

REQUEST FOR QUOTATION (RFQ)

* ENQUIRY/ RFQ NO. BM/A457-057-XD-MR-0322/7034

Date: 31-Mar-2014

	Client : Indian Oil Corporation Limited Project : INDADEPT-G Unit at Guwahati Refinery, INDIA MR No. : A457-057-XD-MR-0322 Rev. A (CAT- I) Item : TRANSFORMER DISTRIBUTION UPTO 5 MVA Due Date: Up to 1400 hrs. (IST) on 28-Apr-2014
UNPRICED BID OPENING :	Public Opening: At 1500 Hrs. (IST) on 28-Apr-2014 at Engineers India Limited, A.G. Towers, 5 th Floor, 125/1 , Park Street, Kolkata □ 700 017 (India)
PRICED BID OPENING :	Public Opening □ Date, Time & Venue shall be intimated later to Techno-Commercially acceptable bidder.

Gentlemen,

- Bids are requested on behalf of our client M/s. Indian Oil Corporation Limited (IOCL), for the captioned item in complete accordance with enquiry documents/ attachments.
- Bidders have to download the RFQ Documents from EIL's website <http://tenders.eil.co.in> or <https://eprocure.gov.in/eprocure/app>. **No hard copy of the RFQ shall be issued.**
- Bidder should submit their bid strictly as per the requirements outlined hereunder and as specified in the RFQ/ Material Requisition.

COMMERCIAL SECTION:

Bidder shall submit the following documents duly filled in, signed & stamped by authorized person:

- Agreed Terms & Conditions (ATC) along with its annexure (Foreign/Indigenous), as applicable
- Declaration of Black List/ Holiday List of Supplier as per Attachment-II of Special Instructions to Bidders (SITB)
- Declaration of Liquidation / Court Receivership as per Attachment-III of SITB
- Un-priced copy of Price Schedule (Prices blanked out indicating □Quoted/Not Quoted□)
- Packing, Marking, Shipping & Documentation Specification (For Indigenous/Imported Materials), as applicable
- The Bidders shall be required to furnish their prices only in □Price Schedule Format□ in hard copy. The hard copy of priced bid shall be kept in a sealed envelope (Part-II) and opened at the time of priced bid opening, for Techno-Commercially acceptable Bidder.

TECHNICAL SECTION:

Technical specifications should be strictly as per Material Requisition attached. It may be noted that the bid shall be evaluated as received and technical queries may not be issued.

4. Bids should be submitted separately in two parts, in sealed envelopes pasted with corresponding cut-out slips to be generated & obtained from EIL web site, as mentioned below.

Part-I: 5 (Five) (Original + Four Copy) Identical Copies of Unpriced Bid; complete with technical & commercial details (as applicable) including unpriced copy of Price Schedule (i.e. identical to Part-II with PRICES BLANKED OUT and replaced by ☐Quoted☐or ☐Not Quoted☐). All technical details as per MR shall be submitted in Unpriced offer.

Part-II : 2 (TWO) (ORIGINAL + ONE COPY) COPIES OF PRICED BID shall contain only prices on the prescribed Price Schedule format (along with the covering letter as submitted with the unpriced bid) and shall be submitted **without any technical and commercial details**. Technical & commercial terms given in part ☐ I of bid shall only be considered for evaluation.

The two envelopes containing Part I & II of bids respectively should be enclosed in a common outer envelope duly sealed and pasted with the corresponding **CUT-OUT** slip.

Bidder shall ensure that the envelopes used are strong enough to withstand the weight and en-route handling by Postal Departments, Courier Service etc.

Important note: EIL has activated online generation of cut out slips in Bidder's module of EIL website <http://tenders.eil.co.in>. Hence it is mandatory for the bidder to generate cut out slips by clicking the link 'Generate Cut Out slips for Envelopes' and paste the same on the respective bid envelope. Printing of cut out slips to be done using Laser/ Inkjet printers only.

5. **Delivery/ Completion Period:**

Indian Bidder:-

- a. **For Supply: 08 (Eight) months on FOT Site basis**, from the date of issue of Fax of Acceptance. Date of receipt of material at site/ stores shall be considered as the date of delivery.

Note: Non compliance to the required delivery/completion period shall result in rejection of bid.

6. **Payment Terms:**

Payment terms shall be as per Clause 1.2 of **Special Instruction to Bidders (SITB)**

7. **Third Party Inspection Agency (TPIA): Bidder's quoted price should be inclusive of third party inspection charges by any of CEIL / LRS / DNV / BV / TUV India Pvt. Ltd. / TUV South Asia Pvt. Ltd./SGS India Pvt. Ltd.**

8. The Offer should be **valid for 4 (Four) Months from the final due date** for submission of Bid.

Note: Non compliance to the required bid validity shall result in rejection of bid.

9. Bidding currency shall be Indian Rupees for Indian Bidders and US Dollars/ Euros/ GBP/ YEN/ SGD and/or Indian Rupees for Foreign Bidders.

10. The Bidders should respond to this enquiry either by submitting their bids or by explaining the reason for non submission of offer. No response may cause for non issuance of enquiry in future.

11. Pre-bid Meeting: Not Applicable

12. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser/Consultant shall in no case be responsible or liable for these costs regardless of the conduct or outcome of the bidding process.

13. Bidders shall quote based on their capabilities as registered with EIL on the date of issue of RFQ.
14. Bidders are required to submit their bids through Courier/ freight forwarding agent on free domicile shipment basis (where all the charges, including customs duty are to be borne by the bidder) on free delivery to IOCL.
15. Bids complete in all respects should reach EIL office (**Engineers India Limited, A.G. Towers, 5th Floor, 125/1, Park Street, Kolkata-700 017, India**), on or before the **BID-DUE DATE AND TIME SPECIFIED ABOVE**. If the particular day happens to be a declared holiday in EIL-Kolkata, the next working day shall be considered.
16. The EIL will open bids, in the presence of bidders' representatives who choose to attend, at date, time and venue as mentioned in the RFQ. **Only representatives having letter of authority as per proforma enclosed for attending unpriced/ priced bid opening, will be allowed to attend.**
17. Late bids/Delayed bids (bids received after the bid due date and time) shall not be opened and shall not be considered for evaluation. Fax/E-Mail bids or bids received in open condition shall be rejected.
18. IOCL/EIL will follow purchase preference policy as per guidelines of Government of India in vogue.
19. Bidder should not be black listed with any Indian PSU and should not be on Holiday/ Negative list of IOCL/EIL.
20. If a supplier is placed on Holiday/ Negative list after issue of enquiry/ opening of unpriced bid their offer will not be considered for further opening/ evaluation. However, if a supplier is placed on Holiday/Negative List after opening of price bids, acceptance of such bid(s) is subject to owner's discretion.
21. Purchase order, if any, shall be issued by Owner.
22. Bidder to submit the Integrity Agreement and the covering letter in the prescribed formats duly signed along with their Techno-Commercial offer- ~~Applicable~~/Not Applicable.
23. Clarification requests from bidders: A bidder may seek clarifications regarding the bidding document provisions, bidding process and / or rejection of his bid. EIL shall respond to such requests within a reasonable time.
24. Net worth of the bidder should be positive as per the audited financial results for the immediate preceding financial year.

The offer of the bidder whose net worth is ☐Negative☐in the immediate preceding financial year shall not be considered for further evaluation.

Networth means paid up share capital, Share Application Money pending allotment☐ and reserves☐less accumulated losses and deferred expenditure to the extent not written off.

☐ Reserves to be considered for the purpose of net worth shall be all reserves created out of the profits and securities premium account but shall not include reserves created out of revaluation of assets, write back of depreciation and amalgamation.

*Share Application Money pending allotment will be considered only in respect of share to be allotted.

Accordingly, the definition of Networth shall be as follows:

Paid up share capital	XXXX
Add : Share Application Money pending allotment	XXX
Add : Reserves (As defined Above)	XXXX
Less : Accumulated Losses	XX
Less : Deferred Revenue Expenditure to the extent not written off	XX
Net-worth	XXXX

Please submit copy of your **complete Annual Financial Statement** including Auditor's Report and Schedule of Reserve & Surplus, Balance Sheet & Profit/Loss account and including all notes and schedules forming part of Audited Annual reports for the immediate preceding financial year determination of net-worth of the Bidder.

In place of complete Annual Financial Documents required for the assessment of the Net Worth, the bidder can provide a certificate from any Practicing Chartered Accountant or their Statutory Auditor in case of Foreign Bidders and from Statutory Auditors in case of Indigenous Bidders that their Net Worth is positive as per the last audited financial statement and formula given in the RFQ Document.

In case, audited balance sheets and profit and loss account of immediate preceding financial year is not available for bid closing date up to 30th September, the bidder has an option to submit the audited balance sheets and profit and loss account of the previous year immediately prior to the last financial year. However, for bid closing date after 30th September, bidder has to compulsorily submit the audited balance sheets and profit and loss account for the immediate preceding financial years, for evaluation.

However, Central Public Sector Enterprises (CPSEs) are exempted from this requirement.

25. ORDER OF PRECEDENCE

In case of irreconcilable conflict between RFQ, Special Instructions to Bidders, Amendment to GPC & General Purchase Conditions the following shall prevail to the extent of such irreconcilable conflict in order of precedence:

- (i) RFQ
- (ii) Special Instructions to Bidders
- (iii) Amendment to GPC
- (iv) General Purchase Conditions

26. Contact person for this RFQ are

(a) Mr. B. Mandal
Asst. General Manager(C&P)
Tel. No. : ☐91-33-2227 6304 / 7305
E-mail: bswajit.mandal@eil.co.in

(b) Mr. S.K. Mandal
Dy. Manager(C&P)
Tel. No. : ☐91-33-2227 6304 / 7305
E-mail: sk.mandal@eil.co.in

*** Please specify RFQ No. in all correspondence**

THIS IS NOT AN ORDER

Very truly yours,
For & on behalf of
Indian Oil Corporation Limited

(B. MANDAL)
Asstt. General Manager (C & P)
Engineers India Limited

Encls:

- i. Reply/Acknowledgement letter (***Bidder to furnish this acknowledgement letter/on line confirmation within 4 days from the date of receipt of enquiry***)
- ii. Commercial documents
 - a) Agreed Terms & Conditions along with its annexures (For Indian Bidder)
 - b) Amendment to GPC
 - c) General Purchase Conditions
 - d) Special Instructions to Bidders with its attachments.
 - (i) Proforma of Letter of Authority for attending Priced & Un-priced Bid Opening
 - (ii) Proforma of Declaration of Black Listing/Holiday Listing
 - (iii) Proforma of Declaration of Liquidation /Court Receivership
 - e) Packing, Marking, Shipping & Documentation Specification (For Indigenous Materials)
 - f) Integrity Agreement ☐ Not Applicable
 - g) Price Schedule Format (For Indigenous Bidder)
- iii. Material Requisition No. A457-057-XD-MR-0322 Rev. A

REPLY / ACKNOWLEDGEMENT LETTER

FAX # : +91-33- 2227 7692

E-MAIL# : biswajit.mandal@eil.co.in / sk.mandal@eil.co.in

**(PLEASE FAX / E-MAIL OR SEND ONLINE CONFIRMATION TO EIL WITHIN
FOUR DAYS ON RECEIPT OF RFQ)**

**Assistant General Manager
Engineers India Limited
A.G.Towers- 5th Floor
125/1, Park Street
Kolkata- 700 017
INDIA**

**Attention : Mr. Biswajit Mandal
Client : IOCL
Project : INDADEPT-G Unit at Guwahati Refinery of IOCL
Enquiry/ RFQ No. : BM/A457-057-XD-MR-0322/7034
Item : TRANSFORMER DISTRIBUTION UPTO 5 MVA
Due Date : 28-Apr-2014 (Upto 1400 HRS. IST)**

Dear Sirs,

We acknowledge with thanks receipt of your above cited RFQ along with enclosures. We undertake that the contents of the above RFQ shall be kept confidential including all the drawings, specifications and documents and the said documents shall be used only for the purpose, for which they are intended.

Further, our response is as under: - (Bidders to put a tick✓, as applicable).

1. *We will submit the bid within due date.*
2. *We regret to submit our offer/quote because of the following reasons:*
 - a. _____
 - b. _____

Thanking you,

Very truly yours,

Name of Bidder :
Contact Person :
Contact Person Mobile No. :
Bidder's Address :
Bidder's Phone No. :
Bidder's Fax No. :
Bidder's E-mail :

PRICE SCHEDULE (INDIGENOUS BIDDER) FORMAT-1

VENDORS NAME :-
RFQ No. :- BM/A457-057-XD-MR-0322/7034
ITEM :- TRANSFORMER DISTRIBUTION UPTO 5 MVA, CAT-I

MR. Sl. No	Detail Description/Item code	Qty.	Price on FOT Despatch Point Basis inclusive of P&F		Place of Delivery	Firm Freight up to project site Inclusive of all taxes & duties	
			Unit Price (in INR)	Total Price (in INR)		Unit Freight (in INR)	Total Freight (in INR)
(1)	(2)	(3)	(4)	(5)=(3)X(4)	(6)	(7)	(8)=(3)X(7)
01.00	Design, engineering, manufacture, procurement of materials and bought out components, assembly at shop, inspection, testing at manufacturer's works, packing, delivery of 3-phase, 50Hz, ONAN outdoor distribution transformers of the following rating including supply of all commissioning spares & special tools and tackles as required, first fill of oil, documentation as per the enclosed EIL specifications, instructions to vendors, data sheets etc. and other codes and standards attached or referred in MR.						
01.01	2500kVA, 6.3/0.433 kV [TAG NO./ITEM CODE: TR021 - TR 022]	2 Nos			IOCL'S GUWAHATI PROJECT SITE		
05.00	Supply of Two Years Operation and Maintenance Spares, as per enclosed instructions to vendor.	1 Lot	TO BE FURNISHED AS PER FORMAT 1B ENCLOSED.				
06.00	Unit Rates						
06.01	Unit Rates for Specific tests as per the enclosed instructions to vendor.	1 Lot	TO BE FURNISHED AS PER FORMAT 1C ENCLOSED.				

NAME OF BIDDER

BIDDER'S SIGNATURE WITH DATE

SEAL

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PRICE SCHEDULE (INDIGENOUS BIDDER) FORMAT-1

VENDORS NAME :-
RFQ No. :- BM/A457-057-XD-MR-0322/7034
ITEM :- TRANSFORMER DISTRIBUTION UPTO 5 MVA, CAT-I

Notes to Price Schedule:-

1. Quoted prices are for complete scope of work as per MR and there are no exclusions.
- 1.1 Quoted prices are inclusive of all Drawing, Documentation and Inspection & Testing charges.
2. Heat Run test shall be conducted on one transformer of each rating. Price for the same shall be included in basic price of the transformer
3. Bidder to clearly indicate ☐Quoted/Not Quoted ☐against each Sr. No. in the price column in the Un-priced Price schedule.
Bidders to submit Price Part of above Price Schedule in their Priced Bid and Unpriced Part with the Unpriced Bid.
4. Indian Bidder shall quote in Indian Rupees (INR) only.
5. The complete bid shall be without alterations, interlineations or erasures, except as may be necessary to correct errors made by the bidder. In which case such corrections shall be rewritten and initiated by the person or persons signing the bid.
6. Goods supplied are subject to stage wise and final inspection as specified in MR by CEIL/LRS/DNV/BV/TUV India Pvt. Ltd./TUV South Asia Pvt. Ltd./ SGS India Pvt. Ltd representative and charges towards the same are included in the quoted prices.
7. **For imported bought-out component**, inbuilt in the main equipment / item, inspection shall be done by Third Party Inspection agencies as stated above and the charges for the same are included in the quoted prices.
8. The quoted price should be valid for 4 (Four) Months from the final due date for submission of Bid.
9. For supply items: Entry Tax, if applicable, on finished goods (including spares) shall be borne and paid by the Owner.
10. Prices are quoted strictly as per the Price Schedule Format made available herein without altering any of the contents of the ☐Price Schedule Format☐ For any deviation to the contents of formats, may render the bid liable for rejection.
11. Customs duty considered & brief description of CIF value of import content is furnished in Format 1A enclosed, based on EPCG Scheme available to this project.
12. For commercial evaluation of bids following price components shall be taken into consideration including loading as per RFQ Document, as applicable :
 - Quoted total Supply price against Sl. No. 01.01 at column 5.
 - Quoted Transportation charges against Sl. No. 01.01 at column 8.
13. Bidder shall quote unit price for specific tests as per Format 1C & the same will not be considered for evaluation.
14. Bidder shall quote price for Two years normal Operation & Maintenance spares as per Format 1B. Prices of recommended Spares shall be valid for 02 years from the date of placement of Purchase Order. This price shall not be considered for Evaluation.
15. All the pages of the priced bid shall be signed by the authorized signatory. In case all the pages of priced bids are not signed, the bid shall be liable for rejection.

PRICE SCHEDULE (INDIGENOUS BIDDER) FORMAT-1A

VENDORS NAME :-
RFQ No. :- BM/A457-057-XD-MR-0322/7034
ITEM :- TRANSFORMER DISTRIBUTION UPTO 5 MVA, CAT-I

**DETAILS OF BUILT-IN CIF VALUE OF IMPORT CONTENT WITH ITEMWISE DETAILS AND
RATES OF CUSTOMS DUTY CONSIDERED AND INCLUDED IN QUOTED PRICES**

S. No.	DETAILS OF BUILT-IN IMPORTED RAW MATERIALS AND COMPONENTS	QTY (Nos.)	CIF VALUE OF IMPORT CONTENT INCLUDED IN QUOTED SUPPLY PRICES (Rs.)		RATE OF CUSTOMS DUTY INCLUDED IN QUOTED PRICES					
					CUSTOMS TARIFF NO.	BASIC CUSTOMS DUTY (%)	CVD & Educational Cess		Additional CVD /ACD (As Applicable) - %	Customs Educational Cess (%)
1 2 3 4 — —			Unit CIF Value	Total CIF Value			CVD (%)	Ed. Cess (%)		
	TOTAL CIF VALUE		Rs.							
Exchange rate considered for conversion:										

For built in import content:

1. Ceiling amount on which CD/CVD/Cess/Addnl CVD shall apply, as mentioned above against each item shall be considered for statutory variations, if any.
2. Statutory variation, if any, in the rate of import duties up to 2/3 rd of contractual delivery period shall be to Owner's account.
CD : Customs Duty, CVD : Counter Vailing duty
3. Customs Duty considered is the effective rate under the EPCG Scheme of Government of India is applicable to this project.

NAME OF BIDDER

BIDDER'S SIGNATURE WITH DATE

SEAL

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PRICE SCHEDULE (INDIGENOUS BIDDER) FORMAT-1B

VENDORS NAME :-
RFQ No. :- BM/A457-057-XD-MR-0322/7034
ITEM :- TRANSFORMER DISTRIBUTION UPTO 5 MVA, CAT-I

PRICES FOR 02 (TWO) YEARS RECOMMENDED SPARES FOR NORMAL OPERATION & MAINTENANCE

(PLEASE FURNISH DETAILS FOR ALL ITEMS OF MR AS PER FORMAT GIVEN BELOW)

SL. NO.	Description/Tag No.	QTY. (No.)	Unit price on FOT Despatch Point Basis Incl. P& F (Rs.)	Total price on FOT Despatch Point (Rs.)	Freight in (%) Including service Tax
01.01					

NOTES:

- 1.0 Purchaser reserves the right to select & order two years O&M spares quoted by Bidder. If two years O&M spares are ordered with main equipments, then no additional freight charges other than that charged for main equipments will be payable to Supplier by Purchaser.
- 2.0 For any imported 2 years O&M Spares, CIF value and CD/ Cess etc. may be furnished by Bidder, if applicable, separately in a proforma similar to Price Schedule **Format 1A** as attached.
- 3.0 Prices of Two years O&M Spares shall be valid for 02 years from the date of placement of FOA. This price shall not be considered for evaluation.
- 4.0 Bidder shall furnish recommended list of Spares alongwith the Unit Price of each Spare.

NAME OF BIDDER

BIDDER'S SIGNATURE WITH DATE

SEAL

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PRICE SCHEDULE (INDIGENOUS BIDDER) FORMAT-1C

VENDORS NAME :-
RFQ No. :- BM/A457-057-XD-MR-0322/7034
ITEM :- TRANSFORMER DISTRIBUTION UPTO 5 MVA, CAT-I

UNIT RATES FOR SPECIFIC TESTS

(PLEASE FURNISH DETAILS FOR ALL ITEMS OF MR AS PER FORMAT GIVEN BELOW)

SL. NO.	Description/Tag No.	Unit	Unit price (in INR)
01.01	HEAT RUN TEST	PER TEST	
01.02	VACUUM TEST	PER TEST	
01.03	PRESSURE TEST	PER TEST	
01.04	SHORT CIRCUIT TEST	PER TEST	
01.05	IMPULSE WITHSTAND TEST	PER TEST	

NOTES:

- 1.0 Bidder shall quote unit price for carrying out each of the tests specified above on one transformer of each rating.
- 2.0 Unit rates for above Specific Test will not be considered for evaluation.

Offer Covering Letter for Bidders (**INDIGENOUS BIDDERS**)
(to be submitted on letterhead without any modification)

Date: _____

To
Engineers India Limited
A.G. Towers, 125/1 Park Street
5th Floor, Kolkata- 700017

Attn: Assistant General Manager (C&P)

Our Ref: _____ dated _____

RFQ No: _____ Dated _____

Item :

Project : **INDAdept-G Unit Project of IOCL at Guwahati**

Please find herewith our offer in line with your RFQ requirement. We confirm as under :-

1. The Delivery/completion period shall be strictly as per the requirement of RFQ document.
2. Offer is in complete compliance with specifications enclosed with the RFQ, as well as commercial requirements of RFQ and there are no technical as well as commercial deviations in the offer.
3. The enclosed PRE-FILLED AGREED TERMS & CONDITIONS QUESTIONNAIRE (ATC) shall apply to the offer.
4. The Validity of the offer shall be as per the requirement of RFQ document.
5. We have enclosed following with the offer:
 - a. UNPRICED OFFER:
 - i. Price Schedule Format (WITH PRICES BLANKED)
 - ii. Pre-filled Agreed Terms & Conditions (ATC) ☐ *DULY SIGNED & STAMPED*
 - iii. Annual Report for Last Three Financial Years
 - iv. Proforma of Declaration of Black Listing/Holiday Listing - *DULY SIGNED & STAMPED*
 - v. Annexure I duly filled in. for Taxes and Duties, as applicable
 - vi. Annexure-II for Format of Terms and Conditions for Supervision Services (if applicable) ☐ with Rates Blanked out.
 - vii. Details of CIF value (if applicable) ☐ Annexure III
 - b. PRICED OFFER:
 - i. Price Schedule Format, duly filled in, signed and stamped.
 - ii. Format of Terms and Conditions for Supervision Services (if applicable) ☐ with Rates Duly Filled In, signed and stamped.

Bidder's Name: _____

Signature: _____

Seal: _____

INDIAN OIL CORPORATION LTD
INDAdeptG Unit Project of IOCL at Guwahati
AGREED TERMS & CONDITIONS (FOR INDIGENOUS BIDDERS)

BIDDER'S NAME: M/s. _____
 RFQ No.: _____ Dated _____
 Bidder's Offer Ref. No. _____
 Tel No. : _____ Fax No.: _____
 Contact Person : _____ E-Mail: _____ Mobile No: _____

1. DULY SIGNED & STAMPED COPIES OF THIS PRE-FILLED "QUESTIONNAIRE" SHALL BE ENCLOSED WITH EACH AND EVERY SET OF BIDDER'S UNPRICED QUOTATION.
2. FAILURE ON THE PART OF BIDDER IN NOT RETURNING THIS DULY FILLED-UP "QUESTIONNAIRE WITH ALL THE SETS OF UNPRICED QUOTATION AND/OR SUBMITTING INCOMPLETE REPLIES MAY LEAD TO REJECTION OF BIDDER'S QUOTATION".
3. ALL THE COMMERCIAL TERMS AND CONDITIONS SHALL BE INDICATED BY VENDOR IN THIS FORMAT ONLY AND NO WHERE ELSE IN HIS QUOTATION. HOWEVER, IN CASE THE SPACE FOR VENDOR'S REPLY IS NOT SUFFICIENT AGAINST A PARTICULAR QUESTION, THE VENDOR SHALL FURNISH SAME BY WAY OF SEPARATE ANNEXURE ATTACHED TO THIS QUESTIONNAIRE, INDICATING CROSS-REFERENCE OF RESPECTIVE CLAUSES.

S. No.	DESCRIPTION	BIDDER'S CONFIRMATION
1. a	Quoted prices are as per Price Schedule Format enclosed inclusive of Packing & Forwarding charges.	CONFIRMED
1. b	Specify Despatch Point.	Refer Annexure-I
1. c	Quote firm freight charges extra (in percentage of basic price for transportation by reputed transporter up to IOCL's Guwahati project site). The Freight Charges shall be inclusive of all taxes and duties.	Indicated (Refer Annexure-I)
1. d	Transit risk insurance shall be covered by the Owner against their MCE (Marine cum Erection) Policy and the same shall not be included in the quoted prices.	CONFIRMED
2.a	Excise Duty applicable extra on finished goods: 1) Tariff sub heading no. 2) Present rate of Excise Duty <input type="checkbox"/> Educational Cess payable extra on finished products (including spares). 3) Maximum rate applicable (If present rate is nil or concessional)	1. Refer Annexure-I 2. Refer Annexure-I 3.-----
2.b	Please indicate following break-up 1) Cenvatable Excise Duty <input type="checkbox"/> Educational Cess 2) Non Cenvatable Excise Duty	On FOT Despatch Point Prices NIL
2.c	The payment against Cenvatable portion shall be made at actual subject to maximum given at 2. (a) above. Confirm acceptance.	CONFIRMED
2.d	The Excise Duty shall be released only on receipt of copy of Invoice, valid for availing CENVAT. Confirm acceptance.	CONFIRMED

S. No.	DESCRIPTION	BIDDER'S CONFIRMATION
2.e		
i)	Confirm whether Excise Duty will be applicable on freight charges also.	NOT APPLICABLE
ii)	In case Excise Duty is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Bidder. Confirm acceptance.	CONFIRMED
iii)	Only statutory variations, if any, in the present rate of excise duty, upto the contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the bidder.	CONFIRMED
	i) Any variation in Excise duty at the time of supplies for any reasons, other than statutory, including variations due to turnover, shall be borne by bidder.	CONFIRMED
	ii) Material supplied will be eligible for CENVAT Credit and Bidder shall furnish all documents as required to avail the same.	CONFIRMED
iv)	In case Excise Duty is not applicable at present but become applicable at the time of contractual delivery period due to any reasons other than statutory, the same shall be borne by bidder. Confirm acceptance.	CONFIRMED
3.	Sales Tax:	
3.a	Sales tax payable extra Specify CST/ VAT	Refer Annexure-I
3.b	Present rate * * In case of CST, C form shall be provided In case of VAT, the appropriate concessional form (if any) shall be provided by IOCL.	Refer Annexure-I
3.c	Clarify whether CST / VAT will be applicable on freight charges also.	NOT APPLICABLE
3.d	In case CST / VAT is not applicable on freight charges presently, and if it becomes applicable at the time of delivery due to any reasons other than statutory, the same will be borne by the Bidder. Confirm acceptance.	CONFIRMED
3.e	Only statutory variations, if any, in the present rate of CST / VAT, upto contractual delivery period shall be to Owner's account subject to documentary evidence to be furnished by the Bidder.	CONFIRMED
3.f	If CST / VAT is not applicable at present due to any reason, the same shall be borne by Bidder if it becomes applicable later.	CONFIRMED

S. No.	DESCRIPTION	BIDDER'S CONFIRMATION
4.1	Assam Entry Tax, if applicable, on finished goods (including spares) shall be borne and paid by the Owner. Confirm that same is not included in the quoted prices	CONFIRMED
4.2	Any increase in the existing taxes/duties or any new or additional taxes or duties imposed after contractual delivery shall be to BIDDER'S account whereas any corresponding decrease shall be passed on to the Owner.	CONFIRMED
5	SUPERVISION/ TRAINING CHARGES	
5.a	SUPERVISION AND TRAINING CHARGES 1) Confirm that per diem rate for site supervision services is inclusive of all taxes and duties except Service Tax, if in the scope of Bidder as per MR. Service Tax shall be paid extra by IOCL against submission of documents valid for cenvat credit. 2) Per-diem rate for supervision has been quoted in accordance with the Terms and Conditions for Supervision enclosed with the RFQ Documents.	CONFIRMED Refer Annexure-I
6.	Price Reduction Schedule Confirm Acceptance to Clause 12 of GPC	CONFIRMED
7.	Delivery Period:	
7.a	Please confirm acceptance to delivery period as stipulated in the RFQ. The Date of receipt of material at Site / Stores shall be considered as the delivery date.	CONFIRMED
7.b	Delivery period will be reckoned from the date of IOCL's FOA.	CONFIRMED
8.	Payment Terms:	
8.a	Please confirm acceptance to following: Acceptance of applicable Payment terms as per SITB enclosed with this RFQ.	CONFIRMED
8.b	Advance payment is not acceptable. However, progressive payment as specified in the Commercial Terms enclosed on achievement of specific milestones (under applicable payment terms) shall be against equivalent Bank Guarantee as per IOCL format for all payments before despatch. Such progressive payment shall be recoverable from Bidder's bills.	NOTED & CONFIRMED
8.c	In case of delay in delivery, bills shall be submitted after deducting price reduction for delay.	CONFIRMED

