



Name of Work: **Technical Training Sessions from M/s Technip
Energies India Private Limited**

RHQCC22141

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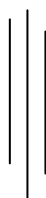


INDIAN OIL CORPORATION LIMITED
(REFINERIES DIVISION)

TENDER DOCUMENT

**Technical Training Sessions from -
M/s Technip Energies India Private Limited**

PART - I : TECHNO-COMMERCIAL BID



Prepared & Issued by

**Materials & Contract Department
Indian Oil Corporation Limited
(REFINERIES DIVISION)
CORE-2, SCOPE COMPLEX, LODHI ROAD
NEW DELHI - 110003**



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INDIAN OIL CORPORATION LIMITED

(REFINERIES DIVISION HEAD QUARTERS, NEW DELHI)

(Regd. Office: G-9, Ali Yavar Jung Marg, Bandra (East)

Mumbai-400051 (India) CIN - L23201MH1959GOI011388)

NOTICE INVITING e-TENDER

1.	Tender No.	RHQCC22141
2.	Type of Bid	Proprietary tender under Single Bid System.
3.	Name of Work	Technical Training Sessions from M/s Technip Energies India Private Limited
4.	Time Schedule	The Contract shall be valid for a period of 01(One) year from date of FOA/LOA.
5.	Tender download schedule	From 06-Jan-2023 17:00 Hrs. IST to 12-Jan-2023 upto 15:00 Hrs. IST Tender documents can be downloaded free of charge from the website www.iocletenders.nic.in during the above period.
6.	Pre-Bid Meeting	NOT Applicable
7.	Bid Submission Start Date & Time	09-Jan-2023, 09:00 Hrs. onwards
8.	Last date of submission of tender	12-Jan-2023 upto 15:00 Hrs. IST
9.	Techno-commercial Tender opening date	Tender (Techno-commercial) shall be opened on 13-Jan-2023 at 15:00 Hrs. or at a later date / time convenient thereafter. Date and time of Price Bid opening will be communicated subsequently to techno-commercially acceptance of the bid.
10.	Earnest Money Deposit (EMD)	NIL
11.	Pre-qualification Criteria (PQC):	NOT Applicable
12.	Additional Technical Pre-Qualification Criteria	NOT Applicable
13.	Mode of Submission	Offer must be uploaded on e-tender website www.iocletenders.nic.in before the last date & time of submission of tender. Offer submitted using any other mode will not be accepted.
14.	Other requirements	Other requirement (relevant supporting documents to be uploaded along with Techno-commercial bid): <ul style="list-style-type: none">Assessment Order or copy of Income Tax Returns (duly acknowledged by Income Tax Department), for last 3 (three) financial years.Power of Attorney in favour of person authorized to submit the bid.



		– Copy of PAN card and GSTIN registration certificate Certificate of Incorporation / Partnership deed/ Proprietorship affidavit (as applicable).
15.	Tender Authority Inviting	Deputy General Manager (Contracts) Indian Oil Corporation Ltd., Materials & Contract Department, 4th Floor, Core-2 Scope Complex, Lodhi Road, New Delhi-110003, Tel. : 011-7172-5358 / 5368 / 5610 e-mail: chattorajs@indianoil.in / svinod@indianoil.in / chauhanp3@indianoil.in
16.	Integrity Pact Agreement	NOT Applicable
17.	Preference to Start up available / Not Available	NOT Applicable
18.	Reverse Auction	NOT Applicable
19.	Public Procurement (Preference to Make in India), 2017 and amendments thereof (PPP-MII)	NOT Applicable
20.0 (a)	Nature of job	Critical
20.0 (b)	Work Related to Annual Rate Contract	YES

21. General

Bidder to note the following before bidding:

- (i) Provisions/Conditions stipulated in NIT supersedes all of the sections of Tender document.
- (ii) Any Addendum/Corrigendum/Sale date extension in respect of above Tender shall be issued on our website: <https://iocletenders.nic.in> only and no separate notification shall be issued. Bidders are therefore requested to regularly visit our website to keep themselves updated. Failure of Bidder to submit tender without taking cognizance of Corrigendum / Amendment (if any) issued by IOCL shall make bid liable for rejection.
- (iii) Offer from following types of bidder will not be accepted
 - a) Who are in the Holiday list of IOCL or its Administrative Ministry, MoPNG.
 - b) Who are under liquidation, court receivership or similar proceedings.
 - c) Bidder(s) who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) or any other applicable law (in case where Code is not applicable).
 - d) Bidder(s) whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in case where Code is not applicable) at any stage of evaluation of the bid. In case where the bid of the L-1 bidder is rejected on the aforesaid grounds during the period between Price-Bid-Opening and Award-of-Contract, then the bid of the next higher eligible bidder will be considered for further processing.
 - e) Consultant or their subsidiary Company or companies under the management of



consultant for execution of the same project for which they are working as consultant.

f) Foreign bidders participating in Domestic /National tender.

g) Offer from Joint Bidders / Consortium.

(iv) In case the NIT publication date is within 06 (six) months from close date of preceding financial /accounting year, the bidder can submit the balance sheets of any of the previous three years (excluding the immediate preceding year), if the balance sheet of immediate preceding year is not available.

(v) The subject work is indivisible and shall be awarded to single successful bidder unless stated otherwise elsewhere in the tender document.

(vi) Experience of only the bidding entity shall be considered, unless specifically permitted in the tender document to use the credentials of its parent or any group company to meet the Experience Criteria.

A work executed by a bidder for its own plant/projects shall not be considered as experience for the purpose of meeting requirement of experience criteria of the tender. However, jobs executed for Subsidiary / Fellow Subsidiary / Holding company will be considered as experience for the purpose of meeting experience criteria subject to submission of tax paid invoice(s) duly certified by Statutory auditor of the bidder towards payments of statutory tax in support of the job executed for Subsidiary / Fellow Subsidiary /Holding company. Such bidders shall submit these documents in addition to the documents specified in the PQ Documents to meet Experience Criteria.

(vii) Bidder are required to submit the detailed work order qualifying for similar nature of work as described above including covering letter, schedule of rates and satisfactory completion certificate containing executed amount excluding taxes (Service tax or GST whichever is applicable) and date of work completion.

Work order value or executed value (as submitted by the bidder with documentary evidence), whichever is higher shall be considered for the purpose of meeting the Pre-qualification criteria (PQC).

Where the executed value is not mentioned in the completion certificate, the copy of the certified bill shall also be acceptable for determining value if submitted along with completion certificate. In case executed value is not mentioned in the completion certificate issued by the client, work order value with amendments, if any, shall be considered for the purpose of evaluation. Executed value or work order value, whichever is higher shall be considered for evaluation of pre-qualification.

In case, the executed value of job is more than work order value and bidder claims for meeting the PQC requirement on the basis of executed value then it is the responsibility of the bidder to submit the documentary evidence of final executed value (such as copy of final bill, executed value mentioned in completion certificate etc.) along with his bid.

(viii) The amount considered for meeting the experience criteria of PQC shall be exclusive of Service Tax/GST (as applicable). In case proof /certificate submitted by the bidder does not have clarity regarding inclusion/ exclusion of applicable taxes, the amount appearing in the certificate/order shall be considered exclusive of taxes and shall be evaluated accordingly.

(ix) In case of Rate Contracts, which are running under extension after original contractual completion period, suitable document (certified by "WO issuing company" / Engineer-In-Charge) indicating executed value up to the original/extended completion period along with extension letter will be treated as proof of successful completion of work.

(x) **In case of rate Contracts of more than one year duration, evaluation for experience criteria shall also be based on annualized value of work order or annualized executed value, whichever is higher and submitted by the bidder.**



- (xi) In case of Sub-contract works, the bidder is also required to submit a Certificate from the end user / Owner / Consultant of the Owner stating that the main contractor has intimated them about the engagement of sub-contracting OR have been allowed/ permitted as a sub-contractor.
- (xii) In case of work orders in foreign currency, if the value indicated is in currency other than INR the same shall be converted in equivalent INR considering the conversion rate as on the date of issue of the reference order(s) based on SBI bill selling rate.
- (xiii) In case, a bidder submits any of the Pre-Qualification supporting documents in any language other than English, then it will be the responsibility of such bidder to also provide the English translation copy of the same duly certified, stamped and signed by their Local Chamber of Commerce/ Notary.
- (xiv) The offers with incomplete /irrelevant documents or anomalies are liable to be rejected without any communication. Hence, bidders are advised to take utmost care while uploading their prequalification documents.
- (xv) Relevant supporting documents towards other requirements specified are also to be uploaded along with Techno-commercial bid failing which bid is liable for rejection.
- (xvi) IOCL reserves the right to reject any or all of the tenders or any parts of the tender so received and may cancel the tender in part or full, extend the due date of Tender submission etc. without assigning any reason. No compensation will be paid for the efforts made by the Bidder.
- (xvii) IOCL will allow Purchase Preference to MSEs registered on Udyam Registration Portal as per applicable Govt. guidelines.
- (xviii) Bidders are required to quote their most competitive rates. Negotiations will not be conducted with the bidders as a matter of routine. However, Owner reserves the right to conduct negotiations.
Ordinarily the lowest responsive bids shall be preferred. However, the OWNER reserves the right not to accept the lowest bid, if in its opinion this would not be in the interests of the works/IOCL.
- (xix) Legal dispute, if any, shall only be within the jurisdiction of Local Court unless mentioned otherwise.
- (xx) All communications with the bidders after bid submission date till price bid opening shall be done through e-tender portal only except obtaining price implication. However, IOCL reserve the right to take cognizance of the communication made outside e-Tendering Portal under exceptional circumstances.
- (xxi) Bidder cannot make any claim against IOCL towards its expense incurred in connection with the preparation and delivery of their bids, site visit, participating in the discussion and other expenses incurred during bidding process.
- (xxii) Bidder should make sure that their priced bid (Part-II/BOQ) contain only prices. Rates mentioned elsewhere shall not be taken into cognizance. Offer shall be liable for rejection if any condition directly or implied, recorded in Priced Bid (Part-II/BOQ).
- (xxiii) Submission of authentic documents is the prime responsibility of the bidder. Wherever IOCL has concern or apprehension regarding the authenticity/ correctness of any document, IOCL reserves the right to get the documents verified from issuing authority/any relevant source. If documents (part or full) are found forged, such offers will be summarily rejected and EMD will be forfeited and may be debarred from future tenders.
- (xxiv) After opening of the technical bids but before the opening of the price bids, the bids may be rejected for unsatisfactory performance or adverse comments which have come to the notice of the tender inviting authority.
- (xxv) Offers not meeting statutory requirement are liable for rejection.



- (xxvi) Bidders are advised to visit Announcement section/ Information for DSC/ Bidders Manual Kit/ FAQ of e-Tender Portal before bidding.
- (xxvii) **Notwithstanding any other condition /provision in the tender documents, Bidders are required to submit complete documents pertaining to pre-qualification criteria (PQC) along with their offer. Failure to meet the PQC will render the bid to be summarily rejected.**
- IOCL reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents / clarifications.
- (xxviii) Refer SITT of the tender document /Special Instruction to Bidder (SITB) of e-tender web site for more details.
- (xxix) IOCL does not take any responsibility for the correctness of tender documents obtained from any other source. Bidders are advised to visit above mentioned website before submitting their offer for official version of the tender document including any corrigendum / amendment if any, which shall be binding to the bidder
- (xxx) EMD**
- a) EMD must be submitted online by Indian bidders. EMD in the form of Demand Draft / Banker's cheque, Swift Transfer will be accepted only from Foreign bidders. Tenders without Earnest Money are liable to be rejected. However, Micro & Small Enterprises (MSE) registered agencies covered under MSMED act, Startups (recognized by DIPP), Central/State PSUs, JVs of IOCL and registered Start ups are exempted from submission of EMD. Bidders claiming such exemption need to submit necessary documentary proof of their eligibility along with their techno-commercial bid. The certificate must be valid on the bid submission date. In absence of same their offer are liable for rejection. Suo motto submission of MSE certificate after the due date of bid submission will not be considered for EMD exemption / Purchase preference.
- b) BG in prescribed format from a scheduled bank is acceptable provided EMD amount prescribed above is not less than Rupees One Lac. BG should be valid for a minimum period of Bid Validity plus three months
- c) Wherever applicable, scanned copy of EMD Instrument (i.e. B.G /MSEs/NSIC certificate etc.) must be uploaded along with offer & original of BG should reach to the office of tender issuing authority in sealed envelope super-scribing tender name, tender number, date of opening and bidder's name, preferably before the deadline of submission but not later than 7 (seven) days from tender opening date. Offers for which EMD BG is not received within 7 days from tender opening date, are liable for rejection.
- d) In case of submission of EMD thru' BG, the following is to be adhered on e-tender portal:
- Select "Yes" in "Are you exempted from EMD payment" in EMD Payment page.
 - Select either "Percentage" or "Fixed" under head "If yes, provide the exemption type".
 - In case of "Percentage" exemption type, put "100" in "Percentage/Amount" field. In case of "Fixed" exemption type, put whole EMD amount in "Percentage/Amount" field.
 - A pop-up will be displayed showing that "EMD amount to be paid after exemption".
 - Check whether it is 0 (Zero), if not, please repeat the above steps.
 - If it is 0 (Zero), you shall upload the scan copy of your "Bank Guarantee (BG)" in the same page at space provided for uploading EMD exemption document.
 - Click next to proceed further.
- (xxxi) During the contract / engagement the organization, its employees, agents, other contractors, sub-contractors and their employees, etc., may be exposed to certain unpublished price sensitive information (UPSI), that is not generally available and which upon becoming generally available is likely to materially affect the price of the securities issued by IndianOil. Such UPSI



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

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

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

Saikat Chattaraj
Deputy General Manager (Contracts)
Indian Oil Corporation Ltd.,
Scope Complex, Core-2,
Lodhi Road, New Delhi-110003



CHAPTER - 3

CHECK LIST FOR SUBMISSION OF OFFER

Tenderers are requested to duly fill-in this check list. The duly filled check-list must be uploaded along with the Techno-commercial part of the tender and also ensure that all details/documents have been furnished as called for in this tender.

Sl. No.	LIST OF DOCUMENTS	(PLEASE TICK ✓ MARK or MENTION 'YES' OR DETAILS)
1.	Tender Forwarding Letter as per format available in Appendices to SITT	
2.	Submission of EMD as per NIT	N.A.
3.	Power of Attorney for the Authorized Signatory who is having valid Digital Signature Certificate (DSC) and participated in e-tendering (Partnership deed/ Power of Attorney / Resolution of the boards)	
4.	Copy of Articles of Association/ Memorandum of Understanding/ Certificate of Incorporation in case of Limited Company/ Proprietary Firm/ Partnership Firm/ JV.	
5.	Confirm Validity of Offer is not less than 04 (Four) months from the date of actual opening of bids.	
6.	Compliance to Bid Requirement of IOCL	
7.	Submission of copy of PF registration /ESI registration / PAN Card / GSTIN Registration	N.A.
8.	Duly filled declaration of Holiday Listing / Blacklisting	
9.	Submission of Exception and Deviations (Technical & Commercial) OR 'NIL' deviation statement Please Note that any deviations/ reservations/ notes/ comments etc., given elsewhere in the offer other than this Appendix to SITT (Exceptions & Deviations) shall not be considered.	
10.	Submission of Letter of waiver as per format provided in the tender on company letter head	
11.	Submission of Pre Qualifications Documents as per NIT along with techno-commercial bid.	Not Applicable
12.	Duly filled declaration of relationship with directors of IOCL	
13.	Duly filled format for giving consent and bank details on letterhead along with copy of a cancelled cheque	
14.	Submitted Duly filled Undertaking for Non-tampering	
15.	Tax Quotation/ Declaration	
16.	Compliance to tender requirement	



Sl. No.	LIST OF DOCUMENTS	(PLEASE TICK ✓ MARK or MENTION 'YES' OR DETAILS)
17.	Submission of self certified declaration that Bidder is not under liquidation, court receivership or similar proceedings. <u>If, any, please give details</u>	
18.	Declaration against engagement of child labour	
19.	Submitted declaration on proceedings under insolvency and bankruptcy code, 2016	
20.	Submitted duly filled undertaking for Prohibition of Insider Trading Regulations, 2015	
21.	Declaration regarding Acceptance of Tender Document	
22.	Submission of declaration for land border sharing	
23.	Declaration for PPP-MII	
24.	Original Tender/Bidding document OR specified undertaking along with blank (Unpriced) copy of Price Bid/Schedule of Rates and addendum/corrigendum, if any.	
25.	Confirm that all the documents furnished are readable/ legible.	
26.	Confirm Price / Rate has been quoted strictly as per the BOQ enclosed with the tender document.	
27.	Acceptance to Time Schedule as per tender	
28.	Unpriced copy of Schedule of Prices duly signed (i.e. without prices) has been submitted in Unpriced part.	

Note: Documentary evidence shall be submitted in support of the details (as the case may be).



