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	TITLE: Design, Supply, Installation, Testing,Commissioning and AMC of Roof Top Grid Connected Solar Photo Voltaic (SPV) System (without Battery Back up), at Coco Siltara (20 KWp) and COCO Mandirhasaud (20 KWp) under RPDO.	

**INDIAN OIL CORPORATION LIMITED
(MARKETING DIVISION)
Raipur Divisional Office
Rajiv Gandhi Marg
VIP Road, Telibandha
Raipur (C.G)**

TENDER DOCUMENT

TENDER NO. RPDO/ENGG/LT/09


Subject : Design, Supply, Installation, Testing, Commissioning and AMC of Roof Top Grid connected Solar Photo Voltaic (SPV) System (without Battery Backup), at COCO Siltara (20 KWp) and COCO Mandirhasaud (20 KWp) under RPDO

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Seal and Signature of tenderer

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CHECK-LIST FOR EXECUTION OF CONTRACTUAL AGREEMENTS 


All tenderers shall sign and stamp all pages of the Documents, Form of Contract and General Conditions of Contract. Successful tenderer shall execute the following in the prescribed format of required value and submit the same to IOCL for execution. These documents shall form part of the Contract Agreements.

SNO	DESCRIPTION	DETAILS
1	Form of Contract cum General Conditions of Contract	As specified under relevant heading
2	Indemnity Bond Undertaking A	-Do-
3	Indemnity Bond Undertaking B	-Do-
4	Declarations	-Do-
5	Declaration A, B, C and D	-Do-

Note:

1. The Agreements are to be affixed with Non Judicial Special Adhesive Stamp of appropriate Value and executed by the contractor.
2. The requisite stamp should be purchased in Raipur or in the State of Chhattisgarh only for the value as per the rules of Government of Chhattisgarh.

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(Special Adhesive non-judicial stamp of appropriate value to be affixed)/

INDEMNITY BOND UNDERTAKING 'A' 

From:

M/s.

(Contractors)

To.

M/S. INDIAN OIL CORPORATION LIMITED

Sub: (1) Work Order No. _____, dt.

(2) Agreement No. _____, dt.

THIS INDEMNITY BOND / UNDERTAKING executed at
this day of 20__ by M/s
..... hereinafter called the "Contractors" (which
expression shall mean and include if the context so admits, the partners or partner for the
time being of the Firm and their or his respective heirs, executors and administrators; its
successors and assigns in law) in favour of INDIAN OIL CORPORATION LIMITED a Company
incorporated under the Companies Act I of 1956 and having its Registered Office at G-9, Ali
Yavar Jung Marg, Bandra (East), Mumbai 400 051, herein after called "the Corporation" (which
expression shall include its successors and assigns in law).


WHEREAS the Corporation, desirous of having executed certain work specified in the work
order No. _____ dated _____ issued by the
Corporation on the Contractors, has caused drawings, specifications and bill of quantity
showing and describing the work to be done prepared and the same have been signed by or on
behalf of the parties hereto

AND WHEREAS the Contractors have agreed with the Corporation to execute and perform the
said work specified in the said Work Order upon certain terms and conditions provided in the
Agreement executed between the Contractors and the Corporation and also contained in the
General Conditions of contract attached thereto AND WHEREAS the Contractors are bound by
law to comply with the provisions of various Labour Laws like Minimum Wages Act 1948, Equal
Remuneration Act 1976, Inter-State Migrant Workmen (Regulation of Employment and
Conditions of Service) Act 1979, Contract labour (Regulation and Abolition) Act 1970,
Workmen's Compensation Act 1923, Employees State Insurance Act as also the Provident Fund
Act providing for Provident Fund Scheme for labourers engaged by the Contractors but in the
event of violation of the provisions of various amenities and facilities to the workers under
the different labour laws, not only the Contractors but also the Corporation as the principal
employer becomes liable for the acts of omission and commission by the Contractors.

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS
to indemnify and keep indemnified the Corporation as stated hereinafter.

1. The Contractors hereby undertake to furnish a certificate with regard to the number


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of labourers employed by them in the Corporation in other organisation throughout the country to the Location in-charge of the Corporation where the work is undertaken by the Contractors.

2. The Contractors hereby confirm and state that they are duly registered under Contract Labour (Regulation and Abolition) Act 1979 as amended from time to time and that they undertake to furnish a certified copy of the requisite Licence obtained by the Contractors from the competent authority to the Corporation's representative.
3. The Contractors hereby undertake to keep proper record of attendance of his labourers and will give opportunity to the officers of the Corporation to supervise the same and confer upon the Corporation's representative the right to countersign the said register. The Contractors shall provide a copy of pay sheets to the Location in-charge of the Corporation nominated by the Corporation for supervision of the payment of wages made to the labourers by the Contractor and also confer the right on the Corporation's representative to supervise the payment of wages to the labourers on the spot whenever required by the Corporation.
4. The Contractors state that they are fully aware of the provisions of the Provident Fund Act, particularly with regard to the enrolment of labourers as a member of Provident Fund. The Contractors further confirm that they are aware of the provisions and that they are obliged to recover Provident Fund contribution from the eligible labourers engaged by them and after adding their own contribution, remit the same to RPFC. The contractors state and confirm that they are fully aware of their obligation to remit the said amounts on account of Provident Fund to the RPFC within the prescribed period and that they have obtained a separate code number from the Regional Provident Fund Commissioner which is bearing Sanction No. _____ dated _____ from RPFC.
5. The Contractors will afford all opportunities to the officers of the Corporation whenever required to verify that the Provident Fund is actually deducted by the Contractors from the wages of the labourers and the same together with the Contractors' contribution has been duly remitted by the Contractors to the concerned P.F. Commissioners. The Contractors also undertake to provide photocopy of the receipt issued by the concerned P.F. Commissioner for having received the P.F. contribution from the Contractors.
6. In the event the Location in-charge of the Corporation is not satisfied about the payment of wages made and the recovery of P.F. etc. from the labourers employed by the Contractors, the Contractors hereby agree and authorised the Corporation to withhold the payment of their bills till the contractors complete all their obligations.
7. Notwithstanding the provisions contained in clause 6 above, the Contractors hereby undertake and authorised the Corporation to recover dues payable by the Contractors to the labourers employed by them as also amounts on account of P.F. contributions

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(including the Contractors' contribution) as also all losses, damages, costs, charges, expenses, penalties from their bills and other dues including the security amounts.

8. The Contractors hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred to here in above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the event of any past or future violation of the various labour laws, the contractors shall indemnify and keep the Corporation duly indemnified against all losses, damages, costs, charges, expenses, penalties, suits or proceedings which the Corporation may incur, suffer or be put to.
9. The contractors hereby agree that the aforesaid indemnity undertakings are in addition to and not in substitution of the terms and conditions contained in the tender documents and the work order and also the Agreement executed by the Contractors with the Corporation.
10. The Contractors hereby confirm, agree and record that these terms of undertaking and indemnity shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representatives and shall ensure for the Corporation's benefit and for the benefit of its successors and assigns.
11. That all questions, issues, disputes and differences between the contractor and the Corporation arising under this indemnity bond undertaking shall be referred to arbitration in the same meaning as indicated in the contract executed between the contractors and the Corporation.

Yours faithfully,

Date


Contractor's Name and Signature

Witness

(1) (Full Address)

(2) (Full Address)

Seal and Signature of tenderer

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(Special Adhesive non-judicial stamp of appropriate value to be affixed)/

INDEMNITY BOND UNDERTAKING 'B' 

(To be executed if Applicable on obtaining Work Order)

From:

M/s.
(Contractors)

To.

M/S. INDIAN OIL CORPORATION LIMITED


Sub: (1) Work Order No. _____, dt. -----
(2) Agreement No. _____, dt. -----

THIS INDEMNITY BOND / UNDERTAKING executed at -----
this ----- day of ----- 20__ by M/s -----
----- hereinafter called the "Contractors" (which
expression shall mean and include if the context so admits, the partners or partner for the
time being of the Firm and their or his respective heirs, executors and administrators; its
successors and assigns in law) in favour of INDIAN OIL CORPORATION LIMITED a Company
incorporated under the Companies Act I of 1956 and having its Registered Office at G-9, Ali
Yavar Jung Marg, Bandra (East), Mumbai 400 051, herein after called "the Corporation" (which
expression shall include its successors and assigns in law).

WHEREAS the Corporation, desirous of having executed certain work specified in the work
order No. _____ dated _____ issued by the
Corporation on the Contractors, has caused drawings, specifications and bill of quantity
showing and describing the work to be done prepared and the same have been signed by or on
behalf of the parties hereto AND WHEREAS the Contractors have agreed with the Corporation
to execute and perform the said work specified in the said Work Order upon certain terms and
conditions provided in the Agreement executed between the Contractors and the Corporation
and also contained in the General Conditions of Contract attached thereto.

AND WHERE the Contractors are bound by law to comply with the provisions of various Labour
Laws like State Migrant Workmen (Regulation of Employment and Conditions of Service) Act
1979, Contract Labour (Regulation and Abolition) Act 1970, Workmens Compensation Act
1923, Employees State Insurance Act as also the Provident Fund Act by the Contractors but in
the event of violation of the provisions of various amenities and facilities to the workers
under the different labour laws, not only the Contractors but also the Corporation as the
principal employer becomes liable for the acts of omissions and commission by the
Contractors.


