

INDIAN OIL CORPORATION LIMITED



TENDER DOCUMENT


FOR

**SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF
SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING
RAW MATERIALS FOR SIX MONTHS AT NOMINATED
LOCATIONS IN CHITRAKOOT, UTTAR PRADESH**

Tender No.: PBD/AESD/2018-19/PT-05

PART I (TECHNICAL BID)

**ALTERNATE ENERGY & SUSTAINABLE DEVELOPMENT DEPARTMENT
INDIAN OIL CORPORATION LTD.
CORE-6, 5th FLOOR, SCOPE COMPLEX,
LODHI ROAD, NEW DELHI – 110003**


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|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH |

MASTER INDEX

Name of Job: **SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH.**

Tender No.: **PBD/AESD/2018-19/PT-05**


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CHAPTER- 1


SPECIAL INSTRUCTIONS TO BIDDERS FOR PARTICIPATION IN E-TENDERING

(Attached separate to this Tender Document, in the e-Tendering Portal)

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CHAPTER- 2

NOTICE INVITING TENDER (NIT)

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NOTICE INVITING TENDER

SUB: SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH

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1. IOCL intends to select and appoint suitable Vendor through competitive bidding in Two-Bid system (i.e. PART-I: **Technical Bid** and PART-II: **Price Bid**) for the brief Scope of Work mentioned hereinafter. The tender evaluation shall be undertaken on the basis of the Bidder Qualification Criteria as mentioned in this Chapter.
2. IOCL intends to provide five numbers of Sanitary Napkins Manufacturing Machines for enabling the efforts towards the menstrual hygiene in Chitrakoot district, Uttar Pradesh. There are various Self help Groups (SHGs) functioning within the district which shall be provided with the Sanitary Napkin manufacturing machines and SHG members shall be provided training to operate these machines for successfully manufacturing the sanitary napkins.
3. **Brief Scope of work**
 - 3.1. Supply, Installation, Commissioning of Five Number of Sanitary Napkins Manufacturing Machines including Raw Material for Six months and training of SHGs members for operating machines at following five Nominated Locations in Chitrakoot, Uttar Pradesh.

| S. No. | Name of SHG | Location of SHG | Number of Sanitary Machines |
|---------------|---------------------|--|------------------------------------|
| 1 | Kiran SHG | Chhilli Rakas Banger, Block Panchayat-Pahari, Chitrakoot | 1 |
| 2 | Bajrangbali SHG | Chhilli Rakas Banger, Block Panchayat-Pahari, Chitrakoot | 1 |
| 3 | Durga SHG | Chhilli Rakas Banger, Block Panchayat-Pahari, Chitrakoot | 1 |
| 4 | Radha SHG | Chhilli Rakas Banger, Block Panchayat-Pahari, Chitrakoot | 1 |
| 5 | Kranti SHG | Chhilli Rakas Banger, Block Panchayat-Pahari, Chitrakoot | 1 |
| | TOTAL NUMBER | | 5 |


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3.2. Detailed Scope of work is mentioned in Chapter 5: Scope of Work (SOW) of this Tender.


4. IndianOil has initiated e-tendering for procurement of works and services through its website <https://iocletenders.nic.in>. Bidder is requested to obtain Class-3 Digital Signature Certificate (DSC) from any authorized certifying agency and register itself with IndianOil on this website using the DSC. Detailed instructions are available on the website. Electronic bid is to be submitted through the website under **Two Bid** system, (**Part-I is Technical Bid & Part-II is Price Bid**) for the subject work.

5. **SALIENT POINTS OF THE TENDER ARE AS BELOW:**


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|------|-----------------------------|---|
| 5.1. | TENDER NO. | PBD/AESD/2018-19/PT-05 |
| 5.2. | TYPE OF BID | DOMESTIC BIDDING Two Bid System (Technical Bid & Price Bid) <i>(Only the technically qualified bids shall be eligible for opening of Price bid.)</i> |
| 5.3. | NAME OF WORK | Supply, Installation, Commissioning of Five Number of Sanitary Napkins Manufacturing Machines including Raw Material for Six Months at Nominated Locations In Chittrakoot, Uttar Pradesh. |
| 5.4. | TYPE OF TENDER | Public Tender |
| 5.5. | TENDER FEE | <u>NIL</u> . Bidders are required to download the tender documents free of cost from IOCL e-tender website (https://iocletenders.nic.in) |
| 5.6. | DOWNLOAD OF TENDER DOCUMENT | Tender Document can be downloaded from following website: https://iocletenders.nic.in |
| 5.7. | BID VALIDITY | 120 Days from the last due date of submission of bids as per NIT. |
| 5.8. | EARNEST MONEY DEPOSIT (EMD) | Rs. 31,000/- (Rs. Thirty One Thousand only) <u>Tender received without EMD shall be summarily rejected.</u> <i>Mode of submission of EMD is defined in Clause 4.10 of Chapter 3</i> |

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| | | <i>of this tender.</i> | |
| 5.9. | COMPLETION PERIOD / TIME SCHEDULE | Supply, Installation, Testing & Commissioning including Training of SHG members to operate the Semi-Automatic Sanitary Napkin Manufacturing Machine for item no. '1' of BoQ. | 4 (Four) months from the date of Commencement of Work which shall be taken as the 15 th day from the award of work or actual date of commencement of work, whichever is earlier. Material required during testing, commissioning and training of SHG members is included in item no. '1' of BoQ. |
| | | Supply of Raw Material required for Semi-Automatic Sanitary Napkin Machine for item no. '2' of BoQ. | 6 (Six) months – To be provided on monthly basis for a total period of six months after the commissioning of the machines and training of the SHG members i.e. after the completion of the Work in all respect for item no. '2' of BoQ. |
| 5.10. | TENDER DOWNLOAD PERIOD | 12.03.2019 (18:15 hrs) to 26.03.2019 (18:15 hrs) | |
| 5.11. | DATE OF PRE-BID MEETING | 19.03.2019 at 11:00 hrs (Address:- Indian Oil Corporation Limited, Scope Complex, Core 6, 5th Floor, Room No. 538, Lodhi Road, 7 Institutional Area, New Delhi-110003) | |
| 5.12. | LAST DATE OF SUBMISSION / UPLOAD OF BIDS | 26.03.2019 up to 18:15 Hrs | |
| 5.13. | DATE OF OPENING OF TECHNICAL BIDS | 28.03.2019 at 10:00 Hrs | |
| 5.14. | BIDDER QUALIFICATION | The intending Tenderers / Bidders intending to participate in this Tender shall mandatorily fulfil the Bidder Qualification | |

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| | CRITERIA (BQC) | Criteria as per Clause-6 of this Chapter-2: NIT. Bidder shall furnish proof of their pre-qualification and experience along with the Part-I (Technical Bid) to be assessed. Only Technically qualified Bidders shall be entitled for opening of the Price Bid. |
| 5.15. | MODE OF BID SUBMISSION | Bids must be uploaded on e-tender website www.iocletenders.nic.in , in the manner specified in ‘Special Instructions to bidders for participating in e-tender’ attached separately in this tender, before the last date & time of submission of tender. Bids submitted using any other mode will not be accepted. |
| 5.16. | OTHER DOCUMENTS REQUIRED TO BE SUBMITTED ALONG WITH TECHNICAL BID OF THE TENDER. <i>(All the document copies submitted along with the technical bid have to be verified with original documents at the time of document verification during technical evaluation of the tender.)</i> | 5.16.1. Certificate of Incorporation, if applicable. 5.16.2. Memorandum & Articles of Association for the Company, if applicable. 5.16.3. Copy of PF Code Allotment letter / PF registration. 5.16.4. Copy of Independent ESI Code or undertaking for Independent ESI code 5.16.5. Assessment Order or copy of Income Tax Returns (duly acknowledged by Income Tax Department) for last three (3) financial years. 5.16.6. Power of Attorney in favour of person authorized to submit the bid. 5.16.7. Copy of PAN card 5.16.8. Copy of Certificate of Incorporation / Partnership Deed / Proprietorship Affidavit 5.16.9. Copy of GST Registration 5.16.10. Undertaking by Bidder as per Format for Acceptance of Tender Terms and Conditions 5.16.11. Declarations for “Holiday Listing”. |

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| 5.17. | TENDER INVITING AUTHORITY | Deputy General Manager (Alternate Energy), Indian Oil Corporation Ltd., Room No. - 538, 5 th Floor, Core-6, Scope Complex, Lodhi Road, New Delhi-110003 Tel.: 011-71726004 ; 011-24360282 E-mail: bijaykumar1@indianoil.in |
| 5.18. | NAMES OF INDEPENDENT EXTERNAL MONITORS (IEMs) | Details of IEMs are available in URL: https://www.iocl.com/Talktous/IntPact.aspx |
| 5.19. | PREFERENCE TO MSME | No Price preference is given to MSME parties in the price bid. This means that MSME parties shall be treated equally with other parties while evaluating “PRICE BID” of the tender. However, as per Govt. policies, registered MSME parties are exempted from submitting EMD provided they upload proof of MSME registration in the “TECHNICAL BID” of the tender. PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT): No Purchase / Price preference will be given. |

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6. BIDDER QUALIFICATION CRITERIA

6.1. Tenderers / Bidders intending to participate in this Tender shall mandatorily fulfil the following Techno-Commercial Criteria or Bidder Qualification Criteria – BQC, as per this Clause, to be selected for Price Bid Opening:

| S. No. | Qualifying Parameters | Documents to be submitted by Bidder along with Technical Bid, in support of Qualifying Parameters |
|--------|---|---|
| 1. | TECHNICAL PARAMETERS | |
| 1.1 | <p>Bidder should have executed <u>Similar Work*</u>, as main or sub-vendor, during any of the last five years (i.e. from 28.02.2014 to 28.02.2019), as per following:</p> <p>i. Three similar completed works* each costing not less than Rs. 9,21,480/- (Rupees Nine Lakhs and Twenty One Thousand Four Hundred and Eighty only), inclusive of taxes,</p> <p style="text-align: center;">OR</p> <p>ii. Two similar completed works* each costing not less than Rs. 12,28,640/- (Rupees Twelve Lakhs and Twenty Eight Thousand Six Hundred and Forty only), inclusive of taxes,</p> <p style="text-align: center;">OR</p> <p>iii. One similar completed work* costing not less than Rs.</p> | <ul style="list-style-type: none"> • For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the criteria of order execution: <ul style="list-style-type: none"> i. Copy of work order with completion certificate by the Client with completed order value / completed nos. (OR) ii. Work Order copy along with complete Invoice(s) with client certification that supplies against the invoices have been executed. (OR) iii. Where IndianOil is a client, Contract / Work order copy. Completed order value / completed nos. shall be verified from internal records and the same shall be binding on the bidders. <p><u>NOTE:</u></p> <ul style="list-style-type: none"> – In case Work Orders from private parties, additionally Certificate from CA certifying value of work done with TDS certificates (where applicable) / bank statement shall be uploaded. – In case of foreign currency transactions to Indian firms, proof of remittance shall also be required. – Experience of only the bidding entity shall be |

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| S. No. | Qualifying Parameters | Documents to be submitted by Bidder along with Technical Bid, in support of Qualifying Parameters |
|---------------|--|--|
| | <p>15,35,800/- (Rupees Fifteen Lakhs Thirty Five Thousand and Eight Hundred only), inclusive of taxes.</p> <p>Note:</p> <p>– *<u>Similar Work</u> is defined as:</p> <p><u>“Supply and Installation of Sanitary Napkin Machine”</u></p> | <p><i>considered. In-house work experience (where for the past experience referred for qualification, the Bidder and the Owner belong to the same Organisation) shall not be considered as valid experience for the purpose of qualification</i></p> <p>– <i>The prices provided in the above mentioned documents shall be exclusive of taxes and the tax amount shall be separately mentioned. In case, lumpsum amount, inclusive of taxes is provided, IndianOil shall calculate the value of work by reducing the applicable tax amount for such Works.</i></p> |
| 2 | COMMERCIAL PARAMETERS | |
| 2.1 | <p>The Annual Turnover of the Bidder during any of the preceding three (3) Financial years (as per audited balance sheet of the bidder) ending on 31/03/2018 (i.e. 2015-16, 2016-17 & 2017-18) should be at least Rs. 18,43,000/- (Rupees Eighteen Lakhs Forty Three Thousand only)</p> | <p>Copy of Audited BALANCE SHEET including P&L statement / Published Account / PROFIT & LOSS account statements of the preceding three financial years / calendar year as 2014-15, 2015-16 & 2017-18.</p> <p><u>NOTE:</u></p> <p>– <i>Provisional Balance Sheet and P&L account statement will not be considered for evaluation, even if the same is uploaded.</i></p> <p>– <i>In the case where subsidiaries or group companies are not required to publish their financial report, the bidder has to submit the annual report of its parent company.</i></p> <p><i>Turnover for this purpose should be as per audited Balance Sheet of the tenderer. However, if the tenderer is not required to get its accounts audited under Section 44AB of The Income Tax Act, 1961, certificate from a Practicing Chartered Accountant towards the turnover of the tenderer along with copies of its Income Tax</i></p> |

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| S. No. | Qualifying Parameters | Documents to be submitted by Bidder along with Technical Bid, in support of Qualifying Parameters |
|---------------|------------------------------|---|
| | | <p><i>Return should be obtained.</i></p> <p>– <i>Total Revenue as per Schedule III of Companies Act, 2013 (Earlier revised Schedule VI of Companies Act, 1956) shall be considered as Turnover. Audited Balance Sheet / Published accounts on a calendar year basis shall also be acceptable. (The balance sheet copy MUST bear the Registration Number of the authorized Chartered Accountant and its SEAL. This is not applicable for published annual reports)</i></p> |

6.2. Selection Criteria

- 6.2.1. The Bidder who has quoted the overall lowest rate (L-1) in the Price Bid shall be selected for Award of Work.
- 6.2.2. The Price Bid of only those Bidders shall be opened who have been found to be technically qualified as per the ‘Technical Criteria’ in clause 6.1. above.

