



E-Tender No: UPSO II/ LONI BP/2023-24/LT/28

Tender ID: 2023\_UPSO2\_168787

**Name of work:** Carrying out training, implementation and GreenCo certification at Loni Bottling Plant



**INDIAN OIL CORPORATION LTD  
(MARKETING DIVISION)  
Loni Bottling Plant,  
Banthla  
Loni – 201102,  
Distt.: Ghaziabad**


NAME OF WORK

Carrying out training, implementation and GreenCo certification at Loni Bottling Plant

**PART 'A': TECHNICAL COMMERCIAL BID**


**E-Tender No: UPSO II/ LONI BP/2023-24/LT/28**

**E-Tender ID: 2023\_UPSO2\_168787**

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| <br><b>Indian Oil</b> | E-Tender No: UPSO II/LONI BP/2023-24/LT/28   |
|  | <b>Sub:</b> Carrying out training, implementation and Greenco certification at Loni Bottling Plant |

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### **NOTICE INVITING E-TENDER**


Indian Oil Corporation Limited invites electronic bids through its website <https://iocletenders.nic.in> under double bid system for the work as detailed below from indigenous bidders fulfilling the qualifying requirements as stated hereunder:

|    |                                |   |  |
|----|--------------------------------|---|--|
| 1. | <b>E-TENDER NO.</b>            | : | <b>UPSO II/LONI BP/2023-24/LT/28</b>   |
| 2. | <b>E-Tender ID</b>             | : | <b>2023_UPSO2_168787</b>   |
| 3. | <b>NAME OF WORK</b>            | : | <b>Carrying out training, implementation and GreenCo certification at Loni Bottling Plant</b>  |
| 4. | <b>LOCATION OF WORK</b>        | : | <b>Address:</b><br>Indane Bottling Plant, Loni<br>Indian Oil Corporation Ltd. (MD)<br>Banthla, Loni, Distt: Ghaziabad,<br>Pin: 201102, Uttar Pradesh<br><b>IOCL GSTIN No.: 19AAACI1681G1ZN</b>   |
| 5. | <b>ESTIMATED VALUE OF WORK</b> | : | <b>Rs. 6,37,200.00</b> (inclusive of GST @18%)   |
| 6. | <b>TENDER FEE</b>              | : | <b>NIL</b><br>Bidders are required to download the tender documents free of cost from IOCL e-tender website <a href="https://iocletenders.nic.in">https://iocletenders.nic.in</a> )  |
| 7  | <b>EARNEST MONEY DEPOSIT</b>   | : | Bidders to note that there shall be no requirement of paying EMD against this e-Tender. However, all bidders shall be required to mandatorily submit the Bid Security Declaration in lieu of EMD as per the format attached as Annexure K in Part-B of technical bid.<br>The requirement of submission of Bid Security Declaration shall also be applicable on bidders who are exempted from payment of EMD (MSEs as per PPP, Startups, CPSEs and JVs).<br><b>The bid shall be summarily rejected if bid security declaration in lieu of EMD is not uploaded in e-Tendering portal on or before tender submission date and time.</b> |

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| <b>8.</b>  | <b>TENDER DOWNLOAD PERIOD FROM e-TENDER PORTAL:</b>  |   |  |
|            | a) Starts on   | : | As per e-tender portal   |
|            | b) Ends on   | : | As per e-tender portal   |
| <b>9.</b>  | <b>PRE BID MEETING</b>   | : | As per e-tender portal   |
| <b>10.</b> | <b>SUBMISSION OF TENDER IN e-TENDER PORTAL:</b>  |   |  |
|            | a) Starts on   | : | As per e-tender portal   |
|            | b) Ends on   | : | As per e-tender portal   |
| <b>11.</b> | <b>DUE DATE FOR OPENING OF TENDER:</b>   |   |  |
| <b>12.</b> | Opening of Tender<br>(Technical Bid Only)  | : | As per e-tender portal   |
|            | <b>Note: Corporation reserves the right to revise/extend any Date/Time from scheduled timelines of published tender.</b> |   |  |
| <b>13.</b> | <b>TENDER VALIDITY</b>   | : | <b>Offer shall be valid for 180 Days</b> from date of opening of technical bid. In case of requirement, IOCL may seek further extension of the validity of the offer from the bidders.                               |
| <b>14.</b> | <b>Completion Time</b>   | : | Scheduled completion time shall be six months from the date of placement of LOI/LOA whichever is earlier.  |
| <b>15.</b> | <b>UNDERTAKING RELATED TO INSOLVENCY &amp; BANKRPTCY CODE, 2016</b>  | : | Applicable.  |
| <b>16.</b> | <b>NUMBER OF CONTRACTORS REQUIRED</b>  | : | 01 (One)   |
| <b>17.</b> | <b>MODE OF TENDER SUBMISSION</b>   | : | You may please note that this is an e-Tender and can only be downloaded and submitted in the manner specified in 'Special Instructions to bidders for participating in e-tender' attached separately in this tender. |

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| <br><b>Indian Oil</b> |                              | E-Tender No: UPSO II/LONI BP/2023-24/LT/28<br><b>Sub:</b> Carrying out training, implementation and Greenco certification at Loni Bottling Plant |  |
| 18.  | <b>SECURITY DEPOSIT (SD)</b> |  | <p>Successful bidder shall have to submit Security deposit within 7 days after issuance of LOI/LOA whichever is earlier. Security deposit shall be 10% of total contract value excluding GST which can be given in any one of the following mode:<br/> Initial SD: Out of total security deposit, 2.5% shall be paid on acceptance of LOI / LOA by<br/> Online payment through ePayone Portal (Internet banking/ NEFT etc)- <a href="https://epayone.indianoil.in/home">https://epayone.indianoil.in/home</a></p> <p>If ISD is paid, the balance security deposit shall be recovered from the R/A bill @ 10% of the value of bill till the total amount of the security deposit is recovered.<br/> Alternatively, Entire SD amount may also be paid by the above Payment mode. In this case no amount will be deducted from RA Bill.<br/> The security deposit will be released after 12 months from the date of completion of work provided no defects are noticed in the work during this period. No interest will be allowed on security deposit.</p> |
| 19.  | <b>CONTACT PERSONS</b>       | :  | <p>Name: Sanjay Sharma,<br/> Designation: DGM (Plant) – Loni BP<br/> Contact No: +91-9811283566<br/> Email ID: <a href="mailto:sanjaysharma@indianoil.in">sanjaysharma@indianoil.in</a></p> <p>Address: Loni Bottling Plant, Indian Oil Corporation Ltd. (MD),<br/> Banthla, Loni, Distt – Ghaziabad, PIN-201102, UP</p> <p>Name: Amarjeet kumar,<br/> Designation: SM (Plant)<br/> Contact No: +91-9813848456<br/> Email ID: <a href="mailto:kumaramarjeet@indianoil.in">kumaramarjeet@indianoil.in</a></p>   |


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## **PRE QUALIFICATION CRITERIA AND TENDER EVALUATION CRITERIA**

### **PRE QUALIFICATION CRITERIA**


#### **MANDATORY DOCUMENTS TO BE UPLOADED BY THE BIDDERS PARTICIPATING IN THE TENDER**

| Sr. No. | Annexure details                     | Description  |
|---------|--------------------------------------|--|
| i.      | PAN Card                             | Bidder should have valid PAN Number (self-attested copy of PAN card to be uploaded). PAN card should be in the name of Proprietor or the Firm participating in the tender. |
| ii.     | Annexure-A                           | Undertaking: Undertaking duly signed and stamped on bidder's Letter Head as per format given in Part-B of tender document  |
| iii.    | Annexure-B                           | Proforma for declaration of NCLT/ NCLT / NCLAT/ DRT / DRAT / COURT RECEIVERSHIP /LIQUIDATION as per format given in Part-B of tender document                              |
| iv.     | Annexure - D                         | Proforma of Tender not tempered as per format given in Part-B of tender document   |
| v.      | Annexure - E                         | Declaration by bidder regarding Blacklisting / holiday-listing as per format given in Part-B of tender document  |
| vi.     | Annexure-F                           | Details of relationship (Part A , B & C ) duly filled-in as per format given in Part-B of tender document  |
| vii.    | Annexure -G                          | Undertaking for business transaction status of bidder as per format given in Part-B of tender document   |
| vi.     | Annexure-H                           | Particulars of bidder firm as per format given in Part-B of tender document  |
| vii.    | Annexure-I                           | Undertaking on no multiple bidding   |
| viii.   | Service Tax registration certificate | Copy of service tax registration certificate.  |
| ix.     | Partnership deed                     | Copy of Partnership deed (in case of partnership firm)   |
| x.      | POA                                  | Power of Attorney duly notarized as per applicability  |

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**Note on PQC:**

- i. However mere submission of the relevant information and meeting the qualifying criteria would not entitle the Bidder for technical qualification. In the event document/information submitted by the Bidder is found to be incorrect, the contract with such Bidder shall be terminated at any stage and EMD or SD submitted shall be forfeited. Such Bidder(s) may also be put on Holiday List by IOC.
- ii. Notwithstanding any other condition/ provision in the tender documents, in case of ambiguity or incomplete documents pertaining to PQC, bidders shall be given only one opportunity with a fixed deadline after bid opening to provide complete & unambiguous documents in support of meeting the PQ criteria through e-portal. In case the bidder fails to submit any documents or submits incomplete documents within the given time, the bidders tender will be rejected.
- iii. Authenticated means self-attested. In case at a later stage, during verification of Original of these self-attested documents, any discrepancy is observed, the tender will be rejected. The person uploading the bid using his digital signature should have a Power of Attorney (POA) authorizing him to upload the bid in case of Partnership and Public / Private Limited firms. Copy of POA must be uploaded along with the bid.
- iv. Tenderers shall indemnify the Corporation from any fraudulent declaration and consequences of the same.

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### **TENDER EVALUATION CRITERIA :**

#### **A) GENERAL**

1. The bid of the party will also be rejected on the following grounds:
  - a. Tenderer not meeting tender qualifying parameter norms specified / not submitting pre qualifying and mandatory documents as per bid document.
  - b. Non-withdrawal of conditions imposed in Bid & conditions imposed during negotiations.
  - c. A bidder who offers unsolicited reduction in the price offer whether before or after the opening of the price part of the tender(s)/bid(s) shall be liable to have his/its/their bid(s) rejected. Bidders may, however, at any stage offer a reduction if such reduction is solicited or if the OWNER gives the Bidder an opportunity to offer such reduction.
  - d. Tenderer submitting fabricated/ false/ forged documents for the tender.
  - e. Tenderer put on holiday list during the pendency of this tender.

#### **B) The procedure for evaluation of tenders shall be as follows:**

- 1) The techno-commercial bid shall be scrutinized & evaluated based on the qualifying parameters mentioned elsewhere in BID and on the basis of the uploaded documents (for PQC as well as other mandatory documents) in IOCL e-tender portal.
- 2) Evaluation will be carried out on "All-inclusive basis" i.e. including all taxes.
- 3) **Ranking Procedure:** L1, L2, L3 ... etc. shall be decided on net landed cost based on rates quoted in the Price Bid and shall be tabulated in ascending order to determine ranking of each bidder.
- 4) After opening the bid, party who has quoted the lowest rate (including taxes) (L1 rate) will be considered for award of work, with or without negotiation as per policy of the Corporation.
- 5) Negotiations shall not be conducted with the bidders as a matter of routine. However, Corporation reserves the right to conduct negotiations.
- 6) Negotiations, if any, will be conducted with L-1 Bidder(s).
- 7) Corporation reserves the right to reject any, or all tenders either in full or in part and/or accept other than the lowest quotation without assigning any reason whatsoever.


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- 8) No bidder shall be allowed to counter offer rates lower than the negotiated L1 rate. Any offer received from the bidder without being asked by the Corporation shall be treated as unsolicited offer from bidder and same shall be rejected summarily. Similarly, any offer received after due date and time stipulated by Corporation, shall not be considered.
- 9) Request for negotiations shall be initiated by IOCL on GeM portal and negotiations shall be conducted in person at the office location of IOCL which shall be informed in advance to the bidder. After negotiations, bidder will have to enter the final negotiated price in the GeM portal.
- 10) During evaluation of bids of the bidders participated in the tender, if it is found that any bidder is Blacklisted / holiday listed by Corporation or MoP&NG, then bid of such bidders will be ignored and will not be further evaluated. The bidder will not be considered for issuance of order even if the party is lowest (L1). In such situation, next lowest bidder shall be considered as L-1.
- 11) Document verification with originals shall be carried out after opening of bids for the shortlisted bidder only. Since documents are submitted by the bidder in the tender, the responsibility of authenticity of documents shall be with the bidder.
- 12) Shortlisted bidder(s) shall be required to present their original documents to the tender inviting authority within a period of seven days from the date of intimation by IOCL. In the event of failure of such bidder(s) to get the documents verified as per the specified time schedule, action shall be taken in line with EMD bid security declaration. In case it is observed that if any bidder(s) has submitted forged documents/credentials, necessary action for holiday listing of the bidder(s) shall be carried out.
- 13) IOCL is not bound to accept lowest or any tender and reserves the right to accept one or more tenders in part or full. The decision of IOCL in this regard shall be final.

**C. OTHER POINTS:**

- 1) Any Addendum/ Corrigendum/ Sale Date Extension in respect of the tender shall be issued on our website <https://iocletenders.nic.in> only & no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.

All bidders must login and visit their DASHBOARD on regular basis to get the timely

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updates related to any communication sent in the form of e-mail/SMS by system.

- 2) Legal dispute, if any, arising during the evaluation of the tender shall be within the jurisdiction of local courts.
  - a) For disputes up to stage of LOA – Noida
  - b) For disputes during execution stage – Noida
- 3) IOCL's decision on all matters pertaining to this tender is final and binding for all bidders.
- 4) Please visit our website <https://iocletenders.nic.in> for further details of this tender.
- 5) Bidders may note that the following are attached separately and uploaded in the e-tendering portal:
  - a) Special Instructions to bidders for participating in e-tendering
  - b) FAQ's –online EMD facility in IOCL e-tendering and
  - c) Format for Acceptance of Tender Terms and Conditions.


### **Invalid Tenders:**

A Tender is invalid and shall be rejected in the following circumstances:

- a) Does not submit EMD.
- b) Does not fulfill minimum qualification criteria prescribed in the Tender Documents
- c) Submits the tender after due date and time
- d) Is holiday listed or blacklisted
- e) Use of White / erasing fluid in Rates for physical bids
- f) Does not submit complete price bid in line with bid requirements

Tender is also liable for rejection, if the tenderer:

- a) Stipulates the validity period less than what is stated in the Tender Form. However, if the Party agrees to extend the validity as required, the tender can be accepted.

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- b) Stipulates his own conditions.
- c) Does not disclose the constitution of the firm with full names and addresses of all his partners / Directors.
- d) Does not fill in and sign the tender form as well as the schedule of rates, annexure, specifications, etc.
- e) Does not have PF Code / Number from the Regional Provident Fund Commissioner.
- f) if the tenders are partly quoted
- g) if the tenders contain unacceptable terms and conditions
- h) if the tender is not according to our format
- i) In case of suo-moto reduction in the prices offered by the tenderer.
- j) Revised price bid during validity period without being asked for.

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

Bidders under insolvency or liquidation or bankruptcy proceedings under insolvency and bankruptcy code, 2016

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

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

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Tribunal (DRT) under the Code or any other applicable law (incases where code is not applicable).


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

Tenderers who have transferred their ownership rights either in whole or in part to another entity or under process of transfer shall intimate the same to IOCL in their letter head while submitting the bid. IOCL reserves its right to reject the tender of any entity, which has transferred its ownership rights in whole or in part or which is in process of transfer without assigning any reason for such rejection.

If the tenderer refuses or fails to share the information regarding their status of any kind of business transfer process/restructuring etc, in their tender or at any later stage, as applicable, their tender is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the tenderer, in any form whatsoever.

#### **Clause with respect to countries with land border with India:**

- 1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Copy of the registration certificate is to be submitted along with the bid.
- 2) The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 3) Registration should be valid at the time of submission of bids and at the time of acceptance

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of bids. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.


- 4) However, the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in developmental projects may participate in this tender and they shall not require any separate registration for the participation.
- 5) “Bidder” (including the term ‘tenderer’, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
- 6) Bidder from a country which shares a land border with India for the purpose of this Order means:
  - I. Any entity incorporated, established or registered in such a country; or
  - II. A subsidiary of an entity incorporated, established or registered in such a country; or
  - III. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - IV. An entity whose “beneficial owner” is situated in such a country; or
  - V. An Indian (or other) agent of such an entity; or
  - VI. A natural person who is a citizen of such a country; or
  - VII. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 7) “Beneficial Owner” in the above paragraph will be as under:
  - i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means

Explanation –

a) “Controlling ownership interest” means ownership of, or entitlement to, more than twenty-five percent of shares or capital or profits of the company;

b) “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

ii. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

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iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

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

8) “Agent” is a person employed to do any act for another, or to represent another in dealings with third persons.


