of India and having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Bombay-400 051, hereinafter referred to as '**The Corporation**' on the one part and M/s \_\_\_\_\_ Sole Proprietor/ Partnership Firm / Private / Public Limited Company registered under \_\_\_\_\_ and having its Office at \_\_\_\_\_ hereinafter called '**The Seller**' which expression shall be deemed to include the Seller's successors (approved by the Corporation), representative, heirs, executors and administrators on the other part, **WHEREAS** the Corporation is desirous of obtaining certain Equipment / Materials specified in the attached schedule and / or Purchase Order and **WHEREAS** the Sellers have agreed with the Corporation for the supply of the said stores specified in the said schedule upon certain terms and conditions hereinafter provided and **WHEREAS** the parties are desirous of reducing to writing the terms and conditions of the contract on which the Sellers have agreed with the Corporation for the supply of the said Equipment/Materials, **NOW IT IS HEREBY AGREED** by and between the parties hereto as under :

**1.0. CYLINDERS TO BE SUPPLIED:**

The successful bidders on whom Purchase Order is placed shall duly supply **33.3 Lts water capacity (14.2 KG) HTS** LPG Cylinders along with supply of SC valves and fitting the same onto the cylinders to the Corporation as per the all inclusive Net Delivered price and delivery schedule specified in the Purchase Order placed by the Corporation.

**2.0 SECURITY DEPOSIT CUM PERFORMANCE GUARANTEE:**

- 2.1 The successful bidder shall within 15 days of placement of order deposit with Corporation, Security deposit cum Performance Guarantee.

Security Deposit cum Performance Bank Guarantee (SD cum PBG) shall be 3% of contract value or Rs 10.0 lac whichever is lower, through **ePayOne** portal. Tenderer may use the link "<https://epayone.indianoil.in/home>" and complete the registration in the ePayOne portal using their SAP vendor code. User guide is available in the ePayone Portal under option "Need Help". Thereafter, the tenderer is required to make online payment using "New payment Option".

Security Deposit cum Performance Bank Guarantee submitted will be retained for 33 months from the date of LOI which can be further extended depending on the last date of supply as intimated by Corporation.

In case, repeat purchase order is placed by the Corporation, SD cum performance guarantee collected towards Original purchase order shall be considered with necessary amendments, towards SD cum performance guarantee for Repeat purchase order.

- 2.2 The security deposit cum performance guarantee amount will be refunded only after the expiry of Performance guarantee period of the LPG Cylinders supplied by the party. No interest is payable by the Corporation on the Security deposit cum Performance Guarantee so collected. The Corporation shall be entitled to deduct from their deposit any loss or damage which the Corporation may be put to by reason of any act or defective LPG Cylinders or Price reduction or any other liabilities or default recoverable by the Corporation from the successful tenderer and to call upon the successful tenderer to maintain the deposit at the original limit by making further deposits.
- 2.3 First supply against the order placed on the successful tenderer shall be construed as acceptance of all terms and conditions of the order.



**3.0 GUARANTEE:**

- 3.1 The LPG Cylinders with SC valves shall be guaranteed by the successful tenderer for a period of 24 months from the date of supply, against manufacturing defects.
- 3.2 In the event of manufacturing defects being detected within the guarantee period, the successful tenderer will be directly informed in writing by the concerned Plant / Office. The successful tenderer will have the choice to inspect the LPG Cylinders at the concerned Plant within thirty days of despatch of such intimation, at their own cost. After inspection of the defective cylinders those cylinders which can be repaired shall be handed over to the manufacturers for rectification of defects at Plant. The manufacturer shall carry out the necessary rectification at the Plant level itself. Also, an amount of Rs. 30/- per defective cylinder shall be levied to cover the administrative cost. This is in addition to carrying out rectification / cost recovery of rejected cylinders.
- 3.3 In case the manufacturing defects noticed in the defective cylinders are beyond rectification, the Plant shall de-shape such cylinders. The Corporation shall recover cost of cylinders so de-shaped from the successful tenderer's pending bills/ Security Deposit cum Performance Guarantee. Scrap generated by deshaping cylinders shall not be handed over to the successful tenderer or any cost adjustment done on account of the same.
- 3.4 In case the manufacturer fails to rectify the defects noticed in the cylinders identified as defective, within 60 days from the date of intimation, the Corporation shall have the right to recover the cost of cylinders prevailing on the date of recovery or original cost whichever is higher from cylinder bills and /or Security Deposit cum Performance Guarantee.

**4.0 SET OFF:**

- 4.1 Any sum of money due and payable to the successful tenderer (including the security deposit returnable to him) under this Contract may be appropriated by the Corporation against any claim arising under any Contract against the successful tenderer.

**5.0 PRICE:**

- 5.1 The all-inclusive Net Delivered Price (NDP) of the 14.2 Kg HTS LPG Cylinders as finalized shall be firm for the contract period. **However, Escalation / De-escalation shall be payable** as per clause 5.3 below.
- 5.2 The price payable per cylinder in a particular month shall be calculated by adding escalation (or subtracting de-escalation, as the case may be) for that particular month to the basic price.

**5.3 Escalation/de-escalation Clause:**

Price escalation/de-escalation in the basic price shall be calculated as per the formula given below:

$E_M =$	$E_M = [ SP_M - SP ] / Y + SCV$	
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where  $E_M$  is escalation/de-escalation payable per cylinder **in a particular month** (Rs.).

$SP_M$  is the **average** of **ALL** the "AvgPrice of Flats HR 2.5 – Tube Grade at Mumbai in INR/Tonne EXW of origin India" published by "SteelGuru" **from 26<sup>th</sup> of previous month to 5<sup>th</sup> of the particular month** for which escalation/de-escalation is being determined.

**Example:** If Steel Guru publishes steel prices (for the type mentioned above) on 28<sup>th</sup> July, 30<sup>th</sup> July, 1<sup>st</sup>, 2<sup>nd</sup> and 5<sup>th</sup> of Aug., then average of all these prices i.e. Sum of rates published on 28<sup>th</sup> July, 30<sup>th</sup> July, 1<sup>st</sup>, 2<sup>nd</sup> and 5<sup>th</sup> of Aug / 5 and so on, shall be considered for giving escalation/ de-escalation on a/c steel in cylinder price, effective for the entire month of December.

**SP – Rs.60,142.86/- per MT** (it is the average of “AvgPrice of Flats HR 2.5 – Tube Grade at Mumbai in INR/Tonne EXW of origin India” published by “Steel Guru” during the period **26<sup>th</sup> of Jan’23 to 5<sup>th</sup> of Feb’23**).

Y is the notional yield of **68** cylinders / MT for 14.2kg HTS Cylinders considered only for the purpose of escalation/ de-escalation and arrived at after taking into account the yield patterns of body and matching steel.

SCV is the escalation/de-escalation on account in the price of SC Valves.

Price escalation/de-escalation in the basic price of SC Valve shall be based on the changes in the Basic price of ‘Brass’ (Item) ‘1810’ (series Id) ‘Sheet Cutting’ (size) declared by M/s. Steel Guru and determined as per the following formula:

For every one rupee increase or decrease or part thereof in the basic price of ‘Brass’ (Item) ‘1810’ (series Id) ‘Sheet Cutting’ (size) declared by M/s. Steel Guru, the unit basic price of the SC Valve will increase or decrease proportionately @ Rs.0.22/Kg (twenty two paisa) plus applicable GST on SC Valve @ GST rate applicable for raw material less GST rate on SC Valve actually payable by the successful tenderer in that particular month in case the latter is less than the former; otherwise zero.

Price escalation/de-escalation on SC valve shall be determined every month, based on the ‘Brass’ (Item) ‘1810’ (series Id) ‘Sheet Cutting’ (size) avg. Price of Mumbai, India” published by “Steel Guru” from 26<sup>th</sup> of previous month (to 5<sup>th</sup> of the particular month for which escalation/de-escalation is being determined).

Base rate of BRASS for the period **26<sup>th</sup> Jan’23 to 5<sup>th</sup> Feb 2023 is Rs 5,30,857.14/- PER MT.**

The above-mentioned escalation/ de-escalation formula takes into account the effect of changes in the price of ‘Brass’. Escalation/ de-escalation on any other account will not be permitted.

Price escalation/de-escalation as calculated above, shall be administered only if it is more than (+/-) Rs.5.00 per cylinder (considering the variation in steel as well as Brass) as compared to the month it was last given. Otherwise, the previous revised rates would continue

For the purpose of escalation/De-escalation during the contract period, the base price for comparison will always remain the same and the escalation or de-escalation shall be arrived as mentioned above.

**Base price for calculation of escalation/de-escalation shall be based on the Steel and Brass prices of February 2023.**

In case of amendments or change in the structure or change in the rate of GST on sale of **33.3 Lts water capacity (14.2 Kg) HTS LPG Cylinders** during the validity of the contract, the same shall be adjusted/ reimbursed at actual.

During pendency of contract, in case of formation of new states out of a state for which contract is placed, any amendment in GST applicability shall be adjusted/ reimbursed w.r.t. the existing rate of original state.

#### **5.4 COMPLIANCE OF REGULATIONS:**

The successful tenderer warrants that all goods/ materials covered by this order have been produced, sold, dispatched, delivered and furnished in strict compliance with all applicable State & Central Laws & Regulations, labour agreement, working condition, technical codes & statutory requirement (whether tax or otherwise) as applicable from time to time. The successful bidders shall indemnify the Corporation against any claims, actions, damages, cost & expenses that may be raised by statutory authorities due to failure of the successful tenderer to comply with any of statutory obligations, compliance of laws, statutes, rules or regulations etc., The Corporation also reserves the right to recover any payments that may have to be made on account of discrepancies as above from the Security Deposit/ outstanding payments on hand.

**6.0 PAYMENT:**

- 6.1 Payment shall be released by the corporation to bidders on “best effort” basis after receipt of material at site on the 15th day of receipt of all documents (as required for clearing payment). Payments shall be done through Real Time Gross Settlement (RTGS)/ National Electronic Fund Transfer basis (NEFT) basis only.

TReDS (Trade Receivables Discounting System) – available for MSE bidders.

Those successful bidders desiring to avail an “**Early Payment Facility**” can send a request letter for consideration by the corporation. The interest rate chargeable on the early payments done would be 2% above the SBI PLR rate, as declared from time to time.

- 6.2 The following documents should be submitted along with the invoice:

**a. To State Offices:**

- i. Face sheet & Invoice mentioning the GRN no, and actual date of receipt of material at the plant.
- ii. Copy of delivery challan (Tax invoice) of the consignment.

**b. To Plant:**

- i. Lorry Receipt
- ii. Packing List & Test certificate
- iii. Proof of the acknowledged copy of application to PESO along-with proof of payment made to PESO for obtaining filling permission. (\*)
- iv. Only upon submission of the documents mentioned from i) to iii) in Plant shall the GRN be generated in plant and advised to the supplier. Hard copy of the GRN will also be maintained at plant.

(\*) On receipt of Filling permission from PESO, the same will be submitted by vendor with one copy to locations where cylinders are supplied and another copy to Head Office.

- 6.3 **Payment shall be released at the base rates finalized/contracted plus/minus the escalation /de-escalation** firmed up month-wise. **Base rates have been considered as of Feb’23.**

**7.0 QUALITY CONTROL / SUSPENSION:**

- 7.1 The successful tenderer is required to strictly adhere to the quality control/inspection procedures by Bureau of Indian Standards and Chief Controller of Explosives, and advice given by the Corporation, Oil Industry Technical Committee (OITC) from time to time.

Stage-wise inspection should be carried out as per scheme of testing of BIS and minimum skilled manpower required at each stage of inspection should be employed by the manufacturer.

The in charge of quality control & production department and their subordinates should possess minimum qualification of diploma in Engineering. These key persons looking after critical aspects of production and quality control of LPG Cylinders should not be changed without permission of BIS, PESO and the Corporation.

Similarly, any change in the Plant & Machinery should be with prior approval of BIS/CCOE and the Corporation. Any change in the name of the firm/ location/ management/ BIS, PESO License should be with prior approval of Corporation.

- 7.2 In case any lapse in quality is detected by members of OITC or by officers/ representatives of the Corporation, or during the testing at LPG Equipment Research Centre(LERC) , Bengaluru or if any lapse is reported by any statutory authority, like first fill leak, quality complaint from any source, malpractice detected by any authority etc., the Corporation reserves the right, without prejudice to the other provisions of the Contract, to take action as per the “ Quality Discipline Guidelines (QDG)” at any time during the currency of the Agreement.

- 7.3 Any action under QDG / Suspension will be intimated in writing through mail, fax or Regd Post. either by the Corporation Or by OITC to successful tenderer. On receipt of suspension order successful tenderer shall carry out detailed analysis/ investigation of various factors responsible for failure of the cylinder.
- 7.4 As and when the vendor is suspended, the allocations/ callup Purchase orders to the extent of undelivered quantities will be reallocated at the discretion of Corporation. Extra cost if any borne by IOCL during reallocation will be recovered from such suspended vendor.
- 7.5 Meanwhile, corrective action to be taken for a particular type of failure should be identified and implemented by the successful tenderer. The successful tenderer shall submit the report duly verified by BIS for revocation of suspension to the Corporation.
- 7.6 The successful tenderer will be required to complete all actions necessary to obtain clearance from Corporation/ OITC for resumption of production and despatch at the earliest but not later than 30 days from the date of suspension.
- If the clearance is not obtained from Corporation/ OITC within the said period of 30 days, the Corporation shall have the rights solely at its discretion to cancel the remaining order quantity, without prejudice to any other right as may be available to the Corporation both under law and the contract terms contained in this agreement for the recovery of the damages.
- 7.7 If the successful tenderer is a common supplier for one or more OMCs, and in the event of their suspension by one OMC, then it shall be construed as suspension by other OMCs also. However, revocation will be done by individual OMC.
- 7.8 Despite the order of suspension, the successful tenderer produces and/or despatches any LPG Cylinders, the Corporation shall be entitled to refuse taking delivery of such items and the successful tenderer shall not be entitled to claim any damage or compensation for any loss that may occur to him, from the Corporation. In such cases Corporation shall take necessary action which may be deemed fit against the successful tenderer including withdrawal of approval for manufacturing LPG cylinders for the corporation.
- 7.9 Fresh monthly schedules will be released only after revocation of the suspension.
- 7.10 Without prejudice to the other provisions of the Contract, IOCL reserves the right to order suspension of production and supplies of the Cylinders by the successful tenderer in case any lapse in quality is detected by members of OITC or by officers/ representatives of IOCL (like first fill leak), or if any lapse is reported by any statutory authority, quality complaint from any source, malpractice detected by any authority etc. at any time during the currency of the Agreement.

#### **8.0 ALLOCATION OF QUANTITIES:**

The methodology adopted for allocation of quantities during execution of contract is only indicative and not exhaustive. Corporation reserves right to alter the same based on its own requirement. Further, following conditions are also prescribed:

- 8.1 The requirement against this tender is for a quantity of **5 Lakh nos. of 33.3 Lts water capacity (14.2 KG) HTS LPG** Cylinders which is a notional quantity.
- 8.2 The order quantity/ validity may be modified, or contract may be foreclosed by the Corporation under the following circumstances:
- a) Requirement not matching the ordered quantity.
  - b) Corporation has received lower rates in subsequent tender and thus has option to take lower rate.
  - c) Market rate of **33.3 Lts water capacity (14.2 KG) HTS** LPG Cylinders has fallen among the PSU Oil companies.
  - d) Any other circumstances in the interest of Corporation.

- 8.3 This is basically a rate contract and quantities are not guaranteed. The Corporation reserves the right to either increase or decrease the quantity in any State at their sole discretion at the same terms and conditions of the initial order. The essence of the contract is to maximize positioning of equipment in line with requirement and also shall capture performance of vendors during execution of contract
- 8.4 Tender may be cancelled partially or fully State-wise also depending on the reasonability of rates at the sole discretion of the Corporation. The State-wise quantities are also tentative and can be reallocated to other states as per the states requirement from time to time.
- 8.5 The State-wise contracted quantities to vendors are tentative. The originally contracted quantities of vendors are likely to undergo change during execution/ validity of contract by way of allocation/ reallocation of quantities among vendors to meet Corporation's requirement.
- 8.6 During execution of contract, normally, monthly schedules will be issued State-wise to Vendors to the extent of 125% of prorated quantity (prorate quantity = contract quantity/ 6 months). Corporation, at its discretion, may change both the periodicity of schedules and the schedule quantity depending upon requirement in various States as well as vendor's performance against previous schedules. However, certain States may require additional quantities more than the monthly prorated quantity. In such cases to meet the corporation's additional state's requirement, the Corporations will formulate a suitable methodology which will be binding on the bidders.
- 8.7 The limitation on order quantity / quoted States will not be applicable during execution of contract.
- 8.8 **Pruning and Re-allocation:**
- a. Normally a period of one month is given to vendors to supply the cylinders. Thereafter an extension of maximum one more month is given after applying price reduction.
  - b. In the event of delay beyond a month from the scheduled delivery date, a price reduction including GST of 5% including GST of applicable rates shall be charged on the entire undelivered quantity. Such undelivered quantity will be identified state/plant-wise and shall be pruned and reallocated.
  - c. However, if some quantities have been dispatched by a vendor before completion of one month from scheduled delivery date and is in transit then such qty shall not be pruned even after completion of the said period, provided the vendor submits copy of invoice and LR for that consignment. Corporation shall not accept any quantity dispatched after the completion of a month from scheduled delivery date. The undelivered quantity less quantity in transit as explained above, will be pruned and reallocated in the following manner.
  - d. The State-wise contracted quantities to vendors are tentative. The originally contracted quantities of vendors are likely to undergo change during execution/ validity of contract by way of allocation/ reallocation of quantities among vendors to meet Corporation's requirement.
  - e. Additional orders arising out of reallocation of pruned quantities shall be offered to performing bidders, provided they meet the following conditions:

**iii. They are performing satisfactorily under the current contract.**

**iv. They are willing to supply this additional quantity at L1 rate of the state(s) in which the quantities have to be supplied.**

Pruned quantity in each state would be suitably allocated amongst one or more bidders who are ready to accept the offer for additional supplies, as above.

The reallocation of pruned quantities would be done as and when required. For this purpose, the performing bidder would be the one who -

- c) Has supplied the entire called off quantity under the running contract OR The difference between his total contract quantity and the total cylinders actually delivered by that bidder and divided by the months left in the contract period, is less than the maximum supply made by the bidder in any month during the contract period.

d) Defaulting bidders against whom pruning is being done shall not be considered for re-allocation.

Additional quantity allocated to bidders due to pruning and re-allocation or risk purchase and re-allocation is over and above the initial allocated quantity of the bidder.

Performance till the month previous to the one in which the offer for additional quantity is being made, would be considered for determining this eligibility under (a) & (b).

The corporation decision in regard to Pruning & Reallocation on case-to-case basis and the methodology followed shall be final.

Pruned quantity in each state would be equally allocated amongst all the performing bidders who are ready to accept the offer for additional supplies at L1 rate, as above, subject to condition explained below.

However, in case the additional order per bidder calculated as above, becomes an unviable quantity (i.e. less than 300 cylinders per bidder) then total requirement for that state/plant would be distributed amongst lesser number of bidders such that minimum order on a bidder is 300 cylinders. Qualifying bidders eligible for order shall be chosen in the ascending order of contract quantity allotted to them in the running contracts.

For this purpose,

Allotted Contract qty = Original Contract qty + contract qty added on a/c of previous re-allocation due to pruning - pruned quantity of the bidder.

The State-wise contracted quantities to vendors are tentative. The originally contracted quantities of vendors are likely to undergo change during execution/ validity of contract by way of allocation/ reallocation of quantities among vendors to meet Corporations requirement:

- From Non performing vendor to performing vendor within same state or to different states.
- Within same vendor from one contracted state to another contracted state.
- Any other reason to meet Corporations requirement.

8.9 The subject clause on Allocation may be reviewed/ modified at Corporation's discretion during pendency of contract.

8.10 While awarding the contract, the total quantity allocated to each vendor is limited to the Maximum Order Allocation / offer quantities of that vendor. During execution based on Corporation's requirement this limit may be exceeded.

8.11 All successful bidders are required to give the following details by email to [qramgade@indianoil.in](mailto:qramgade@indianoil.in) by 3<sup>rd</sup> working day of the subsequent month.

State	Call up PO number.	Call up PO Qty for the month	Qty supplied during the month	GRN NO	Qty despatched in transit (Delivery challan Number & date of despatch)	Anticipated despatch for balance qty.	Reasons for default (if any)

The above statement should also include the details of action plan for making up the defaulted quantities. In the event of non-submission of such statements, Corporation at its sole discretion may take appropriate action and even stoppage in processing of their bills.

**9.0 DELIVERY SCHEDULE:**

- 9.1 Based on the requirement, the Corporation will be placing supply schedules from time to time. The successful tenderer shall supply LPG cylinders within the delivery schedule. The date of receipt of material at Corporation's locations/ Hospitality locations shall be considered as the date of completion of supply.

**9.2 PRICE REDUCTION CLAUSE FOR LATE DELIVERY:**

In the event of non-supply of cylinders within the stipulated period of one-month from the date of call-off/call-up, a price reduction (delayed delivery charges) @ 1/3% for each day of extension (or part thereof) subject to a maximum 5%.

In the event of delay beyond a month from the scheduled delivery date, a penalty of 5% shall be charged on the entire undelivered quantity and such quantity shall be pruned and if required, will be reallocated and the defaulting bidder shall also be liable to pay the additional cost, if any, incurred by the corporation to procure this quantity from an alternate source.

If the successful bidder informs the Corporation about their inability to supply the material within 7 days of placing of call-off/PO then penalty of @ 2% shall be charged on the quantity surrendered. This surrendered quantity shall be pruned & if required, will be reallocated.

Payment for supplies shall be made at the rate on which call-offs/PO/allocations have been issued and date of delivery shall be irrelevant for the purpose of deciding the rate of LPG Cylinders. This shall also apply to cases where time extension for delivery has been granted by the Corporation.

**10.0 RISK PURCHASE:**

- 10.1 IOC reserves the right to curtail or cancel the order either in full or part thereof if the vendor fails to comply with the delivery schedule, and other Terms and conditions of the purchase order. Risk purchase shall be resorted to where the other vendors do not agree to supply the cylinders at the tender finalized NDP rates for the States where default in supplies has occurred. IOC also reserves the right to purchase same or similar material through other sources at the entire risk, cost and consequences of the successful tenderer.

- 10.2 The risk purchase for such states shall be operated as per the **example as given below:**

N.D.C. of State X = Rs. 1100/-  
N.D.C. of State Y = Rs. 1200/-

Say default has occurred in State Y and Vendors supplying to State X has agreed to supply extra quantity of cylinders, over and above the schedule quantity. The rate of transportation from a Bottling Plant in State X to a Bottling Plant in State Y is Rs. 250/-.

Then the amount to be recovered from the defaulting vendor shall be (Rs 1100 + Rs 250) - Rs 1200 = Rs 150/-.

However, the reasonability of extra transportation rate is at the sole discretion of the Corporation.

Over and above this risk purchase amount, the pruning and price reduction amounts as enumerated in 9.0 above shall also be levied on the defaulted vendor. GST on any such recoveries shall be to vendor's account.

- 10.3 This clause is without prejudice to the Price Reduction clause given above. For making up supplies to States where a default has arisen due to shortfall in making supplies by the existing vendors, supplies to such states will be taken from the other vendors supplying to the other States against the contract.

**11.0 Trial batch for inspection:**

Vendors on issuance of work order shall be asked to manufacture a trial batch of 500 cylinders.

They shall ensure necessary manufacturing/inspection facilities and offer the trial batch for inspection to the entire satisfaction of the Corporation within ONE month of receipt of work order / CALL UP order, failing which necessary price reduction as mentioned in the contract agreement shall be taken. Also, after expiry of the normal scheduled delivery date (in case non-supplies), pruning of pro-rata quantity, i.e. contract qty/6 months shall be effected each month till the 500 cylinders get supplied.

Corporation's decision in this matter will be final & binding on all vendors.

On successful clearance of above trial batch and inspection of manufacturing / inspection facilities by Corporation / Oil Industry, vendors will be considered for placement of regular contract as per allocation.

**12.0 LPG VALVES:**

- 12.1 Self-closing LPG valves conforming to IS 8737 shall be supplied by the successful tenderer as per the detailed specification given in **Annexure 7. The SC valves are to be procured from vendors having valid CCOE approval & BIS license.**
- 12.2 The successful tenderer shall fix the valves on the cylinders using PTFE Tape of Champion brand or equivalent, approved brand by Corporation/OITC
- 12.3 Each valve will be supplied with a safety cap with spring and nylon cord of adequate strength, which is to be tied up at the base of one of the vertical stays. **Successful tenderer shall not despatch any cylinder without safety cap on the valve.**

**13.0 RAW MATERIAL:**

- 13.1 In respect of the components which are required for the manufacture & supply of LPG Cylinders with SC valves, the successful tenderer shall from time to time during the currency of this Contract inform the Corporation, the list of such items including the names and addresses of the suppliers of such items and the measures taken for ascertaining the quality assurance of such items.
- 13.2 However for components like Foot Ring / Vertical Stays etc the manufacturer shall ensure in house fabrication of the same and shall not get the same fabricated from outside, without the permission of the Corporation.
- 13.3 The successful tenderer is exclusively responsible for procurement of all raw materials conforming to applicable specifications to meet the supply as per contracted delivery schedule.
- 13.4 Corporation reserves the right to specify the vendors from whom raw materials and components shall be procured. In all such cases Cylinder manufacturers shall procure raw materials and components from such Industry approved parties only.

**14.0 INSPECTION:**

- 14.1 As per statutory requirement, the successful tenderer shall prepare Test Certificates, duly signed by BIS. The Corporation reserves the right without prejudice to its rights under any of the provisions contained in the Agreement to inspect the LPG Cylinders with SC valves at the successful bidders' works either through their officials or a third-party inspection agency appointed by IOC for the purpose. All required facilities shall be provided by the successful tenderer at his costs for such inspections.