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SPECIAL INSTRUCTIONS TO TENDERERS (SITT)

1.0 GENERAL

1. The subject tender is an e-tender and owner has hoisted the complete tender documents on Indian Oil website <https://iocletenders.nic.in> and has ensured its availability for downloading the full set comprising of the above. The bidder is expected to download the complete tender documents including all addendum/corrigendum only from the above mentioned website i.e. <https://iocletenders.nic.in>, fully read and understood the same and submit their acceptance to all tender terms and conditions except deviations, if any (as per Appendix to SITT). Bidder may note that price shall be filled in the BoQ only.
2. The tenderer is expected to examine the tendering documents, including all instructions, specifications and drawings including all addendum/corrigendum in the tendering document. Failure to furnish all the information required as per Tender or submission of bid not substantially responsive to the tender document in every aspect shall result in the rejection of the bid.
3. The tender documents are and shall remain the exclusive property of IOCL without any right of the Bidder to use them for any purpose except bidding and for use by successful Bidder with reference to the work.
4. Any person/ bidder downloading the tender document from Owner's web site shall do so in strict confidence and shall not part with possession thereof or copy or disclose the provision thereof or any of them or disclose or take copies or tracings of any drawings, plans or routes forming part thereof, it being understood that the information therein are confidential and that the tender documents have been downloaded by the eligible bidder solely for the purpose of bidding.
5. Bidders are requested to read the document (Special Instruction to Bidders for Participating in e-tender) SITB available on the moving scroll of the website <https://iocletenders.nic.in> and a copy of the same is also provided along with tender document. Moreover bidders are requested to follow the instructions under "Bid Submission process" under "Bidders manual Kit" section available in the homepage at the website.
6. The bidder shall submit their offer through e-tendering site as mentioned above, following the steps in the e-tendering portal. Physical Bids sent through Fax / E-mail / Courier / Post will not be acceptable. Bidder(s) are advised to quote strictly as per terms and conditions of the tender documents for e-bidding and not to stipulate any deviations / exceptions unless & until it is unavoidable. Bidder must ensure the submission of EMD/valid EMD exemption instrument as mentioned in the Notice Inviting Tender (NIT).
7. The Owner shall not be responsible for non-submission of offers due to any reason whatsoever. The responsibility of ensuring online & on-time submission of their offers lies solely with the bidders. The bidders are requested to submit the bid online much before date and time of submission, failing which IOCL shall not be responsible for any such technical problem.
8. In order to bid for Indian Oil e-tenders, interested Bidder(s) are required to obtain a legally valid Digital Signature Certificate (DSC) (as per the requirement of e-tender website) from the licensed Certifying Authority (CA) for their authorized representative to submit bid on-line. Bidders already possessing the digital signature certificate (DSC) issued from authorized CAs can use the same in this tender. Further, the bidder should ensure that the email address given in the Registration Form is valid & active as all the communications will be made through this e-mail. For any problem on e-tendering process contact details are available on the e-tendering website.
9. On no account will any person to whom bidding documents are furnished/downloaded, part



with possession thereof or copy or disclose the provisions thereof or any of them or disclose or take copies of tracings or of any drawing, plan or route forming part thereof, it being understood that the information therein is confidential, and that the bidding documents are therefore being furnished only to bidders in strictest confidence.

10. The details as called for in the bidding documents shall be filled and completed by the Bidders in all respect and shall be submitted with requisite information and Annexure/appendices.
11. If the space in any Performa of bidding document is insufficient, additional pages shall be separately added. These shall be page numbered and shall also carry the bidding document number and shall be signed by the Bidder and entered in the Index for Bid.
12. Bidder shall clearly indicate their legal constitution and the person signing the bid shall state his capacity as also the source of his ability to bind the Bidder. The Power of Attorney or Authorization or other document constituting adequate proof of the ability of the signatory to bind the Bidder, shall be annexed to the bid. IOCL reserves the right not to consider the bid unsupported by adequate proof of the signatory's authority.
13. Agencies are advised to digitally sign the documents that are uploaded and encrypt the file data before submitting to the e-tendering portal of IOCL by following the given procedure on-line mentioned in the e-portal site. The bid shall be digitally signed by someone legally authorized to enter into commitment on behalf of the Bidder. Bidder shall upload among other documents, Power of Attorney in favour of the person who is authorized to enter into commitments on behalf of the Bidder.
14. The successful bid submission can be ascertained once acknowledgement is given by the system through bid submission number after completing all the process & steps. Users may also note that the incomplete bids will not be saved by the system and will not available for processing and evaluation.
15. IOCL will not be bound by any Power of Attorney granted by the Bidder or changes in the constitution of the firm made subsequent to submission of the bid or after the award of the contract. IOCL may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which will be borne by the Bidder.
16. The cancellation of any document such as Power of Attorney, Partnership Deed, etc. should be communicated by the Bidder to IOCL in writing well in time, failing which IOCL shall have no responsibility or liability for any action taken by IOCL on the strength of the said documents.
17. Should the Bidder have a relative or relatives in IOCL or one or more of its shareholders are employed in a superior capacity in IOCL, the relevant authority inviting bids shall be informed of the facts at the time of submission of the bid, failing which the bid may be disqualified or if such fact subsequently comes to light, IOCL reserves the right to take any other action as it deems fit in accordance with any applicable law, Rules, Regulations of the like in force.
18. Bidders/Agencies shall ensure submission of complete information/documentations in the first instance itself. IOCL reserves the right to complete the evaluation based on the details furnished by the agencies without seeking any subsequent additional information. Bids not in compliance with Bidding Document or with incomplete information documents are liable for rejection.
19. Clarification Request by the Bidder:
 - 1.19.1 The Bidders are advised to examine the Bidding Document carefully and if there be or appear to be any ambiguity or discrepancy in the documents, or any clarifications are needed; these shall be sent to the Tender Inviting Authority well in advance so as to reach him, on or before the cut-off date & time.



- 1.19.2 The bidders are requested to submit any questions relating to the Bidding document in writing or by e-mail in editable word format provided in Appendix of SITT.
- 1.19.3 Bidder shall submit their queries strictly within cut-off date after which, owner shall reserve the right not to entertain any queries.
- 1.19.4 Bidder's authorized representative(s) shall attend the pre bid meeting (If mentioned as applicable in NIT) on the prescribed day at the given venue specified in NIT. During the pre-bid meeting, all the technical and commercial issues shall be discussed and concluded to ensure that the bid received subsequent to pre bid meeting shall be without any deviations. Hence, bidders shall treat the pre bid meeting as utmost important and depute competent & senior person, capable of taking on the spot decision to sort out all the technical and commercial issues. However, in case any bidder does not attend the pre bid meeting, it shall be understood that the bidder has a clear understanding of the scope, terms & conditions of the bidding document and does not have any comments/ deviations to the requirements of the bidding document.
- 1.19.5 Based on the Pre-bid meeting, IOCL will issue necessary Amendments / Addendums (Only If felt necessary by IOCL) in IOCL e-tender portal only. No reply to Pre-bid queries of individual prospective bidders may be given in any other form.

2.0 EARNEST MONEY DEPOSIT (EMD), (IF APPLICABLE AS MENTIONED IN THE NIT):

- 2.1 The bid must be accompanied by valid Earnest Money exemption certificate or Earnest Money of amount mentioned in the Notice Inviting Tender. Bids not accompanied by valid Earnest Money exemption certificate or Earnest Money will not be considered. The EMD can be submitted either thru' online transfer or thru' Bank Guarantee (if applicable as mentioned in NIT). No interest shall be payable by IOCL for this Earnest Money Deposit.
- 2.2 Bidders may get the Bank Guarantee issued from any Bank recognized as Scheduled Bank by Reserve Bank of India. Earlier, upon receipt of the Original Bank Guarantee, IOCL was seeking confirmation of the same directly from the issuer Bank /branch to consider it a valid instrument. However, for faster confirmation of the Bank Guarantee i.e. faster processing of the tender, henceforth BG issuing bank may send SWIFT copy of BG details to SBI who in turn will confirm authenticity of the issuance of BG to IOCL directly in the form of signed hard copy through courier/post/e-mail. Only after this confirmation, BG will be issued by issuing bank to IOC directly. This process will make the BG confirmation system faster by reducing the BG confirmation time. To avail this facility, BG issuing bank will send SWIFT copy of BG to SBI at the following:
- Bank Name : State Bank of India
 - Branch Address : Corporate Accounts Group Branch II, New Delhi
 - IFSC Code : SBIN0017313.
- 2.3 The Bank Guarantee towards EMD shall be furnished on non-judicial stamp paper or e-stamp paper of value not less than Rs.100/- (Rupees One Hundred only) and as per Performa mentioned in General Conditions of Contract of the Tender Document. The Bank Guarantee shall be kept valid for a minimum period of Bid validity period + 03 months claim period from the date of opening of Tender. Tenders without Earnest Money are liable to be rejected. However, Micro and Small Enterprises (MSE's) agencies covered under MSME act, Central/State PSU, Registered Start Ups and JVs of IOCL are exempted from submission of EMD. Bidders claiming such exemption need to submit necessary valid documentary proof of their eligibility along with techno-commercial bid.
- 2.4 The scanned copy of the BG/ Receipt of online deposit shall be submitted along with



Techno-commercial Bid.

- 2.5 Wherever applicable, scanned copy of EMD Instrument (i.e. B.G /MSEs/NSIC certificate etc.) must be uploaded along with offer & original of BG should reach to the office of tender issuing authority in sealed envelope super-scribing tender name, tender number, date of opening and bidder's name, preferably before the deadline of submission but not later than 7 (seven) days from tender opening date.
- 2.6 If the Bidder, after submitting his bid, revokes his offer or modifies the items and conditions thereof during the validity of his offer except where IOCL has given opportunity to do so, the Earnest Money shall be liable to be forfeited.
- 2.7 Should "Tender" be withdrawn or cancelled by IOCL, which it shall have the right to do so at any time, the Earnest Money paid with the bid will be returned to the Bidder.
- 2.8 Should the successful Bidder fail or refuse to sign the agreement and submit the necessary Bank Guarantee(s) towards Security Deposit within the stipulated time, the Earnest Money shall be forfeited without prejudice to his being liable to any further loss or damage incurred in consequence.
- 2.9 The Earnest Money of the successful Bidder will be discharged when the Bidder has signed the Contract Agreement and furnished the necessary Bank Guarantee(s) towards Security Deposit / Initial Security Deposit. Earnest Money of the unsuccessful Bidders shall be returned at different stages of evaluation /award as per the details mentioned in instruction to bidders for participating in e-tender / Frequently Asked Questions (FAQ) about EMD uploaded in IOCL e-tender portal. Bidders are advised to go through the instruction to bidders for participating in e-tender / Frequently Asked Questions (FAQ) about EMD uploaded in IOCL e-tender portal for guidelines /clarification regarding payment /deposit of EMD.
- 2.10 Forfeiture of EMD:** Earnest Money shall be liable for forfeiture in the following circumstances:
- a. The Earnest Money deposited by a successful bidder / tenderer shall be liable to be forfeited / encashed if the successful bidder / tenderer fails to deposit or furnish the requisite initial Security Deposit as specified in the General Conditions of Contract within 10 (ten) days of the receipt of the Acceptance of Tender or any extension thereof permitted by the OWNER and/or fails to execute the contract in accordance with the Form of Contract within 30 (thirty) days of receipt of Letter of Acceptance in this behalf from the OWNER or within such extended period as may be permitted by the OWNER for the purpose. Such forfeiture or encashment shall not be by way of penalty or liquidated damages but by way of recovery of the agreed pre estimate of costs incurred by the OWNER in the process relative to the bid and in the examination and / or evaluation of the bid.
 - b. A bidder / tenderer who purports to alter, modify or withdraw its / his / their bid / offer after submission within the period during which it / he / they promised to keep its / his / their bid valid, shall be liable to have its/ his / their tender rejected and its / his / their Earnest Money deposit or bank guarantee submitted by way of earnest money forfeited / encashed not by way of penalty or liquidated damages but by way of mutually agreed pre-estimate of costs incurred by the OWNER in the process relative to the bid and in the examination and / or evaluation of the bid.
 - c. In case the bid is rejected due to submission of fake/ forged documents.
 - d. In case lowest party backs out before the work order is placed or before the execution of the work order. EMD of the lowest party shall be forfeited.

3.0 COST OF TENDER DOCUMENT



Tender fee is not applicable for this tender, since the bidders are required to download the tender documents from IOCL e-tender website (<https://iocletenders.nic.in>).

4.0 BIDDING DOCUMENT

The bidding document that is downloaded shall be submitted on-line as per the procedure stipulated in the website along with the digital signature. The bidding document shall not be transferred to any other agency. The digital signature shall be considered as your confirmation that you have read and accepted all the conditions laid down in the Tender Documents.

5.0 BID VALIDITY

- 5.1 Bid shall remain valid for acceptance for a period as specified in check list of tender. The rates quoted in the schedule of rates shall remain firm during the validity period. The bidder shall not be entitled to modify, vary, revoke or cancel his bid during the said period.
- 5.2 In exceptional circumstances, prior to expiry of the original bid, the owner may request the Bidder for a specified extension in the period of validity. The request and the responses thereto shall be made in writing or by fax/ e-mail/e-tender portal. A Bidder agreeing to the request will not be permitted to modify his bid but will be required to extend the validity of his bid. If a Bidder still deviates or changes prices, bid is liable for rejection.
- 5.3 A bidder may refuse the request for extension of validity of the Bid. In such case bidder will be allowed to withdraw his bid.
- 5.4 In exceptional circumstances, in case bids have to be revalidated before price bid opening beyond the originally sought validity, the same may be allowed with or without change in prices. However, IOCL reserves the right to cancel such tender and refloat the same.

6.0 COST OF BIDDING

The bidder shall bear all direct and indirect costs associated with the preparation or delivery/ submission of their Bid, participating in discussions etc. including costs and expenses related with visits to the OWNER's offices, digital signatures etc. IOCL will in no case be responsible or liable for reimbursement of those cost and expenses regardless of the outcome of the bidding process.

7.0 ARRANGEMENT OF BID

As far as possible bidder should ensure the submission of bid as per tender terms and conditions. In exceptional circumstances the bidder may submit their exceptions/deviations in the format provided in the tender. Deviations mentioned elsewhere shall not be considered and ignored.

8.0 LAST DATE FOR SUBMISSION OF BIDS

Bidders are advised in their own interest to ensure that bids are uploaded on e-tender portal well before the closing date and time. The system time (IST) that will be displayed on e-Procurement web page shall be the time considered for determining the expiry of due date and time of the tender and no other time shall be taken into cognizance.

9.0 BIDDER RESPONSIBILITY FOR QUOTATION



Although all details presented in this bid documents have been complied with all reasonable care, it is the Bidder's responsibility to ensure that the information provided is adequate and clearly understood.

Bidder shall inspect the site and surrounding area and shall satisfy himself of the existing facilities and shall collect any other information, which he may require before submitting the bid. Bidder's quotation is the responsibility of the Bidder and no relief or consideration can be given for errors and omissions.

10.0 SITE LOCATION / SITE VISIT

It is the responsibility of the bidder to make themselves familiar with the work site and its surroundings, if required, bidder may examine the work site (s) & its surrounding which may be considered deemed necessary for preparing the bid & entering into the contract. The costs of visiting the site shall be at Bidders own expenses.

The Tenderer or his authorized representative(s) will be granted permission by the Owner to enter upon his premises and lands for the purpose of such inspection, but only upon the explicit condition that the Tenderer or his authorized representative(s) will release and indemnify the Owner from and against all liability in respect thereof and will be responsible for personnel injury (whether fatal or otherwise), loss of or damage to property and any other loss, damage, cost and expenses incurred as a result thereof.

11.0 IOCL's RIGHTS

- 11.1 IOCL reserve the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, or to reject all bids with or without assigning in reasons.
- 11.2 The intending tenderer as a pre-requisite must produce documentary evidence(s) of all documents required along with the techno-commercial part of their offer. In case of non-submission of above documents or submission of incomplete documents as per above clause along with techno-commercial part, IOCL reserves the right not to evaluate such offers further and not to enter into correspondence in this regard after opening of offer.
- 11.3 IOCL shall evaluate the offer of tenderers considering the resource available for proper execution of works. In view of this, tenderers are required to furnish adequate details with respect to available/ spare/ additional resources along with the details of the resources planned to be deployed on the works under execution.

12.0 CURRENCIES OF BID AND PAYMENT

- 12.1 Tenderers shall quote their prices in Indian Rupees or other currencies as indicated in the price bid (BoQ) only.
- 12.2 All the payment in Indian Rupees shall be released through e-banking only. Successful bidder shall submit details of their Bank Account for e-payment purpose.

13.0 CARTEL FORMATION

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.

14.0 BID SUBMISSION

- 14.1 Bidders must submit offers on e-tendering portal by the time and date mentioned in the Notice Inviting Tender.

- 14.2 The Tender shall be submitted in “two bid system” in two parts viz. PART-I (Techno-commercial Bid) and PART-II (PRICE BID) as detailed below through online mode only.

PART – I (Techno-commercial Bid)	Technical and commercial aspects of the offer of the tender documents with NO PRICE indicated therein. If any rates/Prices are mentioned in the technical bid, the same will be ignored.
PART – II (PRICE BID)	It shall be noted that this part shall contain only PRICES and no conditions whatsoever. Any condition mentioned in Part-II of the tender shall not be considered at the time of evaluation of the tender and may make the offer liable for rejection.