9) The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

10) Bidders shall submit a certificate as per the attached Annexure regarding their compliance to the above conditions. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.

Corporation reserves the right to revise/extend any Date/Time from scheduled timelines of published tender.

If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract required for the performance of the contract or otherwise withdraws from the procurement, the Procuring Entity shall re-tender the case.

**TENDER INVITING AUTHORITY**  
**Loni Bottling Plant,**  
**Indian Oil Corporation Limited**

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### **IMPORTANT GUIDELINES TO TENDERERS**

- 1) Bidders are requested to carefully study all the documents / annexure and understand the conditions, specifications etc before quoting their rates. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Indian Oil reserves the right to cancel the tender without assigning any reason.
- 2) Bidders are requested to go through the “Special Instruction to the Bidders (SITB)” provided in the IOCL e-Tendering site <https://iocletenders.nic.in> before participating in the e-Tender.
- 3) It is mandatory for every tenderer to provide all the information as set out in the tender document irrespective of their earlier association with IOCL. Any conditional / incomplete offer or failure to follow above instructions may lead to disqualification.
- 4) The Bidders shall upload legible scanned copy of necessary documents in support of required qualification and experience along with their offer as per instruction given in the Special Instructions to Bidders.
- 5) Physical/ Manual Bids shall not be accepted. Bids shall be accepted only through e-Tendering portal. No manual bid shall be permitted along with electronic bids. In case of receipt of manual bids apart from specifically requested offline documents in the tender, same shall be returned to the bidder. Additional documents received through email shall also be ignored for the purpose of evaluation, unless specifically advised by the Tender Issuing Authority.
- 6) It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 7) Tenderers are advised not to send or upload un-necessary / unsolicited documents. The same will not be evaluated.

- 8) Bids should be submitted as under :

Part-I: (Part-A and Part-B) Technical Bid complete with all technical and commercial details and documents other than price shall be submitted essentially containing the documents in ‘List of documents to be uploaded by the Bidder’

Part-II: (Part-C) “Price Bid “This part shall have only Price Schedule (BOQ) with prices duly filled in.

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| <br><b>Indian Oil</b> | <p align="center">E-Tender No: UPSO II/LONI BP/2023-24/LT/28</p> <p><b>Sub:</b> Carrying out training, implementation and Greenco certification at Loni Bottling Plant</p> |
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Prices shall be filled in the price bid format (excel sheet) provided with the tender documents (i.e. uploaded in the website by IOCL).

- 9) Tenders to note that price must be quoted only in the price schedule (BOQ) document. Disclosure of any price or rate in any manner other than in the price bid will lead to disqualification of the bid.
- 10) Any query with regard to rejection of the tender may be forwarded to the contact person as mentioned in the NIT.
- 11) Notwithstanding the sub divisions of the tender document into several sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 12) Clarifications with respect to tender shall be obtained from IOCL.
- 13) Canvassing of information or submission of forged or false documents / information by any bidder shall make their offer invalid.

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| Tender No.: UPSO II/LONI<br>BP/2023-24/LT/28 | <b>INDIAN OIL CORPORATION LIMITED (M.D.)</b>   |
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### **SPECIAL CONDITIONS OF CONTRACT**

#### **1.0 EARNEST MONEY DEPOSIT (EMD)**

As per NIT conditions.

#### **2.0 Following clauses in Part B of Tender Document shall not be applicable for this tender –**

- a) **SECTION-3: REVERSE AUCTION- PROCESS**
- b) **ANNEXURE-J: Declaration Form for availing purchase preference – Bid Stage**
- c) **ANNEXURE-M: Integrity pact Agreement**
- d) **ANNEXURE-T: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT**

#### **3.0 COMPLETION TIME:**

- 3.1 Entire work should be completed in a duration **as per NIT**, failing which price adjustment for delay in completion shall be made as “price adjustment for delay in completion shall be deducted at applicable percentage of ½ % (0.5%) per week or part thereon from RA bills, on cumulative value of works done up to the concerned RA bill (exclusive of GST). However, in cases of abandonment of site/termination, price adjustment for delay shall be applied on the total contract value (exclusive of GST) as specified in the acceptance of tender” This will be in addition to and without prejudice to the other rights available to the Corporation under the said GCC. Time for all the facilities covered in the schedule of works will commence concurrently
- 3.2 In case the contractor fails to adhere to the time limit specified above or if the rate of progress is considered not satisfactory, the Corporation will be at liberty to terminate the contract and get the same executed by any other agency entirely at the risk and cost of the original contractor and in line with provisions available under the GCC.

#### **4.0 Taxation Clause**

Whenever taxes are charged on IOCL, the contractor shall provide tax invoice to enable IOCL to avail tax benefits and all bills shall be accompanied by valid tax invoice indicating following minimum details:

- 4.1.1 Invoice/bill/challan should be signed by the person authorized to sign such invoice/bill/challan.
- 4.1.2 Invoice/bill/challan should be serially numbered.
- 4.1.3 Invoice to contain name, address and the registration number of the service provider.

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- 4.1.4 Invoice to contain name, address of service receiver
- 4.1.5 Invoice to contain description, classification and value of taxable service provided.
- 4.1.6 GST/IGST/CGST (as per applicability) to be mentioned separately.

## **5.0 DOCUMENTS:**

These special terms and conditions shall be read in conjunction with the technical specifications, drawings, GCC and any other document forming a part of the tender, wherever the tender so requires.

## **6.0 SECURITY DEPOSIT:**

**The successful tenderer, upon placement of work order, shall pay security deposit, an amount equivalent to 10% of work order value. The ISD/SD will not carry interest.**

Which will be retained till completion of the work and will be released immediately after satisfactory completion of the work.

**EMD-** Earnest money deposit is exempted. However, declaration in the prescribed format to be submitted by the bidder as per Annexure-K in Part B of tender document.

## **7.0 NATURE AND SCOPE OF WORK:**

The scope of work has been detailed under heading “**Scope of Works**” in this document.

## **8.0 LOCATION OF SITE:**

**Indane LPG Bottling Plant, Banhtla, Loni, Ghaziabad-**

## **9.0 ORDER OF PRECEDENCE:**

In case of irreconcilable conflict in non-technical matters between provisions in separate contract documents governing the same aspect, the following shall prevail in order of preference;-

1. Formal contract
2. Acceptance of tender
3. Price schedule annexed to the letter of acceptance
4. Agreed variations annexed to the letter of acceptance
5. Addenda to the tender documents
6. Special Terms and Conditions of Contract
7. Special Instructions to Tenderers
8. General conditions of Contract
9. Instructions to tenderers

A variation or amendment issued after the execution of the formal contract shall take precedence over the formal contract and all other Contract Documents. Notwithstanding the sub divisions of the tender document into several sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so

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**10.0 PRICE VALIDITY, ESCALATION/DE-ESCALATION:**

Once the offer is accepted and agreement executed, the rates shall be valid till the completion of works in all respects except for items specifically covered under escalation /de-escalation.

**11.0 MOBILIZATION ADVANCE:**

No mobilization advance shall be given for this work.

**12.0 MEASUREMENTS FOR WORKS/RECORD MEASUREMENTS/ BILLS:**

12.1 All the payment for quantities certified in the running account/ final bill shall be as per the details recorded in the standard measurement book/ SAP SES of the Corporation and jointly signed by the Contractor/ site engineer of IOC.

12.2 Method of measurement shall be strictly in accordance with the technical specification for this work.

**13.0 SECRECY AGREEMENT:**

CONTRACTOR shall as a part of his obligation sign an agreement for secrecy of the drawings / documents with IOC. CONTRACTOR, hereby, expressly undertake to keep all the drawings/documents as well as other Technical information given in the CONTRACT-DOCUMENT secret and shall not divulge or leak or otherwise cause to be known to the competitors or others having any interest in such process in anyway the contents in any form, shape or method.

13.1 Notwithstanding any other mechanism for dispute resolution provided under the General Conditions of Contract, with a view to a speedy resolution, the Contractor and Owner may at any time endeavor to settle through conciliation a dispute referable for settlement by Conciliation under and in accordance with the Indian Oil Corporation Limited

Conciliation Rules 2014 ( hereinafter referred to the "said Rules" ) as amended from time to time. The said Rules may be downloaded from the owners website at [www.iocl.com](http://www.iocl.com) and if not available, a copy thereof may be obtained from the owner on written request

**14.0 PENALTY CLAUSE IN CASE OF BREACH OF SAFETY:**

The penalty for breach of safety during execution of works shall be levied by the Corporation as below:

14.1.1 Violation of applicable safety, health and environment related norm, a penalty of Rs 5000/- per occasion.

14.1.2 Violation as above resulting in;

- ❑ Any physical injury, a penalty of 0.5% of the contract value (max. of Rs 2 lacs) per injury in addition to Rs 5000/- as mentioned above.
- ❑ Fatal accident, a penalty of 1% of the contract value (max. of Rs 10 lacs) per fatality in addition to Rs 5000/- as mentioned above.

In case of any breach of contract (other than price reduction clause for delayed completion), recovery of requisite **GST** amount at applicable rate over and above the penalty amount shall be done from the contractor's bill.

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#### **15.0 ACCEPTANCE OF WORK ORDER:**

- 15.1** After communication of the Corporation's acceptance of the contractor's tender, if the contractor fails to return the duplicate copy of the work order and agreement duly signed in token of their acceptance within 10 days, the EMD is liable to be forfeited by the Corporation, with or without any further reference to the contractor.
- 15.2** On acceptance of the quotation, the successful contractor will have to execute an agreement with the corporation covering all aspects of the contract in standard form (issued by IOCL), immediately before commencement of the works. The intending tenderers should acquaint themselves with the provisions of standard agreement prior to quoting.
- 15.3** When the party signing the agreement is not the sole proprietor, necessary power of attorney authorizing the person who is acting on behalf of the firm should be produced before execution of the agreement.
- 15.4** If the Contractor does not start the work by the above stated period and if the Corporation is not satisfied with the reason for not starting the work in time or if Contractor refuses to carry out the work due to any other reason, the Corporation can cancel that work order by giving a Registered Notice after the expiry of the specified period as per the order and the same work shall be carried out by any other Contractor at the entire risk and cost of original Contractor.
- 15.5** In the event of such cancellation, the ISD/SD for the subject work, Earnest Money Deposit and/or Permanent Earnest money Deposit will be forfeited and the empanelment of the contractor in all categories shall be cancelled forthwith, without any further intimation to the contractor.
- 15.6** Many works executed may need clearance from an Acceptance Committee formed by Corporation at any stage of the work. Contractor shall render full cooperation and comply with all the observations, instructions of the Committee at no extra cost to IOC

#### **16.0 PAYMENT SCHEDULE:**

- The payment will be released as per schedule of rates attached with this tender document.
- Payment to the bidder/contractor will be made through Electronic Clearing System (ECS)/RTGS or any other mode as decided by the Corporation. For this option Contractor to confirm and submit details of Bank Accounts as per given format along with a cancelled cheque.
  - Final bill shall be released only after successful completion of all the activities and after the Final Acceptance by IOCL for the work in its entirety.
- 17.0** At all places in the GCC enclosed with the tender document, OWNER shall mean INDIAN OIL CORPORATION LIMITED, MARKETING DIVISION, HEAD OFFICE, with its office at G9, Ali Yavar Jung Marg, Bandra (E), Mumbai-400051.

#### **18.0 The bid of the party will also be rejected on the following grounds:**

- i. Tenderer not submitting mandatory documents as per NIT.
- ii. Non-withdrawal of conditions imposed in tender document & conditions imposed during negotiations.
- iii. iv. Tenderer submitting fabricated/ false/ forged documents for the tender.
- v. Tenderer put on holiday list during the pendency of this tender.

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**SPECIAL CLAUSES ON TAXATION (SCT):**

**GST number for IOCL Loni BP is as under –**

| State                | GSTIN           |
|----------------------|-----------------|
| <b>UTTAR PRADESH</b> | 09AAACI1681G1ZN |

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

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| 3 | <p>Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the final product and/or services (applicable to invoices raised on IOCL) within the contractual delivery date /period (including extension approved if any) shall be on IOCL's Account against submission of documentary evidence.</p> <p>Further , in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Seller's / Contractor's Account.</p> <p>Similarly in case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the Contract and the date of execution of activities under the contract, the Contractor shall pass on the benefit of such reduction to IOCL with the view that IOCL shall pay reduced duty/Tax to Govt.</p> |
| 4 | <p>Wherever any escalation / de-escalation linked to raw material price (Basic price excluding taxes) is allowed as per terms of the contract, Variation to the extent related to escalation / de-escalation of value of material shall be allowed without Tax unless specified otherwise.</p>   |
| 5 | <p>It would be the responsibility of the contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice indicating details /elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with IOCL's registration number as applicable for particular supply on all invoices raised on IOCL.</p> <p>Contractor to provide the GSTIN number from where the supply is proposed to be undertaken. Further the HSN Code / Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the</p>   |

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|   | <p>columns provided in the technical bid.</p> <p>In case the contractor is opting for Composition scheme under the GST laws (i.e Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the contractor should confirm the same. Further the contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on IOCL.</p> <p>In case the contractor is falling under Unregistered category, the contractor should confirm the same.</p>  |
| 6 | <p><i>IOCL will be entitled to withheld/recover the amount equivalent to the value of GST charged in tax invoice/debit note to IOCL along with other consequential implications in cases where contractor/supplier defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in GSTN network or non-filing of returns or wrongly charges Integrated Tax in place of Central Tax + State/Union Territory Tax or vice versa or any other non-compliance of GST laws.</i></p> <p><i>The amount so withheld would be paid to contractor/supplier after successful compliance of the defaults, like updation/rectification in subsequent months on GSTN portal, on or before the maximum time stipulated for furnishing (filing) of outward supply return/statement under Section 37(1) of the Central Goods and Services Act, 2017, (CGST) for October of the next FY to which such invoice/debit note pertains.</i></p> <p><i>Such amount would be recovered being reduction in the value of original invoice in case such default in compliance is neither corrected/rectified on or before the time stipulated for furnishing (filing) of outward supply return/statement under Section 37(1) of the Central Goods and Services Act, 2017, (CGST) for October of the next FY to which such invoice/debit note pertains.</i></p> |

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| 7  | Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by IOCL as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.   |
| 8  | The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by IOCL. |
| 9  | <b>Left blank</b>   |
| 10 | In case the contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price.<br><br>In case the contractor is falling under Unregistered category, then GST liability, if any, on IOCL will be included for the purpose of evaluation.  |
| 11 | In case, IOCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost.   |
| 12 | IOCL shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the CGST Act and respective states and Rules.   |
| 13 | To enable IOCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to GST reimbursed by IOCL on materials sold to IOCL.  |

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| 14   | Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.  |
| 15   | Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST / SGST / UTGST/IGST Act, 2017 on supplies of goods or services or both to IOCL , tax will be deducted from the invoice raised and deposited with the authorities by IOCL. TDS certificate as per provisions of CGST / SGST / UTGST/IGST Act, 2017 shall be issued by IOCL.   |
| 16   | <b>CUSTOM DUTY (Certain clauses will not be applicable wherever port clearances are in the scope of IOC and IOC is to take delivery at Port) applicable for Global Tender</b>   |
| 16.1 | Custom Duty for this clause shall mean Basic Custom Duty, Additional Duty of Customs levied under Section 3 of the Customs Tariff Act equivalent to the IGST and Education Cess and Secondary and Higher Secondary Cess, Social Welfare Surcharge (SWS).  |
| 16.2 | <p>The contractor shall within 7 (seven) days of dispatch /shipment of any such materials forward to the owner, the following documents.</p> <ul style="list-style-type: none"> <li>(i) Supplier's /Vendor Invoice indicating item wise price of the materials for the purpose of assessing customs and other Import duties</li> <li>(ii) Bill of lading/Airway Bill</li> <li>(iii) Package wise packing list</li> <li>(iv) Certificate of origin and other relevant documents relating to the identification of the materials.</li> <li>(v) Other relevant documents for the assessment of customs duties and the clearance of goods through Customs.</li> </ul> |

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| 16.3 | The Contractor shall also be fully responsible for Port and Customs clearance including stevedoring, handling, unloading, loading and storage and for satisfying all Port and Customs formalities for the clearance of the goods, including preparation of the BILL(s) of Entry mentioning the applicable GSTIN of IOCL and other documents required for import and or/clearance of the goods. The applicable GSTIN shall be advised by IOCL. The Contractor shall also be fully responsible for any delays, penalties, interest, demurrages, shortages and any other charges and losses, if any in this regard. |
| 16.4 | The Custom Duty payable shall be reimbursed on production of supporting documents or paid directly to the Customs Authority, as the case may be.   |
| 16.5 | IOCL shall pay the CUSTOM DUTY within 1 (one) working day or specified under Customs law, after the day on which the CONTRACTOR furnishes the complete necessary documents including duty requisition slip along with BILL of ENTRY to the IOCL's designated office for release of requisite materials/ equipment from Customs.<br><br>However additional cost on account of delayed payment of Custom duty due to IOCL's fault shall be paid by IOCL.   |
| 16.6 | IOCL will not bear liability towards payment of safeguard duty, Anti Dumping duty, Protective Duty or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by the Government of India under Custom Tariff Act 1975 applicable on such materials in India.  |
| 16.7 | All other costs towards Port and Customs Clearance shall be the contractor's responsibility including appointment and payment to clearing agents and no reimbursement will be made by IOCL except as quoted in the price bid.  |
| 16.8 | The contractor shall provide IOCL with all documents necessary for IOCL to claim Input Tax Credit (ITC) of the IGST levied under Section 3 of the Custom Tariff Act. Should the contractor fail to provide any such document(s) resulting in a shortfall in the ITC available to IOCL, the shortfall shall be made good by the contractor by issuance of suitable credit note to   |