**15.0 TEST CERTIFICATES:**

- 15.1 As per statutory requirements, the successful tenderer shall prepare four copies of test certificates for cylinders with SC valves to be supplied, duly signed by the BIS. The distribution of copies is as under:

<b>COPY</b>	<b>TO</b>
Original Certificates with a list of Serial Numbers of cylinders dispatched	Consignee (Plant)
Second Copy	CCOE(PESO)
Third Copy	Office Copy.

- 15.2 The test certificates should be prepared and sent to CCOE, Nagpur without accumulation. The successful tenderer is required to follow-up with CCOE for obtaining necessary certificates permitting filling of cylinders within reasonable time.
- 15.3 The successful tenderer is fully responsible for obtaining BIS test certificates, CCOE filling permissions for the cylinders supplied by them at their own cost.

**16.0 DESPATCHES:**

- 16.1 All the LPG Cylinders with SC valves will be despatched by the successful tenderer by Road on freight pre-paid basis, in accordance with the instructions issued by the Corporation from time to time. The consignments shall be sent on door delivery basis including unloading and stacking at the receiving location.
- 16.2 The successful tenderer shall undertake transportation of LPG Cylinders with SC valves through established and reliable common carrier. The successful tenderer, in their own interest may take out insurance cover for each and every consignment to take care of any transit loss, damage, shortage etc at their own cost. No payment shall be made by the Corporation towards insurance to the successful tenderer.
- 16.3 Adequate protection by way of proper packing, etc. shall be taken by the tenderer to ensure that the cylinders reach the destination without any scratches or damage.

**17.0 TEMPORARY STOPPAGE:**

- 17.1 In case of temporary inability of the Corporation to accept LPG Cylinders, the Corporation shall not be held responsible for any loss/storage charges that the successful tenderer may have to sustain, and the Company shall not be required to make any payment towards the LPG Cylinders already manufactured or any other payment on account of inventory carrying cost.

**18.0 OBLIGATION TO SELL TO PUBLIC SECTOR CORPORATION ONLY:**

- 18.1 The successful tenderer shall not engage in the manufacture, sale and supply of HTS LPG Cylinders of **33.3 Lts water capacity (14.2 KG)** to any individual, firm or any company other than the three public sector oil companies engaged in Marketing of LPG during the currency of this Agreement.
- 18.2 The successful tenderer shall fulfill the commitments of Corporation on first priority.
- 18.3 The successful tenderer shall also not export LPG Cylinders manufactured by him except with the prior approval of the Corporation in writing.
- 18.4 Disposal of scrap arising out of the manufacturing process will not be covered under the above provisions. All scrap arising out of the manufacturing process including whole LPG Cylinders which are rejected (while testing/ certification) and LPG Cylinders rejected by the Corporation may be disposed off by the successful tenderer only after ensuring that such items are deshaped in the presence of BIS Officer/ Corporation official so that the same cannot be used. The successful tenderer shall maintain proper records of all such rejections.

- 18.5 The successful tenderer should strictly comply with provisions of latest LPG control order 2000 and Gas Cylinder Rules 2016 and latest, so also any statutory provisions.

**19.0 PRICE PROTECTION CLAUSE:**

The price charged for the LPG cylinders to be supplied under the contract by the successful tenderer shall in no event exceed than the lowest price at which the successful tenderer sells the LPG cylinders of same capacity to any other PSU OIL Company against any contract entered into during the pendency of the contract awarded pursuant to this tender. If at any time during the pendency of the contract, the successful tenderer sells LPG cylinders of same capacity to any other PSU Oil Company at a price lower than the price charged under the contract to IOC, such successful tenderer shall forthwith notify to IOC such reduction in price. In such event the price payable by IOC for the said material shall stand correspondingly reduced forthwith from the day on which such sale is effected by the successful tenderer to other PSU oil Company. However, this Price protection clause shall not affect either party's rights or obligations under the contract.

**20.0 TERMINATION:**

Notwithstanding anything contained in the Contract, the Corporation shall have the right to terminate the Contract upon or at any time of the happening of any of the following events:

- 20.1 If the successful tenderer shall commit a breach of any of the terms and conditions of the contract and fails to remedy such breach within 15 (fifteen) days of the receipt of the written notice from the Corporation in regard thereto.
- 20.2 (a) On the death or bankruptcy of the successful tenderer if he be an individual.
- (b) On the dissolution of the firm if the successful tenderer happens to be the Partnership firm.
- (c) Liquidation, whether voluntary or otherwise, or the passing of an effective resolution for winding up of the business of the successful tenderer if it be a company.
- (d) On selling off the facilities or assets to any other individual or company.
- 20.3 If any attachment is levied or continues to be levied for a period of fifteen days or more upon the effects of the successful tenderer or of any individual or partner of the successful tenderer's firm.
- 20.4 If it is established that the Cylinder manufacturer has been indulging in malpractice/ manufacture of spurious LPG Cylinders/unauthorized manufacturing of LPG Cylinders or on such other grounds that is considered by the Corporation to be in contravention to the contractual obligation. This may be in addition to the Financial penalties that may be imposed by the Corporation for such offences The Corporation's right to so terminate the contract shall be without prejudice to any other right and remedy available against the successful tenderer including the right for recovery of damages if any from the successful tenderer, and in the event of the Corporation so terminating the contract, the Corporation shall not be liable to pay any compensation or damages in consequence of such termination to the successful tenderer.
- 20.5 Cylinder units must have good track record and clear credential in the past. If any unit is found indulging in any unauthorized activities at any time, then the Corporation shall have the liberty to take appropriate action as deemed fit including rejection, termination immediately on receipt of such information.

**21.0 ASSIGNMENT/SUB-CONTRACTING:**

The successful tenderer shall not sublet the contract or assign any part of the order to any person/firm/company without prior written consent from the Corporation.

**22.0 ACQUIESCENCE OR WAIVER:**

- 22.1 Any acquiescence or waiver by the Corporation of any delay, breach or default committed by the successful tenderer shall neither be deemed to be or considered as estoppels against the Corporation or prevent the Corporation from exercising any of its rights under any of the provisions of this Agreement.

**23.0. ARBITRATION:**

- 23.1 If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement, such dispute or difference shall be resolved through arbitration as per the procedure mentioned herein below:
- a. The dispute or difference shall be referred to a sole arbitrator.
  - b. The arbitration shall be through Indian Council of Arbitration.
  - c. The Rules of the above-mentioned Institutional Arbitration Forum shall be applicable to the arbitral proceedings.
  - d. The Indian Arbitration and Conciliation Act 1996 and Arbitration and Conciliation (Amendment) Act 2015 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.
  - e. The seat of arbitration shall be at Mumbai
  - f. The proceedings shall be conducted in English language.
  - g. The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.
  - h. The following shall not be referred to arbitration:
    - a) Disputes having financial claims less than Rs. 5 lakhs.
    - b) Disputes, which can be referred to Appellate Authority under MDG or any other similar forum.
  - i. Notwithstanding anything contained herein above (except 'h'), upon arising of dispute the parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator including employee of Indian Oil Corporation Ltd.

**24.0 JURISDICTION:**

- 24.1 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 be filed in the concerned courts in the aforesaid city only.

**25.0 VALIDITY OF THE CONTRACT:**

- 6 months** from the date of placement of Order/Rate Contract/Purchase Order. The contract placed on successful bidders may be extended/repeated at sole discretion of corporation **for a further period of up to 6 months** including increasing the contract quantity calculated on prorata basis on repeat order basis, at the same terms and conditions. Escalation / De-escalation shall be admissible as per clause no. 5.3 of Annexure 5.
- 26.0 Manufacturer shall ensure that all the PESO approval, BIS License, statutory registration certificates & other relevant certifications are valid at any point of time during the contract period upto contract completion stage.
- 27.0 In case of any dispute in the interpretation of the terms and conditions of the tender, the decision of the Corporation shall be final and binding.

28.0 IOCL reserves the right to initiate action of "Holiday Listing", if a party:

- a. has indulged in malpractices such as bribery, corruption, fraud, pilferage, bid rigging/ price rigging, injury to reputation or property of the Corporation, acting dishonestly causing wrongful financial loss to the Corporation or wrongful gain to the Party.
- b. is bankrupt or insolvent or is being dissolved or has resolved to be wound up or proceedings for bankruptcy or liquidation or insolvency resolution process or winding up or dissolution have been initiated.
- c. has submitted fake, false, fabricated or forged documents/ certificates.
- d. has substituted materials in lieu of materials supplied by IOCL or has not returned or has short returned or has unauthorizedly disposed off materials/ documents/ drawings/ tools or plants or equipment supplied by IOCL.
- e. has obtained official company information or copies of documents, in relation to the tender/ contract, by questionable methods/ means.
- f. has violated and circumvented the provisions of laws including labour laws/ regulations/ rules, safety, environment norms or other statutory requirements.
- g. has indulged in construction and erection of defective works or supply of defective materials.
- h. has not cleared IOCL's dues.
- i. has committed Breach of Contract or has failed to perform a contract or has abandoned the contract.
- j. has not accepted Notice of Acceptance/ Letter of Acceptance/ Purchase Order/ Work Order after the same is issued by IOCL within the validity period and/ or as per agreed terms & conditions.
- k. After opening of Bid, the techno-commercially qualified and acceptable bidder withdraws/ revises his bid upwards within the validity period.
- l. has parted with, leaked or provided confidential/ proprietary information of IOCL to any third party without prior consent of IOCL.
- m. if the security consideration, including questions of loyalty of the party to the State so warrants.
- n. if the Director/ Owner of the party, proprietor or partner of the party is convicted by a Court of Law under process of law for offences involving moral turpitude in relation to its business dealings during the last five years.
- o. If the party uses intimidation/ threatening/ coercion or brings undue pressure on IOCL or its official(s) in acceptance/ performances of the job under the contract.
- p. Poor/unsatisfactory performance of the party in one or several contracts.
- q. Transgression of Integrity Pact for which in the opinion of IOCL makes it undesirable to deal with the party.
- r. Based on the findings of the investigation report of any investigative agency, Government Audit, any law enforcement agency or government regulator.
- s. If CBI, or any other investigating agency(ies) recommends such a course along with credible evidence in respect of a case under investigation and if a prima-facie case is made out that the party is guilty of criminal negligence or an offence involving moral turpitude in relation to business dealings which if established may result in business dealing with it being banned.
- t. Any other ground which in the opinion of the Corporation makes it undesirable to deal with the Party.

Note:

- 1. The grounds/reasons for holiday listing indicated above are merely illustrative.
- 2. For further details, please refer to [www.iocl.com](http://www.iocl.com)

## **29.0 FORCE MAJEURE:**

The Contract is subject to standard FORCE MAJEURE conditions set out hereunder:

- 29.1 If at any time during the continuance of the contract, the performance in whole or in part or any obligation of either party under the contract shall be prevented or delayed for a continuous period of more than seven days by reasons of any war, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, any order or decree of any Government or Governmental Authority or rationing, whether imposed by law, decree, regulation or voluntary co-operation of the Corporation the insistence or request of the MOP&NG or person purporting to act therefore (hereinafter referred to as EVENTS) then, provided notice of happening of any such event/s with supporting proof required therefore is given by either party to the

other within 15 days from the date of occurrence thereof, neither party shall by reasons of such event, be entitled to terminate the contract nor shall either party have any claim for damage against the other in respect of such non-performance or delay in performance, and the deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist.

29.2 In the event of any shortfall in the delivery of the LPG Cylinders due to occurrence of a force majeure event for a continuous period of 30 (thirty) days, Corporation may solely at their discretion reduce the total contracted quantity, to the extent of the quantities of LPG Cylinders which were agreed to be supplied during the existence of the force majeure conditions on a prorata basis, and the successful tenderer shall not be entitled to claim any damages from the Corporation on account thereof. Nor the Corporation shall be entitled to claim damages from the successful tenderer on account of non-delivery of such LPG Cylinders reduced from the total contracted quantity.

**30.0 CONFIDENTIALITY CLAUSE TO BE INCLUDED IN AGREEMENTS / CONTRACTS TO BE ENTERED WITH VARIOUS ENTITIES W.R.T. COMPLIANCE WITH INDIANOIL's INSIDER TRADING CODE**

During the contract / engagement the organization, its employees, agents, other contractors, sub-contractors and their employees, etc., may be exposed to certain unpublished price sensitive information (UPSI), that is not generally available and which upon becoming generally available is likely to materially affect the price of the securities issued by IndianOil. Such UPSI shall be held by the organization, its employees, agents, other contractors, sub-contractors and their employees etc., in strictest confidence and shall not be disclosed to any other party except on need to know basis and with the prior consent of IndianOil.

It is hereby further cautioned that, the organization, its employees, agents, other contractors, sub-contractors, their employees and immediate relatives thereof, should not trade in the securities of IndianOil while in possession of such UPSI or communicate such UPSI to any person except in furtherance of legitimate purposes, performance of duty or discharge of legal obligations. Any trades in securities of IndianOil, while in possession of any UPSI would be presumed to have been motivated by the knowledge and awareness of the UPSI and liable for penal action under this contract / engagement as well as under SEBI (Prohibition and Insider Trading) Regulations, 2015. It is therefore advised to familiarize with the "Code for Prevention of Insider Trading in the Securities of IndianOil", copy of which is hosted on the website [www.iocl.com](http://www.iocl.com).

Accordingly, it must be ensured that any UPSI, whenever received from the IndianOil,

- (a) shall be used solely for the purpose for which it is being disclosed;
- (b) shall be preserved and the secrecy of such information shall be maintained;
- (c) shall not be disclosed to any third party;
- (d) shall be kept securely and properly protected against theft, damage, loss and unauthorized access (including access by electronic means) by deploying means similar to those being used to secure their own confidential information;
- (e) to notify IndianOil immediately upon becoming aware that any of the confidential information has been disclosed to or obtained by a third party.

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

31.0 This tender is a framework agreement and order for supply shall be placed from the respective political States / UTs/ Locations, as the case may be as mentioned in the tender.

IN WITNESS WHEREOF the parties have executed these presents on the \_\_\_\_\_ day, of \_\_\_\_\_ month and \_\_\_\_\_ year herein above mentioned.

Signed and delivered by the  
Within named Vendor(s)

In the presence of

Signed and delivered by the  
duly constituted Attorney of Contracting  
Corporation.

In the presence of

**QUALITY DISCIPLINE GUIDELINES FOR LPG CYLINDERS****NON-CONFORMITIES IN LPG CYLINDER MANUFACTURING****1.1 Critical Quality Non-conformities**

Critical Quality Non-conformities are those quality defects that make the equipment unsafe for usage. These defects may be identified either at bottling plants during SQC/RQC/ or at LERC/BIS approved labs during routine tests or at Manufacturer's end during inspection of BIS cleared batch by OITC/OMC. These defects so identified shall warrant action as per terms mentioned in this guideline.

The quality defects that shall be considered as Critical Quality Non-conformities and that may render the cylinder unsafe are listed below:

- 1.1.1 First Fill leak at plants
- 1.1.2 Failure in Burst test (Burst Pressure or Volumetric Expansion)
- 1.1.3 Failure in Hydro-testing /pneumatic testing
- 1.1.4 Non-conformity w.r.t Water Capacity
- 1.1.5 Non-conformity w.r.t Minimum thickness
- 1.1.6 Dimensions of pressure parts not as per drawing

**1.2 Major Quality Non-conformities**

Major Quality Non-conformities are those quality defects that make the equipment unusable. These defects may be identified either at bottling plants during SQC/RQC/ or at LERC/BIS approved labs during routine tests or at Manufacturer's end during inspection of BIS cleared batch by OITC/OMC. The defects so identified shall warrant action as per terms mentioned in this guideline.

The quality defects that shall be considered as Major Quality Non-conformities and that may render the cylinder unusable are listed below:

- 1.2.1 Broken foot ring welding
- 1.2.2 Broken stay plate welding
- 1.2.3 Non uniform welding, chatter marks, weld overruns in Circumferential/ bung/foot ring/stay plate/VP ring Weld
- 1.2.4 Stay Plates not welded from both sides
- 1.2.5 Stay plate/VP ring assembly dimensions & marking not as per OMC drawing
- 1.2.6 Foot ring dimensions & markings not as per OMC drawing
- 1.2.7 Other OMC Cylinder or cylinder fitted with Other OMC foot ring
- 1.2.8 Bent / inclined stay plate
- 1.2.9 Bung eccentric / valve inclined on cylinders
- 1.2.10 Bung threads failing in gauging as per IS 15894
- 1.2.11 wrong/double markings/ overlapping marking on bung
- 1.2.12 Bung / stay plate eccentricity beyond the permissible limits
- 1.2.13 Cylinders having dent, dig, cut, bulge, wrinkle as per IS 13258
- 1.2.14 Damaged VP Ring or VP Ring type not as per specification
- 1.2.15 Variation in actual and punched tare weight on bung/stay plate or both by more than 100 gm
- 1.2.16 More than one cylinder with same serial number
- 1.2.17 Foot ring slots missing or not as per specifications
- 1.2.18 Cylinder dimensions (other than pressure parts) not as per the specifications given in OMC tender
- 1.2.19 Minimum Tare weight of cylinder not as per OMC specification

- 1.2.20 Any defect which involves hot work on the body of cylinder
- 1.2.21 Mismatch in test date/Cylinder Serial number/ Tare wt. punched on Stay plate & bung
- 1.2.22 Non-conformance w.r.t Acceptance test (yield, tensile and elongation), Face /Root bend test, verticality, foot ring thickness, ground clearance
- 1.2.23 Weep hole not as per the tender condition
- 1.2.24 Failure in macro examination at LERC /BIS Lab
- 1.2.25 VP ring joint is not at the center of the stay plate
- 1.2.26 Failure in Chemical analysis of material
- 1.2.27 Metallizing not done as per tender condition
- 1.2.28 Any other defect which makes the equipment unusable

### **1.3 Minor Quality Non-conformities**

Minor Quality Non-conformities are those quality defects that can be rectified and the equipment can be put to use. These defects maybe identified either at bottling plants during SQC/RQC/ or at LERC/BIS approved labs during routine tests or at Manufacturer's end during inspection of BIS cleared batch by OITC/OMC. The defects so identified shall warrant action as per terms mentioned in this guideline.

The quality defects that shall be considered as Minor Quality Non-conformities and that can be rectified are listed below:

- 1.3.1 Valve Bung thread joint leak
- 1.3.2 Painting quality not as per tender condition/drawing
- 1.3.3 Variation of 100 grams or more in stenciled wt. & actual wt
- 1.3.4 Stenciling of tare weight / safety slogans / Logo not as per approved drawing
- 1.3.5 Stenciling is smudged/illegible
- 1.3.6 Safety cap not fitted on valve / safety cap without nylon thread/safety cap not as per OMC Specifications & drawing
- 1.3.7 Valve over / under tightened. In case of over-tightened valve, valve is to be removed and to be provided with new valve at no extra cost to OMCs.
- 1.3.8 Illegible Bung / stay plate markings (where re-punching can resolve the issue)
- 1.3.9 Non-conformity w.r.t Paint thickness
- 1.3.10 Leakage from the body of the SC valve of cylinder
- 1.3.11 Cylinder with SC valve internal Part missing
- 1.3.12 SC valve without High quality O-ring procured from other than OITC enlisted vendors
- 1.3.13 Any other rectifiable defect

### **ACTION TO BE TAKEN UNDER THE QUALITY DISCIPLINE GUIDELINES – CYLINDERS**

The action has been proposed based on the different types of quality non-conformities observed. The action taken for critical quality non-conformities will always be on Oil Industry basis. The action taken for major and minor quality non-conformities will be on individual OMC basis. The action initiated by any one OMC on Industry basis for a critical quality non-conformity of the equipment identified in a particular manufacturing batch (Test date shall be used as reference) shall not warrant for a repeat action by another OMC for any critical quality non-conformity identified in any batch manufactured prior to the resumption advice. In all cases the quality non-conformity shall always be established thru Joint inspection done by the Manufacturer representative and the OMC/OITC representative. The instances will be considered always within 2-year tenure starting from 1st established instance.

The instances for Major and Minor Quality Nonconformity shall be counted based on the Batch number of the equipment.

Quality nonconformity established in Equipment supplied from the same batch to a single plant or multiple plants shall be considered as one instance.

However, the Cost of the defective equipment and commercial penalty shall be applicable for every non conformity.



**1.4 Critical:**

- a. **First instance:** Any established critical quality non-conformity will result in suspension of production and dispatch on oil industry basis for all category of LPG cylinders for a minimum period of one month from the date of issue of suspension letter. OITC/OMC team shall verify the corrective actions taken by the manufacturer based on the manufacturer's readiness and compliance.  
Revocation of suspension shall be done after one-month from the date of suspension subject to compliance of the observations made by the OITC/OMC team during their inspection and on approval of the revocation by competent authority. The revocation letter will only be issued if the PESO/BIS licence stands valid. Pruning of one month of total contract quantity (total contract qty/6) shall be done.
- b. **Second instance:** Any critical quality non-conformity established for a second time within 2 years from 1<sup>st</sup> instance will result in suspension of production and dispatch on oil industry basis for a minimum period of two months. OITC/OMC team shall verify the corrective actions taken by the manufacturer based on the manufacturer's readiness and compliance. Revocation shall be done after two months as per the process described in first instance. Pruning of two months of total contract quantity, i.e. [(total contract qty/6) \*2] shall be done.
- c. **Third instance:** Any critical quality non-conformity established for a third time within 2 years from 1<sup>st</sup> instance will result in holiday listing for 1 year. OITC/OMC team shall verify the corrective actions taken by the manufacturer based on the manufacturer's readiness and compliance. Revocation shall be done after 1 year as per the process described in first instance. Pruning of contract quantity (as available in the contract) shall be done.

**1.5 Major**

- a. **First instance:** The first established instance of any major quality non-conformity shall result in debit of commercial penalty/Administrative cost and cost of equipment for the number of defective equipment identified during Joint inspection from the bills/PBG/SD of the manufacturer.
- b. **Second instance:** Any major quality non-conformity established for a second time within 2 years of 1<sup>st</sup> instance shall result in debit of commercial penalty/Administrative cost and cost of equipment for the number of defective equipment identified during Joint inspection from the bills/PBG/SD of the manufacturer and shall also result in 5% reduction in the overall contract order quantity.
- c. **Third instance:** Any major quality non-conformity established for a third time within 2 years of 1<sup>st</sup> instance shall result in debit of commercial penalty/Administrative cost and cost of equipment for the number of defective equipment identified during Joint inspection from the bills/PBG/SD of the manufacturer and shall also result in 10% reduction in the overall contract order quantity.
- d. **Fourth and subsequent instance:** Any major quality non-conformity established for a fourth time within 2 years of 1<sup>st</sup> instance shall result in suspension for a minimum period of one month on Oil Industry basis and debit of commercial penalty/administrative cost and cost of the equipment for the number of defective equipment identified during Joint inspection from the bills/PBG/SD of the manufacturer. Revocation shall be done after one month as mentioned in clause 1.4 a. Pruning of one month of total contract quantity (total contract qty/6) shall be done.

## 1.6 Minor

- a. **First instance:** The first established instance of any minor quality non-conformity shall result in debit of commercial penalty/Administrative cost for the number of defective equipment identified during Joint inspection from the bills/PBG/SD of the manufacturer.
- b. **Second instance:** Any minor quality non-conformity established for a second time within 2 years of 1<sup>st</sup> instance shall result in debit of two times commercial penalty/Administrative cost for the number of defective equipment identified during Joint inspection from the bills/PBG/SD of the manufacturer and shall also result in 1% reduction in the overall contract order quantity.
- c. **Third instance:** Any minor quality non-conformity established for a third time within 2 years of 1<sup>st</sup> instance shall result in debit of three times commercial penalty/Administrative cost for the number of defective equipment identified during Joint inspection from the bills/PBG/SD of the manufacturer and shall also result in 3% reduction in the overall contract order quantity.
- d. **Fourth instance:** Any minor quality non-conformity established for a fourth time within 2 years of 1<sup>st</sup> instance shall result in debit of four times commercial penalty/Administrative cost for the number of defective equipment identified during Joint inspection from the bills/PBG/SD of the manufacturer and shall also result in 5% reduction in the overall contract order quantity.
- e. **Fifth and subsequent instance:** Any minor quality non-conformity established for a fifth time within 2 years of 1<sup>st</sup> instance shall result in suspension for a minimum period of one month on Oil Industry basis and debit of five times commercial penalty/Administrative cost for the number of defective equipment identified during Joint inspection from the bills/PBG/SD of the manufacturer. Revocation shall be done after one month as mentioned in clause 1.4 a. Pruning of one month of total contract quantity (total contract qty/12) shall be done.

## 4.0 PROCEDURE TO BE FOLLOWED:

The following procedure shall be adopted in post identification/establishment of defects.

### 4.1 For First Fill Leak cases at Bottling Plants:

- a. After stoppage of production and dispatch, the manufacturer shall carry out the Joint inspection at OMC Bottling Plants to witness the quality non-conformity. The Joint Inspection report will be signed by both the manufacturer and OMC officer.
- b. In all established cases, the manufacturer shall carryout radiography test of the point of leak to identify the cause of defect. The manufacturer shall then do root cause analysis for the defect and take corrective action at their unit to ensure that the same doesn't recur. The manufacturer shall then submit the following documents to OMCs for approval:
  - I. Root cause analysis report
  - II. Action taken report
  - III. Radiography report
  - IV. BIS acknowledgement for corrective action taken
  - V. The Proof of sending the cylinder to LERC
- c. Inspection will be carried out by OITC/OMC official for confirmation of corrective action taken by the Manufacturer.