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IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Corporation as stated hereinafter:

1. The Contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in Corporation / in other organisation throughout the country to the Location In charge of the Corporation where the work is undertaken by the Contractors.
2. The Contractors hereby confirm and state that they are duly registered under Contract Labour (Regulation and Abolition) Act 1970 as amended from time to time and that they undertake to furnish a certified copy of the requisite Licence obtained by the Contractors from the competent authority to the Corporation's representative.
3. The Contractors hereby undertake to keep proper record of attendance of his labourers and will give opportunity to the officers of the Corporation to supervise the same and confer upon the Corporation's representative the right to countersign the said register if so required by the Corporation. The Contractor shall provide a copy of the pay sheets to the Location In charge of the Corporation nominated by the Corporation for supervision of the payment of wages made to the labourers by the contractors and also confer the right on the Corporation for supervision of the payment of wages made to the labourers by the Contractors and also confer the right on the Corporation's representative to supervise the payment of wages to the labourers on the spot whenever required by the Corporation.
4. The Contractors state that they are fully aware of the provisions of the Provident Fund Act, and the rules made thereunder. The Contractors hereby confirm that the said act and the rules made thereunder are not applicable to them since they have not employed labourers exceeding _____ at any time and that the labourers so far employed were also not on continuous basis. The Contractors further confirm in this regard that no worker employed by them is in service for circumstances none of the workers employed by them is eligible for PF benefits under the said Act. The Contractors therefore state that they are exempted from the purview of the said Act and the rules made thereunder and they are therefore not required to obtain a separate Code Number from the Regional Provident Fund Commissioner.
5. The Contractors hereby undertake and agree that in event of any claim on account of PF liabilities arising in future, they shall keep the Corporation duly indemnified against all losses, damages, charges, expenses, penalties, suits or proceedings which the Corporation may incur, suffer or be put to on that account.
6. The Contractor hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those

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referred to herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the events of any past or future violation of the various labour laws the contractors shall indemnify and keep the Corporation duly indemnified against all losses, damages, costs, expenses, penalties, suits or proceedings which the Corporation may incur, suffer or be put to.

7. The Contractor hereby agree that the aforesaid indemnity undertaking are in addition to and not in substitution of the terms and conditions contained in the tender documents and the work order and also the Agreement executed by the Contractors with the Corporation.
8. The Contractors hereby confirm, agree and record that these terms of undertaking and indemnity shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators, and legal representative and shall ensure for the Corporation's benefit and for the benefit of its successors and assigns.
9. That all question, disputes and differences between the Contractor and the Corporation arising under the bond / undertaking shall be referred to arbitration in the same manner as indicated in the Contract dated _____ executed between the Contractors and the Corporation.

Yours faithfully,

Date


Contractor's Name and Signature

Witness

(1) (Full Address)

(2) (Full Address)

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(Special Adhesive non-judicial stamp of appropriate value to be affixed)/

DECLARATION

Sub. : Contract / Work Order No. ----- dated -----


1. We the Contractors hereby agree, undertake to faithfully observe and comply with the following during the performance of the contract.
2. We shall
 - a) Deploy trained and competent employees who are physically fit and are not suffering from any chronic or contagious diseases.
 - b) Be responsible for and arrange and bear costs of such equipments, cleaning materials, uniforms and other paraphernalia necessary to render effectively the services required by the Corporation.
 - c) Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by the Corporation under the above contract and shall maintain proper books of account, records and documents. We shall however as the employer, have the exclusive right to terminate the services of any of our employees and to substitute any person instead.
 - d) Comply in all respects with the provisions of all statutes, rules and regulations applicable to us and / or to our employees and in particular we shall obtain the requisite licence under the Contract Labour (Regulation and Abolition) Act 1970 and the rules made there under.
 - e) Ensure that our employees while on the premises of the Corporation or while carrying out their obligations under the contract, observe the standards of cleanliness, decorum, safety and general discipline laid down by the Corporation or its authorised agents and the Corporation shall be the sole judge as to whether or not we and/or our employees have observed the same.
 - f) Personally and exclusively employ sufficient supervisory personnel exclusively to supervise the work of our employees so as to ensure that the services rendered under this contract are carried out to the satisfaction of the Corporation.
 - g) Ensure that our employees will not enter or remain on the Corporation's premises unless absolutely necessary for fulfilling our obligations under the contract.

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- h) Not do or suffer to be done in or about the premises of the Corporation anything whatsoever which in the opinion of the Corporation may be or become a nuisance or annoyance or danger or which may adversely affect the properly, reputation or interest of the Corporation.
- i) Not do or suffer to be done in or about the premises of the Corporation anything whereby any policy of insurance taken out by the Corporation against loss or damage by fire or otherwise may become void or voidable.
- j) Be liable for and make good any damage caused to the Corporation's properties or premises or any part thereof or to any fixtures or fittings thereof or therein by any act, omission, default or negligence on our part or on the part of our employees or our agents.
- k) Indemnify and keep indemnified the Corporation, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Corporation by or on behalf of any person, body, authority whomsoever and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all oilier liabilities of whatsoever nature which the Corporation may now or hereinafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by us of any of the terms and conditions of the contract. Without prejudice to the Corporation's other rights, the Corporation will be entitled to deduct from any compensation or other dues payable to us, the amount payable by the Corporation as a consequence of any such claims, demands, costs, charges and expenses. The Corporation shall not be responsible for death, injury or accidents to our employees which may. arise out of or in the course of their duties on or about the Corporation's property and premises and in the event that the Corporation is made liable to pay any damages or compensation in respect of such employees, we hereby agree to pay to the Corporation such damages or compensation upon demand. The Corporation shall also not be responsible or liable for any theft, loss, damage or destruction of any property that belongs to us or our employees lying in the Corporation's premises from any cause whatsoever.
3. It is hereby declared that we are, for the purposes of this contract independent contractors and all persons employed or engaged by us in connection with our obligations under the contract shall be our employees and not of the Corporation.
4. On the expiration of the contract or any earlier termination thereof, we shall forthwith remove our employees who are on the Corporation's premises or any part thereof failing which, our employees, agents, servants etc. shall be deemed to be trespassers and on their failure to leave the Corporation's premises, the Corporation shall be entitled to remove all persons concerned (if necessary by use of force) from the Corporation's premises and also to prevent them (if necessary by use of force)

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from entering upon the Corporation's premises.

5. We hereby undertake and declare that, in the event the workmen/employees/persons engaged by us ("the contractors' employees") to carry out the purposes hereof, attempt to claim employment with the Corporation or attempt to be declared as employees of the Corporation or attempt to become so placed, then in all such cases, we shall assist the Corporation in defending all such attempts of the Contractor's employees AND we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred or which may be incurred in defending all such attempts and in any appeal or appeals filed by the Corporation therein or relating thereto AND we hereby indemnify for ever the Corporation against all such costs, charges and expenses including legal charges and against all and any loss, expense or damages, whether recurring or not, financial or otherwise, caused to or incurred by the Corporation, as a result of such attempt by the Contractors' employees.
6. It is hereby agreed that the Corporation shall be entitled to set off any debt or sum payable by us either directly or as a result of vicarious liability to the Corporation against any monies payable or due from the Corporation to us or against any monies lying or remaining with the Corporation and belonging to us or any of our partners or directors.

Contractor's Signature or Authorised Attorney To be witnessed by Notary or by an official of IOC Ltd.

Seal and Signature of tenderer

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DECLARATION

We confirm that we have quoted/accepted the rates in this tender/in this work order considering the

1. Form of Contract cum General Conditions of Contract
2. Special terms and conditions.
3. Notice Inviting Tender Details
4. Important Guidelines to Tenderers / Special Instructions to Tenderers / Additional Instructions to Tenderers
5. Particular Conditions of Contract / General Terms and Conditions
6. Specifications of Civil Works, Drawings, List of Approved Makes, Applicable IS / BIS Codes.


We agree to all the conditions mentioned in these documents.

PLACE : SIGNATURE OF THE CONTRACTOR / HIS/HER
AUTHORISED REPRESENTATIVE

DATE : NAME & ADDRESS

SEAL : TELEPHONE NOS.

Seal and Signature of tenderer

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SCOPE OF WORK , APPROVED MAKES, SPECIFICATIONS & SPECIAL TERMS AND CONDITIONS(To be read with Ann-6 & 7 attached with this Tender)

PART - A: SCOPE OF WORK

The following jobs have to be executed simultaneously along with any other works as required for completion of the entire work as directed by the site in charge:

Provision of Grid connected roof top Solar Photo Voltaic Plant for COCO Siltara (20 KWp) & COCO Mandirhasaud (20 KWp).

The brief Scope of Work shall be as mentioned hereinafter but not limited to the following:

2.1 Part-A - Engineering, Procurement and Construction (EPC):

Design, Engineering, Manufacturing, Supply, Packing and Forwarding, Transportation, Unloading, Storage, Installation, testing and commissioning of Solar Photovoltaic Plants of above mentioned capacity at COCO Mandirhasaud & COCO Siltara on LSTK (Lumpsum Turnkey) mode i.e providing end to end solution for Solar Plant.

Note:

(1)In COCO Siltara the SPVs are to be installed in various identified buildings (appx 4 Nos) of the Retail Outlet Having appx 358 Sqm of Roof Top area. All necessary modification for Installation of SPV Plant viz. structural steel works, Civil, Mechanical & Electrical works needs to be done by successful bidder only.

(2) In COCO Mandirhasaud,the SPVs are to be installed in various identified buildings (appx 2 Nos) of the Retail Outlet having appx 186 SQM of Roof Top area. All necessary modification for Installation of SPV Plant viz. structural steel works, Civil, Mechanical & Electrical works needs to be done by successful bidder only.

Subsequent Operation & Maintenance of the plant free of cost inclusive of all necessary spares and services for a period of one year (defect Liability period) from the date of successful project commissioning.

2.2 Part-B - Operation and maintenance services (Comprehensive AMC with spares)


Operation and maintenance of plant for a period of 4 years after completion of the defect liability period.

3.0 Completion Period: As mentioned in NIT.

The works are to be executed as per the detailed IOCL specifications and as per the instructions of the Site Engineer. In addition to the above, the tenderer to note the following:

- a. The work is to be executed in a running (Operating) Retail Outlet and the contractor shall execute the work without hampering the day to day operation of the location. Also before execution of work successful contractor have to obtain necessary ENTRY PASS/ PERMIT FROM the Retail Outlet Business Manager. For this purpose based on the requirement of the location,

Seal and Signature of tenderer

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the contractor has to arrange necessary documents (Such as police verification of labours, ID cards of Labours issued by Statutory Authority) No separate/extra time shall be provided for the above mentioned activity.

- b. Contractor should make adequate arrangements for carrying out the work from 08:30 hrs till 17:00 hrs on every working day and if required work execution is also to be carried out on Sundays/Holidays also. Contractor should also be prepared to work extended hours on weekdays, if permission is given by the Retail Outlet. However time limit given in the Tender is considering normal working hours (08:30 hrs to 17:00 hrs.) on weekdays/working days of Retail Outlet.
- c. The successful tenderer shall be required to commence the work immediately at all the work fronts made available.
- d. For Monitoring of the Project by IOCL, Successful Tenderer shall submit a bar Chart matching with the Time Schedule and Conditions given in the Tender. This Bar Chart should be submitted within 15 days from the date of placement of work order on the Successful Tenderer. The successful bidder has to fill & maintain log book on daily basis at site.