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|           | IOCL. In case the contractor does not issue credit note to IOCL, in such case, IOCL would be constrained to recover the amount along with interest and statutory levy, if any, and such recovery would be without pre-judice to any other mode of recovery from the Running Account or other bills or payments to the Contractor.   |
| 16.9      | The input tax credit available to IOCL will be reduced to arrive at the net Landed cost in the hand of IOCL for evaluating the Bids.  |
| 16.10     | In case the bidder is availing any exemption under the prevailing customs law, then necessary documentary proof for availing the said exemption is required to be submitted. In the event of non-submission of the requisite documents as per the conditions for availing the exemption by the successful bidder, then the additional outflow on account of various taxes and duties will be recovered from the bidder.   |
| 16.11     | The Tariff Head under which the goods will fall should be clearly mentioned along with the Custom Duty Rate at the time of submission of Bid.   |
| <b>17</b> | <b>ROAD PERMIT /WAY BILL</b>  |
| 17.1      | IOCL will issue Road Permit/Way Bill, by whatever name it is called, to the Contractor only in those cases where materials are purchased by IOCL directly and/or IOC is statutorily required to issue the Road permit/Way Bill, by whatever name it is called. Contractor will be under obligation for proper utilization of road permits for the specific supply and in case of seizure of goods/vehicle; the Contractor will be wholly responsible for release and reimburse the litigation cost to IOCL. |
| 17.2      | IOCL shall on no account be responsible for delay or hold up due to the timely non availability of such documents as are required to be furnished by the owner to obtain the Road Permit/Way bill, by whatever name it is called. However, IOCL shall make best efforts to provide sufficient number of Road Permits/way bill, by whatever name it is called. on demand to avoid any delay or Hold up.  |

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| 18   | <b>Works Contract / Composite Supply / Mixed Supply</b>   |
| 18.1 | <p>Works contracts as defined under the GST law includes Contracts for Building, Construction, Fabrication, Completion, Erection, Installation, Fitting out, Improvement, Modification, Repair, Maintenance, Renovation, Alteration or Commissioning of any immovable property wherein transfer of goods is involved in the execution of such contracts.</p> <p>Composite Supply has been defined as supply in which two or more supply of goods or service or both or any combination are naturally bundled and supplied in conjunction with each other in the ordinary course of Business, and then the rate as applicable for principal supply will be applicable on the entire transaction.</p> <p>Mixed supply has been defined as supplies of goods or service or both which are made in conjunction with each other for a single price and which does not constitute a composite supply then the rate as applicable for the highest rate will be applicable.</p> |
|      | <p>In view of the above various definitions under GST law, bidders are required to evaluate the jobs to be undertaken covered under the tender and quote accordingly by taking in to account the nature of Job read with the legal provision.</p> <p>The place of supply in relation to an immovable property shall be the location at which the immovable property is located or intended to be located.</p>   |
| 18.2 | In case, IOCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost. IOCL shall reimburse GST levied as per TAX invoice issued by the Contractor as prescribed under respective GST Acts and Rules. In case the contractor is not permitted to issue Tax Invoice the same should be clearly mentioned in the price Bid.  |
| 18.3 | To enable IOCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to GST reimbursed by IOCL on materials sold to IOCL   |

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| 18.4 | Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period. |
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#### **INCOME TAX:**

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

**17.0** Labour Agreement/PF/ESI requirements shall be adhered to as per the relevant Clauses of GCC.

**18.0** Bill of Quantities is approximate and payment shall be made as per actual certified quantity.

**19.0** IOC reserves the right to appoint third party supervision/ inspection agency for supervision of works on behalf of IOC.

#### **20.0 SECRECY AGREEMENT**

CONTRACTOR shall as a part of his obligation sign an agreement for secrecy of the drawings / documents with IOC. CONTRACTOR, hereby, expressly undertake to keep all the drawings/documents as well as other Technical information given in the CONTRACT-DOCUMENT secret and shall not divulge or leak or otherwise cause to be known to the competitors or others having any interest in such process in anyway the contents in any form, shape or method.

#### **21.0 DELETION OF CLAUSE IN GCC**

Following clauses forming part of the GCC issued along with the tender are deleted:

- a. Clause 2.6.2.0 – General, section 2 of GCC is deleted.
- b. Clause no. 3.0 – Section - Instruction to tenderers of GCC is deleted.
- c. Clause 4.5.1.1 – The clause shall partly be modified. Duration of 30 days shall be read as 20 days.
- d. GCC contains provisions for arbitration and alternate dispute resolution machinery under section-9, which stands deleted. Further, the reference to arbitration and alternative dispute resolution machinery provision contained in any other term & condition in GCC,

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which may be general or special in nature shall also stand deleted to the extent they said contents are applicable to the arbitration provisions.

## **22.0 Dispute Resolution:**

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement, such dispute or difference shall be resolved through arbitration as per the procedure mentioned herein below:

- a) The dispute or difference shall be referred to a Sole Arbitrator.
- b) The arbitration shall be through Institutional Arbitration Forum located at Patna.
- c) The Rules of the above-mentioned Institutional Arbitration Forum shall be applicable to the arbitral proceedings.
- d) The Indian Arbitration and Conciliation Act 1996 and Arbitration and Conciliation (Amendment) Act 2015 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.
- e) The seat of arbitration shall be at Patna.
- f) The proceedings shall be conducted in English language.
- g) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.
- h) The following shall not be referred to arbitration:
  - i) Disputes having financial claims less than Rs. 5 Lakhs.
  - j) Notwithstanding anything contained herein above (except 'h'), upon arising of dispute the parties may agree to refer the same to arbitration of mutually acceptable sole arbitrator including employee of Indian Oil Corporation Ltd.

## **23.0 PENALTY CLAUSE IN CASE OF BREACH OF SAFETY**

The penalty for breach of safety during execution of works shall be levied by the Corporation as below:

- A. Violation of applicable safety, health and environment related norm, a penalty of Rs. 5000/- per occasion.
- B. Violation as above resulting in;
  - Any physical injury, a penalty of 0.5% of the contract value (max. of Rs. 2 Lakhs) per injury in addition to Rs. 5000/- as mentioned above.
  - Fatal accident, a penalty of 1% of the contract value (max. of Rs. 10 Lakhs) per fatality in addition to Rs. 5000/- as mentioned above.

In case of any breach of contract (other than price reduction clause for delayed completion), recovery of requisite GST over and above the penalty amount shall be done from the contractor's bill

## **24.0 SELECTION PROCEDURE:**

The tenderers are advised to submit their offer strictly as per the terms and conditions and specifications contained in the tender document and not put forth conditions/ counter conditions. **Conditional tenders shall be liable for rejection.**

**The tenderers must note that the rates to be quoted should be as specified in price bid documents**

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**25.0 POWER OF ATTORNEY**

Necessary power of attorney authorizing the person who is acting on behalf of the firm should be produced before execution of the agreement.

- 26.0** The labour of the contractor although working in the premises of the IOCL shall always remain the employee of the contractor and by virtue of the labour working in our establishment shall in no way create any employer-employee relationship between such employees and IOCL.

**27.0 PUTTING A PARTY ON HOLIDAY LIST**

("Party" means Bidder/ Licensor/ Tenderer/ Consultant/ Contractor/ Contractor/ Sub-contractor/ sub- contractor/ Sub-consultant)

A Party may be put on holiday list in the event of any one or more of the following:

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 has 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 unauthorized 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 and 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.

- 28.0** If a communication is received from the Administrative Ministry of IOCL to ban a party from dealing with IOCL, the party shall be automatically put on Holiday list.

- 29.0** A complaint book shall be maintained by the successful contractor for lodging of complaints. Suitable penalty shall be levied in case of non compliance with any stipulated standard as per the

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tender conditions and shall be recovered from the RA bill

- 30.0** No separate payment will be made by IOCL for works covered under scope of work or pre-requisites for the contract, until and unless specifically mentioned.
- 31.0** Special conditions of contract will be read in conjunction with the general conditions of contract and all other document forming part of this contract. Notwithstanding the subdivisions of the document into these separate sections, every part of each will be deemed to be supplementary to and complimentary to every other part and will be with and into the document as far as it may be applicable to do so.
- 32.0** Where any portion of the general condition of contract is repugnant to or at variance with any provision of special conditions of contract, the provision of special conditions of contract will be deemed to over ride the provision of general conditions of contract and will be to the extent of such repugnancy of variation prevail.
- 33.0** Clarifications with respect to tender shall be obtained from IOCL.
- 34.0** Any conditional / incomplete offer or failure to follow above instructions shall lead to disqualification. Providing any details of rates offered in the technical commercial bid section will lead to disqualification of the bidder.
- 35.0** **TYPOGRAPHICAL OR CLERICAL ERRORS**  
The Corporation's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.
- 36.0** At all places in the GCC enclosed with the tender document, OWNER shall mean LONI Bottling Plant, INDIAN OIL CORPORATION LIMITED [M.D.], with its HEAD OFFICE, at G9, Ali Yavar Jung Marg, Bandra (E), Mumbai-400051.
- 37.0** Bidders may note the following:
- 1) This tender is a framework agreement and order for supply (work order) of service/material shall be placed from the respective political state/union territory or location (as the case may be) as mentioned in the tender.
  - 2) Bidders are required to confirm the HSN/SAC codes along with the GST rates as sought in the Statement of Credentials.

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### SCOPE OF WORK

The complete tender is for works at LPG Bottling Plant-Loni. The scope of work is to carry out training, implementation and GreenCo certification.

**The scope of work broadly consists of the following main components:**

| S.No. | Activity   | No of tentative visits | No of tentative days | Tentative no of authorised External experts |
|-------|--|------------------------|----------------------|---|
| 1     | Training program on GreenCoRating  | 01                     | 02                   | 01 to 02                                    |
| 2     | Handholding visits / Consultative visits<br>(as per requirement 1 to 2 visits) | 01 to 02               | 01                   | 01  |
| 3     | Final site visit and assessment  | 01                     | 02 to 03             | 02 to 04                                    |
| 4     | Certification and Award of GreenCo Rating                                      | -                      | -                    | -   |
| 5     | Report on opportunities for improvement / Feedback report for the unit         | -                      | -                    | -   |

#### **1.0 GREENCO RATING PROCESS ACTIVITIES**

The implementation of GreenCo Rating System will involve the following activities carried at the facility with the assistance of CII:

- I. **Registration:** The Company applying for GreenCo rating needs to register online through the website **www.greenco.in** or apply through registration form to CII. Company will receive a confirmation from CII Godrej GBC validating the official registration for GreenCo rating. The total cost for the certification is based on the turnover of the unit / plant / facility applying for the rating and is detailed in the payment section of this proposal.
- II. **Launch and advanced training program on GreenCo Rating:** Post Registration, authorized vendor for GreenCo certification will conduct a detailed training program for the unit. The training program will help the team members understand the various concepts and criteria addressed under the GreenCo rating framework. Based on the discussion with the plant team, authorized vendor for GreenCo certification will suggest the gaps and areas for further improvement under the GreenCo parameters.  
The following are the objectives of the training program:
  - a) Formally launch the GreenCo rating program at site, establish roadmap and sensitize the top management team
  - b) Impart training & awareness to the core team members on GreenCo rating criteria
  - c) Share National and Global best practices and case studies on GreenCo areas

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- d) Understand the current practices of the unit
- e) Identify gaps and opportunities for improvement jointly with the plant team

**GreenCo training program shall cover the following eleven modules:**

- i. GreenCo rating introduction & methodology
- ii. Energy Efficiency
- iii. Water Conservation
- iv. Renewable Energy
- v. Greenhouse Gas Emissions
- vi. Waste Management
- vii. Material Conservation, Recycling and Recyclability
- viii. Green Supply Chain
- ix. Product Stewardship
- x. Innovation for Environment
- xi. Green Infrastructure and Ecology

**III. Handholding visits & data collection:** Further to the completion of GreenCo training program, the company has to submit the required data and documents as per the guidelines of the rating. A detailed questionnaire will be provided to the company to understand the data / documentation requirements. Authorized vendor for GreenCo certification will provide the necessary institutional support to the plant team through handholding site visits with the following objectives:

- a) Suggest & guide the team in implementing short term improvement measures
- b) Check & validate the data adequacy under GreenCo guidelines and communicate the gaps to the team
- c) Facilitate by networking with service providers wherever applicable
- d) Provide offline support to the team in data collection
- e) The progress of the rating exercise will also depend upon the speed of data/document submission by the company.

**IV. Final site visit and assessment:** Subsequent to data / document submission to CII, the plant will undergo a site visit assessment for final evaluation. Site visit will be conducted by a team of independent sectorial experts and representatives of CII. The number of assessors will be based on the size of the facility / unit being assessed. The objective of site visit is to validate the data submitted by the company. The assessment team will highlight the company on further opportunities for improvement and the way forward.

**V. Certification and Award of GreenCo Rating:** The assessor team will report their findings to the judges' panel which will review and award the rating to the company. The rating is valid for a period of 3 years and at the end of 3 years the company has to apply for re-certification. In the interim period, if the company feels that they have improved their performance considerably; they can apply for re – assessment.

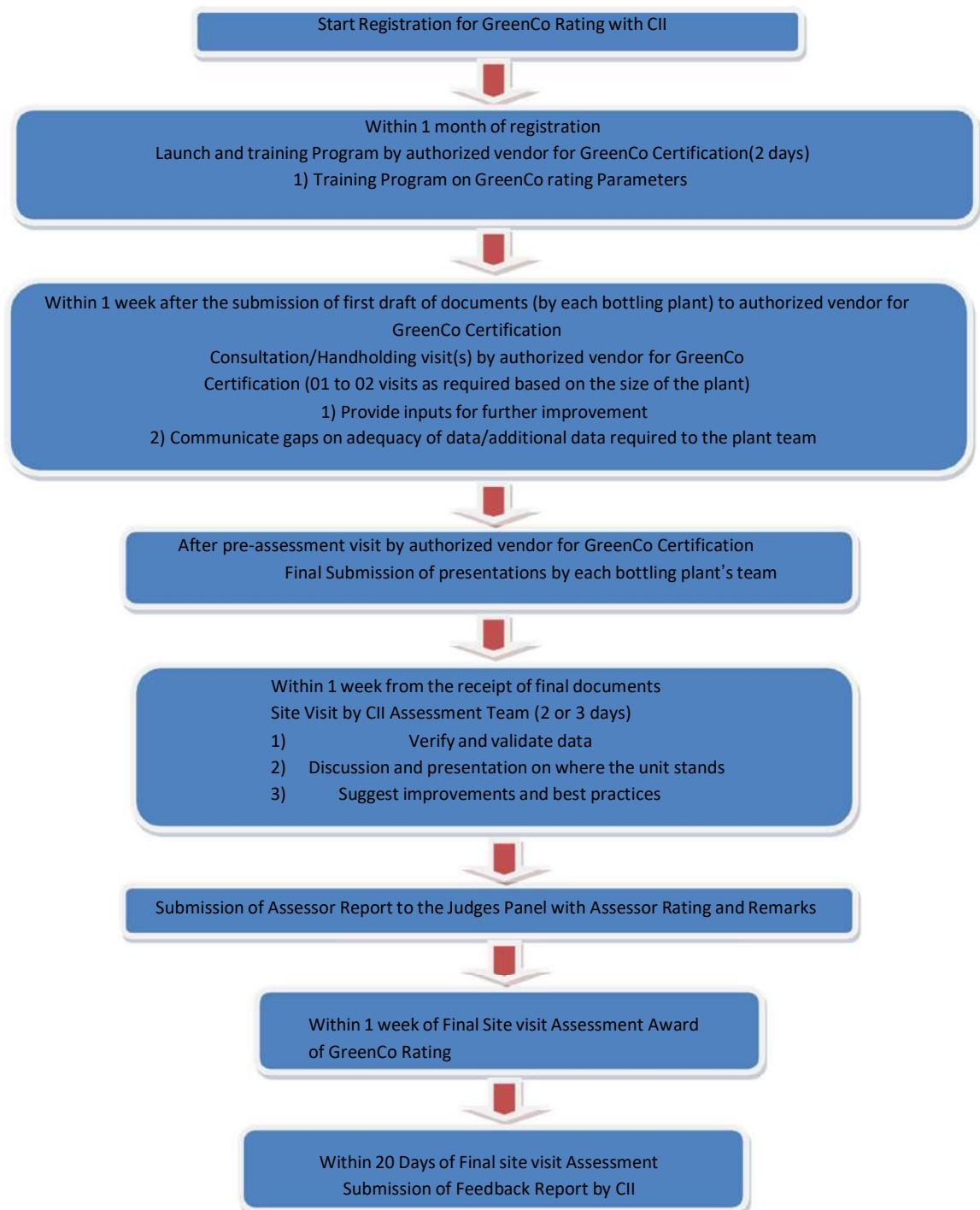
**VI. Feedback report:** Authorized vendor for GreenCo certification will submit a detailed feedback report to the company on the findings of GreenCo rating assessment indicating the current performance, best practices and opportunities for further improvement in green.