- d. If FFL is not established or FFL is not attributable to the manufacturing process, the concerned OMC shall advise for resumption of production and dispatches on oil industry basis.
- e. In addition to the above, the Manufacturer shall provide OMCs with indemnity bond as per format given in tender/ or made available.
- f. OMC will then initiate the note for revocation after compliance of observations made during OITC/OMC inspection and the revocation letter shall be issued after receiving approval from the competent authority subject to the validity of BIS and PESO Licence.

**4.2 For all other critical quality non-conformities at BPs/LERC apart from FFL at BPs:**

- a. OITC/Competent OMC official will issue Suspension letter on oil industry basis to the Manufacturer with intimation to BIS. Manufacturer will be asked to stop production and dispatches to OMCs.
- b. OITC /Concerned OMC officer shall advise action to be taken on the manufacturer as per the QDG and the stock of that particular batch shall be treated as under:

In all cases where 100% joint inspection can be done at plant, The defective equipment to be segregated, the sound equipment identified during Joint inspection shall be put to use and the defective equipment identified shall be scrapped.

For all cases where 100% Joint inspection is not feasible at plants, the following methodology shall be followed: OITC/competent OMC official will advise OMC plant to send another sample of the same batch to LERC for repeating the test. The manufacturer/his authorized representative may witness the test at LERC for the second sample. In case second sample fails, then the stock of the batch available in plant shall be scrapped. If second sample passes in LERC test then the batch shall not be scrapped and put to use.

If no new equipment is available in plant of the particular batch, scrapping will not be applicable.

In all cases outlined above the Suspension of vendor shall continue and further actions as per QDG shall be taken.

- c. In all established cases, the manufacturer shall carryout root cause analysis to identify the cause of defect in manufacturing. The manufacturer shall then take corrective action at their unit to ensure that the same doesn't recur. The manufacturer shall then submit the following documents to OMCs for approval:
  - i. Root cause analysis report
  - ii. Action taken report
  - iii. BIS acknowledgement for corrective action taken
- d. Inspection will be carried out by OITC/OMC official for confirmation of corrective action taken by the manufacturer.
- e. In addition to the above, the Manufacturer shall provide OMCs with indemnity bond as per format given in tender / or made available.
- f. OMC will initiate note for revocation after compliance of the observations made during OITC/OMC inspection and revocation letter shall be issued after receiving approval from the competent authority subject to the validity of BIS and PESO Licence.

**4.3 For all major/minor quality non-conformities observed at bottling plants:**

- a. OITC/competent OMC official will issue letter to the manufacturer about the defect. Manufacturer shall depute their authorized representative to the concerned OMC bottling plant for 100% Joint inspection of the batch.
- b. After the Joint inspection, the report shall be mutually signed by both OMC officer and manufacturer's representative. The signed report shall be sent to OITC/Concerned OMC dept. The equipment with rectifiable defects( In case of minor non conformities) shall be rectified by the manufacturer at his own cost within plant premises. In case, the manufacturer fails to rectify the defects, plant shall have the option to rectify the same and debit the cost incurred for rectification from the manufacturer's running bills/security deposit/bank guarantee. The equipment with non-rectifiable defects shall be de-shaped and scrapped and will not to be handed over to the manufacturer. The vendor will be asked to replace the equipment or necessary debits will be raised against the cost of the equipment.
- c. Basis the joint inspection report and completion of rectification activity by the manufacturer/plant, OITC/Concerned OMC dept shall advice for action to be taken as per QDG.
- d. Manufacturer will be required to submit the root cause analysis and action taken report to OITC/Concerned OMC Dept.
- e. In addition to the above, the Manufacturer shall provide OMCs with indemnity bond as per format given in tender /or made available.

**4.4 For all major/minor quality non-conformities observed at LERC/BIS approved test labs:**

- a. OITC/competent OMC official will issue letter to the manufacturer about the defect. If the test can be conducted at Bottling plant, Manufacturer shall depute their authorized representative to the concerned OMC bottling plant from where the sample was sent for 100% Joint inspection of the batch.
- b. If the test cannot be carried out at Plant, then OITC/ competent OMC official will advise OMC plant to send another sample of the same batch to LERC for repeating the test The manufacturer/ his authorized representative shall witness the test at LERC for the new sample from the plant.

In case the repeat sample fails, OITC /Concerned OMC Dept shall advise action to be taken on the manufacturer as per the QDG and the stock of that particular batch lying at different plants shall be scrapped. The manufacturer shall carry out root cause analysis and take corrective action at their unit so that the defects do not recur. The manufacturer will also be required to submit the root cause analysis and action taken report to OITC/Concerned OMC Dept.

If the repeat sample passes, the equipment's of the particular batch shall be put to use  
If no new equipment is available in plant of the particular batch, scrapping will not be applicable.

In all cases outlined above further action as per the instance of the Non conformity shall be taken on the vendor as per QDG.

- c. In addition to the above, the Manufacturer shall provide OMCs with indemnity bond as per format given in tender /or made available.

## 5.0 GENERAL GUIDELINES:

1. Besides the above, the competent Authority of the concerned Oil Company can take any appropriate action against the erring Manufacturer, if deemed necessary, including holiday listing/de-listing in the first or any instance of irregularity.
2. Treatment in case of Multiple non-conformities: In case multiple quality non-conformities are observed in an equipment, action will be taken on the erring manufacturer as per the norms mentioned for the highest category of non-conformity established i.e. the order of precedence for action to be taken will be “Critical” over “Major” and “Major” over “Minor”. Accordingly, there will be only one action for all irregularities established in one instance.
3. Under existing laws, Control Orders of various authorities of Central Government/State Government/Statutory bodies – in addition to OMC Officers – are empowered to carry out checks of the Manufacturer’s unit for determining and securing compliance with such laws/Control Order. If any “malpractice or non-conformity” is established by such authorities after checking, the same would also be taken as a “violation” under these guidelines and prescribed punitive action would be taken by the Oil Company, on receipt of advice from such authority. In the meantime, if the OMC on its own detects a malpractice or non-conformity of the same nature; action is to be taken under QDG independent of the case pending with the Government Authority.
4. Any pending penalty shall be recovered from the running bills/ PBG/ security deposit under intimation to the Manufacturer as per the practices followed by individual OMCs.
5. The pruning/ reduction of contract quantities shall always be done by the Individual OMC only, in which the Nonconformity has been established.

**Technical Specifications for 14.2 Kg High Tensile Steel (HTS) LPG Cylinders****MANUFACTURING & IN PROCESS QUALITY MONITORING FACILITIES:**

All Cylinder manufacturers shall have the facilities as required for the process of Cylinder Manufacturing, testing & In-process quality monitoring in line with IS 3196(Part1): 2013 (Latest) & IS 3196 (Part3): 2012 (Latest) & IOCL's terms & conditions. Availability of below mentioned facilities is mandatory and same to be ensured by Cylinder manufacturers.

- a) All the facilities, equipment required for manufacturing & testing of cylinders i.e., from De-coiling to the final pneumatic testing shall be in-house including the Test Lab facilities. Sharing of facilities with other unit/s will not be accepted.
- b) **Deep drawing:** Deep draw press should be of sufficient capacity for Deep drawing of HTS. The high tensile steel has tensile strength ranging from 550 MPa to 600 MPa and will require higher holding pressures. Therefore, manufacturer should ensure suitable deep draw press capable to draw on continuous basis.
- c) **Joggling:** Joggling must be adopted as method of fitment of the halves for C-welding with minimum offset of  $9\pm 1$  mm. Any other method for halves fitment including backing strip is not acceptable.
- d) **Finish:** Pictorial representation for SA 2.5 surface finish for comparing the surface preparation by grit blasting prior to Zinc metallizing should be displayed prominently.
- e) **Zinc metallizing:** Uniform zinc metallizing coating of minimum 40 micron should be applied immediately after grit blasting on each cylinder including shadow regions of stay plate and foot ring.

The **Zinc wire** used for metal spraying (metallizing) should conform to IS:12447 (latest). **Adhesiveness of Zinc coating on the cylinder surface shall be checked as per test method given in IS 5905:1989 (Latest) (Standard for sprayed aluminium and Zinc coating on iron & steel- Specifications).**

- f) **Polyurethane painting (PU Painting):** Primer Coating and Painting: After metallizing, uniform total coat thickness of minimum 15 micron of epoxy-based zinc phosphate primer as per IS 13238: 2021 & minimum 15-micron PU paint should be applied on each cylinder. PU paint shall conform to specifications as per IS 13213:2018.

After each coat of primer / paint, the cylinder should travel on the conveyor for minimum of 15 minutes in order to ensure flash off before it enters the oven. In the oven it should have a minimum travel time of **25** minutes. After exit from the oven a minimum travel time of 20 minutes shall be provided to let the cylinders cool sufficiently. This shall be ensured for both primer and painting.

Paint drying facility by way of Oven or Hot Air chamber to dry the freshly coated primer /painted cylinder at a temperature of approx. 80 °C. Movement of cylinders in/out of oven/Hot Air Chamber shall be through conveyor to prevent any manual handling of cylinders till it completely dries. The length of the conveyor system should be such that after the cylinder comes out of drier, it moves on the conveyor as per Paint Manufacturer's recommendation before it is taken for next application of paint / next activity & shall be in no

case less than 60 meters. It shall be ensured that the Primer/Paint shall be touched dry prior to be taken for next operation.

According to paint manufacturers' recommendation and an especially demarcated drying area to store 1-day's production shall be made. Uniform coating or primer and paint on the cylinder including shadow regions shall be ensured. The coat thickness measurement shall be done in accordance to procedure as described in IS 3196 (part 1): 2013.

Since the requirement of the painting is polyurethane paint with epoxy primer over the zinc spray coat, an appropriate painting system is required. The requirements are as follows:

- a) Painting shall be done only on a conveyORIZED system.
- b) It shall be ensured that the entire process of application of primer and paint are completed before cylinder is removed from the conveyor system.
- c) The primer as well as painting shall be done with electrostatic system.
- g) **Air Drier:** Refrigeration based Air Drier with digital display of dew point to be used, to completely dry the air being fed to Spray gun used for cylinder paint & primer application, station for internal cleaning of cylinders and Cylinder Pneumatic testing station. The dew point shall be minimum 2°C.
- h) SC Valve fitting to HTS cylinders to be done using Valve On-Off Tightening Machine with provision to set & check the tightening torque with Auto Cut off mechanism on reaching desired Torque.
- i) Electronic weighing scale having digital display of 50/60 kg weighing capacity with least count of maximum 10 grams and a weighing scale of Capacity 100 kg for water capacity determination of cylinder with least count of maximum 10 grams to be available.

**NOTE: Water capacity determination to be done by weight method only.**

- j) Gauges with required setup for checking of internal threads of Bung in line with IS 15894:2018.
  - a) Bung
  - b) S C Valve
- k) **Heat treatment:** Normalizing Furnace with Temperature range of  $900^{\circ}\text{C} \pm 20^{\circ}\text{C}$  as per IS 15914, clause 7.2 table 3 with PLC Based Temperature Controller or equivalent temperature control system. The heat treatment parameters are to be approved by the PESO and BIS on the drawing.

The continuous fired furnace should show flat top graph in temperature – distance chart and same flat top should be observed in time temperature graph in batch furnace.

Furnace to normalize the cylinders should be able to attain temperatures upto 1000° C without damage and manufacturer should display the attained temperature. This furnace can be of two types:

- a) Continuous type
- b) Batch type

The continuous fired furnace type can have a chain drive or moving trolleys type system. The batch furnace shall have at least two trolleys capable of moving a full batch in or out of furnace.

Both the furnaces shall have at least a PLC controller of a reputed brand. This controller shall be capable of controlling the fuel / air flow to regulate the time/ speed and temperature of the furnace.

In case any information/submission from the vendor is found to be incorrect at a later date, the Corporation reserves the right to take suitable penal action as deemed fit which may include action like putting the Cylinder vendor on Holiday list.

**TECHNICAL SPECIFICATIONS FOR 14.2 KG HIGH TENSILE STEEL (HTS) LPG CYLINDERS**

1. The specifications given below do not form an exhaustive list. Manufacturers shall be required to follow all other specifications given in the relevant IS standards & IOCL drawings along with instructions issued by IOCL /BIS from time to time even if they have not been spelt out here.
2. All Indian Standards referred to below imply their latest version along with amendments made from time to time.
3. IOCL may from time to time advise change of any of the dimensions, tolerances applicable and method of preparation of weld joints etc. which will have to be complied by the manufacturers. Similarly, any change in the safety slogan or change/addition in other details to be screen printed on the cylinders will have to be complied by the manufacturer.
4. Manufacturers are required to stamp their abbreviated name & logo on the stay plate of the cylinder. The abbreviated name & logo shall be used only after approval has been obtained from CCOE&BIS.

**GENERAL SPECIFICATIONS**

1. Cylinder should be designed, manufactured and tested as per latest edition of IS-3196 (PART-I): 2013 & IS 3196 (PART III): 2012. Any revision in the IS code and drawing shall be implemented by vendor which is subject to change from time to time which will be intimated to all manufacturers for implementation the representative drawing for tender purpose is enclosed.
2. The manufacturer shall prepare detailed drawing of the cylinder fit for filling LPG having maximum working pressure of 1.66 MPa at 65<sup>0</sup>C, in line with the cylinder drawing enclosed. Approval shall be sought for designs calculations and drawings from CCOE, Nagpur and BIS. Copies of these drawings with design calculations duly approved by CCOE, Nagpur and BIS to be submitted along with the tender documents for records and perusal on due date of tender. All other parameters, specifications and requirements remain unchanged and shall be complied as per tender. All successful tenderers shall incorporate the stencilling scheme which includes stencilling of: 'Check seal & weight on delivery' and 'Gross Weight' on the cylinders manufactured by them. (Refer stencilling scheme drawing)

**FINISHED WALL THICKNESS:** - The finished wall thickness of cylinder shall be calculated by as per IS 3196 (PART-I):2013. Approval for additional thickness and finish wall thickness derived upon shall be taken from CCOE & same shall be submitted with the design calculations & drawing along with the tender document for records & perusal.

**Note: Finished wall thickness of the cylinder shall not be less than 1.98 mm.**



Manufacturing of the cylinders can commence only after below approvals have been obtained.

**1. Heat Treatment & Furnace Parameters**

- i) Soaking Temperature
- ii) Cycle Time (in minutes); Gate opening Interval / no of cylinders may alternatively be mentioned.
- iii) Type of Furnace: Batch / Continuous
- iv) Identification of the Furnace.

**2. Bung Welding Parameters**

- i) Current (Amp)
- ii) Voltage (Volts)
- iii) Welding Speed
- iv) Type of Welding
- v) Flux type (for SMAW)
- vi) Gas Composition & Flow Rate (for MIG / MAG Welding)
- vii) Welding Wire Specs: Material & Size.

**3.C-Welding Parameters**

- i) Current (Amp)
- ii) Voltage (Volts)
- iii) Welding Speed
- iv) Type of Welding
- v) Flux type (for SMAW)
- vi) Gas Composition & Flow Rate (for MIG / MAG Welding)
- vii) Welding Wire Specs: Material & Size

- 3 Self-Closing Valves confirming to specifications of IS:8737 (Latest) accompanied by BIS test certificates shall be procured by the Cylinder Manufacturers from S. C. Valve Manufacturers who have taken technology transfer from IOCL and are OITC approved. List of OITC approved S. C. Valve Manufacturers is enclosed. At the time of valve procurement, BIS test certificate for the valve shall be arranged & copies of same to be produced at the Plant along with other documents submitted to plant at the time of supply of cylinders.
- 4 For all required material, testing has to be done at NABL accredited laboratories only. Test certificate of supplier is acceptable if supplier is the manufacturer of the product & has got BIS approval for the product. However, reserves the right to get the material tested independently at vendors' cost.
- 5 The Corporation may from time to time advise IOCL change of any of the dimensions, tolerances applicable and method of preparation of weld joints etc. which will have to be complied with by the manufacturers. Similarly, any change in the safety slogan or change in other details to be screen printed on the cylinders will have to be complied by the successful tenderer.
- 6 All material, components like SC valves, Safety Caps including new design caps, etc. shall be procured from OITC approved parties only. A record of all material received along with batch Nos., test certificates, BIS certificates for SC valves, etc. should be retained by the vendor for any future inspection by IOCL. Further, it has to be ensured that the valves procured by vendor are of the same quarter in which allocation for supply of cylinders is given. However, in case allocation for supply of cylinders is given in the first month of the quarter, the manufacturing date of the valves can be of previous quarter. The Quarters defined are:
  - A. January to March
  - B. April to June
  - C. July to September
  - D. October to December.

7. Tare weight of cylinder shall be punched properly on the Bung & Stay Plate as shown in the drawing. **Minimum tare weight of the cylinder shall be 12 kg.** Cylinders with more than  $\pm 100$  grams variation between the actual and stencilled /punched tare weight, subsequent to rounding off as per Indian standard code IS:2, shall not be accepted.
8. The distance between the foot ring bottom and the bottom of the lower cylindrical shell shall be minimum 10mm.
9. Total height of the cylinder should be maintained as per specification given in the drawing. Proper calibrated set up to be used for checking the overall height of the cylinders.
10. Set up for checking maximum Eccentricity of VP Ring with respect to centre line of cylinder body should be available & should not be more than 3 mm.
- 11.a. Calibrated measures duly verified and stamped by Weights and Measures for 500ml, 1000 ml, 2 lts, 5 lts, 10 lts and 20 Lts must be available along with validity.
- b. Standard weights duly verified and stamped by Weights and Measures for 50gm, 500 gm, 5kg, 10kg and 20kg must be available along with validity.
12. Blanking machine for Acceptance Test sample preparation.

**MATERIAL SPECIFICATIONS:**

1. **Cylinder body steel** should conform to IS 15914 HS 345. Presently OITC approved steel suppliers are M/s SAIL, TATA STEEL LIMITED , ARECELOR MITTAL NIPPON STEEL INDIA LTD (ERSTWHILE ESSAR), EVONITH VALUE STEELS LIMITED (ERSTWHILE LLOYDS, ), JINDAL. Manufacturers are authorized to use steel only from these suppliers or from any other supplier / import source after taking OITC / IOCL approval and BIS/PESO approvals. The minimum thickness of steel sheet / coil for manufacture of body shall be 2.2 +0.2/-0.0 mm. Steel Coil may be used by manufacturer having de-coiling facilities approved by BIS. However, manufacturer must obtain approval from CCOE Nagpur, for the calculations for the thickness of steel plates, supplied by various manufacturers, for the steel as per IS 15914 HS 345.
2. Valve Protection ring should conform to IS-1239(Medium) Part –I. 15 NB black steel tube **Medium type**. Wall thickness of pipe used for VP ring shall as below.

Code	Outer diameter	Thickness
IS 1239	21 mm to 21.8mm	2.6 mm

3. Stay Plate material should conform to body steel specification / should be as per IS:15914 grade HS 345 with yield stress min 345 MPa and thickness of 2.2 +0.2/-0 mm of same material. Dimension and punching should be as per the drawing enclosed.
4. Foot ring material should conform to IS 15914 grade HS 345 with yield stress min 345 MPa. Design dimension and punching should be as per the drawing enclosed. The thickness of the Foot ring material shall not be less than that of body steel and should be of same material. BIS - CM/L Number, has to be punched on the foot ring.
5. Bung material should be forged quality & should conform to IS- 1875 (latest) OR IS-2062 (latest). The Manufacturing of Bung should be done through CNC / programmable machine. Test certificate for the bungs should mention the serial number of the CNC / Programmable machine used in the manufacture of the Bungs. Suitability of the bung threads shall be checked as per method given in IS 15894 latest. **Provision of dial gauge setup in line with IS 15894: 2011 for checking of bung threads is essential.**

## 6. Welding Requirements:

- a) Welding consumables used shall be such that the desired properties of the weld are obtained and the physical values of the welded metal are not lower than the specified values of the parent metal. The chemical composition of the weld metal shall be compatible with that of the parent metal.
- b) Welding procedure and Welder's Performance Qualifications should be as per the requirements of IS 3196(Part1):2013 & welding shall be carried out by such approved welders only.
- c) **Closing in operation for halves:** The operation shall be carried out at an independent work station. Straightness of the assembled halves shall be checked.
- d) **Halves preparation for C-Welding:** The two halves should be assembled by a suitable method. Motorized buffing wheel to be used for carrying out the weld preparation. Before welding, the surface shall be free from scale, grease, oil and dirt.
- e) All welding activity should be completed before heat treatment.
- f) Manual welding shall not be permitted for Bung & Circumferential welding. Complete fusion and penetration of weld joint to be ensured.
- g) Shielding Gas used in MIG/MAG welding should have Argon: CO<sub>2</sub> ratio of 92:8 or as approved by CCOE / BIS. Shielding gas shall be purchased from reputed supplier e.g., BOC, Linde etc. & shall be certified for the required mix.
- h) **Flux Heating and Sieving:** The flux shall be pre-heated in oven at specified temperature to remove moisture and sieved in mechanical vibrator sieving machine for dust/ debris /waste materials and iron particles are removed by magnet. Alternately automatic flux cleaning machine may be provided.
- i) Welding parameters for Circumferential & Bung welding shall be specified on the drawing approved by CCOE/BIS.
- j) Traceability of the welding machine deployed for the circumferential weld joint shall be maintained by way of punching the welding machine no. at the foot ring of the cylinder.
- k) Radiography of the weld samples for each welding machine deployed for Circumferential welding shall be carried out on half yearly basis to ensure proper functioning of the machine.
- l) Welder Performance qualification for all welders shall be carried out on half yearly basis.
- m) **Foot ring to body welding:** It should be done with the help of a rotation-based fixture to ensure non-eccentric foot ring with respect to body and for guaranteeing equi-spaced and equal length foot ring to body welds. Manual welding not allowed. Foot ring weld should be positioned at the centre of any of the weld joint joining the foot ring to cylinder body. The deviation from the vertical shall not exceed the limit vide clause 8.5.5, IS 3196(Part 1):2013. The cylinders shall have a minimum ground clearance of 10mm.

**NOTE: The successful bidders shall be required to submit the Certificate of assessment of the welders.**

## MANUFACTURING PROCESS SPECIFICATIONS:

The following are the list of operations in cylinder manufacturing with details / conditions that are mandatory for manufacture and supply of cylinders:

### A. CYLINDER BODY:

**Circle cutting:** Circle cutting to be done with the help of proper tools so that correct dimensions are maintained and straight edges are within allowable limits.

Sheet shall be decoiled on decoiler & circles of required size shall be cut. During cutting of the circles care shall be taken to have proper circle with uniform edge. Cylinder Halves for cylinder

shall be made from Circles by deep drawing using suitable size Press, Die & Punch. **The Agreed minimum finished thickness of 1.98 mm for halves after deep drawing should be checked.**

**Deep drawing:** Deep drawing should be done on a press such that wrinkles and die marks are within acceptable limits specified in IS 3196 (Part I): 2013(latest).

**Trimming of halves:** Trimming of halves should be done with the help of a fixture so as the correct height of the half is maintained across the circumference.

**Degreasing:** Degreasing to be done with caustic soda solution at minimum temperature of 80 Deg Celsius so as to make the surface of the halves free from oil, grease, dirt or any other deposits. The system should be acceptable to BIS & OITC. Preferably, suitable mechanical system to be used that ensures cleaning at all points. Caustic soda wash solution to be replaced with fresh Caustic soda solution for effective degreasing. Degreasing to ensure that the internal surface of the cylinders are clean, free of all the foreign material, rust, dust, water traces etc.

**Deburring of halves edge:** Deburring of halves edge to be done with buffing wheel.

**Bung welding edge preparation:** Edge filing to be done with motorized grinding wheel.

**Bung Hole Punching:** Bung Hole Punching should be done with the help of a fixture that should locate the dish end and ensure non-eccentric punching of bung hole. Bung Hole concentricity should be as per IS - 3196 (Part I): 2013.

**Fitment of halves:** Jogging method must be used as method of fitment of halves for C-welding with a minimum offset of  $9 \pm 1$  mm. Proper buffing must be done before welding to ensure proper fitment / welding and a dust free surface. **Backing Strip method will not be acceptable.**

**Bung Eccentricity:** Examination for Circularity (bung eccentricity), Surface Defects, Profile Regularity, Straightness and Verticality & internal cleaning shall be carried out before closing-in Operation.

Below facilities shall be available for inspection of halves and cylinders.

- Bung eccentricity checking set up with free suspension of halves.
- Set up for checking of Ground Clearance.
- Calibrated set up with adjustable sliding height marker and steel scale set up for measurement of total height of cylinder.
- Verticality checking set up as per IS 3196(Part 1): 2013.

## **B. VALVE PROTECTION RING- STAY PLATE ASSEMBLY**

**Stay plate blanking/straightening** to be done on blanking press. It should be ensured that the edges are not sharp and the size of the stay plates is uniform.

**Stay plate bending:** To be done on press using a die to ensure uniform bending.

Welding of Stay Plates to VP Ring should be done in-house with the help of a fixture to ensure non-eccentric, equi-spaced and vertical assembly. The stay plates shall be of uniform thickness & size with no sharp edges. Welding can be done manually on the above-mentioned fixture.

The weep-hole shall be positioned between two stay plates. VP Ring joint should be properly grinded and centrally positioned in one of the stay plate welding. It should be ensured that there is no hole in the weld joint of VP ring to ensure that no water enters in the ring during pneumatic testing. Welding of the V P ring to the stay plate shall be done from both the sides.

**VP ring/stay plate assembly welding to shroud:** Fixture to be provided so that the assembly is properly located with respect to bung hole to ensure non-eccentric welding with respect to bung hole. Welding can be done manually on the above-mentioned fixture. Undercuts on the body to be avoided. The VP ring eccentricity be checked by mounting the dial gauge on a mandrel (locating the centre line of the bung hole) threaded to/ inserted in the bung and the tip of the dial gauge on the OD of the VP ring.

Welding of the VP ring stay plate to be done on both the sides of stay plates.