Tenderers may please note that the rates in the BOQ are exclusive of GST. The GST shall be paid EXTRA as per the prevailing Law for applicable items as mentioned in BOQ/SOR . For Checking the Rates of GST Technical Estimate Sheet may pls be referred.

Site Records:

Proper site records including material test records, cement register, material inward/outward details and other construction material record, QAP to be maintained for the work at site by the contractor and offered to IOCL while inspection. Contractor also has to maintain necessary daily progress log book, hindrance register, registers for compliance of statutory laws relating to contract labour, ESI, PF, wage register etc.

COMPLETION SCHEDULE:


The entire works as per the BOQ shall be required to be completed within the period as mentioned in the NIT.

PART - B SPECIAL TERMS AND CONDITIONS

1.0 These Special terms and conditions shall be read in conjunction with the General Terms & Conditions (GCC) of Contract. Following clauses forming part of the GCC issued along with the tender are deleted:

Clause 2.6.1.0, 2.6.2.0 & 4.5.0.0.

Seal and Signature of tenderer

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DELETION OF ARBITRATION AGREEMENT FROM ENGINEERING CONTRACTS

GCC (General Conditions of Contract) contains provisions for arbitration and alternative dispute resolution machinery under Section 9, which stands deleted. Further, the reference to arbitration and alternative dispute resolution machinery provision contained in any other term and condition in GCC, which may be general or special in nature shall also stand deleted to the extent the said contents are applicable to the arbitration provisions.


1.0 PERIOD OF COMPLETION:

1.1 The time limit for completion of subject work is as per the completion period mentioned in the NIT from the date of commencement. The date of commencement shall be 10 days from the work order date or date of actual handing of site whichever is earlier. The stipulated time of completion shall be strictly adhered to, failing which price adjustment for delay in completion of work shall be applicable in line with clause No. 4.4.0.0 under Form of Contract cum General Conditions of Contract. In partial modification of clause 4.4.0.0 of GCC price adjustment for delay in completion shall be deducted at applicable percentage from RA bills, on cumulative values of work done up to the concerned RA Bill. However, in case of abandonment of site/Termination, price adjustment for delays shall be applied inline with GCC clause no. 7.0.9.0 on total contract value as specified in the acceptance of tender.

The price adjustment for delay in completion of work shall be Levied/Recovered individual location wise separately for the total amount of Part A & Part B of the rate schedule/BOQ taken together for the respective location.

- 1.2** After issuance of the work order, under some special circumstances, the Corporation may advise postponement of commencement date or to carry out the work in stages, in which case the time of completion shall be extended suitably depending upon the actual delay/interruptions caused. The Corporation will not however be liable under any circumstances for payment of compensations of any nature to the contractor for such delay or interruptions.
- 1.3** If the contractor fails to complete work within the completion period, does not show sufficient progress as per time schedule fixed for completion of the work, the Corporation can terminate the contract by giving written notice by a registered letter and get the full or remaining job done through any other contractor/Agency at higher rate than the rates finalized in this order and recover the difference from the Contractor's pending bill/security deposit. This will be in addition to forfeiture of ED/SD for the subject work.

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- 1.4 The contractor, if desires, can make an application sufficiently in advance before the completion time, if they anticipate any obstacle/Hindrances in completion of their work, before the scheduled date of completion. Any application received beyond this date shall not be considered. The Corporation however shall not be bound to give any extension of time if the delay is on the part of the contractor.
- 1.5 Acceptance of facility/facilities by the Corporation does not constitute final completion of the contract. The contract shall be deemed to be executed in full and final measurement certificate only when the contractor has fully discharged all his obligations in terms of all the contract documents.

ISSUE OF MATERIALS.

Materials to be issued to the contractor by IOCL shall be handed over to the contractor From the Retail Outlet store/ Storage yard or any other place anywhere within the Retail Outlet. Contractor shall at his own cost shift/move the IOCL supplied material to the work site.

Contractor shall take delivery of such materials and keep it in safe custody till the time of handing over of completed facility to IOCL. If any material is found to be missing or short from the list of materials handed over, the Contractor shall be responsible for the same and shall have to make up for the losses.


The contractor will not have any legal ownership on material issued for corporation works.

- 1.6 The contractor will submit the name of his authorized representative with his attested signature to Engineering in charge for issue of materials, signing bill, taking instructions etc.
- 1.7 Contractor will preserve MIN/MRN (for receipt of material from the Corporation/Return of balance material to the Corporation after the work has been completed/material generated after removal of existing equipment/material from the site) till the submission of final bill for works. The consumption of material for work will be settled on the basis of MIN/MRN if any material is found short, the Corporation will recover its cost either book value plus 10% or market rate whichever is higher.

Handing Over of Facilities By the Contractor

- 1.8 The Contractor on completion of job will hand over the facilities and site to Corporation or its authorized representative and will have no legal claim of ownership on material, equipment and site.

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2 DEALING WITH OUTSIDE PARTIES:

- 2.1 The contractor should purchase all material from the market, which they require for the work allotted to them in cash or credit in their own firm name only.
- 2.2 If any material has been purchased by the Contractor on credit and payment is not cleared, Corporation on receipt of such complaint from any party can recover the amount from contractor's pending bills or a security deposit, on account of no clearance of such transaction where Corporation's name/dealing is likely to be adversely affected and may make the payment to the concerned party.
- 2.3 Contractors in their own interest should purchase material from the authorized sources and should fulfill all their obligations of all taxes etc. If the Corporation has reasons to believe that any material has been brought to its premises from unauthorized sources, the Corporation can refer the matter to police/ concerned statutory authorities for verification/ necessary action.
- 2.4 The Contractor can be debarred from corporation and EMD/SD shall be forfeited for such lapses.
- 2.5 The Contractors should produce all invoices in original for the materials purchased as called for by the Corporation Engineers for proof of having purchased particular quantity of approved makes from authorized dealers, etc.

TESTING OF MATERIALS/WORKS

- 2.6 The Contractors should produce manufacturers test certificates as and when called for.


The contractors have to get the materials tested from the Government Laboratories / Laboratories of Government Institutions or as approved by our Engineers at no extra cost. The materials, which do not meet the minimum requirements, have to be replaced with new materials. The Contractor should get new materials tested at no extra cost.

The contractor shall carry out the various Tests (either in the field or at outside Laboratories) enumerated in the Technical specifications of this Tender/ QAP and the Technical documents that will be furnished to him during execution of work. No extra payment shall be made for the same unless and otherwise specified in the schedule of rates.

The Contractor shall provide at site, a necessary Testing equipment/gauges, and manpower for carrying out various tests, including field tests.

Any other apparatus deemed necessary by the PMC/ IOCL for proper control shall be provided

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by the contractor at his own cost.

Technician for carrying out above tests and maintaining test records. The Technician shall also prepare and maintain records of all quality check for verification by IOC Engineers on day-to-day basis.

Apart from the QC checks at site, periodic testing of materials proposed to be used in works shall also be tested as per IS provisions in Govt. approved Labs for which no extra payment shall be made.

- 2.7 Concrete cubes have to be cast, cured and tested as per the instructions of the Engineer in-charge for 7 days/28 days for various stages of concreting i.e., foundation, plinth beams, columns, roof beams, roof slabs culverts, trench slabs, etc., at no extra cost.

3. COMMENCEMENT OF WORK AND REFUSALS:

3.1 The contractor shall have to start the work within ten days from the date of work order or actual handing over of site which ever is earlier , failing which price adjustment as per clause No. 4.4.0.0 under PRICE ADJUSTMENT FOR DELAY IN COMPLETION of Form of Contract cum General Conditions of Contract. (Refer Page No.36 of Form of Contract cum General Conditions of Contract).

3.2 If the contractor does not start the work by the above stated period and if the Corporation is not satisfied with the reason for not starting the work in time or if Contractor refuses to carry out the work due to any other reason, the Corporation can cancel that work order by giving a registered notice after the expiry of the specified period as per the work order conditions and the same work shall be carried out by any other contractor at his entire risk and cost and consequences.


4 SCHEDULE OF RATES

4.1 Schedule of rates shall be read with work description as given in the Price Bid /Schedule of Rates (BOQ) and elaborated in Detailed Specifications / Description of Items/ scope of work, relevant specifications, instruction to tenders, particular conditions of contract, works contract agreement and other special terms and conditions including relevant drawings.

4.2 Anything contained to the contrary in the work description shall supersede the specification and drawing.

4.3 Anything contained to the contrary the special Terms and Conditions will also supersede instructions to tenderers particular conditions of contract or stated elsewhere.

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5. DEFECT LIABILITY PERIOD

- 5.1 The works completed and taken over by the Corporation shall be under defect liability period for one year (i.e. 12 calendar months) from the actual date of completion of work. The Contractor should replace / rectify defective equipment or carryout rectifications in case of any damages to completed work due to defective / poor workmanship/quality, during the defect liability period, to the entire satisfaction of the Corporation, at their own risk and cost. The security deposit of 10% deducted shall be released only after completion of defect liability period and other obligations during this period.
- 5.2 The Contractor shall make Security Deposit for an amount equivalent to 10% of the Contract value within 10 days of placement of Letter of Intent (LOI)/ Letter of Acceptance (LOA). Such Security Deposit shall be held by IOCL as Security for the due performance of the Contractor's obligations under the Contract.

THE SECURITY DEPOSIT CAN BE MADE IN ONE OF THE FOLLOWING MODES:

5.1.1 Through DEMAND DRAFT:

The Contractor will pay an amount equivalent to 25% of the total security deposit, in the form of Demand Draft before commencement of work (called initial security deposit) and remaining 75% of security deposit will be recovered from the running bills @10% of the bill amount, till the entire amount of security deposit is recovered. Alternatively, the entire amount of SD may be furnished by way of Demand Draft.