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#### ACCESS TO INFORMATION & CONFIDENTIALITY

All the information required for GreenCo rating shall be made available to A u t h o r i s e d v e n d o r f o r GreenCo certification team as and when required in the formats provided. All information collected during the study shall be kept confidential by Authorized vendor for GreenCo certification and the external experts.

#### SUGGESTED TIMELINE OF ACTIVITIES (3 TO 5 MONTHS):



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Contractor under the scope of this bid is not limited to the above works but is bound to execute any other works required for the completion of the project and apart for above activities 2 AnnualSustenance review i.e. 1st Annual Sustenance review Conducted online by CII, one year after the award of rating & 2<sup>nd</sup> Annual Sustenance review Conducted online by CII, two years after the award of rating.

The Green Company Rating System advocates a performance-based approach. The rating system evaluates green features of companies against the following performanceparameters:

1. Energy Efficiency
2. Water Conservation
3. Renewable Energy
4. Greenhouse Gas Emissions
5. Waste Management
6. Material Conservation, Recycling and Recyclability
7. Green Supply Chain
8. Product Stewardship
9. Innovation for Environment
10. Green Infrastructure and Ecology

| S No | GreenCo Parameter                                  | Maximum Points |
|------|--|----------------|
| 1    | Energy Efficiency                                  | 150            |
| 2    | Water Conservation                                 | 100            |
| 3    | Renewable energy                                   | 100            |
| 4    | Green House Gas mitigation                         | 100            |
| 5    | Waste management                                   | 100            |
| 6    | Material Conservation, Recycling and Recyclability | 75             |
| 7    | Green Supply Chain                                 | 75             |
| 8    | Product Stewardship & Life Cycle Aspects           | 50             |
| 9    | Innovation for Environment                         | 50             |
| 10   | Green Infrastructure and Ecology                   | 75             |
|      | <b>Total Points</b>                                | <b>875</b>     |

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**Schedule of Rates**

| SL. NO. | PARTICULARS OF ITEM                          | QTY | UNIT | RATE (Rs.)  | AMOUNT (Rs.)       |
|---------|--|-----|------|-------------|--------------------|
| 1       | GreenCo Rating Registration and training fee | 1   | SU   | 2,00,000.00 | 2,00,000.00        |
| 2       | GreenCO Certification and Assessment fee     | 1   | SU   | 2,00,000.00 | 2,00,000.00        |
| 3       | Travel and Incidental expenses               | 1   | SU   | 1,00,000.00 | 1,00,000.00        |
| 4       | Fee for 1st Online Annual Sustenance review  | 1   | SU   | 20,000.00   | 20,000.00          |
| 5       | Fee for 2nd Online Annual Sustenance review  | 1   | SU   | 20,000.00   | 20,000.00          |
|         |  |     |      | Total       | 5,40,000.00        |
|         |  |     |      | GST@18%     | 97,200.00          |
|         |  |     |      | Sub Total   | <b>6,37,200.00</b> |

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## ***PART-B***

### **GENERAL TERMS & CONDITIONS**

### **OF TENDER** **AND DECLARATIONS**

**MODIFICATION DESCRIPTION**

| Date       | Description  |
|------------|--|
| 03.11.2022 | <b><u>Version 1.0: Rolled Out</u></b><br><i>Compilation of General Terms &amp; Conditions of Tender and Declarations</i>   |
| 16.02.2023 | <b><u>Version 2.0: Updates</u></b><br>1. <i>Electronic/Digital mode of payments related to Earnest Money Deposit and Security Deposit</i><br>2. <i>Revision in Holiday Listing Guideline</i> |

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2. INSTRUCTIONS TO TENDERER AND PARTICULAR CONDITIONS OF CONTRACT
3. REVERSE AUCTION – PROCESS
4. SPECIAL CLAUSES ON TAXATION
5. LIST OF IOCL GST IDENTIFICATION NUMBER (GSTIN)

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- U. BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT
- V. FORM OF CONTRACT

**NOTE: General Conditions of Contract (GCC) / Special Terms and Conditions(STC) to be attached as per requirement / scope of tender.**

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

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

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

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**SECTION - 2**  
**INSTRUCTIONS TO TENDERER AND PARTICULAR CONDITIONS OF CONTRACT**

**1. STUDY OF TENDER DOCUMENTS:**

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

**2. PRE-BID CONFERENCE:**

Bidders are advised that pre-bid meeting shall take place as mentioned in NIT. All bidders intending to raise queries shall do so either through e-mail in editable format to the email id given in the Notice Inviting Tender (NIT) or through seek clarification option on e-tender portal or the representation option on GeM portal before the date and time specified in the NIT. Bidders may please note that Indian Oil Corporation Limited shall not be under any obligation to respond to queries mailed after the date specified above. The replies to queries, if any, shall be published as a consolidated document on the E-Tender portal or as a Corrigendum on the GeM portal and no reply will be sent individually to any bidder.

The bidders are requested to forward consolidated list of exceptions/clarifications/ deviations (if any) to Indian Oil Corporation Limited in soft copy (in the format given below) clearly specifying the tender clause no., page no., subject and the query/clarification sought latest by the due date and time as specified in NIT. Any queries received after the due date and time specified in NIT will not be entertained by Indian Oil Corporation Limited.

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

Any modification of the tender documents, which may become necessary as a result of the pre-bid meeting, shall be sent to all bidders through issuance of an Addendum/Corrigendum/Minutes of Meeting. The same shall be uploaded in website. All costs towards attending any meeting shall be at Tenderer's own expenses.

**3. FILLING OF TENDER DOCUMENTS:**

- 3.1 The tenderer shall quote the rates for all the items in the price bid only.
- 3.2 Tenderer must distinctly understand that they will be strictly required to conform to the conditions of this contract as contained in each of its clauses and the plea of CUSTOM

PREVAILING will not on any account be admitted as an excuse on their part for infringement of any of the conditions.

- 3.3 Tender should be strictly in accordance with specifications and other tender documents.
- 3.4 Any offer which does not comply with the tender conditions or contains counter conditions may be treated as invalid. "Submission of physically signed and scanned or digitally signed single page declaration in Tender Acceptance Format i.e., "Undertaking by the Tenderers" will be considered total acceptance of the terms and conditions of the tender."
- 3.5 The quoted rates shall be valid for a period as specified in the NIT or validity of rates extended by the bidder as per Indian Oil Corporation Limited request.
- 3.6 Tenderer must not resort to unsolicited revision of Price Bid. Any type of unsolicited revision will disqualify the tenderer.
- 3.7 If the successful tenderer, during specified time period, fails to accept the Letter of Acceptance (LOA), work order, placed at his original quoted rates or subsequently negotiated rates, as the case may be, the earnest money deposited shall be forfeited in addition to putting the bidder on Holiday List.
- 3.8 Once the quotation is accepted and the Letter of Acceptance (LOA) / purchase order is placed on the successful tenderer, the validity will remain same till completion of delivery in all respects. No escalation/de-escalation (if applicable) in the cost of materials, labour, transportation shall be entertained at any stage of the contract till the job is completed in all respect except for the cases wherein escalation clause is part of the contract.
- 3.9 Incomplete tenders, conditional tenders or tender not conforming to the terms and conditions prescribed in the tender documents are likely to be rejected.
- 3.10 Tenders not accompanied by the requisite EARNEST MONEY DEPOSIT (EMD) / Bid Security Declaration as applicable for particular tender, will be summarily rejected.
- 3.11 Indian Oil Corporation Limited is not bound to accept the lowest tender and reserves the rights to reject any or every tender or split the order without assigning any reason whatsoever and/or to carry out negotiations with the vendors in the manner considered suitable to Indian Oil Corporation Limited.
- 3.12 Any terms and conditions attached in the vendor's offer will not be binding on Indian Oil Corporation Limited.

#### **4. SUBMISSION OF TENDERS:**

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

#### **5. OPENING OF BIDS:**

- 5.1 Technical bids shall be opened on or after specified date and time mentioned in NIT.

5.2 Price Bid of the technically qualified tenderers shall be opened on specified date and time as advised to the qualified tenderers.

## **6. EARNEST MONEY DEPOSIT:**

### **6.1 Mode of payment of Earnest Money:**

- i) Up to Rs. 1,00,000/-
  - a) Online submission (NEFT/ Net Banking) in case of E-Tenders.
  - b) Online payment through ePayone Portal (Internet Banking / NEFT etc.) - <https://epayone.indianoil.in/home>
- ii) Above Rs. 1,00,000/-
  - a) Online submission (NEFT/ Net Banking) in case of E-Tenders.
  - b) Online payment through ePayone Portal (Internet Banking/NEFT etc.) - <https://epayone.indianoil.in/home>
  - c) Bank Guarantees in prescribed format and valid for period specified in the tender. The validity of the BG in lieu of EMD shall be 02 (two) months beyond the validity of the tender.
- iii) EMD from foreign bidder shall be obtained in the form of online payment through ePayone Portal (INR) or BG (INR/USD). In the case of submission of BG, BG issuing Bank should be inline with the clause no. 8 to Part B (CONDITION(s) FOR BANK GUARANTEE (BG)). The bidder can remit Earnest money by way of SWIFT transfer also (USD). Remittance information should contain name of the Tenderer.
- iv) Earnest Money shall not be accepted in the form of cash / cheques / Demand Draft / Banker's Cheque.

### **6.2 Time period for submission of original BG as EMD in case of E-Tenders:**

In case of Bank Guarantee (BG) for E-Tenders, bidder will upload scanned copy of BG as exemption document. Original BG shall be sent by the bidders / bank to Tender Issuing Authority as mentioned in the tender. Original BG should reach to Tender Issuing Authority as per following schedule:

- a) Single Bid Tenders: Before due date and time of opening of bids.
- b) Two Bid Tenders: Within 7 working days from the date of opening of technical bids.

Note:

- i) For the purpose of receipt of BG, the time recorded in the Receipt / DAK section against receipt shall also be considered as receipt time.
- ii) Only those Physical BG instruments found matching with the copy submitted in the e- portal shall be considered as valid.
- iii) However, bids of bidders who have deposited permanent EMD (if applicable) and have mentioned the same on the portal shall be considered as valid bids.

### **6.3 Forfeiture of EMD:**

Earnest Money shall be liable to be forfeited in the following circumstances:

- i. In case the tender is accepted by Indian Oil Corporation Limited, and the contractor fails to:
  - a) Deposit the amount of initial security deposit and / or
  - b) Fails to execute the contract within the stipulated period and/or

- c) Fails to commence work at job site within 10 (ten) days of handing over the job or anypart thereof to him and/ or
  - d) party backs out after placement of work order.
- ii. In case the tenderer alter / modify / withdraw their bid after submission and within the validity period, the tender submitted by the tenderer shall be liable to be rejected and EMD forfeited.
  - iii. In case of forgery/fraud by the party, EMD is to be forfeited in addition to other penal actions.
  - iv. In case of failure of the bidder to get the documents verified as per the specified time schedule in the tender.

**(For Marketing Head Office Only)**

In case the BG opening bank is sending the BG thru SFMS Mode in addition to the physical BG, thesame can be sent to SBI CAG Branch, Mumbai (IFSC Code: SBIN0009995)

| S. No | Particulars   |  |
|-------|---|--|
| 1.    | Name & Complete Address of the Beneficiary            | Indian Oil Corporation Limited, (Marketing Division), Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra (E), Mumbai-400 051                        |
| 2.    | Name & Address of Beneficiary's Bank with Branch Code | State Bank of India, Corporate Accounts Group (CAG) Branch (09995), Neville House, J.N. Heridia Marg, Ballard Estate, Mumbai – 400 001 Br Code 09995 |
| 3     | STD Code & Phone No. of Bank Branch                   | 022-61542511   |
| 4     | IFSC/NEFT Code(11digit code)                          | SBIN0009995  |

**7. SECURITY DEPOSIT FOR PURCHASE ORDER:**

- 7.1 The security deposit shall be made of Initial Security Deposit (ISD) and retention monies of a sum equal to 3% (Three Percent) of work order value / value of each bill (Exclusive of GST) up to and until the recovery of full security deposit achieved.
- 7.2 The successful tenderer within 10 days of receipt of acceptance of tender issued by owner shall deposit Initial Security Deposit (ISD) in an amount equal to 1% (One percent) of the total work order value (Exclusive of GST) in any of the following modes:
  - i. ONLINE:  
Tenderer may use the link “<https://epayone.indianoil.in/home>” and complete the registration in the ePayOne portal using their SAP vendor code. User guide is available in the ePayone Portal under option “Need Help”. Thereafter, the tenderer is required to make online payment using “New payment Option”.
  - ii. By Bank Guarantee(s) (BG) in the prescribed form, from a Scheduled Bank in India acceptable to IOCL, provided the amount covered by such Bank Guarantee is not less than Rs.1,00,000 (Rupees One Lakh only). This Bank Guarantee shall be valid up to a period of 3 (three) months beyond the end of the Defects Liability period (12 months

after completion of all works). This BG shall be submitted directly by the bankers under their covering letter to the office of the Corporation in a sealed cover.

Balance security deposit will be recovered at the rate of 2% of certified value of work (Exclusive of GST) from incoming running bills till such time entire security deposit is recovered.

- 7.3 The successful tenderer can also deposit the full SD amount through ePayone portal as given in the above clause no. 7.2 (i) or Bank Guarantee (if the amount of SD is higher than Rs. 1 Lakh) initially itself in which case no ISD will be required to be furnished and no deductions shall be made from running bills.
- 7.4 The successful tenderer may, at any time and from time to time, during the course of or after completion of the work, with the permission of Indian Oil Corporation Limited, substitute his cash security deposit, including retention money(ies) deducted from his bills, by Bank Guarantee(s) in the prescribed proforma from a Scheduled Bank in India acceptable to IOCL and withdraw the equivalent cash amount(s), provided the amount covered by any such Bank Guarantee is not less than Rs.1 Lakh (Rupees One Lakh only).
- 7.5 On request from the successful tenderer, switching the option from Online payment to BG and vice versa shall be permitted. Such switch shall be allowed only once during entire contract period. In case the final value of work executed is less than work order value, the contractor can replace the BG of higher value by BG of lower value provided full SD amount as calculated on revised contract value is more than Rs 1 Lakh. Conversely, IOC shall be at liberty to deduct additional security deposit from the successful tenderer's final bill because of increase in value of the work executed. However, the existing BG shall be returned to the Vendor only after getting confirmation from the issuing bank for the new BG as per prescribed procedure.
- 7.6 For delayed works, validity of BG shall be suitably extended, to cover the entire defect liability period, before expiry of scheduled completion period.
- 7.7 The security deposit collected as per the terms & conditions shall be released after a period of 12 months (Defect Liability Period) from the date of completion of works subject to the relevant clauses of the GCC. The SD shall not carry any interest.
- 7.8 Other provision on Security Deposit shall be governed by provisions under Section 2.1.0 of GCC.

#### **8. CONDITION(s) FOR BANK GUARANTEE (BG):**

- 8.1 Bank Guarantee for value up to Rs. 2 (Two) Crore can be accepted if it is issued by an Indian Branch of any Scheduled Bank appearing in the Second Schedule to the RBI Act of 1934.
- 8.2 BG for value above Rs. 2 (Two) Crore can be accepted if it is issued by an Indian Branch of
  - i. Any Nationalized / PSU Bank appearing in the Second Schedule to the RBI Act 1934; or
  - ii. Any Scheduled Bank (other than a Nationalized / PSU Bank) having at least Desired

| <b>Bank</b>              | <b>If the Tenor of BG is more than 1 year, credit rating of</b> | <b>If the Tenor of BG is up to 1 year, credit rating of</b>     |
|--------------------------|---|---|
| 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 Bank   | 'AA' of CRISIL or equivalent                                    | 'A-1+' of CRISIL or equivalent i.e., highest short-term rating. |

- 8.3 As on date, the following are the credit rating agencies approved by SEBI.
- i. CRISIL Limited ([www.crisil.com](http://www.crisil.com))
  - ii. Fitch Ratings India Private Limited ([www.fitchratings.com](http://www.fitchratings.com))
  - iii. ICRA Limited ([www.icra.in](http://www.icra.in))
  - iv. Credit Analysis & Research Ltd. (CARE) ([www.careratings.com](http://www.careratings.com))
  - v. Brickwork Ratings India Private Limited ([www.brickworkratings.in](http://www.brickworkratings.in))
  - vi. SME Rating Agency of India Ltd. (SMERA) ([www.smera.in](http://www.smera.in))
- 8.4 Apart from the above, BG, irrespective of its amount, issued by any other bank including non-scheduled banks, foreign branches of scheduled banks and foreign branches of foreign banks can be accepted provided that such BG is confirmed / counter guaranteed by any bank mentioned above.
- Merely signing or endorsing or forwarding the BG by the scheduled bank does not amount to counter guaranteeing. A proper document executed on non-judicial stamp paper of appropriate value with specific reference to the BG being counter guaranteed is essential.
- 8.5 Bank Guarantee should be submitted as per enclosed proforma in the Tender by the Tenderer.