6.3. Documents to be submitted against ‘Other Requirements (Clause-5.16 of this Chapter)’

- 6.3.1. PF Code Allotment letter / PF registration
- 6.3.2. ESI Code
Independent ESI Code or undertaking for Independent ESI code.
- 6.3.3. Income Tax Returns
Assessment Order or copy of Income Tax Returns (duly acknowledged by Income Tax Department) for last three financial years.
- 6.3.4. PAN Card
Copy of PAN card
- 6.3.5. GST Registration

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Copy of GST Registration

6.3.6. Partnership Deed

Copy of Partnership Deed – The Deed should be registered with Registrar of Firms or Certificate of Incorporation with Memorandum and Articles of Association (as applicable for partnership firms and companies)

6.3.7. Power of Attorney (POA)


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

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| In case of Proprietary Concern | <ul style="list-style-type: none"> – If the bid is submitted by the proprietor, no POA required. However, he will upload undertaking certifying that he is sole proprietor. – If the bid is submitted by person other than proprietor, POA authorising the person to submit bid on behalf of the concern. |
| In case of Company | <ul style="list-style-type: none"> – Certified copy of Board Resolution authorising the person submitting the bid on behalf of the company. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> – POA and supporting Board Resolution authorising the person submitting Bid on behalf of the company. |
| In case of Partnership Firm / LLP | <ul style="list-style-type: none"> – POA along with Deed of Partnership / LLP Agreement. |
| In case of Co-Operative Society | <ul style="list-style-type: none"> – Copy of resolution passed as per Society Rules. |

7. BRIEF TERMS & CONDITIONS


Bidder to note the followings before bidding:

7.1. The subject tender is an e-tender & can be downloaded from IOCL website,

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<https://iocletenders.nic.in> Tender Document will not be issued in person or sent by post. Bidder is mandated to get enrolled on e-Tendering portal (<https://iocletenders.nic.in>). Bidders shall not have to pay cost of bidding document.


- 7.2. Bidder is advised to read the instructions for e-tendering from the website <https://iocletenders.nic.in>. The Help Documentation placed at Home Page provides necessary guidance to bidder for using the e-Tendering site. A user id will be issued to bidder by e-Procurement administrator for participation in e-tendering.
- 7.3. The Tenderer shall furnish all necessary documents for the bidding entity along with their offer.
- 7.4. Any bidder who has downloaded the tender document from IOCL website shall not construe the same as his qualification for the tendered work.
- 7.5. Bidder shall download the Bidding Document in his own name and submit the bid directly. The Bidding Document is non-transferable.
- 7.6. IOCL shall not be responsible for any expense incurred by bidders in connection with the preparation & delivery of their bids, site visit and other expenses incurred during bidding process
- 7.7. IOCL reserves the right to assess bidder's capability and capacity to execute the work using in-house information and by taking into account other aspects such as concurrent commitments and past performance.
- 7.8. Bidder submitting his bid should not be under liquidation, court receivership or similar proceedings.
- 7.9. Fax/ E-mail / Hard Copy of bids shall not be accepted.
- 7.10. IOCL reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case no bidder / intending bidder shall have any claim arising out of such action.
- 7.11. At any time prior to the deadline for submission of bids, IOCL may for any reason, whether at its own initiative or in response to a clarification requested by a bidder, modify the NIT by amendment.
- 7.12. The amendment will be notified through e-Tender portal to all bidders who have downloaded the Tender Document and will be binding on them.
- 7.13. In order to extend reasonable time to bidders for considering amendments while preparing

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their bids, IOCL may, at its discretion, extend the deadline for the submission of bids.


- 7.14. In exceptional circumstances, IOCL may solicit the bidder's consent to an extension of the period of validity of bid. The request and the response there to shall be made by Fax / e-mail/ e-Tender portal. The bidder, extending the validity of the bid, will not be permitted to modify the bid.
- 7.15. After opening of bids, to assist in the examination, evaluation and comparison of bids, IOCL may, at its discretion, ask the bidder for a clarification on its bid. The request for such clarification and the response shall be in writing through e-Tender portal only.
- 7.16. IOCL reserves the right of annulment of tender without assigning any reasons whatsoever.
- 7.17. Consultants or their subsidiary company or companies under the management of consultant, are not eligible to quote for the execution of the same job for which they are working as consultant.
- 7.18. Vendor shall raise all the bills in the name of IOCL, specific to location or State/Head Office as mentioned in the Letter of Award (LoA) and/or Contract Agreement.
- 7.19. Any legal dispute shall be within the jurisdiction of court at DELHI.

On behalf of Indian Oil Corporation Ltd.
Deputy General Manager (Alternate Energy),
Indian Oil Corporation Ltd.
Scope Complex, Core-6, 5th Floor,
7, Institutional Area, Lodhi Road,
New Delhi-110003

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CHAPTER - 3

INSTRUCTIONS TO BIDDERS (ITB)

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1. GENERAL

1.1. SCOPE OF BID

In connection with the Chapter-2: Notice Inviting Tender, IOCL invites e-Bid(s), under two bid system, for the scope covered under the Bidding Document (hereinafter for the purpose of these instructions collectively referred to as the “WORKS” as specified in Chapter-5 of this Tender).

1.2. BIDDING CRITERIA :

- 1.2.1. Each tenderer can submit only one bid.
- 1.2.2. The Tender Document is not transferable.
- 1.2.3. Bid of the party will also be liable for rejection on the following grounds:
 - a) If Bid is not submitted online.
 - b) If Bidder does not meet the Bidder Qualification Criteria (as per Chapter-2: NIT of this tender).
 - c) If Bidder has not submitted required EMD with the tender.
 - d) If Bidder has failed to submit required documents in support of Bidder Qualification Criteria (as per Chapter-2: NIT of this tender) and other mandatory documents as per this tender despite of giving one opportunity to submit the required qualifying documents.
 - e) Non-withdrawal of conditions imposed in submitted bid & conditions imposed during negotiations.
 - f) If a Bidder does not submit complete Price Bid, quoting rates clearly in all line items.
 - g) If a Bidder offers unsolicited reduction in the price offer whether before or after the opening of the price part of the tender(s) / bid(s), his/its/their Bid is liable to be rejected. Bidders may, however, at any stage offer a reduction if such reduction is solicited or if the OWNER gives the Bidder an opportunity to offer such reduction.
 - h) If a Bidder stipulates the validity period less than what is stated in the NIT / stipulates own conditions.
 - i) If a Bidder does not disclose the constitution of the firm with the full names and addresses of all his partners/directors.

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- j) If Bidder has submitted fabricated / false / forged documents for the tender.
- k) If Bidder is on holiday list or put on holiday list during the pendency of this tender.
- l) If the Bidder(s) undertake any sort of canvassing of this tender.

1.3. CARTEL FORMATION


- 1.3.1. In case any Bidder is found to be involved in cartel formation, his bid will not be considered for evaluation/ placement of order. Such Bidder will also be debarred from bidding in future.

1.4. ELIGIBLE BIDDERS

- 1.4.1. A Bidder may be a firm or a company, who intends to submit Bid in response to this Notice Inviting Tender (NIT) issued on our e-tender portal <https://iocletenders.nic.in/>.
- 1.4.2. A Bidder who is on Blacklist / Holiday List declared by Indian Oil Corporation Limited or by any department of any Government (State, Provincial, Federal or Central) or by any Public Sector Organization in India or in any other country, or if there is any pending inquiry on the Bidder by Indian Oil Corporation Ltd. or any Department of Government or by any Public Sector Organization in India or in any other country, in respect of any corrupt or fraudulent practice(s) on due date of submission of bid / during the process of evaluation of the bids, the offers of such Bidders shall not be considered for bid opening / evaluation / award.

2. SITE VISIT

- 2.1. Bidder shall satisfy himself of the site conditions and shall apprise himself of the procedure for engagement of agencies/labour and shall collect other relevant information that may be required before submitting the bid. Claims and objections due to ignorance of site condition will not be considered after submission of the bid.
- 2.2. Bidder shall fully acquaint himself as to all conditions and matters, which may in any way affect the work or the cost of thereof. The bidder shall be deemed to have him independently obtained all necessary information for the purpose of preparing the bid and his bid as accepted shall be deemed to have taken into account all contingencies as may arise due to such information or lack of the same.
- 2.3. Bidder shall be deemed to have visited and carefully examine the site and surroundings to have satisfied himself about the nature of all existing facilities, infrastructure available for transport and communications and the access to the site for installation and

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commissioning of Smart Classrooms at the designated school locations.

- 2.4. Bidder is deemed to have acquainted himself of government taxes, laws structure, regulations, levies and other charges relating to the tendered work at site.
- 2.5. Any neglect or omission or failure on the part of the bidder in obtaining reliable information upon the forgoing or any other matter affecting the bid shall not relieve him from any risks or liabilities or the entire responsibility for completion of the work in accordance with the bid.
- 2.6. Contact person for site visit and handing over of the machine to SHGs in the nominated locations and certify the work:

**DMMU, Uttar Pradesh State Rural Livelihoods Mission (UPSRLM)
District Magistrate Office,
District Chitrakoot,
Uttar Pradesh**

3. CONTENTS OF TENDER DOCUMENT


3.1. PRICE OF TENDER DOCUMENT

- 3.1.1. Tender fee is NIL and can be downloaded from IndianOil's e-tendering portal (<https://iocletenders.nic.in/>), free of cost, by following the instructions given in Chapter-1 to this Tender.


3.2. BIDDING DOCUMENT

- 3.2.1. The Bidding Document shall in general consist of the following and should be read in conjunction with any amendment issued in accordance with ITB Clause no. 2.4.

- Special Instruction to Bidders about e-Tender
- Notice Inviting Tender (NIT)
- Instructions to Bidders (ITB)
- Special Conditions of Contract (SCC)
- Scope of Work (SOW)
- General Conditions of Contract (GCC)
- Annexure
- Price Part (BOQ) – to be quoted in excel sheet only and then uploaded in e-tendering website
- Addendum / Addenda to Tender Documents

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- 3.2.2. Although all the details presented in this Bidding Document have been compiled with reasonable care, the bidder is expected to examine the Bidding Document, including all instructions, forms, terms, specifications and drawings in the Bidding Document and it includes all the documents as per Table of Contents. In case of any ambiguity or incompleteness, the Bidder must bring it to the attention of IndianOil immediately and prior to submission of Bid.
- 3.2.3. Bidders shall treat the Bidding Documents and contents therein as strictly confidential.
- 3.2.4. Tender documents shall remain the exclusive property of IOCL without any right with the Bidder to use them for any purpose except for the purpose of tendering and for use by the successful Bidder with reference to the work. The Tender Document issued to one party cannot be transferred to or used by another without the specific written permission of the tender issuing authority.
- 3.2.5. Bidder, to whom the tender has been issued, shall not part with possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies or tracings of any drawings, plans or routes forming part thereof, it being understood that the information therein are confidential and that the tender documents have been issued to the bidder solely for the purpose of bidding.
- 3.2.6. The Tender shall be completely filled in all respects and shall be tendered together with requisite information and Annexures. Any tender incomplete in particulars shall be liable to be rejected.
- 3.2.7. Bidder shall upload the scanned copy of the tender document (every page of the tender document signed/initiated & stamped) as a token of acceptance of tender conditions. The bidding documents shall not be transferred to any other agency. All signatures in the Tender Documents shall be dated as well. All pages of all sections of Tender Documents shall be initialled at the lower right hand corner or signed wherever required in the Tender Documents by the Bidder or by a person holding power of attorney authorising him to sign on behalf of the Bidder before submission of tender.
- 3.2.8. All bids should be typewritten in English.
- 3.2.9. Bidder is advised to read carefully all instructions, conditions and specifications appearing in this document and understand them fully. Bidder shall satisfy himself when he submits his offer against this invitation to bid. All information required as per this tender document must be furnished. Failure to provide the information as required may lead to rejection of the bid.

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3.3. CLARIFICATION OF BIDDING DOCUMENT & PRE-BID MEETING

3.3.1. The enquiry is issued on “Zero Deviation Bidding” basis wherein no post bid correspondence of any nature shall be entertained. Bidders in their own interest are advised to take part in the pre-bid meeting seriously by issuing their genuine queries and also by attending the pre-bid meeting by their competent personnel. This will help bidder not only to cut short of the evaluation time leading to requirement of shorter bid validity but also enable them to submit their best prices based on the clear technical scope.


3.3.2. Bidder’s authorized representative(s) shall attend the pre bid meeting on the prescribed day at the given venue specified in the NIT (Chapter-2). During the pre-bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to pre bid meeting shall be without any deviations to terms and conditions. Hence, bidders shall treat the pre bid meeting as utmost important and depute competent & senior person capable of taking on the spot decision to sort out all the technical and commercial issues.

However, in case any bidder does not attend the pre bid meeting, it shall be understood that the bidder has a clear understanding of the scope, terms & conditions of the bidding document and does not have any comments/ deviations to the requirements of the bidding document.

3.3.3. In order to ensure fruitful discussions during pre-bid meeting, the bidder is requested to submit any queries / clarification / information pertaining to Bidding document in writing delivered by hand or by email in the format provided in Bidding Forms so as to reach two days prior to Pre-bid meeting. These queries shall be replied during pre-bid meeting. The editable soft copies of the queries shall also be e-mailed to Tender Inviting Authority, to enable IndianOil to prepare replies to the queries in the same format expeditiously.

3.3.4. The bidders are required to participate in the pre-bid meeting after going through the entire bidding document along with BQC. Bidder shall come with all technical and commercial points on which they need clarifications and also to ensure that they possess all the supporting documentation for meeting the BQC (if any). In case of any doubt, they may discuss the same during the meeting to avoid any technical clarifications / discussions post bid.

3.3.5. Replies to the pre-bid queries / Conclusion agreed in this meeting shall be uploaded as “Record Notes of Pre-bid Meeting / Reply to Pre-bid Queries” on IndianOil e-Tendering Portal (<https://iocletenders.nic.in/>). Record Notes of Pre-bid Meeting / Reply to Pre-bid Queries shall be considered as part of enquiry

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document.

- 3.3.6. Any modification of the Bidding Document, which may become necessary as a result of the pre-bid discussion, shall be intimated to all bidders through the issue of an Addendum / Amendment.
- 3.3.7. Based on the pre-bid discussions, no-deviation form / technical compliance shall be signed and submitted by the bidders as part of their offer. After pre-bid meeting, no deviation shall be accepted. Bidder in their own interest shall submit bids fully complying with bidding document requirements and IndianOil shall reserve the right to proceed with the available compliant bids for evaluation without raising any technical / commercial queries.


3.4. AMENDMENT OF BIDDING DOCUMENT

- 3.4.1. At any time prior to the deadline for submission of bids, IndianOil may, for any reason whether at his own initiative or in response to the clarification requested by the prospective bidder(s), issue amendment to the Tender Documents in the form of Amendment / Addendum.
- 3.4.2. Any addendum issued shall be part of the Tender Documents and shall be uploaded on IOCL e-Tendering Portal (<https://iocletenders.nic.in>).
- 3.4.3. To give bidders reasonable time in which to take an addendum into account in preparing their bids, IndianOil may extend the deadline for submission of bids, pursuant to relevant Clauses in the Tender Document.
- 3.4.4. For Amendment / Addendum issued during the bidding period, Bidder shall consider the impact in his bid.
- 3.4.5. IndianOil may also for any reason issue amendment subsequent to receiving the bids. Any amendment thus issued shall become part of Tender Document. Bidder shall follow the instructions issued along with Amendment with regard to submission of impact on quoted price / revised price, if any.

4. PREPARATION OF BIDS

4.1. COST OF BIDDING

- 4.1.1. All direct and indirect costs associated with the preparation and submission of bid (including Pre-Bid meetings, etc), shall be to Bidder's account and IndianOil shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

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4.2. LANGUAGE OF BID

- 4.2.1. The Bid, as well as all correspondence and documents relating to the bid shall be in the English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language, in which case, for purposes of interpretation of the Bid, such translation shall govern.
- 4.2.2. In case a bidder submits any of the Bidder Qualification support documents in any language other than English, then it will be the responsibility of vendor to also provide the English translation copy of the same duly certified, stamped and signed by their Local Chamber of Commerce. Translation by Indian Embassy / High Commission or authorized / approved translation agencies (by Indian embassy / high commission or any other authority) shall also be acceptable.

4.3. DOCUMENTS COMPRISING THE BID

Electronic Bids (e-Bid) in two parts i.e. PART-I (Technical Bid) & PART-II (Price Bid) as detailed below shall be submitted in e-tendering portal in accordance with the instructions and terms & conditions enclosed with the Bidding Document.

4.3.1. PART– I: TECHNICAL BID

- a) List of Document required as per Chapter-2: Notice Inviting Tender (NIT), Chapter-3: Instruction to Bidders (ITB), Chapter-4: Special Conditions of Contract (SCC) and Chapter-5: Scope of Work (SoW)

Note: Scanned copy of above required documents shall be uploaded in “TECHNICAL” folder in e-tendering portal.

4.3.2. SUBMISSION OF EMD EXEMPTION DOCUMENTS [PART-III]


- a) The EMD shall be submitted as per clause no. 4.10 of this Chapter-3: ITB.

Note: Scanned copy of EMD shall be uploaded in “FEE FOLDER” in e-tendering portal.

4.3.3. PART-II: PRICE BID

- a) Schedule of Prices / Schedule of Rates with prices filled in. The rates are to be filled in accordance with instructions provided in preamble to Schedule of prices, in e-tendering portal, without making any changes in the format / names of the file / worksheet.

Deviations to terms and conditions, presumptions, overwriting etc shall not be stipulated in Price bid and price bids shall not contain any stapled slips. In


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case of any conditions stipulated in price bids or the price bid containing any stapled slips, the bids of such bidders shall be summarily rejected and shall not be considered for further evaluation. Evaluation shall be carried out excluding such bidder(s).

Note: Part-II shall be uploaded in “FINANCE” folder in e-tendering portal.

4.4. COMPLETE SCOPE OF SUPPLIES/ WORK


- 4.4.1. The complete scope of supplies and work / services has been defined in Chapter-5: Scope of Work of this Tender Document. Only those bidders who take complete responsibility and who bid for the complete scope of supplies and work / services as contained in the Bidding Document shall be considered for further evaluation.
- 4.4.2. If the VENDOR is required to engage a sub-vendor for any part of work, then such sub-Vendors shall have prior proven experience of similar work and shall require specific approval by IndianOil after award of work. Following the notification of Acceptance of Bid, the VENDOR will submit to IndianOil for approval the details of sub-Vendors in line with requirement of this tender. The list of construction sub-Vendors proposed in the Bids by the Bidders shall be considered as indicative only.
- 4.4.3. If a proposed sub-vendor has been approved by the OWNER, the VENDOR shall not replace such approved sub-vendor with another sub-vendor without obtaining the OWNER’s prior approval for the proposed replacement.
- 4.4.4. The Bidder shall along with the bid furnish its Works Execution Plan, which shall be evaluated for technical acceptability of the Bids.
- 4.4.5. The Works Execution Plan shall be submitted as per following basic guidelines:
 - a) As a minimum, following activities shall be performed by the VENDOR directly and shall not be sub-contracted:
 - i. Overall Works Management
 - ii. Planning, Scheduling, Monitoring
 - iii. Procurement Services
 - iv. Installation Management
 - v. Training
 - vi. Raw Material Supply and Management

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- b) Bidder shall identify the key persons responsible for the above activities of work by identifying the relevant persons and submitting the bio-data of such Personnel.
- c) Bidder shall submit a commitment from its Chief Executive that the Works Progress Schedule shall be monitored by its board and all actions required to arrest the failure/delays shall be initiated by them at the appropriate time. Such action plan document shall be sent by the VENDOR's home office to IndianOil.
- d) Bidder shall ensure that the Works Execution Plan submitted by it is adequate for completing the work in all respects. All details as mentioned above shall be submitted along with Bid in the first instance.
- e) Works Execution Plan shall be evaluated by the IndianOil and in case the same is not found adequate for this work, such Bid(s) shall be treated Technically Not Acceptable and such Bid(s) shall not be considered for price opening.

4.5. BID PRICES AND DISCOUNTS

- 4.5.1. The prices must be quoted strictly in the format provided in the Bidding Document. Conditional discount, if offered, shall not be considered for evaluation.
- 4.5.2. Bidder is required to quote lumpsum price against each item in the BOQ. (Part-II: Price Bid).
- 4.5.3. Unless stated otherwise in the Bidding Document, the Contract shall be for the total works as described in Bidding Document, based on the Schedule of Rates/Prices submitted by the bidder and accepted by IndianOil.
- 4.5.4. Bidder shall quote for all the items of Schedule of Rates/Prices after careful analysis of cost involved for the performance of the complete item considering all parts of the Bidding Document. In case any activity is not specifically covered in description of item under 'Schedule of Rates/Prices' but is required to complete the work as per Scope of Work, Scope of Supply, Specifications, Standards, Drawings, General Conditions of Contract, Special Condition of Contract or any other part of Bidding Document, the rates/ prices quoted shall be deemed to be inclusive of cost incurred for such activity.
- 4.5.5. Rates/ prices quoted by the Bidder, shall remain firm, fixed and valid till the completion of Works and will not be subject to variation on any account.
- 4.5.6. All duties, taxes, and other levies payable shall be as per Special Conditions of

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Contract.


- 4.5.7. It shall be the duty of the VENDOR to duly observe and perform all laws, rules, regulations, orders and formalities applicable to taxes, duties, levies etc on the import, manufacture, sale and/or supply of any material to IndianOil and performance of the works under the Contract. The VENDOR shall keep IndianOil indemnified from and against any and all claims, demands, prosecutions, actions, proceedings, penalties, damages, demurrages and/or other levies whatsoever made or levied by any Court, Tribunal or the Customs or other Authorities with respect to any alleged breach, evasion or infraction of such duties, taxes, charges or levies or any breach or infraction of any applicable laws, rules, regulations, orders or formalities concerning the same and from the consequence thereof.

4.6. BID CURRENCY AND PAYMENT

- 4.6.1. Bidders are required to quote firm prices in Indian Rupees (INR) only. Payment shall be released in Indian Rupees (INR) only.

4.7. DOCUMENTS ESTABLISHING THE QUALIFICATIONS OF THE BIDDER

- 4.7.1. Bidder(s) intending to participate shall fulfil the Qualification Criteria specified in Chapter-2: Notice Inviting Tender (NIT) / bidding document. The experience and financial details submitted by the bidders shall be evaluated with respect to the Qualification Criteria specified in the NIT / bidding document. Bidders are requested to submit all qualification details along with relevant supporting documents in the first instance itself as IndianOil may finalise the qualification based on details submitted without asking for any additional details. In view of this, bidder, in their own interest, must submit experience details for as many Jobs as possible that, in his opinion, meet the Bidder Qualification Criteria (BQC).
- 4.7.2. Opening of Price Bid will be considered only for those bidders who are found to technically qualified based on the Qualification Criteria specified in the NIT.
- 4.7.3. While evaluating the bidder's conformity with Qualification Criteria, only such works shall be taken into consideration, the details of which have been submitted along with the Bid.
- 4.7.4. Copy of work order / notification for award of work along with documentary evidence of its completion is mandatory, which establishes that the bidder has been awarded a work and proof of completion which establishes that the work under reference has been completed.

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4.8. SPECIAL DOCUMENTATION REQUIREMENT

- 4.8.1. All supporting documents, pertaining to “Bidder Qualification Criteria” including the copy of MSME certificate, if any, shall be submitted.
- 4.8.2. Submission of authentic documents is the prime responsibility of the bidder.
- 4.8.3. Wherever IndianOil has concern or apprehension regarding the authenticity / correctness of any document, IndianOil reserves a right of getting the document cross verified from the document issuing authority.

4.9. PERIOD OF VALIDITY OF BIDS

- 4.9.1. Bids shall remain valid for a period of 4 months (120 days) after the bid submission deadline date prescribed by IndianOil in Chapter-2: NIT.

4.10. EARNEST MONEY DEPOSIT (EMD)

Amount of EMD: INR 31,000.00 (Rupees Thirty One Thousand only). (No Interest shall be paid on EMD submitted). Tender received without EMD shall be summarily rejected.

- 4.10.1. EMD should be deposited in any of the following forms:

Online EMD payment (through Net Banking or NEFT / RTGS):


For detail about process of payment of online EMD, Bidders shall refer “Special Instructions to the Bidder (SITB), Chapter-1 to this Tender” and “FAQs - Online EMD Facility in IOCL e-Tendering” documents attached separately along with the tender.

i) Through Net banking:

Bidder shall choose “Net Banking” option and submit which will redirect bidder to payment gateway where he shall choose his bank and proceed to pay the EMD payment. After successful payment, system will bring him back to e-Tendering portal for further submission of offer.

ii) Through NEFT / RTGS:

Bidders shall choose “NEFT/RTGS” option and submit. On next page he shall get the option to download NEFT/ RTGS challan (ICICI NEFT/ RTGS form) having unique bank account number for that particular EMD. Bidder shall pay NEFT/ RTGS as per details in

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generated challan either using online banking or by visiting his bank branch.

4.10.2. Exemption from submission of EMD:

- a) Parties registered with any of the following agencies / bodies as per Public Procurement Policy for Micro & Small Enterprises (MSE) Order 2012 are exempted categories from payment of EMD provided that the registration certificate issued by any one of these below mentioned agencies must be valid as on close date of tender. Micro, Small or Medium Enterprises who have applied for registration or renewal of registration with any of these agencies / bodies but have not obtained the valid certificate as on close date of tender are not eligible for exemption.
- i. District Industries Centre (DIC)
 - ii. Khadi and Village Industries (KVIC)
 - iii. Khadi and Village Industries Board
 - iv. Coir Board
 - v. National Small Industries Corporation(NSIC)
 - vi. Directorate of Handicraft and Handloom
 - vii. Udyog Aadhar Memorandum (UAM)
 - viii. Any other body specified by Ministry of MSME

***Note:** Against UAM, copy of acknowledgement generated online shall be acceptable.*


- b) The MSEs who have applied for registration or renewal of registration with any of the above agencies/bodies, but have not obtained the valid certificate as on close date of the tender, are not eligible for exemption / preference.
- c) PSUs (Central & State) and JVs of IOCL are exempted from submission of EMD.
- d) A copy of the EMD instrument or exemption certificate in case of exempted categories shall be uploaded along with clear scanned copies of required documents to substantiate the claim towards their credentials along with the tender documents in the appropriate link.

4.10.3. Bidders not paying EMD or not uploading valid exemption certificate on or before tender submission date and time will be summarily rejected.

4.10.4. **Release of EMD**

EMD shall be released to the bidders without interest in the following circumstances:

- a) EMD of bidders disqualified during technical bid evaluation, shall be

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released immediately after the technical evaluation is approved by the competent authority.

- b) EMD of bidders qualified in the technical bid but unsuccessful in the price bid stage shall be released immediately after final approval of the proposal by the competent authority.
- c) EMD of the successful bidder shall be released / adjusted after submission of security deposit.


4.10.5. Forfeiture of EMD

The offer shall be rejected, EMD shall be forfeited and the Supplier shall be put on "Holiday/ Suspension/ banning list, as applicable" of IndianOil (as per their prevailing policy) in case:

- a) In case of fraud or submission of forged/ false documents/ information by tenderers.
- b) Backing out after placement of LOA / Rate Contract / Call-up Order.
- c) In case the Bid is accepted and the successful Bidder fails to deposit the amount of security deposit or to execute the contract within the stipulated period.
- d) In case the Bidder alters / modifies / withdraws his/her bid after opening the price bid and within the validity period.
- e) In case the Bidder fails to commence work at each job site within 10 (ten) days of handing over the job or any part thereof to him
- f) In case Bidder fails to execute the contract in accordance with the Form of Contract within 10 (ten) days of receipt of Letter of Acceptance in this behalf from IOCL or within such extended period as may be permitted by IOCL for the purpose.

4.11. FORMAT AND SIGNING OF BID

4.11.1. The e-bid shall be digitally signed (e-signed) using the digital signature of a person duly authorised to sign on behalf of the bidder. The digital signature used for signing the bid shall be issued in the name of such authorized person and the certificate details, available from the signed documents, should indicate the details of the signatories. All documents / files of the bid shall be signed by using the digital signature issued in the name of the person having valid Power of Attorney (POA) at the time of bid submission. Any consequences resulting due to such

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signing (e-signing) shall be binding on the bidder.

4.12. RATES:

4.12.1. Tenderers should quote their lowest and firm rates against the items sought in the price bid (BOQ). The price will not be subject to escalation for any reason whatsoever during the entire period of contract.

4.12.2. To quote prices in the BOQ, Bidder shall refer to instructions as per Clause 4.1.2 of Chapter-3: ITB.

4.13. GOODS AND SERVICE TAX (GST)

4.13.1. In the event of any conflict or inconsistency in provision of Taxes / GST related clauses in the bidding document; the enacted GST shall prevail over the interpretation of existing clauses.

4.14. DATE AND TIMING OF PRE-BID MEETING

4.14.1. Pre-Bid meeting shall be held as a prelude to Bid opening, at a venue, date and time given below.

19.03.2019 at 11:00 hrs

Room No. 538, Scope Complex Core 6, 5th Floor,

Indian Oil Corporation Limited,

Lodhi Road, 7 Institutional Area,


New Delhi-110003

4.14.2. Representatives of bidders shall attend the Pre-Bid Meeting for resolving outstanding issues, if any, and for other mutual clarifications. Brief summary of the queries raised by the attending Bidders and the clarifications given by IOCL in respect thereof, as well as any further information which IOCL choose to furnish to the Bidders, in the form of Minutes of the Meeting or Addendum, which shall form a part of the Tender Documents, unless otherwise specified.

4.15. OTHER RELEVANT POINTS

4.15.1. RETIRED COMPANY DIRECTORS

- a) No Director of IOCL is allowed to tender for a period of 2 (two) years after his retirement from the employment of IOCL, without the previous permission of IOCL. The Contract if awarded is liable to be cancelled if the Bidder is found at any time to be such a person and has not obtained the permission of IOCL

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before submission of the tender. Any tender by a person aforesaid shall carry a disclosure thereof on the tender, and shall be accompanied by a copy of the document by which the requisite consent is given. Such disqualifications shall apply to every partner of a partnership firm.

- b) The Bidder is required to state whether he is a relative of any Director of IOCL, or whether the Bidder is a firm, whether a Director of IOCL or relative of such Director is a partner in the firm, or whether the Bidder is a Company, whether a Director of IOCL or relative of such Director is a substantial member holding more than 10% (ten percent) of the paid up capital in the Company, or a Director of the Company (**Annexure-III**).

4.15.2. NEGOTIATIONS

- a) Negotiation will not be conducted with bidders as a matter of routine. However, IOCL reserves the right to conduct negotiations with the lowest bidder.

5. SUBMISSION AND OPENING OF BID DOCUMENTS:

5.1. BID SUBMISSION


Bid must be submitted only through e-tender portal of IOCL, by due time and date mentioned in the Notice Inviting Tender at the IndianOil website stated therein. Price and Technical Bids must be filled in and submitted as stated below:

5.1.1. TECHNICAL BID (Part-I)


This shall contain Technical proposal required and all the submittals required to be submitted along with the tender. The list of submittals is as follows:

Bidder has to submit list of complete list of equipments to be supplied along with their technical bid.

- Format of Undertaking by Tenderer for Acceptance of Tender Terms and Conditions (**Annexure-I**)
- A confirmation from the Bidder that the bidder and / or its sub-Vendor have not been put on Holiday by IOCL or black listed by any government department / public sector/Municipal Corporation or any other Local / Civic Bodies (**Annexure-II**).
- Declaration About The Relationship with IOCL's Director (**Annexure-III**)
- Details of PF Registration (**Annexure-IV**)
- Experience of Bidding Firm / Entity as per Format attached (**Annexure-V**)

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- f. Bidders' General details/ Information covering areas of operation, experience. (**Annexure-VI**).
- g. Form of Tender (Technical Bid and Price Bid) as per format (**Annexure-VII** (A) & (B))
- h. Annual Turnover of the Bidder for the last 3 financial years in the attached format (**Annexure-VIII**). Documentary evidence in the form of CA certified audited balance sheets, P&L account and Auditors report for the last 3 financial years must also be provided.
- i. IOCL's Bank Details for remittance of Earnest Money Deposit (**Annexure-IX**)
- j. Letter of authority in favour of any one of bidder's authorized representative to attend the Pre-Bid Meeting, Negotiations (if any), etc... on specified date and venue as per format (**Annexure-X**)
- k. Disclaimer filled in as per Format (**Annexure-XI**)
- l. Form of Contract (**Annexure-XII**)
- m. Format of Letter of Waiver of Conditions / Deviations (**Annexure-XIII**)
- n. Format of Exceptions And Deviations Statement (**Annexure-XIV**)
- o. Bidder's Bank Account Details (**Annexure-XV**)
- p. Proforma for Non-Engagement in Child Labour (**Annexure-XVI**)
- q. Proforma of Certificate for Non-Involvement of Agent (**Annexure-XVII**)
- r. Form of Bank Guarantee (**Annexure-XVIII** (A), **XVIII** (B))
- s. Format of Undertaking by the bidder(s) to comply non-tampering of Tender Forms & Electronic Data (**Annexure-XIX**)
- t. Scanned copy of Earnest Money Deposit
- u. Key persons responsible for the above activities of work by identifying the relevant persons and submitting the bio-data of such Personnel
- v. All documents requested in the Bidder Qualification Criteria (clause 6 of the NIT) of the Bid.

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5.1.2. PRICE BID (Part-II)

For PRICE BID, Bidder must submit firm quotes in format attached in e-tendering website (**refer to Clause 5.0 of Chapter-1 of this tender**).

- 5.1.3. The Bidder shall quote firm prices in the BOQ (attached as excel sheet in the e-tendering portal). The Bid prices shall conform to the provisions of Bid Currency & Payment of ITB respectively.
- 5.1.4. The rates quoted in the Price Bid shall include all costs/expenses towards equipment, labour & laboratory back-up, logistics, transport, travel & stay arrangements, attending meetings, presentations at IOCL office, collection of necessary data and other incidentals including supply of materials as may be necessary for rendering the services in totality as per detailed specifications of their Tender. All applicable local taxes (excluding GST) and other levies, including that relating to Works Contract Tax (WCT) levied by certain State Governments at the applicable rate shall be payable by the Bidder under the Contract and shall be included in the rate and prices quoted by the Bidder. The quoted bid prices shall accordingly be all inclusive and firm. Applicable GST shall be paid extra and should not be included in the rate.
- 5.1.5. Price quoted in BOQ (attached as excel sheet in the e-tendering portal), shall be in both figures and words. Rates quoted in BOQ should be in such a way that interpolation is not possible.
- 5.1.6. It is to be noted that the Price Bid (BOQ) shall contain only PRICES and no conditions whatsoever. Any conditions given in this part shall not be considered and may render the offer liable for rejection.
- 5.1.7. Bidder shall download the Price Bid (BOQ) which is uploaded on website as an excel attachment (**refer to Clause 5.0 of Chapter-1 of this tender**).
- 5.1.8. Bidder shall submit Price Bid (BOQ) duly filled in and e-signed strictly as per format without altering the content of it.
- 5.1.9. The duly filled Price Bid (BOQ) shall be uploaded by bidder on web site as per e-tendering procedure.
- 5.1.10. The Price offered by the Bidder shall not appear anywhere in any manner in the Technical Bid.
- 5.1.11. Tenders submitted by telex/fax/telegram will not be accepted.
- 5.1.12. The Bidder shall submit the tender on or before the due date and time set out for the same. Tender documents as submitted by Bidder shall become the property of


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OWNER and OWNER shall have no obligation to return the same to the Bidder.

- 5.1.13. Owner shall not be liable for any obligation until such time Owner has communicated to the successful Bidder its decision to entrust the work.
- 5.1.14. Submission of the information and details shall be done strictly in the manner described. In case the relevant data/details/information in respect of the above is not furnished in the technical bid, the tender may be rejected.
- 5.1.15. The Price Bids of only those Bidders shall be considered for opening and evaluation whose bids are determined to be technically acceptable to IOCL as per criteria mentioned in Clause 6 of NIT.
- 5.1.16. The authorized representatives (nominated as per pro-forma attached in **Annexure-X**) of the parties shall only be allowed to attend the Price Bid meeting.
- 5.1.17. The technically qualified bidder with the lowest total of Schedule of Rate (SOR) excluding GST would be the lowest bidder.

5.2. SEALING AND MARKING OF BIDS

- 5.2.1. Bidders shall submit bids (Part-I & Part-II) electronically through IOCL's e-tendering portal by logging in to website <https://iocletenders.nic.in>, on or before the bid submission date and time. Bidders are required to register themselves at <https://iocletenders.nic.in>. No registration fee would be charged from the bidders.
- 5.2.2. Bidders are required to upload the bid along with all supporting documents on IOCL's e-tendering portal by logging in to website <https://iocletenders.nic.in> only.
- 5.2.3. Bidders to refer Bidders Manual Kit - Open Source Software Link available on the website to get acquainted with the E-Tendering System in advance and obtain / seek clarifications, if any from IOCL e-tendering Portal Helpdesk, whose contact information is provided in the E-Tendering website.
- 5.2.4. Various links such as "Help for Vendor", "Information about DSC", "FAQ", "Resources Required", "Bidders Manual Kit" etc. are available on home page of <https://iocletenders.nic.in> facilitating vendors to participate in the bidding process. Bidder are advised to download & utilize the available information/documents under these links for activities like Registration in IOCL portal, obtaining User ID & Password, uploading & submission of e-bids etc.
- 5.2.5. Bidders are advised in their own interest to carefully go through Instructions for E-tendering and other related document available against various help links so as to ensure that bids are uploaded in E-tendering website well before the closing date and time of bid submission.

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5.2.6. The bidder is required to make a proposal in a format as outlined below in order to achieve the objective of maintaining a uniform proposal structure from all bidders.

5.2.7. The bid shall be submitted by uploading relevant document in respective covers provided in the e-tendering website.

5.3. DEADLINE FOR SUBMISSION OF BIDS

5.3.1. Bidders shall submit their bids electronically in the e-tendering portal, within the date and time specified in NIT.

5.3.2. IndianOil may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with Clause 2.4 of ITB, in which case all rights and obligations of IndianOil and bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

5.4. LATE BIDS

5.4.1. E-tendering system shall close immediately after the deadline for submission of bid. Any bids being submitted in physical form (other than Part-III of Bid) shall not be considered for opening / evaluation / award and will be returned to such bidders.

5.5. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF BIDS


5.5.1. The bidder may modify, re-submit or withdraw its e-bid after the bid submission, but, before the due date and time for submission of Bid following the electronic bid submission procedures.

5.5.2. No bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity or any extension thereof.

5.6. BID OPENING

5.6.1. IndianOil shall verify the availability of requisite scanned copy of EMD / documentary evidence of exemptions from submission of EMD under MSE / PSU / JV of IOCL (if applicable), prior to opening of Part-I of e-Bid. Technical Bid of those bidders shall be considered for opening, who have uploaded the requisite Bid Security in e-tendering Portal.

5.6.2. IndianOil shall open Part-I of all bids received in the e-tendering portal except the cases where scanned copy of BID SECURITY / documentary evidence of exemptions from submission of Bid Security under MSE / PSU / JV of IOCL (if

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applicable) not uploaded.

5.6.3. The order of part wise opening of bids shall be as follows;

- a) On scheduled date and time of Technical bid opening,
 - i. Scanned Copy of Bid Security uploaded in e-tendering Portal shall be opened first and verified that whether Bid Security has been furnished as per bid requirement.
 - ii. Up on meeting the requirement of EMD as per Clause 4.10 of ITB, Opening of documents of Part-I, submitted in electronic form shall be processed on the e-Procurement module of the e-tendering portal.
 - iii. If a bidder has not complied with EMD requirement above, such bidder's offer (Part-I: Technical Bid) is not proceeded for further opening and rejected out rightly.
- b) Part-II (Price Bid) of bid of only those bidders whose bids is determined to be technically acceptable by IndianOil shall be opened. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening.


6. EVALUATION AND COMPARISON OF BIDS

6.1. CONFIDENTIALITY

- 6.1.1. A bidder may seek clarification regarding the bidding document provisions, bidding process and / or rejection of his bid. IndianOil shall respond to such requests within a reasonable time. However, such information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to any other persons not officially concerned with the bidding process.
- 6.1.2. Any attempt by a bidder to influence IndianOil in the evaluation of the bids or Contract award decisions shall render their Bid liable for rejection.
- 6.1.3. Notwithstanding Clause 5.1.2 of ITB, from the time of bid opening to the time of Contract award, if a bidder wishes to contact IndianOil on any matter related to the bidding process, it shall done so in writing only.

6.2. ZERO DEVIATION

- 6.2.1. Bid shall be submitted as "Zero deviation Basis". Accordingly offer is to be submitted in complete compliance to Terms & Conditions of Bidding Document without any deviation. Offer with deviation shall be liable for rejection without

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any further correspondence.


- 6.2.2. In view of this Bidder shall ensure submission of complete bid without any deviation as per requirement of Enquiry document in first instance itself.

6.3. CLARIFICATION OF BIDS

- 6.3.1. Bidders should ensure that the Bid submitted is substantially responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without seeking any subsequent additional information which may result in rejection of Bid. However, IndianOil may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw material deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid. IndianOil's request for clarification and the response shall be in writing.
- 6.3.2. No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by IndianOil in writing.
- 6.3.3. Any clarification submitted by a bidder that is not in response to a request by IndianOil shall not be considered. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- 6.3.4. If a bidder does not provide clarifications of its bid by the date and time set in IndianOil's request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid.

6.4. EVALUATION OF TECHNICAL BIDS

- 6.4.1. Prior to opening of price bids, IndianOil will determine whether each bid is accompanied with required EMD, as applicable;
- Fulfils the technical, financial, experience and other requirements as specified in the Bidding Document and qualifies as per details provided in NIT;
 - Considering any clarifications and/ or requirement pursuant to clause 5.3 of ITB;
 - Any other relevant factor, if any that IndianOil deems necessary or prudent to be taken into consideration.
- 6.4.2. IndianOil reserve the right to use in-house information for assessment of

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capability of bidder and their performance on jobs completed / in progress for evaluation purpose.

6.5. OPENING OF PRICE BID

6.5.1. Price Bid (Part-II) of only those bidders whose bids is determined to be technically acceptable by IndianOil shall be opened. Bidders selected for opening of their priced bids shall be informed about the date, time and place of price bid opening.

6.6. CORRECTION OF ARITHMETICAL ERRORS

6.6.1. IndianOil shall correct arithmetical errors on the following basis:

a) If some discrepancies are found between the rate / amount given in figures/words, the price in words shall prevail.

6.6.2. Bidders shall be requested to accept correction of arithmetical errors. Failure to accept the correction in accordance with Clause 5.6.1 of ITB above, shall result in the rejection of the Bid and EMD shall be forfeited.

6.7. INDIANOIL'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS

6.7.1. IndianOil reserves the right to accept or reject any or all the bids at its discretion and may annul the Bidding process, without thereby incurring any liability to bidders.


7. AWARD OF CONTRACT

7.1. AWARD CRITERIA

7.1.1. IndianOil shall award the Contract to the bidder technically qualified (as per the NIT) Lowest (L1) Bidder.

7.1.2. However, if in the opinion of IndianOil, the total price quoted by the recommended bidder is considered high, IndianOil may invite such bidder for price negotiation. Recommended bidder shall attend such negotiation meetings and if requested by IndianOil shall provide the analysis of rates/break-up of amount quoted by him for any or all items of Schedule of Rates/ Prices to demonstrate the reasonability.

7.1.3. As a result of negotiation, bidder may offer rebate on his earlier quoted Price.

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7.2. NOTIFICATION OF AWARD


- 7.2.1. Prior to the expiration of the period of bid validity, IndianOil shall notify the successful bidder, in writing, that its bid has been accepted. The notification letter (hereinafter and in the General Conditions of Contract called the “Letter of Acceptance (LOA) / Fax of Acceptance (FOA)”) shall specify the sum that IndianOil will pay the Vendor in consideration of the execution and completion of the Works. Vendor shall submit Contract cum Performance Bank Guarantee (CPBG) / Security Deposit as per clause 5 of chapter 5 of this tender.
- 7.2.2. Until a formal contract is prepared and executed, the notification of award along with this Bidding Document together with the annexed documents, modifications, deletions agreed upon shall constitute a binding contract between the successful bidder and IndianOil.

7.3. SIGNING OF CONTRACT

- 7.3.1. Promptly upon issue of LOA / FOA, the successful bidder shall sign, the Contract Agreement on a non-judicial stamp paper and of appropriate value.
- 7.3.2. The cost of non-judicial stamp paper shall be borne by the successful bidder.
- 7.3.3. The Contract document for EPC Contract shall consist of the following:
- Form of Contract on non-judicial stamp paper
 - Detailed Letter of Award (DLOA) / Work Order along with enclosures
 - Fax/ Letter of Acceptance
 - Original Bidding Document
 - Amendment/ Corrigendum to Bidding Document issued, if any


7.4. WORKS SPECIFIC ACCOUNT

- 7.4.1. For the benefit of the Works, it is desired that the VENDOR shall maintain Works Specific Bank Accounts, with a bank approved by the OWNER to ensure that finances released by the OWNER, line of credit received from the lenders to meet working capital requirements and all revenues & other receipts arising from the CONTRACT and under any agreements are deposited into such Account(s). Withdrawals and appropriations during the Contract Period, at any relevant time, from such Account(s) shall be made only for the purpose of Works Facilities and Services.


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8. PROHIBITION OF ENGAGEMENT OF CHILD LABOUR

8.1. The VENDOR shall state that they are not engaging child labour as per various labour laws applicable to them. Making a fake claim would have its contract terminated forthwith, if detected later. It is mandatory for the VENDOR to submit an undertaking as per attached Performa (**Annexure-XVI**) for Non-engagement of child labour given.

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CHAPTER-4
SPECIAL CONDITIONS OF CONTRACT
(SCC)

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1. GENERAL

- 1.1. Special Conditions of Contract (SCC) shall be read in conjunction with the General Conditions of Contract (GCC), Job Specifications, drawings and any other document forming part of this contract, wherever the context so requires.
- 1.2. Notwithstanding the sub-division of the documents into these separate parts and volumes, every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract in so far as it may be practicable to do so.
- 1.3. Where any portion of the GCC is repugnant to or at variance with any provision of the SCC, then the provision of the SCC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
- 1.4. Wherever it is mentioned in the specifications that the **VENDOR** shall perform certain works or provide certain facilities, it is understood that the **VENDOR** shall do so at his own cost, being deemed to be part of the relevant item in the SCHEDULE OF RATES / BOQ (SOR) whether expressly stated or not.
- 1.5. The materials, design and workmanship shall satisfy the relevant Indian Standards, the specifications contained herein and codes referred to. Where the specifications stipulate requirements in addition to those contained in the standard codes and specifications, these additional requirements shall also be satisfied.
- 1.6. In so far as the contract does not deal with or provide by expression or implication for any aspect or specification with respect to the product(s) or any of them or with respect to any other matter or thing required to be furnished, done or supplied relative thereto or for the delivery thereof according to the contract, the internationally accepted relevant specification, standard of workmanship and/or codes or practices, as the case may be, shall apply. In the event of any doubt or ambiguity relative thereto, the **VENDOR** shall seek the clarification of **IOCL**.

2. DEFINITIONS

The following expressions hereunder and elsewhere in the Contract documents used and their grammatical variations shall unless repugnant to the subject or context thereof, have the following meanings hereunder respectively assigned to them, namely:

- 2.1. **“Bidder / Tenderer”** shall mean the company, who has submitted their bid individually, against this tender document to Indian Oil Corporation Ltd. (IOCL) and includes the Bidders’ legal representative, his successors and permitted assignors.
- 2.2. **“BOQ”** shall mean Bill of Quantities.

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- 2.3. “**Contractor / Vendor**” means any person, company, firm or body who may be engaged by the Owner for works and services connected with the Works.
- 2.4. “**Engineer In-charge (EIC)**” shall mean Engineer responsible for the execution of the work.
- 2.5. “**GCC**” shall mean General Conditions of Contract.
- 2.6. “**Owner / IOC / IOCL / IndianOil**” shall mean Indian Oil Corporation Limited.
- 2.7. “**SCC**” shall mean Special Conditions of Contract.
- 2.8. “**SOR**” shall mean Schedule of Rates.

3. SCHEDULE OF RATES / BOQ

- 3.1. All the items of work mentioned in the SCHEDULE OF RATES / BOQ and covered by the Contract shall be carried out as per the drawings, specifications and under the direction of EIC and shall include all costs/expenses including equipment, labour, logistics, transport, travel & stay arrangements, attending meetings, presentations at IOCL office, collection of necessary data, other incidentals including supply of materials, etc. as may be necessary for rendering the services in totality as per this Tender. The VENDOR shall be and remain at all-time exclusively responsible to provide all material, consumables, labour supervision, equipment tools machines, permits, licenses, casements and facilities and other items and things whatsoever required for or in connection with the work, included but not limited to those indicated by expression or implication in the SCHEDULE OF RATES / BOQ, Technical Specification, approved designs, plans, drawings and/or other Contract documents or howsoever otherwise required either for incorporation within the permanent works or in relative to the execution and performance of the work.
- 3.2. The rates stated in the SCHEDULE OF RATES / BOQ shall not be subject to escalation or increase on any account.
- 3.3. The Bidder shall quote prices for the total services.
- 3.4. The breakdown of materials pertains to supply of major items. It will be the responsibility of the bidder to supply all materials/ Equipments required for completion of work as per contract, irrespective of whether all items are identified in Schedule of Rates / BOQ.

4. SECURITY DEPOSIT

- 4.1. In partial modification of Clause 2.1.0.0 & Clause 4.4.0.0 of the General Conditions of Contract, the VENDOR shall within 10 days from the date of issue of the LOA, furnish Security Deposit for an amount equivalent to 10% of the work order value. Security

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Deposit shall be payable online through Net Banking / NEFT / RTGS. Security Deposit may be furnished through Bank Guarantee (BG) from any nationalized / scheduled Bank in the prescribed format (**Annexure-XVIII (B)**), provided the amount of Security Deposit is not less than Rs.1,00,000/- (Rs. One Lakh only).

- 4.2. The above BG towards Security Deposit cum Performance Guarantee shall be valid in the first instance for a period of not less than 11 months from date of LOA.
- 4.3. BG, if applicable, shall be submitted by the VENDOR as per format given in **Annexure-XVIII (B)** from any scheduled bank in India or any foreign bank operating in India under the rules of Reserve Bank of India.
- 4.4. SD shall be returned to the VENDOR after the validity is over and all the obligations of the VENDOR under the contract have been met.
- 4.5. MSME vendors are not exempt from payment of Security Deposit / Performance Bank Guarantee.

5. PRICE DISCOUNT (PENALTY)

- 5.1. It is Vendor's responsibility to complete all the work and avail all the approvals on time.
- 5.2. In case Vendor is unable to commission the Works on time / there is a delay in installation of the defined works (as per Scope of Work defined in this tender), the price discount / penalty would be as per rates (also refer to clause 4.4.0.0 of GCC) mentioned below:

- | | | |
|----|---------------------------|----------------------------------|
| a) | If delay is upto 1 week: | 0.125% of entire contract value. |
| b) | If delay is upto 2 week: | 0.25% of entire contract value. |
| c) | If delay is upto 3 week: | 0.50% of entire contract value. |
| d) | If delay is upto 4 week: | 0.75% of entire contract value. |
| e) | If delay is upto 5 week: | 1.00% of entire contract value. |
| f) | If delay is upto 6 week: | 1.50% of entire contract value. |
| g) | If delay is upto 7 week: | 2.00% of entire contract value. |
| h) | If delay is upto 8 week: | 2.50% of entire contract value. |
| i) | If delay is upto 9 week: | 3.00% of entire contract value. |
| j) | If delay is upto 10 week: | 3.50% of entire contract value. |
| k) | If delay is upto 11 week: | 4.00% of entire contract value. |
| l) | If delay is upto 12 week: | 4.50% of entire contract value. |


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- m) If delay is upto 13 week: 5.00% of entire contract value.
- n) If delay is more than 13 weeks: 5.00% of the total contract value.


6. PRICES, TAXES AND DUTIES –

6.1. GST Conditions

- 6.1.1. The entire Scope of jobs under this Tender/Contract has been classified as Supply of Goods & Services in relation to an immovable property under GST and the place of supply of goods & services shall be the location at which the Works being executed. Accordingly, the BIDDER / VENDOR is required to take GST registration for supply of services and subsequent invoicing to the OWNER under the Tender/Contract as per GST invoice Rules.
- 6.1.2. There will be no reimbursement of Excise Duty, Service Tax, VAT & CST instead applicable CGST, SGST and IGST would be paid extra.
- 6.1.3. The supplier of Bidder / Vendor should not issue its Invoice indicating IOCL as consignee since such sales cannot be treated as Sale-in-Transit under GST Law. Bidder / Vendor must procure material in their own name and avail ITC for the same and subsequently supply as part and parcel of Works Tender / Contract Service to IOCL. No way bill / road permit will be issued from IOCL.
- 6.1.4. Billing for Import to be done on IOCL (except for EPCG cases where separate high seas agreement will be entered with Bidder/Vendor) with applicable CGST & SGST with reimbursement of BCD & Cess and CGST & SGST thereon, limited to the quoted Foreign Currency (FC) amount. However, impact of IGST due to inclusion of Anti Dumping Duty and Safe Guard Duty in the value for calculation of IGST shall be on Vendors account.
- 6.1.5. Adjustment to be done in the Invoice value in respect of advances including mobilization advance in view of applicability of GST on advances. (Net of Advance Invoicing)
- 6.1.6. There will be Implication of GST on recovery for Land charges / rent. IOCL will issue GST Invoice.
- 6.1.7. Credit note to be issued by the Bidder / Vendor for Price reduction on account of delay in delivery for lower incidence of GST. (Net of PRD Invoicing)
- 6.1.8. Additional GST implication will arise on Price variation of Construction material and Foreign Exchange Fluctuation and shall be paid extra.
- 6.1.9. The total price payable under the Tender / Contract shall be restricted to the Lump sum Price and applicable GST as per other existing terms & condition of the


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Tender / Contract. Bidder / Vendor to ensure progressive invoice value so that there should not be any additional liability to the OWNER.

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CHAPTER-5

SCOPE OF WORK (SOW)


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1. SCOPE OF WORK

- 1.1. **Name of the Work:** Supply, Installation, Commissioning of Five Number of Sanitary Napkins Manufacturing Machines including Raw Materials for Six Months at Nominated Locations In Chitrakoot, Uttar Pradesh.
- 1.2. The subject supply is to be undertaken by IndianOil in Chitrakoot district, given the government's thrust towards menstrual hygiene and women's health. It will also help enhance the awareness and availability of sanitary napkins for women in th menstruating age group residing in the villages in Chitrakoot district.
- 1.3. It is proposed to set-up five numbers of Sanitary Napkin Manufacturing Machines and their associated raw materials which includes Supply, Installation, Commissioning, Testing & Warranty of the machines in these five Self Help Groups (SHGs). The following 5 SHGs have been identified by the DMMU, UPSRLM office in Chitrakoot district in the District Magistrate office for providing one Sanitary Napkin Manufacturing Machine with specified technical specifications to each SHG listed below.

| S. No. | Name of SHG | Location of SHG | Number of Sanitary Machines |
|--------|---------------------|---|-----------------------------|
| 1 | Kiran SHG | Chhilli Rakas Banger, Block Panchayat- Pahari, Chitrakoot | 1 |
| 2 | Bajrangbali SHG | Chhilli Rakas Banger, Block Panchayat- Pahari, Chitrakoot | 1 |
| 3 | Durga SHG | Chhilli Rakas Banger, Block Panchayat- Pahari, Chitrakoot | 1 |
| 4 | Radha SHG | Chhilli Rakas Banger, Block Panchayat- Pahari, Chitrakoot | 1 |
| 5 | Kranti SHG | Chhilli Rakas Banger, Block Panchayat- Pahari, Chitrakoot | 1 |
| | TOTAL NUMBER | | 5 |

- 1.4. The key objective of the is to:
 - 1.4.1. Enhance the menstrual hygiene of women in the menstruating age in rural areas of Chitrakoot district.
 - 1.4.2. Supply and Install five machines of Sanitary Napkins Manufacturing Machines at the nominated locations in Chitrakoot district to be operated by the nominated SHGs.

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1.4.3. Provide 10 days training to SHGs workers for operation and maintenance of Sanitary Napkins Manufacturing Machines installed under this supply.

1.5. The selected Bidder shall submit samples of the raw material proposed to be used and finished product to be manufactured from the sanitary napkin manufacturing machine to IOCL along with samples of packing material to IOCL before supplying the materials to the nominated locations. Further, the selected Bidder shall submit the full and final comprehensive list of materials to be supplied along with the time schedule to IOCL. The Bidder shall also submit the detailed technical details of machines and the manufacturing process along with resource planning and scheduling to IOCL before commencement of works and update IOCL on a periodic basis during the work in progress.

2. BROAD SCOPE OF WORK AND TECHNICAL SPECIFICATIONS


2.1. SUPPLY & INSTALLATION OF SEMI-AUTOMATIC SANITARY NAPKINS MANUFACTURING MACHINES

Ultra-thin napkins (280 mm) Wing's as per IS 5405:1980 to be operated by women SHGs at nominated locations

The proposed machine shall produce at least 1,000 sanitary napkins per 8 hours on a daily basis operating for 30 days in a month and its specifications are as follows:

2.1.1. GENERAL

| | |
|--|-----------------------|
| Napkin/pad consists of outer covering with sufficient number of channels for leak protection | Yes |
| Napkin/Pad shall have a non-absorbent barrier on one side which shall have an identifying thread or marking indicating clearly the side of the barrier | Yes |
| Color of Pad | White |
| Adhesive back strip | Yes |
| Soft, comfortable, breathable, odorless, anti-bacterial, non-allergic and bio-compatible | Yes |
| pH of the absorbent material of the napkin | As per IS : 1390-1961 |
| Absorbency with prescribed fluid @ 50 ml/min instead of 30 ml of Cl 5 (1) of IS: 5405/1980 (First Revision) Reaffirmed 2012, with amendment 1, without leakage on bottom and sides | |
| Disposability - Disposable Napkin/Pad with covering removed shall disintegrate in the water in not more than 5 minutes when immersed in 15 liters of water and stirred | |
| Instructions indicating removal of non-absorbent barrier before flushing of Napkin | |

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2.1.2. STANDARD

- 2.1.2.1. Conformity to Indian Standard IS: 5405-1980 (Latest) except for absorbency and size
- 2.1.2.2. Product is BIS Marked
- 2.1.2.3. CM/L No. (If product is ISI marked)

2.1.3. DIMENSIONS


- 2.1.3.1. Size of Napkin (Length*Width*Thickness) (in mm): $(200 \pm 10) * (160 \pm 5) * (10 \pm 1.5)$.
- 2.1.3.2. Weight of single napkin/pad (in grams): 8 ± 1 .
- 2.1.3.3. The thickness of the pad shall be average of the height measured by stacking 10 complete pads.
- 2.1.3.4. Napkin/Pad should have uniform thickness throughout without any wrinkle or distortion.

2.1.4. MATERIAL

- 2.1.4.1. Material of inside cover: cotton
- 2.1.4.2. Absorbent Filler material: cellulose pulp, cellulose wadding
- 2.1.4.3. Absorbent filler shall be free from lumps, oil spots, dirt of foreign material
- 2.1.4.4. The covering of the absorbent filler shall be of a good quality poly-perforated film sleeve, gauze or non-woven fabric with sufficient porosity to permit the assembled pad to meet the absorbency requirement
- 2.1.4.5. If cotton gauze is used for covering of the absorbent filler, it shall confirm to IS 785-1975

2.1.5. PACKING & MARKING

- 2.1.5.1. Primary Packing (No of Pads in a pack)
- 2.1.5.2. Printing on primary packing include logo in four colours using weather proof ink, name, manufacturers, license no., address, length, dimensions, Lot/batch No., Date, month & year of manufacture, date, month & year of expiry, Number of napkins, advice for storage
- 2.1.5.3. Secondary Packing
- 2.1.5.4. Number of Primary packages in Secondary Package

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2.1.5.5. Printing on secondary packaging include generic name of product, Lot/batch No., Date, month & year of manufacture, date, month & year of expiry, manufacturer's name & address, number of primary packages, gross weight, instructions for storage, disposal instructions, method of use and indication as to which side is absorbent etc.

2.1.6. CERTIFICATIONS

2.1.6.1. Submission of Test Report to the buyer on form 39 or form Central Govt/NABL/ILAC accredited lab or Manufacturer's inhouse Test Report to prove the conformity to declared specification at the time of supply

2.1.6.2. Certificate available: Yes

2.1.6.3. Product conformity certificate is to be provided to the buyer: Yes

2.1.7. OEM MANUAL & TRAINING

2.1.7.1. Provision of OEM manual to the SHGs and initial training for machine operations

2.1.8. MAINTENANCE

2.1.8.1. Periodic routine and breakdown maintenance of the Sanitary napkins manufacturing machines at sites


2.2. PROVISION OF RAW MATERIALS

2.2.1. Suitable raw material (wood pulp, top layer, back layer, gum, packing cover, etc) for 8 hours operations per day to be provided on monthly basis (30 days in a month) till 6 Months.

3. SECURITY DEPOSIT

3.1. In partial modification of Clause 2.1.0.0 & Clause 4.4.0.0 of the General Conditions of Contract, the Vendor shall within 10 days from the date of issue of the LOA, furnish Security Deposit against the defect liability period for an amount equivalent to 10% of the work order value. This Security Deposit shall be returned to the vendor after completion of the defect liability period provided no defect has been noticed or reported in the Work or otherwise reported defects has been attended and rectified promptly.

3.2. Security Deposit shall be payable online through Net Banking / NEFT / RTGS. Security Deposit may be furnished through Bank Guarantee (BG) from any


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nationalized / scheduled Bank in the prescribed format (**Annexure-XVIII**), provided the amount of Security Deposit is not less than Rs.1,00,000/- (Rupees One Lakh only).

- 3.3. The above Bank Guarantee (BG) towards Security Deposit cum Performance Guarantee shall be valid in the first instance for a period of 165 days from the date of LOA.
- 3.4. BG, if applicable, shall be submitted by the Vendor (**Annexure-XVIII**) from any scheduled bank in India or any foreign bank operating in India under the rules of Reserve Bank of India.
- 3.5. Security Deposit shall be returned to the Vendor after the validity is over and all the obligations of the vendor under the contract have been met.
- 3.6. MSME vendors are not exempt from payment of Security Deposit / Performance Bank Guarantee.

4. MANUFACTURER’S WARRANTY

- 4.1. Vendor to provide One year warranty period starting the commissioning of the Semi-Automatic Sanitary Napkin Machines in all respect, as per this Tender, and all its components installed by the Bidder. Thus, the manufacturer's warranty for all bought out items shall be made available to the Owner and shall be valid for the entire defect liability period. However, this does not absolve the Vendor of his responsibilities under defect liability clause to perform in attending to the defects noticed and rectifying these without any delay.
- 4.2. Manufacturer's/Vendor’s warranty, for any replaced item shall also be made available to the Owner and shall be kept valid for the original warranty period.
- 4.3. The Vendor shall warrant that the goods supplied will be new and in accordance with the Contract Documents and be free from defects in material and workmanship. The Vendor shall further warrant that the Goods supplied under this contract shall have no defects arising from design, material or workmanship or from any act or omission of the Vendor, which may develop under normal use of the supplied goods in conditions obtaining in the country of final destination.
- 4.4. The Vendor shall replace/ repair to the satisfaction of the Owner any defective parts in the Goods of his own manufacture or those of his Sub-Vendor’s under normal use and arising solely from faulty design, materials and/or workmanship.
- 4.5. The repaired or new parts will be furnished and erected free of cost by the Vendor. If any repair is carried out on his behalf at the Site, the Vendor shall bear the cost of such repairs.

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- 4.6. The cost of any special or general overhaul rendered necessary during the maintenance period due to defects in the hardware or educational digital content or defective work carried out by the Vendor, the same shall be borne by the Vendor.
- 4.7. The acceptance of the Goods by the Owner shall in no way relieve the Vendor of his obligation under this clause.
- 4.8. Timely replacement/ repair of the defective part would be at Vendor's cost.
- 4.9. At the end of the warranty Period, the Vendor's liability ceases except for latent defects.


5. DEFECT LIABILITY PERIOD

- 5.1. In partial modification to clause 5.4.1.0 of GCC, the defect liability period for the works (including the materials incorporated therein within the Vendor's scope of supply) shall be 12 (twelve) months from the date of commissioning of machines in all respect as defined in Clause 29.
- 5.2. The manufacturer's warranty for all bought out items shall be made available to the Owner and shall be valid for the entire defect liability period.

6. PAYMENT SCHEDULE


- 6.1. The payment shall be released on the basis of achievement of Milestones as per payment conditions given below:

| Milestone | Document to certify completion of Milestone | % of total Works cost to be released after Milestone completion |
|--|---|--|
| <p><u>Milestone-I: Only for Machine</u></p> <p>(i) Supply of Semi-Automatic Sanitary Napkin Machine at site with submission of copy of invoices for item number '1' of BoQ on pro-rata basis.</p> | <p>Vendor is to submit list of equipments / components supplied along with proper GST bills.</p> <p>Certificate by DMMU, Uttar Pradesh State Rural Livelihoods Mission (UPSRLM) District Magistrate Office, District Chitrakoot, Uttar Pradesh</p> <p><u>OR</u></p> <p>Designated official of IOCL</p> | 60% |

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| Milestone | Document to certify completion of Milestone | % of total Works cost to be released after Milestone completion |
|--|---|--|
| (ii) Installation of Semi-Automatic Sanitary Napkin Machine at site, testing & commissioning including 10 days training to SHG members at the nominated locations in Chitrakoot district for item number '1' of BoQ on pro-rata basis. | Certificate by DMMU, Uttar Pradesh State Rural Livelihoods Mission (UPSRLM) District Magistrate Office, District Chitrakoot, Uttar Pradesh OR Designated official of Indian Oil Corporation Ltd. | 40% |
| <u>Milestone-II: Only for Supply of Materials for manufacturing of Sanitary Napkins</u> | Certificate by DMMU, Uttar Pradesh State Rural Livelihoods Mission (UPSRLM) District Magistrate Office, District Chitrakoot, Uttar Pradesh OR Designated official of Indian Oil Corporation Ltd. | 15% each month for total 6 months |
| (i) Supply of Raw Material for manufacturing sanitary napkins on monthly basis, payment shall be released @ 15% for item number '2' of BoQ each month on pro-rata basis for total 6 month period. | | |
| (ii) Balance payment of 10% for item number '2' of BoQ shall be released at the end of completion of 6 months. | | 10% at the completion of 6 months |

Note: Bills will be submitted after due verification by the concerned authorities as mentioned above / IOCL Authorised Representative / Engineer-in-charge. Bills will be cleared within 30 days of submission.

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- 6.2. Each stage of payment as indicated hereinabove shall be applicable only when the work has been accepted in accordance with the contract specification up to that particular stage.
- 6.3. The payment against supply of equipment/ material at site will be made by the IOCL only after obtaining an undertaking from the Vendor that such equipment and materials will be incorporated for the works covered under this contract and will not be taken out without IOCL's prior permission. The Vendor has to hypothecate all these equipments/ materials to the IOCL and keep them as issued items to him to for installation and commissioning of the sanitary napkins manufacturing machines and subsequent supply of raw materials at the given time intervals.
- 6.4. All payments will be made in Indian Rupees only.
- 6.5. Payment shall be released through e-banking (online transfer) only.

7. WORKS TIME SCHEDULE:


| | |
|--|--|
| Supply, Installation and Training of Semi-Automatic Sanitary Napkin Machine for item no. '1' of BoQ. | 4 (Four) months from the date of Commencement of Work which shall be taken as the 15 th day from the award of work or actual date of commencement of work, whichever is earlier. Material required during testing, commissioning and training of SHG members is included in item no. 'A' of BoQ. |
| Supply of Raw Material required for Semi-Automatic Sanitary Napkin Machine for item no. '2' of BoQ. | 6 (Six) months – To be provided on monthly basis for a total period of six months after the commissioning of the machines and training of the SHG members i.e. after the completion of the Work in all respect for item no. 'B' of BoQ. |

8. SEVERABILITY

- 8.1. If any term of this Contract shall be held to be invalid, illegal or unenforceable, the remaining terms or provisions shall remain in full force and effect and such invalid, illegal or unenforceable terms and provisions shall be deemed, from the beginning, not to have been part of this Contract.


9. HANDING OVER THE SUPPLIES

- 9.1. Successful Bidder shall supply the mentioned items of Sanitary Napkins Manufacturing Machines to the five SHGs as mentioned in consultation of the District

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Mission Management Unit (DMMU) of Uttar Pradesh State Rural Livelihood Mission (UPSRLM) or any other authorised official of district administration in Chitrakoot district and submit the requisite delivery receipt duly certified (seal & sign) by the DMMU, Chitrakoot district to IOCL. The payment shall be made by IOCL on basis of the delivery receipts duly certified by DMMU of Chitrakoot district, Uttar Pradesh. .

- 9.2. Bidder shall also hand over all technical documents, literature, instruction manuals to the DMMU.
- 9.3. All the aforesaid safeguards / rights provided for IOCL shall not prejudice its other rights / remedies elsewhere provided herein and / or under law.


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CHAPTER-6
GENERAL CONDITIONS OF CONTRACT
(GCC)

(Attached separate to this Tender Document, in the e-Tendering Portal)

| | | |
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CHAPTER-7
ANNEXURE

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LIST OF ANNEXURES

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| Annexure III: | Declaration of relationship with Director |
| Annexure IV: | Details of P.F. Registration |
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| Annexure VII (A): | Form of Tender (Technical Bid) |
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| Annexure XIX: | Undertaking by the bidder(s) to comply non-tampering of Tender Forms & Electronic Data |

All Annexure should be filled or be marked as not applicable and in any case not to be left blank.

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ANNEXURE-I

(On Company Letterhead)

UNDERTAKING BY TENDERER FOR ACCEPTANCE OF TENDER TERMS AND CONDITIONS

UNDERTAKING BY THE TENDERER(S)

NAME OF WORK: _____

Tender No. : _____

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

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

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


SIGNED FOR AND ON BEHALF OF TENDERER(S)

Name of Tenderer(s)

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

Place: _____ Seal & Signature of Tenderer

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

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

ANNEXURE-II

PROFORMA OF DECLARATION OF BLACK LISTING/HOLIDAY LISTING

Name of Job: **SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH.**

TENDER NO: **PBD/AESD/2018-19/PT-05**

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 have been placed on black list or holiday list declared by Indian Oil Corporation Ltd., its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), any other Public Sector Undertaking (PSU), any Municipal Corporation of India, local bodies, civic bodies or the State or Central Government, 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 have or has been placed on blacklist or holiday list declared by Indian Oil Corporation Ltd., its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), any other Public Sector Undertaking (PSU), any Municipal Corporation of India, local bodies, civic bodies or the State or Central Government, 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 Ltd., its Administrative Ministry (presently the Ministry of Petroleum & Natural Gas), any other Public Sector Undertaking (PSU), any Municipal Corporation of India, local bodies, civic bodies or the State or Central Government, except as indicated below:

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

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |


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

Place:

Signature of Bidder:

Date:

Name of Signatory:

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |


ANNEXURE-III

DECLARATION ABOUT THE RELATIONSHIP, IF ANY, WITH IOCL'S DIRECTOR

For the purpose of Section 297/299 of the Companies Act, 1956, we certify that to the best of my/our knowledge:

- (i) I am not a relative of any Director of INDIANOIL;
- (ii) We are not a firm in which a Director of INDIANOIL or his relative is a partner;
- (iii) I am not a partner in a firm in which a Director of INDIANOIL or his relative is a partner;
- (iv) We are not a private company in which a Director of INDIANOIL is a Member or Director;
- (v) We are not a company in which Directors of INDIANOIL hold more than 2 % of the paid-up share capital of our company or vice-versa.

(STAMP & SIGNATURE OF TENDERER)

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

ANNEXURE-IV

DETAILS OF P.F. REGISTRATION

Name of Job: **SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH.**

TENDER NO: PBD/AESD/2018-19/PT-05

Bidder to furnish details of Provident Fund Registration:

PF REGISTRATION NO:

DATE OF ISSUANCE:

NAME OF ISSUING AUTHORITY:


Copy of the PF registration certificate to be attached)

DISTRICT & STATE:

We hereby confirm that the above PF Account is under operation presently and shall be used for all PF related activities for the labour engaged by us in the present work (if awarded to us).