5.1.2 By Bank Guarantee


(Only if the quantum of security deposit is in excess of Rs.1, 00,000.00):

Entire amount of security deposit (worked out on the basis of work order value) should be covered by BG as per the format issued by the Corporation and should be submitted prior to commencement of work. The BG will be valid for a period of 3 months beyond the end of defects liability period (12 months from the date of successful completion of works as per contract). This BG shall be submitted directly by the bankers under their covering letter to the office of the Corporation in a sealed cover.

The security deposit collected as per the terms shall be released after a period of 12 Months from the date of completion of works subject to the relevant clauses of the GCC. The SD shall not carry any interest.


- 5.1.3 In the event of the Contractor failing to submit the SD within 10 days of the placement of work order, the same may be cancelled without any further reference.

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6. Mobilization advance clause shall not be applicable for this contract. No mobilization advance shall be given to the contractors. This clause shall supersede any other clause on mobilization advance if mentioned elsewhere in the tender documents. Since the work is to be carried out in running locations, the work is likely to be hampered/delayed due to operational reasons. No claims on account of the above and any other reason whatsoever shall be entertained by the corporation and work shall be completed by the contractor within the stipulated period considering the above conditions also the Corporation shall not pay any compensation whatsoever for idling of labour / equipment.
- 7.1 **The tenderer shall visit the site & study in details covered in the tender & other site conditions before quoting of the tender.**
- 7.2 Acceptance of the facility / facilities by the Corporation does not constitute final completion of the contract. The contract shall be deemed to be executed in full and final measurement certified only when the contractor has fully discharged all his obligations in terms of all the contract documents.
- 7.3 Facilities dismantled / damaged while executing the works shall be restored to its original condition without any extra cost the corporation.
- 7.4 The bills for works executed at locations are to be certified by Site Engineer. The payments will be made by State Office as per Corporation Policy.
- 8. HOLIDAY LISTING OF PARTIES**
8. A party may be put on Holiday List due to any one and/or more reasons listed below:-
- 8.1.1 Has indulged in malpractices such as bribery, corruption, fraud and pilferage.
- 8.1.2 Is bankrupt or is being dissolved or has resolved to be wound up or proceedings for winding up or dissolution have been instituted.
- 8.1.3 Has submitted fake, false or forged documents / certificates
- 8.1.4 Has submitted materials in lieu of materials supplied by IOCL or has not returned or Has short returned or has unauthorized disposed off materials / documents / Drawings tools or plants or equipments supplied by IOCL.
- 8.1.5 Has obtained official company information or copies of documents in relation to the Tender / contract, by questionable methods / means
- 8.1.6 Has deliberately violated and circumvented the provisions of labor laws / regulations / rules, safety norms or other statutory requirements.

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- 8.1.7 Has deliberately indulged in construction and erection of defective works of supply of defective materials.
- 8.1.8 Has not cleared IOCL's previous dues
- 8.1.9 Has committed breach of Contract or has failed to perform a contract or has abandoned the contract
- 8.1.10 Has refused to accept Fax of Acceptance / Letter of Acceptance / Purchase Order / Letter of Intent / Work Order after the same is issued by IOCL within the validity period and as per agreed terms and conditions.
- 8.1.11 After opening of Price Bid, on becoming L1, withdraws / revises his bid upwards within the validity period.
- 8.1.12 Has parted with, leaked or provided confidential / proprietary information of IOCL given to the party only for his use (in discharge of his obligations against an order) to any third party without prior consent of IOCL.
- 8.1.13 Any other ground for which in the opinion of the Corporation makes it undesirable to deal with the party.
- 8.1.14 If a communication is received from the Administrative Ministry of IOCL to ban a party from dealing with IOCL

PART - C

1. GENERAL

- 1.1 Special conditions of contract shall be read in conjunction with the General conditions of contract, Schedule of Rates, specifications of work, drawings and any other documents forming part of this contract wherever the context so requires.
- 1.2 Notwithstanding the sub-division of the document into these separate sections and volumes, every part of each shall be deemed to be supplementary of every other part.
- 1.3 Wherever it is stated anywhere in this Tender document that such and such a supply is to be effected or such and such a work is to be carried out, it shall be understood that the same shall be effected/carried out by the contractor at his own cost, unless a different intention is specifically and expressly stated herein or otherwise explicit from the context.
- 1.4 The materials, design and workmanship shall satisfy the relevant Indian Standards, the job specifications contained herein & codes referred to. Where the job specifications

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stipulate requirements in addition to those contained in the Standard Codes and specifications, these additional requirements shall also be satisfied.


In the absence of any standard /specification /codes of practice for detailed specifications covering any part of the work covered in this tender document, the instruction/directions of Engineer-In-charge will be binding on the contractor.

- 1.5 The schedule of Rates shall be read in conjunction with materials & job specifications & in case of any irreconcilable conflict between them, provision in the item under Schedule of Rates/Quantities will override corresponding provision only of the material and job specifications, which cannot be reconciled. In such cases, the decision of the Engineer-in-Charge shall be final and binding on the contractor.
- 1.6 In case of contradiction between Indian Standards, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawings, Schedule of Rates, the following shall prevail in order of precedence.
- NIT
 - Telex/Telegram of intent, detailed letter of intent.
 - Schedule of Rates and Quantities (BOQ/PR)
 - Special Terms and Conditions of Contract
 - Job specifications
 - Drawings
 - General Conditions of Contract.
 - Indian Standard/Technical/Material Specifications.

2. WATER AND POWER:

- 2.1 Construction water & power will not be made available by the owner and the same shall be arranged by the contractor at his own without any liabilities on the part of owner. The rates quoted are deemed to be inclusive of the same.
- 2.2 Contractor should make his own arrangement for Electrical Power by means of providing DG set, obtaining temporary Electrical power connection form Electricity board authorities etc.
Electrical Power if it is surplus at the location ,may be supplied on chargeable basis by the Corporation, at its sole discretion. However, the contractor shall have to make his own arrangement for laying cable from the existing sources in the Installation / Depot / AFS. Only flameproof cable and fittings shall be allowed for tapping the same. For this, a tested Energy Meter shall be installed by the Contractor and the initial and final reading shall be recorded jointly. The Electrical energy consumption charges as per the rate fixed

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by the location in-charge shall be recovered from the bills of the Contractor/party shall directly submitted payment to the location by means of a Demand Draft.


3. MATERIAL SPECIFICATION:

- 3.1 All materials shall be procured from the approved list of Vendors as given in the tender document. In case of deviation, prior approval shall be taken from IOCL.
- 3.1.1 All the materials shall be got approved before use. In case defective/sub. Standard materials are brought at site and rejected by site Engineer, the same shall have to be removed immediately within 3 days form the site of work.
- 3.1.2 In case of RCC platforms and concrete work more than 5 CUM the mixing will be done with a mechanical mixer only and the compacting of concrete shall be done with mechanical vibrator only. In case of hand mixing upto 5 Cu. M additional cement @ 10% shall be added without any extra cost to the corporation.

4. QUALITY AND SAFETY AT CONSTRUCTION SITES

- 4.1 The Contractor shall always maintain important records like Layout Plan, Work Order, Construction Drawings, Site Instruction Books etc., without fail. These shall be available with the site supervisor of the Contractor executing the job.
- 4.2 The Contractor shall use volumatic Boxes of size 1.25 cft for measuring the quantity of imaterial for mortar and concrete.
- 4.3 The mixer machine shall have Hydraulic liftable bucket type in which the ingredient shall be poured using volumatic batches.
- 4.4 No Iron pan (Tagari / Ghamla) shall be used for measuring the ingredient for mortar / concrete.
- 4.5 The Trucks / Trailors etc. transporting the construction material at site shall be fitted with spark arrester.
- 4.6 The mixer machine shall be fitted with spark arrester. All the electrical construction equipments shall be provided with FLP motor and gland.
- 4.7 Quality Tests shall be conducted as per contractual specifications/QAP and requirements. During site visits by IOCL Officers from State Office or Divisional Office/TPI, quality aspects shall be checked and deviations, if any, to be recorded and communicated to the Contractor for rectification.

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4.8 Contractor should ensure all Safety Precautions viz. provision of proper shoring and scaffolding, use of helmets, safety belts, safety shoes, safety harness gloves, goggles etc. for various civil, mechanical and electrical works before commencement of work.

4.9 Contractor deploying Contract Labour, should be adequately educated on safety aspects and made aware of the dangers of unsafe practices before commencement of works.

4.10 Contract should ensure that cautionary signboards depending on the nature of work under execution progress are displayed at site.

4.11 Contractor should ensure, while working in proximity to HT Lines, it should be ensured that the lines are de-energized before commencement of work.

5. SECURITY OF MATERIAL EQUIPMENT:

5.1 Contractor is fully responsible for the equipments/materials handed over to him for the execution of the work and in case these are mishandled or stolen or damaged in transit, he has to arrange these entirely at his own cost to the satisfaction of site Engineer.

5.2 Corporation shall not be responsible for the security of contractor's materials/equipment.

6. ELECTRICAL WORK:

6.1 The entire electrification work shall be carried out by the contractor under supervision of licensed Electrical supervisor to the satisfaction of local Electricity Dept. / Site Engineer.

6.2 The entire electrification work shall be carried out as per I.E. Rules/local Electricity regulation / IOC specification as applicable.


6.3 All metal covering which is used to project cables and apparatus shall be efficiently earthed. The metal covering used to carry the cables must be electrically continuous and this includes all the switchgear casing, if they are made of metal.

7. OTHER SPECIFICATIONS:

7.1 The work shall be carried out as per corporation's specifications / drawings and to the entire satisfaction of site engineer.