- 14.3 Each e-Tender provides access to Techno-Commercial as well as Price part of tender. Bidders/Agencies shall submit their eligibility and qualification documents, Technical bid, Financial part etc. in the standard formats prescribed in the Tender Documents, uploaded on e-tender website. The bidder shall upload all the scanned copies of all the relevant certificates, documents etc in support of their eligibility criteria/technical bids in the e-tender website. The bidder shall digitally sign on the statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity. If any of the documents furnished by the bidder is found to be false/ fabricated, the bidder is liable for black listing, forfeiture of EMD & cancellation of work.
- 14.4 All Amendments to the tender document issued before bid opening, must be signed and submitted along with the Techno-commercial bid as a token of acceptance. The bid submitted by the Tenderer shall take into account all such amendments.
- 14.5 Bidder shall attach the required documents with their offers along with the Techno-Commercial part, of the bid.
- 14.6 The tender shall be completely filled in all respects and with requisite information and annexures/appendices as described in NIT/Tender. In case the relevant data/ details/ information in respect of the above are not furnished in the Techno-Commercial part, the tender is liable for rejection. Decision of the Owner, in this regard, shall be final & binding on the tenderer.
- 14.7 The tenderer shall be deemed to have satisfied himself before submission of bid, as to the correctness and sufficiency of the tender for the works and of the rates stated in the Schedule of Rates, which shall cover all his obligations under the Contract and all matters and things necessary for proper completion of the works.
- 14.8 Deleted
- 14.9 Bidders are requested to provide details regarding power consumption of the equipment to be installed by them along with other technical details, and operating cost of the plant, wherever required and specifically asked in the tender, in case loading to be done for the variation in power consumption, and operating cost. In such cases the basis of evaluation will be as mentioned in the tender separately.
- 14.10 PART-I (TECHNO-COMMERCIAL BID)

The bidders are required to upload the legible scanned copy of the following list of documents within the period of bid submission:

(A) QUALIFICATION DOCUMENTS

The bidders are required to upload the scanned copy of the following list of documents: -

- I.Details of similar work as per NIT. All supporting documents shall be submitted in English language. If any of the document is in other than English Language, certified transcript of

the same shall be submitted.

II. Copies of Audited Financial Statements (Balance sheets including Profit & Loss/ Trading Account statement)

III. Documents for meeting additional technical requirements (If mentioned specifically in the NIT).

IV. Any other document, which in bidder's opinion required for completing the bid.

(B) OTHER DOCUMENTS

The bidders are required to upload the scanned copy of the following list of documents:

I. Tender Forwarding Letter & Power of Attorney in the name of person who has digitally signed the bid.

II. Duly filled check list.

III. Authorised signatory of the tender having legally valid Digital signature Certificate (DSC) in the following manner (Duly Notarized Power of attorney shall be clearly evidenced by submitting board resolution for authorization in favour of person signing the bid) :-

In case the tenderer is:

a) **Proprietary firm:** By proprietor of the firm or power of attorney holder along with affidavit of proprietorship (Duly notarized copy to be submitted).

b) **Partnership firm:** By all the partners or by a partner holding power of attorney or by a power of attorney holder for signing the tender (Attested / notarised copy of power of attorney, partnership deed to be submitted).

c) **Private or Public Limited Company:** By Power of attorney holder (Attested/ notarised copy of power of attorney, Articles of Association, memorandum of understanding to be submitted).

i) Filled Appendices of SITT

ii) Filled Annexure of Technical specifications, if any

iii) Copies of documents mentioned in 'Other requirements' in NIT

14.11 PART – II (PRICE BID)

i) The bidder shall submit Price Bid (Part-II)/ (BoQ file) in excel sheet format and the same shall be uploaded online only.

ii) The PRICE PART shall contain only "Schedule of Rates" duly filled in and any other information / document which have been specifically asked to be furnished along with the price part. No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in Price part of bid. Owner shall not take cognizance of any such statement and may at their discretion reject such Price Bids.

iii) The tenderer shall quote firm prices in the price schedule.

iv) Bidder shall quote all the items of Schedule of Prices after careful analysis of cost involved for the performance of the completed item considering all parts of the Bidding Document. In case any activity is specifically not covered in description of item under Schedule of Prices but is required to complete the work as specified elsewhere in the Bidding Document, then the quoted prices for the item shall be deemed to be inclusive of cost incurred for such activity and no claims whatsoever on this account shall be entertained by Owner.

v) Bidders are advised to check the BOQ file before submitting the price bid w.r.t. the Schedule of rates attached with tender documents.

vi) *Bidders are advised to fill the BOQ file as per following instructions:*



- a) *The bidder has to download the BOQ file along with tender documents and subsequent Addendum/Corrigendum/Clarifications, if any may be issued at a later stage, if required.*
- b) *Bidders are advised to fill the 'Cyan' coloured cells meant for the rates, which to be entered by the bidder.*
- c) *Bidders are advised strictly not to alter or change the BOQ format/ contents. Bidders are also advised not to paste any image file in the BOQ work sheet.*
- d) *Bidders are to quote rates in figures only.*
- vii) The price quoted under each head shall include all cost towards equipment, labour & laboratory back-up, logistics, transport, travel and stay arrangements and other incidentals including supply of materials as may be necessary for rendering the services in totality as per detailed specifications.
- viii) For supply of items under the scope of the CONTRACTOR supply, the rates quoted by the Tenderer shall be all inclusive for delivery of material at site (FOR destination basis). It shall include the basic cost, all applicable taxes and duties, inspection charge, transportation charges, transit insurance, auxiliary taxes and all cost incidental to delivering the materials at work site etc.
- ix) Bidder shall quote competitive prices. The bidder shall quote strictly in the format given in SOR.
- x) The bidder shall submit the tender online in IOCL's E-tendering site <https://iocletenders.nic.in> on or before the due date of Bid submission. TENDERS SUBMITTED BY ANY OTHER FORM (Fax / E-mail / Courier / Post/ Hard copy) WILL NOT BE ACCEPTED.
- xi) The price offered by the tenderer shall not appear anywhere in any manner in the Techno-Commercial Bid.
- xii) Tenderers are advised not to tamper the BoQ sheet or else insert any additional sheet with any condition.

15.0 BID CLARIFICATION / AMENDMENTS BY IOCL

- 15.1 IOCL may issue clarifications / amendments in the form of addendum / corrigendum during the bidding period and may also issue amendments subsequent to receiving the bids. For the addendum / corrigendum issued during the bidding period, Bidder shall confirm the inclusion of addendum / corrigendum in their bid. For clarifications issued by IOCL subsequent to receiving the bids, the bidder shall confirm receipt on line and for any impact on the quoted prices; the bidder shall follow the instructions issued along with addendum / corrigendum.
- 15.2 Bidders shall examine the Bidding documents thoroughly and submit to IOCL any apparent conflict, discrepancy or error. IOCL shall issue appropriate clarification or amendment, if required. Any failure by bidder to comply with the aforesaid shall not excuse the bidder from performing the services in accordance with the agreement, if subsequently awarded the contract.
- 15.3 If a bidder does not view / fails to view the corrigendum/ addenda / clarification hosted on the website while registering with IndianOil e-tendering site <https://iocletenders.nic.in> on any accounts whatsoever and their offer is without considering the corrigendum / addenda / clarification, then owner may reject the offer.
- 15.4 All questions and clarifications related to Bidding documents shall be addressed in writing to '**Tender Inviting Authority**'.
- 15.5 Bidders should ensure that the Bid submitted is substantially responsive Bid in the first instance itself. Evaluation may be completed based on the content of the Bid itself without

seeking any subsequent additional information which may result in rejection of Bid. However, OWNER may, at its discretion, may request bidder to submit the necessary information or documentation, within a reasonable period of time, to withdraw deviation, reservation, or rectify omission in the bid related to documentation requirements. Requesting information or documentation on such account shall not be related to any aspect of the price of the Bid. OWNER's request for clarification and the response shall be in writing.

- 15.6 No change, including any voluntary increase or decrease, in the prices or substance of the bid shall be sought, offered, or permitted. Bidder shall not be allowed to submit any price implication or revised price after submission of Bid unless the same is called for by OWNER in writing.
- 15.7 Any clarification submitted by a bidder that is not in response to a request by OWNER shall not be considered. Failure of the bidder to comply with the request may result in the rejection of its Bid.
- 15.8 If a bidder does not provide clarifications of its bid by the date and time set in OWNER's request for clarification, its bid shall be evaluated with available information which may result in rejection of their bid.

16.0 SUO-MOTO CHANGES IN PRICE

Suo moto changes received after submission of bid shall be checked and treated as per the following matrix.

Stage	Price Increase	Price Decrease
After opening of un-priced bid	Not Acceptable. Bidder shall be asked to withdraw the price increase, in case bidder refuses to withdraw the price increase their bid shall be liable for rejection. EMD shall be forfeited.	In case of suo moto price decrease: i. Tender evaluation shall be done without considering suo moto price decrease. ii. Ordering shall be done considering suo moto price decrease.

17.0 PRICES, TAXES & DUTIES

The Bidder should quote firm prices/ rates taking in to account of all Taxes, Duties, Levies, Personal Tax, Corporate Tax and all other expenditure required to be incurred by him/her for providing required services / deliverables etc. during the contract period as indicated under this contract and after wards no variation on any account unless otherwise specifically mentioned in the tender will be allowed. The quoted prices for all the items should be inclusive of all levies & duties etc. as mentioned above except Goods & Services Tax (GST) which shall be paid at the applicable rate as quoted /confirmed by the bidder.

18.0 OPENING OF TECHNO-COMMERCIAL BIDS

The Techno-commercial part of the Bid shall be opened on-line on the date & time mentioned in the NIT. No Bidder shall be required to be present in IOCL's office for any E-Tender opening process. Bidders can view the status & tender opening statement by logging on to the website.



19.0 PRE-PRICE BID MEETING

A pre-price bid conference with technically acceptable bidders may be organized and bidders will be intimated accordingly.

20.0 OPENING AND EVALUATION OF PRICE BIDS

- 20.1 The Price Bids of only those bidders shall be considered for electronic opening and evaluation, whose bid is determined to be technically and commercially acceptable to IOCL.
- 20.2 Prices may be loaded for the retained terms and conditions, which are quantifiable and acceptable to IOCL.
- 20.3 The quoted prices shall be checked to determine the arithmetical correctness of the same up to 2 decimal places of the quoted rates.
- 20.4 Conditional discount, if offered, shall not be considered for evaluation. However, if the bidder adjudged Lowest (L-1) bidder by the original quoted prices, the offered discount will be availed during award of job.
- 20.5 In case of tie between two or more bidders at L-1 position, all the L-1 bidders shall be asked to submit discount over previous quoted rate in a sealed envelope. In case there is still a tie, the bidder with highest annual turnover in the most recent financial year shall be considered as lowest bidder.
- 20.6 Negotiations will not be conducted with the bidders as a matter of routine. However, OWNER reserves the right to conduct negotiation with the quoted price.
- 20.7 Although ordinarily the Lowest responsive bid amongst the bids submitted by tenders and considered qualified and competent by the OWNER shall be preferred, the OWNER reserves the right not to accept the Lowest bid if, in its opinion, this would not be in the interests of works.
- 20.8 OWNER reserves the right to use in-house information for assessment of capability of bidder during evaluation.
- 20.9 Item rate bidding: In such cases where the Bidder has not quoted for each and every item and a few items have been left over which are not more than 5% based on estimate, the offer may be evaluated by considering the highest rate quoted by the other tenderers. If after taking the highest rate, party comes out to be the lowest, then the lowest quoted rates against those items shall be considered for award of work to the L1 bidder. In case the bidder has not quoted for each and every item which are more than 5% of estimate, the offer of the bidder shall not be considered for evaluation.

21.0 DISCUSSIONS AND NEGOTIATIONS

OWNER shall be free to engage in discussions or negotiations with the bidder concerning the terms of their respective bids at all time prior to execution by both parties of the Contract.

Bidders to quote competitive prices considering the fact that price negotiations, if required, to be held with the lowest tenderer only.

22.0 OWNER'S RIGHT TO ACCEPT ANY BID AND REJECT ANY OR ALL BIDS

IOCL reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids at any time without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for the IOCL's action.

23.0 CONDITIONS FOR BENEFITS/PREFERENCE FOR MICRO & SMALL ENTERPRISES



(MSES)

1. As per Public Procurement Policy for Micro & Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India and Gazette Notification no. 2119(E) dated 26.06.2020 in supersession of Gazette Notification no. 1702(E) dated 01.06.2020, Micro and Small Enterprises (MSE's) must have Udyam Registration Certificate (<https://udyamregistration.gov.in>) permitted by GOI w.e.f., 01.04.2021, to avail the benefits / preference available vide Public Procurement Policy MSEs Order, 2012.
2. As per Gazette Notification No. 4714 dated 18.10.2022, In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all non-tax benefits of the category (micro or small or medium) it was in before re-classification, for a period of three years from the date of such upward change.
3. MSEs participating in the tender must submit the Udyam Registration Certificate. Policy is meant for procurements of only goods produced and services rendered by MSEs. Traders / distributors / sole agent / Works contract are excluded from the purview of public procurement policy for MSEs Order, 2012.
4. The benefits of the Policy in respect of a particular item shall be given only to those MSEs which are registered for that item group (NIC Code) under Udyam Registration.
5. The Udyam Registration Certificate must be valid as on original close date of the tender.
6. The MSEs who do not have the Udyam Registration Certificate as on original close date of the tender, are not eligible for exemption / preference.
7. The MSEs having valid Udyam Registration Certificate are exempted from payment of Earnest Money Deposit (EMD).
8. Purchase Preference – In tender, participating MSEs quoting price within the band of L1+15% shall also be allowed to supply a portion of requirement by bringing down the price to L1 price in a situation where L1 price is from some one other than an MSE. Such MSEs shall be allowed to supply at least 25% of total tendered value.

In case L1 is not an MSE and there is more than one MSE within the range of L1+15%, only the lowest MSE shall be considered for 25% order in case of divisible item (or 100% in case order quantity is not divisible), subject to matching the L1 prices. Only on refusal of such lowest MSE to accept L1 price, second lowest MSE within the range of L1+15%, shall be considered. The process shall be continued till a MSE in the range accepts the L1 price or the MSEs in the L1+15% range are exhausted. In case no MSE accepts the L1 price or there is no MSE available, in L1+15% range, the order shall be placed without applying the principle.

9. ~~The value of Performance Bank Guarantee (PBG) shall be relaxed by 50% of the requirement as per tender terms in case of MSEs owned by SC/ST & Women entrepreneurs.~~

24.0 AWARD OF WORK TO SUCCESSFUL BIDDER

- 24.1 The technically & commercially acceptable Tenderer shall be issued Fax of Acceptance (FOA)/ Letter of Acceptance (LOA) prior to expiry of Tender Validity. Bidder shall confirm acknowledgement by returning a signed copy of FOA.
- 24.2 The successful bidder is mandatorily required to be registered on GeM (Government e-Market Place) portal i.e. <https://gem.gov.in/> and must have obtained unique GeM seller id from GeM prior to issuance of Purchase Order / Work Order. A line of intimation is to be provided along with GeM registration Id to work order issuance authority.



25.0 CONTACTING THE OWNER

No bidder, their representatives or agents shall contact the OWNER on any matter relating to this Bid from the time of submission of Bids, unless requested so in writing. Any effort by a Bidder to influence the OWNER in the OWNER's decisions in respect of Bid evaluation will result in the rejection of that Bidder's Bid.

26.0 SETTLEMENT OF DISPUTES BETWEEN PUBLIC SECTOR UNDERTAKING / PUBLIC SECTOR ENTERPRISES / GOVERNMENT DEPARTMENT

- 26.1 In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trust inter se and also between CPSEs and Government Departments/ Organisations (excluding disputes concerning Railways, Income Tax , Customs & Excise Departments), such dispute or differences shall be taken up by either party for resolution through Administrative Mechanism for Resolution of CPSEs Disputes (AMCRD) as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

27.0 GUIDELINES FOR PERSONAL PROTECTIVE EQUIPMENTS (PPE) :

In addition to the provisions /guidelines/ stipulations made in the General Conditions of Contract /Special Conditions of Contract /elsewhere in the tender document , it will be the successful tenderer's obligation to provide PPEs to their workmen during discharge of the contract. The bidder's quoted price / rates shall be deemed to be inclusive of cost of providing the relevant PPEs. Guideline on Personal Protective Equipments (PPE) is attached along with the tender document.

28.0 FRAUDULENT PRACTICES

- 28.1 The OWNER requires that Bidders observe the highest standard of ethics during the award/execution of Contract. "Fraudulent Practice" means a misrepresentation of facts in order to influence the award of a Contract to the detriment of the OWNER, 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 the OWNER of the benefits of free and open competition.
- 28.2 The OWNER will reject a bid for award if it determines that the bidder recommended for award has engaged in fraudulent practices in competing for the Contract in question.
- Bidder is 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/ forged, the same shall be considered adequate ground for rejection of bids and forfeiture of Earnest Money Deposit, if applicable.
- 28.3 In case, the information/ document furnished by the Bidder/Vendor/Contractor forming basis of evaluation of his bid is found to be false/ forged after the award of the contract, OWNER shall have full right to terminate the contract and get the remaining job executed at the risk & cost of such Bidder/Vendor/ Contractor without any prejudice to other rights available to OWNER under the contract such as forfeiture of CPBG/Security Deposit, withholding of payment etc.
- 28.4 In case, this issue of submission of false document comes to the notice after execution of work, OWNER shall have full right to forfeit any amount due to the Bidder/ Vendor/Contractor along with forfeiture of CPBG/Security Deposit, if applicable.