#### **9. INCOME TAX:**

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

#### **10. VALIDITY OF RATES:**

The quoted rates shall be valid as specified in NIT (including any extensions thereof) from the date of opening of Technical Bid for Indian Oil Corporation Limited's acceptance and for the successful Tenderer, till completion of contract in all respects. No escalation shall be entertained at any stage of the contract.

#### **11. CLARIFICATIONS / NEGOTIATIONS:**

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

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

## **12. EXECUTION OF AGREEMENT:**

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

## **13. POWER OF ATTORNEY:**

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

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

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

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

## **14. COLLUSIVE OR FRAUDULENT TENDERS:**

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

#### **15. LABOUR AGREEMENT:**

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

#### **16. PF REGISTRATION:**

The tenderers shall indicate his/ their PF code number in the Statement of Credentials enclosed with the tender along with PF registration certificate failing which the tender shall be liable to be rejected. The successful tenderers shall abide by all the requirements and submit copies of all registers/ returns etc filed by them before Indian Oil Corporation Limited releases final dues.

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

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

If a Party

- a. has indulged in malpractices such as bribery, corruption, fraud, pilferage, bid rigging/ price rigging, injury to reputation or property of the Corporation, acting dishonestly causing wrongful financial loss to the Corporation or wrongful gain to the Party.
- b. is bankrupt or insolvent or is being dissolved or has resolved to be wound up or proceedings for bankruptcy or liquidation or insolvency resolution process or winding up or dissolution have been initiated.
- c. has submitted fake, false, fabricated or forged documents/ certificates.
- d. has substituted materials in lieu of materials supplied by IOCL or has not returned or has short returned or has unauthorizedly disposed off materials/ documents/ drawings/ tools or plants or equipment supplied by IOCL.
- e. has obtained official company information or copies of documents, in relation to the tender/ contract, by questionable methods/ means.
- f. has violated and circumvented the provisions of laws including labour laws/ regulations/ rules, safety, environment norms or other statutory requirements.
- g. has indulged in construction and erection of defective works or supply of defective materials.
- h. has not cleared IOCL's dues.
- i. has committed Breach of Contract or has failed to perform a contract or has abandoned the contract.
- j. has not accepted Notice of Acceptance/ Letter of Acceptance/ Purchase Order/ Work Order after the same is issued by IOCL within the validity period and/ or as per agreed terms & conditions.
- k. After opening of Bid, the techno-commercially qualified and acceptable bidder withdraws/ revises his bid upwards within the validity period.
- l. has parted with, leaked or provided confidential/ proprietary information of IOCL to any third party without prior consent of IOCL.

- m. if the security consideration, including questions of loyalty of the party to the State so warrants.
- n. if the Director/ Owner of the party, proprietor or partner of the party is convicted by a Court of Law under process of law for offences involving moral turpitude in relation to its business dealings during the last five years.
- o. If the party uses intimidation/ threatening/ coercion or brings undue pressure on IOCL or its official(s) in acceptance/ performances of the job under the contract.
- p. Poor/unsatisfactory performance of the party in one or several contracts.
- q. Transgression of Integrity Pact for which in the opinion of IOCL makes it undesirable to deal with the party.
- r. Based on the findings of the investigation report of any investigative agency, Government Audit, any law enforcement agency or government regulator.
- s. If CBI, or any other investigating agency(ies) recommends such a course along with credible evidence in respect of a case under investigation and if a prima-facie case is made out that the party is guilty of criminal negligence or an offence involving moral turpitude in relation to business dealings which if established may result in business dealing with it being banned.
- t. Any other ground which in the opinion of the Corporation makes it undesirable to deal with the Party.

Note:

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

#### **18. INTEGRITY PACT:**

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

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

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

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

**(This clause is required only if the value of tender is more than Rs 10 crores.)**

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

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

## **20. PREFERENTIAL BIDDING GUIDELINES:**

This tender allows bidders to avail preferential treatment.

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

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

- 21.1 The PP-MII Order 2017 (including amendments) shall be applicable for procurements of Goods, Works and Services.
- 21.2 The applicable definitions shall be as covered under Public Procurement (Preference to Make in India) Order 2017 – Revision dated 16.09.2020 issued by DPIIT.
- 21.3 The supplier classification, margin of purchase preference along with broad allocation, exemption limit for purchases and eligibility of suppliers for different types of procurements shall be as follows:

| <b>S<br/>N</b> | <b>Description</b>  | <b>Details</b>     |
|----------------|---|--------------------|
| <b>1</b>       | <b>Supplier Classification:</b>   |                    |
| a              | Class-I Local supplier  | LC >= 50%          |
| b              | Class-II Local supplier   | LC >=20% < 50%     |
| c              | Non-Local supplier  | LC < 20%           |
| <b>2</b>       | <b>Margin of Purchase preference (PP- MII)</b>  | 20% (i.e., L1+20%) |
| <b>3</b>       | <b>Eligibility of suppliers for different types of procurement:</b><br><br>a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value.<br>b) Only Class-I local supplier and Class-II local supplier shall be eligible to bid in procurements undertaken by procuring entities, except where Global tender enquiry has been issued. In global tender enquiries, Nonlocal suppliers shall also be eligible to bid along with Class-I local suppliers and Class -II local suppliers.<br>c) For the purposes of the PP-MII Order 2017, works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.<br>d) MSE's shall also be eligible to bid in all the above types of procurement. |                    |
| <b>4</b>       | <b>Purchase preference and broad allocation:</b><br><b>A)</b> Subject to the provisions of the PP-MII Order 2017 and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to Class -I local supplier in procurements undertaken by procuring entities as per the eligibility of suppliers for different types of procurement in the manner specified hereunder:<br><br>a) In procurement of goods or works which are divisible in nature, the Class -I local supplier shall get purchase preference over Class-II local supplier as well as non-Local supplier (if eligible to bid) as per the following procedure:   |                    |

| SN | Description  | Details |
|----|--|---------|
|    | <p>i) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is Class -I local supplier, the contract for the full quantity will be awarded to L1.</p> <p>ii) If L1 bidder is not a Class -I local supplier, 50 % of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local supplier will be invited to match the L1 price for the remaining 50 % quantity subject to the Class-I local suppliers quoted price falling within the margin of purchase preference, and contract for that quantity shall be awarded to such Class -I local supplier subject to matching the L1 price. In case such lowest eligible Class -I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class -I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and soon, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.</p> <p>b) In the procurement of goods or works which are not divisible in nature and in the procurement of services where the bid is evaluated on price alone, the Class -I local supplier shall get purchase preference over Class-II local supplier as well as non-Local supplier as per the following procedure:</p> <p>i) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is Class -I local supplier, the contract for the full quantity will be awarded to L1.</p> <p>ii) If L1 bidder is not a Class -I local supplier, the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to the Class-I local suppliers quoted price falling within the margin of purchase preference, and contract shall be awarded to such Class -I local supplier subject to matching the L1 price.</p> <p>iii) In case such lowest eligible Class -I local supplier fails to match the L1 price the Class -I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and contract shall be awarded accordingly. In case none of the Class -I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.</p> <p>c) Class -II local supplier will not get purchase preference in any procurement undertaken by procuring entities.</p> <p>B) Applicability in tenders where contract is to be awarded to multiple bidders:</p> <p>In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the Class- I local supplier shall get purchase preference over Class-II local supplier as well as non-local supplier (if eligible to bid) as per the following procedure:</p> <p>i) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class-I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract should be all and only Class-I local suppliers.</p> <p>ii) In other cases, Class-II local suppliers and non-local suppliers may also participate in the bidding process along with Class-I local suppliers as per the provisions of this order.</p> |         |

| SN | Description   | Details |
|----|---|---------|
|    | <p>iii) If Class-I local suppliers qualify for award of contract for at least 50 % of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However , in case Class -I local suppliers do not qualify for award of contract for at least 50 % of the tendered quantity , purchase preference should be given to the Class-I local supplier over Class-II local suppliers/Non local suppliers provided that their quoted rate falls within 20% margin of purchase preference of the highest quoted bidder considered for award of contract so as to ensure that the Class-I local suppliers taken in totality are considered for award of contract for at least 50 % of the tendered quantity.</p> <p>iv) First purchase preference has to be given to the lowest quoting Class-I local supplier, whose quoted rates fall within 20 % margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting Class-I local supplier does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher Class-I local supplier, falling within 20 % margin of purchase preference, and so on.</p> |         |

#### 21.4 Verification of local content:

- a) The Class-I local supplier/Class-II local supplier at the time of tender, bidding or solicitations shall be required to indicate percentage of local content and provides self -certification that the item offered meets the local content requirement for Class-I local supplier/Class-II local supplier, as the case may be. They shall also give details of the location(s) at which local value addition is made as per the formats given in the tender.
- b) In cases of procurement for a value in excess of Rs 10 crores, the Class-I local supplier/Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content as per the formats given in the tender.
- c) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of GFR for which a bidder or its successors can be debarred for up to two years along with such other actions as may be permissible under law.

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

#### 21.5 Reciprocity Clause:

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

by the Ministry/Department permitting their participation.

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

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

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

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

**(Note: In case the PP- MII Order 2017 is to be concurrently applied with the PPP 2012 in tenders for procurement of Goods and Services, following clauses shall be applicable)**

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

**(Note: As an illustration, two sample scenarios are provided)**

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

**Scenario - A is applicable for tenders (Rs. 1 Crore and above) invited for items where the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition.**

**Only Class-I local supplier & MSEs are eligible to bid**

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

The allocation defined below is based on the assumption that eligible preferential bidders are within the margin of purchase preference and are willing to match the L1 rates.

| Scenario – A (60:40 split) |        |        |        |   |
|----------------------------|--------|--------|--------|---|
| Case                       | L1     | L2     | L3     | Preference for Allocation                   |
| a)                         | MSE    | PP-MII | PP-MII | L1 MSE-60 %, L2 PP-MII-40 %                 |
| b)                         | MSE    | PP-MII | MSE    | L1 MSE-60 %, L2 PP-MII-40 %                 |
| c)                         | MSE    | MSE    | PP-MII | L1 MSE-60 %, L2 MSE-40 %                    |
| d)                         | PP-MII | MSE    | MSE    | L1 PP-MII-60 %, L2 MSE-40 %                 |
| e)                         | PP-MII | PP-MII | MSE    | L1 PP-MII-60 %, L2 PP-MII-15 %, L3 MSE-25 % |
| f)                         | PP-MII | MSE    | PP-MII | L1 PP-MII-60 %, L2 MSE-40 %                 |
| g)                         | MSE    | MSE    | MSE    | L1 MSE-60 %, L2 MSE-40 %                    |
| h)                         | PP-MII | PP-MII | PP-MII | L1 PP-MII-60 %, L2 PP-MII-40 %              |

Following is to be noted:

- The above scenario has been worked out as an example considering combination of 3 preferential bidders in L1, L2 and L3 positions.
- In case of multiple PP-MII and MSE bidders, the following principle shall be followed:
  - L1 shall be considered for allocation of 60 % of the tendered quantity.
  - In case L1 bidder is MSE, then further purchase preference of 25 % shall not be applicable for any other MSE bidder and preference for matching shall be given to all PP-MII within the band (L1+ 20 %) in their order of ranking (except for the situation in c) above). In case no eligible PP-MII bidder matches, then offer for matching shall be to bidder next in hierarchy.
  - In case L1 bidder is PP-MII, then further purchase preference of 50 % shall not be applicable for other PP-MII bidders and preference for matching shall be given to all MSE bidders within the band (L1+ 15 %) in their order of ranking. In case no eligible MSE bidder matches, then offer for matching shall be to bidder next in hierarchy.
- As a general rule, MSE bidder shall get preference over PP-MII bidder.
- PP-MII Bidders mentioned above means Class -I local supplier as defined in the policy.

**Scenario - B (60:40 split) is applicable for tenders (Rs. 1 Crore and above) and excluding tenders invited for items covered in Scenario A.**

**Note: In Domestic tenders, only Class I, Class -II and MSE bidders are eligible to bid while in Global tenders, non-local bidders are additionally eligible to bid.**

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

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

- preferential bidders are within the margin of purchase preference and eligible for preferential treatment and
- bidders are willing to match the L1 rates unless specified otherwise.

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

Following is to be noted:

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

- d) PP-MII Bidders mentioned above means Class -I local supplier as defined in the policy.
- e) NP Bidders mentioned above shall mean:
  - i) Class-II local supplier for domestic tenders (National Competitive bidding) and
  - ii) Class-II local supplier and non-local suppliers for Global tenders

**NOTES:**

- i) PP-MII bidder mentioned above means Class-I Local supplier as defined in the PP-MII Order 2017.
- ii) In case of works, above modality of purchase preference is not applicable for MSE's and MSE bidders shall be treated as a Non preferential bidder.
- iii) In cases of Public Tender for works, if the bidder does not provide declaration against being a Class I or Class II Bidder (even after giving opportunity), the bid shall be rejected as being from a non -eligible bidder. For Global Tenders, if the bidder does not provide declaration against being a Class I Bidder (even after opportunity), the bidder shall be treated as a Non-Local Supplier / Non-Preferential Bidder.
- iv) The above condition shall also be applicable on Tenders against Procurement of Goods and Services other than for MSEs opting to avail benefits under PPP 2012.
- v) In case of procurement of any of the items appearing in the list of items reserved for procurement of from MSEs, only MSE bidders are eligible to bid. Offers of Non-MSE suppliers shall be summarily rejected.
- vi) For availing purchase preference, bidders must update the necessary details in their profile in My Accounts Menu in the e tender (NIC) portal. Bidder who has updated details in bidder profile under any of the preference categories will get option to avail preferential benefit and upload supporting document for availing preferential benefit, based upon the tender provisions regarding applicable preference categories.  
  
Further bidders who do not claim preferential benefit at the designated section of e tender (NIC) portal while participating in the tender, shall not be considered for any preferential benefit in that tender even if supporting document for availing preferential benefit has been submitted along with the tender. In all such cases, bidder shall be treated as a Non preferential bidder for the purpose of availing purchase preference. It may be noted that only preferential bidders (MSEs / PP- MII (Class I) quoting within the applicable purchase preference margins) who have claimed preferential benefit at the designated section of e-tender (NIC) portal and submitted valid documents and are agreeing to match L-1 price shall be considered for purchase preference.
- vii) For Purchase Preference under PPP 2012 in the above listed scenarios, sub allocation between SC/ST and Women MSE shall be done from within the MSE allocation in all cases where MSE is not L1.

**21.8 General Guidelines on Preferential Bidding:**

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

the e-portal (NIC). It may be noted that in tenders where preferential bidding is allowed, Bidders will be able to claim preferential treatment benefit only if they have declared themselves as preferential bidder in their profile.

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

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

- C. It is to be noted that for availing purchase preference, bidders must update the necessary details in their profile in My Accounts Menu in the e tender (NIC) portal. Bidders who have updated details in bidder profile under any of the preferencecategories will get option to avail preferential benefit and upload supporting documentfor availing preferential benefit, based upon the tender provisions regarding applicablepreference categories.
- D. Further bidders who do not claim preferential benefit at the designated section of E-Tender (NIC) portal while participating in the tender, shall not be considered for any preferential benefit in that tender even if supporting document for availing preferential benefit has been submitted along with the tender. In all such cases, bidder shall be treated as a Non preferential bidder for the purpose of availing purchase preference.
- E. It is reiterated that only preferential bidders (MSEs / PP-MII (Class I) quoting within the applicable purchase preference margins) who have claimed preferential benefit at the designated section of e-tender (NIC) portal and submitted valid documents and are agreeing to match L-1 price shall be considered for purchase preference as explained above.

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

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

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

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

**(Note: This is valid for all tenders invited till 31.03.2023)**

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

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

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

## **24. ORIGINAL DOCUMENT VERIFICATION:**

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

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

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

## **25. GROUP COMPANY:**

**Criteria for Holding company / wholly owned subsidiary company/ sister company/JV Company:**

In case a bidder is a group company of another company, either the Turnover / Experience of the bidder or the Turnover / Experience of the Group Company shall be considered for the purpose of Pre-Qualification criteria, subject to the following:

- a) Either the Holding company or any one of its Subsidiaries or the JV company only can participate in the tender.
- b) The arrangement permitting the Bidder to quote and rely upon the Turnover / Experience of

the Group company shall be through an undertaking from the Group company whose Turnover / Experience is considered, submitted with the tender. Such undertaking must be specific for this Tender. The arrangement must provide for continuous support from the Group Company whose Turnover / Experience is considered, covering all aspects till such time this contract (including CAMC) is completed.