#### **C. FOOTRING:**

Foot Ring sheet Forming, Punching, Stamping facility should be available in-house. Foot Ring joint should be properly grinded.

Punching of 6 nos. horizontal oval slots to be done on a punching machine/press with proper fixtures to ensure equi-spaced positioning of slots and that the positioning and alignment of holes with respect to foot ring edges are as per approved drawing. one no. Drain hole to be done manually having punch marking of holes. The 1 no. Drain hole to be plugged after Heat Treatment.

Foot ring 'O' formation: To be done on press with a die to ensure the uniformity in 'O' formation and no warping of foot ring. The closing in of the O formation, i.e., the distance of the edge/ end from the vertical face shall not be more than 2 mm. Foot ring 'O' formation to be closed and should be continuous welded for the entire length.

#### **D. HEAT TREATMENT:**

**Gas / Oil fired** Continuous / Batch furnace should preferably be used for heat treatment process. **Heat treatment parameters shall be clearly indicated on the drawing approved by CCOE & BIS.** Heat treatment by method of NORMALISING should be carried out as per IS-3196 (Part-I) 2013 latest and for material HS -345 and scheme of testing and inspection of BIS. The Normalizing shall be carried out at a temperature not exceeding  $900 \pm 20^\circ\text{C}$ . Appropriate reference to NORMALISING temperature shall be made in the cylinder drawing under "General Notes" and the same has to be approved by CCOE.

Heat Treatment Furnace with unloading platform of sufficient length to stock minimum 10 cylinders per row for 10 minutes before removal from furnace area so that cylinder coming out of the furnace shall not be manually handled for at least 10 minutes to avoid denting. Sufficient space must be provided for stacking the same.

Following records are to be maintained.

- a. Calibration record of temperature controllers
- b. Temperature vs. Time graphs for the furnace
- c. Thermocouples (number, location and calibration)

**Note: Each burner shall be controlled by an Individual thermocouple.**

#### **E. SURFACE PREPARATION & PAINTING:**

1. Each cylinder should be **grit blasted** after heat treatment & HST test as per IS 3196 (Part-I):2013 and quality of grit blasting in shadow zone of foot ring & VP ring-stay plate assembly should be checked for complete satisfaction. Grit used shall be as per specifications given in IS 3196 (Part I): 2013.

2. Surface preparation is required to be done to remove any deposition in the cylinder surface before metallizing & to provide surface finish of SA 2.5. Surface preparation must be done as per IS 3196 (Part 1): 2013. **A pictorial representation as per IS:9954 shall be used for confirming the finish of the surface preparation of SA 2.5.** Cylinder shall not be kept waiting after grit blasting and shall be metallized immediately to prevent rusting.
3. The quality of shot blasting in shadow zone of foot ring & VP assembly should be specifically checked.
4. Uniform zinc metallizing coating of minimum 40 micron should be applied immediately after grit blasting on each cylinder including shadow regions of stay plate and foot ring. The Zinc wire used for metal spraying (metallizing) should conform to IS:12447 (latest). **Adhesiveness of Zinc coating on the cylinder surface shall be checked as per test method given in IS 5905:1989 (Standard for sprayed aluminium and Zinc coating on iron & steel-Specifications).**

**NOTE: Metallization shall be done immediately after Grit Blasting.**

### **THIRD PARTY INSPECTION OF CYLINDER ZINC METALLIZING ON CYLINDERS**

The Zinc Metallizing on the cylinders shall be checked and Certified by a Third-Party Inspection Agency Approved by PESO. The Financial implication towards the TPI shall be borne by the Manufacturer.

The brief scope of TPI shall be as under: -

1. A Batch of maximum 3000 Cylinders shall be created by the Manufacturer and offered to the TPI.
2. Each Batch shall be divided in Inspection Lots of 1000 Cylinders. Each Inspection Lot shall be further divided in Sub-Inspection Lots of 250 Nos or Less Cylinders.
3. Minimum 2% of the Cylinders subject to Minimum 5 Cylinders per Sub-Inspection Lot. Inspection Lot shall be segregated on random basis by the TPIA.
4. Each cylinder will be checked as under: -
  - (a) Five gauge readings for each spot shall be taken moving the probe a short distance for each new gauge reading within an approximate area of 2 cm x 2 cm (1 spot). Discard any unusually high or low gauge reading that cannot be repeated consistently. Take the average of the five gauge readings as a spot measurement.
  - (b) Out of the 10 Spots (i) 1 Spot shall be within the shroud area of the cylinder in the shadow of the stay plates (ii) 2 Spots shall be on the bottom of the cylinder in the shadow of the foot ring. (iii) 1 Spot each on the top and bottom shoulder of the cylinder (iv) Balance 5 spots shall be approximately evenly spaced over the surface of the cylinder. Refer to the Format attached.
  - (c) Each spot measurement shall not be below 80 percent of the specified minimum thickness and average of the Ten spot measurements shall not be below the specified thickness.
5. Specified thickness of Zinc Metallizing is 40 Micron.

6. In case of Failure of 1 or more Cylinders in Zinc Metallizing during TPI corrective action shall be taken by the Manufacturer on the Sub-Inspection Lot in the presence of TPIA and offered for re inspection.
7. For each subsequent re-Inspection of the failed lot by the TPIA the Number of cylinders checked per Sub-Inspection Lot shall be doubled.
8. The Sub-Inspection Lot shall be sent for Primer application and Painting only after Certification by the TPIA.
9. The cylinders shall be properly stacked in dust free environment. The cylinders shall be properly cleaned by application of compressed air etc. before application of primer.
10. Records of the Cylinders with serial numbers etc. shall be properly maintained in the given format and be produced during inspection or on requisition by the Statutory Authorities / OMCs.

**FORMAT FOR CHECKING OF ZINC METALIZING THICKNESS OF CYLINDERS**

Serial Numbers Batch Number Sub Lot Number

From.....to.....

\_\_\_\_\_

\_\_\_\_\_

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Observation	Cylinder Zone	Cyl. 1	Cyl. 2	Cyl. 3	Cyl. 4	Cyl. 5	Cyl. 6	Cyl. 7	Cyl. 8	Cyl. 9	Cyl. 10
<b>Serial No.=&gt;</b>											
Spot 1	Shroud										
Spot 2	Top Shoulder										
Spot 3	7 cm Above C Weld										
Spot 4	4 cm Above C Weld										
Spot 5	4 cm Below C Weld										
Spot 6	7 cm Below C Weld										
Spot 7	Bottom Shoulder										
Spot 8	4 cm from center of Bottom										
Spot 9	8 cm from center of Bottom										
Spot 10	10 cm from center of Bottom										
<b>Average</b>											

**Metallizing coat thickness : min 40 microns**

TPIA Remarks : -

Manufacturers Representative

TPIA

5. Both primer and paint shall be procured from manufacturer of repute.
6. **For Polyurethane (PU) painting:** Primer Coating and Painting: After metallizing, uniform total coat thickness of minimum 15 micron of epoxy-based zinc phosphate primer as per IS 13238: 2021 & minimum 15micron PU paint should be applied on each cylinder. PU paint shall be as per IS 13213:2018.  
  
**After painting the length of the conveyor shall be minimum 15 minutes for a flash off before it enters the oven. In the oven it should have a minimum travel time of 25 minutes. After the oven, a minimum travel time of 20 minutes shall be provided to let the cylinders cool sufficiently. The length of the conveyor system should be such that after the cylinder comes out of drier, it moves on the conveyor as per Paint Manufacturer's recommendation before it is taken for next application of paint / next activity & shall be in no case less than 60 meters.**
7. Air supplied to the pneumatic spraying gun used for primer application on the cylinder shall be completely dried using refrigeration type of air drier.
8. Top surface of Bung should not be painted with enamel paint, however zinc coating & primer is to be done as per specification.
9. Shroud portion of the IOCL cylinder shall be painted in yellow colour (Shade no. 355 of IS:5).

#### **F. TESTING:**

1. Hydrostatic test and pneumatic test of each cylinder should be tested as per IS-3196(PART-III): 2012.
  - a. **Hydrostatic Test:** Number of pressure gauge should be equal to the number of testing points with positive segregation. Cylinders should be dried totally and only after ensuring the same the cylinder should be tested at pressures specified by the statutory agency/BIS, which should be retained for minimum 30 secs. {current specs is 2.45 MPa (25.00 Kgf/cm<sup>2</sup>), however, in case of any change notified by BIS, test has to be carried out accordingly}. The HST fixture should be roller based rotating type/tilting type. Arrangement to be made for inspection of cylinder from all the sides and bottom portion during the test. Sufficient illumination shall be maintained for visual inspection of the Cylinders from all sides and Bottom. The water filling equipment preferably should be pneumatically operated and should have auto fixing, auto filling and auto evacuation to avoid spillage of water on the outer surface of cylinder under test. A wooden / Teflon mallet shall be used to tap the cylinder specially at the C-weld during HST to detect pin hole, porosity and other weld defects if any.
  - b. **Pneumatic Test:** The weep holes of VP ring to be plugged by using epoxy sealant before carrying out pneumatic tests. The inside of the tank for pneumatic test should be clean and painted with white paint. Proper illumination shall be provided outside and inside the tank. The cylinder should be filled with the air as specified in IS 3196 (Part I): latest and tested for any leakage at a pressure of 1.17 MPa or 12 Kgf/Sq cm for a period of minimum 60 sec. Provision to be made for rotating the cylinder during the test. Testing shall be carried out after fixing the safety Cap on Valve. After Pneumatic Test, it shall be ensured that joint packing (O-Ring) is present and is properly fitted in correct position in the Valves. Air supplied to the Pneumatic test shall be completely dried by using refrigeration-based Air Drier with dew point of minimum 2°C.



It should be made sure that no water or foreign particle enters in the valve. A fixture to be provided so that the cylinders are completely submerged and held in place in the water while testing. Provision to be made for rotating the cylinder during the test. No soap solution/water is to be used for checking leakage through the valve pin. Optimum illumination to be ensured at HST and pneumatic test stages.

2. In case there is any change in Test specifications by BIS, testing has to be carried out accordingly.
3. All other tests like Hydrostatic stretch test, burst test, volumetric expansion test etc. as specified in IS: 3196 Part III latest shall be carried out by manufacturer.
4. Each cylinder should meet requirement of WATER CAPACITY, as specified in IS3196(Part1):2013. The water capacity of cylinders shall be determined by weight method only. Laboratory set up for density determination as per IS 4730: 1994 of water to be made available.

#### **G. SCREEN PRINTING / STENCILLING:**

Screen-printing shall be done for tare weight, Slogans and other details as per enclosed drawings.

Slogans to be screen printed:

- a) 'Switch off regulator when not in use'
- b) 'Check seal and Weight on delivery'
- C) 'For Domestic use only' are to be screen-printed both in HINDI & ENGLISH.  
(with Hindi above English).

(Refer stencilling scheme drawing)

#### **H. STAMPINGS & PUNCHING:**

1. Stamping on Bung:
  - a) All Stampings shall be done in line with specifications given in the drawing.

**Note: Size of stamping on the bung should be of 5mm.**

- b) Manufacturer should punch their abbreviated name as approved by BIS/CCOE. The Bung Punch markings shall be legible with uniform thickness, depths, width and spacing. Double punching, crossing or cancelling the bung marks is not allowed.
  - c) All stampings on the bung except for Tare weight & Test date shall be punched before welding and with the help of stamping machine (manual punching not allowed).
2. Stamping on the Stay Plates:
    - a) All the stampings shall be as per drawing & shall be done on punching machine/ press to ensure equi -spaced markings in a straight line. Manual stamping shall not be allowed except for serial number, Batch no., test date, Tare weight& Gross weight. Avoid bending of stay plates while punching also ensuring clarity of punching. **Lettering size 6mm.**

Maximum gross weight should be punched on stay plate by adding 14.2 kg to tare weight of the cylinders.

- b) Serial Number & Batch Number Punching should be carried out before Heat Treatment. The dimensions and positions of the punching should be as per the approved drawing. The punching should be legible with uniform thickness, depths, width and spacing. Legible and proper punching to be ensured. Auto incremental serial number punch should be used for stay plate punching. Manual punching is not permitted. Marking shall be as per the specifications in enclosed drawing.
- c) Proper fixture shall be used while punching on the stay plate to avoid bending of stay plate while punching.
- 3. **Stamping on the foot ring:** Stampings details, as per drawing, shall be done on stamping machine/press (manual not allowed) with proper fixtures. All the punching on the foot ring shall be done before Heat Treatment.
- 4. **Source of steel** to be punched after serial number on the bung and stay plate as follows.  
S- SAIL, T- TATA STEEL LIMITED, E- ARCELORMITTAL NIPPON STEEL INDIA LTD (ERSTWHILE ESSAR), L- EVONITH VALUE STEELS LIMITED (ERSTWHILE LLOYDS,) , J – JINDAL.

#### **I. VALVE FIXING:**

- 1. The internal surface of the cylinder must be thoroughly cleaned and dried before valve fitment. Internal cleaning of cylinders shall be done using air, light. Magnet etc. so as to clean the Internal surface of the cylinders and remove all the foreign material, rust, water traces etc.
- 2. Bung thread shall be cleaned using  $\frac{3}{4}$ " 14 NGT tap & with soft wire brush before fixing the valve on the cylinder.
- 3. Valve should be fitted on the cylinder using minimum 2 rounds of Un sintered poly tetra Fluro ethylene (PTFE) tape of 3/4" (width), 40micron thickness conforming to IS:14643 (latest) and manufactured by reputed firms.
- 4. The valve tightening torque must be within the range of  $145 \pm 15$  lbft. Valve tightening is to be carried out on Valve on-off Tightening Machine with provision to set & check the tightening torque. **Provision of Valve On-Off Tightening Machine with provision of auto cut off and to set & check the tightening torque is essential.**
- 5. Finished cylinder should be stacked vertically with safety cap fitted on valve.
- 6. Valve fitment area flooring should be free from dust, laid with concrete and rubber mats should be laid on concrete area.
- 7. Valve tightening set up with provision to set and check tightening torque on valve screwing unscrewing machine.

**NOTE:** Pressure torque characteristic curve to be developed and display at the Valve fixing station. The wrench shall be calibrated as per IS/ISO 6789: 2003 and conforming to IS/ISO 6789:2003. Stand by torque wrench shall be maintained apart from the one in use for regular production for purpose of cross verification of effectiveness of regular one.

- 8. Set up for verification of torque as per clause 5.2 of IS/ISO6789:2003 shall be made available.

#### **J. WEIGHMENT OF CYLINDER:**

Tare Weight of the cylinder includes the weight of the SC valve & Safety cap. The tare weight weighing scale should have electronic digital display. The weighing scale shall be of 50/60 kg capacity & should have least count of maximum 10 gm with valid calibration certificate.

**K. PACKING:**

The cylinders shall be provided with card board packing around cylinder body to prevent scratches on the cylinders during the transportation. Packing should cover the complete cylindrical portion of the cylinders. Any other packing material okayed by OITC may be used subject to prior approval.

**INSPECTION & QUALITY CONTROL:**

1. Third Party Inspection Agency (TPIA) shall be in line with the approval of CCOE, which is at present BIS. In addition to TPIA inspection, IOCL & OITC/OMC representatives will carry out regular inspection/Technical Audits of manufacturer's facilities to check adherence to quality control procedures.
2. Various records in respect of manufacture of cylinders as required by IOCL / OITC/OMC and BIS and as advised from time to time, shall be maintained at the time of inspection.
3. Manufacturer shall extend necessary co-operation during inspection of facilities by IOCL & OITC/ OMC members and shall provide for any additional samples if required, free of charge.
4. If and when necessary, the manufacturer will be required to carry out additional testing/inspection over and above what is required in IS:3196 (Part I): 2013/ IS 3196 (Part 3): 2012.
5. Deficiency in the manufacturer's manufacturing facilities or with the finished product, if found during OITC/OMC inspections, OITC reserves the right to suspend the manufacturer's production and/or dispatches on Industry basis.
6. SC Valves shall be procured from OITC approved vendors who have taken technology transfer from IOCL.
7. The cylinder manufacturer shall check the valves for any defects/leakages and implement in coming inspections as per IS:8737-1995.
8. **SC Valve Inspection:** the valves shall be checked for its threads as per the requirements of IS 15894: 2011 for which a dial gauge set up shall only be adopted to be for checking L1, L8 threads and truncation.
9. At least 5% of boxes of each consignment shall be selected and out of selected boxes 10 pcs shall be checked and records be maintained w. r. t.
  - a) Markings and Stamping for correctness and legibility
  - b) Critical dimensions
  - c) Collar Diameter as per specifications
  - (d) Hex diameter
  - (e) Neck diameter
  - (f) L1, L8 and C
  - (g) Valve Head Inner Diameter etc
10. **Bung Inspection:** The bung shall be checked for its threads as per the requirements of IS 15894: 2011 for which a dial gauge set up shall only be adopted to be for checking threads for L1, L9 and truncation. At least 5 pcs per 1000 pcs of bung shall be checked and record be maintained.
11. Action as deemed fit including suspension/blacklisting may be initiated against the cylinder manufacturer in case SC valves are procured from other than OITC approved vendors.
12. Action as deemed fit may be initiated against the cylinder manufacturer in case any defects are observed in the valves and Bungs.

**13. ISO CERTIFICATION:**

- a) Manufacturer to ensure that the ISO certification remains valid during the entire contract period. In case, ISO certification gets lapsed, action shall be taken which includes termination of order.
- b) Manufacturer shall ensure that periodic Surveillance audits of the Quality Management System for conformity to ISO 9001 requirements are carried out by BIS. Surveillance audit report points shall be reviewed at the time of audits for compliance by IOCL. Appropriate action shall be taken against the cylinder manufacturer in case of noncompliance.

**ADDITIONAL REQUIREMENTS:**

**All cylinder manufacturers shall maintain data base of all BIS cleared batches with dispatch details in excel format permanently and provided to OMC's as and when required. The data base shall record all details of the cylinder like the serial number, batch number, Manufacturer ID, date of manufacture, capacity of cylinder, Tare weight, gross weight, due date for testing, IS code , working pressure, test pressure, steel manufacturer, heat treatment Process adopted,( normalising/ stress relieving) etc.**

**MANUFACTURING DEFECTS:**

**Manufacturing defects shall be determined as per Quality Discipline Guidelines (QDG) and action will be taken as mentioned in QDG.**

However, identification of cylinders with manufacturing defects as rectifiable shall solely depend upon Joint Inspection. The cylinders with rectifiable manufacturing defects shall be handed over to the manufacturer for necessary rectification within the plant premises. The subject rectification shall be carried out without violation of Standards / IOCL requirements.

A commercial penalty/administrative charges of Rs. 30/- per defective cylinder shall be levied to cover the administrative cost. Apart from these penalties, the rectification cost shall be borne by the manufacturers.

**NOTE:**

In case of any complaint regarding the manufacturing defects/ the quality of cylinders supplied by the manufacturer, the manufacturer is required to complete the joint inspection of the entire lot of cylinders segregated for inspection & also rectify the rectifiable defects (if any) within 45 days of the first intimation sent to the manufacturer by IOCL.

In case, the party fails to do so correctly and completely within the stipulated time, or refuses to sign the Joint inspection report or leaves without signing the joint inspection report after witnessing the joint inspection, IOCL reserves the right to segregate the entire lot of cylinders kept for inspection into ones with rectifiable / non-rectifiable defects, on its own. In

The cylinders identified as non-rectifiable by IOCL shall be rejected and scrapped & no payment towards these cylinders shall be released to the party and this scrapped cylinder shall not be handed over to the vendor. If the payment has already been released, the same will be recovered from the party bills or payment. Such cylinders shall be retained & de-shaped by IOCL for disposal as scrap, after recovering the SC valves from them. The cylinders identified as non-rectifiable by IOCL shall be rejected and scrapped & no payment towards these cylinders shall be released to the party and this scrapped cylinder shall not be handed over to the vendor. If the payment has already been released, the same will be recovered from the party bills or payment. Such cylinders shall be retained & de-shaped by IOCL for disposal as scrap, after recovering the SC valves from them.

Commercial penalty/ administrative charges shall be recovered for all cylinders established with rectifiable defects or non-rectifiable defects,

**TECHNICAL SPECIFICATIONS OF SELF CLOSING TYPE VALVES FOR LPG CYLINDERS**

**SELF CLOSING LPG VALVES:**

- a. LPG Cylinder Valves, 25.6 mm dia Self Closing Type with Vertical outlet and incorporating vertical spring actuated spindle as detailed in Appendix – 4 (Page 6 of IOC "Implementation Report "dated March,1985).
- b. Valves inlet and outlet shall be confirming to Kosan Teknova Drawing No.186N502 dated 23.1.1985 (Revision K). Valve outlet is fitted with "Joint Packing" as per Drawing No.186N512 dated 04-06-1986 (Revision G). Approved FKM "Joint Packing" Drawing is attached.
- c. Valves should conform to Bureau of Indian Standards Specifications IS:8737 (Latest Revision) and duly inspected and certified / marked by BIS. The material of the valve housing (Valve body) shall comply with the physical & chemical properties of Brass as per IS:8737 (Latest) and the same shall be mandatory.
- d. The dimensional details as well as materials of construction for all other components of all the valves supplied should be in conformity with the Kosan Teknova Drawings specified above and maintenance of "Inspection and Quality Assurance Formats". Marking on the Valves shall be as per Drawing No. Valve A 1 Dated 12.03.2003 attached herewith.

**FKM O RINGS:**

The cylinder manufacturers shall ensure the SC Valve are fitted with FKM O rings. The FKM O rings should have been supplied to the SC valve manufacturers by OITC approved manufacturers. List of OITC approved vendors for supply of FKM O rings as on tender date attached. Cylinder Manufacturers to ensure a copy of quality certificate and invoice for the FKM O rings are taken for the SC valves procured and same shall be kept on record and should be available for inspection by OITC/OMC officials.

**Necessary BIS/ PESO approvals for use of FKM O rings shall be obtained by the SC valve manufacturers.**

**OITC approved vendors for supply of FKM O rings for SC Valves**

<b>Sr No.</b>	<b>Name of the Vendor</b>	<b>Contact Details</b>	<b>Identification Mark</b>
1	M/s Standard Elastomers 289-A , KIADB Industrial Area, Phase II, Harohalli village, Kanakapura taluk Dist: Ramanagara ,Karnataka- 562112	Mr G .S .Kaushik <a href="mailto:standardelastomers@gmail.com">standardelastomers@gmail.com</a> 09035898291	<b>SE</b>
2	M/s Yellow Gold Components Plot No. 4757, GIDC, Phase-III, Industrial Area Dared, Jamnagar- 361004	Mr. Anil Patel Mobile: 9426046846 <a href="mailto:info@yellowgoldcomponents.com">info@yellowgoldcomponents.com</a> ;	<b>YG</b>
3	M/s Pallavi Rubber Products Plot No. PAPG 18, phase-II, MIDC, Chakan, Pune-410501	Mr. Sanjeev Jethwani Mobile: 9920474346 <a href="mailto:jethwanisanjeev@gmail.com">jethwanisanjeev@gmail.com</a>	<b>PR</b>
4.	M/s. Parasnath Enterprises, Registered office - 31, Rajendra Park, Pusa Road, New Delhi – 110060	Mr Umesh Chandra Pandey 8826979466 / 9205351363 <a href="mailto:parasnath56@yahoo.com">parasnath56@yahoo.com</a>	<b>PN</b>
5.	M/s S. K. Rubber Parts Plot No. 10, Survey No. 317/24, 25& 26, Village- Mahim, Kacheri Road, Palghar West, Maharashtra, 401404	Mr. Santosh Kushwaha Mobile: 9322714032, 7021112028 <a href="mailto:skrubberparts@yahoo.com">skrubberparts@yahoo.com</a> ;	<b>SK</b>

**PLASTIC THREAD PROTECTOR CAP:**

This cap shall be without markings and dimensions as per drawing (Page 16 Appendix 4 (X) of "Implementation Report").

**SPECIFICATION FOR SAFETY CAPS:**

- Safety Caps shall be of " DUPONT DELRIN 500/900/1700P OR, CELCON M-90 / M-140 OR TENAC-5010 (all virgin materials ) approved by Oil Industry Technical Committee ( OITC) suitable for fixing at the outlet of Self Closing Compact Valve ( 25.6 mm dia outlet) as per our drawing attached with Tender Enquiry with Stainless Steel spring clip and soft twin Nylon/Poly Propylene Multifilament chord of adequate strength. Material for safety caps should be of Virgin Material.
- The safety Cap with spring shall be as detailed in the Drawing. IOCL may advise any dimensional changes in the safety cap design which will have to be complied by the manufacturers at no extra cost to IOCL.
- Safety Cap for Self-Closing Compact Valve for LPG Cylinder complete with spring and soft twin nylon chords with knot fused to ensure that it does not get opened under any circumstances. Safety Caps should satisfy the entire requirement including material Specifications given in the said Drawing.
  - Cap must withstand pneumatic pressure of 17 kgf / Sq. cm.
  - Words **INDANE** should be embossed on the top of the cap.

- (c) Cap spring should be tempered in such a way that it should facilitate easy fitment / removal and it should not become loose after at least 1000 operations of opening and closing.
  - (d) (i) Nylon Cord: Twin Cord of diameter 2.50 mm (combined) & 275 (± 5) mm long.  
(ii) Spring material: Stainless Steel.
  - (e) Each Cap should have manufacturer's identification mark embossed on it in addition to arrow mark on the top face. Each cap should be marked with "RD 158178" on the top face. Month/ Qtr. and Year of manufacturing should be marked on the cap.
  - (f) The minimum weight of 10 Safety Caps picked up at random (bare, caps without spring and chords) shall be 80 (± 5) gms. The colour of the cap shall be white.
  - (g) Safety Caps shall be moulded using Automatic Injection moulding machines only and not by semi-automatic / hand moulding machines. Above requirements to be informed to your respective cap vendors.
  - (h) If it is deemed necessary, the samples of Cap Assembly and all individual components used would be tested by IOCL in LERC / NABL approved laboratory and the results so obtained would be final and binding on the manufacturers. In case of failure action ad deemed fit shall be taken on cylinder manufacturers.
4. Safety Caps should be Purchased only from OITC approved vendors. The list of OITC approved safety cap Manufacturers is given below. Also, as when there is any addition of new Safety cap manufacturer or deletion of a vendor from the approved list same shall be intimated to all SC Valve Vendors. The Test report of safety caps should be obtained from the manufacturers for materials, dimensions, fitment, pneumatic leak test etc.