28.5 Further, such Bidder shall be put on Holiday List of OWNER debarring them from future business with OWNER for a time period, as per the prevailing policy of OWNER.

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

No bid will be received after the deadline of submission of bid.

Unsolicited bids or bids being submitted to address other than one specifically stipulated in the bid documents will not be considered for opening / evaluation / award.

30.0 DETERMINATION OF BID RESPONSIVENESS

OWNER's determination of a bid's responsiveness is to be based on the contents of the bid itself, as defined in SITT.

A substantially responsive bid is one that meets the requirements of the Bidding Documents without any deviation.

Bidder should not be under liquidation, court receivership or similar proceedings. **Bidder shall submit self-certificate in this regard.**

Bidder who is found to be under court receivership or similar proceeding as per above declaration, then their offer shall not be considered for further evaluation.

31.0 INTEGRITY PACT AGREEMENT (Applicable if mentioned in NIT)

- I. Indian Oil Corporation Limited (OWNER) has signed an MOU with Transparency International India for adoption of the Integrity Pact Program. The MOU is available at IOCL website <https://iocl.com/integrity-pact>. Owner is committed to follow the principles of transparency, equity and competitiveness in public procurements.
- II. Bidder has also to commit the same through executing an Integrity Pact Agreement (IPA) (if the award value is more than INR 10.0 Crore inclusive of all taxes and duties) and declarations which is now a part of the tender document. In absence of the same, the tender would be summarily rejected. Format of Integrity Agreement and declaration are enclosed as Appendix to SITT and are also available at Indian Oil website www.iocl.com.
- III. Based on the specific instructions in NIT, Integrity Pact Agreement may or may not be applicable in a particular tender. However, depending upon the award value the successful bidder is required to sign the Integrity pact agreement in case the award value is more than INR 10.0 Crore (including all taxes and duties).
- IV. IPA will prevail over General Conditions of Contract with regard to specific clauses of the IPA including consequential breaches by the bidders.
- V. Any violations/alleged violation of IPA would not be subject matter of arbitration.
- VI. Integrity Pact shall be returned by the Bidder along with the bid documents, duly signed by the same signatory who is authorized to sign the bid documents. Bidder's failure to submit the Integrity Pact duly signed shall result in the bid not being considered for further evaluation.
- VII. Bidders may raise disputes/ complaints, if any, with the nominated Independent External Monitor.
- VIII. The details of IEMs (Independent External Monitor) are available at <https://iocl.com/integrity-pact>.

32.0 REQUIREMENT OF EMPLOYMENT VISA FOR FOREIGN NATIONALS



All foreign nationals coming to India for execution of Projects/Contracts will have to apply for Employment Visa only and that grant of Employment Visa would be subject to strict adherence of following norms:

- i. Employment Visa is granted only for the skilled and qualified professionals or to a person who is being engaged or appointed by a Company, Organisation, Industry or Undertaking etc. in India on contract or employment basis at a senior level, skilled position such as technical expert, senior executive or in managerial position etc.
- ii. Request for Employment Visa for jobs for which large number of qualified Indians are available, is not considered.
- iii. Under no circumstances an Employment Visa is granted for routine, ordinary secretarial / clerical jobs.

Bidders are advised in their own interest to check latest Visa rules from Indian Embassy / High Commission in their country in case foreign nationals are required to be deputed to India during execution of the Contract.

33.0 USE OF WHITE/ ERASING FLUID

Bidder to note that cutting and corrections in the bid document should be avoided and if it is unavoidable, it should be kept at the bare minimum and it should be neatly cut and re-written without over-writing and use of white fluid. All corrections should be duly signed by the tenderer. In case the tenderers resorting to many corrections including usage of white fluid in the tender document, the tender shall be liable for rejection.

The bidders to note that the use of white/erasing fluid for correcting the rates is banned. Accordingly, wherever the rates are corrected with white/erasing fluid, the bids will be summarily rejected. This shall supersede the relevant clauses of GCC/SCC forming part of tender document.

34.0 INDIGENIZATION

Tenderer shall make maximum possible utilization of indigenous manufacturing facilities and other services/ expertise available for their project implementation plans. It is, therefore, essential that as a preliminary exercise, Tenderers should explore potential available indigenously for utilization of manufacturing facilities and other various products/ equipment/ material of Indian origin conforming to specifications as well as construction expertise available indigenously and associate experienced Indian Agencies under overall supervision and responsibility of CONSULTANT, if applicable.

35.0 REBATE

No suo-moto reduction in price(s) by bidders is permissible after opening of the bid. If any Bidder unilaterally reduces the price(s) quoted by him in his bid after opening of bids, such reduction shall not be considered for comparison of prices but shall be binding on the Bidder if he happens to be selected for award of work.

36.0 INSOLVENCY AND BANKRUPTCY CODE, 2016 (IBC)

- a. It will be the responsibility of the bidder to inform IOCL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code or any other applicable law (in case where Code is not

applicable).

- b. If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected by IOCL.
- c. After the award of contract, IOCL reserves the right to cancel and terminate the contract without any liability on the part of IOCL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract. Any unsettled advance paid to the party shall be immediately refunded to IOCL.
- d. IOCL reserves its right to evaluate and finalize the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering.
- e. A declaration / undertaking shall be submitted from the bidder in the Format (as per ANNEXURE to SITT) along with techno commercial bid.

37.0 REVERSE AUCTION (Applicable only if specifically mentioned in the NIT)

NOT APPLICABLE

38.0 BANK GUARANTEE

Bidders who are submitting the Bank Guarantee either against Earnest Money deposit or Initial Security deposit/ Security deposit may please ensure that the rating of the bank sanctioning the BG should not fall below the rating of 'A' from Moody's or equivalent (from other rating agency) in case of foreign bank and rating of 'AA' from CRISIL or equivalent (from other rating agency) in case of Indian banks during the tenor of the BG. In case the rating falls below threshold level at the time during the tenor of BG, the party will arrange to replace the BG, at its own cost, through bank acceptable to IOCL.

39.0 ACCEPTANCE OF BANK GUARANTEE (BGS)

LC/BG upto Rs. 2 Crore can be accepted from Indian Branch of any scheduled bank and above Rs. 2 Crore from any nationalised/PSU bank or any scheduled Bank having the desired credit rating as under:

Bank	If the tenor of LC / BG is more than 1 year, credit rating of	If the tenor of LC / BG is upto 1 year, credit rating of
In case of foreign banks	"A" of Moody's or equivalent	"P-1" of Moody's or equivalent, i.e. highest short term rating
In case of Indian banks	"AA" of CRISIL or equivalent	"A1+" of CRISIL or equivalent, i.e. highest short term rating

In case the rating of the bank issuing the BG falls below the Desired Credit Rating during the tenor BG.

40.0 DOCUMENT VERIFICATION:

IOCL reserves the right to verify the documents submitted by the bidder(s) before award of contract. Bidder is expected to provide the necessary details/ extend the help for the verification of documents/credentials.



41.0 CONFIDENTIALITY CLAUSE W.R.T. COMPLIANCE WITH INDIANOIL's INSIDER TRADING CODE

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

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

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

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

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

42.0 CONTRACT/ CONTRACT DOCUMENT

1. The entire work covered in the Bidding Document shall be treated as the Contract. Bidder should quote for the work accordingly.
2. The Bidder whose bid has been accepted by IOCL shall enter into formal agreement with IOCL as per Proforma available in this tender (if the award value of the job is more than INR 50.0 Lakh, including all taxes and duties) on the date and place to be notified by IOCL. (Details of the same will be mentioned in the Letter of Acceptance (LOA)/ Detailed Letter of Acceptance (DLOA)).
3. Contract Documents for agreement shall be prepared after award of work as intimated to the successful Bidder by a FOA/LOA/DLOA. Until the final Contract Documents are prepared and executed, the Bidding Document together with the annexed documents, modifications, deviations agreed upon by IOCL and Bidder's

acceptance thereof shall constitute a contract between the successful Bidder and IOCL.

4. The statement of agreed variations, if any, shall be prepared based on the finally retained and agreed deviations, all relevant correspondences, minutes of meetings, addendum/ amendments issued by IOCL. Above mentioned contract document shall supersede all correspondences and Minutes of Meetings (MOMs) etc. held between IOCL and the Bidder prior to issue of FOA/LOA/DLOA. Any deviations of stipulations made and accepted by IOCL after award of the job shall be treated as amendments to the contract documents made as above.
5. The bidding entity shall only be eligible for making contract agreement with IOCL.

43.0 HOLIDAY LISTING

With the purpose to protect the Corporation from dealing with undesirable party, Indian Oil Corporation Limited follows its own guidelines of Holiday Listing.

The terms "Party" shall mean Bidder / Licensor / Tenderer / Consultant / Vendor / Contractor / Sub-vendor / Sub-contractor / Sub consultant.

Reason for putting a party on holiday list may include any one or more of the following or any other grounds as stated elsewhere in the tender document:

If a party

- a) has indulged in malpractices such as bribery, corruption, fraud and pilferage, bid rigging/ price rigging
- b) Is bankrupt or insolvent or is being dissolved or has resolved to be wound up or proceedings for winding up or dissolution have been instituted.
- c) Has submitted fake, false or forged documents / certificates.
- d) Has substituted materials in lieu of materials supplied by IOCL or has not returned or has short returned or has unauthorisedly disposed off materials/ documents / drawings / tools or plants or equipment supplied by IOCL.
- e) Has obtained official company information or copies of documents, in relation to the tender / contract, by questionable methods / means.
- f) Has deliberately violated and circumvented the provisions of labour laws/ regulations/ rules, safety norms or other statutory requirements.
- g) Has deliberately indulged in construction and erection of defective works or supply of defective materials.
- h) Has not cleared IOCL's previous dues.
- i) Has committed Breach of Contract or has failed to perform a contract or has abandoned the contract.
- j) Has refused to accept Fax of Acceptance / Letter of Acceptance / Purchase Order / Work Order after the same is issued by IOCL within the validity period and as per agreed terms & conditions.
- k) After opening of Price Bid, on becoming L1, withdraws/ revises his bid upwards within the validity period.
- l) Has parted with, leaked or provided confidential / proprietary information of IOCL given to the party only for his use (in discharge of his obligations against an order) to any third party without prior consent of IOCL.



- m) Any other ground for which, in the opinion of the Corporation makes it undesirable to deal with the party including the followings:
- n) If the security consideration, including questions of loyalty of the party to the State so warrants.
- o) if the Director/ Owner of the party, proprietor or partner of the party is convicted by a Court of Law under normal process of law for offences involving moral turpitude in relation to its business dealings during the last five years.
- p) Moral Turpitude means to be a conduct contrary to justice, honesty, modesty or good morals and contrary to what a man owes to a fellowman or to society in general.
- q) If the party uses intimidation/ threatening or brings undue outside pressure on IOCL or its official in acceptance/ performances of the job under the contract.
- r) Poor performance of the party in one or several contracts.
- s) Transgression of Integrity Pact for which in the opinion of IOCL makes it undesirable to deal with the party.
- t) Based on the findings of the investigation report of any investigative agency, Government Audit, any law enforcement agency or government regulator against the party for malafide/ unlawful acts or improper conduct on his part in matters relating to IOCL or even otherwise.
- u) If a communication is received from the Administrative Ministry of IOCL to ban a party from dealing with IOCL, the party should be automatically put on Holiday list.

Bidders to note that the grounds/ reasons for holiday listing indicated above are merely illustrative and are intended to provide a guideline for considering placing a party on holiday list. It will be the sole decision of IOCL in each case to evaluate whether the conduct of the party is such as it makes it undesirable for the Corporation to deal further with the party. The duration of such Holiday shall be as decided by IOCL in each case.

Before placing the party on holiday list, a fair opportunity of hearing the party shall be given by means of a Show Cause Notice and a reasonable time for a reply to the show cause notice shall be given to the bidder. The decision to place the party on holiday list shall be taken considering the reply, (if any), of the party.

The holiday listed party may file an appeal against the order of the 'Competent Authority' banning business dealing etc. The appeal shall be filed to 'Appellate Authority'. Such an appeal shall be preferred within one month from the date of receipt of the order banning business dealing, etc.

Offers of the bidder will be rejected Who are in the Holiday list of IOCL or its administrative Ministry, MoPNG.

Every Bidder, at the time of submission of bid, give a declaration in the proforma of declaration attached with the tender document regarding their position on Holiday List.

In case the declaration of a bidder indicates that either the company or a Proprietorship concern of the same proprietor or a partnership Firm in which the Proprietor is also a Managing partner has been placed on Holiday either by IOCL or its Administrative Ministry, the bidder shall be considered to be on holiday and their offer shall not be evaluated further.

Further the holiday listing shall be party specific & when the party is put on holiday, all the offices of the party shall be on holiday and for all locations of IOCL & for all services / locations of the party. If the party placed on holiday is a proprietary concern, all the concerns of the same proprietor shall also be considered to be on holiday and if that proprietor is the managing partner of any firm, such firm shall also be considered to be on holiday. Similarly if the managing partner of any firm which is placed on holiday is also a managing partner of any other firm or director of any other company, then such other firms



and companies shall also be considered to be on holiday and their offer shall not be evaluated further.

If a party is put on holiday after opening of technical bid but before opening of price bid, the price bid of the party shall not be opened. Similarly in case a party is put on holiday after opening of price bid, the offer of the party shall be ignored & will not be further evaluated. The party will not be considered for issue of order even if the party is the lowest (L1). In such situation next lowest bidder shall be considered as L1.



Annexure-2 to SITT

Proforma – I

UNDERTAKING (FOR WORKS COSTING UP TO 10.00 CRORE)

(To be submitted on Company's Letterhead)

E-tender ID -

Certification by bidder

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

1. That I am the _____ <<Designation of the authorized signatory>> of _____ and I am duly authorized to furnish this undertaking declaration on behalf of _____.
2. That _____ has submitted its bid no _____ dated _____ against bidding document no _____ dated _____ for _____ item / works for _____ Project/Refinery of IOCL.
3. That the Company is fully aware of the provisions of Policy to Provide Public Procurement (Preference to make in India) – PPP-MII, 2017 and amendments thereof.
4. We hereby confirm that our offer is achieving the local content (LC) of
 - a) minimum 50% ☐
 - b) 20% <= LC < 50% ☐
 - c) LC < 20% ☐

(Tick whichever is applicable)

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

(Authorized signatory of Supplier)

Note: This undertaking shall be certified by the authorized signatory of the bid



APPENDICES

TO

SITT



APPENDIX –I to SITT

INFORMATION ABOUT TENDERER

(i) In case of Individual

Sr.	PARAMETER	BIDDER RESPONSE
a	Name of Business	
b	Whether his/her business is registered	
c	Whether he/she is a Director or is related to any Director of IOC present or retired within the past years	
d	Date of Commencement of business	
e	Whether he pays Income Tax over Rs.10,000/- per year	
f	Permanent Account Number	
g	What are his profits/losses for the past 3 (three) years with a copy of Balance Sheet and Profit & Loss Account for the past 3 (three) years with a copy of the audited Balance Sheets and Profit & Loss account for the past 3 (three) years	
h	What are his concurrent job commitments	
i	How does he propose to finance the work if awarded to him	
j	Provident Fund Code Number	
k	ESI Code Number if the job site is covered by the ESI Act	

(ii) In case of Partnership

Sr.	PARAMETER	BIDDER RESPONSE
a	Name of Partners	
b	Whether the partnership is registered	
c	Date of establishment of firm	
d	If each of the partners of the firm pays Income tax over Rs.10,000/- a year and if not, whoever of them pays the same	
e	Whether any partner of the firm is a Director or is related to any Director of IOCL, present or retired within the past 2 years	
f	Permanent Account Number	



g	What are the firm's profits/losses for the past 3 (three) years with a copy of Balance Sheet and Profit & Loss Account for the past 3 (three) years	
h	What are the firm's concurrent job commitments	
i	How does the firm propose to finance the work if awarded to him	
j	Provident Fund Code Number	
k	ESI Code Number if the job site is covered by the ESI Act	

(iii) In case of Limited Company or Company Limited by Guarantees :

Sr.	PARAMETER	BIDDER RESPONSE
a	Amount of paid-up capital	
b	Name of Directors	
c	Date of Registration of Company	
d	Copies of the Balance Sheet of the company of the last 3 (three) years	
e	Whether any of the Directors of the Company is a Director or is related to any Director of IOC, present or within the past 2 (two) years	
f	Permanent Account Number	
g	What are the Company's profits/losses for the past 3 (three) years with a copy of the audited Balance Sheet for the past 3 (three) years 3.8 What are the company's concurrent job commitments	
h	How does the Company propose to finance the work if awarded to it	
i	Provident Fund Code Number	
j	ESI Code Number if the job site is covered by the ESI Act	

Signature of Tenderer
Name & Address of the Tenderer



Name of Work: **Technical Training Sessions from M/s Technip
Energies India Private Limited**

RHQCC22141

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APPENDIX -II to SITT

Name of the Bidder: _____

a. DETAILS OF P.F. REGISTRATION

Tenderer to furnish details of **Employees Provident Fund (EPF)** Registration

Registration No.: _____

District & State: _____

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

b. DETAILS OF CIN

Tenderer to furnish details of CIN:

CIN No.: _____

c. DETAILS OF E.S.I. REGISTRATION

Tenderer to furnish details of ESI Registration:

ESI REGISTRATION No.: _____

District & State: _____

We hereby confirm that the above ESI Account is under operation presently and shall be used for all ESI related activities for the labour engaged by us in the present work (if awarded to us). Kindly fill format given on Next Page if ESI Registration not available.

d. DETAILS OF PAN

Tenderer to furnish copy of PAN:

PAN No.: _____

e. GSTIN NO. _____

District & State _____

(STAMP & SIGNATURE OF TENDERER)



APPENDIX-III to SITT

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 nor in the name of my Proprietary concern, M/s _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partner are presently on any blacklist or holiday list declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG, in respect of any corrupt or fraudulent practice(s) against me or any other of my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner, except as indicated below:

(Here given particulars of blacklisting or holiday listing, and/or inquiry and in absence there of state "NIL")

In the case of a Partnership Firm:

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

(Here given particulars of blacklisting or holiday listing, and/or inquiry and in absence there of state "NIL")

In the case of Company:

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

(Here given particulars of blacklisting or holiday listing, and/or inquiry and in absence there of state "NIL")



In the case of Consortium:

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

(Here given particulars of blacklisting or holiday listing, and/or inquiry and in absence there of state "NIL")

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

Place:

Signature of Bidder

Date:

Name of Signatory

Note:

- i. The bidder shall indicate/disclose also the job/work/contract with respect to which the bidder has been blacklisted/placed on the holiday list, and the reasons for such blacklisting/holiday listing as disclosed in the show-cause notice.
- ii. Except as indicated in the Instructions to Bidders, the above declaration is for information purpose only.