PART D: QUALITY CONTROL

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- 1.1 Entire work shall be executed as per the IOCL specifications for civil, electrical & mechanical works. All the bought out items used in the construction shall be sourced from the approved vendors of IOCL. However, on the specific request of the Contractor, IOCL may at its sole discretion approve name of any other vendor not included in the approved list. The cost implication shall also be reviewed in case the cost of other Vendor is lesser than the cost of the approved Vendor. Rate Analysis for this to be submitted by the Contractor.
 - 1.2 IOCL may appoint Third Party Inspectors (TPI) for inspection of work at various stages of construction and as per the QAP & IOCL specifications ,site supervision ,project monitoring etc The fee of TPI will be paid by IOCL. Draft Proforma of the QAP is enclosed. The successful tenderer to prepare the QAP and obtain the approval from IOCL for implementation.
 - 1.3 Over and above the inspections carried out by TPI, the work will also be inspected by the engineers from Madhya Pradesh State Office of IOCL.
 - 1.4 Contractor shall provide all necessary assistance to the TPI / IOCL engineers for carrying out inspections/ tests / measurements of work without any extra cost to IOCL.
 - 1.5 All the materials shall be got approved before use. In case defective/sub standard materials are brought at site and rejected by TPI / IOCL site Engineer, the same shall have to be removed immediately within 3 days from the site at their own cost. IOCL shall not entertain any claim from the Contractor on this account. In case, Contractor fails to remove such materials from the site, within 15 days after issue of notice in writing, IOCL reserves the right to dispose off such materials at the entire risk and cost of the Contractor.
 - 1.6 The Contractor shall make arrangements for retention of samples of approved materials till completion of work.
 - 1.7 Contractor shall bear all expenses towards testing of materials as per QAP and IOCL specifications. Repeat tests if required, as per the opinion of IOCL/TPI shall also be conducted by the Contractor at no extra cost. The lab tests shall be carried out at any reputed government approved test house or PWD lab. However, at its discretion, IOCL may advise to carry out tests at a particular labouratory, which shall be binding on the Contractor.
 - 1.8 Contractor shall submit proof of having placed the Order for supply of materials like supply of bitumen/Paver Block to IOCL from 15 days from the date of work order to avoid the delay.
- i) Contractor shall provide all the necessary equipments required for field tests to maintain the quality of work as per QAP and IOCL specifications.

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- 1.9 The Contractor shall maintain records of all the quality checks / tests at site. The format for such records will be as agreed by the Contractor / TPI / IOCL.
- 1.10 If the IOCL Engineer / TPI, on inspection or tests is not satisfied with the quality or workmanship of any work or any part thereof, the Contractor shall re-perform, replace, re-erect or re-install such work. At different stages of work, the contractor shall offer the same for inspection to IOC authorities/TPIA. The notice for inspection must be given 3-4 days in advance to plan the visit for inspection.
- 1.11 Should the Contractor fail to re-perform, replace or re-erect as the case may be, any of the works or structure, it has been rejected within a stipulated time period by the Site Engineer, the Contractor shall be deemed to be in the breach of contract and IOC shall be entitled upon expiry of the stipulated period to demolish and remove the defective works and re-perform or re-erect the same through an alternate agency at the risk and cost of the Contractor. In such cases, IOC shall be entitled to recover the cost incurred by IOC together with a supervision charge of 15%. The same shall be deducted from on account running bills or final bill of the Contractor.
- 1.12 The Contractor shall ensure that the quality system is clearly understood and faithfully implemented at all levels in his organization.
- 1.13 The Contractor shall develop quality consciousness among all personnel working for the contract.
- 1.14 The Contractor shall evolve a comprehensive system of planned and documented audit to verify whether various performed activities comply with detailed procedures, specifications, guidelines etc.

QUALITY & SAFETY SYSTEM.

- 1.15 Throughout all stages of the scope of contract, the Contractor's procedures, documents, activities, products & services and those of his Sub-contractors' shall be subjected to Quality and safety surveillance and audit by Owner. Such surveillance and audit are optional and shall not relieve the Contractor of his contractual obligations and liabilities.
- 1.16 The Contractor shall submit all quality records (generated during activity execution) and audit results on well laid formats / pro forma for IOC review. The rights of such review are reserved by IOC. IOC may review it in full, parts or selectively. However, complete correctness of the Q.A. and Safety assurance records shall be the sole responsibility of the Contractor irrespective of its review by IOC.
- 1.17 The Contractor shall get similar Q.A. and Safety System implemented at his subcontractors' works/ office. Q.A. and safety records from the Sub-Contractor shall

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be reviewed and certified for compliance by the Contractor before submitting to Owner for information.

- 1.18 All personnel shall be assigned tasks commensurate with their qualification. Specialized operators shall be qualified and certified.
- 1.19 No secured advance shall be paid against the raw materials brought at site. Payment shall be made as above only for 100% completed quantities against the respective items.

PROJECT MANAGEMENT:

1. In order to achieve timely completion of work, to monitor daily/ weekly work progress, to maintain record at site, to achieve desired quality standard in works, effective supervision, planning of work at site, adequate number of qualified & experienced Project Engineer, QC/ QA/ & Planning Engineer & HSE Manager are to be positioned at site by the contractor as per detail given in the Table below.
2. If contractor failed to provide required number of qualified & experienced Project Engineer, QC/QA/ & Planning Engineer & HSE Manager at site, recovery for non-deployment shall be done per month from contractor bill @ given in Table below.
3. In case Engineer concerned is holding Diploma Qualification instead of Engineering Graduation, the requirement of site experience would go up by minimum two years.
4. Table as per Nature & Quantum of Work for Requirement of Project Engineer, QC/QA/ & Planning Engineer & HSE Manager & Recovery for Non-Deployment per month is as below:

Sr. No.	Nature of Work	Quantum of Work in Rs./ Lac	Project Manager	QC/ QA/ Planning Engineer	HSE Engineer	Recovery for Non-deployment per Month		
						Project Manager	QC/ QA Engineer	HSE Engineer
1.	Civil work	50-200	1 Engineer with 3 Years of Experience			Rs.30000.00		

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Sr. No.	Nature of Work	Quantum of Work in Rs./ Lac	Project Manager	QC/ QA/ Planning Engineer	HSE Engineer	Recovery for Non-deployment per Month		
						Project Manager	QC/ QA Engineer	HSE Engineer
2.	including Structural and painting works	200-500	1 Engineer with 5 Years of Experience	1 Engineer with 2 Years of Experience	1 Engineer with 1 Year of Experience	Rs.40000.00	Rs.25000.00	Rs.20000.00
3.		> 500	1 Engineer with 8 Years of Experience	1 Engineer with 4 Years of Experience	1 Engineer with 2 Year of Experience	Rs.50000.00	Rs.35000.00	Rs.25000.00
4.	Mechanical works such as pipeline, tankage and other works where NDTs are mandated	50-200	1 Engineer with 3 Years of Experience	1 Engineer with 2 Years of Experience	1 Engineer with 1 Year of Experience	Rs.30000.00	Rs.25000.00	Rs.20000.00
5.		200-500	1 Engineer with 5 Years of Experience	1 Engineer with 3 Years of Experience	1 Engineer with 2 Year of Experience	Rs.40000.00	Rs.30000.00	Rs.25000.00
6.		> 500	1 Engineer with 8 Years of Experience	1 Engineer with 5 Years of Experience	1 Engineer with 3 Year of Experience	Rs.50000.00	Rs.40000.00	Rs.30000.00
7.	Electrical Works	30-100	1 Engineer with 3 Years of Experience	1 Engineer with 2 Years of Experience	1 Engineer with 1 Year of Experience	Rs.40000.00	Rs.25000.00	Rs.20000.00
8.		>100	1 Engineer with 5 Years of Experience	1 Engineer with 3 Years of Experience	1 Engineer with 2 Year of Experience	Rs.50000.00	Rs.35000.00	Rs.25000.00
9.	Automation	0-200	1 Engineer with 3 Years of Experience			Rs.30000.00		
10.		>200	1 Engineer with 5 Years of Experience	1 Engineer with 2 Years of Experience	1 Engineer with 1 Year of Experience	Rs.40000.00	Rs.25000.00	Rs.20000.00

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PENALTY CLAUSE AND BREACH OF SAFETY:

- 1.0 The penalty for breach of safety during execution of works shall be levied by the Corporation as below:
- a. Violation of applicable safety, health and environment related norm, a penalty of Rs. 5000/- per occasion.
 - b. Violation as above resulting in
 - Any physical injury, a penalty of 0.5% of the contract value (max. of Rs. 2 lacs) per injury in addition to Rs. 5000/- as mentioned above.
 - Fatal accident, a penalty of 1% of the contract value (max. of Rs. 10 lacs) per fatality in addition to Rs. 5000/- as mentioned above.

Completion Certificate :


- In partial modification of GCC clause no. 5.5.0.0. , the completion certificate shall be issued by CDRSM, on written request by the CONTRACTOR on successful completion of works and after completion of documentation as listed in clause 5.5.2.0. of GCC and including release of final bills within 15 days from the date of receipt of written request for completion certificate by the CONTRACTOR.

Tax Invoice :

Wherever taxes are charged on IOCL, the Contractor Shall Provide Tax Invoice in compliance to laws to enable IOCL to avail tax benefits and all bills shall be accompanied by a valid Tax invoice indicating following Minimum details:

- a) Invoice/Bill/Challan should be signed by the person authorized to sign such invoice/Bill/Challan
- b) Invoice/Bill/Challan should be serially numbered.
- c) Invoice to contain name address and the registration number of service provider
- d) Invoice to contain name and address of service receiver
- e) Invoice to contain description, classification and value of taxable service provided
- f) The party shall also be required to mention the GST details required to be paid by IOCL at the time of submission of bills as per the provision of Law prevalent at the time of Payments.

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The contractor would be liable to reimburse or make good of any loss/claim by IOCL towards tax credit rejected/disallowed by the tax authorities due to non deposit of taxes or non compliance of tax laws by the contractor .

The contractor will be under obligation for quoting/charging correct rate of the tax as prescribed under the GST law. Further the contractor shall avail & 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, deferential tax claim due to wrong classification of services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by IOCL.

ADDRESS DETAILS OF IOCL LOCATIONS (Retail Outlet) .