### **OITC Approved list of Safety Cap Manufacturers**

<b>SR NO</b>	<b>LIST OF APPROVED SAFETY CAP MANUFACTURERS</b>	<b>CONTACT DETAILS</b>	<b>IDENTIFICATION MARK</b>
1	M/s Adinath Industries C-9/2, DLF City, Phase I, C-9/2, DLF City Phase-I, Sukhchain Marg, Gurgaon, Haryana-122002	Mr. Gautam Jain 9811154680 Mr. Gaurav Jain 9810060890 Mr. Umesh Pandey 9871578866 <a href="mailto:adinathindus@gmail.com">adinathindus@gmail.com</a> ;	AD
2	M/s Cris Cap Safety Equipments A-4, Sheel Apartments, Plot 598/99, 16 <sup>th</sup> Road, Bandra (W), Mumbai – 400 050.	Mr. Kumar Bijlani (7738528099; 9821081683) <a href="mailto:criscapsafety@gmail.com">criscapsafety@gmail.com</a> ;	CCSE
3	M/s India Plastic Industries Near Saraon , Opp New Sharda Mill, MIDC Manpada Road, Dombivali (E) - 421 201 Distt : Thane	Mr. S.S. Patil -9892457783 indiaplastindustries@yahoo.co.in;	IPI
4	M/s Indo Plast Industries, W-189, M.I.D.C., Phase II, Dombivli (East) - 421 204, Distt : Thane (M.S.)	Mr. Prashant Patil - 09892692331 indoplastind@yahoo.co.in;	INDO P.

**14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23**

5	M/s Jagdamba Engineering Pvt Ltd. D 165 7 166, Phase III, IDA Jeedimetla, RR Distt (A.P)–500 055.	Mr. Janki Ram / Mr. Ashwin 9849027815 jepl@rediffmail.com;	JAG
6	M/s Nirmal Plastics Industries Unit no. 116, A to Z Industrial Estate, Ganpatrao Kadam Marg, Lower Parel, Mumbai – 400 013.	Mr. Mahendra Patni (9821242260) mpatni27@hotmail.com;	NP
7	M/s N.G. Trexim Pvt Ltd 29-B, Ravindra Sarani, Room No. 1 E, 3 <sup>rd</sup> Floor, Kolkata – 700073.	Mr. Jitendra Jha [09433014957] Mr. Naresh Kothari [9831028003] G.D. Kothari, Director <a href="mailto:ngtrexim@gmail.com">ngtrexim@gmail.com</a> ; <a href="mailto:ngbrother@eth.net">ngbrother@eth.net</a>	NG
8	M/s Parasnath Enterprises 31, Rajendra Park, Pusa Road, New Delhi – 110 060	Ms. Anita Wadhwa -9560394909 Mr. Siddhartha Jain - 9810060887 <a href="mailto:parasnath56@yahoo.com">parasnath56@yahoo.com</a>	PN
9	M/s Reliable Enterprises 56, Rajaji Industrial Estate, Gr. Floor , P.K. Road, Mulund (W), Mumbai – 400 080.	Mrs. Harbinder Kaur Vaid)- 9870045316 <a href="mailto:reliable_nsv@hotmail.com">reliable_nsv@hotmail.com</a>	RE
10	M/s Reliable Engineers Unit No. 23, Ashok Industrial Estate, L.B.S. Marg, Mulund (W), Mumbai 400 080.	Mr. S.S. Bhalla – 9870003908 <a href="mailto:reliableengs@hotmail.com">reliableengs@hotmail.com</a> ;	REN
11	M/s Reliable Plastics 52, Raja Industrial Estate, Off PK Road, Mulund (W), Mumbai – 400 080	Mrs. Shyamli Sood- 9820899481 <a href="mailto:reliableplastics@hotmail.com">reliableplastics@hotmail.com</a>	RP
12	M/s Sneha Plastics Plot No. 184 & 185, S.V.C.I.E., Jeedimetla, Hyderabad – 500 055.	Mr. Shivkant Dalmia (09391017811) <a href="mailto:snehaplastics@gmail.com">snehaplastics@gmail.com</a> ;	SP
13	M/s Super Plastic Industries Gala No 2, Mhatre Pada, Opp. W- 118, MIDC Phase II, Near Technocraft Co., Sonarpada, Dombivali (E) – 421 204.	Mr. Rajendra S. Patil -9821478420 superplasticindustries@yahoo.co.in	SPI
14	M/s Unison Auto Industries Plot No. D-15, Phase II, MIDC Industrial Area , Dombivali (E) – 421 203. Distt : Thane	Mr. Gulab Jham : 09820024648 Sangita Patil - 9773203267 <a href="mailto:unisonauto.in@gmail.com">unisonauto.in@gmail.com</a> sangita0379@gmail.com	UAI
15	M/s Techno Industries, AE-456, Salt Lake City , Kolkata – 700064	Mr. R. Biswas : 09903057502 <a href="mailto:tech0969@dataone.in">tech0969@dataone.in</a> ;	TI
16	M/s Techno Impex Helabhattala, Hatiara Road, Opp. Sagar Gramin Bank, Kolkata – 700 059	Mr. T. Biswas: 9433033026 das_gobinda@yahoo.in	TIM
17	M/s Nirmal Products C-704, Raheja Sherwood, Western Express Highway, Behind “The Hub” Mall, Goregaon (East), Mumbai – 400 063	Mr. Siddharth M. Patni – Mobile : 9820444731 Email : <a href="mailto:siddharth.m.patni@gmail.com">siddharth.m.patni@gmail.com</a>	NPR



**14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23**

18	M/s P.R. Plasto B-1-15, Ram Girdhar Industrial Estate, Vithalwadi Station Road, Opp. Reliance Petrol Pump, Ulhasnagar, Thane 421003.	Contact Person: Mr. Pawan Kharat Mobile. No.: 8805958010 Email ID: p_rplasto@rediffmail.com	PRP
19	M/s Prasad Plastics U-83, MIDC Area, Hingna Road, Nagpur – 440016	Contact Person : Manoj Prasad, Proprietor Mobile – 9823280591, Email- <a href="mailto:prasadplastic@sify.com">prasadplastic@sify.com</a>	PP
20	M/s Shivam Polymers Plot No. 3, Assoti Piyala Road, Balabgarh, Faridabad, Haryana – 121004	Contact Person : Mr. Ajit Dalal Mobile – 9643854148 Email : shivampolymers68@gmail.com	SPS
21	M/s K.P. Abrasives (P) Ltd KPI Building, Street No.8, Sarurpur Industrial Area, Sohna Road, Faridabad Haryana – 121005	Contact Person : Mr. Akhil Saraswat Mobile – 9810413499 Email : kpabrasives@gmail.com	KP
22	Vivek Plastics No. 113, New Unique Industrial Estate Dr RP Road, Mulund (West) Mumbai 400080	Contact Person : Mr Anil 7303461856 Email: <a href="mailto:vivekplastics19@yahoo.in">vivekplastics19@yahoo.in</a>	VP
23	M/s Paras Plastic , Gala No 9-15 Pooja Industrial Estate, Near Golani Naka, Waliv, Vasai(E), Thane - 401208	Contact Person :Paras Shah Mobile :09820073698 paras@parasplastics.com	PP
24	M/s Plasto India B-222, Sector 4, DSII DC, Bawana, Delhi- 110036	Contact person: Neeraj Kakkar plastoindia222@gmail.com 8800296369 , 9871908710	PI
25	M/s Robin Impex Pvt Ltd, RZ 34, Saibaba Enclave, Tehsil Road, Najafgarge, New Delhi.	Mr. Satendra Rana 8130892134 satendra_india@yahoo.com	RI
26	M/s Right Vision Pvt. Ltd. A-4/4, Sector 80, Phase-II, Noida- 201305	Contact Person: BP Bharti 9810526627 bpbharti@rightvision.biz	RIPL
27	M/s K.R. Techno Plast 91/1, Sikhara Road, Industrial Area Modi Nagar, Ghaziabad-201204	Contact Person: Pramod Kumar 9310836933 <a href="mailto:krtechnoplast@gmail.com">krtechnoplast@gmail.com</a>	KR
28	Maksa Industries Plot no. 30-A1, Sector-II, SIDCUL, Haridwar, UK	Contact Person: Mr. Kuldeep Singh 9897998237 <a href="mailto:maksaindustries@gmail.com">maksaindustries@gmail.com</a>	MI
29	Swastik Plastics Plot no. BL-8A, Sector-13, GIDA, Gorakhpur U.P.	Contact person: Mr. Naveen Rungta 9415210340 swastikplastics.india@gmail.com	SPK
30	Itech Plast India Pvt. Ltd. Plot no. 107/108, Shampara, Bhavnagar	Contact Person: Mr. Parag Shah 9099925052 <a href="mailto:marketing@itechplast.com">marketing@itechplast.com</a>	ITP
31	Girraj Enterprises Vill-Piyala, P.O. Asaoti, Teh-Ballabgarh, Dist-Faridabad	Contact Person: Mr. Vipin Dalal 9717517131 <a href="mailto:Dalalsahab.rahul11@gmail.com">Dalalsahab.rahul11@gmail.com</a>	GE

32	Tanot Polymers Pvt. Ltd. Vill- Piyala, Piyala-Dundsa road, Ballabgarh, Faridabad	Contact Person: Mr. Ajit Singh 9911260467 tanotpolymer@gmail.com	TPS
33	L.M. Enterprises Plot No. B-57, STICE, Musalgaon, Sinnar, Nashik-422103	Contact Person: Mr. Yuvraj Pardeshi 9075756464/ 9822514989 Yuvrajpardeshi427@gmail.com	LME
34	Vishal Engineering Company Kh.no.632/65/1/2/3, Vill-Moginand, Kala Amb, HP-173030	Mr . Pankaj jain 9218695021 / 9416068541 <a href="mailto:Pkjain721@gmail.com">Pkjain721@gmail.com</a>	VEC
35	Sarkar Enterprises VIII-Shyampur Sarkar para PO Budge Budge, Kolkatta-700137	Sambhu Nath Sarkar 9804187456 / 9433231154 <a href="mailto:sarkarenterprisebb@gmail.com">sarkarenterprisebb@gmail.com</a>	SE
36	Everrise Polypro H-72, Site-5, UPSIDC Industrial Area, Kasna, Greater Noida (U.P.)- 201308	Contact Person: U.K. Sharma; S.K. Gupta 8375004768; 9625062716 <a href="mailto:usharma@epolypro.com">usharma@epolypro.com</a>	EPP

**SPECIAL TERMS AND CONDITIONS**

1. Raw material for Valves shall be tested minimum once in a quarter through an independent NABL accredited laboratory for conformity of chemical composition of raw material to IS 8737:1995 by the cylinder manufacturers and record to be maintained.
2. Calibration of all testing/measuring equipment should be done as per BIS scheme of testing and Inspection or as advised by the Corporation.
3. Other specifications given in the IS standard and IOCL drawing but not covered in this specification should be followed along with instructions issued by IOCL / BIS from time to time.
4. Rubber components shall be regularly tested for meeting specifications as per Kosan Technova Technology document and OMC Instructions and record to be maintained.
5. Internal components of SC valves can be bought out items. However strict control has to be exercised on the quality of all bought out components as per the requirements of Kosan Technova Technology. Necessary records towards inspection of bought out components shall be maintained.
6. Punching on the Valve Hexagonal faces shall be clear & strictly in line with the drawing requirements.
7. Safety caps not found as per specifications or manufactured by party not approved by OITC, then the cost of safety caps shall be recovered which shall be Rs. 4/- per piece in addition action as per Quality Discipline Guidelines (QDG) will be applicable.

**SAMPLING AND QUALITY CONTROL OF HTS CYLINDERS**

1. **Deep draw:** Check the minimum thickness by cutting a section of half picked up at random. The thickness measured at any point shall not be less than minimum thickness. Thickness shall be measured at an interval of 20 mm all over the half.
2. **Normalizing:**
  - i) **Continuous fired furnace** – Samples will be drawn from the middle of the capacity of the furnace. For example, if the furnace has four rows of 25 cylinders each then samples will be drawn from the 13<sup>th</sup> column. All the cylinders shall be tested for acceptance tests and samples shall be drawn from upper as well as lower half.

**Cylinder pattern in furnace:**

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

- ii) **Batch fired** – the sample shall be drawn from the middle of the capacity of the trolley. For example, if the capacity of the trolley is 10 x 10 then the samples drawn will be as in the diagram below:

**Cylinder pattern in furnace:**

1	2	3	4	5	6	7	8	9	10
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0
0	0	0	0	0	0	0	0	0	0

**If the cylinders are kept in double layer i.e., one cylinder over another then the same shall be repeated for the upper layer.**

In both the cases the 'C' and 'L' samples shall be drawn from upper and lower halves.

- C Take test sample for micro test. The grain size should show fair attainment of ASME grain size 8 under microscope.
- L In burst test upper and lower half should expand equally. The difference in diameter shall not be more than 5% of mean diameter.

**TAGGING OF DYNAMIC QR CODE ON THE CYLINDERS**

Provision of Tagging of the cylinders with QR Code may be required for the cylinders supplied against the contract.

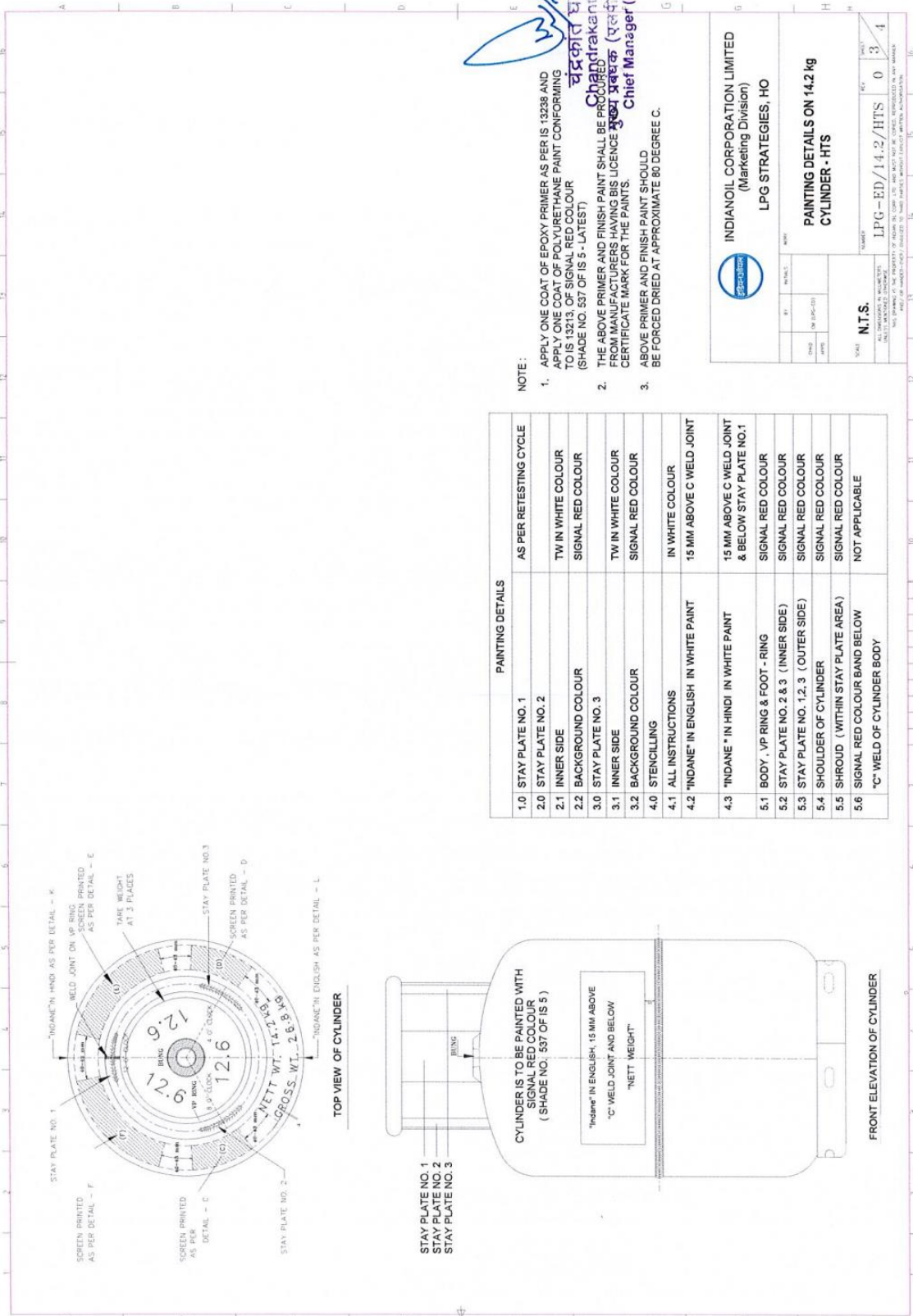
**In case the Manufacturers are advised by IOCL to implement the QR Code Tagging, the following shall be the tentative methodology:**

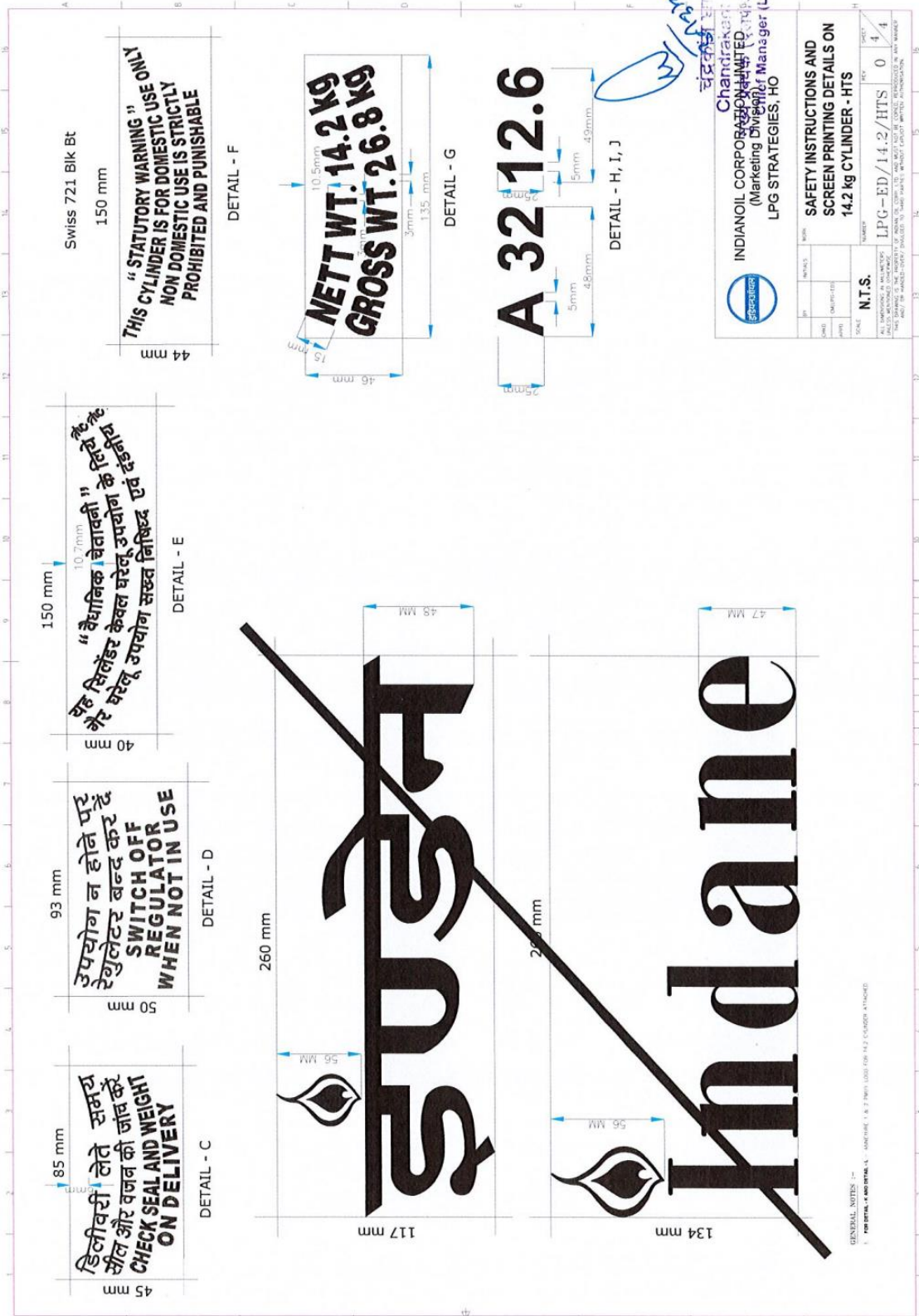
1. QR code shall be laser printed on Stainless Steel Plate of Grade SS 304. The QR code etched SS plate shall be fixed on the inside of stay-plate ST-3.
2. ST-3 (at 4 o Clock Position) is the stay plate marked with Tare Weight (TW) stencilled on the inside and ISI Mark and other details embossed on the outside.
3. Methodology for fixing the SS plate with the QR code shall be either through clinching of the SS plate on the Stay plate or by way of welding/riveting or any other suitable method as advised by IOCL.
4. The dimensions of SS 304 plate shall be as under:  
  
Length – 50 mm  
Breadth – 45 mm  
Thickness – 0.5 mm  
Depth of QR Code Etching – shall be communicated.
5. QR code of size 35 mm X 35 mm shall be laser printed on the SS plate of above dimensions.
6. Application of approved adhesive/paint on the stay plate or QR code plate shall be done to avoid gap between QR code plate and the Stay plate.
7. The QR code shall be obtained by calling APIs provided by Centralized Cylinder Tracking System of IOC.
8. The necessary equipment/ special tools/ infrastructure for laser printing of the QR Codes, Material required etc shall be within the scope of the Manufacturer.
9. The detailed methodology of implementation of the QR code shall be conveyed on placement of contracts on the successful bidders in case the QR coding tagging is to be provided on the new HTS cylinders.
10. In case QR Code tagging is implemented the Manufacturer shall be required to obtain necessary approval of the Revised Drawings from PESO/ BIS as applicable.
11. In case QR code tagging is implemented, payment for providing the QR code on the cylinders shall be released **@1.20 % of the state wise L1 rate established for the HTS cylinders after reverse auction** against the tender. GST shall be paid extra over the established rate.  
Same has been mentioned in the BOQ also.
12. Please note that the payment for providing the QR code on the cylinders shall be released only if the Corporation decides to go in with the implementation of providing the QR code against the new cylinder procurement.