- c) Bidder as well as Group Company, whose credentials are being claimed, shall submit an irrevocable undertaking stating therein that both of them i.e., the Bidder as well as its Group Company, shall be jointly and severally liable for due performance of the Contract and the acts done / not done by them (either individually or collectively) in pursuance thereof. The undertaking must be submitted by the bidder along with the bid.
- d) Credentials of group company(s) currently on holiday list by Indian Oil Corporation or its administrative Ministry shall not be accepted.
- e) Definitions:
  - (i) Subsidiary: "subsidiary company" or "subsidiary", in relation to any other company (that is to say the holding company), means a company in which the holding company controls the composition of the Board of Directors; or exercises or controls more than one-half of the total voting power either at its own or together with one or more of its subsidiary companies.
    - ✓ a company shall be deemed to be a subsidiary company of the holding company even if the control, referred to above, is of another subsidiary company of the holding company.
    - ✓ The composition of a company's Board of Directors shall be deemed to be controlled by another company if that other company by exercise of some power exercisable by it at its discretion can appoint or remove all or a majority of the directors.
    - ✓ The word company means a company incorporated under the Companies Act 2013 or under any previous company law and includes a company incorporated outside India.
  - (ii) Joint Venture: "Joint Venture", in relation to another company, means a company in which that other company has a significant influence, but which is not a subsidiary company of the company having such influence.  
 For the purpose of this clause, the expression "significant influence" means control of at least twenty per cent of total voting power. However, MOU and consortium arrangements shall not be considered i.e., the JV company should be a separate legal entity.
  - (iii) Group Company: A group company in relation to any other company (i.e., the bidder company) means a company having common holding company as the bidder i.e., both the bidder and the said group companies are subsidiary company of the same holding company.  
 Group companies can either be Parent/ Holding company, Direct subsidiary or Indirect subsidiaries or incorporated Joint Ventures (JVs).  
 In case of partnership firms, the term Group company would extend to registered partnership firms having common partners as the bidder subject to partnership stake of over 50 % among the common partners.
- f) Documents as required to establish Group Company (parent / subsidiary / JV) relationship shall be submitted with bid.
- g) Usage of credentials of Group Company shall be restricted to technical, similar work, turnover, capability and commitment criteria. Same shall not be applicable on other commercial qualification criteria.

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

- 26.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Copy of the registration certificate is to be submitted along with the bid.
- 26.2 The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 26.3 Registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.
- 26.4 However, the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in developmental projects may participate in this tender and they shall not require any separate registration for the participation.
- 26.5 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
- 26.6 Bidder from a country which shares a land border with India for the purpose of this Order means
- i. Any entity incorporated, established or registered in such a country; or
  - ii. A subsidiary of an entity incorporated, established or registered in such a country; or
  - iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
  - iv. An entity whose "beneficial owner" is situated in such a country; or
  - v. An Indian (or other) agent of such an entity; or
  - vi. A natural person who is a citizen of such a country; or
  - vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- 26.7 "Beneficial Owner" in the above paragraph will be as under:
- i. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means

Explanation –

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty five percent of shares or capital or profits of the company.
- b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their

shareholding or management rights or shareholders agreements or voting agreements.

- ii. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

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

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

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

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

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

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

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

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

## **29. SUMMARILY REJECTION:**

Bid shall be summarily rejected in case of:

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

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

### **30. OTHERS:**

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

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

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

**(This section is to be used only if RA is applicable)**

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

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

- a) In case of tenders without preferential bidding:  
If there are more than three (3) techno-commercially acceptable bids, bidder having highest quote (H1 bidder) will be rejected.
- b) In case of tenders with preferential bidding and if there are more than three (3) techno-commercially accepted bidders:
  - i. H1 bidder will be rejected if he is a non-preferential bidder.
  - ii. In case if H1 bidder is a preferential bidder, H1 bidder will be rejected if his quote is beyond the defined tolerance limit of L1 price as per his preferential category.
- c) In case of more than one H1 bidders (H1 tie), latest bid received (bidder whose bid is received at the last) out of all H1 bidders will be rejected as per provisions mentioned above.
- d) In case of multi-lot auction, Lot-wise H1 bidder will be disqualified as per the provision mentioned above.
- e) An intimation by mail/SMS shall be provided to the eligible bidders for Reverse Auction.

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

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

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

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

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

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

## Reverse Auction - Process

### Live Auctioning

**(This section is to be used only if RA is applicable)**

After auction has been published on E-Tendering Portal, system will make the tender available to the bidder from scheduled auction start date & time (as defined in auction basic details) onwards for live auction. Live auction process has been described below from department user's as well as bidder's view along with various screens.

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

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

The screenshot shows a web interface titled "AUCTION LIST". Below the title is a tab labeled "My Auctions". Under this tab, there is a search section with two input fields: "Tender ID" and "Tender Title", followed by "Clear" and "Search" buttons. Below the search section is a table titled "My Auctions".

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

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

| <b>Basic Details</b>           |                         |
|--------------------------------|-------------------------|
| <b>Organisation Chain</b>      | COIS Gurgaon  Materials |
| <b>Tender Reference Number</b> | Reverse Auction         |
| <b>Tender ID</b>               | 2015_COIS_1209_4        |
| <b>Tender Title</b>            | Test RA 04              |

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

| <b>Auction Properties</b>               |    |
|---|----|
| <b>Elapse Time in Minutes :</b>         | 5  |
| <b>Auto Extension Time in Minutes :</b> | 5  |
| <b>Maximum Seal Percentage :</b>        | 25 |

| <b>Eligible Bidder Details</b> |                    |
|--------------------------------|--------------------|
| <b>S.No</b>                    | <b>Bidder Name</b> |

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

**Live Auctions**

**Search**


Tender ID

Tender Title

Clear

Search

**Live Auction-Single Item**

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

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


**AUCTION SUBMIT**

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

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

My Auction Price: Rs.  

**Back** **Submit**

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


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

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

**AUCTION SUBMIT**

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

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

My Auction Price: Rs.  

**Back** **Submit**

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

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

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

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

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

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

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

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

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**SECTION - 4**  
**SPECIAL CLAUSES ON TAXATION (SCT)**

The following clauses are relevant for tenders for works contract under GST Law:

| <b>Clause No.</b> | <b>Description</b>  |
|-------------------|---|
|                   | <b>DEFINITIONS</b>  |
| 1                 | Contractual period / Work Completion Period /Contractual Delivery Date / Contractual Completion Period shall mean the Scheduled Delivery / Completion Period as mentioned in the LOA (Letter of Acceptance) or Purchase Order or Work Order and shall also include approved extensions, if any.   |
|                   | <b>GENERAL</b>  |
| 1                 | Where any portion of the GCC/any other section of tender, is repugnant to or at variance with any provision of the Standard Taxation Condition (STC), then the provision of the STC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.   |
| 2                 | For the purpose of this STC, the term "tax" in addition to tax imposed under CGST (Central Tax)/SGST (State Tax)/IGST (Integrated Tax)/UTGST (Union Territory Tax)/ GST Compensation Cess Acts, also includes any duties, cess or statutory levies levied by central or state authorities.  |
| 3                 | <p>Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the final product and/or services (applicable to invoices raised on IOCL) within the contractual delivery date /period (including extension approved if any) shall be on IOCL's Account against submission of documentary evidence.</p> <p>Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Seller's / Contractor's Account.</p> <p>Similarly in case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the Contract and the date of execution of activities under the contract, the Contractor shall pass on the benefit of such reduction to IOCL with the view that IOCL shall pay reduced duty/Tax to Govt.</p> |
| 4                 | Wherever any escalation / de-escalation linked to raw material price (Basic price excluding taxes) is allowed as per terms of the contract, Variation to the extent related to escalation / de-escalation of value of material shall be allowed without Tax unless specified otherwise.   |

|    |   |
|----|---|
| 5  | <p>It would be the responsibility of the contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice indicating details /elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with IOCL's registration number as applicable for particular supply on all invoices raised on IOCL.</p> <p>Contractor to provide the GSTIN number from where the supply is proposed to be undertaken. Further the HSN Code / Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns provided in the technical bid.</p> |
|    | <p>In case the contractor is opting for Composition scheme under the GST laws (i.e., Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the contractor should confirm the same. Further the contractor to confirm the issuance of Bill of Supply while submission of tender documents and noGST will be charged on IOCL.</p> <p>In case the contractor is falling under Unregistered category, the contractor should confirm the same.</p>   |
| 6  | <p>The contractor would be liable to reimburse or make good of any loss/claim by IOCL towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non-updation of the data in GSTIN network or non-filling of returns or non-compliance of tax laws by the Contractor by issuance of suitable credit note to IOCL. In case, contractor does not issue credit note to IOCL, IOCL would be constrained to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery.</p>  |
| 7  | <p>Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by IOCL as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.</p>  |
| 8  | <p>The contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by IOCL.</p>  |
| 9  | <p>In case, IOCL's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e., payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by IOCL by issuance of suitable credit note to IOCL. In case, contractor does not issue credit note to IOCL, IOCL would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.</p>  |
| 10 | <p>In case the contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price.</p> <p>In case the contractor is falling under Unregistered category, then GST liability, if any, on IOCL will be included for the purpose of evaluation.</p>   |

|           |  |
|-----------|--|
| 11        | In case, IOCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost.  |
| 12        | IOCL shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the CGST Act and respective states and Rules.  |
| 13        | To enable IOCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to GST reimbursed by IOCL on materials sold to IOCL.   |
| 14        | Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase   |
|           | /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.  |
| <b>15</b> | <b>CUSTOM DUTY (These clauses will not be applicable wherever port clearances are in the scope of IOC and IOC is to take delivery at Port) applicable for Global Tender</b>  |
| 15.1      | Custom Duty for this clause shall mean Basic Custom Duty, Additional Duty of Customs levied under Section 3 of the Customs Tariff Act equivalent to the IGST and Education Cess and Secondary and Higher Secondary Cess.   |
| 15.2      | <p>The contractor shall within 7 (seven) days of dispatch /shipment of any such materials forward to the owner, the following documents.</p> <p>Supplier's /Vendor Invoice indicating item wise price of the materials for the purpose of assessing customs and other Import duties.</p> <p>Bill of lading/Airway Bill.</p> <p>Package wise packing list.</p> <p>Certificate of origin and other relevant documents relating to the identification of the materials.</p> <p>Other relevant documents for the assessment of customs duties and the clearance of goods through Customs.</p>                        |
| 15.3      | The Contractor shall also be fully responsible for Port and Customs clearance including stevedoring, handling, unloading, loading and storage and for satisfying all Port and Customs formalities for the clearance of the goods, including preparation of the BILL(s) of Entry mentioning the applicable GSTIN of IOCL and other documents required for import and or/clearance of the goods. The applicable GSTIN shall be advised by IOCL. The Contractor shall also be fully responsible for any delays, penalties, interest, demurrages, shortages and any other charges and losses, if any in this regard. |
| 15.4      | The Custom Duty payable shall be reimbursed on production of supporting documents or paid directly to the Customs Authority, as the case may be.   |
| 15.5      | <p>IOCL shall pay the CUSTOM DUTY within 1 (one) working day or specified under Customs law, after the day on which the CONTRACTOR furnishes the complete necessary documents including duty requisition slip along with BILL of ENTRY to the IOCL's designated office for release of requisite materials/ equipment from Customs.</p> <p>However additional cost on account of delayed payment of Custom duty due to IOCL's fault shall be paid by IOCL.</p>  |

|           |  |
|-----------|--|
| 15.6      | IOCL will not bear liability towards payment of safeguard duty, Anti-Dumping duty, Protective Duty or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by the Government of India under Custom Tariff Act 1975 applicable on such materials in India.  |
| 15.7      | All other costs towards Port and Customs Clearance shall be the contractor's responsibility including appointment and payment to clearing agents and no reimbursement will be made by IOCL except as quoted in the price bid.  |
| 15.8      | The contractor shall provide IOCL with all documents necessary for IOCL to claim Input Tax Credit (ITC) of the IGST levied under Section 3 of the Custom Tariff Act. Should the contractor fail to provide any such document(s) resulting in a shortfall in the ITC available to IOCL, the shortfall shall be made good by the contractor by issuance of suitable credit note to IOCL. In case the contractor does not issue creditnote to IOCL, in such case, IOCL would be constrained to recover the amount alongwith interest and statutory levy, if any, and such recovery would be without pre-judice to any other mode of recovery from the Running Account or other bills or payments to the Contractor. |
| 15.9      | The input tax credit available to IOCL will be reduced to arrive at the net Landedcost in the hand of IOCL for evaluating the Bids.  |
| 15.10     | In case the bidder is availing any exemption under the prevailing customs law, then necessary documentary proof for availing the said exemption is required to be submitted. In the event of non-submission of the requisite documents as per the conditions for availing the exemption by the successful bidder, then the additional outflow on account of various taxes and duties will be recovered from the bidder.  |
| 15.11     | The Tariff Head under which the goods will fall should be clearly mentioned alongwith the Custom Duty Rate at the time of submission of Bid.   |
| <b>16</b> | <b>ROAD PERMIT /WAYBILL</b>  |
| 16.1      | IOCL will issue Road Permit/Waybill, by whatever name it is called, to the Contractor only in those cases where materials is purchased by IOCL directly and/or IOC is statutorily required to issue the Road permit/Way Bill, by whatever name it is called. Contractor will be under obligation for proper utilization of road permits for the specific supply and in case of seizure of goods/vehicle; the Contractor will be wholly responsible for release and reimburse the litigation cost to IOCL.  |
| 16.2      | IOCL shall on no account be responsible for delay or hold up due to the timely non availability of such documents as are required to be furnished by the owner to obtain the Road Permit/Waybill, by whatever name it is called. However, IOCL shall make best efforts to provide sufficient number of Road Permits/waybill, by whatever name it is called. on demand to avoid any delay or hold up.   |
| <b>17</b> | <b>Works Contract / Composite Supply / Mixed Supply</b>  |

|           |   |
|-----------|---|
| 17.1      | <p>Works contracts as defined under the GST law includes Contracts for Building, Construction, Fabrication, Completion, Erection, Installation, fitting out, Improvement, Modification, Repair, Maintenance, Renovation, Alteration or Commissioning of any immovable property wherein transfer of goods is involved in the execution of such contracts.</p> <p>Composite Supply has been defined as supply in which two or more supply of goods or service or both or any combination are naturally bundled and supplied in conjunction with each other in the ordinary course of Business, and then the rate as applicable for principal supply will be applicable on the entire transaction.</p> <p>Mixed supply has been defined as supplies of goods or service or both which are made in conjunction with each other for a single price and which does not constitute a composite supply then the rate as applicable for the highest rate will be applicable.</p> |
|           | <p>In view of the above various definitions under GST law, bidders are required to evaluate the jobs to be undertaken covered under the tender and quote accordingly by taking into account the nature of Job read with the legal provision.</p>  |
| 17.2      | <p>The place of supply in relation to an immovable property shall be the location at which the immovable property is located or intended to be located. Hence the bidders have to seek registration at the locations where the work is intended to be carried out.</p>  |
| 17.3      | <p>In case, IOCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost. IOCL shall reimburse GST levied as per TAX invoice issued by the Contractor as prescribed under respective GST Acts and Rules. In case the contractor is not permitted to issue Tax Invoice the same should be clearly mentioned in the price Bid.</p>   |
| 17.4      | <p>To enable IOCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to VAT reimbursed by IOCL on materials sold to IOCL</p>  |
| 17.5      | <p>Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase/decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.</p>  |
| <b>18</b> | <b>INCOME TAX</b>   |

|  |   |
|--|---|
|  | <p><b><u>Resident Bidders:</u></b></p> <ul style="list-style-type: none"> <li>a) The contractor shall be exclusively responsible and liable to pay Taxes on Income arising out of payment made out of the contract.</li> <li>b) Wherever withholding tax i.e., Tax deduction at source (TDS) is applicable under the Income tax Act, 1961 the same will be deducted from the Invoices raised and TDS Certificate as per provision of the Income tax Act and Rules shall be issued to the contractor.</li> <li>c) PAN is mandatory. If PAN is not provided TDS would be deducted at higher rate as per the provisions of Income Tax Act.</li> </ul> <p><b><u>Non-Resident Bidder:</u></b></p> <ul style="list-style-type: none"> <li>a) Notwithstanding anything mentioned in the contract, Letter of Acceptance, BID Documents or any correspondences, following clauses shall be applicable with respect to Indian Income Tax including withholding tax.</li> <li>b) The CONTRACTOR shall be exclusively responsible and liable to pay all income taxes on any payments arising out of the Contract, whether payable in India or outside India.</li> <li>c) Any payment to non-resident or its permanent establishment (PE) in India which is chargeable to tax in India attracts withholding tax in India under Income Tax Act, 1961 shall be subject to provisions of Double Taxation Avoidance Agreement (DTAA) wherever applicable, for withholding tax purposes only.</li> <li>d) Contractor shall not include withholding tax / tax deductible at source in its quoted price. Withholding tax as applicable as per Indian Income Tax Act read</li> </ul> |
|  | <p>with respective Double Taxation Avoidance Agreements (DTAA) will be borne by IOCL.</p> <ul style="list-style-type: none"> <li>e) Notwithstanding Clause "3" above, where Contractor intends to obtain a Certificate of Lower or NIL Withholding Tax/Tax deductible at source in terms of provisions of Indian Income Tax Act, 1961 and rules made thereunder, withholding tax/Tax deductible at source will be deducted from amount payable under the contract as per Certificate issued by tax authorities under Income Tax Act, 1961 and rules made thereunder.</li> <li>f) In all cases whether Withholding tax/Tax deductible at source is borne by IOCL as described in Clause "4" above or deducted from amount payable as per contract as described in Clause "5" above, Certificate of Withholding tax/Tax deducted at source will be provided by IOCL enabling contractor to claim credit of the same in their country of residence.</li> <li>g) To facilitate benefits of DTAA, Contractor shall provide copy of: <ul style="list-style-type: none"> <li>i. Tax Residence Certificate (TRC),</li> <li>ii. Form 10F as described in Rule 21AB of Income Tax Rules, 1962,</li> <li>iii. NO PERMANENT ESTABLISHMENT CERTIFICATE (NO PE) as may be required,</li> <li>iv. Permanent Account Number (PAN), if available or</li> <li>v. Declaration in lieu of PAN as per Rule 37BC of Income Tax Rules, 1962.</li> <li>vi. Any other document(s) which might be required to enable IOCL to apply Lower OR NIL rate of withholding tax.</li> </ul> </li> </ul>   |

|           |  |
|-----------|--|
| <b>19</b> | Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST / SGST / UTGST/IGST Act ,2017 on supplies of goods or services or both to IOCL, tax will be deducted from the invoice raised and deposited with the authorities by IOCL. TDS certificate as per provisions of CGST / SGST / UTGST/IGST Act, 2017 shall be issued by IOCL. |
|-----------|--|