S.NO	LOCATION	ADDRESS
01	COCO SILTARA	COCO SILTARA SILTARA CHOWK, Raipur, CG
02	COCO MANDIRHASAUD	COCO MANDIRHASAUD Gram-Chatouna, Mandirhasaud, Raipur, CG


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INSTRUCTIONS TO TENDERERS- PARTICULAR CONDITIONS OF CONTRACT

(Instructions for Filling/ Submitting tenders)

1. **All Tender Documents and BOQ (Rate Schedule) to be submitted online only.**
2. Non-submission of all documents or incomplete submission of any document may result in rejection of the tender. It is, therefore necessary to submit all the relevant documents in full, duly filled and signed offline.
3. All the papers related to submission of E. M. D, and other relevant documents shall be submitted online along with the tender document. Non-submission of the tenders in the above manner is liable to be rejected.
4. Note : In case of TWO Bid Tenders Technical/Commercial bid shall be opened on the due date and time. Parties whose technical bids are found Acceptable shall be intimated by fax / email / letter / telephone/mobile, the date and time of opening Price bids. If they wish they can be present during opening of the price bids. Date and time for opening of price bids decided by corporation will be final and request for change in date of opening will not be entertained.
5. Please note that EMD of unsuccessful tenderers will be released after the finalization of tender. No correspondence shall be entertained with unsuccessful tenderers in this Regard.
6. Tenderers shall have to keep offer valid for a minimum period of Four Months from the date of opening of this tender. The accepted rate (i.e. the rate finalized with the successful tenderer) shall remain valid throughout the entire period of Contract once the Letter Of Intent (LOI) / Work Order (Letter of Acceptance) is placed on the successful tenderer. Escalation **SHALL NOT BE** considered and paid for this Tender / Contract.
7. Indian Oil Corporation Ltd. has developed a secured and user friendly system through National Informatics Center, which enables Vendors / Bidders to Search, View, Download tenders directly and also, enables them to participate & submit Online Bids on the e-tendering site <https://iocletenders.gov.in> in a secured and transparent manner maintaining confidentiality and security throughout the tender evaluation process. All interested bidders are requested to register themselves with the portal indicated above and enroll their digital certificate with the user id for participation in the tender.
8. Bidders are requested to read following conditions in conjunction with various conditions, wherever applicable appearing with this bid invitation for e-Tendering.

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9. How to submit On-line Bids / Offers electronically on e-tendering portal?

For this purpose, Vendors / Bidders are advised to read the instructions available in the homepage of the portal where detailed procedure for submission of bids is available under the section “Bidders’ Demo Kit”. The bidders should note the following:

i) Late and delayed Bids / Offers after due date / time shall not be permitted in e-tendering system. No bid can be submitted after the last date and time of submission has reached. (However if bidder intends to revise the bid already submitted, they may change / revise the same on or before the last date and time of submission of bid). The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.


ii) Bidders are advised in their own interest to ensure that bids are uploaded in e-tendering system well before the closing date and time of bid. No Manual Bids / Offers shall be accepted.

What is a Digital Signature?

This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain trusted Certifying Authorities (CA) who in turn allot on a regular basis Digital Certificates, Documents which are signed digitally are legally valid documents as per the Indian IT Act (2000). In order to bid for Indian Oil e-tenders all the vendors are required to obtain a legally valid Digital Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The Digital Certificate is issued by CA in the name of a person authorized for filing Bids / Offers on behalf of his Company. A Vendor / Bidder can submit their Bids / Offers On-line only after digitally signing the bid / documents with the above allotted Digital Signatures. Bidders have to procure Digital Certificate (Class 3) on their own from any of the Certifying Authorities in India.

Submission of Documents:

The Un-priced Technical Bids and Price Bid have to be submitted online only. However, documents which necessarily have to be submitted in originals like

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EMD (BG) and any other documents specifically mentioned in the tender for off line submission have to be submitted offline. Prices should not be submitted in a sealed envelope. Indian Oil shall not be responsible in any way for failure on the part of the bidder to follow the instructions. It is advised that the bidder uploads small sized documents (preferably upto 10 MB) at a time to facilitate easy uploading into e-tendering site. Indian Oil does not take any responsibility in case of failure of the bidder to upload the documents within specified time of tender submission.

Submission and Opening of Bids:


Bid along with all the copies of documents should be submitted in the electronic form only through Indian Oil e-tendering system. Before the bid is uploaded, the bid comprising of all attached documents should be digitally signed using digital signatures issued by an approved Certifying Authority (CA) in accordance with the Indian IT Act 2000. **The bidder should go through the detailed instructions available in the homepage of the portal for enrolment and Online bid submission process.**

Last Date for Submission of Bids:

Bidders are advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid. Vendors / Bidders must use any computer having Windows XP versions or higher operating system and an Internet web browser version Internet explorer V8.0 or higher recommended. **Note: Bidders are requested to go through the “Bidders Manual Kit” available in the homepage of the e-tendering portal i.e. <https://iocletenders.gov.in> to have a clear understanding of the steps to be followed for bid submission.**

10. Study of tender documents and visits to site:

Tenderers should study the tender documents carefully before quoting. The tenderers should also visit the site and acquaint themselves with site conditions. The tenderers are also expected to know about the availability of water, power, labour approach road cum- construction materials, as per our specifications and any/ all other ancillary facilities since these are to be provided / arranged by the tenderers (unless otherwise specified) at their cost to execute the works. All these factors must be taken into account.

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If there is a change in quantities given in the tender vis-à-vis actual, the cost for additional quantities shall be paid to the tenderer as per the items rates available in the price bid after applicable percentage.

Tenderer should also give detailed manpower mobilization planning at various stages of the project.

11. Negotiations:

Negotiations will not be conducted with the bidders as a matter of routine. However corporation reserves the rights to conduct negotiation.

12. Acceptance of Work Order by Tenderer:

After communication of the Corporation's acceptance of the contractor's tender, if the contractor fails to return the duplicate copy of the work order duly signed in token of their acceptance submit the SD, execute the contract agreement & complete the contract formalities within 10 days, the EMD may be forfeited by the Corporation, without any further reference to the contractor. Further the work order may be cancelled by the corporation without any further reference to the contractor.

13. Execution of agreement:

On acceptance of the quotation, the successful contractor will have to execute an agreement with the corporation covering all aspects of the contract in standard form, immediately before commencement of the works. The intending tenderers should acquaint themselves with the provisions of standard agreement prior to quoting.


14. Power of attorney:

When the party signing the agreement is not the sole proprietor, the necessary power of attorney authorising the person who is acting on behalf of the firm should be produced before execution of the agreement.

15. Execution of works:

The contractor shall submit on receipt of the work order and before starting the work, shall submit a detailed construction program PERT/ MS PROJECT bar chart adhering to the completion time quoted in the work order. The program thus submitted shall form a part of the contract and shall be binding on the contractor. However, the corporation reserves the right to alter the programme if necessary. No claim whatsoever of the contractor on this account will be entertained.

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16. Materials/ Equipments:

All materials required for execution of work must be got approved by our site representative before they are brought to the site and also before being actually put to use. All facilities for prior inspection of materials and subsequent inspection of work by our site engineer must be made available.

16.1 Materials without approval:

- a. Any material brought without prior approval will be entirely at the risk and cost of the contractor.
- b. If contractor brings defective/ sub standard materials to site, it shall be the responsibility of the contractor for the removal and disposal of the same at his cost. The corporation shall not entertain any claim from the contractor in this account in case the contractor fails to remove such materials within 15 days after issuing notice in writing to the contractor. Corporation reserves the right to dispose such materials at the entire risk and cost of the contractor.
- c. Work order quantities are approximate and payment shall be made as per actual measurements. The contractor is not entitled to for any sort of compensation towards materials procured/ stored in excess of the measured quantity if any.
- d. Excess quantities over and above that mentioned in the work order or extra items or deviation in work order should not be carried out by the contractor unless he has been asked to do so in writing and if carried out without such written approval, the same will be at risk and cost of the contractor.
- e. Detailed measurement of works carried out shall be jointly taken by the contractor and our site engineer at every stage of work before proceeding to the next stage as per relevant clauses of GCC.
- f. Entire works shall be carried out under the supervision of the authorized representative of the corporation.


17. Procurement of materials:

It shall be contractor's responsibility for procurement of all materials/ equipment etc and no delay due to non- availability of any materials/ equipments will be entertained by the corporation.

18. Safety and security of materials:

The responsibility of the materials and equipment brought or installed by the

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contractors (till they are handed over to us) will remain with the contractor and any claim of whatsoever nature due to any loss or otherwise will not be entertained. The contractor will have to handover completed job in its entirety as per work order.

19. Method of work:

As stated in the general conditions of contract, the contractor shall carry out works as per directions in the work order. The contractor shall not undertake on his own any change in the specifications mentioned in the tender documents and work order. In case of doubt, the contractor will refer the matter in writing and the contractor shall carry out the item of work as per clarifications given. In case of delay in getting such clarifications, the contractor will not be entitled for any claim on any account of idling of their labourers, machinery etc. In case the contractor carries out the work as per his own specifications not acceptable to the corporation in such cases, the same will be required to be redone as per the specifications given by the corporation at the contractor's risk and cost. In case of failure to re-do the work by the contractor, the corporation reserves the right to get it done through any other agency entirely at the risk and cost of the contractor.

20. Corporation's right:

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

21. Revisions:

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

22. Measurements:


All works shall be measured as per the procedure laid down in relevant BIS standards (latest edition)/ GCC and final payment shall be as per the measured quantities and not as per work order quantities.

23. Progress report of work:

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

24. Maintenance of instruction book;

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The contractor at site will maintain an instruction book serially numbered having one original and two copies of each page so that our visiting officers/ site engineers can issue instructions regarding progress and quality of work to the contractor. The contractor or the contractor's representative will sign in the instruction book in token of receipt of and understanding of such instruction. The original copy of the instruction page shall be sent too the concerned engineer and second copy will be retained by the issuing person and the third copy shall be retained by the contractor.

25. Submission of bills:

The bills will be submitted in corporation's measurement/ bills proforma only.

26. Cancellation of order:

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

27. Abandonment of work:

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


28. Price adjustment for delay in completion:

If the contractor does not complete the work within prescribed time limit given in the work order, price adjustment for delay in completion shall be made as per clause 4.4.0.0, section 4 of GCC. This will be in addition to and without prejudice to the other rights available to the Corporation under the said GCC.

29. Disposal of surplus materials:

Contractor shall dispose off all surplus excavated materials/ earth available or any other item involving excavation in the following manner and as per the instruction of the site engineer.