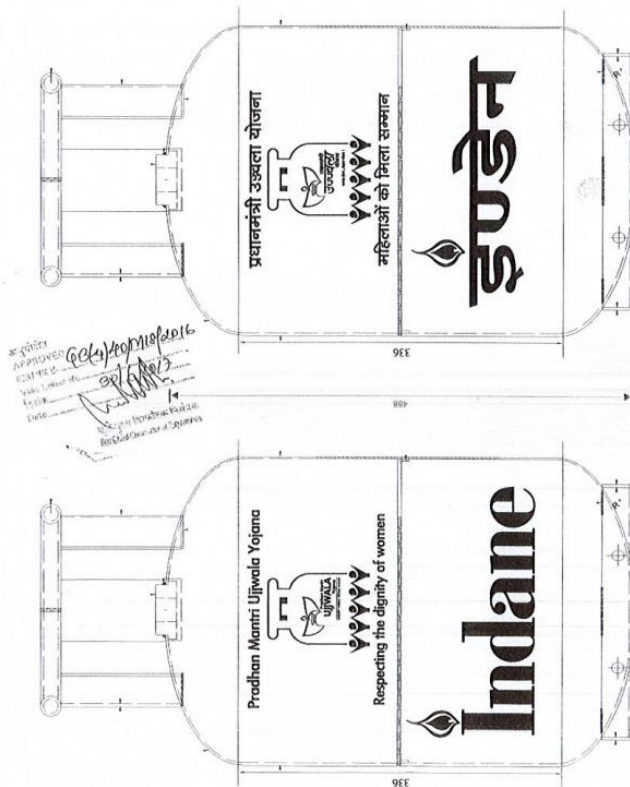






ANNEXURE - 1

PMUY LOGO for 14.2 kg CYLINDER



Colour : White

Dimensions in mm

Indian Oil Corporation Ltd.			
Subject: PMUY LOGO for 14.2 kg CYLINDER			
SCALE 1:1	DRAWN	SIGNATURE	DRAWING NO.
DATE : 17.05.17	LPG STRATEGIES, HO		LPG-ED/14.2PMUY LOGO

चंद्रकांत घाटगे  
Chandrakanth Ghate  
मुख्य प्रबंधक (प्रलोपो-ईडी), प्र.का.  
Chief Manager (LPG-ED), HO

30/6/2007

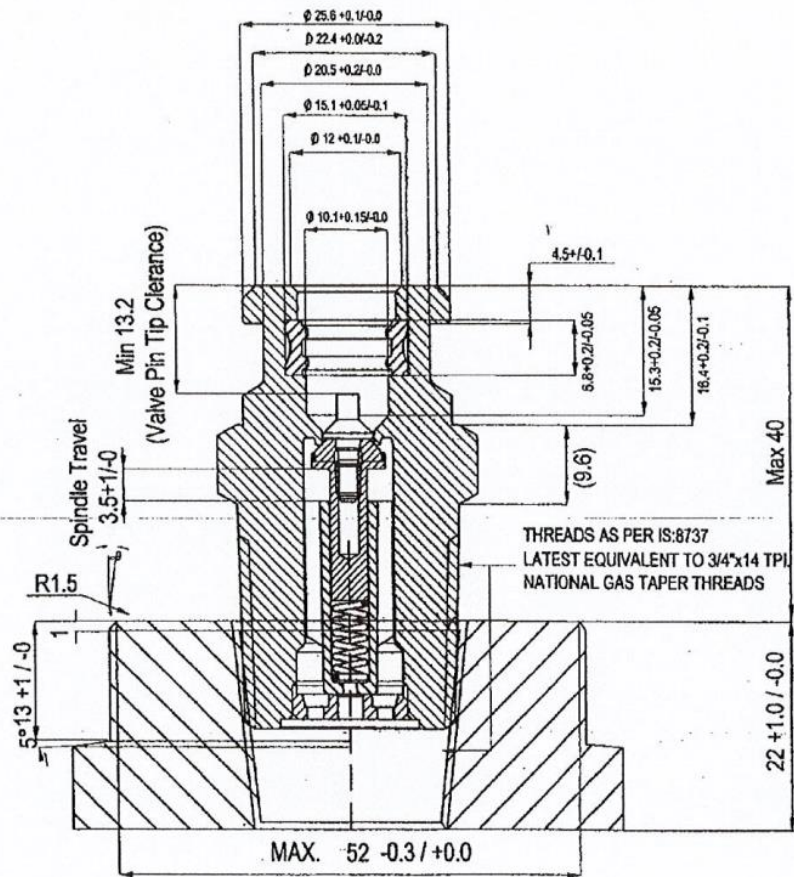
Colour : White

[illegible]

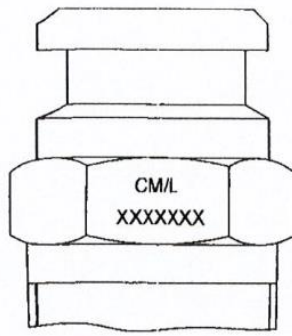
चंद्रकांत घाटोल  
Chandrakant Ghatol  
मुख्य प्रबंधक (एल.पी.जी.-ईडी), प्र.का.  
Chief Manager (LPG-ED), HO

SC Valve Drawing

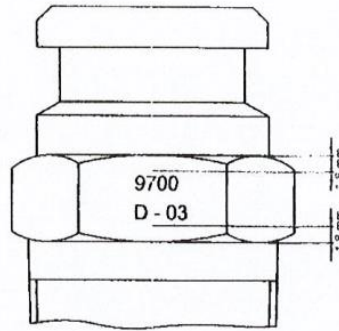
INLET CONNECTION  
DETAILS OF SELF-CLOSING  
VALVE (25.6mm OUTLET)  
FITTED ON BUNG



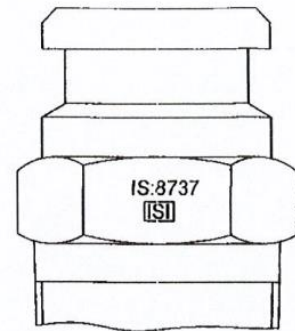
चंद्रकांत घाटोल  
Chandrakant Ghatalol  
मुख्य प्रबंधक (एलपीजी-ईडी), ए.का.  
Chief Manager (LPG-ED), HO



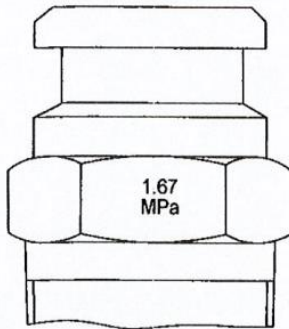
1



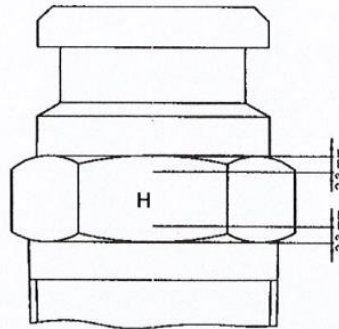
2



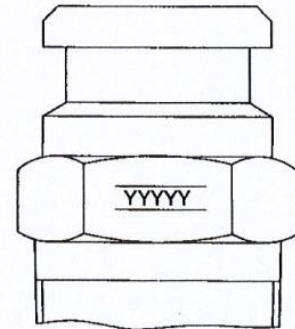
3



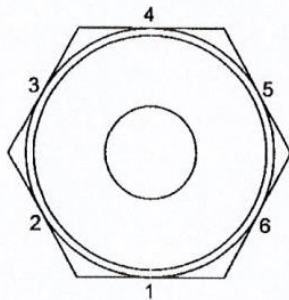
4



5



6




- FLAT 1 : CM/L 1.6 mm  
XXXXXXX 1.6 mm } **LICENCE NUMBER**  
FLAT 2 : QUARTER AND YEAR OF MANUFACTURING / BATCH  
NUMBER. LETTERS / NOS HEIGHT WILL BE 2 mm WITH  
A GAP OF 2 mm BETWEEN LINE.  
FLAT 3 : IS 8737 1.6 mm  
IS MARK AS PER BIS STANDARD ( 5.0\* 3.8 mm )  
FLAT 4 : 1.67 MPa 1.6 mm  
FLAT 5 : IDENTIFICATION MARK FOR "IOC"  
HEIGHT 5.0 mm  
FLAT 6 : 5.0 mm  
IDENTIFICATION MARK OF MANUFACTURER

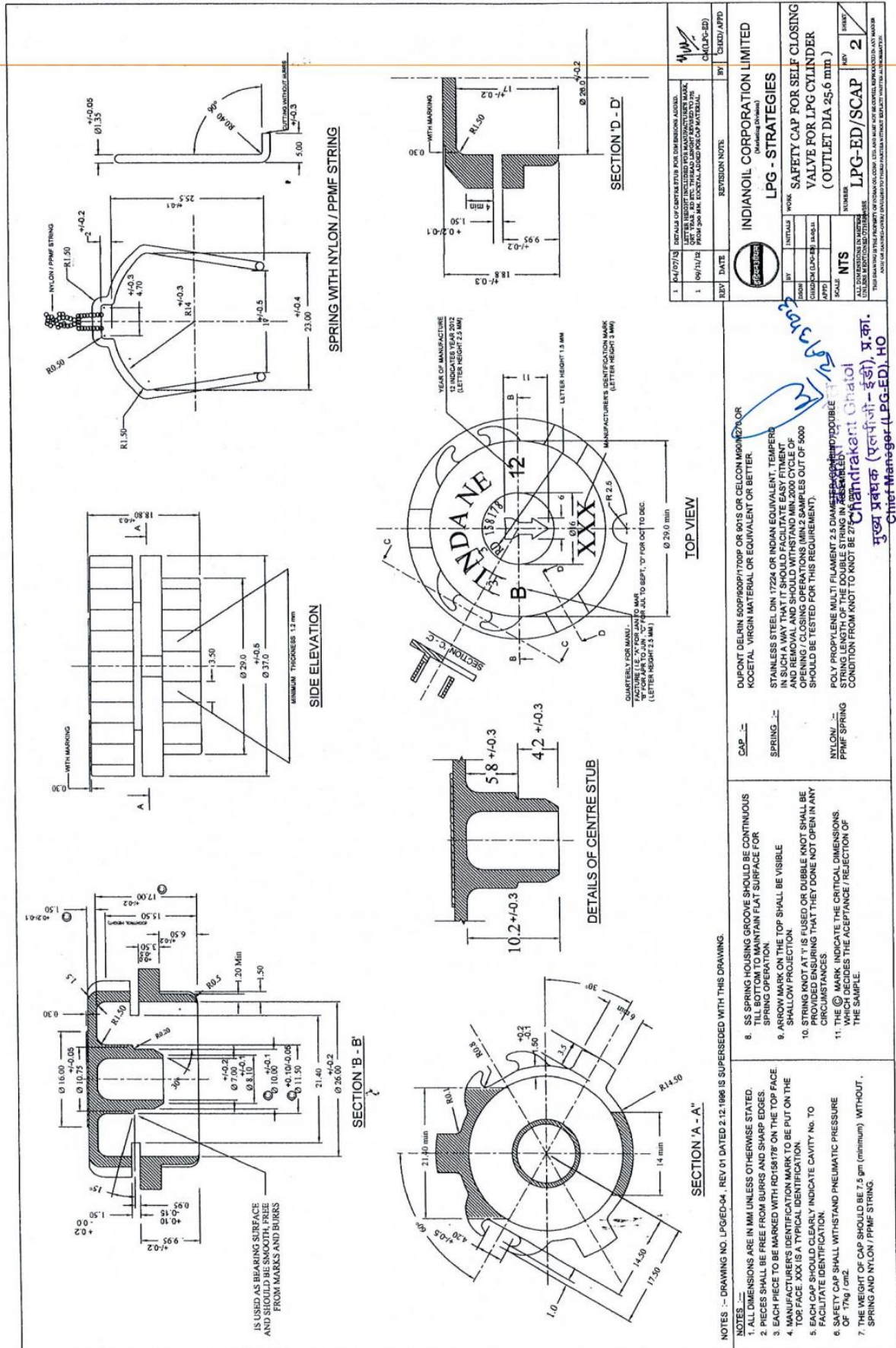
NOTE : DIMENSIONS GIVEN ARE FOR HEIGHT OF LETTERS  
DEPTH OF STAMPING 0.5 mm ( MINIMUM )

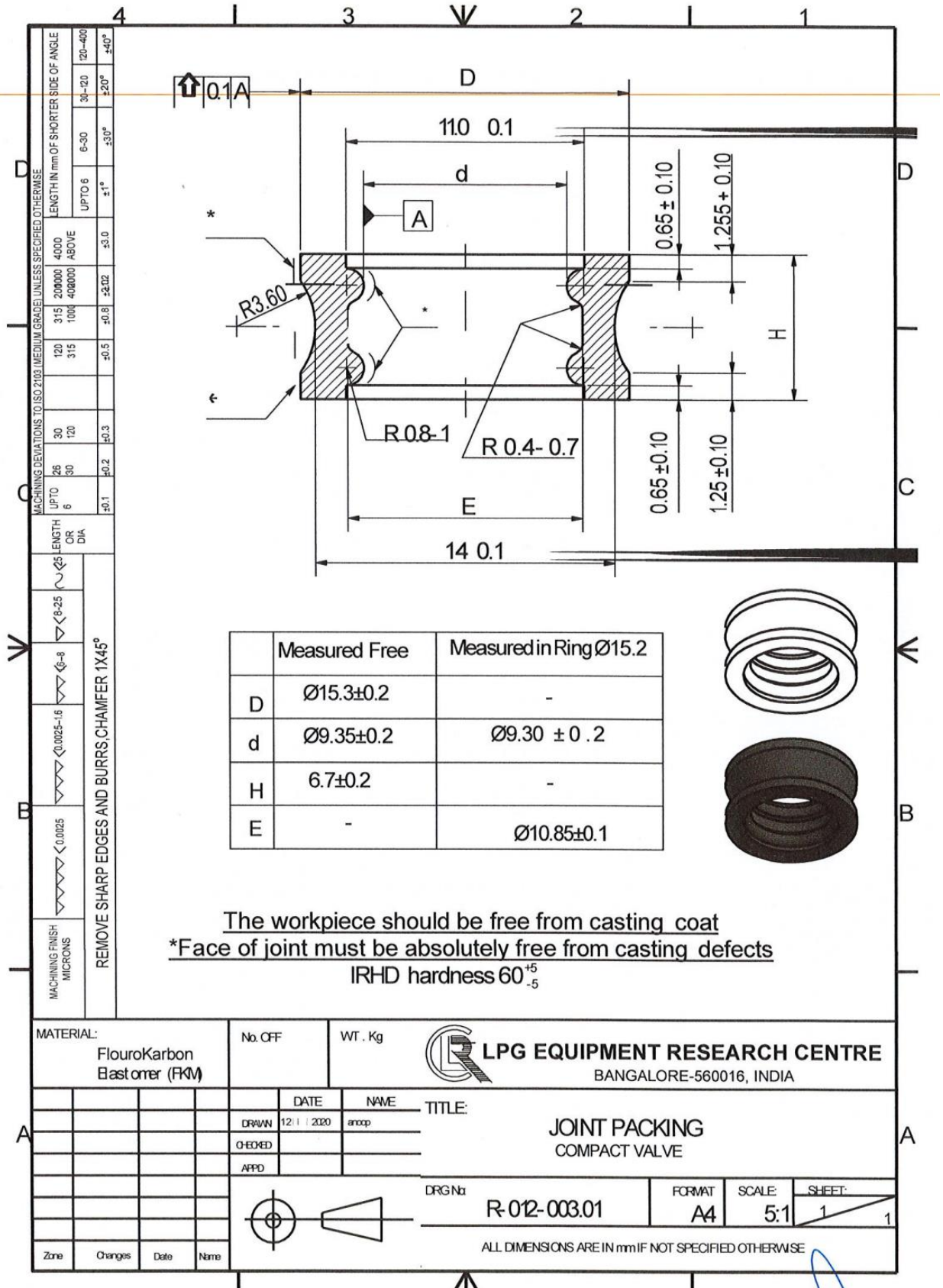
मुख्य प्रबंधक (सुरक्षा) - ईडी, प्र.का.  
Chief Engineer (LPG-ED), HO

चंद्रकांत घाटोल  
Chandrakant Ghatalol

REV	DATE	REVISION NOTE	BY	CHKD	APPD
 <b>INDIANOIL CORPORATION LIMITED</b> (Marketing Division) <b>LPG STRATEGIES - HO</b>					
BY	INITIALS	TITLE			
DSGN		VALVE MARKING FOR SELF CLOSING LPG VALVE			
CHKD	CM(LPG-ED)	09.06.2011			
APPD					
SCALE		NUMBER			
N.T.S.		LPG-ED/VALVE MARKING			
ALL DIMENSIONS IN METERS UNLESS MENTIONED OTHERWISE		REV		SHEET	
		0		1	
THIS DRAWING IS THE PROPERTY OF INDIAN OIL CORP. LTD. AND MUST NOT BE COPIED, REPRODUCED IN ANY MANNER AND/OR HANDED OVER/DIVULGED TO THIRD PARTIES WITHOUT EXPLICIT WRITTEN AUTHORIZATION					







## INDIAN OIL CORPORATION LIMITED

LIST OF BOARD OF DIRECTORS EFFECTIVE 28th DECEMBER, 2022

- |  |   |
|--|---|
| <p>1. <b>Shri Shrikant Madhav Vaidya</b><br/><b>Chairman</b><br/><b>DIN: 06995642</b><br/>Indian Oil Corporation Limited<br/>Corporate Office<br/>Plot 3079/3, Sadiq Nagar<br/>J.B.Tito Marg<br/><u>New Delhi-110 049.</u></p>                               | <p>9. <b>Shri Sunil Kumar</b><br/><b>Government Nominee Director</b><br/><b>Joint Secretary(E&amp;BR), MoP&amp;NG</b><br/><b>DIN: 08467559</b><br/>Shastri Bhavan<br/><u>New Delhi – 110 001.</u></p>                         |
| <p>2. <b>Dr. S.S.V.Ramakumar</b><br/><b>Director (Research &amp; Development)</b><br/><b>DIN: 07626484</b><br/>Indian Oil Corporation Limited<br/>R&amp;D Centre<br/>Sector 13<br/>Faridabad-121 002.<br/><u>Haryana.</u></p>                                | <p>10. <b>Shri Dilip Gogoi Lalung</b><br/><b>Independent Director</b><br/><b>DIN: 09398549</b><br/>Seuj Nagar, Chapakhowa Town<br/>Sadiya<br/>Tinsukia-786 157.<br/><u>Assam</u></p>  |
| <p>3. <b>Shri Ranjan Kumar Mohapatra</b><br/><b>Director (Human Resources)</b><br/><b>DIN: 08006199</b><br/>Indian Oil Corporation Limited<br/>Corporate Office<br/>Plot 3079/3<br/>Sadiq Nagar<br/>J.B.Tito Marg<br/><u>New Delhi-110 049.</u></p>          | <p>11. <b>Dr. Ashutosh Pant</b><br/><b>Independent Director</b><br/><b>DIN: 03057160</b><br/>17 Nandpuri,<br/>Malviya Nagar<br/>Jaipur-302 017.<br/><u>Rajasthan.</u></p>   |
| <p>4. <b>Shri V. Satish Kumar</b><br/><b>Director (Marketing)</b><br/><b>DIN: 09322002</b><br/>Indian Oil Corporation Limited<br/>(Marketing Division)<br/>IndianOil Bhavan,<br/>G-9, Ali Yavar Jung Marg<br/>Bandra (East)<br/><u>Mumbai – 400 051.</u></p> | <p>12. <b>Dr. Dattatreya Rao Sirpurker</b><br/><b>Independent Director</b><br/><b>DIN: 09400251</b><br/>20-1- 415 A8/6, Subhash Nagar<br/>Akkarampalli Road,<br/>Tirupati<br/>Chittoor-517 501.<br/><u>Andhra Pradesh</u></p> |
| <p>5. <b>Shri D.S. Nanaware</b><br/><b>Director (Pipelines)</b><br/><b>DIN: 07354849</b><br/>Indian Oil Corporation Limited<br/>A-1, Udyog Marg<br/>Sector-1<br/><u>Noida-201 301.</u></p>   | <p>13. <b>Shri Prasenjit Biswas</b><br/><b>Independent Director</b><br/><b>DIN: 09398565</b><br/>Malancha Nagar, Sonali Rest House<br/>Biswas House, Kunjavan<br/>Agartala-799 006.<br/><u>West Tripura.</u></p>              |

- |  |   |
|--|---|
| <p>6. <b>Ms. Sukla Mistry</b><br/><b>Director (Refineries)</b><br/><b>DIN: 09309378</b><br/>Indian Oil Corporation Limited<br/>SCOPE Complex Core 2<br/>7, Institutional Area<br/>Lodhi Road<br/><u>New Delhi – 110 003.</u></p>                       | <p>14. <b>Shri Sudipta Kumar Ray</b><br/><b>Independent Director</b><br/><b>DIN: 02534632</b><br/>3RF 4/3, Housing Colony, Unit 3<br/>Kharavela Nagar,<br/>Khorda-751 001.<br/>Bhubaneswar<br/><u>Odisha.</u></p> |
| <p>7. <b>Shri Sujoy Choudhury</b><br/><b>Director (Planning &amp; Business Develop</b><br/><b>DIN: 09503285</b><br/>Indian Oil Corporation Limited<br/>IndianOil Bhavan<br/>No.1, Sri Aurobindo Marg<br/>Yusuf Sarai<br/><u>New Delhi-110 016.</u></p> | <p>15. <b>Shri Krishnan Sadagopan</b><br/><b>Independent Director</b><br/><b>DIN: 09397902</b><br/>No.2, Sowmiya Apartments<br/>20/22, Devanathan Street<br/>Mandaveli<br/><u>Chennai-600 028.</u></p>            |
| <p>8. <b>Dr. Navneet Mohan Kothari</b><br/><b>Government Nominee Director</b><br/><b>Joint Secretary(M), MoP&amp;NG</b><br/><b>DIN: 02651712</b><br/>Shastri Bhavan<br/><u>New Delhi – 110 001.</u></p>  | <p>16. <b>Dr. (Prof.) Ram Naresh Singh</b><br/><b>Independent Director</b><br/><b>DIN: 07571840</b><br/>Pratap Nagar,<br/>Ward- 16,<br/>Saharsa-852 201.<br/><u>Bihar.</u></p>                                    |





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

**LPG OPERATIONS DEPARTMENT  
HEAD OFFICE  
G-9, ALI YAVAR JUNG MARG,  
BANDRA (EAST)  
MUMBAI- 400 051.**

**TENDER NO: LPG-O/M/PT-04/22-23**

**CLOSING ON : 25/04/2023 AT 15:00 HRS**

**Tender for supply of around 5 lakh number of 14.2 Kg  
LPG Cylinders as per IS -3196 (Part I) using High  
Strength Steel confirming to IS:15914 with SC Valves  
of SC Valves to various LPG Bottling Plants.**

**PRICE BID - PART 'II'**

**BOQ SEPARATELY ENCLOSED IN EXCEL SHEET.  
TO BE QUOTED IN ENCLOSED EXCEL SHEET ONLY**



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

**LPG OPERATIONS DEPARTMENT  
HEAD OFFICE  
G-9, ALI YAVAR JUNG MARG,  
BANDRA (EAST)  
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Strength Steel confirming to IS:15914 with SC Valves  
to various LPG Bottling Plants.**

**TECHNICAL BID - PART 'I-B'**

***PART- I-B***

***GENERAL TERMS & CONDITIONS***  
***OF TENDER***  
***AND***  
***DECLARATIONS***

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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### **SECTION - 1** **IMPORTANT GUIDELINES TO TENDERERS**

- 1) Bidders are requested to carefully study all the documents/Annexure and understand the conditions, specifications etc before quoting their rates. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Indian Oil Corporation Limited reserves the right to cancel the tender without assigning any reason.
- 2) Bidders are requested to go through the “Special Instruction to the Bidders (SITB)” provided in the IOCL E-Tendering site <https://iocletenders.nic.in>.
- 3) It is mandatory for every tenderer to provide all the information as set out in the tender document irrespective of their earlier association with Indian Oil Corporation Limited. Any conditional / incomplete offer or failure to follow above instructions may lead to disqualification.
- 4) The Bidders shall upload legible scanned copy of necessary documents in support of required qualification and experience along with their offer as per instruction given in the Special Instructions to Bidders.
- 5) Physical/Manual Bids shall not be accepted. Bids shall be accepted only through E-Tendering portal. No manual bid shall be permitted along with electronic bids. In case of receipt of manual bids apart from specifically requested offline documents in the tender, same shall be returned to the bidder. Additional documents received through email shall not be considered for the purpose of evaluation, unless specifically advised by the Tender Issuing Authority.
- 6) The bidder should ensure that every endeavour has been made to avoid errors which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 7) Tenderers are advised not to send or upload un-necessary / unsolicited documents. The same will not be evaluated.
- 8) Bids should be submitted as under:  
Part-I: Technical Bid complete with all technical and commercial details and documents other than price shall be submitted essentially containing the documents in ‘List of documents to be uploaded by the Bidder’. Disclosure of price bid in Part-I will be liable for disqualification.  
  
Part-II: “Price Bid “This part shall have only Price Schedule (BOQ/Bill of Quantity) with prices duly filled in. Prices shall be filled in the price bid format (excel sheet) provided with the tender documents (i.e., uploaded on the website by IOCL)”.

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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- 9) Tenderers to note that price must be quoted only in the price schedule (BOQ/BILL OF QUANTITY) document. Disclosure of any price or rate in any manner other than in the price bid will render the tenderer disqualified from the tender process.
- 10) Notwithstanding the subdivisions of the tender document into several sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 11) Canvassing for information or submission of forged or false documents / information by any Bidder shall make the offer invalid. In addition, action shall also be taken by Indian Oil Corporation Limited for forfeiture of EMD as well as putting the Bidder on Holiday list.
- 12) Indian Oil Corporation Limited reserves the right to revise / extend any Date / Time from scheduled timelines of published tender.
- 13) Any Addendum/ Corrigendum/ Sale Date Extension in respect of the tender shall be issued on the E-Tendering Portal only & no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit the E-Tendering Portal to keep themselves updated.

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### **SECTION - 2**

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

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

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

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

- 2.1 The tenderer shall quote the rates for all the items in the price bid only.
- 2.2 Tenderer must distinctly understand that they will be strictly required to conform to the conditions of this contract as contained in each of its clauses and the plea of CUSTOM PREVAILING will not on any account be admitted as an excuse on their part for infringement of any of the conditions.
- 2.3 Tender should be strictly in accordance with specifications and other tender documents.
- 2.4 Any offer which does not comply with the tender conditions or contains counter conditions may be treated as invalid. "Submission of physically signed and scanned or digitally signed single page declaration in Tender Acceptance Format i.e., "Undertaking by the Tenderers" will be considered total acceptance of the terms and conditions of the tender."
- 2.5 The quoted rates shall be valid for a period as specified in the NIT or validity of rates extended by the bidder as per Indian Oil Corporation Limited request.
- 2.6 Tenderer must not resort to unsolicited revision of Price Bid. Any type of unsolicited revision will disqualify the tenderer.
- 2.7 If the successful tenderer, during specified time period, fails to accept the Letter of Acceptance (LOA), work order, placed at his original quoted rates or subsequently negotiated rates, as the case may be, the earnest money deposited shall be forfeited in addition to putting the bidder on Holiday List.
- 2.8 Once the quotation is accepted and the Letter of Acceptance (LOA) / purchase order is placed on the successful tenderer, the validity will remain same till completion of delivery in all respects. No escalation/de-escalation (if applicable) in the cost of materials, labour, transportation shall be entertained at any stage of the contract till the job is completed in all respect except for the cases wherein escalation clause is part of the contract.
- 2.9 Incomplete tenders, conditional tenders or tender not conforming to the terms and conditions prescribed in the tender documents are likely to be rejected.
- 2.10 Tenders not accompanied by the requisite EARNEST MONEY DEPOSIT (EMD) / Bid Security Declaration as applicable for particular tender, will be summarily rejected.
- 2.11 Indian Oil Corporation Limited is not bound to accept the lowest tender and reserves the rights to reject any or every tender or split the order without assigning any reason whatsoever and/or to carry out negotiations with the vendors in the manner considered suitable to Indian Oil Corporation Limited.
- 2.12 Any terms and conditions attached in the vendor's offer will not be binding on Indian Oil Corporation Limited.