#### **INCOME TAX:**

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

\*\*\*\*\*

**SECTION - 5**  
**LIST OF GST IDENTIFICATION NUMBER (GSTIN)**

| State      | States            | GSTIN               |
|------------|-------------------|---------------------|
| PSO        | Jammu and Kashmir | 01AAACI1681G2Z<br>2 |
| PSO        | Himachal Pradesh  | 02AAACI1681G3Z<br>Z |
| PSO        | Punjab            | 03AAACI1681G1Z<br>Z |
| PSO        | Chandigarh        | 04AAACI1681G1Z<br>X |
| UPSO II    | Uttarakhand       | 05AAACI1681G1Z<br>V |
| DSO        | Haryana           | 06AAACI1681G1Z<br>T |
| DSO        | Delhi             | 07AAACI1681G1Z<br>R |
| RSO        | Rajasthan         | 08AAACI1681G2Z<br>O |
| UPSO I     | Uttar Pradesh     | 09AAACI1681G1Z<br>N |
| BSO        | Bihar             | 10AAACI1681G1Z<br>4 |
| WBSO       | Sikkim            | 11AAACI1681G1Z<br>2 |
| IOC<br>AOD | Arunachal Pradesh | 12AAACI1681G1Z<br>0 |
| IOC<br>AOD | Nagaland          | 13AAACI1681G1Z<br>Y |
| IOC<br>AOD | Manipur           | 14AAACI1681G2Z<br>V |
| IOC<br>AOD | Mizoram           | 15AAACI1681G1Z<br>U |
| IOC<br>AOD | Tripura           | 16AAACI1681G1Z<br>S |
| IOC<br>AOD | Meghalaya         | 17AAACI1681G1Z<br>Q |
| IOC<br>AOD | Assam             | 18AAACI1681G1Z<br>O |
| WBSO       | West Bengal       | 19AAACI1681G1Z<br>M |
| BSO        | Jharkhand         | 20AAACI1681G3Z<br>1 |
| OSO        | Odisha            | 21AAACI1681G1Z<br>1 |
| MPSO       | Chhattisgarh      | 22AAACI1681G1Z<br>Z |

|              |                              |                     |
|--------------|------------------------------|---------------------|
| <b>MPSO</b>  | Madhya Pradesh               | 23AAACI1681G1Z<br>X |
| <b>GSO</b>   | Gujarat                      | 24AAACI1681G1Z<br>V |
| <b>GSO</b>   | Daman and Diu                | 25AAACI1681G1Z<br>T |
| <b>GSO</b>   | Dadra Nagar Haveli           | 26AAACI1681G1Z<br>R |
| <b>MSO</b>   | Maharashtra                  | 27AAACI1681G1Z<br>P |
| <b>KASO</b>  | Karnataka                    | 29AAACI1681G1Z<br>L |
| <b>MSO</b>   | Goa                          | 30AAACI1681G1Z<br>2 |
| <b>KESO</b>  | Kerala                       | 32AAACI1681G1Z<br>Y |
| <b>TNSO</b>  | Tamil Nadu                   | 33AAACI1681G1Z<br>W |
| <b>TNSO</b>  | Puducherry                   | 34AAACI1681G1Z<br>U |
| <b>WBSO</b>  | Andaman Nicobar Island<br>UT | 35AAACI1681G1Z<br>S |
| <b>TAPSO</b> | Telangana                    | 36AAACI1681G1Z<br>Q |
| <b>TAPSO</b> | Andhra Pradesh               | 37AAACI1681G2Z<br>N |

**ANNEXURE-A**

**UNDERTAKING BY THE TENDERER(S)**

NAME OF  
WORK:

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

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

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

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

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

**Name of Tenderer(s)**

**Date:**

**Place:**

**Seal & Signature of Tenderer**

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

**[To be submitted in Bid Documents]**

Tender No.: .....

Bidder Name: .....

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

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

OR

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

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

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

Place:     Signature of the Bidder

Date:     Name of Signatory

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

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

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

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

**b. Model Certificate for Tenders:**

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

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

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

**d. 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 fulfills all requirements in this regard and is eligible to be considered for procurement on GeM. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).

Details of Vendor's authorized representative

Signature:

Name:

Stamp:

**PROFORMA OF TENDER NOT TAMPERED**

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

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

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

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

Tenderer's Signature &

SealDate:

Place:

Witness:

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

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

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

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

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

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

Place: \_\_\_\_\_ Signature of Bidder:

Date: \_\_\_\_\_ Name of Signatory:

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

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

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

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

Place: \_\_\_\_\_ Signature of Bidder:

Date: \_\_\_\_\_ Name of Signatory:

**In the case of Company:**

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

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

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

Place:

Signature of Bidder:

Date:

Name of Signatory:

**In the case of Consortium:**

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

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

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

Place:

Signature of Bidder:

Date:

Name of Signatory:

**ANNEXURE-F****DETAILS ON RELATIONSHIP WITH IOCL'S DIRECTORS ETC.**

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

| <b>ORGANIZATIONAL<br/>STRUCTURE</b> | <b>PART OF THE FORM<br/>APPLICABLE</b> |
|-------------------------------------|--|
| SOLE TRADER                         | PART A                                 |
| PARTNERSHIP                         | PART B                                 |
| COMPANY PRIVATE/PUBLIC<br>LTD       | PART C                                 |
| DECLARATION                         | PART D                                 |

**PART A****(APPLICABLE WHERE THE TENDERER IS A SOLE PROPRIETOR)**

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

\*Strike out whichever is not applicable

**PLACE**

**DATE**

**TENDERER'S SIGNATURE & SEAL**

## **PART B**

**(APPLICABLE WHERE THE TENDERER IS A PARTNERSHIP FIRM)**

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

\*Strike out whichever is not applicable

**PLACE**

**DATE**

**TENDERER'S SIGNATURE & SEAL**

### **PART C**

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

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

\*Strike out whichever is not applicable

**PLACE**

**DATE**

**TENDERER'S SIGNATURE & SEAL**

## **PART D**

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

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

**PLACE**

**DATE**

**TENDERER'S SIGNATURE & SEAL**

**NB**

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

### **INDIAN OIL CORPORATION LIMITED - LIST OF DIRECTORS**

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

**UNDERTAKING FOR BUSINESS TRANSACTION STATUS OF BIDDERS**  
 (To be submitted along with bid documents on Letterhead of bidder, duly signed)

|                         |  |
|-------------------------|--|
| <b>Name of the Work</b> |  |
| <b>Tender No.</b>       |  |
| <b>E-Tender ID</b>      |  |

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

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

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

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

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

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

(Note: Strikeout above whichever is not applicable.)

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

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

Place:

Signature of bidder

Date:

## ANNEXURE-H

### PARTICULARS OF BIDDER FIRM

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

|                         |  |  |  |  |  |
|-------------------------|--|--|--|--|--|
| <b>Name of the Work</b> |  |  |  |  |  |
| <b>Tender No.</b>       |  |  |  |  |  |
| <b>E-Tender ID</b>      |  |  |  |  |  |

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

**ANNEXURE-I****UNDERTAKING ON NO MULTIPLE BIDDING**

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

|                         |  |
|-------------------------|--|
| <b>Name of the Work</b> |  |
| <b>Tender No.</b>       |  |
| <b>E-Tender ID</b>      |  |

I/ We, the authorized signatory of bidder M/s.

.....  
participating in the subject Tender Ref. No. .... for the job of

....., do hereby

declare:

- (i) I/We have not submitted multiple bids. i.e., more than 1 bid either individually or in any combination of person (individual capacity, proprietor, affiliates, partnership, association of persons, Company, etc.).
- (ii) I/We am aware that, in case found that such multiple bids are submitted, all such bids are liable for rejection.

Place:

Signature of bidder:

Date:

## ANNEXURE-J

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

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

#### Note:

While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall generally be as under:

1. MSE bidder (PPP-2012)
2. PP- MII Order 2017

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

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

**Bidder's signature:**

**UNDERTAKING (to be submitted by Bidder) – Bid Stage**

(Where the total tender value is **less than INR 10 Crore**)

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

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

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

|  |
|--|
|  |
|--|
  - c. LC < 20%: 

|  |
|--|
|  |
|--|

**(Tick whichever is applicable.)**

5. Details of location(s) where the local value addition is made:
6. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

(Authorized signatory of Bidder)

Note:

1. This undertaking shall be certified by the authorized signatory of the bidder. Authorised signatory shall mean
  - a) The Proprietor in case of a proprietorship firm.
  - b) Any one of the partners having POA in case of a partnership firm.
  - c) Power of Attorney holder in case of a company.
2. Preference is applicable only for suppliers claiming minimum 50 % Local Content.

**UNDERTAKING (to be submitted by Bidder) – Bid Stage**

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

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

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

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

|  |
|--|
|  |
|--|
  - c. LC < 20%: 

|  |
|--|
|  |
|--|

**(Tick whichever is applicable.)**

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

(Authorized signatory of Bidder)

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

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

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

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

- a. Minimum 50%: 

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

|  |
|--|
|  |
|--|
- c. LC < 20%: 

|  |
|--|
|  |
|--|

**(Tick whichever is applicable.)**

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

Note:

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

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

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

**(On Company Letterhead)**

**NON-GEM TENDERS**

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

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

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

OR

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

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

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

**Name of authorized signatory**

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

**(On Company**

**Letterhead)GEM**

**TENDERS**

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

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

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

OR

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

then I / We could be suspended from being eligible for bidding / award of all future tender(s) for a period as applicable per the Incident Management Policy of GeM.

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

**Name of authorized signatory**

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

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

Detail of MSME Certificate:

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

Place:

Signature of Authorized Signatory:

Date:

Name:

Seal:

Designation:

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

**इंडियन ऑयल कॉर्पोरेशन लिमिटेड**  
**प्रधान कार्यालय**

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

**Indian Oil Corporation Limited**  
**Head Office**

'IndianOil Bhavan' G-9, Ali Yavar Jung Marg,  
Bandra (East), Mumbai - 400 051.  
Phone : 022-2644 7000



Ref:  
To, .....

Date:

Dear Sir,

Declaration by Indian Oil Corporation Limited

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

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

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

Yours faithfully,  
For and on behalf of IndianOil Corporation Limited

(Authorized Signatory)

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

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

## **INTEGRITY PACT AGREEMENT**

**Covering Letter required to be signed and submitted by the tenderer along with the Bid.**

Ref:

Dated:

To

Indian Oil Corporation Limited

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Sub: Submission of Offer for Tender No. \_\_\_\_\_ for \_\_\_\_\_.

Dear Sir,

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

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

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

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

Yours faithfully,

(Duly authorized Signatory of the Bidder)

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

**To be executed on plain paper and submitted along with Technical Bid/Tender documents.**

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

**(Marketing Division)**

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

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2022  
BETWEEN

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

**And**

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

**Preamble**

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

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

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

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

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

### **Article 1 - Commitment of the Principal/Owner**

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

### **Article 2 - Commitments of the Bidder(s)/Contractor(s)**

- 1) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
  - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
  - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
  - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or document provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly, Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. In a tender, either the Indian agent on behalf of the Principal/OEM or

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 Monitor (IEMs)**

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

- 6) If the IEMs have reported to the Chairman, Indian Oil Corporation Limited a substantiated suspicion of an offence under the relevant IPC/PC Act, and the Chairman, IOCL has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the IEMs may also transmit the information directly to the Central Vigilance Commissioner.

#### **Article 8 - Duration of the Pact**

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

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

#### **Article 9 - Other Provisions**

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

#### **Article 10 - LEGAL AND PRIOR RIGHTS**

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

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

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(For and on behalf of Principal/Owner)

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(For and on behalf of Bidder/Contractor)

WITNESSES:

1. \_\_\_\_\_(signature, name and address)
2. \_\_\_\_\_(signature, name and address)

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

**UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR (FOR WORKS)**

(On letter head of bidder)

I/ We hereby declare that:

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

Place:

Date:

Signature of Bidder:

Name of Signatory:

**PAYMENT TO VENDORS THROUGH ELECTRONIC MODE**

Payment system to Vendors through Electronic Modes such as EFT, RTGS etc. has been introduced by the Corporation. For availing this facility, a consent letter from the Vendor as also the Bank Account details of the Vendor is required. Tenderers are requested to submit their Consent Letter as per the format given below along with the enclosures as required:

Dated:

To,

M/s Indian Oil Corporation Ltd.

Address

Dear Sir,

With reference to your advice, we hereby agree to accept the payment of our bills through "RTGS/NEFT/Electronic Mode".

The desired bank account details are given below:

|     |   |  |
|-----|---|--|
| 1.  | Vendor Code allotted by IOCL in SAP                 |  |
| 2.  | Name of Beneficiary (i.e., IOCL Vendor)             |  |
| 3.  | Name of the Beneficiary's Bank                      |  |
| 4.  | Address of the Beneficiary's Bank Branch            |  |
| 5.  | Contact details of Branch with STD Code             |  |
| 6.  | Beneficiary's Bank Account No. (as per cheque copy) |  |
| 7.  | Beneficiary's Account Type (SB/CC/CA)               |  |
| 8.  | Beneficiary's Bank IFSC Code (11 Digit)             |  |
| 9.  | Mobile No of Beneficiary (One Number only)          |  |
| 10. | E-Mail Id of Beneficiary (One Mail Id only)         |  |

A blank cancelled cheque leaf relating to the above bank account is enclosed for verifying the accuracy of the bank account details.

I hereby declare that the particulars given above are correct and complete. I agree to receive transactional SMS / E-Mail Alerts from IOCL with regard to my bill payments.

(Signature of Account Holder)

Seal of the Vendor

Enclosure: Cancelled Cheque

\*\*\*\* We hereby confirm that the above bank account details of beneficiary are correct in all respects and the account of Beneficiary (IOCL vendor) is maintained at our bank branch.  
(Name of Bank & Branch)

Authorized Signatory

\*\*\*\* Verification required only in case vendors name is not printed/appearing on the cancelled cheque leaf being submitted to IOCL office.

**SAFETY DECLARATION**

**I/We hereby declare and confirm that:**

1. I/We shall strictly adhere to safety standards stipulated in the Safety Practices during construction stipulated in the Oil Industry Safety Directorate (OISD) without exception.
2. I/We shall provide, without any exception, safety helmets & safety shoes to all our employees/workmen/ labourers working at IOC locations (Retail Outlets, Consumer Outlets, Depots, Terminals, AFS's or any other location not specified here) for the purpose of rendering services to the Corporation under the subject Contract
3. I/We shall provide, without any exception, Safety Belts to all our workmen/ labourers working at heights (Including building roof top, canopy roof top etc) for the purpose of rendering services to the Corporation under the subject Contract
4. I/We have read and understood the provisions of Clause 16 of the Special Terms & Conditions of Contract regarding safety at worksites.
5. I/We shall be bound to pay a penalty of Rs. 5000/- for every incident of non-provision of safety shoes/ safety helmet/ safety belts occurring during the pendency of the contract.
6. I/We shall take safe height working permit for working at heights.
7. I/We shall be solely responsible for any accident resulting from unsafe practices or due to non-adherence to safety standard stipulated by the OISD. Any injury / loss of life resulting from the above shall be solely at our risk & cost and we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred in this connection.
8. That the Corporation is not bound to be responsible, legally or otherwise, for any acts and/or consequences of unsafe practices during execution of works during the pendency of the contract.
9. The person signing this declaration is the authorized signatory.