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- a. Uniformly spreading the excavated materials/ earth within the premises, wherever required and rolling with light roller.
- b. Dispose of the surplus earth from the premises to outside the municipal limits or as permitted by the local authorities irrespective of load and mode of transportation involved.
- c. Written instruction should be obtained from site engineer about disposal of excavated material/ earth before commencement of excavation at site. No extra cost shall be payable for re handling of the same. If the earth is disposed off outside our site, the contractor shall be responsible to obtain permission from the concerned authority, if any.
- d. Clear the site by removing debris/ plants/ roots etc as per the instructions of the site engineer.

31. Corporation supplied materials:

The tanks,Pumps,Pipe Lines,Valves, equipments, and any other materials to be supplied by the corporation will be supplied anywhere within the COCO premises. The transporting/Shifting and handling of the same to actual location of installation will be contractor's responsibility for which no extra payment will be made. Any damage caused to our equipment/ property while handling and installing the will have to be made good by the contractor at his risk and cost.


32. Works in operating terminals, Installations, depots/ROs.

If the work is required to be performed in the working terminals, depots, installations, under such circumstances, the progress of work is likely to be interrupted on account of the operations of the depot/ terminal/ RO/ consumer outlet etc. The work may at certain times have to be stopped on the instructions of our site representative. Under such circumstances, the contractor should co-operate with corporation to avoid hindrance to the operations of the depot/ terminal/ installation. The working hours will be adjusted as per the corporation's representative, from time to time. Rules and regulations of the depot/ installation/ terminal shall be strictly followed by the contractor and all necessary day to day work permits/gate pass for men and material for execution of work shall be obtained by the contractor. The stoppage of work due to any reasons mentioned above shall not entitle the contractor for any claim of compensation whatsoever for idling of his labour/machinery etc during such interruptions.

33. Works by other contractors:

Along with works covered under this tender, tank fabrication/ erection works, civil

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works etc may be carried out simultaneously by other contractors. The successful tenderer should extend full co-operation to the contractors and the works should be carried out in such a way as not to affect the progress of works. Any damage caused should be rectified by the representative contractor at his own risk and cost.

34. Damage to existing facilities:

Any damage caused to existing facilities while carrying out the work shall be made good by the contractor to our entire satisfaction at his own risk and cost. During execution of work if it is found necessary to dismantle a portion of existing bund wall, enclosure wall in the tank farm to facilitate the movement of materials and equipment, the same shall be made good at the contractor's own cost after completion of work.

35. Statutory rules and regulations:

The contractor will abide by the rules, regulations, byelaws and statutes etc. imposed by the government/ semi government and other local authorities for execution of this job.

36. Employment of apprentices:

The contractor shall during the currency of contract when called upon by the engineer-in-charge, engage and also ensure engagement by sub-contractors and others employed by the contractor in connection with the works, such number of apprentices in the categories mentioned in the act and for such periods as may be required by the engineer-in-charge. The contractor shall train them as required under apprentices act 1961 and the rules made there-under and shall be responsible for all obligations of the employer under the said act including the liability to make payment to apprentices, as required under the said act.

37. Omissions/ deletions:


Any omission/ deletion noticed in the terms without the prior approval of the corporation, shall result in rejection of the contractor's claim for payment of these items.

38. Completion of contract:

Acceptance of a facility(s) by the corporation does not constitute final completion of the contract. The contract shall be deemed to be executed in full and final measurement certified only when the contractor has fully discharged all obligations in terms of all contract documents.

39. Safety of corporation supplied materials:

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Once the steel plates, valves, pumps, pipelines and other corporation supplied items / materials are handed over to the contractor, the safety of the same is the contractor's responsibility.

40. Security of contractor's materials:

Corporation shall not be responsible for security of contractor's materials/ equipment.

Observation of rules:

In case the contract works is to be done within the terminal/ depot/ installation/ AFSs, the contractor shall have to observe all local rules for safety/ security/ gate passes etc as advised by the location-in-charge/ site engineer. The successful tenderer shall obtain Character & Antecedents (C & A) verifications for workers and supervisors deployed at site from Police Department/Competent Authority and submit to location-incharge/site engineer.

41. Storage space:

No covered space shall be released for storage/ stacking of contractor's materials. The contractor shall make his own arrangement for the same.

42. Submission of declaration:


The contractor shall submit declarations A, B, C and D as applicable (attached herewith) while submitting the quotation, duly completed in all respects.

43. Safety:

Since works have to be carried out in petroleum storage and distribution establishment, the contractor should ensure that day to day operations, safety and security of the location are not affected in any way on account of the works being carried out. In case of any damage to our properties due to the negligence on the part of the contractor or their workmen, the contractor will be held responsible and price adjustment as assessed by the corporation would be recovered from them. When hot works are involved, the following safety precautions have to be strictly observed before commencement of works.

- a. All hot works operations should be carried out under the supervision of our representative and also under the supervision of responsible representative of the contractor.

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- b. All hot work operations should be undertaken only after issue of hot work permits by the location in charge on day to day basis.
- c. It should be ensured that the tanks, pipes, containers where the hot work is required are gas freed and properly checked to this effect with explosive meters.
- d. It should be ensured that the surrounding area is free from oil, rags, oil spillage and other sources of ignition and the area is cleaned/ sprinkled with sand or dry earth. It should also be ensured that metallic trays filled with DCP powder are kept for collecting the welding arc/ hot metal cutting.
- e. Hot work should commence only after positioning the portable fire extinguishers and sand/ dry powder in readiness at site and hydrant system made available at the nearest point.
- f. Match boxes, lighters etc used for hot work should be kept in the custody of the supervisor only.
- g. If hot work has to be carried out in a place close to storage tanks or any other facility under operation, it is necessary to provide screen wall made of steel sheets to segregate the area to prevent sparks traveling to the hazardous area.
- h. It should be ensured that no workmen carries match boxes or any other source of ignition with them while entering the premises or inside the premises. After the hot work operation of the day, the following precaution should be taken.
- i. Welding sets should be switched off and power mains disconnected. If the connection is taken from a temporary switch board the fuse carriers should be removed and handed over to the supervisor. Gas cylinder and the cutting sets should be properly closed and the equipment removed to a safe place. The site of work should be examined to ensure that it is free from hot splatters and any other source of ignition.

All the work men of the contractors should be moved out of the premises.

44. The tenderer is required to state whether he is a relative of any director of our corporation or the tenderer is a firm in which Director of our corporation or his relative is a partner or is any other partner of such a firm or alternatively the tenderer is a private company in which Director of our corporation is a member of director.

We confirm that our quotation has been prepared after thorough study of tender documents, site conditions, specifications, drawings, works contract, general terms and conditions of contract agreement, special terms and conditions, etc and agree to all conditions in toto.

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GENERAL TERMS AND CONDITIONS

GENERAL

Special Conditions of Contract shall be read in conjunction with the General Conditions of Contract and any other documents forming part of this Contract whenever the context so requires.

All sections of Contract documents and working drawings shall be complementary to each other: In case of ambiguities, discrepancies or contradictions between any two sections, generally the more stringent shall apply. However, corporation's decision shall be final and binding on the contractor for interpretation of same. Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, the provisions of the special Conditions of Contract shall be deemed to override the provisions of general Conditions of Contract only to the extent that such repugnancy or variance cannot be reconciled with the general Conditions of Contract and shall be to the extent of such repugnancy of variations prevail, it being understood that the provisions of general Conditions of Contract shall otherwise prevail. In technical matters, the details given in the drawings are superseded by details given in the technical specifications and preamble.

Statutory deductions


Statutory Deductions at source from the bills shall be made by the Corporation for

- a) Income tax and surcharge applicable thereon.
- b) Works Contract Tax
- c) Any Other Statutory /State Govt/ Central Govt Tax which has to be deducted while passing the Bill of the Contractor.

REJECTION OF TENDERS

Incomplete Tenders, Tenders received late (i.e. after due date and time), Tenders not conforming to the terms and conditions prescribed in the Tender documents, or submitted without the requisite Earnest Money Deposit (unless exempted under the terms of this Tender), Holiday listed / Black listed parties will be rejected. A tender is also liable for rejection if the Tenderer Stipulates the validity period less than what is stated in the Tender form Stipulates his own conditions. Fraudulent information furnished by tenderer/submission of forged/fictitious documents.

Seal and Signature of tenderer

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PROGRESS MEETINGS

During the progress of the work, progress /review meetings will be held at regular intervals in the Corporation's office. The Contractor shall be represented by a competent officer who shall be qualified to accept instructions and take decisions on behalf of the Contractor. The Contractors are required to advise the Corporation every month on the progress of works as per the standard format.

FORCE MAJEURE

The term "Force majeure" will be as per GCC clause no. 4.3.8.0.

SITE ORGANISATION & WORKING HOURS

Adequate technical man power and site organization should be provided by the Contractor during execution of the works. The Corporation reserves the right to ask for replacement/ enhancement in the site organization depending upon the progress of the work and Contractor shall agree to abide by them.

TYPOGRAPHICAL OR CLERICAL ERRORS:

The Corporation's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.


Secrecy Clause :

The Contractor shall not without the Corporation's prior written consent disclose any specification, plan drawing, pattern, sample or information furnished by or on behalf of Corporation in connection to a person other than a person employed by the contractor in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for the purpose of such performance. The Contractor will bind such employee to secrecy of information. The Contractor shall not make use of any document or information set out above or in this contract except for the purpose of performing the contract. The Contractor shall indemnify and make good any loss that may be sustained by the Corporation in the event of non-fulfillment of the above condition by the contractor in the event of non-fulfillment of the above condition by the Contractor.

THIRD PARTY INSPECTION AGENCY:

The Corporation may engage the services of third party inspection agency / consultant to carry out any stage/ final inspection or for supervising a part or whole of the works and as authorized representatives of the Corporation, the successful tenderer will be required to take instructions from them regarding all aspects of the work.

Seal and Signature of tenderer

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Site Visit by the Contractor:

14.0 The tenderer shall before tendering and shall be deemed before tendering to have undertaken a thorough study of the proposed work, the job site(s) involved, the site conditions, soil conditions, the terrain, the climatic conditions, the labour, power, material and equipment availability and Logistics, transport and communication facilities, the availability of land for right of way and temporary office and accommodations, quarters, and all other facts and facilities necessary or relevant for the formulation of the tender, supply of materials and the performance of the work.