APPENDIX -IV to SITT

FORMAT FOR BIDDER'S EXCEPTIONS/ DEVIATIONS

Bidder shall propose the deviations, exceptions, clarifications, qualifications, assumptions to the bid documents in the following format. No exceptions, qualifications or deviations whatsoever will be considered unless entered in this Attachment.

Bidder must include one of the following statements.

"Our Bid is in accordance with the data, specifications and other technical & commercial requirements of the Bid, with no exceptions."

OR

"Our Bid is in exact accordance with the data, specifications and other technical & commercial requirements of the Bid, with no exceptions other than those listed below:"

Sr. No.	Ref of Page No.	Tender Document		Subject	Deviation/ Exception/ Clarification/ Assumption
		Cl. No.	Para No.		
(1)	(2)	(3)	(4)	(5)	(6)

Any clarifications/ deviation/ exception appearing elsewhere in the bidder's offer shall not be considered. Failure to clearly define Bid exceptions may be cause for Bid rejection.

NOTE: The Pre-Bid Queries (if date of pre-bid meeting is mentioned in the NIT) may be sent thru' e-mail to tender inviting authority, the details of which is provided in NIT at least 02 days before the pre-bid meeting.

(STAMP & SIGNATURE OF TENDERER)



APPENDIX-V to SITT

DECLARATION OF RELATIONSHIP WITH DIRECTORS OF IOCL

The Tenderer shall declare the following information in exhaustive details:-

S. No.	Description	(PLEASE SPECIFY)
(i)	Whether proprietor is a Director or is related to any Director of IOCL present or retired within the past 2 years.	
(ii)	Whether any partner or member of the firm is a Director or is related to any Director of IOCL present or retired within the last two years.	
(iii)	Whether any of the Directors of the Company is a Director or is related to any Director of IOCL present or retired within past two years.	

LIST OF DIRECTORS

The list of board of directors are available in our website at <http://www.iocl.com/AboutUs/Profile.aspx>

In case any of the above is 'YES', submit the following declaration on the letter head :

I/We hereby declare that I/Shri _____ one of our partners (in the case of partnership firm/Directors (in the case of a Company) was employed as a Director in Indian Oil Corporation Ltd., during the period of 2 (two) years immediately preceding the date hereof and that I/Shri _____ have/ has obtained previous permission of Indian Oil Corporation Ltd. to make this tender.

(STAMP & SIGNATURE OF TENDERER)



APPENDIX -VI to SITT

FORMAT FOR ADVICE OF BANK DETAILS
(On the Letterhead of the Bidder/CONSULTANT)

Date:

To

Indian Oil Corporation Ltd (Refineries Division)
Scope Complex, Core-2
Lodhi Road
New Delhi-110003

Dear Sir,

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

S.no	Particulars	Details
1	Name and address of the Beneficiary.	
2	Account Number of Beneficiary	
3	Account Classification (CA/CC-11 or 29) & SB-10 as per cheque leaf.	
4	Name & Address of the Bank Branch (where payments are to be sent by IOC)	
5	Branch Name/Code	
6	The 09 Digit MICR code of the Branch (as appearing on the MICR cheque)	
7	IFSC Code of the bank Branch for RTGS mode.	
8	IFSC Code of the bank Branch for NEFT mode.	
9	E-mail ID of Beneficiary.	
10	Any other Particulars (to be advised by beneficiary for the E payments purposes)	
11	IOCL Vendor Code (if any)	
12	PERMANENT ACCOUNT NUMBER	
13	CIN Number	
14	MOBILE NUMBER (FOR SMS ALERTS)	
15	GSTIN	

Please attach a blank copy of the cancelled cheque/photocopy of the cancelled cheque issued by your bank relating to the above account Number for verifying the accuracy of bank account is enclosed. A Copy of PAN Card duly attested by authorized signatory for verifying the accuracy of the PAN is enclosed. **[Encl: One cheque duly cancelled & copy of PAN card]**

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

Signature Of account Holder

With Company Stamp (if a company)

Date:/Place

*** We hereby confirm that the above bank account details of beneficiary are correct in all respects and the account of beneficiary (IOCL Vendor) is maintained at our bank branch

(Name of the Bank & Branch)

Authorized signatory



Name of Work: **Technical Training Sessions from M/s Technip**
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*** Verification required only in case

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



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APPENDIX -VII to SITT

UNDERTAKING ON NON-TAMPERING OF INFORMATION

Name of the Bidder:

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

(STAMP & SIGNATURE OF TENDERER)



APPENDIX-VIII to SITT

LETTER OF WAIVER

(ON COMPANY'S LETTERHEAD)

(To be submitted after techno-commercial evaluation)

Name of Work: _____

Tender No: _____

We * _____ hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the tender documents of Tender no. _____ and all Addenda issued by Indian Oil Corporation Ltd.,

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

We further hereby confirm that the prices quoted in the price bid are as per the provisions of the tender document and there is no deviation to the provisions in the price bid.

**

For & on behalf of

Date: _____

Authorised signatory

* Here fill in the name of bidder.

** The Letter of Waiver must be signed by the person(s) authorised to sign



Name of Work: **Technical Training Sessions from M/s Technip**
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APPENDIX-IX to SITT

Tax Quotation/ Declaration
(APPLICABLE FOR SUPPLY/ SERVICES FROM INDIA)

Name of Work:		
Tender No.:		
E- Tender Id:		
Place of Service:		
Name of Bidder:		
Bidders is requested to quote as below:		
GSTIN registration number		
Particulars		To be confirmed by Bidder
Applicable Service Category (for GST purposes)	Training Services	
Applicable % of GST	18%	
Service Accounting Code(SAC) for selected Service Category	8711	
Kindly confirm the following Yes or No:		
(i) Whether Service Covered under Reverse Charge? [At present Services of GTA, Legal and Sponsorship, among others, are covered under GST Laws]	NO	
(ii) Whether the bidder is exempted from registration under GST (Turnover of less than Rs 20 Lacs / 10Lacs in case of special category States)	NO	
(iii) Whether Bidder is under Composition Scheme as defined under section 10 of CGST Act, 2017? [Please note that Composition Scheme is available only for Restaurant and Outdoor Catering Services]	NO	

Note: ***In case the bidder seeks any deviation w.r.t. category of service, Service Accounting Code (SAC) and GST rate as pre-determined by IOCL, Bidder should provide the details with proper justification.***



APPENDIX-X to SITT

COMPLIANCE TO TENDER REQUIREMENT

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Tender Documents and Addendum to the Tender Documents for the subject work.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part), shall not be recognized and shall be treated as null and void.

I _____ (Name of authorized person) declare hereby in the capacity of _____ (State designation) that Bidder M/s _____ is submitting only one bid for this tender and has not made any other bid or multiple bid.

Note: As per following, the submitted bids shall be considered as multiple bids.

1. A person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format at and/or in a partnership or association of persons format and/or in a company format.
2. A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
3. A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
4. A person shall be deemed to have bid in a company format if the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a director of the company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital in and/or is a director of a holding company of that company which has submitted the bid.

In case it is found that bidder has submitted more than one bid, all the bids shall be rejected and the Earnest Money Deposit (if applicable) for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids.

(STAMP & SIGNATURE OF TENDERER)



Name of Work: **Technical Training Sessions from M/s Technip**
Energies India Private Limited

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APPENDIX-XI to SITT

Covering Letter with each tender (above threshold value) on IOCL Letter Head

(For Tenders issued by Indian Oil directly)

Ref :

Dated:

To,

Sub: Tender no. _____ for _____

Dear Sir

Declaration by Indian Oil Corporation Limited

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

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

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

Yours faithfully,

For and on behalf of IndianOil Corporation Limited

(Authorized Signatory)

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



Covering Letter required be signing and submitting by the tenderer

(For tenders where Integrity Pact applicable)

Ref :

Dated:

To,

IndianOil Corporation Limited

Subject: Submission of Offer for Tender no. _____ for _____

Dear Sir

The Bidder acknowledges that Indian Oil Corporation Limited (IOCL) has signed the MOU with Transparency International India for the adoption of the Integrity Pact Program and stands committed to following the principles thereof as enumerated in the Integrity Agreement enclosed with the tender document.

The Bidder agrees that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which the tenderer will stand disqualified from the tendering process. The Bidder acknowledges that the Bid would be kept open in its original form without variation or modification for a period of _____ days (state the number of days from the last date for the receipt of tenders stated in the NIT) AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

Bidder confirms acceptance and compliance with the Integrity Agreement in letter and spirit and further agrees that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when bid is finally accepted by IOCL. The Bidder acknowledges and accepts the duration of the Integrity Agreement, which shall be in line with Article 8 of the enclosed Integrity Agreement.

Bidder acknowledges that in the event of Bidder's failure to sign and accept the Integrity Agreement, while submitting the Bid, IOCL shall have unqualified, absolute and unfettered right to disqualify the tenderer and reject the Bid in accordance with the terms and conditions of the tender.

Yours faithfully,

(Duly authorized Signatory of the Bidder)

(Note - One copy of this letter along with the Integrity Agreement duly signed must be returned along with offer).



FORMAT OF INTEGRITY PACT

(To be executed on plain paper and submitted along with Technical Bid for tenders having a value of Rs.10 Crore or more. For IOCL, to be signed by the same signatory who is competent/authorized to sign the relevant Contract)

(Refineries Division) Tender no. : _____

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of _____ 20__

BETWEEN

Indian Oil Corporation Limited, a company duly incorporated and validly existing under the provisions of Companies Act, 1956 and having its registered office at Indian Oil Bhavan, 9, Ali Yavar Jung Marg, Bandra (East), Mumbai 400051 (hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

And

..... (name and address of the Individual/firm/Company/consortium members through _____ (mention details of duly authorized signatory). hereinafter referred as the "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal/Owner has floated a tender (Tender No.:) (hereinafter referred to as "Tender") and intends to award, under laid down organizational procedures, contract/s purchase order/work order for (name of contract/order) or items covered under the tender hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS, in order to achieve these goals, the Principal/Owner has appointed Independent External Monitors (IEMs), to monitor the Tender process and the execution of the Contract for compliance with the principles as laid down in this Agreement.

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesseth as under:

Article 1: Commitment of the Principal/Owner

1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:



- a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b) The Principal/Owner will, during the Tender process treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitments of the Bidder(s)/Contractor(s)

- 1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or document provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. Further, if an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. Copy of CVC guidelines dated 13/01/2012 is annexed hereto as Annexure A.
- e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per Proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.



2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Article 3: Disqualification from Tender Process and Exclusion from Future Contracts

1. If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner is entitled to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner.

Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Principal/Owner.

2. The Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right to resort to and impose such exclusion.

3. Apart from the above, the Principal/Owner may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

Article 4-Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder/(Contractor(s):

1) Forfeiture of EMD/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3, the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the Earnest Money Deposit/ Bid-Security amount of the Bidder/Contractor.

2) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to the Chief Vigilance Officer.

Article 5- Previous Transgression

1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other Company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

3) If the Bidder/Contractor can prove that he has resorted \recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

Article 6- Equal Treatment of all Bidders/Contractors/Subcontractors



- 1) The Bidder(s)/Contractor(s) has to undertake from all Subcontractors a commitment in conformity with this Integrity Pact. It shall be the responsibility of the Principal Contractor to ensure adoption of/conformity to IP by the Sub-Contractor. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/ Sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact, between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 7 -Independent External Monitors (IEMs)

- 1) The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 2) The IEMs are not subject to instructions by the representatives of the parties and perform their functions neutrally and independently. They report to the Chairman, Indian Oil Corporation Limited.
- 3) The Bidder(s)/Contractor(s) accepts that the IEMs have the right to access, without restriction, to all Project documentation of the Principal/Owner including that provided by the Contractor, as and when required. The Contractor will also grant the IEMs, upon their request and demonstration of valid interest, unrestricted and unconditional access to his or any of his sub-Contractor's project documentation. The IEMs are under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Subcontractor(s) with confidentiality. For this purpose, IEMs are required to sign Non-Disclosure Agreement along with Declaration of No Conflict of Interest at the time of appointment as IEMs. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.
- 4) As soon as the IEMs notice, or believe to notice, a violation of this Pact, they will so inform the Management of the Principal/Owner and request the Management to discontinue or take corrective action, or to take other relevant action. The IEMs can in this regard submit non-binding recommendations.
- 5) The IEMs will submit a written report to the Chairman, Indian Oil Corporation Limited within thirty days from the date of reference or intimation to them by the Principal/Owner and, should the occasion arise, submit proposals for correcting problematic situations.
- 6) If the IEMs have reported to the Chairman, Indian Oil Corporation Limited a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman, IOCL has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit the information directly to the Central Vigilance Commissioner.

Article 8- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor 12 months after the completion of work under the Contract, or till the continuation of defect liability period, whichever is more and for all other Bidders, till the Contract has been awarded.

If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pact as specified above, unless it is discharged/determined by the Chairman, IOCL..



Article 9-Other Provisions

- 1) This Pact is subject to Indian law, place of performance and jurisdiction is the Head Office/Head Quarters of the Division of the Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Bidder is a Partnership Firm, IP is required to be signed by all the Partners. If the Bidder is a Consortium/ Unincorporated Joint Venture/Association of Persons, formed solely for the purpose of executing the tendered project, this Pact must be signed by all the Partners/ members of such Consortium/Unincorporated Joint Ventures/Association of Persons. In case Bidder is a Company, including Joint Venture Company, the Pact must be signed by a representative of the Company duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) Any dispute or difference arising between the parties with regard to the terms of this Agreement/Pact, any action taken by the Owner/Principal in accordance with this Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 10- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

IN WITNESS WHEREOF the parties have signed and executed this Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1

(signature, name and address)

2.

(signature, name and address)

Note: In case of Purchase Orders wherein formal agreements are not signed references to witnesses may be deleted from the last part of the Agreement.



Name of Work: **Technical Training Sessions from M/s Technip**
Energies India Private Limited

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APPENDIX-XII to SITT

FORM OF TENDER

(To be filled up by the Tenderer) - For Technical Bid

Serial No.

Date:

From

To Indian Oil Corporation Ltd.

(Refineries Division)

Refinery/Project

Tender No. _____

Dear Sirs,

Having examined the Tender Documents consisting of the Tender Notice, General Instructions to Tenderers, General Conditions of Contract, Special Instructions to Tenderers, Special Conditions of Contract, Specifications, Plans (Exhibits _____ to _____), Drawings (Exhibits _____ to _____) Time Schedule, Form of Contract, Form of Schedule of Rates, and Addendum(a) to the Tender Documents, and having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of Indian Oil Corporation Ltd. relative to the work tendered for in connection with the _____ (Name of the Refinery/Project) and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of borrow areas, the availability of land for right of way and temporary office accommodation and quarters and all other facilities and things whatsoever necessary for or relative to the formulation of the tender or the performance of work, I/we hereby submit my/our tender offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents.

In consideration of the sum of Rupee 1/- (Rupee one only) paid to me/us by Indian Oil Corporation Ltd., by adjustment in the price of Tender Documents, I/We further undertake to keep my/our this tender offer open for a period of not less than as specified in the check list .

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

[State Relationship]

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

- (a) Undertaking in the form of '*Tender Acceptance Format*' OR Complete set of Tender Documents (including written clarifications and Addenda, if any) duly filled in and signed by the tenderers as prescribed in different clauses of the Instructions to Bidders.