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### **3. SUBMISSION OF TENDERS:**

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

### **4. OPENING OF BIDS:**

- 4.1 Technical bids shall be opened on or after specified date and time mentioned in NIT.
- 4.2 Price Bid of the technically qualified tenderers shall be opened on specified date and time as advised to the qualified tenderers.

### **5. INCOME TAX:**

- 5.1 The contractor shall be exclusively responsible and liable to pay Taxes on Income arising out of payment made out of the contract.
- 5.2 Wherever withholding tax i.e., Tax deduction at source (TDS) is applicable under the Income tax Act, 1961 the same will be deducted from the Invoices raised and TDS Certificate as per provision of the Income tax Act and Rules shall be issued to the contractor.
- 5.3 PAN is mandatory.

### **6. VALIDITY OF RATES:**

The quoted rates shall be valid as specified in NIT (including any extensions thereof) from the date of opening of Technical Bid for Indian Oil Corporation Limited's acceptance and for the successful Tenderer, till completion of contract in all respects.

### **7. CLARIFICATIONS / NEGOTIATIONS:**

Negotiations shall not be conducted as a matter of routine. However, Indian Oil Corporation Limited reserves the right to conduct negotiations and Tenderers will have to attend the office of Indian Oil Corporation Limited for negotiations/ clarifications required in respect of their quotations without any commitment on the part of Indian Oil Corporation Limited. In case of negotiation, the Bidder should send the confirmation of such negotiation so as to reach the office of Indian Oil Corporation Limited within 7 days from the date of negotiations failing which Indian Oil Corporation Limited reserves the right to ignore the bid.

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



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### 8. EXECUTION OF AGREEMENT:

- 8.1 On acceptance of quotation, the successful bidder will have to execute separate purchase agreement with Indian Oil Corporation Limited covering all aspects of the Contract in the standard form, immediately before commencement of work.
- 8.2 The intending bidder should acquaint themselves with the provisions of standard agreement before quoting.

### 9. POWER OF ATTORNEY:

When the person signing the tender/agreement is not the Sole Proprietor or authorized representative of the Company, the original Power of Attorney or a notary certified copy thereof authorizing such person to act and sign on behalf of the Company should be produced.

**Power of Attorney:** Authority of the person uploading the bids with his DSC shall be required to be submitted in the bids. Document required showing the authority of the person uploading & submitting the bid with his Digital Signature Certificate shall be as given in the following table:

In case of Proprietary Concern	✓The bid should be signed by the proprietor along with an undertaking duly notarized certifying that the bidder/tenderer is the sole proprietor. Such undertaking will be uploaded. During the tender process, the bidder may authorize a person to bid on his behalf on the basis of Power of Attorney (POA). However, he will upload POA, if the bid is submitted by person other than proprietor, authorizing the person to submit bid on behalf of the concern. ✓If the bid is submitted by the proprietor, no POA required.
In case of Company	✓Certified copy of Board Resolution authorizing the person submitting the bid on behalf of the company. OR ✓POA and the supporting Board Resolution authorizing the person submitting the bid on behalf of the company.
In case of Partnership Firm/LLP	✓POA along with Deed of Partnership/LLP Agreement. If the application is not made by a partner, POA authorizing such person who signed/submitted the bid to be uploaded.

**Note:** POA wherever specified above shall be submitted on non-judicial stamp paper of appropriate value duly notarized)

### 10. COLLUSIVE OR FRAUDULENT TENDERS:

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

### **11. REASONS FOR PUTTING A PARTY ON HOLIDAY:**

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

If a Party

- a. has indulged in malpractices such as bribery, corruption, fraud, pilferage, bid rigging/ price rigging, injury to reputation or property of the Corporation, acting dishonestly causing wrongful financial loss to the Corporation or wrongful gain to the Party.
- b. is bankrupt or insolvent or is being dissolved or has resolved to be wound up or proceedings for bankruptcy or liquidation or insolvency resolution process or winding up or dissolution have been initiated.
- c. has submitted fake, false, fabricated or forged documents/ certificates.
- d. has substituted materials in lieu of materials supplied by IOCL or has not returned or has short returned or has unauthorizedly disposed off materials/ documents/ drawings/ tools or plants or equipment supplied by IOCL.
- e. has obtained official company information or copies of documents, in relation to the tender/ contract, by questionable methods/ means.
- f. has violated and circumvented the provisions of laws including labour laws/ regulations/ rules, safety, environment norms or other statutory requirements.
- g. has indulged in construction and erection of defective works or supply of defective materials.
- h. has not cleared IOCL's dues.
- i. has committed Breach of Contract or has failed to perform a contract or has abandoned the contract.
- j. has not accepted Notice of Acceptance/ Letter of Acceptance/ Purchase Order/ Work Order after the same is issued by IOCL within the validity period and/ or as per agreed terms & conditions.
- k. After opening of Bid, the techno-commercially qualified and acceptable bidder withdraws/ revises his bid upwards within the validity period.
- l. has parted with, leaked or provided confidential/ proprietary information of IOCL to any third party without prior consent of IOCL.
- m. if the security consideration, including questions of loyalty of the party to the State so warrants.
- n. if the Director/ Owner of the party, proprietor or partner of the party is convicted by a Court of Law under process of law for offences involving moral turpitude in relation to its business dealings during the last five years.
- o. If the party uses intimidation/ threatening/ coercion or brings undue pressure on IOCL or its official(s) in acceptance/ performances of the job under the contract.
- p. Poor/unsatisfactory performance of the party in one or several contracts.
- q. Transgression of Integrity Pact for which in the opinion of IOCL makes it undesirable to deal with the party.
- r. Based on the findings of the investigation report of any investigative agency, Government Audit, any law enforcement agency or government regulator.
- s. If CBI, or any other investigating agency(ies) recommends such a course along with credible evidence in respect of a case under investigation and if a prima-facie case is made out that the party is guilty of criminal negligence or an offence involving moral turpitude in relation to business dealings which if established may result in business dealing with it being banned.
- t. Any other ground which in the opinion of the Corporation makes it undesirable to deal with the Party.

Note:

1. The grounds/reasons for holiday listing indicated above are merely illustrative.
2. For further details, please refer to [www.iocl.com](http://www.iocl.com)

### **12. INTEGRITY PACT:**

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

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

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

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

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

In case the bidder has been asked to submit price bid/price implication in physical form, the use of white/erasing fluid for correcting the rates is banned. Wherever the rates are corrected with white/erasing fluid, the bids will be summarily rejected.

### **14. PREFERENTIAL BIDDING GUIDELINES:**

This tender allows bidders to avail preferential treatment.

If the bidder is preferential bidder, then they must update the necessary details in their profile in “MyAccount Menu” of E-Tender Portal. Bidder must select “Yes” in response to “Avail Preferential Bidder Option”, otherwise bid will not be considered for preferential benefits.

### **15. PURCHASE PREFERENCE (PPP-MII):**

- 15.1 The PP-MII Order 2017 (including amendments) shall be applicable for procurements of Goods, Works and Services.
- 15.2 The applicable definitions shall be as covered under Public Procurement (Preference to Make in India) Order 2017 - Revision dated 16.09.2020 issued by DPIIT.
- 15.3 The modality for evaluating purchase preference benefits under PP-MII Order 2017 and PPP-2012 simultaneously shall be as per mentioned in clause no.8 of Annexure-I of Technical bid-Part ‘I-A’.

### **16. EMD BID SECURITY DECLARATIONS:**

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

The requirement of submission of Bid Security Declaration shall also be applicable on bidders who are exempted from payment of EMD (MSEs as per PPP, Start-ups, CPSEs and JVs).

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

### **17. AMBIGUITY/INCOMPLETE DOCUMENT AGAINST PQC DOCUMENT:**

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

IOC reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents/clarifications.

### **18. ORIGINAL DOCUMENT VERIFICATION:**

Document verification with originals shall be carried out after opening of price bids for the short-listed bidder(s) only. Since documents are submitted by the bidder(s) in the tender, the responsibility of authenticity of documents shall be with the bidder(s).

Shortlisted bidder(s) shall be required to present their original documents to the tender inviting authority within a period of 7 days from the date of intimation by IOCL. In the event of failure of such bidder(s) to get the documents verified as per the specified time schedule, the EMD of the bidder(s) shall be forfeited. In case it is observed that if any bidder(s) submitted forged documents / credentials, necessary action for holiday listing of the bidder(s) shall be carried out including forfeiture of EMD.

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

### **19. CLAUSE WITH RESPECT TO COUNTRIES WITH LAND BORDER WITH INDIA:**

- 19.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Copy of the registration certificate is to be submitted along with the bid.
- 19.2 The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 19.3 Registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.
- 19.4 However, the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of

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India is engaged in developmental projects may participate in this tender and they shall not require any separate registration for the participation.

19.5 “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.

19.6 Bidder from a country which shares a land border with India for the purpose of this Order means

- i. Any entity incorporated, established or registered in such a country; or
- ii. A subsidiary of an entity incorporated, established or registered in such a country; or
- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose “beneficial owner” is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

19.7 “Beneficial Owner” in the above paragraph will be as under:

- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means

Explanation -

- a) “Controlling ownership interest” means ownership of, or entitlement to, more than twenty five percent of shares or capital or profits of the company.
- b) “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- ii. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.

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- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
  - v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- 19.8 “Agent” is a person employed to do any act for another, or to represent another in dealings with third persons.
- 19.9 The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- 19.10 Bidders shall submit a certificate as per the Annexure regarding their compliance to the above conditions. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

### **20. BIDDERS UNDER INSOLVENCY OR LIQUIDATION OR BANKRUPTCY PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016:**

Offers from the following type of bidders shall not be considered:

- 20.1 If the bidder is undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) or any other applicable law (in cases where code is not applicable),
- 20.2 Insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in cases where code is not applicable) against/by the bidder at any stage of evaluation of the bid.
  - In the event, insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in cases where code is not applicable) against/by the bidder, after submission of its bid but at any stage of evaluation of the bid, it will be the responsibility of the bidder to inform IOCL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company

Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code or any other applicable law (in cases where code is not applicable).

- If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove, in their bid or at any later stage, as applicable, their offer is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the bidder, in any form whatsoever.
- IOCL reserves the right to cancel/terminate the contract without any liability on the part of IOCL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
- In case where the bid of the L-1 bidder is rejected on the aforesaid grounds during the period between Price-Bid-Opening and Award of Contract, then the bid of the next higher eligible bidder will be considered for further processing.
- If bidder fails to share or misrepresents the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove and the bidder's bid results in a contract, IOCL, without prejudice to any other remedy or action available with IOCL, shall be within its rights to terminate the resultant contract.
- A Declaration / Undertaking shall be submitted by the bidder in the attached format along with the techno-commercial bid (**ANNEXURE-B**).

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

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

- 21.1 Tenders who have transferred their ownership rights either in whole or in part to another entity or under process of transfer shall intimate the same to IOCL in their letter head while submitting the bid. IOCL reserves its right to reject the tender of any entity, which has transferred its ownership rights in whole or in part or which is in process of transfer without assigning any reason for such rejection.
- 21.2 If the tenderer refuses or fails to share the information regarding their status of any kind of business transfer process/restructuring etc, in their tender or at any later stage, as applicable, their tender is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL. IOCL shall forfeit the Earnest Money Deposit provided by the tenderer, in any form whatsoever.

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

### **22. SUMMARILY REJECTION:**

Bid shall be summarily rejected in case of:

- 22.1 Non-submission of EMD/Bid Security Declaration as per the terms & conditions.
- 22.2 Invalid NSIC / MSME exemption certificates, in case EMD exemption is sought.
- 22.3 Not meeting the required PQ Criteria as prescribed in the tender
- 22.4 Submission of forged or false documents / information by any Tenderer. In addition, action shall also be taken by IOCL for forfeiture of EMD and/or putting the Tenderer on Holiday list.

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- 22.5 The tenders of such vendors who are under the holiday / blacklist of Indian Oil Corporation Limited will be summarily rejected.
- 22.6 For vendors who are under the holiday list of any Department of the State or Central Government or by any other Public Sector Organization, if a communication is received from the Administrative Ministry of Indian Oil Corporation Limited to ban a party from dealing with Indian Oil Corporation Limited, the party shall be automatically put on Holiday list and their tender will be summarily rejected.
- 22.7 Bidder who are under liquidation, court receivership or similar proceedings.
- 22.8 Bidder who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016.
- 22.9 Bidder, whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the code at any stage of evaluation of the bid.
- 22.10 Non-withdrawal of conditions imposed in tender document & conditions imposed during negotiations after Price Bid opening. Bidder submitting fabricated/false/forged documents along with tender documents.
- 22.11 A bidder who offers unsolicited reduction in the price offer whether before or after the opening of the price part of the tender(s)/bid(s) shall be liable to have his/its/their bid(s) rejected. Bidders may, however, at any stage offer a reduction if such reduction is solicited or if the OWNER gives the Bidder an opportunity to offer such reduction.
- 22.12 No Suo-motto reduction in prices quoted by the bidder shall be permitted after opening of the bids. If any bidder unilaterally reduces the prices quoted by them after opening of bids, the bid of such bidder will be summarily rejected.
- 22.13 Bids from Foreign entities participating in Domestic /National tender.

### **23. OTHERS:**

- 23.1 Each tenderer can submit only one bid:
  - a) It is clarified that a person shall be deemed to have submitted multiple bids if he submits more than one bid either individually or in any combination of person (individual capacity, proprietor, affiliates, partnership, association of persons, Company). All such multiple bids shall be liable for rejection. A person shall for this purpose mean an individual, proprietor, any partner, association of persons, affiliate, company, etc.
  - b) A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
  - c) A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
  - d) A person shall be deemed to have bid in a Company format if, the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid or is a Director of the Company which has submitted a bid or holds more than 10% (ten percent) of voting share capital and/or is a Director of a holding Company which has submitted the bid.
  - e) Affiliates of a firm are not permitted to make separate bids directly or indirectly. Two or more parties who are affiliates of one another can decide which affiliate will make the bid. Only one affiliate may submit a bid. If two or more affiliates submit more than one bid, then all such bids shall be liable for rejection.
- 23.2 Bids from Consortium or MOU or JV parties shall not be accepted (unless specified in NIT).



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- 23.3 Consultants or their subsidiary company or companies under the management of consultant, are not eligible to quote for the execution of the same job for which they are working as consultant.
- 23.4 Guidelines for consideration of agent:
- 23.5 If an Authorized Dealers /Agent/ Authorized Indian Representative (AIR) submits bid on behalf of the one OEM, the same Authorized Dealer / Agent / Authorized Indian Representative (AIR) cannot submit a bid on behalf of another OEM in the tender.
- 23.6 If the OEM bids for the tender, the Authorized Dealers /Agents/ AIR of the same OEM will not be allowed to participate in the tender and if OEM and its Authorized Dealers /Agents/ Authorized Indian Representative (AIR) in the tender simultaneously, the bid(s) of the Authorized Dealers /Agents/ Authorized Indian Representative (AIR) of the OEM will not be considered and will be disqualified.
- 23.7 Undertaking for acceptance of tender: Bidders are requested to upload the undertaking by the bidder in the format given in the tender, against submission of complete set of Tender Documents, as a token of acceptance to the tender terms and conditions.
- 23.8 The bidder has to give declaration in a prescribed format that he/it/they is/are not under any Holiday List/Blacklist declared by the OWNER or by any Department of the State or Central Government or by any other Public Sector Organization and that there is no inquiry in respect of any corrupt or fraudulent practice pending against him/it/them. In case he/it/they are under any such list, or any inquiry is pending he/it/they shall in the declaration give full details thereof.
- 23.9 Holiday listing by other PSUs / Government Departments shall not automatically extend to Indian Oil Corporation Limited unless the Administrative Ministry of IOCL advised for the same after undertaking due diligence and process.
- 23.10 Legal Disputes:  
Any legal dispute shall be handled as under:  
For disputes up to stage of LOA - The Court having geographical jurisdiction over the tendering location (i.e., Mumbai).  
For disputes during execution stage - The Court having geographical jurisdiction over the respective State Office or Regional Office or HO (i.e., Mumbai).
- 23.11 Bidders may note that the following are attached separately and uploaded in the E-Tendering portal:  
a) Special Instructions to bidders for participating in E-Tendering  
b) Format for Acceptance of Tender Terms and Conditions
- 23.12 All bidders must login and visit their DASHBOARD on regular basis to get the timely updates related to any communication sent in the form of e-mail/SMS by system.
- 23.13 The language of all the documents to be in the Tender shall be in English. For all documents in other than English, translated document through a Sworn/ Certified Translators or Notary shall be submitted as part of the bid documents at no extra cost to Indian Oil Corporation Limited. In case the bidder does not submit the translated document in English, even after being given one opportunity to resubmit the same, the bid will be liable for rejection.

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### **SECTION - 3** **REVERSE AUCTION**

**RA1:** Bidders are informed that Reverse Auction will be conducted for finalizing this Tender.

**RA2:** Qualifying Criteria for Reverse Auction:

a) In case of tenders without preferential bidding:

If there are more than three (3) techno-commercially acceptable bids, bidder having highest quote (H1 bidder) will be rejected.

b) In case of tenders with preferential bidding and if there are more than three (3) techno-commercially accepted bidders:

i. H1 bidder will be rejected if he is a non-preferential bidder.

ii. In case if H1 bidder is a preferential bidder, H1 bidder will be rejected if his quote is beyond the defined tolerance limit of L1 price as per his preferential category.

c) In case of more than one H1 bidders (H1 tie), latest bid received (bidder whose bid is received at the last) out of all H1 bidders will be rejected as per provisions mentioned above.

d) In case of multi-lot auction, Lot-wise H1 bidder will be disqualified as per the provision mentioned above.

e) An intimation by mail/SMS shall be provided to the eligible bidders for Reverse Auction.

**RA2:** The lowest price as well as bidder's latest price shall be available on the Reverse Auction screen at any point of time during the Auction process. This displayed price is the evaluated price based on which the lowest bid is determined as per evaluation criteria of BOQ / Tender Terms & conditions. Accordingly, the bidder will put his quote in the Auction window if he wants to offer the reduced price considering the evaluation criteria as per Price Bid (BoQ) / Tender Terms & Conditions.

**RA3:** Wherever required, the Evaluation factor/criteria shall be informed to the bidders before start of RA. In other cases, the bidder shall calculate his final evaluated price as per BOQ or evaluation criteria mentioned in the tender document and quote accordingly.

**RA4:** The lowest quote after end of Reverse Auction shall be considered for further processing.

**RA5:** For the purpose of extending MSME or any other preference /benefit as per guidelines, the latest quote of respective MSME bidder(s) during the tender-cum-auction process shall be considered.

**RA6:** IOCL reserves the right to conduct price negotiation with overall L1 bidder based on outcome of RA.

**Note: Bidders are advised to refer the document "Submission for Reverse Auction.pdf" under the option of "Online Bid Submission of Reverse Auction" in "Bidders manual kit" section of IOCL E-Tendering portal to know about the Reverse Auction procedure.**

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### Reverse Auction - Process

#### Live Auctioning

After auction has been published on E-Tendering Portal, system will make the

tender available to the bidder from scheduled auction start date & time (as defined in auction basic details) onwards for live auction. Live auction process has been described below from department user's as well as bidder's view along with various screens.

1.1 Bidder's view of Live Auction: After tender has been published, it will be available to all the qualified bidders under "My Auctions" tab where bidders shall be able to check all the details of auction as defined by the tender creator as shown below.

1.1.1. Bidder shall click on the "My Auction" tab, he will get the list of tenders for which auction has been opted and published but auction has not ended till now as shown below:

**AUCTION LIST**

**My Auctions**

**Search**

Tender ID  Tender Title

My Auctions					
S.No	Tender Id	Tender title	Auction Start Date	Auction End Date	View
1.	2015_COIS_1209_4	Test RA 04	29-May-2016 11:30 AM	29-May-2016 11:45 AM	

Bidder shall click on View option which will open a separate page having all the basic details of auction as defined by the tender creator as shown below. Accordingly, bidders shall prepare themselves to participate in the auction. From scheduled Auction Start Date & time onwards, tender will be available to all the qualified bidders under "Live Auctions List" tab from where bidders shall be able to participate in the auction and quote the price.

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

Basic Details	
Organisation Chain	COIS Gurgaon  Materials
Tender Reference Number	Reverse Auction
Tender ID	2015_COIS_1209_4
Tender Title	Test RA 04

Auction Details	
Auction Type :	Reverse
Display Bidder Details :	true
Auction Start Price (INR) :	1,000
Auction Reserve Price (INR) :	500
Decremental Price (INR) :	10
Auction Start Date :	29-May-2016 11:30 AM
Auction End Date :	29-May-2016 11:45 AM

Auction Properties	
Elapse Time in Minutes :	5
Auto Extension Time in Minutes :	5
Maximum Seal Percentage :	25
Eligible Bidder Details	
S.No	Bidder Name


1.1.2. After Auction Start Date as indicated in the above screenshot, Bidder shall click on “Live Auctions List” tab where list of tenders whose auction start date & time has started will be available as shown below:

**Live Auctions**

**Search**

Tender ID  Tender Title

**Live Auction-Single Item**

S.No	Tender Id	Tender Title	Auction Start Date	Auction End Date	View
1.	2015_COIS_1209_4	Test RA 04	29-May-2016 11:30 AM	29-May-2016 11:45 AM	

1.1.3. Bidder shall click on the hammer (as indicated in above screen shot) against the respective tender, it will take bidder to the new page. In case of single lot auction, new page will be like as shown below:


## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

**AUCTION SUBMIT**

Tender ID: 2016\_COIS\_1444\_1  
Tender Reference Number: Test RA 2016/02/04  
Tender Title: Test RA 2016/02/04  
Auction Type: Reverse  
Start Price: Rs. 50000000  
Decrement Price: Rs. 1,00,000  
Auction Date: **07-Apr-2016 02:55 PM To 07-Apr-2016 03:05 PM**


Current Price:	<b>49700000</b>
L1 Name:	--
Auction Submitted Date / Time:	<b>07-Apr-2016 02:59:08 PM</b>
Auction Extended Upto:	<b>Not Extended</b>

My Auction Price: Rs.



Back

Submit

1.1.4. Here bidder will quote his price in “My Auction Price: Rs” field. My Auction Price field will accept any value arrived by deducting Current Price by Multiples of Decrement Price. E.g., in above screen Bidder shall be able to quote X where  $X = 49700000 - n * 100000$  where n is any integer. After quoting the price in My Auction Price field, bidder shall sign his bid digitally by clicking on  symbol and then submit the bid.

Provided bidder shall not be able to quote any value below maximum seal value (ref. clause 3.8 for detail on maxim Seal value). Bidder shall quote the prices keeping Price Evaluation criteria in mind as these prices shall be deemed to be the evaluated price.


1.1.5 If any bidder quotes within Elapse Time before auction end time or extended auction end time, Auction End time will be auto extended by the system for Auto Increment Time. Screen with extended auction end time is as given below:

**AUCTION SUBMIT**

Tender ID: 2016\_COIS\_1444\_1  
Tender Reference Number: Test RA 2016/02/04  
Tender Title: Test RA 2016/02/04  
Auction Type: Reverse  
Start Price: Rs. 50000000  
Decrement Price: Rs. 1,00,000  
Auction Date: **07-Apr-2016 02:55 PM To 07-Apr-2016 03:05 PM**

Current Price:	<b>49000000</b>
L1 Name:	--
Auction Submitted Date / Time:	<b>07-Apr-2016 03:02:42 PM</b>
Auction Extended Upto:	<b>07-Apr-2016 03:15:00 PM</b>

My Auction Price: Rs.



Back

Submit

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

1.1.6. After Auction End Date/Time or Extended Auction End Date/Time whatsoever is later is over, tender will no more be visible under “Live Auction List”.

1.1.7. In case of multi-lot auction, when a bidder shall click on the hammer as referred in clause 1.1.3, system will take the bidder to new page where all the lots of auctions will be visible as shown below:

Auction Item Wise						
S.No	Item Code	Description	Auction End Date	My Latest Value	L1 Rate	View
1	item1	RA Itme -01	09-Feb-2016 03:35 PM	27000	27000	
2	item2	RA Itme -02	09-Feb-2016 03:30 PM	36000	28000	
3	item3	RA Itme -03	09-Feb-2016 03:35 PM	--		

In above screen, following combination will tell whether auction has started for a particular lot or not.

My latest Value & L1 Rate	View	Status of Lot
Nil	Nil	Auction NOT YET started
Some Value	Hammer	Auction started
Some Value	Nil	Auction Ended / Expired

Bidder shall get the option of hammer and to quote only against those line items for which he is qualified after price bid opening.

1.1.8. Bidder shall click on the hammer available against individual lot which will take the bidder to new screen as shown in clause 6.1.3 and quote for each lot separately as described in clause 1.1.4 & 1.1.5.

1.1.9. In case of multi lot auction, after Auction End Date & Time or Lot wise Auction End Date & Time / Extended date & Time for all items (which so ever is later) is over, tender will no more be visible under “Live Auction List”.

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ANNEXURE-A

**UNDERTAKING BY THE TENDERER(S)**

NAME OF WORK:

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

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

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

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

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

Name of Tenderer(s)

Date:

Place:

Seal & Signature of Tenderer

**(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER DULY SIGNED)**

ANNEXURE-B

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

[To be submitted in Bid Documents]

Tender No.: .....

Bidder Name: .....

I / We hereby declare that I / We / M/s. \_\_\_\_\_ declare that:

- (i) I / We am / are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date.

OR

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

**Note: Strike out whichever is Not Applicable**

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

Place:     Signature of the Bidder

Date:     Name of Signatory



### ANNEXURE-C

#### **COMPLIANCE CERTIFICATE REGARDING BIDDERS FROM COUNTRIES WHICH SHARES A LAND BORDER WITH INDIA**

- a. The bidder,\_(Name of the bidder) is not from a country which shares a land border with India. (or)

The bidder,\_(Name of the bidder) is from a country\_\_\_\_\_ (Name of the Country), which shares a land border with India and are registered with the Competent Authority. Certificate of registration is attached with the bid. (or)

The bidder,\_(Name of the bidder) is from a country,\_\_\_\_ (Name of the Country) which shares a land border with India and Government of India has extended lines of credit or is engaged in developmental projects in this country, \_\_\_\_\_ (Name of the Country) and hence do not require any separate registration for participation in this tender.