Signature:

Name:

Address:

Date:

**DECLARATION**

(On acceptance of tender, this undertaking shall be submitted on non-judicial stamp paper of appropriate value)

Sub: Contract/Work Order No..... Dated .....

We shall

1. Deploy trained and competent employees who are physically fit and are not suffering from any chronic or contagious diseases.
2. Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by the Corporation under the above contract and shall maintain proper books of account, records and documents. We shall however as the employer, have the exclusive right to terminate the service of any of our employees and to substitute any person instead.
3. Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by the Corporation under the above contract and shall maintain proper books of account, records and documents. We shall however as the employer, have the exclusive-right to terminate the services of any of our employees and to substitute any person instead.
4. Comply in all respects with the provisions of all statutes, rules and regulations applicable to us and /or to our employees and in particular we shall obtain the requisite license under the Contract Labour (Regulation and abolition) Act 1970 and the rules made thereunder.
5. Ensure that our employees while on the premises of the Corporation or while carrying out their obligations under the contract, observe the standards of cleanliness, decorum, safety and general discipline laid down by the Corporation or its authorized agents and the Corporation shall be the sole Judge as to whether or not we and/or our employees have observed the same.
6. Personally, and exclusively employ sufficient supervisory personnel exclusively to supervise the work of our employees so as to ensure that the services rendered under this contract are carried out to the satisfaction of the Corporation.
7. Ensure that our employees will not enter or remain on the Corporation's premises unless absolutely necessary for fulfilling our obligations under the contract.
8. Not do or suffer to be done in or about the premises of the Corporation anything whatsoever which in the opinion of the Corporation may be or become a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of the Corporation.
9. Not do so suffer to be done in or about the premises of the Corporation anything whereby any policy of insurance taken out by the Corporation against loss or damage by fire or otherwise may become void or voidable.
10. Be liable for and make good any damage caused to the Corporation's properties or premises or any part thereof or to any fixtures or fittings thereof or therein by any act, omission, default or negligence on our part or on the part of our employees or our agents.
11. Indemnify and keep indemnified the Corporation, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be

brought or made against the Corporation by or on behalf of any person, body, authority and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Corporation may now or hereinafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by us of the terms and conditions of the contract. Without prejudice to the Corporation's other rights, the Corporation will be entitled to deduct from any compensation or other dues to us the amount payable by the Corporation as a consequence of any such claims, demands, costs, responsible for death, injury or accidents to our employees which may arise out of or in the course of their duties on or about the Corporation's property is made liable to pay any damages or compensation in respect of such employees, we here by agree to pay to Corporation such damages or compensation upon demand. The Corporation shall also not be responsible or liable for any theft, loss, damages or destruction of any property that belongs to us our employees lying in the Corporation's premises from any cause whatsoever.

12. It is hereby declared that we are, for the purpose of this contract independent contractors and all persons employed or engaged by us in connection with our obligations under the Contract shall be our employees and not of the Corporation.
13. On the expiration of the contract or any earlier termination thereof, we shall forthwith remove our employees who are on the Corporation's premises or an part thereof failing which, our employees, agents, servants etc. shall be deemed to be trespassers and on their failure to leave the Corporation's premises, the Corporation shall be entitled to remove all persons concerned (if necessary use of force) from the Corporation's premises and also to prevent them (if necessary by use of force) from entering upon the Corporation's premises.
14. We hereby undertake and declare that, in the event the workmen / employees / person engaged by us ("the Contractors' employees") to carry out the purpose hereof, attempt to claim employment with the Corporation or attempt to be declared as employees of the Corporation or attempt to become so placed, then in all such cases, we shall assist the Corporation in defending all such attempts of the Contractor's employees AND we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred or which may be incurred in defending all such attempt and in any appeal or appeals filed by the Corporation therein or relating thereto AND we hereby indemnify forever the Corporation against all such costs, charges and expense including legal charges and against all and any loss, expenses or damages whether recurring or not, financial or otherwise, caused to or incurred by the Corporation; as a result of such attempt by the Contractors' employees.
15. It is hereby agreed that the Corporation shall be entitled to set off any debt or sum payable by us either directly or as a result of vicarious of vicarious liability to the Corporation against any monies payable or due from the Corporation to us against any monies lying or remaining with the Corporation and belonging to us or any of our partners or directors.

Contractor's Signature or Authorized Attorney  
**To be witnessed by Notary**

## ANNEXURE-R

### INDEMNITY BOND UNDERTAKING FOR PF (FOR WORKS)

(On acceptance of tender, this undertaking shall be submitted on non-judicial stamp paper of appropriate value)

THIS INDEMNITY BOND/ UNDERTAKING executed at ..... this  
..... day ..... of  
..... by M/s.

.....  
hereinafter called "The Contractors" (which expression shall mean and include, if the context so admits, the partners or partner for the time being of the Firm and their or his respective heirs, executors and administrators; its successors and assigns in law) in favour of INDIAN OIL CORPORATION LIMITED, a Company incorporated under the Company Act 1 of 1956 and having its Registered Office at INDIAN OIL BHAVAN, G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai 400 051, hereinafter called "The Corporation" (which expression shall include its successors and assigns in law).

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

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS

to indemnify and keep indemnified the Corporation as stated hereinafter:

1. The Contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in Corporation and in other organization throughout the country to the location in-charge of the Corporation where the work is being executed by the Contractors.
2. The Contractors hereby confirm and state that they undertake to furnish the licence under Contract Labour (R&A) Act 1970 as amended from time to time, if applicable, from the competent authority to the Corporation's representative.
3. The Contractors hereby undertake to keep proper record of attendance of his labourers and provide a copy of the pay sheets officer nominated by the Corporation for supervision of the payment of wages made to the labourers by the contractors.
4. The Contractors state that they are fully aware of the provisions of the Provident Fund Act and the rules made thereunder and will ensure compliance under the Act.
5. The Contractors hereby undertake and agree that in the event of any claim on account of P.F. liabilities arising in future, they shall keep the Corporation duly indemnified against all losses, damages, charges, expensed, penalties, suits or proceedings which the

Corporation may incur, suffer or be put to on that account.

6. The Contractor hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred to herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the events of any past or future violation of the various labour laws the contractors shall indemnify and keep the Corporation duly indemnified against all losses, damages, costs, expenses, penalties, suits or proceedings which the Corporation may incur, suffer or be put to.
7. The Contractor hereby agree that the aforesaid indemnity undertaking is in addition to and not in substitution of the terms and conditions contained in the Empanelment documents and the Agreement executed by the Contractors with the Corporation.
8. The Contractors hereby confirm, agree and record that these terms of undertaking and indemnity shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representative and shall ensure for the Corporation's benefit and for the benefit of its successors and assigns.

Signature:

Name & Address:

**INDEMNITY BOND UNDERTAKING FOR ESIC (FOR WORKS)**

(On acceptance of tender, this undertaking shall be submitted on non-judicial stamp paper of appropriate value)

THIS INDEMNITY BOND/ UNDERTAKING executed at ..... This  
..... day of .....by M/s.

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

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

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS

to indemnify and keep indemnified the Corporation as stated hereinafter:

1. The Contractors hereby undertake to furnish a certificate with regard to the number of labourers employed by them in Corporation / in other organization throughout the country to the Location-in-Charge of the Corporation where the work is undertaken by the Contractors.
2. The Contractors hereby confirm and state that they undertake to furnish the licence under Contract Labour (R&A) Act 1970 as amended from time to time, if applicable, from the competent authority to the Corporation's representative.
3. The Contractors hereby undertake to keep proper record of attendance of his labourers and provide a copy of the pay sheets officer nominated by the Corporation for supervision of the payment of wages made to the labourers by the contractors.
4. The Contractors state they are fully aware of the provisions of the ESIC Act, and the rules made thereunder and will ensure compliance, if the same is applicable.
5. The Contractors hereby undertake and agree that in event of any claim on account of ESIC liabilities arising in future, they shall keep the Corporation duly indemnified against all losses, damages, charges, expenses, penalties, suits or proceedings which the Corporation may incur, suffer or to be put to on that account.
6. The Contractor hereby agree, confirm and declare that they have fully complied and will comply with the provisions of various labour laws, particularly those referred to herein above and that no violation of the provisions of various amenities and facilities to the workers under different laws has been done by them and in the events of any past or

future violation of the various labour laws the contractors shall indemnify and keep the Corporation duly indemnified against all losses, damages, costs, expenses, penalties, suits or proceedings which the Corporation may incur, suffer or be put to.

7. The Contractor hereby agree that the aforesaid indemnity undertaking is in addition to and not in substitution of the terms and conditions contained in the Empanelment documents and the Agreement executed by the Contractors with the Corporation.
8. The Contractor hereby to confirm, agree and record that these terms of undertaking and indemnity shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representative and shall ensure for the Corporation's benefit and for the benefit of its successors and assigns.

Signature:

Name & Address

Seal:

Date:

**FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT****(To be executed on Non judicial Stamp paper of appropriate value)**

1. In consideration of the Indian Oil Corporation Limited (hereinafter called 'The Corporation') having agreed to accept from \_\_\_\_\_ (name of the tenderer) (hereinafter called 'the said tenderer') Earnest money in the form of Bank Guarantee, under the terms and conditions of Tender No. \_\_\_\_\_ dated \_\_\_\_\_ in connection with \_\_\_\_\_ (mention the details of the tender) (hereinafter called "the said tender"), for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of \_\_\_\_\_ days from the date of the opening of the tender and other stipulations of the tender we, \_\_\_\_\_ (indicate the name of the bank) hereinafter referred to as 'the Bank' at the request of \_\_\_\_\_ (mention the name of the tenderer) do hereby undertake to pay on demand to the Indian Oil Corporation Limited an amount not exceeding Rs. \_\_\_\_\_ in the event of the said tenderer having incurred forfeiture of earnest money as aforesaid or for the breach of any of the terms or conditions or the stipulations of the said tender and/or the contract if awarded including but not limited to non-performance of the contract caused due to revision in price/ pricing basis after close of the pricing part of the tender under an order of the Indian Oil Corporation limited.
2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Indian Oil Corporation Limited stating that the amount claimed is due by way of forfeiture of earnest money or any loss or damage caused to or suffered or would be caused to or suffered by the Indian Oil Corporation Limited by reason of breach by the said tenderer any of the terms or conditions or stipulations perform the stipulations of the said tender. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_.
3. We \_\_\_\_\_ (indicate the name of the bank) undertake to pay to the Indian Oil Corporation Limited any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or Tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by the bank under this bond shall be a valid discharge of our liability for payment there under and the tenderer shall have no claim against us for making such payment.
4. We \_\_\_\_\_ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the terms, conditions or stipulation of the said tender and

that it shall continue to be enforceable till all the dues of the Indian Oil Corporation Limited under or by virtue of the said tender/ contract have been fully paid and its claimssatisfied or discharged or till Indian Oil Corporation Limited certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tenderand accordingly discharge this guarantee. Unless a demand or claim under this guaranteeis made on us in writing on or before\_\_\_\_\_we shall be discharged from all liability under this guarantee thereafter.

5. We\_\_\_\_\_(indicate the name of the bank) further agree with the Indian Oil Corporation Limited that the Indian Oil Corporation Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or to extend time of performance by the said tenderer from time to time or to postpone for any time or fromtime to time any of the powers exercisable by the Indian Oil Corporation Limited againstthe said tenderer and to forbear or enforce any of the terms and conditions relating to the said tender and shall not be relieved from our liability by reason of any such variation,or extension being granted to the said tenderer or for any forbearance, act or omission on the part of Indian Oil Corporation Limited or any indulgence by the Indian Oil Corporation Limited to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relievingus.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the tenderer.
7. We,\_\_\_\_\_(indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Indian Oil Corporation Limited in writing.

Dated the\_\_\_\_day of\_\_\_\_20\_\_

For\_\_\_\_\_

(Indicate the name of bank)

Place:

Date:

**BANK GUARANTEE FOR SECURITY DEPOSIT****(FOR INDIAN VENDORS)****(ON STAMP PAPER OF APPROPRIATE VALUE)**

Purchase Contract No: \_\_\_\_\_

|                    |  |
|--------------------|--|
| Bank Guarantee No. |  |
| Date:              |  |
| Amount:            |  |
| Valid up to:       |  |

Indian Oil Corporation Limited  
**(Marketing Division)**  
 (TO BE ADRESSED TO CONCERNED OFFICE)

1. In consideration of the INDIAN OIL CORPORATION LIMITED, having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), BOMBAY- 400 051 (hereafter called "the Corporation") having agreed to exempt M/s. \_\_\_\_\_ having its office at \_\_\_\_\_ (hereinafter called "the said Sellers" ) from the demand under the terms and conditions of a Purchase Contract No MM/ \_\_\_\_\_ dated - \_\_\_\_\_ made between the Corporation and \_\_\_\_\_ (hereinafter called "the said Agreement"), of Security Deposit for the due fulfilment by "the said Seller" of the terms and conditions contained in the said purchase order, on production of a bank Guarantee of Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_ only).  
 \_\_\_\_\_ hereinafter referred to as "the Bank" (at the request of M/s. \_\_\_\_\_ (Seller) do hereby undertake to pay to the Corporation an amount not exceeding Rs. \_\_\_\_\_ (Rs. \_\_\_\_\_) against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by Reason of any breach by the said Vendors of any of the terms of conditions contained in the said Purchase Contract Agreement.
2. We \_\_\_\_\_ (indicate name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or suffered by the Corporation by reason of breach by the said Vendors of any of the terms or conditions contained in the said Purchase contract or by reason of the Sellers's failure to perform the said purchase Contract. Any such demand made on the Bank shall be conclusive as regards the amount due by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees \_\_\_\_\_)
3. We \_\_\_\_\_ (indicate name of bank) undertake to pay to the Corporation any money so demanded notwithstanding any disputes raised by the Seller in any suit or proceeding pending before any court of Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by

us under this bond shall be valid discharge of our liability for payment there under and the Sellers shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (indicate name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Purchase Contract and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said Purchase Contract have been fully paid and its claims satisfied or discharged or till the Corporation certifies that the terms and conditions of the said Purchase Contract have been fully and properly carried out by the said Seller and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
5. We, \_\_\_\_\_ (indicate name of the Bank) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Purchase Contract or to extend time of performance by the said Seller from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said Seller and to forebear or enforce any of the terms and conditions relating to the said Purchase Contract and shall not be relieved from our liability by reasons of any such variation, or extension being granted to the said Seller or for any forbearance act or omission on the part of the Corporation or any indulgence by the Corporation to the said Seller or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Seller.
7. We, \_\_\_\_\_ (indicate name of the Bank) lastly undertake not to revoke this guarantee its currency except with previous consent of the Corporation in writing.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

FOR \_\_\_\_\_

(Indicate the name and address of the Bank)

DATE:

SEAL:

PLAC

E:

**FORM OF CONTRACT**

(On non-judicial stamp paper of appropriate value)

(To be executed on award of the work)

THIS CONTRACT made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ 201 BETWEEN INDIANOIL CORPORATION LTD., a Government of India 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 at G-9, Ali Yavar Jung Marg, Bandra (East), Bombay- 400 051 Mumbai (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part; AND \_\_\_\_\_ carrying on business in sole proprietorship/ carrying on business in partnership under the name and style of

\_\_\_\_\_ a Company registered in India under the Indian Companies Act, 1913/ 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to/ as collectively referred to as the "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 \_\_\_\_\_ 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**

The following documents shall constitute the Contract documents, namely

- (a) This contract.
- (b) Tender documents as defined in the General Instructions to Tenderers.
- (c) Letter of Acceptance of Tender along with Fax/ Telegram of Intent.

A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively marked Annexure 'A' while a copy of the letter of Acceptance of Tender along with annexures thereto and a copy of Fax/Telegram of Intent dated \_\_\_\_\_ are annexed hereto and said copies have been collectively marked as Annexure 'B'.

**ARTICLE - 2**

**Work to Be Performed**

The CONTRACTOR shall perform the work upon the terms and conditions and within the item specified in the Contract documents,

### **ARTICLE - 3**

#### **Compensation**

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**

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

### **ARTILE - 5**

#### **Entire Contract**

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

### **ARTICLE - 6**

#### **Notices**

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.

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 at \_\_\_\_\_ or to the CONTRACTOR's representatives as referred to in the General Conditions of Contract forming part of the Contract Documents.

### **ARTICLE-7**

Waiver

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 INDIAN OIL CORPORATION

LTD. by.....

in the presence of 1.

2.

SIGNED AND DELIVERED for and on behalf of

..... (CONTRACTOR)

by.....

(This day of \_\_\_\_\_ 20\_\_ ) in the

presence of

1.

2.

\*\*\*\*\*

**PART-C**

**BOQ**

**Attached Separately**