Without prejudice to the foregoing, the tenderer may be allowed access to any information regarding the site of the work, (subject to availability) the investigations conducted relative thereto, such as soil investigation etc. But, these shall be only indicative in nature and the tenderer are expected to collect their own data for preparation and submission of their tender. Any claim at a later date based on either incorrectness or inadequacy of the information/data made available by the OWNER/tenderer to a tenderer shall not be entertained. The OWNER/tenderer shall be fully absolved of any and all liabilities in this regard.

Since the location is a licensed premises, handling petroleum products, where the safety is of Paramount importance; the Contractor needs to adhere to the working hours and work permit system of the Locations. No one from the Contractor's side will be allowed to stay at the location beyond working hours unless specific permit/permission is given.

Acceptance of Tenders:

The Corporation reserves the right to accept any tender in whole or in part and reject any or all tenders without assigning any reasons. The Corporation reserves the right to accept more tenders in part.

Contractor's Scope of Supply:


All materials consumables, testing appliances, tools and tackles, and all materials necessary for completing the work shall be supplied by the Contractor at their own cost. No claim/ delay on this account will be entertained by the Corporation.

Corporation reserves the right in selection of best makes of materials to be procured by the contractors & contractor shall procure the same only up on the approval by site in charge. List of approved makes for different materials is enclosed with the tender. Make of material to be used at site should conform to the list of approved makes.

Labour Agreement:

The Contractors who are working in the establishments through Contract Labour shall be fully responsible for observance of all rules and regulations as per the Contract Labour (Regulation and Abolition) Act 1971 (Central) and obtain a licence from the Assistant Labour Commissioner concerned and produce the same to IOCL. In this connection, tenderers shall abide by all the conditions of Appendix II and I enclosed with the GCC. The Principal Employer certificate shall be given on written

Seal and Signature of tenderer

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request from contractor by IOCL.


Dismissal of Contractor's Employees:

The Contractor shall on the request of the PMC / IOCL immediately dismiss from the works any person employed there on who may, in the opinion of the PMC / IOCL, be un suitable or incompetent or un cooperative or who may misconduct himself and such person shall not again be employed or allowed on the works without the permission of the PMC / Owner. Such discharges / dismissal shall not be the basis of any claim or compensation or damages against the IOCL / PMC or any of their officers or employees. The decision of PMC / IOCL shall be final and binding on the Contractor. The dismissed person shall be replaced by a person acceptable to PMC / IOCL.

No due Undertaking from Sub-Contractor :

In case sub contractors are engaged by the successful tenderer with prior permission from IOCL on award of works, it will be mandatory on part of the main contractor to furnish a NO DUE UNDERTAKING from the sub contractor (on their letter heads) to IOCL before final payments are cleared by the Corporation.

Seal and Signature of tenderer

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PAYMENT SCHEDULE

SN.	DESCRIPTION	% PAYMENT
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For any Item of BOQ Maximum of 90 % payment shall be released in Running Bills

Balance 10% payment shall be released in Final Bill after completion of the entire work as per Contractual Terms and Conditions and Handing Over of the Facilities.

Seal and Signature of tenderer

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UNDERTAKING FROM TENDERERS ON PROVISIONS OF PENAL ACTION 

To,

Indian Oil Corporation Limited
(Marketing Division)

Dear Sirs :

Subject : UNDERTAKING ON PROVISIONS FOR PENAL ACTION

We confirm that we have fully understood the provisions of penal action for canvassing of information or submission of forged or false documents / information with the tender documents as also given in the Form of Contract cum General Conditions of Contract.

In addition to the Terms and Conditions of the Form of Contract cum General Conditions of Contract, we also understood and confirm that in case of Forgery / Fraud, the Earnest Money Deposit submitted by us is liable to be forfeited, in addition to other penal actions.

Signature	
Name	
Designation	
Seal	
Date	


PAYMENT TO VENDORS THROUGH ELECTRONIC MODE 

We are in the process of introducing new payment system to our Vendors through Electronic Modes such as EFT, RTGS etc. 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:-

1. **Consent Letter of your firm as per the format enclosed.**
2. **Please Attach a blank cancelled cheque or photocopy of a cheque issued by your bank relating to your above account for verifying the accuracy of the 9 digit code number. Please obtain the IFSC Code from your Bankers and specify accurately.**

Seal and Signature of tenderer

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Seal and Signature of tenderer

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FORMAT FOR GIVING CONSENT AND BANK DETAILS (ON VENDOR'S LETTER HEAD)

Ref.	Date:
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To
The Chief Engineering Manager
Indian Oil Corporation Limited
Marketing Division, Madhya Pradesh State Office
Engineering Department, Indian Oil Bhavan, 16 Arera Hills
Jail Road, Bhopal 462 011

Dear Sir:

Subject: PAYMENT TO VENDORS THROUGH ELECTRONIC MODE.

With reference to your letter, we hereby agree to accept the payment of our bills through EFT/RTGS/INTERNET. The desired Bank Account details are given below:-


SNO	DESCRIPTION	DETAILS
1	Beneficiary Name	
1.1	PAN NUMBER	
2	Name of the Bank (to which payments should be sent)	
3	Branch Name	
4	Address of the Branch	
5	STD Code and Telephone Number of the Branch	
6	Branch Code	
7	9 Digit Code Number of Bank and Branch as appearing the MICR Cheque (Copy of a Cancelled Cheque must be enclosed)	
8	Bank Account Number (as appearing on the Cheque Book)	
9	Account Type (SB/CA/CC)	
10	Branch IFSC Code (Applicable only for RTGS payments)	

Please attach a blank cancelled cheque issued by your bank relating to your above account for verifying the accuracy of the 9 digit code number.

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

Signature of Account Holder with Rubber Stamp &
Encl. One Cancelled Cheque.

Seal and Signature of tenderer

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PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING 

**(FORMAT TO BE TYPED ON TENDERER'S LETTER HEAD AND SUBMITTED ALONG WITH
TECHICAL BID DOCUMENTS WITH SIGNATURE AND STAMP)**

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 Managing Partner nor any company in which I am a Promoter or a Director or having controlling stake with minimum 26% share holding have been placed on black list or holiday list declared by Indian Oil Corporation Limited, or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:-

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

In the case of a Partnership firm : -

We hereby declare that neither we, M/s _____ submitting the accompanying Bid / Tender nor any partner involved in the management of the said firm either in his individual capacity or as Proprietor or Managing Partner of any firm or concern or as a promoter or director or having controlling stake with minimum 26% share holding of any company have or has been placed on blacklist or holiday list declared by Indian Oil Corporation Limited, or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:-

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


In the case of Company : -

We hereby declare that we have not been placed on any holiday list or black list declared by Indian Oil Corporation Limited, or its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), except as indicated below:-

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

Signature	
Name	
Designation	
Seal	
Date	

Seal and Signature of tenderer

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UNDERTAKING FROM TENDERERS FOR HAVING READ AND UNDERSTOOD THE SPECIFICATIONS, DOS AND DONTs & SAFETY PRACTICE TO BE FOLLOWED AT CONSTRUCTION SITE, QUALITY ASSURANCE PLAN & FORM OF CONTRACT CUM GENERAL CONDITIONS OF CONTRACT ETC.

To,

Indian Oil Corporation Limited
(Marketing Division)

Dear Sirs:


SUBJECT: UNDERTAKING FROM TENDERERS FOR HAVING READ AND UNDERSTOOD THE SPECIFICATIONS, DOS AND DONTs & SAFETY PRACTICE TO BE FOLLOWED AT CONSTRUCTION SITE, QUALITY ASSURANCE PLAN & FORM OF CONTRACT CUM GENERAL CONDITIONS OF CONTRACT ETC.

This is to confirm that we have fully read the soft copy of documents including tender document, specifications for civil works and other associated works, do's and don'ts & safety practices, GCC, QAP, approved vendor list, pour card, and drawings.

We confirm that we have fully understood all the documents and annexes and have quoted our rates after having fully understood the above.

Signature	
Name	
Designation	
Seal	
Date	

Seal and Signature of tenderer

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DECLARATION 'A' 

We declare that we have complied with and not violated the following Clause under Declaration "A":-

"The Contractors shall not be permitted to tender for work in the Corporation in which any of their near relatives is an officer responsible for award and execution of the contract. They shall also intimate the names of persons, who are working with them in any capacity or are subsequently employed by them and who are near relatives of any officer of the Corporation or in the State or Central Government. Any violation of this condition which comes to the notice of the Corporation, after the contract is awarded will entitle the Corporation to treat the Contractors as having committed a breach of the Contract within the meaning of Section 7 (Page No.66) of Form of Contract cum General Conditions of Contract and to exercise all the rights and remedies available to the Corporation account thereof".

Date :	Tenderer Signature
Place :	Seal

Seal and Signature of tenderer

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DECLARATION 'B' 

We Declare that we do not have any employee who is related to any employees of the Corporation / Central / State Government.

We have the following employees working with us who are near relatives of the Corporation / Central / State Government.

Name of the employee
of the Contractor

Name & Designation of the Corporation
/ Central / State Government


1.	
2.	
3.	
4.	

Date:

Place:

Signature & Seal

Seal and Signature of tenderer

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DECLARATION 'C'

The tenderer is required to state whether he is relative of any Director of our Corporation or the tenderer is a firm in which any Director of our Corporation or his relative is a partner or is any other partners of such a firm or alternatively the tenderer is a private company in which Director of our Corporation is a member or Director.

- 1) Name of Contractor/and his relating with the Director in our Corporation

- 2) Name of the Director of the Corporation who is related to the Contractor/Firm

- 3) Name of the Director of the Corporation who is a Member or a Director of the Firm/Contractor

Date:

Signature & Seal of Contractor


Place:

N.B.:

- 1) A separate sheet may be attached, if the above is not sufficient

- 2) Strike out whichever is not applicable. If the Contractor employs any person subsequently to signing the above declaration and the employees so appointed happens to be near relative of an employee of the Corporation/Central State Government, the contractor should submit another declaration furnishing the names of such employee/s who is/are related to the employee/s of the Corporation / Central / State Government.

Seal and Signature of tenderer

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DECLARATION `D`

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

1. Name of the person :
2. Last post held in IOC :
3. Date of retirement :
4. Date of employment in firm :

DATE :

PLACE :

TENDERER'S SIGNATURES

SEAL

Seal and Signature of tenderer