**b. Model Certificate for Tenders:**

I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

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

I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

Details of Vendor's authorized representative

Signature:

Name:

Stamp:

**PROFORMA OF TENDER NOT TAMPERED**

**(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER DULY SIGNED)**

Subject: Tender No: \_\_\_\_\_ due on \_\_\_\_\_.

I/We \_\_\_\_\_ (Name of Bidder), hereby  
declare that:

- I/We have not tampered or modified the subject tender document in any manner and before uploading, same has been cross-checked with documents hosted on your e-portal <https://iocletenders.nic.in>. In case, if same is found to be tampered/modified, I/We understand that my/our tender will be summarily rejected, and EMD/SD may be forfeited, and I am/We are liable to be banned from doing business with and/or prosecuted.
- I/We, hereby confirm that if any discrepancy observed in the submitted tender even at a future date, I/We will abide by all the terms and conditions as per all the documents hosted including Addendums/Changes/Corrigendum, on your e-portal related with subject tender. I/We further assure that we agree to all the decisions confirmed in Pre-Bid Conference of the subject tender.

Tenderer's Signature & Seal

Date:

Place:

Witness:

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

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

**PROFORMA OF DELCLARATION OF BLACKLISTING / HOLIDAY LISTING**

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

I hereby declare that neither I, in my personal name or in the name of my Proprietary concern, M/s \_\_\_\_\_ which is submitting the accompanying Bid / Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partner are presently on any blacklist or holiday list declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of any corrupt or fraudulent practice(s) against me or any other of my proprietorship concern (s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

**(Here give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof state "NIL")**

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

Place:

Signature of Bidder:

Date:

Name of Signatory:

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

We hereby declare that neither we, M/s \_\_\_\_\_, which is submitting the accompanying Bid / Tender, nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any other firm or concern presently, are placed on any blacklist or holiday list declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of corrupt or fraudulent practice(s) against us or any partner or any other concern or firm of which he is proprietor or partner, except as indicated below:

**(Here give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof state "NIL")**

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

Place:

Signature of Bidder:

Date:

Name of Signatory:

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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### **In the case of Company:**

We hereby declare that we are presently neither placed on any holiday list or blacklist declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of corrupt or fraudulent practice(s), except as indicated below:

**(Here give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof state "NIL")**

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

Place:

Signature of Bidder:

Date:

Name of Signatory:

### **In the case of Consortium:**

We hereby declare that none of the members of the Consortium are presently placed on any holiday list or blacklist declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of corrupt or fraudulent practice(s), except as indicated below:

**(Here give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof state "NIL")**

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

Place:

Signature of Bidder:

Date:

Name of Signatory:

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

ANNEXURE-F

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

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

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

#### PART A

(APPLICABLE WHERE THE TENDERER IS A SOLE PROPRIETOR)

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

\*Strike out whichever is not applicable

PLACE

DATE

TENDERER'S SIGNATURE & SEAL

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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### PART B

(APPLICABLE WHERE THE TENDERER IS A PARTNERSHIP FIRM)

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

\*Strike out whichever is not applicable

PLACE

DATE

TENDERER'S SIGNATURE & SEAL

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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### PART C

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

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

\*Strike out whichever is not applicable

PLACE

DATE

TENDERER'S SIGNATURE & SEAL

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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### PART D

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

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

PLACE

DATE

TENDERER'S SIGNATURE & SEAL

NB

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

### INDIAN OIL CORPORATION LIMITED - LIST OF DIRECTORS

The list of Directors of Indian Oil Corporation Limited is available in Indian Oil website: <https://iocl.com/AboutUs/Management.aspx> Tenderers are requested to visit the website and accordingly Declaration "A", "B", "C" & "D" to be made & furnished.



## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

### ANNEXURE-G

#### **UNDERTAKING FOR BUSINESS TRANSACTION STATUS OF BIDDERS**

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

Name of the Work	
Tender No.	
E-Tender ID	

Bidder Name: \_\_\_\_\_

I/We, \_\_\_\_\_ hereby declare that:

- (i) We hereby confirm that we have not transferred our ownership rights either in whole or in part to another entity or under process of transfer.
- (ii) I/We have transferred my/our ownership rights in M/s \_\_\_\_\_ in whole/part to other entity/ entities as per details below:

S. No.	Name of Entity/Entities	% of Ownership Transferred

- (iii) I/We are in process of transferring my/ our ownership rights in M/s \_\_\_\_\_ whole/part to other entity/ entities as per details below:

S. No.	Name of Entity/Entities	% of Ownership Transferred

(Note: Strikeout above whichever is not applicable.)

I/We understand that Indian Oil Corporation Limited reserves the right to reject the tender of any entity, which has transferred its ownership rights in whole or in part or which is in process of transfer without assigning any reason for such rejection.

I/ We also understand that refusal or failure to share the information regarding the status of any kind of business transfer process/restructuring etc. in this tender or at any later stage, as applicable, my/our tender is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the tenderer, in any form whatsoever.

Place:

Signature of bidder

Date:

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

### ANNEXURE-H

#### PARTICULARS OF BIDDER FIRM

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

Name of the Work	
Tender No.	
E-Tender ID	

Name of the Bidders firm																															
Type of Firm	Proprietorship Partnership Private Limited Company Co-operative Society Others (please specify) .....																														
Name(s) of Proprietor / Partners / Directors / Members	1. 2. 3. 4. 5. 6.																														
Certificate of Incorporation																															
Name of the Authorized Signatory																															
Details of shareholders of firm holding at least 10% of share capital (Applicable in case of company)	Total No of Shares of the firm: ..... Total No of Voting Share of the firm: ..... <table> <tr> <th>Sl</th><th>Name of Shareholders</th><th>Total No of Shares held</th><th>Total No of Voting Share held</th><th>% of total Voting share</th></tr> <tr> <td>1</td><td></td><td></td><td></td><td></td></tr> <tr> <td>2</td><td></td><td></td><td></td><td></td></tr> <tr> <td>3</td><td></td><td></td><td></td><td></td></tr> <tr> <td>4</td><td></td><td></td><td></td><td></td></tr> <tr> <td>5</td><td></td><td></td><td></td><td></td></tr> </table>	Sl	Name of Shareholders	Total No of Shares held	Total No of Voting Share held	% of total Voting share	1					2					3					4					5				
Sl	Name of Shareholders	Total No of Shares held	Total No of Voting Share held	% of total Voting share																											
1																															
2																															
3																															
4																															
5																															
Please specify whether Registered / Unregistered / composition scheme for GST.																															
Please specify whether Resident / non-resident as per Income Tax rules.																															

ANNEXURE-I

**DECLARATION - CONFLICT OF INTEREST**

(To be submitted along with bid documents in the form of Notarized Affidavit on a Stamp Paper of Value not less than Rs. 100 and should be duly signed by an authorized signatory clearly stating the name and designation of the signatory)

Name of the Work	
Tender No.	
E-Tender ID	

I/ We, the authorized signatory of bidder M/s. .... participating in the subject Tender Ref. No. .... for the job of ..... , do hereby declare:

- (i) I/We have not submitted multiple bids. i.e., more than 1 bid either individually or in any combination of person (individual capacity, proprietor, affiliates, partnership, association of persons, Company, etc.).
- (ii) I/We have no conflict of interest, which substantially affects fair competition. The prices quoted are competitive and without adopting any unfair/ unethical/ anti-competitive means. No attempt has been made or shall be made by us to induce any other bidder to submit or not to submit an offer to restrict competition.
- (iii) I/We am aware that, in case found that such multiple bids are submitted, all such bids are liable for rejection.

Place:

Signature & Seal of bidder:

Date:

Name of bidder:

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

### ANNEXURE-J

#### Declaration Form for availing purchase preference - Bid Stage

SN	PARAMETER	BIDDER TO DECLARE (YES/ NO)	REMARKS
1	We confirm that our offer is achieving the minimum local content target of $\geq 50\%$ as Class-I Local supplier.		
2	We confirm that our offer is achieving the minimum local content target of $\geq 20\%$ & $< 50\%$ as Class-II Local supplier.		
3	We confirm that we are a MSE bidder (applicable only for procurement of Goods/Services)		If yes - Necessary documents to be uploaded along with technical bid.
a.	Whether bidder wants to avail purchase preference under Public Procurement Policy-2012. (PPP-2012)		If yes:  Bidder need not declare local content in the format.
b.	Whether bidder wants to avail Purchase Preference Linked with Public Procurement (Preference to Make in India) (PP-MII)		If yes:  (i) In case a bidder opts for Purchase Preference based on Make in India, the bidder shall not be entitled to claim purchase benefit available to MSE Bidders as applicable to MSE bidder under PPP-2012.  ii) Bidder shall comply the requirement of Preference to Make in India Policy as per LC requirement.

#### Note:

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

Bidders must mandatorily indicate their choice to claim preferential benefit at the designated section of e tender (NIC) portal in order to be considered for availing preferential treatment.

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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

**Bidder's signature:**

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

### **UNDERTAKING (to be submitted by Bidder) - Bid Stage**

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

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

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

--
  - b. 20% <= LC <50%: 

--
  - c. LC < 20%: 

--

(Tick whichever is applicable.)

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

(Authorized signatory of Bidder)

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

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

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

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

- a. Minimum 50%: 

--
- b. 20% <= LC <50%: 

--
- c. LC < 20%: 

--

(Tick whichever is applicable.)

(Statutory auditor / Cost Auditor/ practicing Chartered or Cost Accountant of the bidder)

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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Note:

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

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

ANNEXURE-K

Format of Bid Security Declaration from bidders in lieu of  
Earnest Money Deposit / Bid Security

(On Company Letterhead)

**NON-GEM TENDERS**

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

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

OR

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

OR

I / We fail to / refuse to initiate the execution of the awarded Contract as per the terms of  
the Contract

then I / We could be debarred from being eligible for bidding / award of all future tender(s)  
of Indian Oil Corporation Limited for a period of SIX months from the date of communication  
of such debarment.

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

**Name of authorized signatory**



**CONFIRMATION ON APPLICABILITY OF “MICRO AND SMALL ENTERPRISES ORDER 2012”**

1. We confirm that provisions of “Micro and Small Enterprises Order 2012 are applicable to us, and our organization falls under the definition of:
  - a. Micro Enterprise - [\_\_\_\_\_]
  - b. Small Enterprise - [\_\_\_\_\_]
  - c. SC/ST Owned MSE - [\_\_\_\_\_]
  - d. Women Owned MSE - [\_\_\_\_\_](Please put a tick in the appropriate box)

Detail of MSME Certificate:

- a) Registration / Certificate Number:
  - b) Valid up to:
  - c) Issuing Authority:
  - d) Tendered item is covered in registration / certificate (Yes / No):
2. Copy of proof of valid document / certificate (indicating registration no.) of being a Micro / Small Enterprises is enclosed.
3. Copy of SC/ST Certificate issued by competent authority is enclosed.

Place:

Signature of Authorized Signatory:

Date:

Name:

Seal:

Designation:

**विपणन प्रभाग**  
**Marketing Division**

**इंडियन ऑयल कॉर्पोरेशन लिमिटेड**

**प्रधान कार्यालय**

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

**Indian Oil Corporation Limited**

**Head Office**

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

Phone : 022-2644 7000



Ref:  
To,.....

Date:

Dear Sir,

Declaration by Indian Oil Corporation Limited

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

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

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

Yours faithfully,  
For and on behalf of IndianOil Corporation Limited

(Authorized Signatory)

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

**पंजीकृत कार्यालय :** 'इंडियनऑयल भवन', जी-9, अली यावर जंग मार्ग, बान्द्रा (पूर्व), मुंबई - 400 051. (भारत)  
**Regd. Office :** 'IndianOil Bhavan', G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai - 400 051. (INDIA)

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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### INTEGRITY PACT AGREEMENT

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

Ref:

Dated:

To

Indian Oil Corporation Limited

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

Dear Sir,

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

The Bidder agrees that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which the tenderer will stand disqualified from the tendering process. The Bidder acknowledges that the Bid would be kept open in its original form without variation or modification for a period of 180 days (state the number of days from the last date for the receipt of tenders stated in the NIT) AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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

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

Yours faithfully,

(Duly authorized Signatory of the Bidder)

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

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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To be executed on plain paper and submitted along with Technical Bid/Tender documents.

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

(Marketing Division)

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

### INTEGRITY AGREEMENT

This Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
BETWEEN

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

And

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

### **Preamble**

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

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

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

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

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

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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### **Article 1 - Commitment of the Principal/Owner**

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

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

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

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. Further, if an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. Copy of CVC guidelines dated 13/01/2012 is annexed hereto as **Annexure A**.

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

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner is entitled to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Principal/Owner.
- 2) The Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right to resort to and impose such exclusion.
- 3) Apart from the above, the Principal/Owner may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

### **Article 4 - Consequences of Breach**

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

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

### **Article 5 - Previous Transgression**

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Tender process.

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/ Contractor as deemed fit by the Principal/ Owner.
- 3) If the Bidder/Contractor can prove that he has resorted \recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion as per laid down organizational procedures, revoke the exclusion prematurely.

### **Article 6 - Equal Treatment of all Bidders/Contractors/Subcontractors**

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

### **Article 7 - Independent External Monitor (IEMs)**

- 1) The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 2) The IEMs are not subject to instructions by the representatives of the parties and perform their functions neutrally and independently. They report to the Chairman, Indian Oil Corporation Limited.
- 3) The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor, as and when required. The Contractor will also grant the IEMs, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his or any of his Sub-Contractor's project documentation. The IEMs are under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. For this purpose, IEMs are required to sign Non-Disclosure Agreement along with Declaration of No Conflict of Interest at the time of appointment as IEMs. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 4) As soon as the IEMs notice, or believe to notice, a violation of this Pact, he will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations.
- 5) The IEMs will submit a written report to the Chairman, Indian Oil Corporation Limited within thirty days from the date of reference or intimation to them by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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- 6) If the IEMs have reported to the Chairman, Indian Oil Corporation Limited a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman, IOCL has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit the information directly to the Central Vigilance Commissioner.

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

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

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

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

- 1) This Pact is subject to Indian law, place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Bidder is a Partnership Firm, IP is required to be signed by all the Partners. If the Bidder is a Consortium/Unincorporated Joint Venture/Association of Persons, formed solely for the purpose of executing the tendered project, this Pact must be signed by all the Partners/members of such Consortium/Unincorporated Joint Ventures/Association of Persons. In case Bidder is a Company, including Joint Venture Company, the Pact must be signed by a representative of the Company duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

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

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

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

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(For and on behalf of Principal/Owner)



## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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(For and on behalf of Bidder/Contractor)

WITNESSES:

1. \_\_\_\_\_(signature, name and address)
2. \_\_\_\_\_(signature, name and address)

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

ANNEXURE-N

**PAYMENT TO VENDORS THROUGH ELECTRONIC MODE**

Payment system to Vendors through Electronic Modes such as EFT, RTGS etc. has been introduced by the Corporation. For availing this facility, a consent letter from the Vendor as also the Bank Account details of the Vendor is required. Tenderers are requested to submit their Consent Letter as per the format given below along with the enclosures as required:

Dated:

To,

M/s Indian Oil Corporation Ltd.

Address

Dear Sir,

With reference to your advice, we hereby agree to accept the payment of our bills through "RTGS/NEFT/Electronic Mode".

The desired bank account details are given below:

1.	Vendor Code allotted by IOCL in SAP	
2.	Name of Beneficiary (i.e., IOCL Vendor)	
3.	Name of the Beneficiary's Bank	
4.	Address of the Beneficiary's Bank Branch	
5.	Contact details of Branch with STD Code	
6.	Beneficiary's Bank Account No. (as per cheque copy)	
7.	Beneficiary's Account Type (SB/CC/CA)	
8.	Beneficiary's Bank IFSC Code (11 Digit)	
9.	Mobile No of Beneficiary (One Number only)	
10.	E-Mail Id of Beneficiary (One Mail Id only)	

A blank cancelled cheque leaf relating to the above bank account is enclosed for verifying the accuracy of the bank account details.

I hereby declare that the particulars given above are correct and complete. I agree to receive transactional SMS / E-Mail Alerts from IOCL with regard to my bill payments.

(Signature of Account Holder)  
Seal of the Vendor

Enclosure: Cancelled Cheque

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

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

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### ANNEXURE-O

#### SC/ST CERTIFICATE

A Bidder who claims to belong to one of the Scheduled Castes / Scheduled Tribes should submit in support of his claim a certificate issued preceding the date of subject tender opening for in original, with a copy thereof, in the form given below, from the District Officer or the Sub-Divisional Officer or any other officer, as indicated below, of the District in which his parents (or surviving parents) ordinarily reside who has been designated by the State Government concerned as competent to issue such a certificate. If both his parents are dead, the officer signing the certificates should be of the district in which the Bidder himself ordinarily resides otherwise than for the purpose of his own education. The following standard format is to be used for the purpose.

FORM OF CERTIFICATE TO BE PRODUCED BY A BIDDER BELONGING TO SCHEDULE CASTE OR SCHEDULE TRIBES IN SUPPORT OF HIS CLAIM.

#### FORM OF CASTE CERTIFICATE

This is to certify that Shri / Shrimati / Kumari\* \_\_\_\_\_ Son / daughter\* of \_\_\_\_\_ of Village /town\* \_\_\_\_\_

in district/division\* \_\_\_\_\_

of the State / Union Territory \* \_\_\_\_\_ belongs to the

\_\_\_\_\_ Caste / Tribe\* which is recognized

as Schedule Caste / Schedule Tribe under :

1.     @     The Constitution (Scheduled Castes) Order, 1950
- @     The Constitution (Scheduled Tribes) Order, 1950
- @     The Constitution (Scheduled Castes) (Union Territories) Order, 1951
- @     The Constitution (Scheduled Tribes) (Union Territories) Order, 1951

[As amended by the SCs and STs Lists (Modification) Order, 1956, the Bombay Reorganisation Act, 1960. The Punjab Reorganisation Act, 1966, The State of Himachal Pr. Act, 1970, the Northeastern Areas (Reorganisation), Act, 1971 and the Scheduled tribes Orders (Amendment) Act, 1976.]

- @     The Constitution (Jammu & Kashmir) Scheduled Castes Order, 1956.
- @     The Constitution (Jammu & Kashmir) Scheduled Tribes Order, 1989.
- @     The Constitution (Andaman and Nicobar Island) Scheduled Tribes Order, 1959.
- @     The Constitution (Dadra and Nagar Haveli) Scheduled Castes Order, 1962
- @     The Constitution (Dadra and Nagar Haveli) Scheduled Tribes Order, 1962
- @     The Constitution (Pondicherry) Scheduled Castes Order, 1964
- @     The Constitution (Scheduled Tribes) (Uttar Pradesh) Order, 1967
- @     The Constitution (Goa Daman and Diu) Scheduled Castes Order, 1968
- @     The Constitution (Goa Daman and Diu) Scheduled Tribes Order, 1968
- @     The Constitution (Nagaland) Scheduled Tribes Order, 1970
- @     The Constitution (Sikkim) Scheduled Castes Order, 1978
- @     The Constitution (Sikkim) Scheduled Tribes Order, 1978

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

%2. Application in the case of SC and ST persons who have migrated from one State / Union Territory.

This Certificate is issued on the basis of the Scheduled Caste / Schedule Tribe Certificate issued to Shri/ Shrimati\* \_\_\_\_\_ Father / mother\* of Shri /Smt / Kumari\* \_\_\_\_\_ in District / Division\* \_\_\_\_\_ of the State / Union Territory\* \_\_\_\_\_ who belongs to the \_\_\_\_\_ Caste / Tribe\* which is recognized as a Scheduled Caste / Scheduled Tribe\* in the State / Union Territory\* \_\_\_\_\_ issued by \_\_\_\_\_ issued by the \_\_\_\_\_ (Name of prescribed authority) vide their No. \_\_\_\_\_ dated \_\_\_\_\_.

%3. Shri / Shrimati / Kumari\* \_\_\_\_\_ and / or his / her\* family ordinarily reside(s) in \_\_\_\_\_ Village / town\* of \_\_\_\_\_ of \_\_\_\_\_ District / Division\* of the State / Union Territory\* of \_\_\_\_\_

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

Place \_\_\_\_\_ State / Union Territory\*

Date \_\_\_\_\_

Designation\*\* : \_\_\_\_\_  
(with seal of office)

\* Please delete the words which are not applicable.

@ Please quote specific presidential order.

% Please delete Paragraph which is not applicable.

NOTE : The term "Ordinarily reside(s)" used here will have the same meaning as in Section 20 of the Representation of the Peoples Act, 1950.

\*\* List of authorities empowered to issue Scheduled Caste / Scheduled Tribe Certificates:

1. District Magistrate / Additional District Magistrate / Collector / Deputy Commissioner / Deputy Collector / 1st Class Stipendiary Magistrate / City Magistrate / Sub divisional Magistrate / Taluka Magistrate / Executive Magistrate / Extra Assistant Commissioner (not below the rank of 1st class stipendiary magistrate).
2. Chief Presidency Magistrate / Additional Chief Presidency Magistrate / Presidency Magistrate.
3. Revenue Officers not below the rank of Tehsildar.
4. Sub-divisional Officer of the area where the candidate and/or his family normally resides.
5. Administrator / Secretary to Administrator / Development Officer (Lakshadweep Islands).

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

### ANNEXURE-P

#### DECLARATION OF QUANTITY OFFERED IN TENDER NO. LPG- O/M/PT-04/22-23 FOR PROCUREMENT OF 33.3 LTS WATER CAPACITY (14.2 KG) HTS LPG CYLINDER FITTED WITH SC VALVE

(I) Quantity required by IOCL **= 5 Lakh Numbers**

(II) Unit wise Maximum Quantity Offered to IOCL for this tender  
**(Q1) =** \_\_\_\_\_ from the unit (Q1 To be filled by Bidder)

<u>Sl No</u>	<u>Name Of Bidder</u>	<u>Address of factory</u>	<u>State</u>	<u>Quantity (Q1) Offered from Unit</u>

(III) Bidders are required to offer their definite quantity. Tenders received with subjective/conditional offered quantity will not be accepted and shall be liable for rejection.

(IV) After the placement of Purchase Order, monthly call-up will be issued. IOCL reserves the right to issue the monthly call up to 125% of the monthly prorata quantity. (Prorata qty =Purchase Order Qty /6). In case Corporation requires additional supplies (over and above the said 125% prorata level) during any month, then the allocation for such additional quantities will be issued after getting written confirmation from the successful bidders.

#### **NOTE:**

To become eligible to participate in this tender, the total offered quantity of each bidder should be a minimum of 25000 nos. **33.3 Lts water capacity (14.2 KG)** HTS LPG Cylinders per unit (and in **multiples of 1000** nos. thereafter) for the contract period.

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

ANNEXURE-Q

(ON A STAMP PAPER OF REQUISITE VALUE & DULY NOTARISED)  
GENERAL POWER OF ATTORNEY

We, the undersigned 1.Sh ..... 2 Sh.  
.....3. Sh..... all residing  
at.....  
....the proprietor /partners/ Directors of  
M/s.....having its registered Office  
at.....do hereby  
nominate, authorise and appoint Shri.....  
s/o.....r/o..... who is to act as attorney of  
our firm M/s.....with full power and authority to  
exercise the following powers or any of them on our behalf and on behalf of our firm.

1. To sign, seal, execute, perfect and/or complete the tender document of ----- and also other relevant documents required by M/s Indian Oil Corporation Limited (hereinafter called the Company) in respect thereof.
2. To negotiate, enter into correspondence with the Company and do all and everything necessary suitable or proper with regard to the said tender for transportation of petroleum products.
3. To sign, seal, execute, perfect and/or complete Contract Agreement and all and/or any other document, Indemnity Bond etc. required by the Company in connection with the said Contract Agreement arising out of the said tender.
4. To do all acts, deeds, as may be necessary for and incidental to the execution of proper performance of the said Contract Agreement with the IOC .

I/We the said Proprietor/ Director / Partner do hereby agree to allow, verify and confirm all and whatsoever the said Shri..... shall or may do or cause to be done in or about the said tender and the Contract Agreement, the execution and proper performance thereof by virtue of these presents.

This power of Attorney shall remain irrevocable till the validity period of Contract Agreement/or refund of our Security Deposit whichever is later.

In witness whereof, we have hereunto set and subscribed our hands at  
.....this.....day.....of.....two thousand.....

Signed , sealed & delivered by the within named Signatures

Shri.....  
Proprietor / Director / Partner

1.

Shri.....  
Proprietor / Director / Partner

2.

Shri.....  
Proprietor / Director / Partner

3.

Signature of the Bidder with seal  
Accepted by

WITNESSES  
NAME

SIGNATURE (Signature of GPA Holder )  
Before me  
Notary 's Stamp  
Duly Notorised

1.  
2.

## 14.2 KG HTS LPG CYLINDER - TENDER NO: LPG-O/M/PT-04/22-23

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### ANNEXURE-R

**Format for Declaration by MSE bidders on Rs 100 stamp paper duly notarized stating that, in the event of award of contract, all the ordered supplies shall be made from the unit for which MSE certificate has been submitted (if applicable)**

**(On Rs 100 stamp paper duly notarized)**

TENDER NO. : .....

TITLE OF TENDER: .....

To,  
Indian Oil Corporation Limited  
.....  
.....

Dear Sir/Madam,

I /We.....from M/s.....hereby declare  
that, in the event of award of contract , all the ordered supplies shall be made from our Unit located  
at address .....  
.....

(Signature and Stamp of the Bidder)

Bidder Name:

Date :

Place: