

Tender No.: MSO/OPS/2023/GREENCO/01	<b>INDIAN OIL CORPORATION LIMITED (M.D.)</b> Limited Tender for Carrying out training, implementation and GreenCo certification at 7 POL Locations of MHSO, i.eAhmednagar, Chandrapur, Dhule, JNPT, Sewree I, Solapur and Vasco Terminal	Page 1 of 41
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Limited Tender for:

Carrying out training, implementation and GreenCo certification at 7 POL Locations of MHSO, i.eAhmednagar, Chandrapur, Dhule, JNPT, Sewree I, Solapur and Vasco Terminal.

## TENDER DOCUMENT TECHNO COMMERCIAL BID

**TENDER NO.:** MSO/OPS/2023/GREENCO/01

**Tender Invited By:**  
**CGM (Ops), MHSO**  
**Maharashtra State Office**  
G-Block, Bandra Kurla Complex,  
Bandra (East), Mumbai - 400 051.

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### NOTICE INVITING e-TENDER

Limited e- tender is invited on **single bid system** from competent, quality conscious, experienced, financially and technically sound contractors meeting Qualifying Parameters along with other details given below for the following work. Tenderers are advised to download 'Notice Inviting e-Tender' along with other tender documents from the e-tendering portal <https://iocletenders.nic.in>. While the tender shall be submitted online in soft copy on our e-tendering portal.

S.No	Description	Details																
1.	Tender No	MSO/OPS/2023/GREENCO/01																
2.	Name of Work	Carrying out training, implementation and GreenCo certification at 7 POL Locations of MHSO, i.e Ahmednagar, Chandrapur, Dhule, JNPT, Sewree I, Solapur and Vasco Terminal i.eAhmednagar, Chandrapur, Dhule, JNPT, Sewree I, Solapur and Vasco Terminal																
3.	Area of work :	<div><div>Indian Oil Corporation Limited (MD),7 POL Locations of MHSO namely –</div><table><tr><th>S.No</th><th>Location</th></tr><tr><td>1</td><td>Ahmednagar Depot</td></tr><tr><td>2</td><td>Chandrapur Depot</td></tr><tr><td>3</td><td>Dhule Depot</td></tr><tr><td>4</td><td>JNPT Terminal, Mumbai</td></tr><tr><td>5</td><td>Sewree I Terminal, Mumbai</td></tr><tr><td>6</td><td>Solapur Terminal</td></tr><tr><td>7</td><td>Vasco Terminal, Goa</td></tr></table></div>	S.No	Location	1	Ahmednagar Depot	2	Chandrapur Depot	3	Dhule Depot	4	JNPT Terminal, Mumbai	5	Sewree I Terminal, Mumbai	6	Solapur Terminal	7	Vasco Terminal, Goa
S.No	Location																	
1	Ahmednagar Depot																	
2	Chandrapur Depot																	
3	Dhule Depot																	
4	JNPT Terminal, Mumbai																	
5	Sewree I Terminal, Mumbai																	
6	Solapur Terminal																	
7	Vasco Terminal, Goa																	
4.	Earnest Money Deposit	a. NIL, The Bid Security Declaration to be submitted shall be as per format in Annexure-L																
5.	Security Deposit	SD @ 10% shall be applicable for the work exclusive of GST																
6.	Estimated Value of Work (Inclusive of GST)	<div><div><div>grow your business rapidly</div></div><div><div>Contact for Tender Filling and Documentation</div><div>Mob No.: +91 - 9630030343</div><div>Helpline: - 18008892553</div><div>Email ID:- proposal@tendersttime.com</div><div>Website:- www.tendersttime.com</div></div></div>																

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7.	Download Period of Tenders	
	a) STARTS ON	<b>11.08.2023 at 1500 hrs</b>
	b) CLOSES ON	<b>19.08.2023 at 1500 hrs</b>
8.	Pre-Bid Meeting	NIL
9.	DUE DATE & TIME FOR Submission of tender	
	a) STARTS ON	<b>11.08.2023 at 1500 hrs</b>
	b) CLOSES ON	<b>19.08.2023 at 1500 hrs</b>
10.	DUE DATE & TIME FOR Opening of Tender	<b>21.08.2023 at 1600 hrs</b>
10.	Validity of Tender	<b>Offer shall be valid for 120 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.
11.	Work Completion Time	<b>4 Months</b> from the 10 <sup>th</sup> day of the date of Letter of Acceptance (LOA)/work order whichever is earlier.
12.	<b>CONTACTPERSON</b>	Name: Gagandeep Singh Sidhu Designation: Senior Manager (Operations) Email-ID: gsidhu@indianoil.in
	a. Tenders can be downloaded from website <a href="https://iocletenders.nic.in">https://iocletenders.nic.in</a> . All bidders who shall be downloading tender documents from web sites are advised to visit the e-tender web site till the end date of download period of tender document for any changes or addendums.  b. E-tender in single bid system consisting of Techno-commercial and Price Bid is invited from reputed, established and financially sound parties for the works as above.	
13	<b>PRICE BID/SOR:</b> The price bid shall be on <b>percentage basis</b> i.e., bidders have to quote percentage above or below our offered rate in the price bid. The percentage rates shall be applicable on all the items given in the price bid/SOR.	
14	<b>Tender Evaluation Criterion:</b> <ol style="list-style-type: none"> <li>The bid of all the bidders submitting their bids through e-tender website before due date and time shall be opened on due date &amp; time of opening.</li> <li>Bidders are advised to submit their most competitive lowest quote in fixed percentage above (+) / below (-)/ at par (0) over the total amount indicated in the 'Price Schedule'/'BOQ' (Price Bid) at appropriate place as per format of price bid (excel file) of e-tender attached with tender documents. The quoted rate in percentage shall be applicable uniformly on all items of Schedule Of Rate (SOR)/ Purchase Requisition (PR) attached separately with the tender document.</li> <li>Comparative statement of qualified bidders shall be made based on the ascending order of the valid bids received.</li> <li>After opening the price on the basis of net landed rate (L1 rate) derived without negotiation as per the policy of the corporation.</li> </ol>	