S. No.	DESCRIPTION	BIDDER'S CONFIRMATION
9.	Part Order: a) Acceptance of Part Order as per GPC Clause No. 33. b) The quantity against a particular item shall not be split c) Any charges quoted extra shall be applicable prorata on value basis in the event of part order.	CONFIRMED NOTED CONFIRMED
10.	Repeat Order: Confirm acceptance of repeat order within Six months from the date of IOCL's FOA, on the same unit price and terms & conditions.	CONFIRMED
11.	Performance Bank Guarantee: Vendor shall submit Performance Bank Guarantee for 10% of total order value as per GPC. PBG shall be valid for the full guarantee period stipulated in the GPC □ 3 months.	CONFIRMED
12.	Firmness of prices: Quoted prices shall remain Firm and Fixed till complete execution of the order.	CONFIRMED
13.	Testing and Inspection charges: 13.a Goods and services shall be subject to stagewise and final inspection by any of the by TPI agencies (listed in the SITB), and charges for the same are included in quoted prices, and no additional charges shall be paid by Owner.	CONFIRMED
13.b	Similarly, all built in import content (if applicable) shall also be subject to inspection TPI agencies listed in the SITB, in the country of origin of the import content, and charges for the same are included in quoted prices, and no additional charges shall be paid by Owner.	CONFIRMED
13.c	Quoted prices are: i) inclusive of charges for all testing and all inspection requirements specified in the technical specifications and documents enclosed with the RFQ, including third party inspection charges. ii) Inclusive of all IBR/IGC/NACE/Radiography charges as per EIL's technical specifications and the documents enclosed with the RFQ.	CONFIRMED CONFIRMED
14.	Import Content: If your offer is based on certain imported raw materials required for equipments / materials offered, please specify the following : a) Please note that IOCL can provide Invalidation letter for enabling you to import raw materials on Customs Duty applicable for supplies against EPCG licence. Also note that Invalidation letter will not be provided for imports of your sub Vendors. b) Confirm whether Invalidation letter is required by you as per (a) above.	Noted CONFIRMED

S. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	<p>c) Indicate rate of customs duty considered and included in the quoted prices.</p> <p>d) Indicate brief description/ specification with itemised CIF value and country of origin of imported material. (to enable IOCL to operate part order)</p> <p>e) Indicate classification with tariff no. under which Bidder intends to import.</p> <p>f) Confirm prices shall be firm on account of variation in foreign exchange rate.</p> <p>g) Please note that Owner shall not provide any import licence.</p> <p>h) The quoted prices are based on customs duty with issue of Invalidation letter by IOCL. IOCL's responsibility shall be limited up to providing Invalidation letter. All subsequent activities and expenses required for availing EPCG benefits shall be on bidder's account. Obtaining EPCG benefit is solely the Bidder's responsibility. Owner will not compensate Bidder for his failure to obtain EPCG benefit / failure to import under EPCG benefit.</p> <p>i) Quoted prices are after considering the benefit of CENVAT on CVD portion.</p> <p>j) Any upward variation due to change in Customs Duty classifications shall be absorbed by the Bidder. However, any reduction in customs duty due to change in classification shall be passed on to Owner. Please confirm.</p> <p>k) Statutory variations, if any, in the rate of customs duty up to a maximum period of 2/3rd of the contractual delivery period shall be to Owner's account against documentary evidence. Owner will not pay any variation on account of CVD. Please confirm</p>	<p>Refer Annexure-III</p> <p>Refer Annexure-III</p> <p>Refer Annexure-III</p> <p>CONFIRMED</p> <p>NOTED</p> <p>CONFIRMED</p> <p>CONFIRMED</p> <p>CONFIRMED</p> <p>CONFIRMED</p>

S. No.	DESCRIPTION	BIDDER'S CONFIRMATION
	l) Any increase in price due to increase in the rate of Customs Duty, due to any reasons, whatsoever, beyond the above specified period i.e. 2/3 rd of contractual delivery period, shall be to Bidder's account. However, any decrease in custom duty rate at the time of actual clearance of imported materials shall be passed on to Owner.	CONFIRMED
	m) The CIF Value(s) indicated by the Bidder shall be deemed to be the maximum value(s) for the purpose of payment of variation in custom duty and/or other statutory variations, if any, thereon.	CONFIRMED
	n) Variation in price due to Customs duty rate will be dealt with separately after receipt of equipment at site, against documentary evidence.	CONFIRMED
15.	Validity: Validity of the offer shall be 4 months from the actual date of opening of Unpriced Bids.	CONFIRMED
16.	Confirm Acceptance of all other terms & conditions as per attached: a) General Purchase Conditions & Addendum to GPC b) SITB c) Terms & Conditions for supervision of Erection, Testing & Commissioning for Indigenous Bidders,	a) CONFIRMED b) CONFIRMED c) CONFIRMED (if applicable as per MR)
17.	Furnish Balance Sheet/ Annual Reports & Turnover figures of last three years along with your unpriced offer: TURNOVER, if applicable as per RFQ Last Year : Rs 2 years before : Rs 3 years before : Rs	----- ----- -----
18.	Whether any of the Directors of BIDDER is a relative of any Director of Owner or the BIDDER is a firm in which any Director of Owner or his relative is a Partner or the BIDDER is a private company in which any director of Owner is a member or Director.	-----
19. a	Please confirm you have not been banned or delisted by any Government or Quasi Government agencies or PSUs. If you have been banned, then this fact must be clearly stated. This does not necessarily be a cause for disqualification. However if this declaration is not furnished the bid shall be rejected as non-responsive.	CONFIRMED
19. b	Please confirm that you have filled in, signed and attached the enclosed Proforma of Declaration of Black Listing / Holiday Listing along with your unpriced offer.	CONFIRMED
20.	Spares Parts: a) Confirm that your quoted prices are inclusive of all mandatory spares and all commissioning spares as stipulated in EIL's technical specifications (Material Requisition).	CONFIRMED (if applicable as per MR)

S. No.	DESCRIPTION	BIDDER'S CONFIRMATION
b)	Confirm that item wise unit price of Recommended spare parts for two years as stipulated in Material Requisition (MR) have been quoted separately indicating Dispatch quantity.	CONFIRMED (if applicable as per MR)
c)	Special Tools and Tackles as specified in the MR are included in the quoted prices.	CONFIRMED (if applicable as per MR)
21.	Deviations to Terms & Conditions shall lead to loading of prices as per Commercial Terms enclosed with this RFQ or rejection of offer. Please confirm acceptance.	CONFIRMED
22.	Any claim arising out of order shall be sent to Owner in writing with a copy to EIL within 3 months from the date of last Dispatch. In case the claim is received after 3 months, the same shall not be entertained by Consultant/ Owner.	CONFIRMED
23.	Printed terms and conditions, if any, appearing in quotation, shall not be applicable in the event of order. In case of contradiction between the confirmations given above and terms & conditions mentioned elsewhere in the offer, the confirmation given above in this ATC shall prevail.	CONFIRMED
24.	Quantity tolerance (for pipes) <input type="checkbox"/> Negative quantity tolerance is not acceptable. Positive quantity tolerance of one single random length of 4 to 7 meters is acceptable.	CONFIRMED
25.	Please confirm that the following Annexure enclosed have been attached with your offer: i) Tax Format ii) Black List / Holiday Listing iii) GPC iv) Annexure I (as applicable) v) Annexure II (as applicable) vi) Annexure III (as applicable) vii)	ENCLOSED

BIDDER'S SIGNATURE & DATE: _____

SEAL/ STAMP

NAME OF BIDDER: _____

RFQ NO.: [illegible]

SEAL/STAMP:

INDIAN OIL CORPORATION LTD.
INDAdept-G Unit Project of IOCL at Guwahati

(A) TERMS & CONDITIONS FOR SUPERVISION OF ERECTION, TESTING AND COMMISSIONING FOR INDIGENOUS BIDDERS.

- Vendor shall quote per diem charges which shall include to and fro fare, lodging, boarding, transport, all insurance including third party, income tax etc. & all other incidental charges.
- Per diem rates shall apply from the date the supervisory personnel reach site and up to the day they leave site.
- Working hours as those prevailing at site ☐ normally eight hours a day, Monday through Saturday and holidays as applicable to site personnel shall apply.
- Vendor's supervisory personnel shall observe / abide by site working conditions prevailing in the existing refinery, safety codes and Indian laws.
- A notice period of 7 days will be given for supervision of erection & for commissioning.

(B) CHARGES FOR SUPERVISION OF ERECTION / TESTING / COMMISSIONING AT IOCL'S GUWAHATI REFINERY PROJECT SITE

CURRENCY :

S.No.	Description	Vendor's Reply / Information
1.0	Number of supervisory personnel required- One Person at Guwahati Refinery	Confirmed
2.0	Per diem charges (per person) for 8 hours work on normal working days.	
3.0	Overtime rate/hour beyond normal 8 hours work on normal working days.	
4.0	Overtime rate/hour for work on weekly off days / holidays (as applicable to Refinery site).	

RFQ NO. :

VENDOR'S SIGNATURE & DATE

ITEM :

NAME

OFFER NO. :

DESIGNATION

SEAL / STAMP

INDIAN OIL CORPORATION LTD.
INDAdept-G Project at GUWAHATI REFINERY- ASSAM INDIA

DETAILS OF CIF VALUE

Offer Ref No: _____

RFQ No: _____

Item : _____

**DETAILS OF BUILT-IN CIF VALUE OF IMPORT CONTENT WITH ITEMWISE DETAILS AND
RATES OF CUSTOMS DUTY CONSIDERED AND INCLUDED IN QUOTED PRICES**

S. No.	DETAILS OF BUILT-IN IMPORTED RAW MATERIALS AND COMPONENTS	QTY (Nos.)	CIF VALUE OF IMPORT CONTENT INCLUDED IN QUOTED SUPPLY PRICES (Rs.)		RATE OF CUSTOMS DUTY INCLUDED IN QUOTED PRICES					
					CUSTOMS TARIFF NO.	BASIC CUSTOMS DUTY (%)	CVD & Educational Cess		Additional CVD /ACD (as applicable) - %	Customs Educational Cess (%)
1 2 3 4 — —			Unit CIF Value	Total CIF Value			CVD (%)	Ed. Cess (%)		
	TOTALCIF VALUE		Rs.							
Exchange rate considered for conversion:										

NOTES :

- Bidder to indicate CIF value & details itemwise, wherever applicable.
- All other terms shall be applicable as mentioned in clause no. 14 (a to n) of Agreed Terms & Conditions (ATC) questionnaire.

(NAME OF BIDDER)_____
(SIGNATURE OF BIDDER)

SPECIAL INSTRUCTIONS TO BIDDERS

Owner / Purchaser: Indian Oil Corporation Limited
Project: INDAdapt-G Unit Project at Guwahati, Assam, INDIA

1.0 PAYMENT TERMS:

In partial modification of the payment terms as mentioned in the General Purchase Conditions, the following payment terms shall be applicable.

The payment terms as per Sl. No. specified in the RFQ cover letter, from the sl. nos. given below, shall be applicable for this MR.

- 1.1 Where the Material Requisition is only for supply of materials and there is no Vendor Data Requirement specified in MR e.g., bulk piping items etc.

A. Indigenous Bidders

- 1.1.1 90% payment through bank against dispatch documents.
- 1.1.2 10% within 30 days after receipt and acceptance of materials at site, submission of performance bank guarantee for 10% of total order value valid till full guarantee period plus three months and on submission of all final technical documents as specified in technical specifications provided in MR/ PR.
- 1.1.3 Transportation charges: 100% within 30 days after receipt of materials at site and acceptance thereof.

The Excise Duty, Assam VAT and Service Tax shall be released only on receipt of Cenvatable/ Vatable copy of corresponding Invoice valid for availing CENVAT/ VAT credit.

B. Foreign Bidders

100% of FOB value shall be paid through an irrevocable Letter of Credit against submission of shipping documents. The Letter of Credit shall be established only on receipt of acceptance of Fax of Acceptance and submission of 10% PBG.

Note : All final technical documents as per technical specifications provided in MR/PR, in the required number of copies, MUST be sent to Engineers India Limited, Kolkata, before shipment of the equipment.

- 1.2 Where the Material Requisition calls for Vendor drawings/Technical Documentation.

A. Indigenous Bidders

- 1.2.1 85% payment through bank against despatch documents.
- 1.2.2 5% payment after receipt of final technical documentation as per's technical specifications provided in MR/ PR against EIL's certification.
- 1.2.3 10% payment within 30 days of receipt and acceptance of materials at site upon satisfactory completion of order including receipt of relevant technical documentation as specified in the enquiry specifications, and on submission of performance bank guarantee for 10% of total order value, valid till full guarantee period plus three months.
- 1.2.4 Transportation charges: 100% within 30 days after receipt of materials at site and acceptance thereof.

The Excise Duty, Assam VAT and Service Tax shall be released only on receipt of Cenvatable/ Vatable copy of corresponding Invoice valid for availing CENVAT/ VAT credit.

B. Foreign Bidders

100% of FOB value shall be paid through an irrevocable Letter of Credit against submission of shipping documents. The Letter of Credit shall be established only on receipt of acknowledgement of Fax of Acceptance and submission of 10% PBG.

Note: All final technical documents as per technical specifications provided in MR/ PR, in the required number of copies, MUST be sent to Engineers India Limited, Kolkata before shipment of the equipment.

1.3 Where supply of materials and erection or site work are in the scope of Supplier and Package items.

1.3.1 Supply

A. Indigenous Bidders

1.3.1.1 5% on approval of all drawings at least in CODE-2 by EIL and QAP by Third Party Inspection Agency (TPIA) duly approved by EIL/IOCL against submission of bank guarantee for an equivalent amount valid till complete execution of order plus three months.

1.3.1.2 5% after receipt of identified raw materials at vendor's works and against certification by TPI and on submission of bank guarantee for equivalent amount valid till complete execution of order plus three months.

1.3.1.3 75% after receipt of equipment / materials at IOCL's site. Billing schedule must be furnished by the Vendor in their offer in case pro-rata payments are required.

1.3.1.4 5% after successful installation and erection of equipment and on submission of all final technical documents as specified in's technical specifications provided in MR/ PR against EIL's certification

1.3.1.5 10% within 30 days of handing over the successfully commissioned equipment and on submission of performance Bank Guarantee for 10% of the total order value (supply plus site work) valid for full guarantee period plus three months.

1.3.1.6 Transportation charges:
100% within 30 days after receipt of materials at site and acceptance thereof.

The Excise Duty, Assam VAT and Service Tax shall be released only on receipt of CENVATABLE/ Vatable copy of corresponding invoice valid for availing CENVAT/ VAT credit.

B. Foreign Bidders

1.3.1.7 5% on approval of all drawings at least in CODE-2 by EIL, and QAP by Third Party Inspection Agency (TPIA), duly approved by EIL/IOCL against submission of bank guarantee for an equivalent amount valid till complete execution of order plus three months.

1.3.1.8 5% after receipt of identified raw materials at vendor's works and against certification by TPI and on submission of bank guarantee for equivalent amount valid till complete execution of order plus three months.

1.3.1.9 80% of FOB value shall be paid through an irrevocable Letter of Credit against submission of shipping documents.

- 1.3.1.10 10% within 30 days of handing over the successfully commissioned equipment and on submission of all final technical documents in the required number of copies as per technical specifications provided in MR/ PR.

The Letter of Credit shall be established only on receipt of Vendor's acceptance to IOCL's FOA and on submission of 10% PBG as per IOCL's format valid till full guarantee period + 3 months.

1.3.2 Transportation charges (Indigenous Bidders)

100% within 30 days after receipt of materials at site and acceptance thereof.

1.3.3. Erection / Site work

A. Indigenous Bidders

- 1.3.3.1 90% against monthly running bills (based on agreed billing schedule), duly certified by EIL.

- 1.3.3.2 Balance 10% within 30 days after final handing over of equipment to IOCL at site.

The Excise Duty, Assam VAT and Service Tax shall be released only on receipt of Cenvatable/ Vatable copy of corresponding Invoice valid for availing CENVAT / VAT credit.

B. Foreign Bidders

100% of amount payable for site work through direct wire transfer through banking channels on completion of total site work as per purchase order and against submission of certificate by IOCL / EIL Site for completion of activity by Vendor.

1.4 Fabricated Items (Vessels, Columns, and Heat Exchangers etc.)

A. Indigenous Bidders

- 1.4.1 5% on approval of all drawings and at least in CODE-2 by EIL and QAP by Third Party Inspection Agency (TPIA), duly approved by EIL/IOCL against submission of bank guarantee for an equivalent amount, valid till complete execution of order plus three months.

- 1.4.2 5% after receipt of identified raw materials at Vendor's works and against certification by TPI and on submission of bank guarantee for equivalent amount valid till complete execution of order plus three months.

- 1.4.3 75% payment through bank against dispatch documents. Billing schedule must be furnished by the Vendor in their offer in case prorata payments are required.

- 1.4.4 5% payment after receipt of final documents as specified in the technical specification of as per MR/ PR against EIL's certification.

- 1.4.5 Balance 10% within 30 days of receipt of equipment at site and submission of performance bank guarantee for 10% of total order value valid till full guarantee period plus three months.

- 1.4.6 Transportation charges:
100% within 30 days after receipt of materials at site and acceptance thereof.

The Excise Duty, Assam VAT and Service Tax shall be released only on receipt of Cenvatable/ Vatable copy of corresponding Invoice valid for availing CENVAT/ VAT credit.

B. Foreign Bidders

- 1.4.7 5% on approval of all drawings at least in CODE-2 by EIL and QAP by Third Party Inspection Agency (TPIA), duly approved by EIL/IOCL against submission of bank guarantee for an equivalent amount, valid till complete execution of order plus three months.
- 1.4.8 5% after receipt of identified raw materials at vendor's works and against certification by TPI and submission of bank guarantee for equivalent amount valid till complete execution of order plus three months.
- 1.4.9 90% of FOB value shall be paid through an irrevocable letter of credit against submission of Shipping Documents.

Note : All final technical documents as per technical specifications provided in MR, in the required number of copies, MUST be sent to Engineers India Limited., Kolkata before shipment of the equipment.

The Letter of Credit shall be established only receipt of Vendor's acceptance to IOCL's FOA and on submission of 10% PBG as per IOCL's format valid till full guarantee period + 3 months.

- 1.5 Other items (major pump packages, compressors, switch gears etc.)

A. Indigenous Bidders

- 1.5.1 5% on approval of all drawings at least in CODE-2 by EIL and QAP by Third Party Inspection Agency (TPIA), duly approved by EIL/IOCL and on submission of bank guarantee for an equivalent amount valid till complete execution of order plus three months.
- 1.5.2 80% payment through bank against dispatch documents. Billing schedule must be furnished by the Vendor in case pro-rata payments are required.
- 1.5.3 5% payment after receipt of all final technical documents as specified in technical specifications as per MR/ PR, against EIL's certification.
- 1.5.4 Balance 10% within 30 days of completion of successful commissioning and acceptance of the same by IOCL, and on submission of a performance bank guarantee for 10% of total order value valid till full guarantee period plus three months.
- 1.5.5 Transportation charges:
100% within 30 days after receipt of materials at site and acceptance thereof.

The Excise Duty, Assam VAT and ServiceTax shall be released only on receipt of Cenvatable/ Vatable copy of corresponding Invoice valid for availing CENVAT/ VAT credit.

B. Foreign Bidders

- 1.5.6 5% on approval of all drawings at least in CODE-2 by EIL and QAP by Third Party Inspection Agency (TPIA), duly approved by EIL/IOCL against submission of bank guarantee for an equivalent amount valid till complete execution of order plus three months.
- 1.5.7 95% of FOB value shall be paid through an irrevocable letter of credit against submission of Shipping Documents. Billing schedule must be furnished by the Vendor in case pro-rata payments are required.

Note : All final technical documents as per technical specifications provided in MR/ PR, in the required number of copies, MUST be sent to Engineers India Limited, Kolkata before shipment of the equipment.

The letter of credit shall be established only on receipt of vendor's acceptance to IOCL's FOA and on submission of performance bank guarantee for 10% of the total order value valid till full guarantee period + 3 months.

1.6 Payment of per diem charges for supervision of Erection and Commissioning

A. Indigenous Bidders

100% of invoice amount shall be paid on completion of services against submission of Invoice and time sheet certified by Site-in Charge.

B. Foreign Bidders

100% of amount payable through direct wire transfer through banking channels on completion of supervision activity, on submission of Invoice, time sheet certified by IOCL site and legible copy of visa (showing date of entry and date of exit from India) and passport (showing Name and Nationality of the Personnel).

1.7 Training:

A. Indigenous Bidders:

100% payment for training shall be released after completion of training and on submission of invoice duly certified by IOCL. In the event of full training not being availed by IOCL (for reasons attributable to IOCL) within this stipulated period, pro-rata payment shall be made for the partial training imparted.

B. Foreign Bidders:

100% payment for training shall be released by direct wire transfer after completion of training and on submission of invoice duly certified by IOCL. In the event of full training not being availed by IOCL (for reasons attributable to IOCL) within this stipulated period, pro-rata payment shall be made for the partial training imparted.

1.8 Comprehensive Post Warranty Annual Maintenance Contract:

A. Indigenous Bidders:

Payment shall be released on pro-rata basis in quarterly installment at the end of each quarter against bills duly certified by IOCL for satisfactory performance.

B. Foreign Bidders:

Payment shall be released by direct wire transfer on pro-rata basis in quarterly installment at the end of each quarter against bills duly certified by IOCL for satisfactory performance.

1.9 General:

1.9.1 No initial advance payment along with order shall be made by Owner against supplies as well as services (i.e. transportation, erection, site work etc.).

1.9.2 Total progressive payments shall limited to maximum 10% as specified under Sr. Nos. 1.3 (1.3.1.1 & 1.3.1.2), (1.3.1.6 and 1.3.1.7), 1.4 (1.4.1 & 1.4.2), (1.4.7 & 1.4.8) above, against receipt of bank guarantee for equivalent amount. No progressive payments at any stage other than those milestones specifically mentioned under Sr. Nos. 1.3 (1.3.1.1 & 1.3.1.2), (1.3.1.6 and 1.3.1.7), 1.4(1.4.1 & 1.4.2) (1.4.7,1.4.8) & 1.5 (1.5.1) above shall be payable by IOCL.

1.9.3 Bank Guarantee(s) shall be issued through Nationalised / Scheduled Indian Bank or by Foreign Bank with counter guarantee from nationalized/ Scheduled Indian Bank in India, as per proforma enclosed.

- 1.9.4 All Bank Guarantees will be issued directly to IOCL by the Bank and Vendor shall enclose copy of the same along with invoice.
- 1.9.5 All payments shall be released within 30 days of receipt of invoice and all requisite documents, complete in all respects.
- 1.9.6 Billing schedule shall be submitted to IOCL by the vendor for approval within 30 days from the date of Purchase Order wherever specified in the Purchase Order. No pro-rata dispatch shall be made without the approval of billing schedule.
- 1.9.7 IOCL shall establish the Letter of Credit only on receipt of vendor's acceptance to IOCL's Fax of Acceptance and on submission of 10% PBG by Vendor to IOCL within 30 days of FOA.

1.10 Ocean Freight (Foreign Bidder)

- a) Ocean transportation from FOB International Seaport of Exit to Kolkata/ Haldia Indian Port shall be arranged by IOCL through their nominated freight forwarder. Bidder shall arrange handing over the material to IOCL freight forwarder at the designated port of exit.
- b) The request for ocean freight up to Kolkata/ Haldia Seaport of entry is merely to facilitate the comparison of bids and will not in any way limit the Purchaser's right to contract on different terms.
- c) Purchaser reserves the right to place the order on any of the specified price basis (FOB or CFR). In case of award, initially the Fax of Acceptance (FOA) shall be placed on FOB basis and IOCL reserves the right to convert the same to CFR basis at a later date.

Therefore bidder's quoted ocean freight charges should be valid for the entire duration of contract.

- d) The Bidder shall not be allowed to change port of Shipment after quoting.

1.11 Transportation charges (Indigenous Bidders)

100% within 30 days after receipt of materials at site and acceptance thereof.

2.0 EVALUATION CRITERIA FOR COMPARISON OF BIDS

2.1 Where only Indian Bids are under comparison

- Bids shall be evaluated on the basis of landed cost at Site including third party inspection charges of the TPI Agency approved by IOCL, all duties, taxes and transportation charges except cenvatable excise duty, cenvatable service tax and cenvatable educational cess. The list of Third Party Inspection Agencies approved by IOCL for this RFQ is mentioned elsewhere in this SITB.
- Cost of mandatory spares if identified in the Material Requisition, commissioning spares and special tools & tackles will be included for price evaluation of bids, but costs of Spares for two years trouble free operation shall be excluded.
- Commercial loading shall be included for evaluation of bids.
- Site supervision charges & any other charges (as specified in RFQ/MR).

2.2 Where only Foreign Bids are under comparison

- Bids shall be evaluated on CFR basis including third party inspection charges of the TPI Agency as per RFQ and considering sea freight as under :

Packages/equipments/pipes & plates :
Firm freight as quoted by bidders

Bulk items – piping (other than pipes) / instruments:

Europe / Japan / Asia : 6% of FOB price or the highest freight charge quoted by any other bidder against the RFQ whichever is higher (if Vendor does not quote firm ocean freight charges)

Australia / American Continent: 9% of FOB price or the highest freight charge quoted by any other bidder against the RFQ whichever is higher (if Vendor does not quote firm ocean freight charges)

- Cost of mandatory spares if identified in the Material Requisition, commissioning spares and special tools & tackles will be included for price evaluation of bids, but costs of Spares for two years trouble free operation shall be excluded.
- Commercial loading shall be included for evaluation of bids.
- Site supervision & any other charges (as specified in RFQ/MR).

2.3 Where Indian as well as Foreign Bids are under comparison

2.3.1 **Domestic Bidders :**

- Bids shall be evaluated on the basis of landed cost at Site including Third Party Inspection charges of the TPI Agency as per RFQ, all duties, taxes and transportation charges except cenvatable excise duty, cenvatable service tax and cenvatable educational cess. The list of Third Party Inspection Agencies approved by IOCL for this tender is mentioned elsewhere in this SITB.
- Cost of mandatory spares if identified in the Material Requisition, commissioning spares, and all special tools & tackles will be included for price evaluation of bids, but costs of Spares for two years trouble free operation shall be excluded.
- Commercial loading shall be included for evaluation of bids.
- Site supervision charges & any other charges (as specified in RFQ/MR).

2.3.2 **Foreign Bidders :**

- Bids shall be evaluated on the basis of landed cost at Site including third party inspection charges of the TPI Agency approved by IOCL (as listed in SITB elsewhere), all taxes & duties (except cenvatable excise duty, cenvatable CVD and ACD, cenvatable service tax and cenvatable educational cess) and transportation charges, as under :

i) FOB Price quoted by Bidder

ii) Ocean Freight as under :

Firm freight as quoted by bidders

Incase bidder declines to quote firm freight charges, loading shall be done as follows (highest amongst a and b):

a) Europe / Japan / Asia : 6% of FOB price

Australia / American Continent : 9% of FOB price

OR

b) Highest Freight charges quoted by any other bidder against the RFQ.

iii) Marine insurance @1% of FOB price

iv) Prevailing rate of Customs duty calculated with Landing Charges @ 1% of CIF Value

v) Port Handling Charges @ 3% of FOB Value

vi) Inland freight charges from Kolkata / Haldia (India) to Project site(s) @ 2% of the Landed Cost ie. Sl. no. (i) to (v)

- Cost of mandatory spares if identified in the Material Requisition, commissioning spares and all special tools & tackles will be included for price evaluation of bids, but costs of Spares for two years trouble free operation shall be excluded.
- Commercial loading shall be included for evaluation of bids.
- Site supervision charges & any other charges (as specified in RFQ/MR).

2.4 In case of pipes, in case a foreign bidder has not quoted or not included stowage charges, the same shall be loaded @ 10% of bidder's quoted Ocean Freight.

2.5 IOCL shall claim cenvat benefits on excise duty, CVD as well as the cess applicable and accordingly excise duty / CVD / CESS shall not be loaded for price comparison. Vendor shall be required to issue cenvatable invoices.

2.6 Customs Duty and Invalidation Letter:

IOCL shall be availing the benefit of EPCG scheme under the EXIM Policy of Government of India for this project. IOCL shall issue invalidation letter to indigenous suppliers and they shall be asked to furnish the quantum of import content (CIF value) included in the bid in Indian Rupees accordingly. All subsequent activities and expenses required for availing EPCG benefits shall be on Supplier's account. Obtaining EPCG benefit is solely the Supplier's responsibility and Owner will not compensate the Supplier for their failure to obtain EPCG benefit / failure to import under EPCG benefit.

2.7 IOCL shall issue concessional form "C" for Central Sales Tax or the applicable concessional form as applicable for VAT in Assam.

2.8 IOCL shall claim credit on Service Tax quoted by Vendor and therefore service tax shall not be included for price comparison. Vendor shall be required to furnish cenvatable invoices issued in accordance with service tax rules.

2.9 Foreign Suppliers' bids shall be compared considering Bill selling foreign exchange rate published by the State Bank of India as on the date of priced bid opening.

2.10 Suppliers' prices shall be inclusive of third party inspection charges of IOCL Approved TPI Agency. The following Third Party Inspection Agencies are approved by IOCL:

- i. Certification Engineers International Ltd. (CEIL)
- ii. Lloyd's Register of Shipping
- iii. Det Norske Veritas (DNV)
- iv. Bureau Veritas
- v. TUV India Pvt. Ltd.
- vi. TUV South Asia Pvt. Ltd.
- vii. SGS India Pvt. Ltd.

Vendor may select any of the above mentioned IOCL approved TPI Agencies. The TPI charges shall be paid by supplier directly to the TPI Agency. Supplier's quoted prices shall be inclusive of TPI charges. In case any supplier quotes extra for TPI charges, the same shall be considered for evaluation and award.

2.11 Excise duty, Central Sales Tax, Service Tax and VAT (in India) shall not be included in the quoted prices and shall be payable extra at actual. Further, the amount of excise duty and service tax shall be payable only against submission of cenvatable invoices, and, in case of non-submission, will not be paid.

3. COMMERCIAL LOADING OF OFFERS IN CASE OF DEVIATIONS

3.1 Basis of Loading

The Foreign Bids shall be loaded on FOB Port of Exit prices and the Indian Bids shall be loaded on FOT Despatch Point prices.

Bidders are requested to submit the offer in line with terms and conditions provided RFQ documents. Any deviation to RFQ terms & conditions shall lead to bidder's offer liable for rejection except for following loading provisions:

3.2 Payment Terms

3.2.1 Loading for any other differential payment terms insisted by a bidder as against the payment mentioned in this RFQ document shall be done on the differential amounts @ 11.00 % (Eleven percent) per annum simple interest for the following periods:

- Drawing approval – 80% of the delivery period
- Receipt of raw materials at vendor's works – 50% of the delivery period.
- Final 10% also against despatch document – one month

3.3 Performance Bank Guarantee (PBG)

Performance Bank Guarantee is to be submitted with in 2 weeks from the date of Fax of Acceptance. However, for order value up to Rs. 2.00 (Two) Lakh, PBG will not be required. In case a supplier offers to give a PBG for less than 10% of order value, or for a lesser period than what is provided in GPC, loading shall be done for the differential amount and/ or the differential period. For differential period/ amount loading, the following example will amplify the methodology (if GPC specifies 10% PBG for 18+3=21 months):

In case of differential period :

- ☐ 10% for 21 months - No loading
- ☐ 10% for 18 months - $10\% \times 3/21 = 1.43\%$
- ☐ 10% for 12 months - $10\% \times 9/21 = 4.29\%$
- ☐ 10% for 6 months - $10\% \times 15/21 = 7.14\%$
- ☐ **No PBG - 10 %**

In case of Differential Amount
Amount Offered by Bidder

Loading

- | | |
|--|--|
| a) 10% | Nil |
| b) Less than 10% | Differential between the offered percentage and 10%. |
| c) PBG not offered by bidder though required as per SITB | 10% |

Note : PBG for a period lesser than that stipulated in the SITB shall not be acceptable. 10% loading shall be done in such cases.

3.4 Delayed Deliveries (considering GPC clause of 0.5% delayed ~ 5% total)

3.4.1 In case a Supplier does not accept the delayed delivery clause or takes exception to the percentage rate mentioned in GPC, loading shall be done to the extent of maximum of 5% of the order value or the differential percentage not agreed by the supplier.

3.4.2 In case supplier takes an exception that price reduction in case of delayed delivery should be restricted to 5% of delayed portion only and not on total order value, then price loading @ 2.5% of total P.O. value shall be done.

- 3.4.3 In case supplier insists for liquidated damages or indicates penalty clause in place of Price Reduction Clause, the supplier shall be loaded by 5% of total P.O. value.
- 3.5 Freight charges:**
- 3.5.1 For Indigenous suppliers, If a supplier does not quote freight charges, his offer will be loaded with maximum freight charges as quoted by the other bidders or pro-rated (with respect to approximate distance) on maximum freight charges as quoted by other bidders or by 5% (for items other than pipes) or 7% (for pipes), whichever is more.
- 3.5.2 Foreign Bidders shall be required to quote firm freight charges up to Kolkata/ Haldia, Port. In case a bidder declines to quote firm freight, freight @ 6% of FOB price for Asia Pacific / Europe and 9% of FOB price for other places or the highest freight charges quoted by any other bidder against the tender, whichever is higher shall be loaded.
- 3.5.3 In case of pipes, if a foreign bidder has not quoted or not included stowage charges, then the same shall be loaded @10% of ocean freight.
- 3.6 Indian Taxes / duties**
- Any differential in taxes and duties will be cost loaded on case to case basis. However, if a supplier states that taxes/duties are not applicable at present and will be charged as applicable at the time of delivery then his bid shall be loaded by the maximum rate of taxes/duties applicable as on the date of price evaluation.
- 3.7 Cost loading in respect of utilities etc. will be considered as per respective MR stipulation.**
- 3.8 Delivery;**
- 3.8.1 In case a supplier quotes delivery/completion period longer than mentioned in enquiry, the bid shall be rejected.
- 3.9 Validity of Offer:**
- 3.9.1 In case bidder offer's shorter validity and seeks to revise prices on being asked to extend the validity to meet validity requirement as per RFQ, the offer shall be rejected.
- 3.9.2 In exceptional circumstances, prior to expiry of the original bid validity period, the IOCL/EIL may request that the bidder to extend the period of validity for a specified additional period. The requests and the responses thereto shall be made in writing (by e-mail/fax/post). A bidder agreeing to the request will not be required or permitted to modify his bid including change in the prices. However, the bidder may be allowed to withdraw the bid. If a bidder still deviated or changes price, its offer will be rejected.
- 3.10 Firm Price**
- Bidder shall quote firm prices strictly in line with enquiry requirements. Any deviation to this shall lead rejection of offer.
- 4.0 FOREIGN EXCHANGE RATE VARIATION/CUSTOM DUTY VARIATION FOR INDIAN BIDDERS (ON BUILT-IN IMPORT CONTENT) :**
- 4.1 Prices shall remain firm and fixed without any escalation except for statutory variation (if any) in customs duty rate (customs duty variation clause is applicable only where PAC is issued by IOCL at bidder's request). However, the prices shall remain Firm and Fixed on account of Foreign Exchange Rate Variation. (Variation in prices due to FE rate variation shall not be allowed).
- 4.2 The statutory variation in customs duty shall be subject to the following guidelines and the supplier shall confirm the following in their bid:
- (a) Maximum CIF value of import content shall be furnished in the bid (in INR).

- (b) The material to be imported covering the above CIF value to be indicated in the bid.
- (c) Any increase in price due to increase in customs duty rate beyond two-third of the quoted delivery period will be to Supplier's account. However, any decrease in price due to decrease in customs duty rate at the time of actual clearance of imported materials shall be passed on to IOCL.
- (d) Variation in price due to customs duty rate will be dealt with separately after receipt of materials at site against documentary evidence.
- (e) Bidder shall also refer enclosed ATC for further details on the above.

5.0 SUO-MOTO CHANGES IN PRICES

- 5.1 In the event of any suo-moto price increase sought by a supplier subsequent to the bid due date and which is not as a result of any change in scope of supply or terms and conditions, the bid of such a supplier shall be rejected for the items in which such suo-moto increase is effected. Suo-moto reduction shall not be considered for evaluation whether given before or after opening of price bids.

6.0 Instructions for Ensuring Quality in supply of Equipment & Material

- a) No supply to be made unless drawings (wherever required to be approved as per the enquiry technical specifications) are approved under Code-1 either by EIL or IOCL.
- b) For all supplies Quality Assurance Plan (QAP) must be approved by EIL or IOCL.
- c) Third Party Inspection release note shall clearly stipulate that material/equipment has been inspected as per Code-1 approved drawings and approved QAP.
- d) No clearance shall be given to the contractor for erection works / installation of the equipment without receipt of third party inspection release note.
- e) Pre-commissioning/commissioning of plant / equipment shall be undertaken only after complete satisfaction / verification of supplies as per final approved drawings (code-1) and QAP.

7.0 Spares

- (a) Quoted prices shall be inclusive of all Mandatory Spares and all Commissioning spares and special tools and tackles, as per technical specifications and scope provided in MR.
- (b) Bidder shall separately quote itemwise unit price and quantity of recommended spares for 2 years operation. This price shall not be considered for evaluation.

8.0 Code 1, Code 2, Code 3 Approval

- a. "Code-1 or Level 1 Approval" means final approval of drawings / documents incorporating all comments of the OWNER (including OWNER'S Consultant).
- b. "Code-2 or Level 2 Approval" means tentative approval of the drawings / documents by the OWNER (including OWNER's Consultant) with comments to be incorporated by CONTRACTOR, with the intent that subject to incorporation of and / or rectification in accordance with such comments, construction / manufacture can proceed based on commented drawings / documents pending their re-submission and grant of Code-1 or Level-1 Approval.
- c. "Code –3 or Level 3 Approval" means that on review of the drawings / documents by the OWNER (including OWNER's Consultant) the same have not been found in accordance with the

applicable codes, standards, design basis and contractual stipulations and must therefore be re-submitted for review and approval after appropriate correction and / or re-preparation.

9.0 Please ensure your offer contains following:-

9.1 UNPRICED OFFER

- A. All technical specifications as per requirement of enquiry technical specifications. (To be submitted duly stamped & signed on each page)
- B. Agreed Terms & Conditions duly filled in.
- C. Deviation sheet, if any.
- D. Price Schedule with prices blanked out but "Quoted/Not Quoted" to be mentioned.
- E. Declaration of Black List/Holiday List of vendors duly filled in and signed.
- F. Annual Report for Last Three years.

9.2 PRICED OFFER

- A. Price Schedule with price filled in duly signed and stamped by authorized person.
- B. Statement that all specification and terms & conditions are as per unpriced copy of offer.

10. SEALING AND MARKING OF BIDS

- 10.1. Bid shall be submitted in the following manner in separate sealed envelopes pasted with relevant cut-out slip enclosed with the RFQ Document

Part-I – Techno-commercial / un-priced bid (1 Original + 4 Copies)

Part-II - Priced Bid (Original + 1 Copy)

Part-III (if applicable) – Bid Security/ EMD (Original + 4 Copies)

- 10.2. Techno Commercial Un-priced Bid:

(Part I) Original Bid of Techno-commercial Un-priced Bid shall be sealed in one separate envelope super scribing "Techno-Commercial Un- Priced Bid for INDAddept-G Unit Project of IOCL"- "Original".

Each of four copies of Techno-Commercial un-priced Bid shall be sealed in separate envelopes super scribing "Techno-Commercial Un Priced Bid for INDAddept-G Unit Project of IOCL." "Copy".

All these five envelopes (1 original + 4 copies) shall be sealed in one separate envelope super scribing "Techno – Commercial Un- Priced Bid for INDAddept-G Unit Project of IOCL containing One Original + four copies".

- 10.3. Price Bid: PART-II

Original Price Bid and one copy shall be sealed in separate envelope super scribing "Price Bid for INDAddept-G Unit Project of IOCL" -"Original" or "Copy" as the case may be. The envelopes (one original + one copy) shall be sealed in separate envelope super scribing "Price Bid for INDAddept-G Unit Project of IOCL. (One Original + One Copy)" "Not to Open along with Techno – Commercial Un-Priced Bid".

- 10.4. All the envelopes containing Techno-Commercial un-priced Bids, Price Bids & Bid Security / EMD (as applicable) shall further be sealed in one outer envelope super scribing "Bid for INDAddept-G Unit Project of IOCL.", Bid Document Number and shall be addressed to Contact Person at address mentioned in the cut out slip.

- 10.5. Each envelope shall indicate name and address of the bidder to enable the bid to be returned unopened, if required.

- 10.6. If the outer envelope is not sealed and marked as above, the EIL/Owner will assume no responsibility for the misplacement or premature opening of the bid.

11. DEADLINE FOR SUBMISSION OF BID

- 11.1 The Bids must be received by EIL on or before the last date and time mentioned in the RFQ, at the address specified in CUT OUT SLIPS.
- 11.2 The Owner / EIL may, in exceptional circumstances and at its discretion, on giving reasonable notice by fax or any written communication to all prospective bidders who have purchased the bid document extend the deadline for the submission of bids in which case all rights and obligations of the Owner /EIL and bidders, previously subject to the original deadline will thereafter be subject to deadline as extended.

12 LATE BIDS / UNSOLICITED BIDS / BID SUBMISSION AT OTHER PLACE

- 12.1 Any bid received after the deadline for submission of bid prescribed pursuant to clause 11 of SITB will be declared "Late" and rejected.
- 12.2 Unsolicited bids or bids being submitted to address other than one specifically stipulated in the bid document will not be considered for opening / evaluation / award.

13 PROCESS TO BE CONFIDENTIAL

- 13.1 Information relating to the examination, clarifications, evaluation and comparison of bids, and recommendations for the award of Order shall not be disclosed to bidders or any other person officially concerned with such process.

14 CONTACTING THE OWNER/ OWNER REPRESENTATIVE

- 14.1 From the time of the bid opening to the time of the award, if any bidder wishes to contact the Owner for any matter relating to the bid, it should be done in writing.
- 14.2 Any effort by a bidder to influence the Owner/EIL in any manner in respect of bid evaluation or award will result in the rejection of that bid.

15. EXAMINATION OF BIDS AND DETERMINATION OF RESPONSIVENESS

- 15.1 The Owner/EIL will examine the bids to determine whether they are complete, whether any computational errors have been made, whether the documents have been properly signed, and whether the bids are generally in order.
- 15.2 Prior to the detailed evaluation, the Owner/EIL will determine whether each bid is of acceptable quality, is generally complete and is responsive to the RFQ Documents. For the purposes of this determination, a responsive bid is one that conforms to all the terms, conditions and specifications of the RFQ Documents without deviations, objections, Conditionality or reservations.
- 15.3 Bidder shall not be allowed to submit any Price Implication or Revised Price after submission of Bid, unless there is change in the stipulations of the RFQ Document and such changes are incorporated through an Amendment. In case Exceptions and Deviations submitted by Bidder along with Bid are not considered as acceptable and no Amendment is issued, then in such a case the Bidders would be required to withdraw such Exceptions/Deviations in favour of stipulations of the RFQ document and Bidders would not be eligible for submission of Price Implication/Revised Price, failing which such Bid(s) shall be considered as non responsive and rejected.
- 15.4 The Owner/EIL determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not responsive, it will be rejected by the Owner/EIL, and may not subsequently be made responsive by the bidder by correction of the nonconformity.

16 PRICE BID OPENING

- 16.1 The Owner/EIL shall inform the time, date and venue for price bid opening to all such bidders who qualify pursuant to bid evaluation. Bidders may be required to attend price bid opening at a short notice of 24 hours.
- 16.2 The Owner/EIL will open price bids of all bidders notified to attend price bid opening in presence of authorised bidders' representatives present at the time of priced bid opening. The bidder's representatives who are present shall sign bid-opening register evidencing their attendance.
- 16.3 The bidder's name, prices, and such other details as the Owner/EIL, at its discretion, may consider appropriate will be announced and recorded at the time of bid opening.

17 ARITHMETIC CORRECTIONS

- 17.1 The bids will be checked for any arithmetic errors as follows.
- 17.1.1 When there is a difference between the rates in figures and words, the rate which corresponds to the amount worked out by the contractor (by multiplying the quantity and rate) shall be taken as correct.
- 17.1.2 When the rate quoted by the bidder in figures and words tallies but the amount is incorrect, the rate quoted by the bidder shall be taken as correct and not the amount and the amount shall be accordingly corrected.
- 17.1.3 When it is not possible to ascertain the correct rate, in the manner prescribed above, the rate as quoted in words shall be adopted and the amount worked out for comparison purposes.
- 17.2 Any uncalled for lump sum/ percentage or adhoc reduction/ increase in prices, offered by the Bidders after opening of the prices, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value.
- 17.3 If prices etc. are not filled up in the PRICED BID and are not as per the requirements of the Bidding Document, the same shall be omitted from evaluation.

18 CONVERSION TO SINGLE CURRENCY

- 18.1 To facilitate evaluation and comparison, the Owner/EIL will convert all bid prices quoted in various currencies (in which the bid price is payable) to single currency and that will be Indian Rupees only, at the Bills selling exchange rate published by the State Bank of India on the day of price bid opening.

19 WORK CONTRACT TAX / SPLITTING OF ORDERS

- 19.1 Order for supply and site work shall not be split and only single order covering the entire scope of work on each supplier shall be placed.
- 19.2 No works contract tax is envisaged as price has been broken into two parts, viz., (i) procurement and (ii) service which does not include any part of material. All materials are required to be with supply part. If any sales tax under works contract is lawfully assessed by the sales tax authorities on the contract, the contractor shall forward to owner such demand received from the sales tax authorities and the owner shall pay the sales tax under works contract to the sales tax authorities. However, should the owner so require, contractor undertakes to duly and faithfully challenge the claim from sales tax authorities before such authority or authorities or court or tribunal as the owner may from time to time require. Also, contractor undertakes to refund to owner any refund received from the sales tax authorities.
- 20 IOCL/EIL reserves the right to accept or reject any or all the bids without assigning any reason and without incurring any liability to the affected bidder(s).

21 AWARD OF WORK.

- 21.1 The Owner/EIL will award the order to the successful bidder (s) whose bid has been determined to be substantially responsive, and/or have been determined as a lowest bid on least cost basis to Owner and is determined to be qualified to satisfactorily perform the Order.

22 QUANTITY VARIATION

- 22.1 The Owner/EIL reserves the right to vary the quantity of goods specified in MR, at the time of award without any change in quoted unit price or other terms and conditions.
- 22.2 Owner/EIL reserves the right to delete the requirement of any one or more items of MR without assigning any reason.

23 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY BID

- 23.1 The Owner/EIL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of the order without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the ground for Owner/EIL's action.

24 NOTIFICATION OF AWARD

- 24.1 Prior to the expiration of period of bid validity Owner /EIL will notify the successful bidder in writing by fax/e-mail to be confirmed in writing, that his bid has been accepted. The notification of award / Fax of Acceptance will constitute the formation of the Order.
- 24.2 The Delivery Schedule shall commence from the date of notification of award / Fax of Acceptance (FOA).
- 24.3 Award of Contract/Order will be by issuing Fax of Acceptance (FOA) of your bid. FOA will contain price, delivery and other salient terms of bid and RFQ Document. Bidder will be required to confirm receipt of the same by returning "Copy of the FOA" duly signed and stamped by the bidder as a token of acknowledgement to Owner and EIL. On receipt of acknowledgement without any deviation / condition, detail Purchase Order / Contract will be issued in quadruplicate. Three copies of the same without any condition / deviation will be returned duly signed and stamped by the bidder as a token of acknowledgement to Owner and EIL.

25 CORRUPT AND FRAUDULENT PRACTICES

- 25.1 Bidders are required to furnish the complete and correct information/ documents required for evaluation of their bids. If the information/ documents forming basis of evaluation is found to be false/ fake/ forged, the same shall be considered adequate ground for rejection of the bids and forfeiture of earnest money deposit.
- 25.2 IOCL requires that the Contractor observes the highest standard of ethics during the execution of Contract. In pursuance of this policy, IOCL defines, for the purposes of this provision, the terms set forth below as follows:
- (a) "Corrupt Practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of public official in contract execution; and
 - (b) "Fraudulent Practice" means a misrepresentation of facts in order to influence the execution of a Contract to the detriment of IOCL, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive IOCL of the benefits of free and open competition.
 - (c) "False/Fake" means to make or construct falsely. "Faked alibi" is a made, manufactured, or false alibi. Something that is not what it purports to be; counterfeit, an imposter.

- (d) "Forgery" means the false making or the material altering of a document with the intent to defraud. A signature of a person that is made without the person's consent and without the person otherwise authorizing it. A person is guilty of forgery if, with the purpose to defraud or injure anyone or with knowledge that he is facilitating a fraud or injury to be perpetrated by anyone, the actor (i) alters any writing of another without his authority (ii) makes, completes, authenticates, executes, issues or transfers any writing, so that it purports to be the act of another who did not authorize that act or to have been executed at a time or place or in a numbered sequence other than was in fact the case, or to, be a copy of an original when no such original exists. Utters any writing which he knows to be false in a manner specified in (i) & (ii) above.

- 25.3 IOCL may terminate the Contract if it discovers subsequently that the Contractor had engaged in Corrupt Practices or Fraudulent Practices in competing for the Contract.
- 25.4 The Contractor is required to execute the "Integrity Pact" if specified in the RFQ Document.
- 25.5 In case, the information/ document furnished by the Contractor forming basis of evaluation of its Bid is found to be false / fake/ forged after the award of the Contract, IOCL shall have the right to terminate the Contract and get the remaining Works executed by a third party at the risk & Cost of the Contractor and without any prejudice to other rights available to IOCL under the Contract such as forfeiture of the Contract Performance Bank Guarantee, withholding of payment etc.
- 25.6 In case, this issue of submission of false/fake documents comes to the notice after execution of the Works, IOCL shall have full right to forfeit any amount due to the Contractor along with forfeiture of the Contract Performance Bank Guarantee furnished by the Contractor.
- 25.7 Further, any Contractor which is found guilty of any Corrupt or Fraudulent Practice or submission of false/fake /forged documents, shall be put on the negative/ holiday list of IOCL debaring them from future business with IOCL.

26 CARTEL FORMATION IN BIDDING

- 26.1 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.

27 LANGUAGE OF BID

The Bid prepared by the bidder, all correspondence/drawings and documents related to the bid exchanged by the bidder with the Owner /EIL shall be in English Language only provided that any printed literature furnished by the bidder may be written in another language so long as accompanied by an English translation, in which case, for the purpose of interpretation of the bid, the English translation shall govern.

In the event of submission of any document/ certificate by the Bidder in a language other than English, the English translation of the same duly authenticated by Chamber of Commerce of Bidder's country shall be submitted by the Bidder. Metric measurement system shall be applied.

28. MATERIALS TO BE CONSIGNED TO

Indian Oil Corporation Limited,
Guwahati Refinery, Guwahati,
Assam-781020

BIDDER'S SIGNATURE &

DATE

SEAL/ STAMP

**PROFORMA OF LETTER OF AUTHORITY FOR ATTENDING UNPRICED BID OPENING AND
PRICED BID OPENING**

NO.

DATE :

ENGINEERS INDIA LIMITED A.G. TOWERS (5TH FLOOR)
125/1 PARK STREET
KOLKATA-700017
INDIA

Dear Sirs,

We Hereby authorise following representative (s) to attend the unpriced bid opening
and priced bid opening against your RFQ No. for

1. Name & Designation..... Signature

2. Name & Designation..... Signature

We confirm that we shall be bound by all and whatsoever our representative (s) shall commit.

Yours faithfully,

Signature
Name & Designation
For & on behalf of

Note :

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.

PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING**In the case of a Proprietary Concern :**

I hereby declare that neither I in my personal name or in the name of my Proprietary concern M/s. which is submitting the accompanying Bid / Tender nor any other concern in which I am proprietor nor any partnership firm in which I am or was involved as a Managing Partner are currently placed on black list or holiday list declared by Indian Oil Corporation Limited or its Administrative Ministry, except as indicated below :

(Give particulars of black listing or holiday listing and in absence thereof state "NIL").

I, hereby do further declare that the following notice(s) have hitherto been issued against proposed action for holiday / black listing and/or the following action for holiday listing / black listing has hitherto been taken, as the case may be, by Indian Oil Corporation Ltd. or its Administrative Ministry in my personal name or in the name of any proprietary concern of mine or against any partnership firm of which I was or am the managing partner.

**No. and Date of Show-cause Notice/
Notice of Holiday / Black Listing**

**Period of Holiday
Listing/Black Listing**

Present Status

(State 'NONE' if there is no such notice or action).

In the case of a Partnership Firm

We, hereby declare that neither we, M/s. submitting the accompanying Bid / Tender nor any partner involved in the management of the said firm either in his individual capacity or as proprietor of any concern or as partner of any firm in which he/she was a Managing Partner, are currently placed on Black List or Holiday List declared by Indian Oil Corporation Limited or its Administrative Ministry, except as indicated below :

(Give particulars of black listing or holiday listing and in absence thereof state "NIL").

We, hereby further declare that the following notice(s) have hitherto been issued against proposed action for holiday / black listing and or the following action for holiday listing / black listing has hitherto been taken as the case may be, by Indian Oil Corporation Ltd. or its Administrative Ministry against the above firm or any partner involved in the management of the firm in his individual capacity or as proprietor of any concern or as Managing Partner of any firm.

**No. and Date of Show-cause Notice/
Notice of Holiday / Black Listing**

**Period of Holiday
Listing/Black Listing**

Present Status

(State 'NONE' if there is no such notice or action).

In the case of Company

We hereby declare that we are not currently placed on any holiday list or black list declared by Indian Oil Corporation Limited or its Administrative Ministry, except as indicated below :

(Give particulars of black listing or holiday listing and in absence thereof state "NIL").

We, hereby do further declare that the following notice(s) have hitherto been issued against proposed action for holiday / black listing and / or the following action for holiday listing / black listing has hitherto been taken, as the case may be, by Indian Oil Corporation Ltd. or its Administrative Ministry against the Company.

**No. and Date of Show-cause Notice/
Notice of Holiday / Black Listing**

**Period of Holiday
Listing/Black Listing**

Present Status

(State 'NONE' if there is no such notice or action).

It is understood that if this declaration is found to be false in any particular, Indian Oil Corporation Limited 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 the Bidder.....

Date :

Name of the Signatory

PROFORMA OF DECLARATION OF LIQUIDATION /COURT RECEIVERSHIP

We hereby declared that we are not currently under liquidation, court receivership or similar proceedings.

It is understood that if this declaration is found to be false in any particular, Indian Oil Corporation Limited 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 the Bidder _____

Date _____

Name of the Signatory _____

AMENDMENTS TO GENERAL PURCHASE CONDITIONS (GPC)

Sl No	Clause No.	Clause Heading	Existing Clause	Amended/New Clause
1.	Nil	LIMITATION OF LIABILITY New Clause No.36 to be appended	Not specified	The maximum liability shall be limited to 100% of contract value except in case of fraud and/or wilful negligence. The vendor shall not be liable for consequential losses on account of production revenue or profit.
2.	12.3 & 12.4	PRICE REDUCTION DUE TO DELAY	<p>12.3 If any Material(s) is/are not delivered within the Delivery date(s) stipulated in respect thereof, IOCL shall be entitled to a discount by way of price adjustment in a sum equivalent to 0.5% (one half percent) of the price of such Material(s) per week or part thereof that the Material(s) remain(s) undelivered beyond the stipulated Delivery period in respect thereof, subject to a maximum discount of 5% (five percent) of the Total Contract Value. Such discount shall be given by the Vendor by equivalent reduction in the invoice value before presentation of documents to the Bank/IOCL for payment. Should the Vendor fail to deliver the Material(s) or to make such adjustment, the discount may be recovered by any other means.</p> <p>12.4 Without prejudice to its rights under Clause 12.3 hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, IOCL may at any time after the expiry of the stipulated date(s) of Delivery in respect of any Material(s), at its discretion terminate</p>	12.3 No change
				12.4 Without prejudice to its rights under Clause 12.3 hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, IOCL may at any time after the expiry of the stipulated date(s) of Delivery

AMENDMENTS TO GENERAL PURCHASE CONDITIONS (GPC)

SI No	Clause No.	Clause Heading	Existing Clause	Amended/New Clause
			<p>in whole or part the Contract in respect of the undelivered Material(s) or any of them and either purchase such Material(s) from any other available source at the risks and costs of the Vendor and recover from the Vendor any additional cost incurred by it on such purchase or recover from the Vendor without such purchase the difference between the market and contract price of such Material(s) on the date of termination of Contract relative thereto.</p>	<p>in respect of any Material(s), at its discretion terminate in whole or part the Contract in respect of the undelivered Material(s) or any of them and either purchase such Material(s) from any other available source at the risks and costs of the Vendor and recover from the Vendor any additional cost incurred by it on such purchase or recover from the Vendor without such purchase the difference between the market and contract price of such Material(s) on the date of termination of Contract relative thereto.</p> <p>However the maximum liability under this clause shall be the total Contract Value or part thereof for undelivered material.</p> <p>This clause shall not limit liability in any case of fraud, deliberate default or reckless misconduct by the vendor.</p>
3.	34.1	ARBITRATION	<p>Arbitration: All disputes or differences which may arise out of or in connection with or are incidental to the Agreement(s) including any dispute or difference regarding the interpretation of the terms and conditions of any clause thereof which cannot be amicably resolved between the parties may be referred to</p>	<p>Arbitration by an Arbitral Tribunal comprised of 3 (Three) arbitrators selected in accordance with the provisions of the Arbitration & Conciliation Act, 1996. The Arbitration proceedings shall be governed by and conducted in accordance with the</p>

AMENDMENTS TO GENERAL PURCHASE CONDITIONS (GPC)

SI No	Clause No.	Clause Heading	Existing Clause	Amended/New Clause
			<p>Arbitration of a person selected by the Vendor out of a panel of three persons nominated by the General Manager of the Unit or Project of Indian Oil Corporation Ltd. to which the Contract relates. The Arbitration proceedings shall be governed by and conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be [.....] or New Delhi, India.</p>	<p>Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be(.....) or New Delhi, India provided that arbitrators , with the consent of the OWNER and the VENDOR, may agree upon any other venue. Venues other than New Delhi, India would be London or Singapore. Laws of India only would be applicable.</p>

GENERAL PURCHASE CONDITIONS

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GENERAL TERMS AND CONDITIONS OF PURCHASE

1.0 **DEFINITIONS**

1.1 Unless repugnant to the subject or context thereof, the following expressions herein used shall carry the meaning hereunder respectively assigned to each, namely:

(a) **“Bulk Consumables”** mean items specifically defined in the Contract Documents to constitute bulk consumables.

(b) **“Contract”** shall mean the contract as derived from:

- i) The Tender Documents;
- ii) Agreed Variations to the Tender Documents;
- iii) Vendor's Priced bid; and
- iv) The Purchase Order.

(c) **“Contract Document(s)”** shall mean individually and collectively the documents constituting the contract.

(d) **“Defect Liability Period”** in respect of:

(i) Bulk Consumables shall be the date of delivery plus 6 (six) months;

(ii) In the case of other Material(s) shall be 18 (eighteen) months from the date of delivery or 12 (twelve) months after the same have been put in service or commissioned, whichever is earlier;

(iii) In the case of altered or replaced Material(s):

(a) With respect to Bulk Consumables, shall be 6 (six) months from the date of alteration, repair or replacement as the case may be; and

(b) With respect to other Material(s), shall be 12 (twelve) months from the date of alteration, repair or replacement as the case may be.

(e) **“Delivery”**

(i) with respect to Imported Material(s) means the date of completing shipment of the Material(s) on board the designated

vessel or aircraft at the designated port or place of shipment, securely packed and loaded below deck and unless otherwise determined, shall be deemed to be the date of the relative Bill of Lading or Airway Bill; and

- (ii) with respect to Indigenous Material(s) means the date of completing shipment of Material(s) F.O.R./F.O.T. securely packed and loaded and unless otherwise determined, shall be deemed to be the date of the relative Truck/lorry Receipt or Railway Receipt.
- (f) **“Earnest Money Deposit”** means the Demand Draft or Banker's Pay Order or the bank guarantee furnished by the Vendor in lieu of cash in support of his/its bid as required by the Bid Documents.
- (g) **“Equipment”** means plant, machinery, equipment, instruments, computer, control and other electronic and electrical systems, and shall include parts, components, assemblies and sub-assemblies thereof.
- (h) **“Free Issue Material(s)”** means any equipment, parts or components or spares to be supplied by IOCL to the Vendor which are to be incorporated in any supply of Indigenous Material(s).
- (i) **“IOCL”** means Indian Oil Corporation Ltd., a company incorporated in India and having its registered office at G-9, Ali Yavar Jung Marg, Bandra (East) Mumbai □ 400 051 and having the Head Office of its Refineries Division at Scope Complex, Core 2, 7 Institutional Area, Lodhi Road, New Delhi-110 003 and includes its successors, assigns and all persons through whom it acts in any matter for the purpose of the Tender or the Contract.
- (j) **“Imported Material(s)”** mean(s) the materials to be fabricated, manufactured or procured by the Vendor outside India for shipment to India under the Contract.
- (k) **“Indigenous Material(s)”** mean(s) materials to be fabricated, manufactured or procured by the Vendor within India for supply under the Contract.
- (l) **“Inspectors”** means Inspectors nominated, appointed, approved or deputed by IOCL for inspection of the Material(s) prior to Delivery.
- (m) **“Material(s)”** means any and all raw materials, manufactured articles, equipment, spares and other goods and supplies whatsoever and includes wherever applicable drawings, data, specifications and intellectual property rights and all services (including but not limited to design, fabrication, inspection, delivery and testing) required to be supplied, done, performed, prepared or undertaken to meet the requirements of the Contract.

- (n) **“Procurement Coordinator”** means the representative or agency appointed by IOCL for managing, expediting and/or coordinating the supply of Material(s).
- (o) **“Project”** means the Project or Refinery for which the Material(s) is/are required.
- (p) **“Project Site”** means the site of the Refinery unit or site of the Project for which the Material(s) is/are required.
- (q) **“Purchase Order”** means IOCL’s acceptance of the Vendors’ offer/bid and includes any formal or detailed Purchase Order issued by IOCL pursuant to the acceptance of the bid.
- (r) **“Stipulated Delivery Period”** means the date(s) for delivery of the Material(s) as stipulated in the Contract and failing such stipulation, shall mean the date(s) for such delivery(ies) as agreed between the Vendor and IOCL.
- (s) **“Tender Documents”** with reference to the Purchase Order mean:
 - (i) Material Requisition/Request for Quote;
 - (ii) General Terms and Conditions of Purchase;
 - (iii) Technical Specifications;
 - (iv) Special Conditions of Purchase (if any);
 - (v) Addendum (a) (if any) to the Tender Documents.
- (t) **“Total Contract Value”** means total value of the Material(s) and services to be supplied as specified in the Purchase Order, exclusive of reimbursable taxes and duties.
- (u) **“Vendor”** means the successful bidder on whom the Purchase Order is placed.

1.2 Interpretation of Contract Documents

- 1.2.1 The several Contract Documents forming the Contract are to be read together as a whole and are to be taken as mutually explanatory.
- 1.2.2 Should there be any doubt or ambiguity in the interpretation of the Contract Documents or in any of them, the Vendor shall prior to commencing the relative supply or work for supply under the Contract apply in writing to IOCL for resolution of the doubt or ambiguity. Should the Vendor fail to apply to IOCL within 7 days from the date of receipt of the Order for its clarification as aforesaid, the Vendor shall perform the relative work and/or make the relative supply at his own risk.
- 1.2.3 Any item of supply or service relative thereto shown, indicated or included by expression or implication in any document forming part of the Contract shall be

deemed to form part of the Scope of Supply with the intent that the indication or inclusion of the supply or service within any of the said documents shall be a sufficient indication of the Scope of Supply or service covered by the Contract.

- 1.2.4 No verbal agreement or assurance, representation or understanding given by any employee or officer of IOCL or so understood by the Vendor shall anyway bind IOCL or alter the Contract Documents unless specifically given in writing and signed by or on behalf of IOCL as an Agreed Variation to the relative term(s) in the Contract Document(s).
- 1.2.5 Clause headings given in this or any other Contract Documents are intended only as a general guide for convenience in reading and segregating the general subject of the various clauses, but shall not govern the meaning or import of the clauses there under appearing or confine or otherwise affect the interpretation thereof.

1.3 Irreconcilable Conflicts

Subject to the provisions of Clause 1.2 hereof, in the event of an irreconcilable conflict between the provision of these General Terms and Conditions of Purchase and/or the Special Conditions of Purchase and/or Addendum (a) and/or the Agreed Variations to the Tender Documents and/or the Purchase Order and/or between any of the other said documents so that the conflicting provision(s) cannot co-exist, to the extent of such irreconcilable conflict, the following order of precedence shall apply so that the conflicting provision(s) in the document lower in the order of precedence set out below shall give way to the conflicting provision(s) in the document higher in the order of precedence, namely:

- (i) Agreed Variations to the Tender Documents;
- (ii) Purchase Order;
- (iii) Addendum/Addenda (a) to the Tender Document;
- (iv) Special Conditions of Purchase;
- (v) General Terms and Conditions of Purchase;
- (vi) Other Contract Documents.

2.0 **CONFIRMATION OF ORDER**

- 2.1 Without prejudice to the formation of contract by acceptance of bid, the Vendor shall acknowledge the acceptance of the Purchase Order by signing and returning the duplicate/photocopy within 7 (seven) days following receipt of the Purchase Order and such acknowledgement shall constitute conclusive evidence of a concluded contract without exception, on the terms and conditions set out in the Bid Documents.
- 2.2 Should the Vendor fail to acknowledge acceptance of the Purchase Order within the period specified above, IOCL may, without prejudice to any other right or remedy available to it, forfeit the Earnest Money Deposit.

3.0 **PRICE**

3.1 Unless otherwise specifically stipulated, the price shall be firm and shall not be subject to escalation for any reason.

3.2 Unless otherwise specifically stipulated, the price for Indigenous Material(s):

- (i) shall be inclusive of road/rail worthy water-proof packing and forwarding charges upto effecting delivery at F.O.T./F.O.R despatch point and shall also be inclusive of inland freight and octroi, terminal taxes and entry taxes as leviable on the transportation or entry of goods into any local area or limits pursuant to the Contract; and
- (ii) shall be exclusive of transit insurance, VAT, Central Sales Tax, State Sales Tax, Excise Duty and/or such other imposts which are leviable by law on the manufacture of finished goods or their sale to IOCL pursuant to the Contract.

3.3(a) If it is stipulated that octroi, terminal taxes and entry taxes are to be borne by IOCL, the Vendor shall arrange for the transporter to pay the octroi, terminal taxes and/or entry taxes, if any leviable and claim reimbursement thereof from IOCL against proof of payment.

(b) If it is stipulated that dispatch shall be on "freight to pay basis", the Vendor shall advise the transporter to collect the freight from IOCL after the full quantity of the Material(s) has/have been delivered in good condition to the Project Site.

3.4 Unless otherwise stipulated, the price of Imported Material(s) shall be the FOB /FCA price of Material(s) and shall be inclusive of sea/air worthy water-proof packing and forwarding charges and loading of Material(s) below deck of vessel and all taxes upto delivery of Material(s) at stipulated Indian Port, shipped through Indian flag vessels, but shall be exclusive of marine/air insurance and ocean/air freight. Except for stipulations to the contrary in the Contract, the provisions of FOB (INCOTERMS-2000) shall apply to ocean shipments and the provisions of FCA (INCOTERMS-2000) shall apply to air shipments.

4.0 **EARNEST MONEY**

4.1 A bid is liable to be rejected unless it is supported by earnest money of a value as provided in the Purchase Requisition/ Request for Quote.

4.2 Earnest Money by the tenderers shall be accepted only in the form of a Demand Draft or Bankers Pay Order drawn on a local bank in favor of Indian Oil Corporation Limited. Bank Guarantee in the format set forth in **Annexure "A"** hereto may be furnished in lieu thereof if the amount of Earnest Money Deposit is not less than Rs. 100,000/-(Rupees one hundred thousand only).

- 4.3 If the Earnest Money is in the form of a Bank Guarantee, the validity of the Bank Guarantee shall be extended by the Vendor at the Vendor's cost and initiative for a period of 3 (three) months beyond the date of the acceptance of bid by IOCL, failing which the Bank Guarantee may be encashed by IOCL and the proceeds held as security for the performance of Vendor's obligation and the due discharge of Vendor's liability under the resultant Contract until the Vendor acknowledges the acceptance of the Purchase Order and furnishes the Performance Guarantee. Should the Vendor fail to accept the Purchase Order and/or furnish the Performance Guarantee within the time specified in this behalf, or specifically permitted by IOCL for the purpose, IOCL may encash the Bank Guarantee furnished by the Vendor by way of Earnest Money Deposit and/or forfeit such proceeds or other encashable Earnest Money Deposit held by it in cash without prejudice to any other right or remedy available to it.
- 4.4 The Earnest Money paid by the unsuccessful bidder(s) shall be refunded/returned within 15 days of the finalisation of the Tender by IOCL.
- 4.5 Earnest Money furnished by a tenderer may also be forfeited in the following circumstances:
- (a) If the tenderer alters or modifies or withdraws their bid prior to opening of the price bid and within the specified validity period of the Tender; or
 - (b) If the tenderer withdraws their bid after the Tender is opened.

5.0 **TERMS OF PAYMENT**

5.1 **For Imported Material(s):**

- a) The price of Imported Material(s) shall be paid in the currency specified in the Contract.
- b) 100% (one hundred percent) of the price of the relative Imported Material(s) (after considering price reduction for delay, if any, as per clause 12.0) will be paid under an irrevocable Letter of Credit against submission of documents specified in the Letter of Credit. The Letter of Credit shall be substantially in the format set forth in the **Annexure "B"** hereto and shall be established either by the State Bank of India or other bankers of IOCL in India.
- c) Unless otherwise specified, the Vendor may draw against the Letter of Credit on presentation of all the following documents:
 - (i) Invoice
 - (ii) Clear Bill of Lading/Airway Bill covering the Material(s) invoiced
 - (iii) Packing list for the consignment

- (iv) Third party Inspector's Certificate covering the invoiced Material(s) wherever applicable
 - (v) Test/Composition Certificate
 - (vi) Certificate of origin
 - (vii) Drawing(s)/Catalogue(s) covering the Material(s), wherever applicable.
 - (viii) Export Certificate, wherever applicable
 - (ix) Invoice of Inspector's charges, wherever applicable
 - (x) IOCL's acknowledgement of Performance Bank Guarantee wherever applicable.
- d) Bank charges payable to IOCL's banker for opening of the Letter of Credit shall be borne by IOCL and bank charges payable to the Vendors' banker shall be borne by the Vendor.
 - e) Should the Vendor desire to get the Letter of Credit confirmed by any other banker, confirmation charges will be borne by the Vendor.
 - f) Unless otherwise agreed, the Letter of Credit shall not permit drawing in more than 3 (three) tranches.
 - g) Unless otherwise specified, the Vendor shall furnish a Bank Guarantee towards performance favoring IOCL within 15-days of the Purchase Order for an amount equivalent to 10% (ten) of the Price of Material(s) from a Scheduled bank in India (including an Indian branch of a foreign bank) acceptable to IOCL in the format set forth in **Annexure "C"** hereto valid (in the first instance) for the period specified in Clause 16.12
 - h) In the event that IOCL requests the Vendor to hold or to warehouse the Material(s) for any period after the Material(s) are ready for shipment, the storage charges as agreed, shall be borne by IOCL in addition to the Price.

5.2 For Indigenous Supply:

- a) Unless otherwise specified in the Contract, where the total contract value does not exceed Rs.50,000/- (Rupees fifty thousand only), IOCL shall release 100 % of the relative Price of Material(s) within 30 days of receipt of the Material(s) at Project Site and their acceptance.
- b) Unless otherwise specified in the Contract, where the total contract value exceeds Rs. 50,000/-(Rupees fifty thousand only) but is less than Rs. 1,00,000/- (Rupees one hundred thousand only), IOCL shall release 90% of the relative Price of Material(s) **on delivery of the documents** specified in (c) hereof below relative hereto, and will release the balance 10% of the Vendor's invoice within 30 (thirty) days of receipt of Material(s) at Project Site and their acceptance.

- c) Unless otherwise specified, where the total contract value of the Material(s) is Rs. 1,00,000/- (Rupees one hundred thousand only) and above, IOCL shall release 90% of the relative price against the documents specified here below relative hereto **through IOCL's bankers** and will release the balance 10% on the Vendor's invoice within 30 (thirty) days of receipt of Material(s) at the Project Site and its/their acceptance. Unless otherwise mentioned, the specified documents are:
- (i) Invoice
 - (ii) Clear Railway Receipt/Truck Receipt/Goods Receipt covering the Material(s) invoiced
 - (iii) Packing list for the consignment
 - (iv) Third Party Inspector's Certificate covering the invoiced Material(s)/ Release Note, wherever applicable
 - (v) Test/Composition Certificate, wherever applicable
 - (vi) IBR Certificate/CMRS Certificate, wherever applicable
 - (vii) Drawing(s)/Catalogue(s) covering the Material(s) , wherever applicable
 - (viii) Guarantee/Warranty Certificate(s), wherever applicable
 - (ix) Invoice of Inspector's charges, wherever applicable
 - (x) Freight Memo(s) if freight is not included in the Price and the RR/TR/GR does not give the freight particulars.
 - (xi) Acknowledgement by IOCL of receipt of Performance Bank Guarantee (wherever applicable)
- d) The financial settlement of the Vendor's invoice is liable to be withheld in the event the Vendor fails to submit the drawings, data and all other documents as called for in the Purchase Order.
- (e) Unless otherwise specified, the Vendor shall furnish a Bank Guarantee towards performance favoring IOCL within 15-days of the Purchase Order for an amount equivalent to 10% (ten) of the Price of Material(s) from a Scheduled bank in India (including an Indian branch of a foreign bank) acceptable to IOCL in the format set forth in **Annexure "C"** hereto valid (in the first instance) for the period specified in Clause 16.12.

6.0 **VENDORS' DRAWINGS AND DATA REQUIREMENT**

The Vendor shall submit drawings, data and documentation in accordance with (but not limited to) what is specified in the Purchase Requisition/Tender documents and/or Vendor's drawing and data form attached to the Purchase Order, within 30 (thirty) days of the Purchase Order. The types, quantities and time limits for submitting these must be respected by the Vendor and the Material(s) shall be deemed not to have been delivered for all purposes (including payment) until completion of the said submissions to the satisfaction of IOCL.

7.0 **FREE ISSUE MATERIALS (for incorporation in the Indigenous supply)**

If the Purchase Order involves the incorporation of any Free Issue Material(s):

- (a) The Vendor shall prior to taking delivery of the Free Issue Material(s) arrange for a Bank Guarantee for the full value of the Free Issue Material in the format set forth in **Annexure "D"** hereto valid from the date of the receipt of the Free Issue Material(s) until delivery of the Material(s) in which the Free Issue Material(s) has/have been incorporated.
- (b) The Vendor shall inspect the Free Issue Material(s) at the time of taking delivery thereof and satisfy itself of the quality, quantity and condition of the Free Issue Material(s). IOCL shall not be liable for any claims or complaints whatsoever in respect of the quality, quantity or condition of the Free Issue Material(s) once the Vendor has taken delivery thereof.
- (c) All Free Issue Material(s) shall be taken delivery of, transported, held, stored and utilized by the Vendor as trustee of IOCL, and delivery of the Free Issue Material to the Vendor shall constitute an entrustment thereof by IOCL to the Vendor with the intent that any transportation, utilization, application or disposal thereof by the Vendor otherwise than for incorporation in the Indigenous Material(s) shall constitute a breach by the Vendor.
- (d) The Vendor shall transport the Free Issue Material(s) only by such transportation as is suitable and shall hold and store the Free Issue Material(s) only at such place and/or premises that are air and water tight and otherwise suitable for the storage of the Free Issue Material(s) so as to prevent damage or deterioration or theft or other loss, and shall arrange such watch and ward as shall be necessary to ensure the safety thereof.
- (e) Notwithstanding the Bank Guarantee mentioned in sub-paragraph (a) above, the Vendor shall replace any Free Issue Material(s) which is/are lost, damaged, misused, stolen or deteriorated with other Material(s) of equivalent quantity and quality and condition, and the same shall be deemed to constitute Free Issue Material(s) and the provisions of sub-

paragraphs (a) to (f) hereof shall apply thereto in the same manner as to the originally supplied Free Issue Material(s).

- (f) Unused Material(s) from the Free Issue Material(s) shall be returned by the Vendor to IOCL and if IOCL so directs, the Vendor shall dispose of the same by sale or otherwise on such terms and conditions as IOCL may stipulate or approve and the Vendor shall pay to IOCL the sale proceeds of the Material(s) so disposed of by sale.

8.0 **THE BILL OF MATERIAL(S)**

- 8.1 Where the price of Material(s) is a lumpsum price and pro-rata payment is envisaged in the Purchase Order, the Vendor shall within 30 (thirty) days of the issue of the Purchase Order furnish to IOCL for approval, a priced and detailed Bill of Material(s)/ Billing Schedule as required covering all Material(s), which shall conform to the price break-up and Total Contract Value given in the Purchase Order. The Bill of Material(s) shall operate as the Billing Schedule for payment of the price of the Material(s). In preparing the Bill of Material(s), the Vendor shall ensure that all contracted Material(s) are included in the Bill of Material(s) so as to ensure that IOCL is not required, due to any oversight or omission, to pay any taxes and duties on a value in excess of the total Value indicated in the Contract. Should IOCL be required to pay excise duty, sales tax or customs duty on account of such oversight or omission, the Vendor shall reimburse such excess payments to IOCL.
- 8.2 The Material Safety Data Sheets in the case of catalysts and chemicals and other items where ever applicabe shall also be submitted within 30 days after receipt of the Purchase Order.

9.0 **MODIFICATION**

- 9.1 IOCL shall have the right to request changes or modifications in the technical documents and/or specifications comprised in the Contract, subject to the Vendor's approval thereto. IOCL shall bear any additional cost and shall be entitled to the benefit of any reduced cost resultant upon any such change or modification.
- 9.2 As soon as possible after receipt of a written request from IOCL for change(s), the Vendor shall furnish in writing to IOCL an estimate of the additional cost or benefit for the change(s) and/or modification(s) requested and its effect on the delivery date. On agreement with respect to the enhanced/reduced cost and modified delivery time, which shall be finalized within 10 (ten) days of the request for the modification, IOCL shall issue an amendment to the Purchase Order, and the Vendor shall promptly proceed with the change(s)/modification(s) contemplated by the amended Purchase Order.

10.0 **SUB-CONTRACTS**

- 10.1 The Vendor shall not assign the Contract in whole or part without obtaining the prior written consent of IOCL.

- 10.2 The Vendor shall, notwithstanding the consent and assignment, remain jointly and severally liable and responsible to IOCL together with the assignee, for and in respect of the due performance of the Contract and the Vendor's obligations there under.

11.0 **EXPEDITING**

- 11.1 IOCL may appoint a Procurement Coordinator to manage, expedite and coordinate the manufacture, shipment and/or despatch of Material(s) covered by the Contract.
- 11.2 The Vendor shall furnish to the Procurement Coordinator within 30 (thirty) days of receiving the Purchase Order, the required number of copies of documents including but not limited to Schedule of manufacture/PERT chart, unpriced copies of sub-orders, phased programme of item-wise manufacture, testing and delivery and any other information and/or documents as may be called for by the Procurement Coordinator.
- 11.3 The Procurement Coordinator shall have free access to the Vendor's shop and sub-suppliers' shop during normal working hours and shall be provided all the necessary assistance and information to help him perform his job.

12.0 **RESPECT FOR DELIVERY DATES AND PRICE DISCOUNT**

- 12.1 The time and date of Delivery of Material(s) as stipulated in the Contract shall be adhered to on the clear understanding that the Price(s) of the Material(s) has/have been fixed with reference to the said Delivery date(s).
- 12.2 If any delay is anticipated by the Vendor in the delivery of the Material(s) or any of them beyond the stipulated date(s) of Delivery, the Vendor shall forthwith inform IOCL in writing of such anticipated delay and of the steps being taken by the Vendor to remove or reduce the anticipated delay, and shall promptly keep IOCL informed of all subsequent developments.
- 12.3 If any Material(s) is/are not delivered within the Delivery date(s) stipulated in respect thereof, IOCL shall be entitled to a discount by way of price adjustment in a sum equivalent to 0.5% (one half percent) of the price of such Material(s) per week or part thereof that the Material(s) remain(s) undelivered beyond the stipulated Delivery period in respect thereof, subject to a maximum discount of 5% (five percent) of the Total Contract Value. Such discount shall be given by the Vendor by equivalent reduction in the invoice value before presentation of documents to the Bank/IOCL for payment. Should the Vendor fail to deliver the Material(s) or to make such adjustment, the discount may be recovered by any other means.
- 12.4 Without prejudice to its rights under Clause 12.3 hereof and to entitlement to discount(s) accrued in terms thereof and in addition thereto, IOCL may at any time after the expiry of the stipulated date(s) of Delivery in respect of any

Material(s), at its discretion terminate in whole or part the Contract in respect of the undelivered Material(s) or any of them and either purchase such Material(s) from any other available source at the risks and costs of the Vendor and recover from the Vendor any additional cost incurred by it on such purchase or recover from the Vendor without such purchase the difference between the market and contract price of such Material(s) on the date of termination of Contract relative thereto.

13.0 **DELAYS DUE TO FORCE MAJEURE**

- 13.1 If a force majeure event as defined below, affecting the Vendor, arises prior to the expiry of the stipulated Delivery period in respect of any Material(s) and the Vendor intends to claim extension of the stipulated date of delivery in respect of such Material(s) or any of them, the Vendor must advise IOCL by notice in writing of such event by means of communication which secures undisputed service of the notice not later than 10 (ten) days of the occurrence of the event. Such occurrence shall be duly certified by a local Chamber of Commerce or statutory authority. The Vendor shall within 10 (ten) days of the end of the Force Majeure event similarly notify IOCL of such cessation, and of the period and Material(s) for which an extension of Delivery date(s) is consequently claimed. Such notification shall be a mandatory pre-condition to a claim for such extension.
- 13.2 Events of Force Majeure shall mean:
- (a) natural calamities, civil wars and national strikes which have a duration of more than seven consecutive working days; and
 - (b) strike at Vendor's works for more than 10 consecutive days.
- 13.3 Commercial hardship and third party breach, strike, shutdown or lockout other than as specified in Clause 13.2 hereof shall not constitute an event of Force Majeure.
- 13.4 In the event of Force Majeure, each party shall bear any costs incurred by it resulting therefrom. The party affected by Force Majeure shall use all reasonable efforts to prevent and reduce to a minimum and mitigate the effect of delays occasioned by such Force Majeure.
- 13.5 Subject to receipt of notices under Clause 13.1 above, the stipulated Delivery date(s) may be extended by IOCL. The decision of IOCL on the Vendor's claim for extension of time and the time of extension and Material(s) on which extension is given shall be final and binding on the Vendor. On the grant of such extension, the extended date shall be deemed to be the stipulated Delivery date for the purpose of calculating price discount under Clause 12.3 hereinabove.
- 13.6 If the Vendor is prevented from fulfilling its contractual obligations for a continuous period of three (3) months because of Force Majeure, then the Vendor and IOCL shall consult with each other with a view to agreeing on the action to be taken under the circumstances, and failing such agreement, IOCL

shall be entitled to terminate the contract in whole or to the extent that its performance is prevented by Force Majeure.

14.0 WARRANTY OF TITLE

- 14.1 The Vendor warrants that the Material(s) sold and supplied by it to IOCL pursuant to the Contract shall be free from any and all defects in title including but not limited to any charge, third party claim, mortgage, hypothecation, foreclosure, lien, restriction, injunction, attachment or encumbrance whatsoever and shall hold and keep IOCL indemnified from and against any and all contrary claims, demands, actions and proceedings and all costs (including legal costs), charges, expenses and losses suffered or incurred by IOCL as a consequence thereof and/or to defend any such claim, demand, action or proceeding.
- 14.2 The Vendor shall be understood to have represented to IOCL that the use by IOCL of the Material(s) supplied by the Vendor will not infringe any third party patent rights or pending patent applications or other intellectual property rights. Accordingly, the Vendor will hold harmless and indemnify IOCL against all costs (including legal costs), charges and expenses incurred or any damages or other sums that may be assessed or become payable under any decree or judgment of any court or under any settlement resulting from any suit, claim or action for infringement of third party patents or other third party intellectual property.

15.0 INSPECTION AND TESTING

- 15.1 In addition to any tests to be conducted by the Vendor under the Contract or any applicable codes or standards, the Material(s) shall be subject to inspection and/or testing by Inspector(s) (including Third Party Inspector(s)) at any time prior to shipment and/or despatch and to final inspection within a reasonable time after arrival at the Project Site. The Inspector(s) shall have the right to carry out the inspection or testing, which will include inspection and testing of the raw materials at manufacturers shop, at fabricators shop and at the time of actual despatch before and/or after completion of packing.
- 15.2 In addition to testing and inspection by Inspectors, IOCL may nominate an institutional agency like Boiler-Inspectorate for official testing of coded equipment. The Vendor shall ensure that all procedures for preparation and performance of tests prescribed by such institution shall be scrupulously complied and observed.
- 15.3 Unless otherwise specified in the Contract, the inspection shall be carried out as per the relevant standards/scope of inspection provided alongwith the Tender Enquiry/Purchase Order. All charges for Third Party Inspectors shall be borne by the Vendor and IOCL shall reimburse these charges at actual against documentary proof of payment (limited to the amount indicated in the Contract towards third party inspection,) unless such inspection has become infructuous for any cause.

- 15.4 All manufacturers shall submit test certificates and analytical reports from material laboratories in respect of raw materials employed and components incorporated shall have to be presented by the Vendor.
- 15.5 Before shipping or despatch, the Material(s) will have to be checked and stamped by the Inspector(s) who may forbid the use and dispatch of any equipment and/or Material(s) which during tests and inspection fail(s) to comply with the specifications, codes and testing or other contractual requirements applicable thereto, and the Vendor shall not tender such rejected Material(s) for supply to IOCL nor shall incorporate the same in any Material(s) to be tendered for supply to IOCL.
- 15.6 The Vendor will inform IOCL at least eight (8) days in advance of the exact place, date and time of tendering the Material(s) for required inspection and provide free access to the Inspector(s) during normal working hours at Vendor's or his/its sub-Suppliers' works, and place at the disposal of the Inspector(s) all useful means for undertaking the Inspection, checking the results of tests performed, marking the Material(s), getting additional tests conducted and final stamping of the Material(s).
- 15.7 All tests will be performed at the Vendor's expense and if required by the Inspector(s), shall be conducted in accordance with the Inspector's instructions. The Vendor shall also bear the expense for the preparation and rendering of tests required by the Boiler Inspectorate or other statutory testing or certifying agencies/institutions.
- 15.8 Unless otherwise specified, all charges for the Inspection shall be borne by the Vendor.
- 15.9 IOCL may, at its own expense, have its representative(s) witness any test or inspection. In order to enable IOCL's representative(s) to witness the tests/inspections, the Vendor shall notify IOCL at least 30 (thirty) days in advance, of the schedule of all inspection hold points prior to the initiation of equipment fabrication. IOCL shall be notified eight (8) calendar days in advance of any changes in the schedule of inspection. IOCL will advise the Vendor in advance whether it intends to have its representative(s) be present at any of the inspections.
- 15.10 Even if the inspection and tests are fully carried out, the Vendor shall not be absolved from its responsibilities to ensure that the Material(s), raw materials, components and other inputs are supplied strictly to conform and comply with all the requirements of the Contract at all stages, whether during manufacture and fabrication, or at the time of Delivery as on arrival at site and after its erection or start up or consumption, and during the defect liability period. The inspections and tests are merely intended to prima facie satisfy IOCL that the Material(s) and the parts and components comply with the requirements of the Contract.
- 15.11 The Vendor's responsibility shall also not be anyway reduced or discharged because IOCL or IOCL's representative(s) or Inspector(s) shall have examined

or commented on the Vendor's drawings or specifications or shall have witnessed the tests or required any chemical or physical or other tests or shall have stamped or approved or certified any Material(s).

- 15.12 Unless otherwise specifically permitted by the Contract, no Material(s) shall be dispatched for delivery or delivered under the Contract without being stamped or otherwise approved for delivery by the Inspector(s).
- 15.13 Notwithstanding approval by the Inspector(s), if on testing and/or inspection after receipt of the Material(s) at Project Site, any Material(s) is/are found not to be in strict conformity with the contractual requirements or specifications, IOCL shall have the right to reject the same and hold the Vendor liable for non-performance of the Contract. The provision of Clause 16.5 to 16.11 shall mutatis mutandis apply to such rejected Materials.

16. **ACCEPTANCE OF MATERIALS & GUARANTEES**

- 16.1 The Vendor acknowledges that notwithstanding the provision or approval of any drawings, designs, specifications, source of supply or other data relative thereto by IOCL and/or the testing of Material(s) in accordance with the requirements of the Contract or any applicable code or specification and/or any inspection of the input or Material(s) by the Inspector(s) or issue of an Inspection Certificate relative thereto and/or any other act, matter or thing done or required by IOCL to satisfy itself of the quality, quantity, sufficiency or efficiency of the Material(s) prior to delivery thereof and/or the transfer of title and/or risks in relation to the Material(s), shall not be deemed or understood to constitute acceptance of the Material(s) by IOCL nor shall IOCL be understood to have accepted any Material(s) other than plant, machinery, equipment and parts and components unless such Material(s) have been received at the Project Site of IOCL and found to be acceptable as evidenced by a Certificate of Acceptance issued by IOCL, and in case of plant, machinery, equipment and parts and components, unless they have been incorporated into the relative Project Unit and the said Unit has been tested and the relative plant, machine, equipment, part or component has successfully functioned without patent defect.

- 16.2 To this end, the Vendor guarantees that:

- (i) All materials used in the execution of the Contract and all Material(s) used in performance thereof shall be in strict compliance and conformity to the characteristics, requirements and specifications of the Contract and suitable for the purpose for which such Material(s) are intended to be used if such purpose has been disclosed or is/are suitable for use to which such Material(s) are ordinarily put to use, if such purpose has not been disclosed.
- (ii) In the case of machinery, plant or equipment with rated capacities, outputs or other characteristics, that the machinery, plant or equipment as the case may be, shall function to such capacities and/or outputs and shall meet the other characteristics required in respect thereof.

- 16.3 The Vendor further undertakes to replace any Material(s) if found not to conform to the guarantees aforesaid at any time during the defect liability period applicable thereto. IOCL shall give written notice of the defect to the Vendor and of the rejection of the defective Material(s).
- 16.4 If the defect can be rectified or repaired without diminishing the quality, utility, efficiency or life of the Material(s) (of which IOCL shall be the sole judge), instead of outright rejection of the Material(s) IOCL may at its discretion permit the Vendor to rectify the defect(s) within a period to be specified by IOCL in this behalf in the notice. Should the Vendor fail to take action satisfactory to IOCL to rectify the defect(s) within the period specified, IOCL may at its option, at the risk and cost of the Vendor in all respects, rectify or repair or cause to be rectified or repaired the defect(s) either by itself or through any other source or agency, or to reject the defective Material(s).
- 16.5 Should IOCL, notwithstanding the endeavour to do so, be unable to rectify or repair or get rectified or repaired the defect(s) within a reasonable time, IOCL may, notwithstanding such endeavour reject the defective Material(s).
- 16.6 The Vendor shall repair, rectify and/or replace, as the case may be, the defective and rejected Material(s) without entitlement to any extra payment. DDP INCOTERMS 2000 shall apply for such replacement parts or components or Material(s) at Project Site with respect to imported parts or components or materials.
- 16.7 The Vendor shall at its own risk and cost remove any rejected Material(s) from the Project Site, and in case of plant, machinery, equipment, parts or components which have been installed, cause the same to be dismantled and removed from the Project Site subject to the Vendor in all cases prior to the removal of the rejected Material(s) from the Project site:
- (i) furnishing a bank guarantee to IOCL from a Scheduled bank in India (including an Indian branch of a foreign bank acceptable to IOCL) and in a format set forth in **Annexure "E"** hereto for the value paid by IOCL on the Material(s) rejected; and
 - (ii) undertaking to replace the rejected Material(s) with other Material(s) conforming to the Vendor's guarantees aforesaid applicable thereto.
- 16.8 The Vendor shall not without the prior written consent of IOCL utilize any rejected Material(s) in the re-supply.
- 16.9 The Defect Liability Period with respect to any Material(s) replaced, repaired and/or rectified shall be reckoned from the date of such replacement, repair and/or rectification as the case may be.
- 16.10 Should the Vendor fail to dismantle and/or remove any rejected Material(s) from the Project Site within the time specified in the notice of rejection, IOCL may without prejudice to any other right or remedy, at the risk and cost of the

Vendor cause the rejected Material(s) to be dismantled and sold by public auction or private treaty as it deems fit and hold or adjust the sale proceeds for the recovery of the cost of dismantling, sale and removal of the rejected Material(s) and any amount paid by IOCL towards the price of the rejected Material(s). In so doing, IOCL shall not act as a trustee or constructive trustee of the Vendor and shall be entitled to act solely on the basis of its best judgment without being accountable or liable to the Vendor in any manner except for the proceeds of the sale.

- 16.11 The time taken for the repair, rectification or replacement of Material(s) will not be added to the stipulated Delivery date for the purpose of calculating price discount, and delivery of such Material(s) shall be the date of Delivery of the repaired, rectified or replaced Material(s).
- 16.12 As security for the due performance of its obligations and the due discharge of its liabilities under the Contract, the Vendor shall within 15 (fifteen) days of the issue of the Purchase Order furnish to IOCL a Bank Guarantee issued by a Scheduled Bank in India acceptable to IOCL, in the format set forth hereto and marked **Annexure "C"** hereinbefore. The Bank guarantee shall remain in force for the entire period required for the performance of the contract and the defect liability period plus a 3 (three) months claim period thereafter. Any shortfall in the value of the Bank Guarantee, as a result of encashment by IOCL either in full or in part, shall be made good by the Vendor within 7 (seven) days of notice by IOCL to the Vendor in this behalf. Any failure by the Vendor to furnish the Bank Guarantee or to enhance the Value of the Bank guarantee as stated above shall constitute a default by the Vendor for which IOCL shall, without prejudice to any other right or remedy available to it, be entitled to terminate the Contract with consequences as indicated in clause 12.4, the provisions whereof shall mutatis mutandis apply.

17. FREIGHT, TAXES AND DUTIES

- 17.1 Subject to the provisions of Clause 17.2, hereunder, Excise duty and Sales tax/VAT payable on the sale and delivery of Material(s) pursuant to the Contract will be paid in the case of Sales tax and reimbursed in the case of VAT and Excise duty at actual within the contractual delivery date. Any increase in the rates of Excise Duty & VAT beyond the contractual completion date or approved extended contractual completion date will be borne by IOCL to the extent CENVATABLE documents passed on to IOCL and IOCL is in a position to get the CENVAT claim from the authorities. However, the benefit of any reduction must be passed on to IOCL
- 17.2 Taxes and duties payable or reimbursable by IOCL to the Vendor on the supply of Indigenous Material(s) shall be included in and shown separately in the Vendor's invoice for the Material(s). However, the Vendor shall not be entitled to claim payment from the bankers or IOCL of CENVATABLE or VATABLE taxes or duties on which IOCL would be entitled to other credits (presently Excise Duty, Value Added Tax (VAT) and Service Tax) without furnishing IOCL

the documents required for IOCL to avail of the full CENVAT / VAT or other tax benefits available to IOCL against the payment of the tax. The Vendor shall prior to despatch of the Material(s) obtain from IOCL a list of the documents required by IOCL to enable it to avail of the relative benefits. Payment or reimbursement of the CENVATABLE / VATABLE / other taxes and duties on which credit is available to IOCL shall be made upon the Vendor furnishing the relevant documents.

- 17.3 Freight and/or octroi and entry and/or terminal taxes, if any, payable or reimbursable by IOCL shall be invoiced separately and shall be paid/reimbursed by IOCL after receipt of the Material(s) at the Project Site and satisfactory proof of payment of the relative octroi, entry and/or terminal taxes, as the case may be.
- 17.4 Freight, taxes and duties are not intended to operate as a profit centre but are intended only to meet the relevant costs incurred on this account. If any reimbursement or collection of the taxes or duties by the Vendor from IOCL is in excess of the freight, taxes and/or duties actually paid by the Vendor, the Vendor shall forthwith refund such excess to IOCL together with interest thereon at 1% (one percent) per annum above the Prime Lending Rate of the State Bank of India from the date of collection until the date of refund.

18.0 **WEIGHTS AND MEASUREMENTS**

- 18.1 The shipping documents, invoices, packing lists and all other relevant documents shall contain the same units of weights and measurements as given in the Contract Documents, in respect to the following data:
- a. Unit net weight
 - b. Unit gross weight (including packing)
 - c. Dimensions of packing
- 18.2 All weights and measurements recorded by the Procurement Co-ordinator or Inspector(s) on receipt of the Material(s) at the Project site will be treated as final.

19.0 **PACKING & MARKING**

- 19.1 All Material(s) shall be suitably packed in weatherproof seaworthy/airworthy packing for ocean/air transport under tropical conditions and/or for rail and road or other appropriate transport within India. The Vendor shall ensure that the packing is strong enough to ensure safety and preservation of the Material(s) upto the Project Site or other point of final destination.
- 19.2 Material(s) shall be protected by a suitable coat of paint and all bright parts shall be protected from rust by application of rust preventives as may be necessary. All machinery surfaces shall be suitably protected.
- 19.3 For uniform Material(s) when packed in several cases/crates, progressive serial numbers shall be indicated on each end. In case of bundles, the

shipping marks shall be embossed on metal or tag and wired securely on each end.

- 19.4. A distinct colour splash in say red-black around each package/crate/bundle shall be given for identification.
- 19.5 All nozzle holes and openings as also all delicate surfaces shall be carefully protected against damage and bad weather. Flange faces of all nozzles shall be protected by blanks. All manufactured surfaces shall be painted with rust proof paint or as specified in the specification.
- 19.6 All threaded fittings shall be greased and provided with a plastic cap. All pipes and sheets shall be marked with strips bearing progressive numbers.
- 19.7 All small pieces shall be packed in cases. All fragile and exposed parts will be packed with care and packages will bear the words "HANDLE WITH CARE" in English and in the case of Indigenous Supply, in Hindi also.
- 19.8 The Vendor shall be held liable for all damages or breakages to the Material(s) due to defective or insufficient packing as well as for corrosion due to insufficient greasing/protection.
- 19.9 On three sides of the packages, the Vendor shall affix or cause to be affixed the following marks clearly visible in indelible paint

FROM: VENDOR

TO: INDIAN OIL CORPORATION LTD.
[Address] INDIA

PURCHASE ORDER NO.: [] Rev. No.: []
10 DIGIT ITEM CODE : []
EQUIPMENT NOMENCLATURE: []
NET WEIGHT: []kg/lb
GROSS WEIGHT: []kg/lb
CASE NO.: [] OF [] TOTAL CASES
DIMENSIONS: [] IMPORT LICENCE NO.[]

NOTE: Marking shall be bold with a minimum letter height of 5 cm.

- 19.10 a) For every shipment, packages must be marked with serial progressive numbering. The numbering will be progressively continued for each subsequent shipment covering the Contract.
- b) All packages will bear warning signs on the outside denoting the center of gravity and sling marks. Packages that require special handling and transport shall have their centers of gravity and points at which they may be gripped clearly indicated and marked "Attention Special Load -

Handle With Care□ in English Language. Any other direction for handling shall also be clearly indicated on the package.

- c) Top heavy containers will be marked either □TOP HEAVY□or □HEAVY ENDS□
- d) When packing is clean and light colored, a dark black stencil paint shall be acceptable. However, where packing is soiled or dark, a coat of flat Zinc white paint shall be applied and allowed to dry before applying the specific marking(s).
- e) Colour codification shall be used to identify different items e.g, IBR, NACE, Fire Safety Items etc.

19.11 In case of large equipments like vessels, heat exchangers etc., documents contained in a waterproof envelope shall be fastened inside a shell connection with an identifying arrow sign □DOCUMENTS□ applied with indelible paint.

20.0. **DESPATCH INSTRUCTIONS**

For Indigenous Material(s)

- 20.1 Unless otherwise advised by IOCL or the Procurement Co-ordinator in writing, Material(s) shall not be despatched without prior inspection and/or testing and Release Order/Material(s) Acceptance Certificate issued by the Inspector(s).
- 20.2 The Vendor shall exercise due care to ensure that the consignment is booked under appropriate railway classification, failing which any additional freight incurred by IOCL due to the Vendor booking the Material(s) under a wrong railway classification shall be borne by the Vendor.
- 20.3 The Material(s) shall be consigned in the name of the consignee viz.

Indian Oil Corporation Ltd.,
[Site address]
- 20.4 The Material(s) shall be transported only through bank approved transporters by the most economical and expeditious mode of transport to the destination as applicable for respective mode of despatches as follows :
 - (a) By Rail in wagon load consignment to : *[Name and address of Refinery / Project to be specified]*
 - (b) By road transport to : *[Name and address of Refinery / Project to be specified]*

IOCL and the Procurement Coordinator shall have the right to advise any change in despatch point or destination and/or mode of transport in respect of any Material(s). Any extra expenditure incurred by the Vendor on this account

supported by satisfactory documentary evidence, will be reimbursed to the Vendor by IOCL.

21.0 SHIPMENT AND SHIPMENT NOTICES

21.1 Imported Material

The Vendor shall make shipment only after prior approval of the Inspector(s) unless otherwise specifically authorized in writing by IOCL or the Procurement Coordinator. As soon as any shipment is made, the Vendor shall send advance information by way of FAX message [Fax No 022-26400774] to the Dy. General Manager, Indian Oil Corporation Ltd.(Refinery Division), G-9, Ali Yavar Jung Marg, Bandra (East) Mumbai- 400 051 for Mumbai consignments and to the Dy. General Manager (Fax: 033-24145020) Indian Oil Corporation Ltd.(Refinery Division), Indian Oil Bhavan (Refineries Division) Central Wing, 6th Floor, 2, Gariahat Road (South), Kolkata-700068 for Kolkatta consignments (or other specified authority in respect of Material(s) consigned to other Ports), giving particulars of the shipments, vessels name, port of shipment, Bill of Lading number and date for ocean shipment and Airway Bill number & Date & Flight details for air consignment, total FOB and freight value with confirmation copy to IOCL, addressed to [designation and address]

21.2 Indigenous Material

Immediately after shipment, the Vendor shall inform despatch particulars to IOCL/ Procurement Coordinator hereunder :

1 copy to Chief Materials Manager, [*Address & Fax no*]

1 copy to IOCL (Stores) addressed to [*Designation, Address & Fax no.*]

In the case of project orders, in addition to the above, a copy to the Chief Projects Manager addressed to: [*Address & Fax no.*]

(PMC as per Purchase Order) addressed to: [*Designation, Address & Fax no.*]

22.0 MARINE AND TRANSIT RISK INSURANCE

22.1 Marine/Air and Transit Risk Insurance shall be covered by IOCL against its Open General Policy.

22.2 The Vendor shall send IOCL information of the proposed shipment/consignment well in advance by telegram/fax/e-mail/courier to enable IOCL to take necessary action for the marine/air/transit insurance of the shipment/consignment.

22.3 The Vendor shall advise the despatch particulars of the shipment/consignment to the Insurance Company by fax / email under advice to the Procurement Coordinator promptly after shipment to ensure that the consignment is fully covered by insurance. Any failure by the Vendor to do so shall place the consignment at the Vendor's risk.

23.0 SHIPPING AND SHIPPING DOCUMENTS

23.1 For Imported Materials(s)

- (a) The Vendor shall arrange with Vessel owner(s) or Forwarding Agent(s) specified in the Contract Documents for proper storage of the Material(s) in a manner so as to facilitate the handling and off-loading at the port of destination and to avoid any over carriage on discharge. All shipment by ocean vessel shall be under deck.
- (b) The Bill(s) of Lading/Airway Bill shall be made out in favor of Indian Oil Corporation Ltd. [Refinery/Unit] or to the order of the L/C opening bank, and the notify column should indicate [Designation] Indian Oil Corporation Ltd. [Refinery Division], G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai- 400061 for port of discharge Mumbai and to the Dy. General Manager, Indian Oil Corporation Ltd., Indian Oil Bhavan (Refineries Division) Central Wing, 6th Floor, 2, Gariahat Road (South), Kolkata-700 068 for port of discharge Kolkatta or other specified authority in respect of Material(s) consigned to other ports.
- (c) All columns in the body of the Bill of Lading/Airway Bill namely marks and Numbers, material description, weight particulars, etc. should be completed accurately and such statement should be uniform in all the shipping documents. The freight particulars should mention the basis of freight tonnage, heavy lift charges, if any, surcharge, discount, etc. clearly and separately and the net total freight payable, shown at the bottom.
- (d) The Bill of Lading/Airway Bill shall be free of any liability of IOCL to the carrier for demurrage.
- (e) The Bill of Lading/Airway Bill shall indicate the following:

Consignee : Indian Oil Corporation Limited
[Name of Refinery/Project]
- (f) All documents viz. Bill of Lading/Airway Bill, invoices, packing list, freight memos, country of origin certificate, Third Party Inspection Release Certificate, inspector's certificate, Export certificate (wherever applicable), test certificates, drawings and catalogues should be in the English language.
- (g) (i) In addition to the Bill of Lading/Airway Bill, which should be obtained in 3 (three) stamped originals plus as many copies as required, invoices, packing lists, freight memos (if the freight particulars are not shown in the Bill of Lading), country of origin certificate(s), Third Party Inspection Release Certificate, inspector's certificate, Export certificate (wherever applicable) and test/composition certificate, shall be made out against each shipment in as many number of copies as are shown in Clause 23.3.
- (ii) The Bill of Lading/Airway Bill, invoice and packing list must specifically show uniformly, the marks and numbers, material description, contents case-wise,

country of origin, consignee's name, port of destination and all other indicated particulars. The invoice must show the unit rates and net total FOB price. The invoice must cover also items packed separately and the value shown accordingly.

- (iii) The packing list must show, apart from other particulars, the actual contents in each case, net and gross weights and dimensions and the total number of packages.
- (iv) All documents must be duly signed by an authorized representative of the Vendor.

23.2 In case of FOB contracts:

- (i) Shipping Arrangements shall be made through nominated freight forwarders (in the country of exit) as detailed in the Purchase Order and freight will be accordingly paid by IOCL in Indian Rupees.
- (ii) The Vendor shall furnish to the respective nominated freight forwarder, the full details of consignment such as outside dimensions, weights (both gross and net), No. of packages, technical description and drawings, name of the supplier, ports of loading etc. two weeks prior to the proposed date of shipment to enable the concerned agency to arrange the shipping space.

23.3 The Vendor shall obtain the shipping documents in required number of sets including three original stamped copies of the Bill of Lading/Airway Bill immediately after the shipment is made and airmail the shipping documents in the manner stipulated hereunder to ensure that the documents so forwarded are received at least one week before the vessel's arrival. The Vendor shall be fully responsible for any delay and/or demurrage in clearance of the consignment at the port due to delay in forwarding the shipping documents. If in terms of the Letter of Credit, the complete original set of documents are required to be sent to IOCL through the bank, the distribution indicated below will be confined to obtaining copies of documents only.

Documents	IOCL (Office that issued the PO)	IOCL (Port Office)	IOCL (Project Site)
Bill of lading/Airway Bill	3 (including 1 original)	1	1
Invoice	2	2	1
Packing List	2	2	1
Certificate of Origin	2	2	1
Test/Composition Certificate	2	2	1
Third Party Inspection Release Certificate	1	1	1 (original)
Drawing/Catalogue	1	1	1
Invoice of Third Party/Lloyds for Inspection Charges, wherever applicable.	2	1	1
Export Certificate (where applicable)	1	1	1

24.0 **INVOICING & NEGOTIATION OF DOCUMENTS**

24.1 Indigenous Material(s)

- (a) Unless otherwise directed by IOCL, Invoices and other documents shall be forwarded by the Vendor to IOCL as stipulated hereunder:
 - (i) Original Invoice ☐ 1 copy of document as per Purchase Order to the Chief Finance Manager, [Address, Fax No.]
 - (ii) 1 copy of Invoice with original documents as per Purchase Order to Chief Materials Manager, [Address, Fax No.] along with technical catalogues, Inspection certificate and Inspectors Release Note.
- (b) Where payment is to be released to the Vendor against despatch documents through the bank, the Vendor shall forward two complete original sets of the documents specified in clause 5.2(c) to the specified banker of IOCL with a stipulation that the banker shall forward one set of the documents to IOCL with LSC intimation and acceptance before retirement of the documents from the Bank. One complete set of all of the abovementioned documents shall be sent to the Chief Materials Manager [Address, Fax No.]. Documents will not be retired by the bank failing strict compliance by the Vendor of the above mentioned despatch requirements.
- (c) Where payment is to be released to the Vendor directly by IOCL, two sets of all the documents mentioned in (b) above shall be submitted/forwarded directly to the Chief Materials Manager [Address, Fax No.] and upon processing, the payment shall be released through the Finance Department, by cheque.

25.0 **TRANSFER OF TITLE AND RISK OF LOSS**

25.1 For Indigenous Material(s):

The transfer of property and risk in Indigenous Material(s) shall be deemed to take place as follows:

- (a) For delivery F.O.R. or F.O.T. despatch point: On handing over the Material(s) to the carrier against receipt of clean Railway Receipt/Truck or Lorry Receipt and such receipt having been handed over to IOCL.
- (b) For despatch F.O.R destination station : On removal of the Material(s) by IOCL from the railway authorities at the destination station.
- (c) Equipment sent freight/carriage paid to the Project Site: On receipt of the Material(s) by IOCL at the Project Site.

25.2 For Imported Material(s):

The transfer of property and risks in Imported Material(s) shall be deemed to take place as follows:

- (a) For FOB / FCA deliveries: On handing over the Material(s) to the carrier and issue of clean Bill of Lading/Airway Bill (except for freight to pay) and its transmission to IOCL.
- (b) For CFR deliveries: On receipt of the Material(s) by IOCL from the carrier at the destination port/airport.

26.0 **TERMINATION**

26.1 Without prejudice to IOCL's right to price adjustment by way of discount or any other right or remedy available to IOCL, IOCL may terminate the Contract or any part thereof by a written notice to the Vendor, if:

- i) The Vendor fails to comply with any material term of the Contract.
- ii) The Vendor informs IOCL of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
- iii) The Vendor fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
- iv) The Vendor becomes bankrupt or goes into liquidation.
- v) The Vendor makes a general assignment for the benefit of creditors.
- vi) A receiver is appointed for any substantial property owned by the Vendor.
- vii) The Vendor has misrepresented to IOCL, acting on which misrepresentation IOCL has placed the Purchase Order on the Vendor.

26.2 Upon receipt of said termination notice, the Vendor shall discontinue the work on the Contract so far as terminated, and matters connected therewith.

26.3 On termination of the Contract, without prejudice to any other right or remedy available to IOCL under the contract, in the event of IOCL suffering any loss on account of delayed delivery or non-delivery, IOCL reserves the right to claim and recover damages from the Vendor in respect thereof.

26.4 Notwithstanding anything to the contrary herein contained, IOCL will be at liberty to take independent administrative action to place the Vendor under

holiday list for delay or non-performance of its contractual obligations or any of them.

27.0 RECOVERY OF SUMS DUE

Whenever there is any claim against the Vendor for payment of sums of money arising out of or under the execution of the Purchase Order, IOCL may, without prejudice to any other mode or source of recovery available, recover the same from any sum(s) then due or which at any time thereafter may become due to the Vendor under this or any other contract with IOCL and/or by recourse to any bank guarantee available to IOCL for this purpose, and should these sum(s) be not sufficient to cover the recoverable amount, the Vendor shall pay IOCL on demand, the balance.

28.0 NON-WAIVER

Failure of IOCL/IOCL's representative(s) to insist upon adherence to any of the terms or conditions incorporated in the Contract or failure or delay to exercise any rights or remedies herein or by law accruing, or failure to promptly notify the Vendor in the event of breach or the acceptance of or the payment for any Material(s) hereunder or approval of any design or Material(s) shall not release the Vendor and shall not be deemed a waiver of any right of IOCL to insist upon the strict performance thereof or of any of its rights or remedies as to any such Material(s) regardless of when the Material(s) are shipped, received or accepted nor shall any purported oral modifications or revisions of the Contract by IOCL or IOCL's representative(s) act as a waiver of the terms hereof.

29.0 COMPLETE AGREEMENT

The Contract Document(s) including, technical documents, drawings and specifications and other Annexures to the Contract documents constitute the entire agreement between the Vendor and IOCL in relation to the Contract arising out of the Purchase Order. Changes or amendments will be binding only if the amendments/modification are agreed to in writing as an amendment/variation to the relative Contract Document and signed by an authorised representative of IOCL.

30.0 EXCLUSION OF THE GOVT. OF INDIA'S LIABILITY

- 30.1 It is expressly understood and agreed that IOCL has entered into the Contract solely on its own behalf and not on behalf of any other person or entity. In particular, it is expressly understood and agreed that the Government of India is not a party to the Contract and will have no liability, obligation or right whatsoever under the Contract. It is expressly understood and agreed that IOCL is an independent legal entity with power and authority to enter into the Contract solely on its own behalf under the applicable laws of India. The Vendor expressly agrees, acknowledges and undertakes and accepts that IOCL is not an agent, representative or delegate of the Government of India and that the Government of India is not and shall not be liable for any act,

omission, commission, breach or other wrong or liability arising out of the Contract. The Vendor hereby expressly waives, releases and forgoes any and all actions or claims, including cross claims, impleader claims or counter claims, against the Government of India arising out of the Contract and covenants not to sue the Government of India for any manner of claim, cause of action or thing whatsoever arising out of or under the Contract.

31.0 TECHNICAL INFORMATION/CONFIDENTIALITY

- 31.1 Drawings, specifications and details shall at all times be the property of IOCL and shall be returned by the Vendor to IOCL on demand. The Vendor shall not make use of any document, drawing, specification, data or any other information connected with the Contract, for any purpose at any time, save and except in the implementation of the Contract.
- 31.2 The Vendor shall not disclose the technical information furnished or gained by the Vendor under or by virtue of or as a result of the implementation of the Contract and shall make all efforts to ensure that the technical information is kept confidential.