- (b) Schedule of Rates in the prescribed form.
- (c) Earnest Money amounting to and in the manner specified in these Instructions to Bidders.
- (d) Original Power of Attorney or other proof of authority of the person who has signed the Tender OR copy of Power of Attorney attested by a Gazetted Officer or a Notary Public in proof of the authority of the person who has signed the Tender.
- (e) Audited Balance Sheets of the last 3 (three) years. In the case of a bid by an unqualified joint venture company, the audited Balance Sheets of the qualified joint venture shareholder(s) for the last 3 (three) years shall also be furnished. In case of a consortium bid, the audited Balance Sheet of each of the consortium members for the last 3 (three) years shall be furnished.
- (f) Form of Tender. If the tender is called in 2 (two) separate parts, the tenders in the relevant Form of Tender as prescribed shall be submitted with respect to each part.
- (g) Information regarding tenderer in the form annexed to the Form of Tender.
- (h) Tenderer's past experience of comparable nature in the prescribed form accompanied by documents supporting the successful completion of claimed works / projects.
- (i) Information regarding construction, organization and equipment in the prescribed form.
- (j) Declaration of Blacklisting in the prescribed form.
- (k) Declaration on Child Labour in the prescribed form.
- (l) Details of Provident Fund Code Number.
- (m) Details of ESI Code Number.
- (n) Such other information as required from the tenderer.

I/We hereby undertake that the statements made herein/information given in the Annexures referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, without prejudice to any other right or remedy available to the Corporation, the same may be construed to be a misrepresentation entitling Indian Oil Corporation Ltd. to avoid any resultant contract.

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

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

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

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

Full Name and address of the Bidder(s)

Witness:

Signature:

Name:

Occupation:



APPENDIX-XIII to SITT

SELF DECLARATION

I _____ (Name of authorized person) declare hereby in the capacity of _____
(State designation) that Bidder M/s _____ is not under liquidation, court
receivership or similar proceedings.

OR

Bidder M/s _____ is under liquidation /court receivership or similar proceedings,
the details are as under: (Please mention the details)

Signature of the authorized person

Name of the bidder:

Stamp of the bidding company:



APPENDIX-XIV to SITT

FORMAT OF DECLARATION AGAINST ENGAGEMENT OF CHILD LABOUR

To
Indian Oil Corporation Limited

Subject:

Dear Sir,

I / We hereby declare that:

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

Place:
Date:

Signature of Bidder

Name of Signatory



APPENDIX-XV to SITT

FORM OF TENDER

(To be filled up by the Tenderer) - For Price Bid

From

(To be filled up by the Tenderer)

Date:

To Indian Oil Corporation Ltd.
(Refineries Division)

_____Refinery/Project

Tender No. _____

Dear Sirs,

Having examined the Tender Documents consisting of the Short Tender Notice, General Instructions to Tenderers, General Conditions of Contract, Special Instructions to Tenderers, Special Conditions of Contract, Specifications, Plans(Exhibits _____ to _____), Drawings (Exhibits _____ to _____), Time Schedule, Form of Contract, Form of Tender, Form of Schedule of Rates, and Addendum(a) to the Tender Documents, and having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of Indian Oil Corporation Ltd. relative to the work tendered for in connection with the _____ (Name of the Refinery/Project) and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of borrow areas, the availability of land for right of way and temporary office accommodation and quarters and all other facilities and things whatsoever necessary for or relative to the

formulation of the tender for the performance of work, I/we hereby submit my/our tender offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Bid Documents at the rate(s) quoted by me/us in the accompanying Schedule of Rates based on the Form of Schedule(s) of Rates included within the Tender Documents and arrived at a total contract value of Rs. PRICE AS QUOTED IN BoQ SEPARATELY. (Rupees PRICE AS QUOTED IN BoQ SEPARATELY only) based on an application of the rates tendered in the accompanying Schedule(s) of Rates to the relative quantities indicated in the Form of Schedule(s) of Rates forming part of the Tender Documents.

If the work or any part thereof is awarded to me/us, I/ We undertake to perform the work in accordance with the Contract Documents as defined in the Form of Contract forming part of the Tender Documents and accept the terms and conditions of Contract as laid down therein and undertake within 10 (ten) days of receipt of acceptance of Tender to pay to and/or deposit with the Accounts Officer, _____(Name of the Refinery/Project) Indian Oil Corporation Ltd. (Refineries Division) a sum which together with the amount of earnest money deposited by me/us in terms hereof, shall make 2 ½% (two and one-half percent) of total contract value as specified in the Acceptance of Tender for the purpose of security deposit, by any one or more of the modes of payments specified in this behalf in the General Conditions of Contract, and to commence work at each job site(s) involved



within 10 (ten) days of handing over the job site or any part thereof to me/us, and to sign the formal Contract in the terms of the form of contract forming part of Tender Documents, within 10 (ten) days of receipt of Letter of Acceptance from and on behalf of Indian Oil Corporation Ltd., in this behalf failing which Indian Oil Corporation Ltd., shall be at liberty, without reference to me/us and without prejudice to any of its rights or remedies, to terminate the Contract and/or to forfeit the earnest money deposited in terms hereof.

In consideration of the sum of Rupee 1/- (Rupee one only) paid to me/us by Indian Oil Corporation Ltd., by adjustment in the price of Tender Documents, I/We further undertake to keep my/our this tender offer open for a period of not less than the period as specified in the check list

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

- i. Schedule of Rates in the prescribed Form.
- ii. Original Power of Attorney or other proof of authority of the person who has signed the Tender OR copy of Power of Attorney or other authority duly certified by a Gazetted Officer or a Notary Public in proof of authority of the person who has signed the Tender.

I/We hereby undertake that the statements made herein/information given in the Annexures referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, without prejudice to any other right or remedy available to the Corporation, the same may be construed to be a misrepresentation entitling Indian Oil Corporation Ltd. to avoid any resultant contract.

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

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

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

Full Name and address of the Tenderer (s)

Witness:

Signature:

Name:

Occupation:



APPENDIX-XVI to SITT

FORM OF CONTRACT

(This Form of Contract shall supersede the Form of Contract of GCC and shall be signed with successful bidder post award of work)

THIS CONTRACT made at this Day of; BETWEEN INDIAN OIL CORPORATION LTD, a Government of Indian Undertaking registered in India under the Indian Companies Act 1956, having its registered office at G-9, Ali Yavar Jung Marg, Bandra (East), Bombay-400 051 and the Headquarters of its Refineries Division of Indian Oil Corporation Ltd. (Refineries Division), Scope Complex, Core -2, 4th Floor, 7 Institutional Area, Lodhi Road, New Delhi-110 003 (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part; AND carrying out business in Company/ Proprietorship /Partnership under the name and style of having its office at (hereinafter referred to/as collectively referred to as the "Contractor" which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

WHEREAS

The OWNER desires to have executed the work of "....." (Tender No :) more specifically mentioned and described in the contract documents (hereinafter called the "work" which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the CONTRACTOR for the said work.

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE – 1

CONTRACT DOCUMENTS

- a. The following documents shall constitute the 'Contract documents', namely:
 - a) This contract;
 - b) Tender Documents along with it's amendment / clarifications;
 - c) Letter of Acceptance of Tender (Letter of Acceptance No. dtd.)
 - d) Fax of Acceptance
 - e) Statement of agreed variations (if any) or in absence of 'Nil' deviation, 'Nil' deviation marked form of deviation
 - f) Minutes of Meeting of Price Negotiation (if applicable)
 - g) Copy of price implication submitted outside the e-tender portal by the bidder (if applicable)
 - h) Integrity Pact Agreement (If Applicable)
 - i) Letter of waiver
 - j) Bidder's declaration about acceptance of complete Tender document in Format available in Appendix to SITT
- b. A list of the Tender Documents is annexed hereto as Annexure 'A' while a copy of the Letter of Acceptance of Tender along with annexure thereto dtd. are annexed hereto and said copies have been collectively marked as Annexure -'B'.
- c. The Tender Documents mentioned in Annexure 'A' are available in electronic form at the



OWNER'S e-tender portal [<https://iocletenders.nic.in>] under the subject 'Tender Number _____'. These Tender Documents are an integral and valid part of the present Contract.

ARTICLE -2

WORK TO BE PERFORMED

- a. The CONTRACTOR shall perform the said work upon the terms and conditions and within the time specified in the Contract Documents.

ARTICLE -3

COMPENSATION

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

ARTICLE -4

JURISDICTION

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

ARTICLE -5

ENTIRE CONTRACT

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

ARTICLE -6

NOTICES

- 6.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the CONTRACTOR on the OWNER with reference to the Contract shall be deemed to have been sufficiently served upon the OWNER (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.



6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the OWNER, any notice, order or other communication sought to be served by the OWNER on the CONTRACTOR with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement Due to the principal office of the CONTRACTOR or to the of the CONTRACTOR's representative as referred to in the General Conditions of Contract forming part of the Contract Documents.

ARTICLE-7

WAIVER

7.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be

ARTICLE-8

NON-ASSIGNABILITY

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

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

SIGNED AND DELIVERED

for and on behalf of

M/s.

(CONTRACTOR)

in the presence of :

1.

2.

SIGNED AND DELIVERED

for and on behalf of

INDIAN OIL CORPORATION LTD.

in the presence of :

1.

2.



APPENDIX-XVII to SITT

PERFORMA FOR DECLARATION ON PROCEEDINGS UNDER
INSOLVENCY AND BANKRUPTCY CODE, 2016

Tender No. :

Name of Work :

Bidder's Name :

I/We , M/s . _____ declare that :

- (i) I/We am/are not undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date
- (ii) I/We am/are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below. (Attached detail with technical bid)

Note: Strike out one of above which is not applicable.

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

Place :

Date :

Signature of Bidder

Name of Signatory



Name of Work: **Technical Training Sessions from M/s Technip**
Energies India Private Limited

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APPENDIX-XVIII to SITT

PERFORMA FOR DECLARATION ON INSIDER TRADING PREVENTION

Tender No. . :

Name of Work :

Bidder's Name :

I/We, M/s . _____ declare that :

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

Place :

Date :

Signature of Bidder

Name of Signatory



Name of Work: **Technical Training Sessions from M/s Technip**
Energies India Private Limited

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APPENDIX-XIX to SITT

NAME OF WORK :

TENDER No. :

UNIQ E-TENDER ID :

Declaration regarding Acceptance Of Tender Document

I/ we confirm that we have quoted the rates in the tender considering Inter-alia the following documents, as applicable for the subject tender:

1. Price bid(BoQ) sheets
2. Techno-Commercial Bid Document
3. General Conditions of Contract (GCC), Other Conditions of Contract,
4. PPE Guidelines
5. Addendum / Corrigendum (if any)
6. All other attachments, drawings, specifications etc. which are part of the tender document.

I/we hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all documents mentioned above and all corrigendum/addendum issued. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum and minutes of the pre-bid meeting, if any except the deviations stated in format of "Deviations / Exceptions". In the event of award of contract to us, the complete tender document along with addendum /corrigendum, if any as uploaded by Indian Oil Corporation Limited at e-tender portal [<https://iocletenders.nic.in>] under the subject referring to the above-mentioned tender number shall be considered for constitution of Contract Agreement.

I/ we declare that none of the electronic documents have been tampered with. In case of tampering of electronic documents, the bid shall be rejected outright and EMD forfeited without prejudice to any other rights or remedies available to IOCL.

I / we further undertake and confirm that all the documents submitted by us along with the bid are true and genuine to the best of our knowledge and belief. In case at any time, any document / information furnished by us are found to be forged / false / fabricated / misleading, we shall be solely liable for any legal consequences, penal actions including holiday listing by IOCL.

(STAMP & SIGNATURE OF TENDERER)

Name :

Designation :

Company Name :

Contact Number :

Email ID :



APPENDIX-XX to SITT

FORM OF BANK GUARANTEE FOR DEFERMENT OF PRICE ADJUSTMENT

Indian Oil Corporation Limited
(Refineries Division)

Dear Sir,

In consideration of Indian Oil Corporation Limited (Refineries Division) (hereinafter called the Corporation which expression shall include its successors and assigns) having awarded certain Work for and relative to the installation of a _____ (Name of Project) at _____ of the Corporation to _____ (Name & address of Contractor) (hereinafter called the "CONTRACTOR") upon certain terms and conditions mentioned in the Corporation's Letter of Acceptance No. _____ Dated _____ read with the CONTRACTOR's bid and the relative Bid Documents (hereinafter collectively called the "Contract" which expression shall include any formal Contract entered into between the Corporation and the CONTRACTOR in supersession of the said Letter of Acceptance and all amendments and/or modifications in the Contract) inclusive of the condition that the Corporation has right to recover Price Adjustment under the Contract.

AND WHEREAS the Corporation has a right under the Contract to recover the Price Adjustment up to an amount of US \$ _____ and INR _____ under the Contract.

AND WHEREAS on the request of the Contractor, the Corporation has agreed to defer its entitlement to recover the Price Adjustment upto an amount of US \$ _____ and INR _____ till actual Mechanical Completion of the Unit under the Contract and Corporation's right to recover Price Adjustment shall, meanwhile, be secured by this Guarantee from a Bank as hereinafter appearing.

We _____ (Name of the Bank) a body corporate registered/constituted under the laws of _____ (hereinafter called the "BANK" which expression shall include its successors and assigns) 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 on first demand in writing without protest or demur or proof or condition 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 US\$ _____ (United States Dollars _____ only) and Indian Rupees _____, (Rupees _____ only).

AND the Bank doth hereby further agree as follow:

- a. The Guarantee/Undertaking herein contained shall remain in full force and effect during the entire period that would be taken for the performance for the Contract and until the claims of the Corporation relative thereto are satisfied and/or discharged and the Corporation accordingly discharges this Guarantee/Undertaking subject, however, that the Corporation shall have no claim under this Guarantee/Undertaking after midnight of _____ 20____ unless a notice of the claim under this Guarantee/ Undertaking has been served on the Bank before the expiry of the said date, in which event the same shall be valid notwithstanding that the same is enforced after the expiry of the said date, provided that the Bank shall upon the written request of the Corporation made at any time within 6 (six) months after the expiry of the said date extend this Guarantee/Undertaking for a further 6 (Six) months from the said date within which the Corporation may make a demand.



- b. The Corporation shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/ Undertaking, at any time and/or from time to time anywise to vary the Contract and/or any of the terms and conditions thereof or relative to the said advance and its entitlement to recover the Price Adjustment and to extent time for performance of the said Contract in whole or part and/ or recovery of price adjustment in whole or part or to postpone for any time and/or from time to time any of the said obligations of the Contractor and/or rights, remedies or powers exercisable by the Corporation against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract and/or its entitlement to recover Price Adjustment, or the securities, available to the Corporation and the Bank shall not be released from its liability under these presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the CONTRACTOR or any or all the matters aforesaid or by reason of time being given to the CONTRACTOR or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the CONTRACTOR or of any other act, matter or thing whatsoever which under the law relating to sureties could but for this provision, have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank doth hereby specifically waive any and all contrary rights.
- c. It shall not be necessary for the Corporation to proceed against the CONTRACTOR before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other security for any indebtedness of the CONTRACTOR to the Corporation (including relative to the price adjustment) and notwithstanding that any such security shall at the time when claim is made against the Bank or proceeding taken against the Bank hereunder, be outstanding or unrealised.
- d. The amount stated by the Corporation in any demand, claim or notice as due to the Corporation from the CONTRACTOR shall as between the Bank and the Corporation for the purpose of these presents be conclusive of the amount payable by the Bank to the Corporation hereunder.
- e. The liability of the Bank to the Corporation under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the CONTRACTOR and the Corporation, the CONTRACTOR and the Bank and/or the Bank and the Corporation, or otherwise howsoever touching or affecting these presents or the liability of the CONTRACTOR to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the CONTRACTOR or any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation, under these presents, with the intent that notwithstanding the existence of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Corporation in terms hereof.
- f. The Bank shall not revoke this Guarantee/Undertaking during its currency except with the previous consent of the Corporation in writing and also agrees that any change in the constitution of the CONTRACTOR or of the Bank or the Corporation shall not discharge the Bank's liability hereunder.
- g. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by the Bank.
- h. The Bank doth hereby declare that Shri/Ms. _____ (Name and Designation of the person) is authorized to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.



Name of Work: **Technical Training Sessions from M/s Technip**
Energies India Private Limited

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Dated: _____ day of _____ 20_____

Yours faithfully,

For _____

Signature

Name and designation

Name of the Branch

NOTES: (1) *This Guarantee / Undertaking is not to be witnessed.*

(2) *This Guarantee/Undertaking is required to be stamped as an agreement according to the stamp duty prescribed either in the state in which it is executed or at New Delhi, whichever is higher.*



APPENDIX-XXI to SITT

Terms and Conditions for bidders from a country which shares a land border with India

- i) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with Competent Authority. The Competent authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Industry & Internal Trade (DPIIT) of Govt of India.
- ii) "Bidder" (Including the term 'Tenderer', 'Consultant' or 'Service Provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.
- iii) "Bidder from a country which shares a land border with India" for the purpose means:
 - a) An entity incorporated, established or registered in such country; or
 - b) A subsidiary of an entity incorporated, established or registered in such country; or
 - c) An entity substantially controlled through entities incorporated, established or registered in such country; or
 - d) An entity whose beneficial owner is situated in such a country; or
 - e) An Indian (or other) agent of such an entity; or
 - f) A natural person who is a citizen of such a country; or
 - g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- iv) The beneficial owner for the purpose of {iii} above will be as under:
 - 1.0 In case of a company or Limited Liability Partnership, the beneficial owner is the nature person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation-

 - 1 "Controlling ownership interest" means ownership of a entitlement to more than twenty-five percent of shares or capital or profits of the company;
 - 2 "Control shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
 - 2.0 In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - 3.0 In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - 4.0 Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;



5.0 In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

- v) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- vi) In tenders for works contracts, including Turnkey contracts. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate (Undertaking format)

Model Certificate for Tenders

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

Model certificate for Tenders for works involving possibility of sub-contracting

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

Model Certificate for GeM

"I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/bidder fulfill all requirements in the regard and is eligible to be considered for procurement on GeM. [*Where applicable, evidence of valid registration by the Competent Authority shall be attached.*]"



FORMAT – A

UNDERTAKING OF BIDDER
(On Bidder's letterhead)

To,
Indian Oil Corporation Limited
Refinery Head Quarters,
New Delhi,
India

Tender No.:

I/ We have read the clause on restrictions on procurement from a bidder of a country which shares a land border with India enclosed in the subject tender; I hereby certify that this bidder _____ (Name of the bidder) is:

- i. Not from a country which shares land border with India and is eligible to be considered.
- ii. If from such a country, it has been registered with the Competent Authority:
(Confirm Yes or No)
- iii. If from such a country, copy of valid registration certificate from Competent Authority is enclosed with the bid. **(Confirm Yes or No)**

I hereby certify that the bidder fulfills all requirements in this regard and is eligible to be considered.

Place:

Signature:

Date:

Name:

Designation:

FORMAT – B



UNDERTAKING OF BIDDER IN CASE OF WORKS CONTRACT
(On Bidder's letterhead)

To,
Indian Oil Corporation Limited
Refinery Head Quarters,
New Delhi,
India

Tender No.: _____

I/ We have read the clause on restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to Contractors from such countries; I hereby certify that this bidder _____ (Name of the bidder) is:

1. Not from a country which shares land border with India and is eligible to be considered.
2. If from such a country, it has been registered with the Competent Authority: **(Confirm Yes or No)**
3. If from such a country, copy of valid registration certificate from Competent Authority is enclosed with the bid. **(Confirm Yes or No)**

I hereby certify that the bidder shall not sub-contract any work to a Contractor from such countries unless such contractor is registered with the Competent Authorities.

I hereby certifies that the bidder fulfills all requirements in this regard and is eligible to be considered.

Place:

Signature:

Date:

Name:

Designation:



**Name of Work: Technical Training Sessions from M/s Technip
Energies India Private Limited**

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FORMAT OF TENDER FORWARDING LETTER

(On Bidders letter Head)

Tender No: _____

Name of Work: _____

We hereby confirm that we have thoroughly read all the terms and conditions of the above tender document along with all the clarifications and Amendments/Addendums and are submitting our bid for your kind consideration.

We hereby confirm that we accept all the terms and conditions of the tender along with its clarifications and Amendments/Addendums without any deviations.

OR

We hereby confirm that we accept all the terms and conditions of the tender along with its clarifications and Amendments/Addendums except for the Deviation/ Exception/ Clarification/ Assumption submitted in Appendix-IV to SITT along with bid.

We hereby also confirm that any conditions/Deviation/ Exception/ Clarification/ Assumptions, etc. mentioned anywhere else in our bid shall not be recognized & shall be considered as null & void.

(STAMP & SIGNATURE OF TENDERER)

Name :

Designation :

Company Name :

Contact Number :

Email ID :



CHAPTER-5

SPECIAL CONDITIONS OF CONTRACT -
COMMERCIAL



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SPECIAL CONDITIONS OF CONTRACT - COMMERCIAL

1. INTRODUCTION

Indian Oil Corporation Limited (IOCL), the largest commercial undertaking in India, is engaged in the business of refining, transportation and marketing of petroleum products. Indian Oil Corporation Limited (IOCL), India's largest petroleum refining & marketing player is a Fortune 'Global 500' company. It also owns and operates a wide network of crude & products pipelines. It has its own Research & Development Centre situated at Faridabad, Haryana, near New Delhi.

2. GENERAL:

- 2.1 Special Conditions of Contract shall be read in conjunction with General Conditions of Contract; technical specifications of work, drawings and any other document forming part of this tender wherever required so.
- 2.2 Notwithstanding the sub division of the documents into these separate sections and volumes every part of each shall be deemed to be supplementary to and complementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 2.3 Where any portion of the General Conditions of Contract is repugnant to or at variance with any provisions of the Special Conditions of Contract, then unless a different intention appears, provisions of the Special Conditions of Contract shall be deemed to override the provisions of the General Conditions of Contract and shall to the extent of such repugnancy or variations prevail.
- 2.4 Wherever it is mentioned in the specifications that the contractor shall perform certain work and provide certain facilities, it is understood that the contractor shall do so at his own cost.
- 2.5 The material, design and workmanship shall satisfy the relevant Indian standards, the job specifications contained herein and codes referred to. Where the job specifications stipulate requirement in addition to those contained in the Standard codes and specifications, these additional requirements shall also be satisfied. In the absence of any Standard/specification / code of practice for detailed specifications covering any part of the work covered in this tender, the instructions / directions of the Engineer-in-Charge will be binding on the Contractor.

3. TIME SCHEDULE :

The time schedule is given separately. The owner will notify the successful bidder in writing by a letter and/or Fax of Acceptance that their bid has been accepted. The completion period shall be reckoned from the date of this communication unless and otherwise specified in the Fax / Letter of acceptance.

The work shall be executed strictly as per the schedule given in the tender document. The completion period includes the time required for mobilisation, testing, rectification, if any, retesting and completion in all respects to the entire satisfaction of the engineer-in-charge. Monthly / Weekly construction programme shall be drawn up by the Contractor based on availability of the work fronts and keeping in view the target set in the time schedule. The Contractor shall scrupulously adhere to these schedules by deploying adequate personnel, construction tools and tackles and other required resources. In all matters concerning the extent of target set out in the weekly and monthly programmes and degree of achievement, the decision of the engineer-in-charge will be final and binding.

4. **PAYMENT:** All payment / receipts in respect of this contract shall be rounded off to the nearest rupee. For example amount less than 50 paise shall be ignored and amount of 50 paise or more shall be rounded off to the next higher rupee.

5. **INCOME TAX:** Income tax deduction will be made from the contractor's bills as per the Rules &



Regulations in force in accordance with the Income Tax Act prevailing from time to time.

6. **PROVIDENT FUND:** The contractor shall strictly comply with the provisions of Employees Provident Fund Act and shall deposit Employees and Employers contributions to RPFC every month.
7. **CONTRACTOR'S PERSONNEL:** The contractor shall verify the character and antecedents of all the personnel who are proposed to be deployed for this work from the concerned authorities and no person having adverse report against him should be deployed. In case of any of the above personnel found indulging in any act, which may cause breach of security, then the contractor shall be held responsible.
8. **IOCL's SCOPE OF SUPPLY** : The following clause shall be read in conjunction with the General Condition of Contract, Section-3 (MATERIALS, LABOUR AND EQUIPMENT):
The scope of supply of various materials / services either in Owner's scope or in the scope of the Contractor are clearly mentioned in the respective item descriptions of the Schedule of Rates/ Tender.
Any ambiguity regarding the scope of supplies / services shall be brought to the notice of tender issuing authority well in advance before the due date for submission of the tender. For any ambiguity after placement of order related to scope of supplies / services, the decision of Engineer-in-charge shall be final and binding on to the contractor.
9. **SCHEDULE OF RATES:** Schedule of Rates shall be read along with CPWD specifications, IOCL specification, relevant BIS Standards, Indian electricity rules and other relevant standards, codes / practices as specified wherever specifications are not available standard Civil / Electrical Engineering practices shall be adopted.
10. **STANDARDS:** Materials shall confirm to relevant BIS standards / CPWD specifications / Refineries specifications and other relevant standards, codes etc. as specified by the Engineer-in-Charge (EIC).
11. **PAYMENT MODE TO VENDORS / CONTRACTORS :**
I. IOCL shall effect payments to the vendors through E-payments, during the operation of the said Contract / PO / WO.
II. That for this purpose, the vendor / contractor / supplier shall provide their Bank details in the Format enclosed along with the tender documents.
12. **PENALTIES FOR NON-OBSERVATION OF SAFETY NORMS**
The following penalties shall be applicable with a view to improve the safety aspects of execution of the job based on the job requirements:
Penalties for Violation / Non-adherence of safety procedures and practices:
Penalties:
1. Violation of applicable Safety, Health and Environment related norm- a penalty of Rs.5000/per occasion
2. Violation as above resulting in
 - Any physical injury, a penalty of 0.5% of the contract value (maximum of Rs.2,00,000) per injury in addition to Rs.5000/per occasion as in item 1.
 - Fatal accident, a penalty of 1% of the contract value (maximum of Rs.10,00,000) per injury in addition to Rs.5000/per occasion as in item 1.



13. PM JEEVAN JYOTI YOJANA AND PM SURAKSHA BEEMA YOJANA:

The contractor is required to take appropriate insurance policy for the effective implementation of the above penalty provision in addition to PM Jeevan Jyoti Yojana and PM Suraksha Beema Yojana.

14. WORKMEN COMPENSATION:

In case of accidents depending on the seriousness of injury etc. in addition to the hospitalization / Treatment charges and Group insurance amount, compensation shall be paid by the Contractor to the affected person / his family members in presence of Engineer-in-charge as per Workmen Compensation Act.

15. INCREASE /DECREASE IN TENDERED QUANTITY:

OWNER reserves the rights to increase /decrease the tendered quantity of any or every item and delete any item at any stage of work at the accepted rates. The Contractor's claim for compensation or damages on account of these shall not be entertained subject to provision contained in GCC.

16. INPUT TAX CREDIT:

OWNER will avail Input Tax Credit (ITC) under GST on the supply of services in the subject work. Evaluation of bids shall be inclusive of GST amount based on the GST rate and SAC mentioned / quoted in the bid. The other taxes and duties including Custom duty and cess shall also be considered for evaluation of prices, if provision of the same is available in the bid document.

17. PAYMENT TO CONTRACTOR LABOURERS:

All payment to Contractor labourer shall be made through electronic mode in a scheduled bank i.e. NEFT by the contractor in the respective bank account of workmen. Contractor will facilitate/extend required help to the workmen in opening a bank account if the workmen do not possess the same to ensure payment of wages directly to their bank account.

18. DELETED

19. CONCILIATION:

IOCL conciliation rules are available at <https://iocl.com/download/ConciliationRules.pdf>

20. TIME LIMIT FOR SETTLING OF PAYMENT:

The time limit for settling the contractor's bills shall be as follows:

	Time Limit for payment
RA bill	20 days from the receipt of bill by Engineer-in-Charge. Engineer-in-Charge will send the bill to Finance after certifying within 13 days and Finance to release the payment within 7 days after receipt.
Final bill (A) Where approval for extra items and time extension of contractual period are not involved	60 days from the date of receipt by Engineer-in- Charge. Engineer-in-Charge will send the bill to Finance after certifying within 40 days and Finance will release the payment within 20 days after receipt.



(B) Where approval for extra items and time extension of contractual period are involved

90 days from date of receipt by Engineer-in-Charge. Engineer-in-Charge will send the bill to Finance within 70 days of the receipt of the bill (one month time is given to Engineer-in-Charge for getting the approval) and Finance will release the payment within 20 days after receipt.

21. **BINDING CONTRACT**

This Contract has been duly executed and delivered on behalf of such Party and constitutes a legal, valid and binding obligation of such Party and is enforceable against it in accordance with the terms hereof subject to the effects of Insolvency and Bankruptcy Code, 2016 (Code) or any other applicable law (in case where Code is not applicable), or other laws of general application affecting the enforcement of creditor rights and judicial principles affecting the availability of specific performance and general principles of equity, whether enforceability is considered a proceeding at law or equity.

Termination of Contract: IOCL shall be entitled to immediately terminate this Contract upon written notice to the Party, without any liability whatsoever, if any of the following events occur :

- (a) order of insolvency resolution process or liquidation or bankruptcy proceeding is passed by the Adjudicating Authority, namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Insolvency and Bankruptcy Code, 2016 (Code) or any other applicable law (in case where Code is not applicable), against the Party;

OR

- (b) the Party seeks corporate insolvency resolution process or liquidation of itself.

OR

- (c) the Party is insolvent or evidence exists as to its insolvency;

OR

- (d) an Interim Resolution Professional/Resolution Professional or Liquidator is appointed to take possession, custody, or control of all the assets and property of the Party;

OR

- (e) the Party adopts any resolution of its Board of Directors or stakeholder for the purpose of effecting any of the foregoing.

Such termination shall not affect any claim for damages available to IOCL or for costs or fees accrued to date. IOCL shall be entitled to directly deal with the sub-vendor (s) /sub-contractor(s) of the Party in case any of the aforesaid events occur.

22. **ADDITIONAL TERMS AND CONDITIONS FOR TRANSPORT CONTRACT SHALL BE AS UNDER:**

- A. In the case of IOCL lined Transportation Rate Contracts:** The successful transporter shall be automatically enrolled with the XTRAPOWER Fleet Card Program. Please refer sub clause no. C.1 & C.2 given below.

- B. In cases where transportations in the scope of Vendors/ Contractors:** There shall be no automatic enrollment, but the transporters shall be encouraged to enroll with the XTRAPOWER Fleet Card Program. Please refer sub clause no. C.1 given below.

C. XTRAPOWER FLEET Card Programme:

- 1) The XTRAPOWER Fleet Card program is a complete smart card-based fleet management solution for fleet operators and corporate for cashless purchase of fuels & lubricants from designated retail outlets (petrol pumps) of Indian Oil through flexible prepaid and credit facilities.



The fleet card also offers exciting rewards along with benefits like personal accident insurance cover and vehicle tracking facilities. Any business entity owning or operating a vehicle fleet can become a member of the XTRAPOWER fleet card program. Each fleet owner is issued a Fleet Control Card and vehicle-specific Fleet Cards for every vehicle enrolled under the program. For enhanced security, the fleet card transactions are authorized through a unique Personal Identification Number (PIN). Moreover, the card can help track each vehicle's movement across remote corners of the country, leading to improvement in vehicle utilization and route compliance. XTRAPOWER is also backed by Indian Oil's vast infrastructure network and web-based support services.

For detailed terms and conditions, kindly visit our website <https://www.iocxtrapower.com/>. You can also call our XTRAPOWER Customer Service Toll Free Helpline (24 x 7) at 1800 200 1214 or 022 3636 6066 or may write to us at cutserv@iocxtrapower.com. For any further queries kindly visit the FAQ section on our site <https://www.iocxtrapower.com/>.

- 2) Upon signing of transport agreement, the successful bidder shall be automatically enrolled with The XTRAPOWER Fleet Card program free of cost and 25% amount payable under his each transportation bill will be credited to his fleet card CCMS account. The above referred limit of 25% referred above can be increased as per transporters request. In case at any time the successful bidder wishes to opt out of this program, he may do so by making a written request to IOCL or may opt out from the program by submitting an online request. However, for achieving full benefit under the scheme, the successful bidder may remain enrolled with the XTRAPOWER Fleet Card scheme.

23. ONLINE DEPOSITION OF SECURITY DEPOSIT (SD)/ INITIAL SECURITY DEPOSIT (ISD):

Successful bidder shall submit ISD/SD through NEFT/RTGS in designated bank accounts of IOCL, the details of respective bank accounts are as follows:

Sr.	Location of Work	Details of Bank Account Number in which ISD / SD are to be deposited by NEFT / RTGS
1	Guwahati Refinery	Account No. : 10216291036 Bank : State Bank of India Name of the beneficiary : Indian Oil Corporation Limited Branch : Guwahati IFSC Code : SBIN0006196
2	Barauni Refinery	Account No. : 11592307082 Bank : State Bank of India Name of the beneficiary : Indian Oil Corporation Limited Branch : Barauni IFSC Code : SBIN0001502
3	Gujarat Refinery	Account No. : 10135305063 Bank : State Bank of India Name of the beneficiary : Indian Oil Corporation Limited Branch : Gujarat IFSC Code : SBIN0000568
4	Haldia Refinery	Account No. : 10521992237 Bank : State Bank of India Name of the beneficiary : Indian Oil Corporation Limited Branch : Haldia IFSC Code : SBIN0007090
5	Mathura Refinery	Account No. : 10312661011 Bank : State Bank of India



		Name of the beneficiary : Indian Oil Corporation Limited Branch : Mathura IFSC Code : SBIN0003540
6	Panipat Refinery	Account No. : 10432167067 Bank : State Bank of India Name of the beneficiary : Indian Oil Corporation Limited Branch : Panipat IFSC Code : SBIN0008706
7	Paradip Refinery	Account No. : 31530804780 Bank : State Bank of India Name of the beneficiary : Indian Oil Corporation Limited Branch : Paradip IFSC Code : SBIN0003945
8	Bongaigaon Refinery	Account No. : 30776614607 Bank : State Bank of India Name of the beneficiary : Indian Oil Corporation Limited Branch : BGR IFSC Code : SBIN0007171
9	AOD Refinery	Account No. : 10776289584 Bank : State Bank of India Name of the beneficiary : Indian Oil Corporation Limited Branch : AOD IFSC Code : SBIN0006000
10	Mumbai-LO	Account No. : 10816014821 Bank : State Bank of India Name of the beneficiary : Indian Oil Corporation Limited Branch : Mumbai IFSC Code : SBIN0003838
11	Kolkata-LO	Account No. : 11052270204 Bank : State Bank of India Name of the beneficiary : Indian Oil Corporation Limited Branch : Kolkata IFSC Code : SBIN0001405
12	RHQ, Corporate Office, ION- Noida, other offices in NCR under financial control of RHQ	Account No. : 10813608818 Bank : State Bank of India Name of the beneficiary : Indian Oil Corporation Limited Branch : New Delhi IFSC Code : SBIN0017313
13	IIPM	Account No. : 10572582298 Bank : State Bank of India Name of the beneficiary : Indian Oil Corporation Limited Branch : Gurgaon IFSC Code : SBIN0001565

After depositing of ISD through online mode as specified above in the respective Bank Account of the location of the Job (after due reconfirmation from the Engineer-in-Charge), the contractor shall intimate the Engineer-in-Charge with copy of such transaction mentioning transaction details.

24. SECURITY DEPOSIT

The successful bidder shall submit Security Deposit (SD) as per clause no. 2.1.0.0 of General Conditions of Contract (GCC) to the Engineer-in-Charge (EIC). In partial modification of the clause



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no. 2.1.0.0 of General Conditions of Contract (GCC), the applicable security deposit shall be read as 3% (Three percent) instead of 10% (Ten percent).



CHAPTER 6

INSTRUCTIONS REGARDING GOODS AND SERVICES TAX

Applicable for supply from India

1. Bidder has to obtain GSTIN registration at the location where Works Contract Services are to be performed or carried out. In case of other type of services, Bidder may decide depending upon their business requirement and provisions of GST Laws. However, it is advisable to obtain GSTIN in the State where job is required to be carried out/executed.
2. Bidders are to necessarily indicate their Goods & Service Tax Identification Number (GSTIN) along with their techno commercial bids unless and otherwise they are exempted as per GST Laws & Rules. Offers without GSTIN shall be treated at par with “Unregistered” Taxable Person as described in para (6) below.
3. Depending upon the nature of service of subject tender, category of services, service accounting code(SAC) and applicable rate of GST (SGST+CGST OR IGST as the case may be) is to be confirmed by bidder as per prescribed format given in the ITB of Techno Commercial bid.
4. If the bidder deviates w.r.t. category of services, service code and GST rate as per the format given by IOCL in the technical bid, then details with proper justification must be provided.
5. In case a Bidder declares that he is not required to be registered under GST laws and Rules, he shall be treated as “Unregistered Taxable Person”. In such case, Owner is liable to pay GST under reverse charge and therefore for the purpose of evaluation, bid shall be evaluated after considering GST Rates and Service Accounting Code (SAC) as determined by the Owner.
6. In case a Bidder declares that he has applied for GSTIN registration at the time of submission of Bid but GSTIN is not available, he must attach a copy of Application Reference Number (ARN) as proof of his declaration and in such cases, Bid shall be evaluated after considering GST Rates and Service Accounting Code (SAC) as determined by the Owner if Bidder has not confirmed or quoted the same. In such cases, Work Order may be awarded pending submission of GSTIN by such Bidder. However, Bidder must submit GSTIN before first payment under Contract is released.
7. In case Service is specified where Service Recipient is liable to pay GST under Reverse Charge, same shall be clearly mentioned.
8. Bid evaluation shall be done after considering GST Rates and Service Accounting Code (SAC) quoted or confirmed as per the format provided in the Technical Bid or and shall be evaluated on gross tax basis i.e. after including amount of GST so quoted or confirmed. Owner shall not be liable to pay or reimburse rate of GST actually invoiced which is in excess of GST rate quoted or confirmed by the bidder.
9. In case a Bidder claim that he has opted for Composition Scheme as defined in Section 10 of CGST Act, 2017, he shall submit Form GST CMP 01 and GST CMP 02. His Bid shall be evaluated without considering GST. (Please note that Composition Scheme is available only for Restaurant and Outdoor Catering Services).
10. CGST & SGST (or UTGST) or IGST, as the case may be, shall be released only on receipt of GST Invoice containing the following details:
 - a) Name, address and GSTIN of the supplier;
 - b) A consecutive serial number of the invoice;
 - c) Date of issue;
 - d) Name, address and GSTIN or UIN, if registered of the recipient;



- e) Name and address of the recipient and the address of the delivery, along with the State and its code,
 - f) HSN Codes or Service Accounting Code(SAC);
 - g) Description of goods or services;
 - h) Total value of supply of goods or services;
 - i) Taxable value of supply of goods or services taking into discount or abatement if any;
 - j) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
 - k) Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
 - l) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
 - m) Address of the dispatch point where the same is different from the place of supplier;
 - n) Whether the tax is payable under Reverse Charge basis and
 - o) Signature or digital signature of the supplier or his authorized representative.
- 11. The Bidder/Vendor/contractor/consultant would be liable to reimburse or make good of amount equivalent to the value of GST charged in tax invoice/debit note to IOCL along with other consequential implications in cases where contractor/supplier defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in GSTN network or non-filling of returns or wrongly charges Integrated Tax in place of Central Tax + State/Union Territory Tax or vice versa or any other non-compliance of GST laws; by issuance of suitable credit note to IOCL. In case, contractor/supplier does not issue credit note to IOCL, IOCL would be constrained to recover the amount with consequential implications including interest / penalty payable.**
- 12.** It shall be obligatory for the Bidder to issue Credit Note for Price reduction on account of delay in delivery as defined in the Bid or Contract Documents in the month immediately following the month in which deduction of account of delay in delivery is effected by the Owner.
- 13.** In case of any advance including Mobilization Advance given as per Contract, the CONTRACTOR shall issue a GST Invoice containing all the details required as per GST Laws and Rules. Subsequent recoveries / adjustment of Advance amount shall be separately indicated in the GST Invoice for actual supply of Goods and Services.
- 14.** In case any recovery is made for any facility or services provided by the Owner and such recoveries are subject to GST, amount of recovery plus applicable GST shall be deducted/recovered from the Invoices/Claim of the Bidder.



CHAPTER-7

SPECIAL CONDITIONS OF CONTRACT – TECHNICAL

7.1 Scope of Work:

- a. Presently only three sessions on HGU technology are being considered however if required further sessions can be arranged with the same terms and conditions on mutual agreement of IOCL and bidder.
- b. Bidder shall provide 3 days classroom training per session at IIPM Gurugram. The participants for the training program will be front line executives operating / monitoring the unit with/without the technology background (30 minimum personnel across all refineries).
- c. The Engineering-In-Charge (EIC) for the subject job would be Mr. Alankar Sinha, CERM (L&D) IOCL-RHQ. EIC for the job will be the co-ordinator and in case of any issue or clarification it is to be brought to the notice of the EIC.
- d. The training program should cover the below topics as a minimum:

SERIAL	Technology Training Topics
1	Overview of Technology <ul style="list-style-type: none">• Process features• Catalyst• Hardware
2	Process and Configuration of Unit <ul style="list-style-type: none">• Process scheme and features
3	Process Description <ul style="list-style-type: none">• Feed Preheat• Reactor / Reformer• Flue Gas System• Catalyst handling
4	Technology Process Description of all other sections
5	Typical schemes and overview of all equipment.
6	Technology Fundamentals <ul style="list-style-type: none">• Process chemistry• Heat balance / material balance• Cat Analysis & their significance
7	Fundamentals <ul style="list-style-type: none">• Process Variables / KPIs• Catalyst handling

	<ul style="list-style-type: none"> Chemicals Interlock System – Major Cause and Effect Diagrams
8	Unit Startup & Shutdown Procedure
9	Major Emergencies handling
10	Troubleshooting / Case Studies / Root Cause Analysis (RCA)
11	Special Measures / Precautions
12	Inspection & Maintenance <ul style="list-style-type: none"> Importance of regular walk-through Preventive Monitoring Critical Areas - piping/ instruments/ valve
13	Laboratory / Analysis
14	Process Safety
15	Process Improvements
16	Tools available in market for consideration

- e. The training curriculum and faculty profile are to be submitted at least 20 days in advance of training commencement for approval of EIC. The faculty should have a minimum of 15 years of relevant experience in the technology.
- f. A quiz of 10 questions needs to be taken by the faculty at the end of each day. In addition, a questionnaire of 30 questions should be provided to each of the participants at the end of the entire session and evaluation of the responses is to be done by the faculty. The evaluated sheets are to be provided to the (EIC) of the subject work order.
- g. Bidder will be informed at least 30 days in advance of commencement of the training session for preparation & mobilization of faculty.
- h. Digital copy of the training material (presentations / documents) are to be provided by the licensor by the last day of the training session.
- i. No additional payment for travel & accommodation will be paid.

7.2 Payments-

- a. Payment of the invoices shall be made within thirty (30) days after receipt of Bidder's electronic invoice after each session.
- b. All payments to bidder shall be made in INR and shall be paid via wire transfer to the bank account designated by bidder. All prices and/or remunerations should be gross of any tax that may be incurred in India.

7.3 Goods & Service Tax (GST)

- a. Bidder has to obtain GSTIN registration at the location where Works Contract Services are to be performed or carried out. In case of other type of services, Bidder may decide depending upon their business requirement and provisions of GST Laws. However, it is advisable to obtain GSTIN in the State where job is required to be carried out/executed.
- b. Bidders are to necessarily indicate their Goods & Service Tax Identification Number (GSTIN) along with their techno commercial bids unless and otherwise they are



exempted as per GST Laws & Rules. Offers without GSTIN shall be treated at par with "Unregistered" Taxable Person as described in para (6) below.

- c. Depending upon the nature of service of subject tender, category of services, service accounting code(SAC) and applicable rate of GST (SGST+CGST OR IGST as the case may be) is to be confirmed by bidder as per prescribed format given in the ITB of Techno Commercial bid.
- d. If the bidder deviates w.r.t. category of services, service code and GST rate as per the format given by IOCL in the technical bid, then details with proper justification must be provided.
- e. In case a Bidder declares that he is not required to be registered under GST laws and Rules, he shall be treated as "Unregistered Taxable Person". In such case, Owner is liable to pay GST under reverse charge and therefore for the purpose of evaluation, bid shall be evaluated after considering GST Rates and Service Accounting Code(SAC) as determined by the Owner.
- f. In case a Bidder declares that he has applied for GSTIN registration at the time of submission of Bid but GSTIN is not available, he must attach a copy of Application Reference Number (ARN) as proof of his declaration. And in such cases, Bid shall be evaluated after considering GST Rates and Service Accounting Code (SAC) as determined by the Owner if Bidder has not confirmed or quoted the same. In such cases, Work Order may be awarded pending submission of GSTIN by such Bidder. However, Bidder must submit GSTIN before first payment under Contract is released.
- g. In case Service is specified where Service Recipient is liable to pay GST under Reverse Charge, same shall be clearly mentioned.
- h. Bid evaluation shall be done after considering GST Rates and Service Accounting Code (SAC) quoted or confirmed as per the format provided in the Technical Bid or and shall be evaluated on gross tax basis i.e. after including amount of GST so quoted or confirmed. Owner shall not be liable to pay or reimburse rate of GST actually invoiced which is in excess of GST rate quoted or confirmed by the bidder.
- i. In case a Bidder claim that he has opted for Composition Scheme as defined in Section 10 of CGST Act, 2017, he shall submit Form GST CMP 01 and GST CMP 02. His Bid shall be evaluated without considering GST. [Please note that Composition Scheme is available only for Restaurant and Outdoor Catering Services]
- j. CGST & SGST (or UTGST) or IGST, as the case may be, shall be released only on receipt of GST Invoice containing the following details:
 - i. Name, address and GSTIN of the supplier;
 - ii. A consecutive serial number of the invoice;
 - iii. Date of issue;
 - iv. Name, address and GSTIN or UIN, if registered of the recipient;
 - v. Name and address of the recipient and the address of the delivery, along with the State and its code,
 - vi. HSN Codes or Service Accounting Code(SAC);
 - vii. Description of goods or services;
 - viii. Total value of supply of goods or services;
 - ix. Taxable value of supply of goods or services taking into discount or abatement if any;
 - x. Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);



- xi. Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
 - xii. Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
 - xiii. Address of the dispatch point where the same is different from the place of supplier;
 - xiv. Whether the tax is payable under Reverse Charge basis and
 - xv. Signature or digital signature of the supplier or his authorized representative.
- k. It shall be the obligation on the part of Bidder/ Vendor to discharge his liability by payment of GST to Government of India in cash OR utilization of Input Tax credit in respect of such supply of goods or services through GST Invoice under this Contract, so that Owner can avail Input Tax Credit(ITC) on such supply. In the event that the input tax credit of the GST charged by the Bidder / Vendor is denied by the tax authorities to due to delay by Bidder / Vendor / Contractor /Consultant, in issue of Invoice, Debit Notes or Credit notes, filing of Return of Outward Supplies, payment of taxes or filing of any other Returns as required under GST Laws and Rules, or timely corrections, rectification or modification in the detail of Return of Outward Supplies or any other Returns, Owner shall be entitled to recover such amount from the Bidder / Vendor / Contractor / Consultant by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, Owner shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on Owner.

(STAMP & SIGNATURE OF TENDERER)



CHAPTER- 8

TIME SCHEDULE

**Time of completion of the
tendered Job/work.**

The Contract shall be valid for a period of 01(One) year from
date of FOA/LOA.



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INDIAN OIL CORPORATION LIMITED

(REFINERIES DIVISION)

TENDER DOCUMENT

PART - II : PRICE BID

(Note: Prices Not to be Quoted in this part.)



Prepared & Issued by

Materials & Contract Department
Indian Oil Corporation Limited
(REFINERIES DIVISION)
CORE-2, SCOPE COMPLEX, LODHI ROAD
NEW DELHI - 110003



CHAPTER- 9

Preamble to Schedule of Rates

1. This preamble is an integral part of the Schedule of Rates and any definition and explanation given herein shall have as much force as though they are incorporated into the description of the items themselves in the Schedule of Rates.
2. This preamble to SOR shall be considered as a part of SOR.
3. Unless otherwise specifically stated in the contract, all work under the contract shall be covered and paid for in accordance with the items and relative rates mentioned in the Schedule of Rates.
4. **The BIDDER is deemed to have studied the specifications and details of works to be done within the time schedule and shall have acquainted himself of the conditions prevailing at site.**
5. General directions and descriptions of work given elsewhere in the contract documents are not necessarily repeated in the SOR. Reference is to be made to the other documents for information and guidance.
6. The quoted rates shall be up to two decimals only. In case after opening of price bids it is observed that the quoted rates consist of more than two decimal places then only figures upto two decimals places shall be considered for evaluation purpose.
7. It shall be mandatory for the contractor to submit documentary evidence of submission/ payment of EPF/ EDLI/ ESI/ Bonus for the workers employed during the period for which RA/ Final bill is raised for payment.
8. Contribution towards EPF/ EDLI/ ESI is not included in the rates of all the SOR items. The same shall be reimbursed to the contractor on submission of documentary evidence. It is to be noted here that, for the workers whose pay is more than Rs. 15000/- per month, reimbursement of EPF will be on Rs. 15,000/- only. However, payment towards bonus @ 8.33% of the basic is included in the rates of all the SOR items.
9. **The price bid shall be submitted in excel format on e-tender portal only.**
10. Owner reserves the right to cancel / delete / curtail any item or group of work, if necessary. Such a step shall not be construed as reason for changing the rates.
11. The job shall be evaluated based on the overall quoted price including GST.
12. Any change in the format (price) may result in summarily rejection of the offer without any reference whatsoever to the bidder.
13. The "schedule of rate" (SOR) shall be read with all other sections of "bidding document", such as the conditions of contract and the specifications as these documents are jointly explanatory and descriptive of the works included in the contract. Any interpretation of the scope of work, made in the schedule of rate (SOR) or technical specification in isolation shall not be valid for any extra claims.
14. The quantities shown are only approximate and may vary to any extent individually subject to conditions given in tender. No claim shall be entertained during execution of this contract towards any items due to quantity variation.
15. All items of work mentioned in the SOR shall be carried out as per the specifications and instructions of IOCL and the rates are deemed to be inclusive of material, consumable, labour etc. wherever required and as called for in the detail specification and conditions of the contract.



16. Rates quoted by the bidder against each item of SOR deemed to include cost/charges for performing all the works as detailed out in the Scope of Work.

17. Prices shall not be quoted in this part of the bid.

18. Bidder also to submit Unpriced PDF copy of the BoQ in Techno-commercial offers with stating the word "QUOTED" in cells designated for price.

19. Scanned / Photocopy of Price bid are not acceptable and such bids shall be summarily rejected. BOQ (Bill of Quantity) is to be submitted after making entries in highlighted cells, without changing any format. Price bid /quotation /price offer submitted in any format other than the given BoQ format shall be ignored and shall not be considered for evaluation. Price quoted at any other place / with any other document submitted shall also be ignored and shall not be considered for evaluation.



Name of Work: **Technical Training Sessions from M/s Technip**
Energies India Private Limited

RHQCC22141

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CHAPTER- 10

SCHEDULE OF RATES / BOQ

(Bidder also to submit Unpriced PDF copy of the BoQ in Techno-commercial offers with stating the word “QUOTED” in cells designated for price)

Schedule of Rates

Service Required for Plant: 9000 ,Refinery HO

O.Lev.	Item No	Unit	Rate	Amount
Sr.No.	Item Description			

RFQ ITEM NO.00010 Training Services for HGU Technology

00010		3.000	EA
Training Charges for HGU Technology from M/s Technip Energies India Private Limited.					

Signature of Tenderer