We hereby declare that we have duly cleared any and all of the dues payable by us to our Labour/Casual labours the Provident fund, ESI and as on date of submission of our bid no payment is due for payment to the Provident Fund /ESI

(Signature of the Bidder with Seal)


| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

ANNEXURE – V

Details of Past Experience in Supplying of SANITARY NAPKINS MACHINES in last 5 years

| S. No. | Description of the work (Size and type of work done to be mentioned) | Location of the work | Client details (Name, contact nos., officer-in-charge) | Date of Commencement of work | Scheduled Completion Time (Months) | Date of Actual Completion | Reasons for delay in works completion , if any | Documentary evidence Pg No. |
|--------|--|----------------------|--|------------------------------|------------------------------------|---------------------------|--|-----------------------------|
| | | | | | | | | |

Each of the entry would have to be supported with documentary evidence in the form of copy of Work Order containing detailed Scope of Work and respective Completion certificate/Commission certificate


| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

ANNEXURE-VI


SUMMARY OF INFORMATION PERTAINING TO TENDERER

(to be furnished by Tenderer)

| | | |
|-------------|---|--|
| 1. | In case of Individual | |
| 1.1 | Name of Business | |
| 1.2 | Whether his business is registered | |
| 1.3 | Date of Commencement of business | |
| 1.4 | Whether he pays Income Tax over Rs.10,000/- per year | |
| 1.5 | Whether he is a Director or is related to any Director of IOC present or retired within the past 2 years | |
| 1.6 | Permanent Account Number | |
| 1.7 | What are his profits/losses for the past 3 (three) years with a copy of Balance Sheet and Profit & Loss Account for the past 3 (three) years with a copy of the audited Balance Sheets and Profit & Loss account for the past 3 (three) years | |
| 1.8 | What are his concurrent job commitments | |
| 1.9 | How does he propose to finance the work if awarded to him | |
| 1.10 | Provident Fund Code Number | |
| 1.11 | ESI Code Number if the job site is covered by the ESI Act | |
| 2. | In case of Partnership | |
| 2.1 | Name of Partners | |
| 2.2 | Whether the partnership is registered | |
| 2.3 | Date of establishment of firm | |
| 2.4 | If each of the partners of the firm pays Income tax over Rs.10,000/- a year and if not, whoever of them pays the same | |
| 2.5 | Whether any partner of the firm is a Director or | |


| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

| | | |
|-------------|--|--|
| | is related to any Director of IOC, present or retired within the past 2 years | |
| 2.6 | Permanent Account Number | |
| 2.7 | What are the firm's profits/losses for the past 3 (three) years with a copy of Balance Sheet and Profit & Loss Account for the past 3 (three) years | |
| 2.8 | What are the firm's concurrent job commitments | |
| 2.9 | How does the firm propose to finance the work if awarded to him | |
| 2.10 | Provident Fund Code Number | |
| 2.11 | ESI Code Number if the job site is covered by the ESI Act | |
| 3. | In case of Limited Company or Company Limited by Guarantees : | |
| 3.1 | Amount of paid up capital | |
| 3.2 | Name of Directors | |
| 3.3 | Date of Registration of Company | |
| 3.4 | Copies of the Balance Sheet of the company of the last 3 (three) years | |
| 3.5 | Whether any of the Directors of the Company is a Director or is related to any Director of IOC, present or within the past 2 (two) years | |
| 3.6 | Permanent Account Number | |
| 3.7 | What are the Company's profits/losses for the past 3 (three) years with a copy of the audited Balance Sheet for the past 3 (three) years 3.8 What are the company's on current job commitments | |
| 3.8 | How does the Company propose to finance the work if awarded to it | |
| 3.9 | Provident Fund Code Number | |
| 3.10 | ESI Code Number if the job site is covered by the ESI Act | |

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

Contact Details


| | | |
|---|-------------------------------------|--|
| 1 | Full Legal Name of Bidder's Company | |
| | Country of Registration | |
| | Registered Office Address | |
| | Telephone Number | |
| | Fax Number | |
| | E-Mail Address | |
| Contact Person Details | | |
| 2 | Name | |
| | Mobile Number | |
| | Designation | |
| | E-Mail ID | |
| Power of Attorney for signing of Tender and Contact Details | | |
| 3 | Name | |
| | Title | |
| | Telephone Number | |
| | Fax Number | |
| | E-Mail Address | |
| | Address | |
| 4 | Company's Registration No. | |
| 5 | GST Registration No. | |

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

EMD Details

| NEFT / RTGS transaction Number OR BG number | Name & Branch Address of Bank | Amount (Rs) | Bank Instrument Validity upto |
|---|-------------------------------|-------------|-------------------------------|
| | | | |

The Bidder may use additional page to furnish details if the space provided in this form is inadequate.

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

ANNEXURE VII (A)

FORM OF TENDER (TECHNICAL BID)

(To be filled up by the Tenderer)

Serial No.

Date:

From:

To,

Indian Oil Corporation Ltd.

Alternate Energy & Sustainable Development,

5th Floor, Core-6, SCOPE Complex,

Lodhi Road, New Delhi-110003.


Tender No. _____

Dear Sirs,

Having examined the Tender Documents consisting of the Tender Notice, Notice inviting tender, Instructions to Bidder, Special Conditions of Contract, Scope of Work, General Conditions of Contract, Special Instruction to Bidders for Participation in e-Tendering, Specifications, Plans, Drawings, Time Schedule, Form of Contract, Form of Schedule of Rates, and Addendum(a) to the Tender Documents, and having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of Indian Oil Corporation Ltd. (IOCL) relative to the work tendered for in connection with the _____

and having conducted a thorough study of the job site(s) involved, the site conditions, labour, power, material and equipment availability, the transport and communication facilities, the availability and suitability of borrow areas, the availability of land for right of way and temporary office accommodation and quarters and all other facilities and things whatsoever necessary for or relative to the formulation of the tender or the performance of work, I/we hereby submit my/our tender offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents.

In consideration of the sum of Rupee 1/- (Rupee one) only paid to me/us by Indian Oil Corporation Ltd., by adjustment in the price of Tender Documents, I/We further undertake to keep my/our this tender offer open for a period of not less than 4 (four) months from the scheduled date of opening of Tender as specified in the Notice Inviting Tenders forming part of the Tender Documents.


| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

I/We hereby further state that I/We/None of us (in the case of partnership firm) and none of our Directors (in the case of a Company) was/were employed as Directors of Indian Oil Corporation Ltd., during the period of 2 (two) years immediately preceding the date hereof OR I/We hereby declare that I/Shri _____ one of our partners (in the case of partnership firm/Directors in the case of a Company) was employed as a Director in Indian Oil Corporation Ltd., during the period of 2 (two) years immediately preceding the date hereof and that I/Shri _____ have/has obtained previous permission of Indian Oil Corporation Ltd. to bid for this tender. OR Shri _____, one of our partners is related to Shri _____ who was employed as a director in Indian Oil Corporation Ltd. during the preceding 2 (two) years as follows:

[State Relationship]

I/We have annexed to this Bid the following documents:

- i) Complete set of Tender Documents (including written clarifications and Addenda, if any) duly filled in and signed by the tenderers as prescribed in different clauses of the Instructions to Bidders.
- ii) Schedule of Rates in the prescribed form.
- iii) Earnest Money amounting to and in the manner specified in these Instructions to Bidders.
- iv) Original Power of Attorney or other proof of authority of the person who has signed the Tender OR copy of Power of Attorney attested by a Gazetted Officer or a Notary Public in proof of the authority of the person who has signed the Tender.
- v) Audited Balance Sheets of the last 3 (three) years. In the case of a bid by an unqualified joint venture company, the audited Balance Sheets of the qualified joint venture shareholder(s) for the last 3 (three) years shall also be furnished. In case of a consortium bid, the audited Balance Sheet of each of the consortium members for the last 3 (three) years shall be furnished.
- vi) Form of Tender. If the tender is called in 2 (two) separate parts, the tenders in the relevant Form of Tender as prescribed shall be submitted with respect to each part.
- vii) Information regarding tenderer in the form **Annexure**.
- viii) Tenderer's past experience of comparable nature in the prescribed form accompanied by documents supporting the successful completion of claimed works.
- ix) Declaration of Blacklisting in the prescribed form.
- x) Declaration on Child Labour in prescribed form.
- xi) Details of Provident Fund Code Number.
- xii) Details of ESI Code Number.
- xiii) Any other Additional Documents as required to be submitted as per this tender.

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

I/We hereby undertake that the statements made herein/information given in the Annexures referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling Indian Oil Corporation Ltd. to avoid any resultant contract.

I/We further undertake as and when called upon by Indian Oil Corporation Ltd. to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

I/We confirm having deposited Earnest Money of Rs. (Rupees) as detailed hereunder:

(Signature(s) of the Tenderer(s))


Name & Designation of authorised person
signing the Tender on behalf of the Tenderer(s)

Witness:

Signature:

Name:

Occupation:

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

ANNEXURE VII (B)

FORM OF TENDER (PRICE BID)

(To be filled up by the Tenderer)

Serial No.

Date:

From:

To,

Indian Oil Corporation Ltd.

Alternate Energy & Sustainable Development,

5th Floor, Core-6, SCOPE Complex,


Lodhi Road, New Delhi-110003.

Tender No. _____

Dear Sirs,

Having examined the Tender Documents consisting of the Tender Notice, Notice inviting tender, Instructions to Bidder, Special Conditions of Contract and Scope of Work, General Conditions of Contract, Special Instruction to Bidders for Participation in e-Tendering, Time Schedule, Form of Contract, Form of Schedule of Rates, and Addendum(a) to the Tender Documents, and having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of Indian Oil Corporation Ltd. relative to the work tendered for in connection with the _____ and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of borrow areas, the availability of land for right of way and temporary office accommodation and quarters and all other facilities and things whatsoever necessary for or relative to the formulation of the tender or the performance of work, I/we hereby submit my/our tender offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents at the rate(s) quoted by me/us in the accompanying Schedule of Rates based on the Form of Schedule(s) of Rates included within the Tender Documents.

If the work or any part thereof is awarded to me/us, I/ We undertake to perform the work in accordance with the Contract Documents as defined in the Form of Contract forming part of the Tender Documents and accept the terms and conditions of Contract as laid down therein and undertake within 10 (ten) days of receipt of acceptance of Tender to pay to and/or deposit with the Accounts Officer, _____(Name of the Work) Indian Oil Corporation Ltd.

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

(Alternate Energy & Sustainable Development, Planning & Business Development) a sum which together with the amount of earnest money deposited by me/us in terms hereof, shall make 2 ½% (two and one-half percent) of total contract value as specified in the Acceptance of Tender for the purpose of security deposit, by any one or more of the modes of payments specified in this behalf in the General Conditions of Contract, and to commence work at each job site(s) involved within 10 (ten) days of handing over the job site or any part thereof to me/us, and to sign the formal Contract in the terms of the form of contract forming part of Tender Documents, within 10 (ten) days of receipt of Letter of Acceptance from and on behalf of Indian Oil Corporation Ltd., in this behalf failing which Indian Oil Corporation Ltd., shall be at liberty, without reference to me/us and without prejudice to any of its rights or remedies, to terminate the Contract and/or to forfeit the earnest money deposited in terms hereof.

In consideration of the sum of Rupee 1/- (Rupee one) only paid to me/us by Indian Oil Corporation Ltd., by adjustment in the price of Tender Documents, I/We further undertake to keep my/our this tender offer open for a period of not less than 4 (four) months from the scheduled date of opening of Tender as specified in the Notice Inviting Tenders forming part of the Tender Documents.

I/We have annexed to this Bid the following documents:

1. Schedule of Rates in the prescribed form.
2. Original Power of Attorney or other proof of authority of the person who has signed the Tender OR copy of Power of Attorney attested by a Gazetted Officer or a Notary Public in proof of the authority of the person who has signed the Tender.

I/We hereby undertake that the statements made herein/information given in the Annexure referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling Indian Oil Corporation Ltd. to avoid any resultant contract.

I/We further undertake as and when called upon by Indian Oil Corporation Ltd. to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

(Signature(s) of the Tenderer(s))


Name & Designation of authorised person
signing the Tender on behalf of the Tenderer(s)

Witness:

Signature:

Name:

Occupation:

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

ANNEXURE-VIII

ANNUAL TURNOVER

(Each Bidder must fill in this form)

Annual Turnover data for the last 3 financial years (2015-16, 2016-17, 2017-18):

| S. No. | Year | Annual Turnover (in Rs./-) | | Documentary Evidence Pg No. |
|--------|------|----------------------------|----------|-----------------------------|
| | | In Figures | In Words | |
| 1 | | | | |
| 2 | | | | |
| 3 | | | | |


1. The information supplied should be the Annual Turnover of the bidder
2. **The annual turnover figures quoted by the bidder must be supported by CA certified audited balance sheet, P&L account and auditor's report for the years mentioned.**

Place:

Name:

Designation:

Date:


| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

ANNEXURE-IX

IOCL's Bank Details for remittance of Earnest Money Deposit

| | | |
|-----------|------------------------------------|--|
| 1. | Name of the account holder: | INDIAN OIL CORPORATION LTD |
| 2. | Beneficiary Address | Indian Oil Corporation Limited, 5th Floor, Core-6, SCOPE Complex, Lodhi Road, New Delhi - 110 003 |
| 3. | Account Number | 00000010813605465 |
| 4. | Name of the Bank | STATE BANK OF INDIA |
| 5. | Name of the Branch | CAG II NEW DELHI |
| 6. | Bank Address | 4TH AND 5TH FLOOR RED FORT CAPITAL PARSV NATH TOWERS BHAI VEER SINGH MARG NEWDELHI 110001 |
| 7. | IFSC/RTGS Code | SBIN0017313 |

Note: In case of remittance of EMD amount through ECS, the details of the deposit (Name of the Bank, Transaction details such as NEFT / RTGS / SWIFT details for tracing remittance etc.) shall be furnished by the bidder in the technical offer itself.

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

ANNEXURE-X

LETTER OF AUTHORITY

PROFORMA FOR LETTER OF AUTHORITY FOR ATTENDING AND SUBSEQUENT
NEGOTIATIONS/CONFERENCES

No.

Date:

Dear Sir,

We _____ hereby authorize following representative(s) to attend Pre Bid Meeting / for any other correspondence and communication against above Bidding Document:

- 1) Name & Designation _____ Signature _____
- 2) Name & Designation _____ Signature _____

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Place:


Name:

Designation:

Date:

Note:

- i. This letter of authority should be on the letterhead of the bidder and should be signed by a person competent and having the power of attorney to bind the bidder.
- ii. Not more than two persons are permitted to attend Pre Bid meeting/ any other correspondence and communication against the above Bidding document
- iii. Bidder's authorized executive is required to carry a copy of this authority letter while attending the Pre Bid Meeting/ any other correspondence against the above bidding document and submit the same to IOCL.

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

ANNEXURE-XI

DISCLAIMER

Bidders should ensure that bidding document is complete in all respects. In the event that the bidding document or any part thereof is mutilated or missing, the bidder shall notify IOCL immediately at the following address:

DGM (AE),
Indian Oil Corporation Limited
Business Development – AE&SD
Scope Complex, Core 6, 5th Floor
7, Institutional Area, Lodhi Road
New Delhi-110003

In the event such written notice is not received at the aforementioned office within seven (7) days from the date of issue of the bidding document to the bidder, the bidding documents received by the bidder shall be deemed to be complete in all respects. No extension of time shall be granted under any circumstances to any bidder for submission of its bid on the grounds that the bidder did not obtain a complete set of the bidding document.


IOCL makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding documents.