32.0 MODE OF COMMUNICATION

- 32.1 It is understood that IOCL is a multifaceted and multi-locational organization and that for any communication to receive attention it is a prerequisite that the communication is properly addressed and that the subject of the communication is properly identified. To this end, except where otherwise provided, all communications, drawings, invoices, shipping notes, packages, packing lists and other document connected with reference to the Contract shall in the heading boldly set out the Purchase Order Number and date, and shall be addressed to the following:

Chief Materials Manager	Phone	Fax
[Office issuing the Purchase Order]		

Chief Projects Manager Phone Fax
[Site address]

Dy. General Manager	Phone	Fax
IOCL [concerned Port office]	[Concerned office address]	
(For imports)		

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

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

33.0 **PART ORDER/REPEAT ORDER**

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

34.0 **ARBITRATION AND GOVERNING LAW**

34.1 Arbitration: All disputes or differences which may arise out of or in connection with or are incidental to the Agreement(s) including any dispute or difference regarding the interpretation of the terms and conditions of any clause thereof which cannot be amicably resolved between the parties may be referred to Arbitration of a person selected by the Vendor out of a panel of three persons nominated by the General Manager of the Unit or Project of Indian Oil Corporation Ltd. to which the Contract relates. The Arbitration proceedings shall be governed by and conducted in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be [] or New Delhi, India.

34.2 Governing Law: The Agreement(s) shall be construed in accordance with and governed by the laws of India. IOCL shall warrant that the terms and conditions of the Purchase Order shall be valid under existing Indian laws.

35.0 **JURISDICTION**

35.1 Notwithstanding any other Court or Courts having jurisdiction to decide the disputed issue, and without prejudice to the provisions or generality of the Arbitration clause, jurisdiction to decide the question(s) arising out of or relative to the Contract in all matters touching or affecting any arbitration, or arising out of or in relation to or under or in accordance with the Arbitration and Conciliation Act, 1996 or otherwise under or with reference to the Contract shall vest exclusively in the court(s) of competent civil jurisdiction at _____ [where the contract(s)/Purchase Order shall be signed on behalf of IOCL] or at New Delhi and only the said Court(s) shall have the jurisdiction to entertain and try any such actions and/or proceedings to the exclusion of all other Courts, provided that nothing herein stated shall be deemed to anyway authorize any party to seek resolution of any dispute(s) otherwise than the recourse to arbitration in accordance with the provisions of the Arbitration clause herein.

Provided always that an award rendered in any arbitration proceedings arising out of or in relation to the Contract may be enforced or executed in any other country or jurisdiction including without limitation a country in which any party against whom the award is to be enforced or executed is located and a country in which the assets of any such party are located.

* * * *

Annexure - A**FORM OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSIT**

(On non-judicial stamp paper of appropriate value)

BG NO: _____

DATED: _____

VALID UPTO: _____

To,

Indian Oil Corporation Limited
(Refineries Division)
[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. [Address] [] [] [] , (hereinafter called the [Corporation] which expression shall include its successors and assigns) having agreed inter alia to consider the tender of _____ (Name) _____ (Constitution) _____ (Address) _____

(hereinafter referred to as the [Tenderer] which expression shall wherever the subject or context so permits include its successors and assigns) for supply of materials to be awarded under Tender No. _____ upon the Tenderer furnishing an undertaking from the Bank as hereinafter appearing in lieu of a Demand Draft or Bankers Pay Order for the Earnest Money.

We _____ (Name of Bank), a Bank constituted/Registered under the _____ Act, having our Head Office/Registered Office at [Address] _____ (hereinafter called the [Bank] which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to the Corporation, for an amount of Rs..... (Rupees _____) only or US Dollar _____ (United States Dollars _____)

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. The amount stated by the Corporation in any demand, claim or notice made or given with reference to this Guarantee/Undertaking shall as between the Bank and the Corporation for the purpose of this Guarantee/Undertaking be conclusive of the amount payable by the Bank to the Corporation hereunder.
2. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or by any change in the legal constitution of the Bank or the Corporation.

3. Without prejudice to any other mode of service, a demand or claim or any other communication may be made, given and/or transmitted by the Corporation to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete and shall be deemed to have been acknowledged as soon as the ☐OK☐facsimile transmission report for the fax message has been received.
4. Notwithstanding anything contained herein:
 - (i) The Bank's liability under this Guarantee/Undertaking shall not exceed Rs./ US\$ _____ (Rupees / United States Dollars _____ only).
 - (ii) This Guarantee/Undertaking shall remain in force upto (fill in date) and any extension(s) thereof; and
 - (iii) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before the midnight of _____ and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.

The Bank doth hereby declare that Shri _____ [designation] is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

This ____ day of _____ 20 ____

Yours faithfully,

Signature: _____

Name & Designation: _____

Name of the Branch: _____

.....
NOTES:

1. The Bank Guarantee in lieu of Earnest Money Deposit shall be strictly as per above proforma and shall be through a Scheduled Bank operating in India, including the Indian Branch of a foreign bank recognized as a Scheduled bank in India.
2. The Bank Guarantee shall be typed on stamp paper applicable to an agreement in the State in which the Bank Guarantee is issued.
3. This Bank Guarantee shall be sent by the Bank directly to:- Chief Materials Manager, IOCL (Refineries Division).

Annexure - B**[IRREVOCABLE LETTER OF CREDIT- FORMAT]**

To:

This communication is to be considered as our credit instrument and is subject to the Uniform Customs and Practice for Documentary Credit 1993 revision, I.C.C. publication No. 500.

At the request of Indian Oil Corporation Ltd. (hereinafter called ☐the Corporation☐ which expression shall include its successors and assignees) we hereby establish our irrevocable Letter of Credit No. _____ dated _____ in favour of :

(Beneficiary)

for a sum not exceeding (Currency in figures and words) which is payable at sight at the counter of [Beneficiary's Bank] in [Address], covering the FOB/CIF/C&F port supply of Material(s) and equipment under Purchase Order No.[] for the Unit/Refinery of Indian Oil Corporation Ltd.. (IOCL).

This Letter of Credit shall be valid up till [Date]

TERMS OF PAYMENT

Payments under this Letter of Credit shall be made of ____ % of the value of the Invoice(s) drawn by the Beneficiary on IOCL under the said Purchase Order against presentation of the following documents:

Imported Materials:

- (i) Invoice;
- (ii) Clear Bill of Lading/Airway Bill covering the Materials(s) invoiced;
- (iii) Packing list for the consignment;
- (iv) Inspector's Certificate covering the invoiced Material(s);
- (v) Test/Composition Certificate;
- (vi) Certificate of origin;
- (vii) Drawing(s)/Catalogue(s) covering the Material(s);
- (viii) Export Certificate, wherever applicable;
- (ix) Invoice of Inspector's charges, wherever applicable;
- (x) Freight Memo(s) if the freight particulars are not shown in the Bill of Lading/Airway Bill.
- (xi) Copy of faxed intimation of the shipment to IOCL certified by the Beneficiary to be a true copy of the faxed intimation of shipment to IOCL.

Indigenous Supply:

- (i) Invoice
- (ii) Clear Railway Receipt/Truck Receipt/Goods Receipt covering the Material(s) invoiced;
- (iii) Packing list for the consignment;
- (iv) Third Party Inspector's Certificate covering the invoiced Material/Release Note;
- (v) Test/Composition Certificate;
- (vi) IBR Certificate/CMRS Certificate;
- (vii) Drawing(s)/Catalogue(s) covering the Material(s);
- (viii) Guarantee/Warranty Certificate(s), wherever applicable;
- (ix) Invoice of Inspector's charges, wherever applicable;
- (x) Freight Memo(s) if inland freight is not included in the Price and the RR/TR/GR does not give the freight particulars.
- (xi) Copy of faxed intimation of the shipment to IOCL certified by the Beneficiary to be a true copy of the faxed intimation of shipment to IOCL.

SPECIAL INSTRUCTIONS

- * All Bank charges and commissions outside India shall be borne by the Beneficiary.
- * Drawing permitted in not more than 3 (three) tranches.
- * Partial shipment is not permitted.
- * Trans-shipment not permitted.
- * Negotiating Bank to reimburse itself after giving 7 (seven) banking days notice to the Issuing Bank from Issuing Bank's account with _____ (Name of the Issuing Bank's correspondent in _____) at maturity under telex/cable advice to the Issuing Bank indicating the amount claimed.
- * IOCL to be intimated the shipping details by fax immediately on shipment.
- * Documents to be dispatched to Issuing Bank by courier within 7 banking days of receipt by Negotiating Bank.
- * Documents must be presented within _____ days after the date of shipment/dispatch to ensure receipt thereof 7 days prior to the arrival of the vessel.

* * * *

Annexure -C**[PROFORMA OF BANK GUARANTEE (PERFORMANCE)]**

(On non-judicial stamp paper of appropriate value)

To

Indian Oil Corporation Ltd.

[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. (hereinafter called the [Corporation] which expression shall include its successors and assigns) having awarded to [Name], [Constitution]_____ [Address]_____ (hereinafter referred to as the [Supplier] which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract in terms inter alia, of the Corporation(s) Purchase Order No. [] dated (hereinafter referred to as the [Contract]) upon the condition of the Supplier's furnishing security in lieu of cash deposit for the Performance of the Supplier's obligations and/or discharge of the Supplier's liabilities under and/or in connection with the said Supply Contract upto a sum of Rs./US\$ [] [Rupees/United States Dollars _____] only amounting to 10% (ten percent) of the total contract value.

We _____ (name) a body corporate registered/constituted under the laws of _____ and having a branch at [Indian branch address] (hereinafter called [the Bank] which expression shall include its successors and assigns) with the intent to bind the Bank and its successors and assigns, hereby undertake to pay the Corporation at [place] on first demand in writing without protest or demur or proof or satisfaction or condition and without reference to the Supplier, any and all amounts from time to time demanded by the Corporation from the Bank with reference to this Guarantee/Undertaking upto an aggregate limit of Rs./US\$ [] only or [Rupees / United States Dollars _____].

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Guarantee/Undertaking shall be in addition to any other guarantee or any other security whatsoever that the Corporation may now or at any time anyway have in relation to the Supplier's obligations and/or liabilities under and/or in connection with the Contract and the Corporation shall have full authority to take recourse to or reinforce this Guarantee/Undertaking in preference to the other guarantee(s) or security(ies) at its discretion, and no failure on the part of the Corporation in enforcing or requiring enforcement of any other guarantee or security shall have the effect of releasing the Bank from its full liability hereunder.
2. The Corporation shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other security in

respect of the Supplier's obligation(s) and/or liability(ies) under/or in connection with the Contract and/or to vary the terms vis-a-vis the Supplier of the Contract and/or to grant time and/or indulgence to the Supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to release or to forebear from enforcement of all or any of the obligations of the Supplier under the Contract and/or the remedies of the Corporation under any other guarantee(s) or security(ies) now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s) or other indulgence(s) or arrangement(s) with the Supplier or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Corporation hereunder or of prejudicing the rights of the Corporation against the Bank.

3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Bank or of the Corporation.
4. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Corporation in terms hereof.
5. Notwithstanding anything contained herein:
 - (a) The Bank's liability under this Guarantee/Undertaking shall not exceed (currency in figures) (currency in words only)
.....;
 - (b) This Guarantee/Undertaking shall remain in force upto _____
(here put the entire period required for the performance of the Contract and the defect liability period plus 3 (three) months) and any extension(s) thereof; and
 - (c) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before the midnight of _____ and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.
6. The Bank doth hereby declare that Mr. _____ [name & designation of the person authorised to sign on behalf of the Bank] is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

(Signature)
 NAME & DESIGNATION
 NAME OF THE BANK

NOTES:

1. The Performance Bank Guarantee shall be strictly as per above proforma and shall be through a Scheduled Bank operating in India, including the Indian Branch of a foreign bank recognized as a Scheduled Bank in India.
2. The Bank Guarantee shall be typed on stamp paper applicable to an agreement in the State in which the Bank Guarantee is issued.
3. This bank guarantee shall be sent by the bank directly to:-
 Chief Materials Manager, IOCL (Address)

Annexure D

PROFORMA OF BANK GUARANTEE
 (FULL VALUE OF FREE ISSUE MATERIALS)

(On non-judicial stamp paper
 Of appropriate value)

To

Indian Oil Corporation Ltd.
 [Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. [address] (hereinafter called the [Corporation] which expression shall include its successors and assigns) having awarded to [Name], (Constitution) (Address) (hereinafter referred to as the [Supplier] which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract in terms, inter alia, of the Corporation(s) Purchase Order No. [] dated [] (hereinafter referred to as the [Contract]) and having agreed to provide certain free issue material(s) hereinafter referred to as [Free Issue Material] to the Supplier for incorporation in the materials(s) to be supplied under the Contract) upon the condition of the Supplier's furnishing security in lieu of cash for the said Free Issue Material(s) upto a sum of Rs./US\$ (Rupees/ United States Dollars _____ only) being the value of the Free Issue Material(s):

We _____ [name] a body corporate registered/constituted under the laws of [Country] and having a branch at [Indian branch address] (hereinafter called [the Bank] which expression shall include its successors and assigns) with the intent to bind the Bank and its successors and assigns, hereby undertake to pay the Corporation at [place] on first demand in writing without protest or demur or proof or satisfaction or condition, and without reference to the Supplier, any and all amounts from time to time demanded by the Corporation from the Bank with reference to this

Guarantee/Undertaking upto an aggregate limit of Rs./US\$ _____ [_____]
 _____] (Rupees/ United States Dollars _____ only)

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Guarantee/Undertaking shall be in addition to any other guarantee or any other security whatsoever that the Corporation may now or at any time anyway have in relation to the Supplier's obligations and/or liabilities under and/or in connection with the Contract and/or the Free Issue Material and the Corporation shall have full authority to take recourse to or enforce this Guarantee/Undertaking in preference to the other guarantee(s) or security(ies) at its discretion, and no failure on the part of the Corporation in enforcing or requiring enforcement of any other guarantee or security shall have the effect of releasing the Bank from its full liability hereunder.
2. The Corporation shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder, to take any other security in respect of the Supplier's obligation(s) and/or liability(ies) under or in connection with the Contract or the Free Issue Material and to vary the terms vis-a-vis the Supplier of the Contract or the Free Issue Material and/or to grant time and/or indulgence to the Supplier and/or to reduce or to increase or otherwise vary the prices or the total contract value or the value of the Free Issue Material or to release or to forebear from enforcement of all or any of the obligations of the Supplier under the Contract and/or the remedies of the Corporation under any other guarantee(s) or security(ies) now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s) or other indulgence(s) or arrangement(s) with the Supplier or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Corporation hereunder or of prejudicing the rights of the Corporation against the Bank.
3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Bank or of the Corporation.
4. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Corporation in terms hereof.
5. Notwithstanding anything contained herein:
 - (a) The Bank's liability under this Guarantee/Undertaking shall not exceed [currency in figures]. [currency in words] only;

- (b) This Guarantee/Undertaking shall remain in force upto the midnight of (here put the scheduled date of delivery of the Free Issue Material ☐ 3 months) and any extension thereof.
- (c) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before [] and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.
6. The Bank doth hereby declare that Mr. _____ (name & designation of the person authorised to sign on behalf of the Bank) is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

(Signature)

NAME & DESIGNATION
NAME OF THE BANK

NOTES:

1. The Bank Guarantee shall be for the full value of the Free Issue Material(s) as specified by IOCL and shall be strictly as per above proforma and shall be through a Scheduled Bank operating in India, including the Indian Branch of a foreign bank recognized as a Scheduled Bank in India.
2. The Bank Guarantee shall be typed on stamp paper applicable to an agreement in the State in which the Bank Guarantee is issued.
3. This bank guarantee shall be sent by the Bank directly to:-
Chief Materials Manager, IOCL [Address].

* *

Annexure E

**PROFORMA OF BANK GUARANTEE
(FOR THE FULL VALUE OF REJECTED MATERIALS)**

(On non-judicial stamp paper
Of appropriate value)

To

Indian Oil Corporation Ltd.
[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. (hereinafter called the "Corporation" which expression shall include its successors and assigns) having awarded to [Name], (Constitution) (Address) (hereinafter referred to as the "Supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract in terms inter alia, of the Corporation(s) Purchase Order No. [] dated [] (hereinafter referred to as the "Contract") and having agreed to permit the Supplier to remove certain rejected material(s) for which the Corporation has paid the Supplier (hereinafter referred to as the "Rejected Material(s)") upon the condition of the Supplier furnishing security for the satisfactory replacement of the Rejected Material(s) upto a sum of Rs./US\$ [] (Rupees / United States Dollars _____ only) amounting to the full value of the Rejected Material(s).

We _____ [name] a body corporate registered/constituted under the laws of [Country] and having a branch at [Indian branch address] (hereinafter called "the Bank" which expression shall include its successors and assigns) with the intent to bind the Bank and its successors and assigns, hereby undertake to pay the Corporation at [place] on first demand in writing without protest or demur or proof or satisfaction or condition, and without reference to the Supplier, any and all amounts from time to time demanded by the Corporation from the Bank with reference to this Guarantee/Undertaking upto an aggregate limit of Rs./US\$ [] [Rupees/United States Dollars].

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Guarantee/Undertaking shall be in addition to any other guarantee or any other security whatsoever that the Corporation may now or at any time anyway have in relation to the Supplier's obligations and/or liabilities under and/or in connection with the Contract or the Rejected Material(s) and the Corporation shall have full authority to take recourse to or reinforce this Guarantee/Undertaking in preference to the other guarantee(s) or security(ies) at its discretion, and no failure on the part of the Corporation in enforcing or

requiring enforcement of any other guarantee or security shall have the effect of releasing the Bank from its full liability hereunder.

2. The Corporation shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder, to take any other security in respect of the Supplier's obligation(s) and/or liability(ies) under or in connection with the Contract and/or the Rejected Material(s) and to vary the terms vis-a-vis the Supplier of the Contract or Rejected Material(s) and/or to grant time and/or indulgence to the Supplier and/or to reduce or to increase or otherwise vary the prices of the total contract value or the value of the Rejected Material or to release or to forebear from enforcement of all or any of the obligations of the Supplier under the Contract or otherwise in respect of the Rejected Material and/or the remedies of the Corporation under any other guarantee(s) or security(ies) now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s) or other indulgence(s) or arrangement(s) with the Supplier or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Corporation hereunder or of prejudicing rights of the Corporation against the Bank.
- 3.. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Bank or of the Corporation.
4. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Corporation in terms hereof.
5. Notwithstanding anything contained herein:
 - (a) The Bank's liability under this Guarantee/Undertaking shall not exceed [currency in figures]. [currency in words only]
 - (b) This Guarantee/Undertaking shall remain in force upto (put date fixed for replacement of the Rejected Material ☐ 3 months) and any extension(s) thereof;) and
 - (c) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before [] and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.
6. The Bank doth hereby declare that Mr. _____ (name & designation of the person authorised to sign on behalf of the Bank) is

authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

(Signature)

NAME & DESIGNATION
NAME OF THE BANK

NOTES:

1. The Bank Guarantee for full value of Rejected Material(s) shall be strictly as per above proforma and shall be through a Scheduled Bank operating in India, including the Indian Branch of a foreign bank recognized as a Scheduled Bank in India.
2. The Bank Guarantee shall be typed on stamp paper applicable to an agreement in the State in which the Bank Guarantee is issued.
3. This bank guarantee shall be sent by the Bank directly to:-
Chief Materials Manager, IOCL [Address].

* *

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MATERIAL REQUISITION (TOP SHEET)

ITEM DESCRIPTION: TRANSFORMER-DISTRIBUTION-UPTO 5MVA

GROUP ITEM CODE: 13KB

DESTINATION: As per Commercial Documents

MR CATEGORY: I

DELIVERY PERIOD: As per Commercial Documents

DOCUMENT NUMBER

(Always quote the Document Number given below as reference)

A457	057	XD	MR	0322	A	20/03/2014	16	50
JOB NO.	UNIT/ AREA	MAIN COST CENTRE	DOC. CODE	SR. NO.	REV.	DATE	DIVN.	DEPT.
							ORIGINATOR	

NOTES :

- 1 This page is a record of all the Revisions of this Requisition.
- 2 The nature of the Revision is briefly stated in the "Details" column below, the Requisition in its entirety shall be considered for contractual purposes.
- 3 Vendor shall note the MR category and shall submit his offer in line with the requirements included in attached 'Instructions to Bidders'.

REV.	DATE	BY	CHK.	APPD.	DETAILS
A	20/03/2014	PM	ST	ST	ISSUED FOR BIDS

This is a system generated approved document and does not require signature.



ENGINEERS INDIA LIMITED

RO KOLKATA


Project: INDADEPT G

Client: IOCL

SR. NO.	TAG NO/ ITEM CODE/ [ID. NO.]	DESCRIPTION	QUANTITY
01.00		Design, engineering, manufacture, procurement of materials and bought out components, assembly at shop, inspection, testing at manufacturer's works, packing, delivery of 3-phase, 50Hz, ONAN outdoor distribution transformers of the following rating including supply of all commissioning spares & special tools and tackles as required, first fill of oil, documentation as per the enclosed EIL specifications, instructions to vendors, data sheets etc. and other codes and standards attached or referred.	
➤ 01.01	TR021 - TR 022	2500kVA, 6.3/0.433 kV	2 Nos
02.00		<< DELETED >>	
03.00		Transportation from Vendors work/ shop to site for the following as per the enclosed EIL standard specifications, instructions to vendors, job specification, data sheets etc	
➤ 03.01	{03}TR021 - TR 022	For Sr. No. 01.01	2 Nos
04.00		<< DELETED >>	
05.00		Supply of Two Years Operation and Maintenance Spares, as per enclosed instructions to vendor	Lot
06.00		Unit Rates	
06.01		Unit Rates for Specific tests as per the enclosed instructions to vendor.	1
07.00		<< DELETED >>	
08.00		<< DELETED >>	
09.00		Drawings and documents as per attached Vendor Data requirement for all supplies and services covered above in Sr.Nos.1.00 to Sr.No.8.00	Lot

➤ Vendors shall quote prices in EIL Price Schedule except for Sr.No.9.00. Price for documentation is implied to be included in the prices quoted against Sr.No.1.00 to Sr.No.8.00

Vendor to note that the numbers given in square '[' and curly '{}' brackets are not for their use and meant for store purpose only. Items shall be tagged as per main equipment Tag No. only.

 <p>ENGINEERS INDIA LIMITED RO KOLKATA</p>	<p>Project: INDADEPT G</p> <p>Client: IOCL</p>	REQUISITION NO.	REV.
		A457-057-XD-MR-0322	A

LIST OF ATTACHMENTS

SL. No.	DOCUMENT TITLE	DOCUMENT NO.	REVISION			
			REV.	REV.	REV.	REV.
			DATE	DATE	DATE	DATE
FORMATS						
1	Format for Vendor Drawing/ Document Submission Schedule	EIL-1641-1923 Rev.1				
INSTRUCTIONS TO VENDORS						
2	Instructions to Vendor	A457-057-16-50-TR- 0322	A 18/03/2014			
DATASHEET						
3	Data Sheet for Distribution Transformer	A457-057-16-50-DS- 0322	A 18/03/2014			
VENDOR DATA REQUIREMENTS						
4	Vendor Data Requirement	A457-057-16-50-VR- 0322	A 18/03/2014			
QUALITY REQUIREMENTS						
5	Specification for Quality management system requirements from bidder	6-78-0001	0 04/06/2009			
6	Specification for Documentation requirements from Suppliers	6-78-0003	0 04/06/2009			
INSPECTION & TEST STANDARDS						
7	Inspection Test Plan for Oil Filled Transformer	6-81-1041	1 24/12/2007			
SPECIFICATION						
8	Standard Specification for Oil Filled Transformers	6-51-0041	4 27/02/2009			

In case of any subsequent revision of MR or PR, only revised sheets of the attachments listed above shall be issued alongwith the revision.

GENERAL NOTES:



ENGINEERS INDIA LIMITED

RO KOLKATA

Project: INDADEPT G

Client: IOCL

REQUISITION NO.

A457-057-XD-MR-0322

REV.

A

Sheet 3 of 3

तेल भरित ट्रांसफार्मर के लिए विनिर्देश

SPECIFICATION FOR OIL FILLED TRANSFORMERS

5	08.04.2011	REVISED & REISSUED AS STANDARD SPECIFICATION	MK	SA	UAP	DM
4	27.02.2009	REVISED & REISSUED AS STANDARD SPECIFICATION	SA	NS	JMS	VC
3	10.02.2004	REVISED & REISSUED AS STANDARD SPECIFICATION	NPG	RR	VPS	MG
2	21.05.98	REVISED & REISSUED AS STANDARD SPECIFICATION	NPG	VPS	SG	AS
1	10.05.96	REVISED & REISSUED AS STANDARD SPECIFICATION	NPG	VPS	SG	AS
0	2.6.1981	ISSUED AS STANDARD SPECIFICATION			GNT	RSG
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
					Approved by	

Abbreviations:

BS	:	British Standards
BIS	:	Bureau of Indian Standards
CBIP	:	Central Board of Irrigation & Power
CEA	:	Central Electricity Authority
CT	:	Current Transformer
GI	:	Galvanised Iron
HV	:	High Voltage
IEC	:	International Electro Technical Commission
IEEE	:	Institute of Electrical and Electronics Engineers
IP	:	Ingress Protection
IS	:	Indian Standards
LV	:	Low Voltage
MV	:	Medium Voltage
KV	:	Kilo Volt
KVA	:	Kilo Volt Ampere
NGR	:	Neutral Grounding Resistor
OLTC	:	On Load Tap Changer
ONAF	:	Oil Natural Air Forced
ONAN	:	Oil Natural Air Natural
OTI	:	Oil Temperature Indicator
PO	:	Purchase Order
PVC	:	Poly Vinyl Chloride
PRV	:	Pressure Release Valve
RTCC	:	Remote Tap Changer Control
TPN	:	Three Phases and Neutral
VDE	:	Verband Der Elektrotechnik, Elektronik und Information Stechnik
WTI	:	Winding Temperature Indicator
XLPE	:	Cross Linked Polyethylene

Electrical Standards Committee

Convener: Mr. UA Patro

Members: Mr. AK Tickoo
Mr. MP Jain
Mr. BR Bhogal
Mr. Arun Kumar
Mr. KK Gera
Mr. Saeed Akhtar

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1.0 SCOPE

The intent of this specification is to define the requirements for design, manufacture, testing, packing and supply of oil filled power/distribution transformers.

2.0 CODES AND STANDARDS

2.1 The equipment shall comply with the requirements of the latest revision of the following standards issued by BIS.

IS: 335	:New Insulating oils
IS: 1271	:Thermal evaluation and Classification of electrical insulation.
IS: 2026	:Power transformers
IS: 2099	:Bushing for Alternative voltages above 1000 V.
IS: 2705	: Current transformers.
IS: 3347	: Dimensions for porcelain Transformer Bushings
IS: 3637	: Gas operated relays.
IS: 3639	: Fitting & accessories for power transformers
IS: 4201	: Application guide for CTs.
IS: 6600	: Guide for loading of oil immersed transformers
IS: 8478	: Application guide for ON-load tap changers
IS: 8468	: On-load tap changers
IS/ IEC: 60529	:Degree of protection provided by enclosures (IP Code)
IS/IEC: 60947	: LV switchgear and control gear.

2.2 In case of imported equipment, standards of the country of origin shall be applicable if these standards are equivalent or stringent than the applicable Indian standards.

2.3 The equipment shall also conform to the provisions of CEA Regulations and any other statutory regulations currently in force in the country.

2.4 In case Indian standards are not available for any equipment, standards issued by IEC/BS/VDE/IEEE/NEMA or equivalent agency shall be applicable.

2.5 In case of any conflict between requirements specified in various applicable documents for the project, the most stringent one shall prevail. However owner's decision in this regard will be final and binding.

3.0 GENERAL REQUIREMENTS

3.1 The offered equipment shall be brand new with state of art technology and proven field track record. No prototype equipment shall be offered.

3.2 Vendor shall ensure availability of spare parts and maintenance support services for the offered equipment for at least 10 years from the date of supply.

3.3 Vendor shall give a notice of at least one year to the end user of equipment and EIL before phasing out the product/spares to enable the end user for placement of order for spares and services.

4.0 SITE CONDITIONS

Transformer shall be suitable for installation and satisfactory operation in tropical, humid and corrosive atmospheres. The transformer shall be designed to operate under site conditions as specified in data sheet. If not specifically mentioned therein, design ambient temperature of 40°C and altitude not exceeding 1000m above MSL shall be considered.

5.0 CONSTRUCTION

5.1 Transformer tank shall be of welded sheet steel construction and provided with gasketed steel cover plates. Base shall be suitably reinforced to prevent any distortion during lifting. Base channels shall be provided with skids and pulling eyes to facilitate handling.

5.2 Transformer shall be double wound, core type with high grade cold rolled non-aging grain oriented low loss, high permeability silicon steel laminations (M-4 or better grade) perfectly insulated and clamped to minimise vibration and noise. Care shall be taken to insulate core-fastening bolts to reduce losses and avoid hot spots. All parts of magnetic circuit shall be bonded to earth system.

5.3 Transformers shall have conventional type of windings. Foil type windings are not acceptable. Windings shall be of copper and shall be designed to withstand the applicable thermal and dynamic short circuit stresses.

5.4 All covers and seals shall be oil and airtight and shall not be affected by mineral or synthetic oil action. Detachable radiators (tank mounted) equipped with air vent, drain plug and lifting lugs shall be provided with shut-off valves for transformer rated more than or equal to 500kVA to permit removal of any radiator unit without emptying the tank. Radiators shall be securely braced to prevent undue vibration.

5.5 All fasteners and bolts etc. shall be galvanised. All surfaces to be painted shall be thoroughly cleaned, de-scaled, made free from rust and transformer shall be epoxy painted.

5.6 Different non-current carrying parts of transformers shall be connected by copper flexibles for earth continuity purpose.

5.7 Transformer shall be supplied with first filling of oil and 10% extra oil in non-returnable drums. Oil shall conform to IS-335.

6.0 TERMINALS AND MARSHALLING BOX

6.1 Windings shall be brought out and terminated on outdoor bushings, cable boxes or bus-duct chamber, which will be located as specified on the data sheet.

6.2 When outdoor bushings are specified they shall be supplied complete with terminal connectors suitable for the specified conductor size.

6.3 Cable boxes shall be supplied with cable lugs and glands.

6.3.1 For HV XLPE Cables and MV PVC Power/control cables double compression cable glands and crimped type tinned copper cable lugs shall be supplied. Gland plate shall be removable type. For single core cables, gland plate shall be of non-magnetic material. HV cable box shall be suitable for termination of specified size of XLPE insulated cable. The head-room available between cable gland plate and terminals shall not be less than 600mm for cable upto 11 kV, and 900 mm for 22 kV and 33 kV cables. Cable box and disconnecting chamber shall be air insulated.



- 6.3.2 Cable box shall be weatherproof to IP-55. For fixed portion of cable box, inspection cover with lifting handle shall be provided.
- 6.3.3 Primary cable box (where applicable) shall be able to withstand specified primary system fault level for 0.20 secs.
- 6.4 Terminal chamber for bus-duct termination shall have a gasketed cover plate bolted to it and shall be weatherproof to IP-55. A separate inspection cover with lifting handle shall be provided to facilitate connection and inspection. Phase sequence of the bus bars shall be as specified in the data sheets.
- 6.5 Marshalling box shall be mounted on transformer and shall be weatherproof to IP-55. All protective devices and neutral CTs shall be wired by means of PVC insulated copper conductor armoured cables upto the marshalling box. Terminals shall be clamp type. Removable gland plate with double compression type glands shall be provided. Lamp with switch & socket shall be provided in the marshalling box. Preferably, marshalling box shall be located on the front side of transformer.
- 6.6 For transformers having provisions for terminating TPN bus duct on the 433V side, neutral of the star connected secondary winding shall be brought out to a secondary terminal chamber. A CT shall be mounted (if specified) on the neutral terminal with CT secondary wired up to the marshalling box.
- 6.7 A separate neutral bushing shall be provided for neutral earthing of transformers. The neutral CT shall be mounted as below:-
a) CT for 51G shall be located in the earth path after bifurcation of neutral.
b) CT for 64 R can be located before bifurcation of neutral.
Supporting arrangement for GI strip/cable as applicable shall be provided for connection of neutral bushing to earth/NGR.

7.0 COOLING

- 7.1 Type of cooling shall be in accordance with data sheet.
- 7.2 Forced air-cooling system shall have a weather proof IP-55 control panel to be installed on the body of the transformer, complete with cooler controls and cable glands necessary for Purchaser's external cable connections. Contacts shall be provided for remote indication/alarm for following operating conditions:
(i) Auto/manual selection
(ii) Winding over temp.
(iii) Fans ON (for each fan separately) & Fans tripped (for each fan separately).

Cooling fans shall be complete with mounting/supporting structure. These shall be suitably sized to limit the temperature rise of the transformer to specified values with continuous maximum loading of ONAF rating and at maximum specified ambient temperatures. One standby fan per 50% cooler bank shall be provided.

In Auto mode all fans including redundant fans shall be running. In manual mode, provision shall be made for starting each fan independently.

8.0 TAPPINGS & CONTROL

- 8.1 These shall be provided on high voltage side and connected to off circuit or on-load tap changing gear as specified on data sheet. Under conditions of external short circuit, the tap changing equipment shall be capable of carrying the same current as the windings.

8.2 Off circuit tap changing gear:

Off circuit tap changing gear shall have an external operating handle mounted on the transformer side and shall meet the following requirements:

- Positive snap-action contact changing
- The mechanism shall be such that it is impossible for the contacts to be set in a position whereby the windings remain open-circuited or partly short-circuited.
- Mechanical stops at the ends shall be provided to prevent overrun.
- The driving rod through cover or tank wall shall be properly sealed against oil leakage under all service conditions.

The handle shall be metallic and the adequately sized in order to allow operation without the need of tools and be located in a directly accessible position.

The handle shall be provided with padlock facilities to lock the tap changer in the desired position.

Tap positions shall be clearly marked in line with the data given on the rating plate.

8.3 On Load Tap Changer

8.3.1 High speed on load tap changing gear with number of steps as specified on the data sheet shall be provided and mounted on the transformer. The OLTC gear shall have diverter resistance and the current diverting contacts shall be housed in a separate oil chamber segregated from the main tank of the transformer. The contacts shall be accessible for inspection and their tips shall be replaceable.

OLTC oil chamber shall have oil filling, drain and sampling facility. It shall be provided with oil level indicator, connection orifices, valves and silica gel breather shall be provided.

8.3.2 OLTC shall be provided with local and remote controls.

8.3.2.1 Local Control

a) Manual-Mechanical Control

The cranking device for operation of the OLTC gear shall be removable and located at a height not exceeding 1500mm above ground level for easy operation. The mechanism shall be complete with normal accessories including at least the following:-

- A mechanical tap position indicator (Rated tap voltages shall be marked on the diagram plate).
- A mechanical operation counter.
- Mechanical stops to prevent over cranking of the mechanism beyond extreme tap positions.

b) Electrical Control

Control circuit shall incorporate the following:

- i) Local/remote manual electrical operation.
- ii) Device to ensure a positive and full completion of tap change once it is initiated even if there is loss of power.
- iii) An interlock to cut-off electrical control automatically upon recourse being taken to manual mechanical control in emergency.
- iv) Electrical interlock to cut-off a counter impulse for a reverse tap change, being initiated during a progressive tap change and until the mechanism comes to rest and resets circuits for a fresh operation.

- v) All auxiliaries and devices for electrical control of OLTC gear should be housed in a weather-proof cabinet mounted on the transformer and shall include:
- Local tap position indicator
 - 5 digit operation counter
 - Cubicle lighting
 - Thermostatically controlled space heater.
 - Miniature circuit breaker with magnetic and thermal overload devices for controlling the incoming supply to the OLTC motor.
 - Padlocking arrangement for the hinged cabinet door.
 - Removable plate with cable glands.
 - Inside tag with control scheme indelibly marked.

8.3.2.2 Remote Tap Changer Control Panel

- a) Remote Tap Changer control panel shall comprise of the following:

- Individual/parallel control on Master follower sequence selector switch.
- Raise/lower control switch.
- Potentiometer type tap position indicator.
- Out of step relay.
- Time delay relay.
- Indicating lamp for out of step.
- Out of step buzzer.
- Indicating lamp for tap changer supply available.
- Indicating lamp for tap change in progress.
- Voltage Sensing Relay (If specified)

- b) RTCC panel shall be dust & vermin proof, floor mounting, and freestanding type. The enclosure shall be cold rolled sheet of 2.0 mm thick. All doors and opening shall be provided with neoprene gaskets.

8.3.4 OLTC wherever called for shall be suitable for bi-directional power flow.

9.0 ACCESSORIES

- 9.1 The following accessories shall be provided as a minimum:

- i) Rating Plate
- ii) Terminal marking Plate
- iii) Two earthing terminals
- iv) De-hydrating breather (For transformer rated 25 kVA and above for rated voltage 11 kV and below, and all ratings above 11 kV)
- v) Conservator (For transformer rated 50 kVA and above for rated voltage 11 kV and below, and all ratings above 11 kV)
- vi) Air release Device (for transformers with conservator)
- vii) Oil filling hole with cover
- viii) Oil Level indicator with alarm contact
- ix) Thermometer pocket
- x) Oil temperature indicator with alarm & trip contacts
- xi) Winding temperature indicator with alarm & trip contacts (for transformers of rating 500 KVA and above)
- xii) 4-20mA transducers for OTI & WTI (For Transformers rated above 1000kVA)
- xiii) Pressure relief valve shall be provided (with alarm contact).
- xiv) Sampling valve

- xv) Conservator drain valve
- xvi) Top oil filter valve
- xvii) Drain cum bottom filter valve
- xviii) Double float Buchholz relay
- xix) Separate neutral bushing outside terminal box with connector assembly
- xx) Inspection cover
- xxi) Terminal box
- xxii) Marshalling box
- xxiii) Lifting lugs
- xxiv) Jacking lugs
- xxv) Cross channels with towing lugs

9.2 Conservator shall be complete with oil filling plug and cap, oil drain valve, oil level gauge in addition to magnetic oil level gauge. A flexible oil resistance air bag shall be provided for conservator for transformer rated above 2500kVA. Air bag shall be designed to withstand repeated expansion and contraction due to changes in oil level.

9.5 Separate buchholz relay shall be provided for main tank and OLTC chamber. This shall be double float type for the main tank with separate normally open trip and alarm contacts. For the OLTC chamber the relay shall be of single float type or oil surge relay with one trip contact. Isolating valve shall be provided on either side of the relay and distance piece shall be supplied.

9.9 Size of valves for drain, filter and sampling shall be as per table below.

Transformer rating (kVA)	Size of drain valve (mm)	Size of filter valve mm	Size of sampling valve Mm
Upto 1600	25	25	15
>1600 to 10000	50	25	15
>10000 to 25000	80	50	15
>25000 to 50000	100	50	15
>50000	100	50	15

9.10 ECS Interface signals as listed below shall be provided if specified in the data sheet / projects specifications.

- i) Selector switch status (OLTC/RTCC/Remote Control mode)
- ii) Master / Follower status
- iii) Auto/Manual mode status
- iv) Tap changer out of step status
- v) Tap changer stuck status
- vi) Tap changer status signal (Digital) for each step
- vii) Control Supply failure for RTCC Panel / OLTC
- viii) Raise/Lower Control from ECS

10.0 NOISE LEVEL

Audible Noise level shall not exceed the limits indicated in CBIP manual.

11.0 INSPECTION AND TESTING

11.1 Owner's representative shall be given free access in the works from time to time for stage wise inspection and progress reporting. Four weeks advance notice shall be given to witness the final routine test as per IS: 2026 and other tests as agreed upon. These tests shall be performed on the complete assembly at manufacturer's works. Test certificates duly signed by owner's representative shall be issued as part of final document.

11.2 Routine tests and special tests as listed below shall be carried out on all transformers:

- 11.2.1 GA along with verification of all accessories
- 11.2.2 Dimensional & electrical clearance
- 11.2.3 Rating plate details
- 11.2.4 Terminal/ tapping markings
- 11.2.5 Earthing arrangement
- 11.2.6 Measurement of winding resistance
- 11.2.7 Measurement of voltage ratio and check of voltage vector relationship
- 11.2.8 Measurement of impedance voltage and load loss
- 11.2.9 Measurement of no- load loss and current
- 11.2.10 Induced over voltage withstand test
- 11.2.11 Separate-source voltage withstand test (HV Test)
- 11.2.12 Measurement of insulation resistance before and after HV test
- 11.2.13 Noise level check
- 11.2.14 Magnetic Balance test
- 11.2.15 Dielectric test
- 11.2.16 BDV on transformer oil
- 11.2.17 Tests on OLTC/ control panel (if applicable)
- 11.2.18 Measurement of power taken by fans & oil pumps (on sample basis on one transformer)

11.3 Additional Tests:

- 11.3.1 Oil leakage Test - All tanks and oil filled compartments shall be tested for oil tightness by being completely filled with air/oil of a viscosity not greater than that of insulating oil to IS: 335 at an ambient temperature and subjected to a pressure equal to the normal pressure plus 35 kN/m² measured at the base of the tank. This pressure shall be maintained for a period of not less than 12 hours for oil and 1 hour for air, during which time no leakage shall occur.
- 11.3.2 Vacuum Test - One transformer tank of each size shall be subjected to the specified vacuum as in table-1. The tanks designed for vacuum of 760mm of mercury shall be tested at a maximum internal pressure of 3.33 kN/m² (25mm of Hg) for one hour. The permanent deflection of flat plates after the vacuum has been released shall not exceed the value specified in Table-2 without affecting the performance of the transformer.

Table – 1

Highest System Voltage	MVA Rating	Vacuum Gauge pressure kN/m ²	mm of Hg
Upto 72kv	Upto 1.6	34.7	250
	above 1.6 & upto 20	68.0	500
	Above 20	100.64	760
Above 72kv	For all MVA ratings		

Table – 2

Horizontal length of flat plate (in mm)	Permanent deflection (in mm)
Upto and including 750	5
751 to 1250	6.5
1251 to 1750	8
1751 to 2000	9.5
2001 to 2250	11
2251 to 2500	12.5
2501 to 3000	16
Above 3000	19

- 11.3.3 Pressure Test - One transformer tank of each size shall be subjected to a pressure corresponding to twice the normal head of oil or to the normal pressure plus 35 kN/m² whichever is lower measured at the base of the tank and will be maintained for one hour. The permanent deflection of flat plates after the excess pressure has been released shall not exceed the figure specified in Table-2.
- 11.3.4 One transformer of each rating shall be subjected to heat run test, if specified in data sheet.
- 11.3.5 Impulse test, if specified in the data sheet, shall be carried out on all three limbs of the transformer.
- 11.3.6 Transformer shall be subjected to short circuit test, if specified in the data sheet.

12.0 PACKING AND DESPATCH

All the equipment shall be divided into several sections for protection and ease of handling during transportation. The equipment shall be properly packed for the selected mode of transportation i.e. by ship/ rail or trailer. The equipment shall be wrapped in polythene sheets before being placed in the crates/ cases to prevent damage to the finish. Crates / cases shall have skid bottom for handling. Special notations such as 'Fragile', 'This side up', 'Centre of gravity', 'Weight', 'Owner's particulars', 'P.O. numbers' etc., shall be clearly marked on the package together with other tag numbers, P.O. number etc.

The equipment may be stored outdoors for long periods before erection. The packing shall be suitable for outdoor storage in areas with heavy rains/ high ambient temperature.

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INSPECTION AND TEST PLAN FOR OIL FILLED TRANSFORMERS

3.	21.11.2013	Revised and Re-issued	MJ	RS	SCG	SC
2	29.06.2012	Revised and Re-issued	RKP	HVJ	AKC	DM
1	24.12.2007	Revised and Re-issued	AKG	CRM	MVKK	VC
0	25.07.2002	Issued for implementation	RB	AKC	AKB	GRR
Rev. No.	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
Approved by						

INSPECTION AND TEST PLAN FOR OIL FILED TRANSFORMERS

Abbreviations

AS	:	Alloy Steel	MPT/MT	:	Magnetic Particle Testing
BASEEFA	:	British Approval Service for Electrical Equipment in Flammable Atmospheres	MRT	:	Mechanical Run Test
BIS	:	Bureau of Indian Standards	MTC	:	Material Test Certificate
CCE or CCOE	:	Chief Controller of Explosives	MOC	:	Material of Construction
CEIL	:	Certification Engineers International Limited	NPSH	:	Net Positive Suction Head
CIMFR	:	Central Institute of Mining & Fuel Research	NDT	:	Non Destructive Testing
CE	:	Carbon Equivalent	NEMA	:	National Electrical Manufacturers Association
DFT	:	Dry Film Thickness	PO	:	Purchase Order
DT	:	Destructive Testing	PESO	:	Petroleum Explosive Safety Organization
DPT	:	Dye Penetrate Testing	PQR	:	Procedure Qualification Record
ERTL	:	Electronics Regional Test Laboratory	PR	:	Purchase Requisition
FCRI	:	Fluid Control Research Institute	PMI	:	Positive Material Identification
FM	:	Factory Mutual	PVC	:	Poly Vinyl Chloride
FLP	:	Flame Proof	QC	:	Quality Control
HIC	:	Hydrogen Induced Cracking	RT	:	Radiography Testing
ITP	:	Inspection and Test Plan	TC	:	Test Certificate
IP	:	Ingress Protection	TPI or TPIA	:	Third Party Inspection Agency
IC	:	Inspection Certification	UT	:	Ultrasonic Testing
IGC	:	Inter Granular Corrosion	UL	:	Under writer Laboratories
IEC	:	International Electro technical Commission	VDR	:	Vendor Data Requirement
JEC	:	Japanese Electro technical Committee	WPS	:	Welding Procedure Specification
LPT	:	Liquid Penetrate Testing	WPQ	:	Welders Performance Qualification
			XLPE	:	Cross Linked Poly Ethylene

Inspection Standards Committee

Convenor : Mr. S C Gupta

Members:

Mr. R.K. Singh	Mr. Rajeev Kumar	Mr. Himangshu Pal
Mr. Neeraj Mathur	Mr. T Kamalakannan	Mr. Deepak Gupta (Project)
Mr. Mayank Jain		

INSPECTION AND TEST PLAN FOR OIL FILED TRANSFORMERS

1.0 SCOPE

This Inspection and Test Plan covers the minimum testing & inspection requirements of Oil filled power/distribution Transformers.

2.0 REFERENCE DOCUMENTS

PO/PR & Standards referred there in /Job specifications / Approved documents.

3.0 INSPECTION AND TEST REQUIREMENTS

SL NO.	STAGE/ ACTIVITY	CHARACTERISTICS	QUANTUM OF CHECK	RECORD	SCOPE OF INSPECTION		
					SUB SUPPLIER	SUPPLIER	EIL/TPIA
1.0	Procedures	--	--	--	--	--	--
2.0	Material Inspection						
2.1	Incoming material like Copper conductor, Insulation material, laminations, Transformer Oil.	Check of Physical, Chemical and Electrical properties.	100%	Material Test Certificates / Test records	H	H	R
2.2	Bought out accessories like Marshalling box, Relays, Current Transformer, MOG, Bushings and Insulator, PRVs and OLTC.	Review of Manufacturer's test certificates. Functional check on accessories. Degree of protection, IR,HV for Marshalling box	100%	Material Test Certificates / Test records	H	H	R

INSPECTION AND TEST PLAN
FOR
OIL FILED TRANSFORMERS

STANDARD SPECIFICATION NO.

6-81-1041 Rev. 3

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SL NO.	STAGE/ ACTIVITY	CHARACTERISTICS	QUANTUM OF CHECK	RECORD	SCOPE OF INSPECTION		
					SUB SUPPLIER	SUPPLIER	EIL/TPIA
3.0	Inprocess Inspection						
3.1	Tank and radiator fabrication (Before painting)	Dimensional Pressure test, one of each type Vacuum test, one of each type	100%	Test Records	H	H	R
4.0	Final Inspection						
4.1	Transformer (Routine Tests)	<ul style="list-style-type: none"> Physical Verification, Dimensional Check and verification of BoM Voltage ratio and Polarity Voltage vector relationship Winding resistance Insulation resistance before and After H.V Polarization Index No load loss and Current Impedance voltage/Short circuit impedance (Principal tapping) and load loss Induced over voltage Separate Source Voltage Withstand Test. Tests on On/off load Tap changer /control panel (if applicable) HV, IR and Functional Test on Marshalling Box Oil Leakage(Pressure Test) Break Down Voltage on transformer oil Measurement of Power taken by fans and oil pumps. (On sample basis for one transformer) Noise Level. 	100%	Inspection test records	-	H	H

INSPECTION AND TEST PLAN
FOR
OIL FILED TRANSFORMERS

STANDARD SPECIFICATION NO.

6-81-1041 Rev. 3

Page 5 of 6

SL NO.	STAGE/ ACTIVITY	CHARACTERISTICS	QUANTUM OF CHECK	RECORD	SCOPE OF INSPECTION		
					SUB SUPPLIER	SUPPLIER	EIL/TPIA
4.2	Transformer (Type and Special Tests)	<ul style="list-style-type: none"> Temperature rise. Impulse withstand test Short circuit level a) Through fault b) Primary Terminals Degree of protection for Marshalling Box, Cable box , Transformer Adaptor Chamber etc. 	One sample from each type/rating	Inspection test records	-	H	H*
5.0	Painting						
5.1	Painting and Packing	<ul style="list-style-type: none"> Visual Suitable protection to prevent entry of foreign material. Proper packing to prevent any damage during transportation and storage. 	100%	Packing list / Supplier's Records	-	H	-
6.0	Documentation and IC						
6.1	Documentation and IC	<ul style="list-style-type: none"> Review of Internal Test Reports. IC issuance 	100%	Supplier's Test Records / Inspection Certificate (IC)	-	H	H
6.2	Final Document submission	Compilation of Inspection reports ,drawings, etc as per VDR / PR	100%	Final data folder /Completeness certificate	-	H	H

* Only those Type/Special Tests as specified in the Specifications/ Data Sheet will be witnessed by EIL/TPIA. Otherwise Supplier to submit Type Tested Reports for review by EIL/TPIA

Legends: H- Hold (Do not proceed without approval, R-Review, RW-Random witness (As specified or 10 % - Samples must include min 1 No of each type), W- Witness (Give due notice, work may proceed after scheduled date).

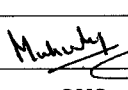
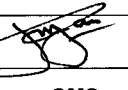
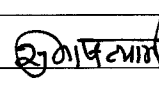
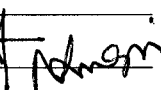
**INSPECTION AND TEST PLAN
FOR
OIL FILED TRANSFORMERS**

NOTES :-

1. This document describes the generic test requirements. Any additional test or inspection scope if specified in contract documents shall also be applicable. (Unless otherwise agreed upon).
2. Acceptance Norms for all the activities shall be as per PO/PR/ Standards referred there in/ Job specifications /Approved documents

बोलीकर्ता से गुणवत्ता प्रबंधन प्रणाली अपेक्षाओं हेतु विनिर्देश

SPECIFICATION FOR QUALITY MANAGEMENT SYSTEM REQUIREMENTS FROM BIDDERS

0	04.06.09	Issued as Standard Specification	 QMS Standards Committee	 QMS Standards Committee	 SCT	 ND
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standard Bureau Chairman
						Approved by

Abbreviations:

MR	-	Material Requisition
PR	-	Purchase Requisition
PO	-	Purchase Order
QA	-	Quality Assurance
QMS	-	Quality Management System
ISO	-	International Organization for Standardization
CV	-	Curriculum Vitae

QMS Standards Committee

Convenor: Mr. S.C. Tyagi

Members: Mr. Chandra Kant (Insp.)
Mr. R.K. Trivedi (Engg.)
Mr. R.K. Sabharwal (C&P)
Mr. M.P. Jain (Projects)
Mr. Ravindra Kumar (Const.)
Mr. Mukesh Meena (CQA)

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Attachment

Format for Concession/Deviation Permit : Format No.5-0000-0180-F1

1.0 SCOPE

This specification establishes the Quality Management System requirements to be met by BIDDER for following purpose:

- QMS requirements to be met by suppliers/contractors after award of work/during contract execution.

2.0 DEFINITIONS

2.1 Bidder

For the purpose of this specification, the word "BIDDER" means the person(s), firm, company or organization who is under the process of being contracted by EIL / Owner for delivery of some products (including service). The word is considered synonymous to supplier, contractor or vendor.

2.2 Project Quality Plan

Document tailored from Standard Quality Management System Manual of BIDDER, specifying how the quality requirements of the project will be met.

2.3 Owner

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

3.0 REFERENCE DOCUMENTS

6-78-0002	Specification for Documentation Requirements from Contractors
6-78-0003	Specification for Documentation Requirements from Suppliers

4.0 QUALITY MANAGEMENT SYSTEM – GENERAL

Unless otherwise agreed with EIL / Owner, the BIDDER proposed quality system shall fully satisfy all relevant requirements of ISO 9001 "Quality Management Systems – Requirements." Evidence of compliance shall be current certificate of quality system registration to ISO 9001 or a recent compliance audit recommending registration from a registrar. The quality system shall provide the planned and systematic control of all quality related activities for execution of contract. Implementation of the system shall be in accordance with BIDDER'S Quality Manual and PROJECT specific Quality Plan.

5.0 QUALITY SYSTEM REQUIREMENTS

5.1 BIDDER shall ensure that the responsible authority for execution of the order / contract has communicated the PO / contract requirements including any identified or intended statutory and regulatory requirements to all concerned in their organization and sub-contractor's organization who are contributing to the execution of the PO/ contract.

5.2 BIDDER shall establish a documented Quality Policy and Quality Objectives to achieve the specified and intended requirement of PO / contract.

- 5.3 BIDDER shall identify and communicate the responsibilities and authorities of the personnel contributing to the execution of the PO / contract.
- 5.4 BIDDER shall deploy competent and trained personnel for various activities for fulfillment of PO / contract. BIDDER shall arrange adequate infrastructure and work environment to ensure that the specification and quality of the deliverable are maintained.
- 5.5 BIDDER shall do the quality planning for all activities involved in delivery of order. The quality planning shall cover as minimum the following:
- Resources
 - Product / deliverable characteristics to be controlled.
 - Process characteristics to ensure the identified product characteristics are realized
 - Identification of any measurement requirements, acceptance criteria
 - Records to be generated
 - Need for any documented procedure
- The quality planning shall result into the quality assurance plan, inspection and test plans (ITPs) and job procedures for the project activities in the scope of bidder. These documents shall be submitted to EIL/Owner for review/approval, before commencement of work.
- 5.6 Requirements for sub-contracting / purchasing of services specified in contract / tender shall be adhered to. Wherever requirements are not specified, the sub-contractor shall establish and maintain a system for purchasing / sub-contracting to ensure that purchased product / service conforms to specified requirements. Criteria for selection of sub-contractor, evaluation, re-evaluation, maintenance of purchasing data and verification of purchased product (sub-contractor services), constitute important components of this requirement.
- 5.7 BIDDER shall plan and carry production and service provision under controlled conditions. Controlled conditions shall include, as applicable
- a) the availability of information that describes the characteristics of the product
 - b) the availability of work instructions
 - c) the use of suitable equipment
 - d) the availability and use of monitoring and measuring devices
 - e) the implementation of monitoring and measurement
 - f) the implementation of release, delivery and post delivery activities
- 5.8 BIDDER shall validate any processes for production and service provision where resulting output cannot be verified by subsequent monitoring and measurement. This includes any process where deficiencies become apparent only after the product is in use or service has been delivered.
- 5.9 BIDDER shall establish a system for identification and traceability of product / deliverable throughout product realization. Product status with respect to inspection and testing requirements shall be identified.
- 5.10 BIDDER shall identify, verify, protect and safeguard EIL / Owner property (material / document) provided for use or incorporation into the product. If any Owner / EIL property is lost, damaged or otherwise found to be unsuitable for use, this shall be reported to the EIL / Owner.

- 5.11** BIDDER shall preserve the conformity of product / deliverable during internal processing and delivery to the intended destination. Requirements mentioned in the tender shall be adhered to.
- 5.12** BIDDER shall establish system to ensure that inspection and testing activities are carried out in a manner that is consistent with the inspection and testing requirements. Where necessary, measuring equipments shall be calibrated at specified frequency, against national or international measurement standards; where no such standard exists, the basis used for calibration shall be recorded. The measuring equipments shall be adjusted or re-adjusted as necessary, identified to enable the calibration status to be determined. The measuring equipments shall be protected from damage during handling, maintenance and storage.
- 5.13** BIDDER shall ensure effective monitoring, using suitable methods, of the processes involved in production and other related processes for delivery of the scope of contract.
- 5.14** BIDDER shall monitor and measure the characteristics of the product/deliverable to verify that product requirement has been met. The inspection (stage as well as final) by BIDDER and EIL / Owner personnel shall be carried out strictly as per the ITPs forming part of the contract. Product release or service delivery shall not proceed until the planned arrangements have been satisfactorily completed, unless otherwise approved by relevant authority and where applicable by Owner / EIL.
- 5.15** BIDDER shall establish and maintain a documented procedure to ensure that the product which does not conform to requirements is identified and controlled to prevent its unintended use or delivery
- 5.16** All non-conformities (NCs) / deficiencies found by the BIDDER'S inspection / surveillance staff shall be duly recorded, including their disposal action shall be recorded and resolved suitably. Effective corrective and preventive action shall be implemented by the BIDDER so that similar NCs including deficiencies do not recur.
- 5.17** All deficiencies noticed and reported by EIL / Owner shall be analyzed by the BIDDER and appropriate corrective and preventive actions shall be implemented. BIDDER shall intimate EIL / Owner of all such corrective and preventive action implemented by him.
- 5.18** BIDDER should follow the standards, specifications and approved drawings. Concessions/Deviations shall be allowed only in case of unavoidable circumstances. In such situations Concession/deviation request must be made by the BIDDER in attached Format No. 5-0000-0180-F1.
- 5.19** BIDDER shall have documented procedure for control of documents.
- 5.20** All project records shall be carefully kept, maintained and protected for any damage or loss until the project completion, then handed over to EIL / Owner as per contract requirement (Refer Specification Nos. 6-78-0002 - Specification for Documentation Requirements from Contractors and 6-78-0003 - Specification for Documentation Requirements from Suppliers), or disposed as per relevant project procedure.
- 5.21** BIDDER shall prepare and submit for review and approval, Project Quality Plan / Quality Assurance Plan for contracted scope / job. The BIDDER'S Quality Plan shall address all of the applicable elements of ISO 9001, identify responsible parties within BIDDER'S organization, for the implementation / control of each area, reference the applicable procedures used to control / assure each area, and verify the documents produced for each area. The Project Quality Plan shall necessarily define control or make reference to the relevant procedures, for design and engineering, purchase, documentation, record control, bid evaluation, inspection, production/manufacturing, preservation, packaging and storage,

quality control at construction site, pre-commissioning, commissioning and handing over (as applicable) in line with contract requirement and scope of work.