Place:

Name:

Designation:

Date:

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

ANNEXURE-XII

Name of Job: **SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH.**

TENDER NO: **PBD/AESD/2018-19/PT-05**

FORM OF CONTRACT

THIS CONTRACT made at New Delhi this _____ day of _____; BETWEEN INDIAN OIL CORPORATION LTD., a Government of Indian Undertaking registered in India under the Indian Companies Act 1956, having its registered office at G-9, Ali Yavar Jung Marg, Bandra (East), Bombay- 400 051 (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part; AND _____ carrying on business in sole proprietorship/carrying on business in partnership under the name and style of _____ a Company registered in India under the Indian Companies Act, 1913/1956 having its registered office at _____ (hereinafter referred to/as collectively referred to as the "Bidder" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

WHEREAS


The OWNER desires to have executed the work of _____ more specifically mentioned and described in the contract documents (hereinafter called the "work" which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the BIDDER for the said work.

NOW, THEREFORE THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1

CONTRACT DOCUMENTS

- 1.1 The following documents shall constitute the Contract documents, namely:
 - a) This Contract;
 - b) Tender Documents as defined in the General Instructions to Tenderers;
 - c) Letter of Acceptance of Tender along with Fax / Telegram of Intent
- 1.2 A copy of each of the Tender Documents and addendums issued thereon is annexed hereto and the said copies have been collectively marked Annexure 'A' while a copy

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
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of the Detailed Letter of Acceptance of Tender along with Annexure thereto and a copy of Letter of Acceptance dated_____ are annexed hereto and said copies have been collectively marked as Annexure - 'B'.

ARTICLE - 2

WORK TO BE PERFORMED

- 2.1 The **VENDOR** shall perform the said work upon the terms and conditions and within the time specified in the Contract Documents.

ARTICLE - 3

COMPENSATION

- 3.1 Subject to and upon the terms and conditions contained in the Contract documents, the **OWNER** shall pay **VENDOR** compensation as specified in the Contract documents upon the satisfactory completion of the work and/or otherwise as may be specified in the Contract documents.

ARTICLE - 4


JURISDICTION

- 4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at _____ (where this Contract has been signed on behalf of the **OWNER**) and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

ARTICLE - 5

ENTIRE CONTRACT

- 5.1 The Contract documents mentioned in Article - I hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the work are hereby cancelled.

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
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ARTICLE - 6

NOTICES

- 6.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the **VENDOR** on the **OWNER** with reference to the Contract shall be deemed to have been sufficiently served upon the **OWNER** (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.
- 6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the **OWNER**, any notice, order or other communication sought to be served by the **OWNER** on the **VENDOR** with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the **VENDOR** at or to the **VENDOR** 's representatives as referred to in the General Conditions of Contract forming part of the Contract Documents.

ARTICLE-7

WAIVER

- 7.1 No failure or delay by the **OWNER** in enforcing any right or remedy of the **OWNER** in terms of the Contract or any obligation or liability of the **VENDOR** in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the **OWNER** and notwithstanding such failure or delay, the **OWNER** shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.
- 7.2 The **VENDOR** hereby waives all rights contrary to the terms and conditions of the Contract.


ARTICLE-8

NON-ASSIGNABILITY

The Contract and benefits and obligations thereof shall be strictly personal to the **VENDOR** and shall not on any account be assignable or transferable by the **VENDOR**.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate the place, day and year first above written.

SIGNED AND DELIVERED

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIALS FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH. |

For and on behalf of
INDIAN OIL CORPORATION LTD.

By

In the presence of:

- 1.
- 2.

SIGNED AND DELIVERED


For and on behalf of..... (BIDDER)

by..... (This day of _____ 20__).

In the presence of:

- 1.
- 2 .

*(Strike off which is not applicable)

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
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ANNEXURE -XIII

(On company's letterhead)

FORMAT OF LETTER OF WAIVER OF CONDITIONS / DEVIATIONS

Date:

Name of Job: **SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH.**

TENDER NO: **PBD/AESD/2018-19/PT-05**

We M/s., hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Bidding documents and all Addenda / Corrigenda / Amendments issued by M/s. Indian Oil Corporation Limited.


We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever hereto set out, given or indicated in our offer, clarifications, correspondence, communications or otherwise with a view that the final price bid submitted may be treated to confirm in all respects, with the terms and conditions of the said Bidding documents including all Addenda / Corrigenda / amendments.

We further hereby confirm that the currencies of price in the price bid are as per the provisions of the Bidding documents and there is no deviation to the provisions in the final price bid.

(STAMP & SIGNATURE OF BIDDER)

Place: _____

Date: _____

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH |

ANNEXURE- XIV

EXCEPTIONS AND DEVIATIONS STATEMENT

Name of Job: **SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH.**


TENDER NO: **PBD/AESD/2018-19/PT-05**

Bidder may stipulate exceptions and deviations to Tender Document, if considered unavoidable as per the following format:

| S. NO. | PAGE NO. OF BID DOCUMENT | CLAUSE NO. | ORIGINAL TENDER CLAUSE | DEVIATIONS |
|--------|--------------------------|------------|------------------------|------------|
| | | | | |

All exceptions/ deviations taken by Bidder to the stipulations of the Tender Document shall be brought out in the technical bid (and not in the price bid) as per this format. Any exceptions/ deviations brought out elsewhere in the bid shall not be construed as valid.

STAMP & SIGNATURE OF BIDDER

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH |

ANNEXURE-XV

FORMAT FOR ADVICE OF VENDOR BANK DETAILS

(On the Letterhead of the Bidder)

Date:


To

Indian Oil Corporation Limited
 Business Development – AE&SD
 Scope Complex, Core 6, 5th Floor
 7, Institutional Area, Lodhi Road
 New Delhi-110003

Dear Sir,

With reference to the P.O / W.O. / Contract ref no. _____ dated _____ awarded to us by IOCL, we hereby give our consent to accept the related payments of our claims/bills on IOCL through Cheques or Internet based online e-payments system at the sole discretion of IOCL. Our Bank account details for the said purpose are as under:

| S. No. | Particulars | Details |
|---------------|---|----------------|
| 1 | Name and address of the Beneficiary. | |
| 2 | Account Number of Beneficiary | |
| 3 | Account Classification (CA/CC-11 or 29) & SB-10 as per cheque leaf. | |
| 4 | Name & Address of the Bank Branch (where payments are to be sent by IOCL) | |
| 5 | Branch Name/Code | |
| 6 | The 09 Digit MICR code of the Branch (as | |

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH |

| | | |
|----|--|--|
| | appearing on the MICR cheque) | |
| 7 | IFSC Code of the bank Branch for RTGS mode. | |
| 8 | IFSC Code of the bank Branch for NEFT mode. | |
| 10 | Any other Particulars (to be advised by beneficiary for the E payments purposes) | |
| 11 | Vendor Code (to be filled by IOCL's Deptt Only) | |
| 12 | PERMANENT ACCOUNT NUMBER | |
| 13 | MOBILE NUMBER (FOR SMS ALERTS) | |

Please attach a blank copy of the **cancelled cheque/photocopy of the cancelled cheque** issued by your bank relating to the above account number for verifying the accuracy of bank account is enclosed.

A Copy of PAN Card duly attested by authorized signatory for verifying the accuracy of the PAN is enclosed.


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

Signature Of account Holder

With Company Stamp (if a company)

Date:/Place

(Encl: one cheque/photocopy of cheque duly cancelled & copy of PAN card)

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
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*** We hereby confirm that the above bank account details of beneficiary are correct in all respects and the account of beneficiary (IOCL Vendor) is maintained at out bank branch

(Name of the Bank & Branch)

Authorized signatory

*** Verification required only in case

- a) Vendors not providing a cancelled cheque leaf or if vendors name is not printed/appearing on the cancelled cheque leaf submitted to IOCL office.
- b) Change in existing bank details.

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH |

ANNEXURE-XVI

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

I/We hereby declare that:


- a) We are committed to elimination of child labour in all its forms.
- b) Neither we nor any of our nominated sub-vendor(s) are engaging Child Labour in any of our work(s) in terms of the provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable laws.
- c) We as well as our nominated sub-vendor(s) undertake to fully comply with provisions of The Child Labour (Prohibition and Regulation) Act, 1986 and other applicable labour laws, in case the work is awarded to us.
- d) It is understood that if I/We, either before award or during execution of Contract, commit a transgression through a violation of Article b/c above or in any other form, such as to put my/our reliability or credibility in question, the Owner is entitled to disqualify us from the Tender process or terminate the Contract, if already executed or exclude me/us from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Owner. Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Owner.
- e) I/We accept and undertake to respect and uphold the Owner's absolute right to resort to and impose such exclusion.

Place:

Signature of Bidder:

Date:

Name of Signatory:

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH |


ANNEXURE -XVII

PROFORMA OF CERTIFICATE FOR NON-INVOLVEMENT OF AGENT

This is to certify that we have not engaged / involved any Agent/ Representative/ BIDDER/ Retainer/ Associates who is not an employee of _____ (name of your company) on payment of any remuneration in India or abroad for this Work. Therefore, no agent's/ Representative's/ BIDDER's/ Associate's commission is payable in India or abroad against this Contract.

Yours faithfully,

For _____

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH |

ANNEXURE-XVIII (A)

COVER LETTER OF BANK GUARANTEE

_____ Bank
 ____ (Address of bank issuing BG) ____

Telephone Number of issuing bank _____
 E-mail ID of issuing bank _____


To
 INDIAN OIL CORPORATION LIMITED
 Alternate Energy & Sustainable Development,
 5th Floor, Core-6, SCOPE Complex,
 New Delhi-110003.

Sub : Cover letter of bank guarantee

This covering letter is issued to be annexed to the Bank Guarantee No. _____ dated _____ for an amount of Rs. _____ (in words) on behalf of _____ valid till _____ and issued by this office under the joint signatures of

1. *Name, Designation and Contact Number of bank officer*
2. *Name, Designation and Contact Number of bank officer*

A Confirmation of this guarantee, if the same is desired, should be obtained from the controlling office for the above mentioned branch as under:


| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH |

Controlling office address

For _____ Bank

(Name & Signature with Stamp of Bank officer 1)

(Name & Signature of officer 2)

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH |

ANNEXURE-XVIII (B)

FORM OF BANK GUARANTEE IN LIEU OF SECURITY DEPOSIT

BG NO: _____

DATED: _____

VALID UPTO: _____

To,


Indian Oil Corporation Limited

In consideration of Indian Oil Corporation Limited (AE&SD Department, Corporate Office) (hereinafter called "the Corporation" which expression shall include its successors and assigns), having awarded certain work for and relative to _____ (Name of the Work) to _____ (Name and address of the Vendor) (hereinafter called "the Vendor" which expression shall include its successors and assigns), upon certain terms and conditions inter-alia mentioned in the Corporation's Letter of Acceptance No. _____ dated _____ read with the relative Tender Documents (hereinafter collectively called "the Contract", which expression shall include any formal contract entered into between the Corporation and the Vendor in supersession of the said Letter of Acceptance and all amendments and/or modifications in the contract) inclusive of the condition that the Corporation may accept a Bank Guarantee/Undertaking of a Scheduled Bank in India in lieu of Cash Deposit of the Initial Security Deposit as provided for in General Conditions of Contract forming part of the said Tender Documents:

We _____ (Name of the Bank), a body registered / constituted under the _____ Act, having our Registered Office / Head Office at _____ (hereinafter called "the Bank" which expression shall include its successors and assigns), at the request of the Vendor and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay to the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction and without reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).


AND the Bank doth hereby further agrees as follows :-

1. This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Corporation upon the Bank made up to the midnight of _____

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
| | TENDER TITLE: | SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH |

provided that the Bank shall upon the written request of the Corporation made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Corporation.

2. The Corporation shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to amend or vary the Contract and/or any of the terms and conditions thereof or relative to the said Initial Security Deposit or to extend time for performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the Vendor and/or the powers or remedies exercisable by the Corporation against the Vendor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract or the said Initial Security Deposit or the securities available to the Corporation or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Vendor or any other forbearance, act or omission on the part of the Vendor or of any indulgence by the Corporation to the Vendors or of any other act, matter or thing whatsoever which under the law relating to sureties or otherwise which could but for the provision have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.
3. The obligations of the Bank to the Corporation hereunder shall be as principal to principal and shall be wholly independent of the contract and it shall not be necessary for the Corporation to proceed against the Vendor before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other Guarantee/undertaking or security for any indebtedness of the Vendor to the Corporation (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
4. The amount stated by the Corporation in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Corporation for the purpose of these presents be conclusive of the amount payable by the Bank to the Corporation hereunder.
5. The liability of the Bank to the Corporation under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Vendor and the Corporation, the Vendor and the Bank and/or the Bank and the Corporation or otherwise howsoever touching or affecting these presents for the liability of the Vendor to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Vendor or

| | | |
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|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
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any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Corporation in terms hereof.

6. The Bank shall not revoke this undertaking during its currency except with the previous consent of the Corporation in writing and also agrees that any change in the constitution of the Vendor or the Bank or the Corporation shall not discharge the Bank's liability hereunder.
7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by bank.
8. Notwithstanding anything contained herein:
 - i. The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);
 - ii. This guarantee/undertaking shall remain in force upto _____ and any extension(s) thereof; and
 - iii. The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.
9. The Bank doth hereby declare that Shri _____ (Name of the person signing on behalf of the Bank) who is _____ (his designation), is authorised to sign this undertaking on behalf of the Bank and to bind the Bank hereby.

Dated this _____ day of _____ 20_____.


Yours faithfully,

Signature: _____

Name & Designation: _____

Name of the Branch: _____

Dated: _____

| | | |
|---|----------------------|--|
|  IndianOil | TENDER NO: | PBD/AESD/2018-19/PT-05 |
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ANNEXURE-XIX

(On Company Letterhead)

UNDERTAKING BY THE BIDDER(S) TO COMPLY NON-TAMPERING OF TENDER FORMS & ELECTRONIC DATA

Name of Work: **SUPPLY, INSTALLATION, COMMISSIONING OF FIVE NUMBER OF SANITARY NAPKINS MANUFACTURING MACHINES INCLUDING RAW MATERIAL FOR SIX MONTHS AT NOMINATED LOCATIONS IN CHITRAKOOT, UTTAR PRADESH.**

Tender No.: **PBD/AESD/2018-19/PT-05**

I/We have downloaded the tender form from the internet site <https://iocletenders.nic.in> and I/we have not tampered with / modified the tender forms and electronic data contained therein in any manner. In case, if the same is found to be tampered with / modified, I / we understand that my / our tender will be summarily rejected and full Earnest Money Deposit will be forfeited and I/we am/are liable to be banned from doing business with Indian Oil Corporation Ltd. and/or prosecuted.

SIGNED FOR AND ON BEHALF OF

(Name of Bidder)

Seal & Signature of Bidder

Date: _____

Place: _____

NOTE:

This declaration should be signed by the Bidder's authorized representative who is digitally signing the Bid, On Company Letterhead, and scanned copy to be uploaded