6.0 AUDITS

BIDDER shall plan and carry out the QMS audit for the job. Quality audit programme shall cover design, procurement, construction management and commissioning as applicable including activities carried out by sub-vendors and sub-contractors. This shall be additional to the certification body surveillance audits carried out under BIDDER'S own ISO 9001 certification scheme.

The audit programmes and audit reports shall be submitted to EIL / Owner as per specified documentation requirements. EIL or Owner's representative reserves the right to attend, as a witness, any audit conducted during the execution of the WORKS.

In addition to above EIL, Owner and third party appointed by EIL/Owner may also perform Quality and Technical compliance audits. BIDDER shall provide assistance and access to their systems and sub-contractor / vendor systems as required for this purpose. Any deficiencies noted shall be immediately rectified by BIDDER.

7.0 DOCUMENTATION REQUIREMENTS

BIDDER shall submit following QMS documents immediately after award of work (Within one week) for record / review by EIL / Owner.

- Organization chart (for complete organization structure and for the project)
- Project Quality Plan/Quality Assurance Plan
- Job specific Inspection Test Plans
- Job Procedures
- Inspection/Test Formats

In addition to above QMS documents, following documentation shall be maintained by the BIDDER for submission to EIL / Owner on demand at any point of time during execution of the project.

- Quality Manual
- CVs of the personnel in BIDDER'S QA Organogram
- Certificate of approval for compliance to ISO: 9001 standard
- Procedure for Control of Non-conforming Product
- Procedure for Control of Documents
- Sample audit report of the QMS internal and external audits conducted during last one year
- Customer satisfaction reports from at least 2 customers, during the last one year
- Project audit report
- Corrective action report on the project audits
- Technical audit reports for the project

Documents as specified above are minimum requirements. BIDDER shall submit any other document/data required for completion of the job as per EIL/Owner instructions.

CONCESSION/DEVIATION PERMIT

(USE ONLY THIS PAGE FOR COMMUNICATION WITH VENDOR/CONTRACTOR)

TO BE FILLED BY ORIGINATOR	Project _____		Originator Ref. _____	
	Job No. _____		Order/Contract No. _____	
	Equipment Title _____		Item No. _____	
	Originator: Vendor/Contractor _____			
	Caution : Originator to note that any delay in processing of concession/deviation permit shall be to originator's account and shall not be used as a reason for extension in delivery			
	Requirement as per specification		Description of Concession/Deviation sought	
	Why the Concession/Deviation is required? Supporting evidence/calculations enclosed/not enclosed			
Contractual implications if Concession/Deviation is granted:				
* Time impact		More/Less/No change		
* Cost impact		More/Less/No change		
* Performance Warranty/Guarantee		Affected/Not affected		
Under present constraints requested Concession/deviation is most optimum for the project and does not involve any hazard, and shall meet the stipulated performance requirements.				
Date: _____				
Signature Vendor /Contractor (with seal)				

Decision on Concession/Deviation including decision, on time and cost implications

(To be filled by the Inspection engineer [at RPO/HO] or RCM, responsible for conveying the decision to the originator, after resolution)

Date:

Signature _____

Location :

Name _____

Opinion from EIL site supervisor/inspection engineer
(Specify whether post-facto approval required for regularization)

Date : _____

Name : _____
RPO/Site Name _____

Original forward to : _____
(Target division/department/group)

Copy to : _____
(Project Manager)

Date : _____

Name : _____

Disposal by target division/department

Whether any vendor/contractor made 'Technically not Acceptable' during bid evaluation, on the aspect of which this concession/deviation is sought-----YES/NO

Date : _____

Name : _____

Final decision of Project Manager along with overall review
(Client's decision required/not required)

Date : _____

Name : _____

Client's decision, if required

Date : _____

Signature : _____
Name : _____

आपूर्तिकर्ताओं से प्रलेखन अपेक्षाओं हेतु विनिर्देश

SPECIFICATION FOR DOCUMENTATION REQUIREMENTS FROM SUPPLIERS

0	04.06.09	Issued as Standard Specification	QMS Standards Committee	QMS Standards Committee	SCT	ND
Rev. No	Date	Purpose	Prepared by	Checked by	Standards Committee Convenor	Standards Bureau Chairman
Approved by						

Abbreviations:

HOD	-	Head of Division / Department
QMS	-	Quality Management System
MOU	-	Memorandum of Understanding
PO	-	Purchase Order
PR	-	Purchase Requisition
MR	-	Material Requisition
EDMS	-	Electronic Document Management System
FOA	-	Fax of Acceptance
LOA	-	Letter of Acceptance
ITP	-	Inspection and Test Plan
URL	-	Universal Resource Locator
PVC	-	Poly Vinyl Chloride
TPIA	-	Third Party Inspection Agency

QMS Standards Committee

Convenor: Mr. S.C. Tyagi

Members: Mr. Chandra Kant (Insp.)
Mr. R.K. Trivedi (Engg.)
Mr. R.K. Sabharwal (C&P)
Mr. M.P. Jain (Projects)
Mr. Ravindra Kumar (Const.)
Mr. Mukesh Meena (CQA)

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Attachments

Format for Drawing/Documentation Transmittal	:	Format No. 3-78-0001
Format for Drawing/Documentation Schedule	:	Format No. 3-78-0002
Format for Comments Resolution sheet	:	Format No. 3-78-0003
Format for completeness of Final Documentation	:	Format No. 3-78-0004

1.0 SCOPE

This specification establishes the Documentation Requirements from Suppliers.

All documents/data against the PO / PR / MR shall be developed and submitted to EIL/Owner by the suppliers for review / records, in line with this specification.

2.0 DEFINITIONS

2.1 Supplier

For the purpose of this specification, the word "SUPPLIER" means the person(s), firm, company or organization who is under the process of being contracted by EIL / Owner for delivery of some products (including service). The word is considered synonymous to bidder, contractor or vendor.

2.2 Owner

Owner means the owner of the project for which services / products are being purchased and includes their representatives, successors and assignees.

3.0 REFERENCE DOCUMENTS

6-78-0001 Specification for Quality Management System Requirements from Bidders

4.0 DOCUMENTATION REQUIREMENTS

4.1 Documents/Data to be Submitted by the Supplier

4.1.1 The Supplier shall submit the documents and data against the PO/PR/MR as per the list given in respective PO/PR/MR.

4.1.2 Review of the supplier drawings by EIL would be only to review the compatibility with basic designs and concepts and in no way absolve the supplier of his responsibility/contractual obligation to comply with PR requirements, applicable codes, specifications and statutory rules/regulations. Any error/deficiency noticed during any stage of manufacturing/execution/installation shall be promptly corrected by the supplier without any extra cost or time, whether or not comments on the same were received from EIL during the drawing review stage.

4.1.3 Unless otherwise specified, submission of documents for Review/Records shall commence as follows from the date of Fax of Intent /Letter of Intent:

QMS - 1 week
Drawing/Document Index - 2 weeks
Other Documents/Drawings - As per approved Drawing/Document Index/Schedule

4.1.4 Documents as specified in PO/PR/MR are minimum requirements. Supplier shall submit any other document/data required for completion of the job as per EIL/Owner instructions.

4.2 Style and Formatting

- 4.2.1 All Documents shall be in ENGLISH language and in M.K.S System of units.
- 4.2.2 A blank space measuring 75 mm (W) x 38 mm (H) shall be provided on the body of all supplier drawings for marking of review codes by EIL.
- 4.2.3 Before forwarding the drawings and documents, contractor shall ensure that the following information are properly entered in each drawing:

Purchase Requisition Number
Name of Equipment / Package
Equipment / Package Tag No.
Name of Project
Client
Drawing / Document Title
Drawing / Document No.
Drawing / Document Revision No. and Date
Transmittal Number
EIL Vendor Print No.
(In case of second & subsequent Revisions)

Note: EIL "Vendor Print Number" is to be picked up from the EIL Review Code Stamp affixed on the previous revision.

4.3 Review and Approval of Documents by Supplier

- 4.3.1 The Drawing/Documents shall be reviewed, checked, approved and duly signed/stamped by supplier before submission. Revision number shall be changed during submission of the revised supplier documents and all revisions shall be highlighted by clouds. Whenever the supplier require any sub-supplier drawings to be reviewed by EIL, the same shall be submitted by the supplier after duly reviewed, approved and stamped by the supplier. Direct submission of sub-supplier's drawings without contractor's approval shall not be entertained.

4.4 Document Category

4.4.1 Review Category

Following review codes shall be used for review of supplier Drawings/Documents:

Review Code 1	-	No comments.
Review Code 2	-	Proceed with manufacture/fabrication as per commented document. Revised document required
Review Code 3	-	Document does not conform to basic requirements as marked. Resubmit for review
R	-	Retained for Records.
V	-	Void

4.4.2 Records Category

Documents under this category are meant for EIL records. These documents would not be returned to supplier. However, comments, if any, will be communicated to supplier.

4.5 Methodology for Submission of Documents to EIL/Owner

4.5.1 Submission of Soft Copy of Drawings/Documents

Soft copy of drawings/documents and data shall be uploaded on the EIL EDMS Portal. The detail guidelines for uploading documents on EIL EDMS Portal are available on following URL

<http://edocx.eil.co.in/vportal>

4.5.2 Submission of Hard Copy of Drawings/Documents

Required number of hard copies of drawings/documents shall be submitted as per PO/PR/MR along with drawing/document transmittal, Format for Drawing/Document Transmittal (Format No. 3-78-0001) is attached with this specification.

4.5.3 Designated Authority for Submission of Drawings/Documents

Drawings/Documents shall be submitted to the designated authority of EIL/Owner as per PO/PR/MR or as communicated to the supplier during kick off meeting or subsequent correspondences.

4.5.4 Details of Contact Persons of Supplier

After placement of order supplier shall inform in writing the details of contact persons associated with the project / job. The details should include e-mail address, mailing address, telephone nos., fax nos. and names of associated persons of the supplier. The above details shall be sent to EIL Project Manager, EIL Inspection HO and concerned Regional Procurement office of EIL.

4.5.5 Drawing/Document Schedule

Supplier shall submit total index of drawings/documents required for review/records based on PO/PR/MR along with schedule date of submission of each drawing/document. The drawing schedule shall be submitted in Format No. 3-78-0002 for approval of EIL/Owner. The drawing schedule shall be specific with regard to drawing/document no., the exact title and size of the drawing/document. For submission of drawing schedule, the supplier shall proceed based on PO/PR/MR and subsequent correspondence. With each submission of drawings/documents, supplier shall submit updated index with schedule v/s actual submission dates, status of drawings, revision no., date, of approval etc. Any submission without index shall not be entertained for review. It shall be ensured that proper sequencing of the drawings/documents to be submitted is maintained in the drawing schedule

4.5.6 Schedule and Progress Reporting

Supplier shall submit monthly progress report and updated procurement, engineering and manufacturing status (schedule vs. actual) every month in, beginning within 2 weeks from FOA/LOA. In case of exigencies, EIL/Owner can ask for report submission as required on weekly/fortnightly/adhoc basis depending upon supply status and supplier shall furnish such reports promptly without any price implication. Format for progress report shall be submitted by the Supplier during kick off meeting or within one week of receiving FOA/LOA, whichever is earlier.

4.5.7 Quality Assurance Plan/Inspection and Test Plan

Inspection and test plans attached if any, to the MR/PR are generic and indicative only. Immediately after receipt of the order, supplier shall submit within one week of receiving FOA/LOA, the Quality Assurance Plan for manufacturing, covering quality control of critical bought out items/materials, inspection & testing at various stages of production, quality control records and site assembly & testing as may be applicable to the specific order and obtain approval from concerned Regional procurement Office of EIL/third party inspection agency, as applicable.

4.5.8 Inspection Release Note (IRN)

Supplier shall ensure that all documents viz. documents reviewed, manufacture's test certificate etc. mentioned in Inspection Release Note (IRN) issued by EIL/third party, are sent to EIL for issue of IRN.

IRN shall be issued by EIL Inspector/ third party inspection agency only after all the drawings/documents as per Supplier's index of drawings/documents are submitted and are accepted under review code-1. Material/Equipments dispatch from Supplier's/sub Supplier's works shall not commence till above condition is met.

Note: Non fulfilling above requirement shall result into appropriate penalty or withholding of payment as per conditions of PO/PR/MR.

4.5.9 Transportation Plan

Transportation Plan for Over Dimensional Consignments (ODC), if any, shall be submitted to concerned Regional procurement Office within 2 weeks of receiving FOA/LOA, for approval. Consignment with parameters greater than following shall be considered as over dimensional.

Dimensions: 5.5 meters width x 5.5 meters height x 25 meters length

Weight : 100 MT

4.5.10 Statutory Approvals

Wherever approval by any statutory body is required to be taken by Supplier, the Supplier shall submit copy of approval by the authority to EIL.

4.5.11 Comments Resolution Sheets

While re-submitting drawings/documents the supplier shall confirm whether all comments have been incorporated, through a comments resolution sheet (As per attached format No. 3-78-0004). If any comments are not incorporated or excluded, then reason or justification for the same shall be furnished in comments resolution sheet

4.5.12 Multi Sheet Documents

Multi sheet documents other than drawings shall be submitted in their entirety in the event of a re-submission, even if only few sheets are revised.

4.6 Final Documentation

4.6.1 As Built Drawings

Shop changes made by Supplier after approval of drawings under 'Code 1' by EIL and deviations granted in deviation permits, if any, shall be marked in hard copies of drawings which shall then be stamped 'As-built' by the supplier. These 'As-built' drawings shall be reviewed and stamped by EIL Inspector or TPIA also. Supplier shall prepare scanned images files of all marked – up 'As – built' drawings. Simultaneously Supplier shall incorporate the shop changes in the native soft files of the drawings also.

4.6.2 As Built Final Documents

As built final documents shall be submitted as listed in PO/PR/MR.

4.6.3 Packing/Presentation of Final Documents

Final Documents shall be legible photocopies in A4, A3 size only. Drawings will be inserted in plastic pockets (both sides transparent, sheet thickness minimum 0.1 mm) with an extra strip of 12 mm wide for punching so that drawings are well placed.

Final Documentation shall be bound in Hard board Plastic folder(s) of size 265 mm x 315 mm ($10\frac{1}{2}$ inch x $12\frac{1}{2}$ inch) and shall not be more than 75 mm thick. It may be of several volumes and each volume shall have a volume number, index of volumes and index of contents of that particular volume. Where number of volumes are more, 90mm thickness can be used. Each volume shall have top PVC sheet of minimum 0.15 mm thick duly fixed and pressed on folder cover and will have 2 lever clip. In case of imported items documents, 4 lever clip shall also be accepted. All four corners of folders shall be properly metal clamped. Indexing of contents with page numbering must be incorporated by supplier. Spiral/Spico bound documents shall not be acceptable. As mentioned above, books should be in hard board plastic folders with sheets punched and having 2/4 lever clips arrangement.

Each volume shall contain on cover a Title Block indicating package Equipment Tag No. & Name, PO/Purchase Requisition No., Name of Project and Name of Customer. Each volume will have hard front cover and a reinforced spine to fit thickness of book. These spines will also have the title printed on them. Title shall include also volume number (say 11 of 15) etc.

4.6.4 Submission of Soft Copies

Supplier shall submit to EIL, the scanned images files as well as the native files of drawings/documents, along with proper index.

In addition to hard copies, Supplier shall submit electronic file (CD-ROM) covering soft copies of all the final drawings and documents, all text documents prepared on computer, scanned images of all important documents (not available as soft files), all relevant catalogues, manuals available as soft files (editable copies of drawings/text documents, while for catalogues/manuals/proprietary information and data PDF files can be furnished).

4.6.5 Completeness of Final Documentation

Supplier shall get the completeness of final documentation verified by EIL and attach the Format for Completeness of Final Documentation (Format No. 3-78-004) duly signed by EIL Inspector or TPIA as applicable to the document folder.

DRAWING/DOCUMENT TRANSMITTAL SHEET

CONTRACTOR'S VENDOR'S LOGO ETC.
PL. DO NOT CHANGE LOCATION OR EXCEED THIS SPACE

PR/TENDER NO.	:	JOB NO.	:
CONTRACTORS/VENDOR'S NAME	:	PROJECT	:
EIL LOI/PO NO.	:	CLIENT	:
CONTRACTOR'S VENDOR'S LETTER NO.	:	DATE	:

[illegible]

CATEGORY CODES:

R- Drawings which are required to be reviewed by EIL

I – Drawings which are to be submitted for EIL record

Page 1 of 1

CONTRACTOR'S/VENDOR'S DRAWING/DOCUMENT SCHEDULE

CLIENT

PROJECT

CONTRACTOR'S/VENDOR'S NAME, LOGO
ETC.
P.L. DO NOT CHANGE LOCATION OR EXCEED
THIS SPACE

[illegible]

- Drawings which are to be submitted for EIL record.

Comment Resolution Sheet

Job. No. _____

Project Title_____

Drawing/Document No._____

Revision No. _____

[illegible]

COMPLETENESS OF FINAL DOCUMENTATION

Name of Supplier/Contractor :
Customer :
Project :
EIL's Job No. :
Purchase Order No./
Contract No. :

Purchase Requisition No./
Tender No. :

Rev. No. :

Name of the Work/ Equipment :
Tag. No. :
Supplier's/ Contractor's Works :
Order No. :

Certified that the Engineering Documents/ Manufacturing & Test Certificates submitted by the supplier are complete in accordance with the Supplier Data Requirements of Purchase Requisition.

Signature :
Date :
Name :
Designation :
Department :

Signature :
Date :
Name :
Designation :
Department :

Supplier/Contractor

EIL

**DATA SHEET
DISTRIBUTION TRANSFORMER**

**Datasheet No.
A457-057-16-50-DS-0322**

**Rev : A
Page 1 of 2**

PURCHASER'S DATA

39 °C	4	Relative humidity:	96 %
7 °C	5	Altitude above MSL:	< 1000 m
50 °C	6	Environment:	Humid & corrosive
TR-021 & TR022	27	Explosion protection	PRV
Continuous	28	Terminal location:	
Two		HV side	Smaller side
ONAN		LV w.r.t HV	90°
2.5	29	Terminal connection	
		HV side	Cable box
6.3 kV		LV side	Busduct
0.433 kV	30	Cable size	
		HV side	Later
Unearthed		LV side	
Solidly earthed	31	Neutral CT specification:	
50 Hz ± 3%		51G	See Cl. 5.0 of ITB
Three		64R	See Cl. 5.0 of ITB
40 kA		$V_{kv/kv}$	Later
		I_m at $V_k/2I_m$ at V	Later
Delta		$R_{CTR/CTR}$	
Star	32	Installation	Outdoor
Dyn11	33	Painting & colour	Epoxy & shade 632
0.0715	34	AC Auxiliary voltage	415 V ± 10% TPN
A	35	DC Auxiliary voltage	110 V ± 10% DC
	36	Bidirectional roller type	Flat
	37	φ distance of flat rollers	1000 mm
20 kV	38	Applicable specifications	EIL std. 6-51-0041
	39	Loss Capitalization	Not applicable
	a	Rate for copper loss Rs./kW:	
60 kVp	b	Rate for iron loss Rs./kW:	
Mineral (as per IS 335)	40	Accessories requirement	
Uniform		Sampling valve	Yes
As per CBIP		Conservator drain valve	Yes
		Top oil filter valve	Yes
		Explosion vent/PRV	Yes
		Air bag for conservator	Yes
		Dial type thermometer	Yes
		& contacts for OTI, WTI	
		Drain valve	Yes
		Marshalling box	Yes
HV winding		Double float Buchholz	Yes*
offcircuit		Channels, towing lugs :	Yes
± 5%		Rollers	Yes
5		Neutral bushing	Yes
30-40%		outside terminal box	
		with connector assembly	
		Inspection cover	Yes
50°C		Disconnect chamber	Yes
55°C		WTI & OTI	Yes
Minimum 99.3%		Busduct flange on LV	Yes
30-40%		Lugs and cable glands	Yes
Unidirectional			
UVW/To suit switchgear			

all be used.

ISSUED WITH MR

PM

ST

TM

Purpose

Prepared by

Checked by

Approved by

41	Tests requirements				
	Impulse test: Not Required(As per ITB)				
	Heat run test: Required				
	Vacuum test on tank: Required				
	Pressure test on tank: Required				
	Short circuit test: Not Required(As per ITB)				
MANUFACTURER'S DATA					
A	Make:				
B	Performance:		C	Constructional Features	
1	No load loss at		1	Location of Neutral CT	
	100% Voltage;	kW	2	Explosion protection	Explosion-vent/PRVEx
	110% Voltage:	kW			
2	Full load copper loss at 75°C:	kW	D	Mechanical data	
3	No load current at		1	Core & winding weight:	Kgs.
	100% Voltage:	A	2	Tank & fitting weight:	Kgs.
	110% Voltage:	A	3	Radiator without oil weight:	Kgs.
4	Efficiency at full load at 75°C		4	Total weight:	Kgs.
	at 0.8 p.f:	%	5	Total quantity of oil:	ltrs.
	at 1.0 p.f:	%	6	Quantity of oil in radiators:	ltrs.
5	Eff. at 50% load at 75°C		7	Overall dimensions:	ltrs.
	at 0.8 p.f;	%		Length	mm
	at 1.0 p.f:	%		Breadth	mm
6	Maximum efficiency:	%		Height	mm
7	Load at which max eff. Occurs:	MVA			
8	Regulation at 75°C				
	at 0.8 p.f:	%			
	at 1.0 p.f:	%			

Note

- 1 Losses shall be inclusive of positive tolerance and shall be at nominal tap.

INSTRUCTIONS TO BIDDER (DISTRIBUTION TRANSFORMERS)

(MR NO. A457-057-XD-MR-0322)
PROJECT: INDAddept-G
CLIENT: M/s IOCL

A	18.03.14	ISSUED WITH MR	PM	ST	ST
Rev. No	Date	Purpose	Prepared by	Checked by	Approved by

1.0 SPECIAL INSTRUCTIONS TO BIDDERS

- 1.1 Bidder to note that this is a Category-I Material Requisition(MR) for which the offer does not require any technical evaluation. Hence, No technical details of any nature shall be included in the offer. If the offer contains any technical deviations or clarifications or stipulates any technical specifications (even if in line with the MR requirements), the offer shall be liable for rejection. However, for items where bidder has entered into MOU with EIL, he may state that the deviations are as per MOU with EIL. Hence prior to bid submission, bidder to check and ensure compliance to the following:
- Bidder has quoted for all items as per item description exactly as specified in MR and confirmed compliance to the scope of MR.
 - Un-priced copy of the priced bid with item description exactly as per MR has been furnished.
 - Bidder has considered supply of required commissioning spare, as recommended and price for the same included in the base price of the transformer.
 - Bidder has considered supply of special tools and tackles for transformer maintenance, as recommended, and price for the same included with the base price of the transformer.
 - Bidder has quoted unit rates for 2 years Operation and Maintenance spares along with recommended quantity.
 - Bidder has quoted unit rates for testing.
 - Makes of components/devices are as given in the Instruction To Bidder.
 - Valid type test reports for impulse, short circuit and heat run test on the similar Oil filled transformer are available with the bidder.
- 1.2 Bidder to note that no correspondence shall be entered into or entertained after the bid submission.
- 1.3 The submission of prices by the bidder shall be construed to mean that he has confirmed compliance with all technical specifications of the corresponding item(s).

2.0 MR. S.NO. 05.00

Bidder shall quote unit prices for Two Years Operation and Maintenance Spares along with recommended quantity, including but not limited to the following spares:

- H.V. bushing
- L.V. bushing
- Neutral bushing
- Complete set of gaskets
- Double float Buchholz relay
- Breather assembly
- HV and LV bushing seals
- Sealing/gauge glass of conservator
- Neutral CT of each type
- Pressure Relief Valve
- Magnetic oil level gauge
- Set of valves (one of each type)
- WTI
- OTI

Bidder shall indicate the total recommended quantity of spare parts for the total number of transformers as indicated in Item 01.00 of MR.

3.0 MR. S.NO. 06.01

Bidder shall quote unit price for carrying out each of the tests specified below on one transformer of each rating:

- Heat Run Test
- Vacuum Test
- Pressure Test
- Short Circuit Test
- Impulse withstand test

These rates to be operated in case the above tests are required to be performed prior to equipment dispatch. This is in addition to the fulfillment of type test requirement as mentioned in the MR.

4.0 Makes of Accessories

- | | | |
|-----------------------------|---|--|
| a. Buchholz Relay | : | A. J. Services / Atvus |
| b. Magnetic Oil Level Gauge | : | Instrument & Control / Sukrut Udyuog |
| c. OTI | : | Perfect Control / Precimeasure |
| d. WTI | : | Perfect Control / Precimeasure |
| e. CT | : | Pragati / Gilbert & Maxwell /
Narayan Powertech / Precise Electricals /
Silkaans / Kalpa Electricals |

5.0 Details of Neutral CTs on 415V secondary side are as below:

Trafo rating	51G CT details	64R CT details
2500 kVA	CTR: 2000/1 A, 15VA, CL. 5 P 10	CTR: 4000/1 A, 15VA, CL. PS

6.0 Heat Run test shall be conducted on one transformer of each rating. Price for the same shall be included in basic price of the transformer.

7.0 Vacuum and Pressure Test shall be done as per enclosed specification.

8.0 Bidder to note that transformers to be located in a transformer bay of size 6m x 6m (centre to centre dimensions including wall thickness). The effective bay space available excluding wall thickness will be approximately 5.6m. Min. 1m clearance shall be provided all around the transformer. Transformer dimensions shall be limited accordingly.

VENDOR DATA REQUIREMENTS FOR DISTRIBUTION TRANSFORMER

A	20-MAR-2014	Issued with MR	PM	ST	ST
Rev. No.	Date	Purpose	Prepared by	Checked by	Approved by

VENDOR DATA REQUIREMENTS

The following drawings/documents marked "✓" shall be furnished by the bidder.

S. N O.	DESCRIPTION	WITH BID	POST ORDER			REMARKS
			FOR REVIEW	FOR RECORD	WITH DATA BOOK (FINAL)	
1.	Schedule of Vendor Documents		✓			
2.	Data Sheets (Duly filled-in)		✓		✓	
3.	Dimensional/Assembly Drawings : GA Drawing for Transformer		✓		✓	
4.	Dimensional/Assembly Drawings : GA Drawing for HV & LV Termination Bushing/Box		✓		✓	
5.	Dimensional/Assembly Drawings : GA Drawing for Marshalling Box			✓	✓	
6.	Dimensional/Assembly Drawings : Installation Plan/Mounting Details			✓	✓	
7.	Dimensional/Assembly Drawings : Nameplate Rating & Diagram			✓	✓	
8.	Dimensional/Assembly Drawings : List Of Accessories & Make		✓		✓	
9.	Marshalling Box Wiring Diagram			✓	✓	
10.	Inspection & Test Plan (ITP) -For review by Inspection Dept.		✓		✓	
11.	Test Records			✓	✓	
12.	List of Maintenance Spares					
13.	Data Books/ Manuals : Installation Manual				✓	
14.	Data Books/ Manuals : Operating/ Maintenance Manual				✓	
15.	Data Books/ Manuals : Catalogues/ Brochures			✓	✓	
16.	Type test certificates		✓		✓	

Notes :

- "TICK" denotes applicability.
- Post order, drawing / document review shall commence only after approval of Document Control Index (DCI).
- All post order documents shall be submitted / approved through EIL eDMS portal.
- Final documentation shall be submitted in hard copy (Six prints) and soft (two CDs/DVDs) in addition to submission through EIL eDMS.
- Refer - 6-78-0001: Specification for quality management system from Bidders.
- Refer - 6-78-0003: Specification for documentation requirement from Suppliers.
- All drawings & documents shall be submitted in A4 or A3 paper sizes. Documents in higher paper size shall be submitted in exceptional circumstances or as indicated in the MR/Tender.
- Post order- The schedule of drawing / data submission shall be mutually agreed between EIL & the bidder /

**VENDOR DATA REQUIREMENTS
FOR
DISTRIBUTION TRANSFORMER**

contractor / supplier during finalization of Document Control Index (DCI).