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S.No	Description	Details
	<p>v. In case of tie between two or more bidders at L-1 position, all the L1 bidders shall be asked to submit discount bid in terms of percentage discount over previous quoted amount in a sealed envelope. The sealed envelope shall be jointly opened by two IOCL officers and the L-1 bidders can witness opening of the covers if they so desire.</p> <p>vi. In case there is a tie again, the tenderer who is having higher Annual Turnover (upto three decimal points) during any of the following three financial years (2019-20; 2020-21 and 2021-22) shall be considered as L-1 Bidder.</p> <p>For this, IOCL shall ask specifically to the L-1 bidders for submission of copies of the documents and production of the original documents ( for verification) towards proof of the Annual Turn Over i.e. Audited Profit &amp; Loss A/c and Balance Sheet for the respective Financial years duly certified by registered Chartered Accountant.</p> <p>vii. The tender will be awarded to the L1-bidder finalised through above methodology, with or without negotiations, as per Corporations' Policy.</p> <p>viii. Negotiations will not be conducted as a matter of routine; however IOCL reserves the right to conduct negotiation with the L1 party.</p> <p>ix. The decision of IOCL to accept or reject any offer of a bidder shall be final. In this regard, no correspondence shall be entertained by IOCL.</p> <ul style="list-style-type: none"> <li>Note: If the bidder fails to accept the work order placed at their originally quoted or subsequently negotiated rates, as the case may be, IOC may initiate action to debar them from participating in future tenders which may include putting them on holiday list. Once the quotation is accepted and the work order placed on the successful bidder, the rate shall be firm and unaltered and no escalation of what so ever nature including increase in statutory levies will be permitted unless otherwise defined exclusively.</li> </ul>	
15	<p><b>TENDER DOCUMENTS</b></p> <p>a) Bidders can download the tender document from our e-tendering portal <a href="https://iocletenders.nic.in">https://iocletenders.nic.in</a> free of cost using their valid Digital signature certificate (DSC) and registered login ID.</p> <p>b) Tender documents are non-transferable and tender has to be submitted by the party in whose name tender has been downloaded from tender website.</p>	
16.	<p><b>Submission/Uploading of Tender:</b></p> <p>(a) Having completed offer in all respect, bidders should upload Techno - Commercial bid along with Price Bid and other supporting enclosures in e-tender web site. Bids must be uploaded well before due date and time mentioned above. No physical documents <b>except copy of EMD</b> and as mentioned in the tender document for offline submission, of tender documents shall be accepted for any reason whatsoever and IOCL will not take any responsibility for the delay in submission/uploading in e-tender portal.</p> <p><b>Note:</b> Kindly ensure that techno commercial and Price bids are uploaded in right folders of e-tender website.</p>	
17.	<p>Documents required to be uploaded along with the bid:</p> <ul style="list-style-type: none"> <li>✓ GST Registration Certificate</li> <li>Standard declarations (to be uploaded in PDF formats)</li> <li>✓ Statement of credentials stating annual turnover for last three financial years</li> </ul>	<p>Contact for Tender Filling and Documentation Mob No.: +91 - 9630030343 Helpline: - 18008892553 Email ID:- proposal@tendersttime.com Website:- www.tendersttime.com</p>

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S.No	Description	Details
	<ul style="list-style-type: none"> <li>✓ Declaration for Holiday Listing</li> <li>✓ Declaration A, B C &amp; D</li> <li>✓ Undertaking for empanelled bidders</li> <li>✓ Undertaking For Acceptance Of Tender Terms And Conditions</li> <li>✓ Undertaking towards Tender not Tampered</li> </ul>	
18.	<b>The tender shall be liable for rejection inter-alia on following grounds:</b> <ul style="list-style-type: none"> <li>a) Party is holiday listed or black listed.</li> <li>b) Conditional Offer</li> <li>c) Stipulates the validity period less than what is stated in the Tender Form.</li> <li>d) Stipulates his own conditions.</li> <li>e) Non submission of EMD.</li> </ul>	
19	General Condition of contract contains provision for arbitration and alternative dispute resolution machinery under section 9, which stands deleted. Further, the reference to arbitration and alternative dispute resolution machinery provision contained in any other item and condition of GCC, which may be general and special in nature shall also stand deleted to the extent, the said contents are applicable to the arbitration provisions.	
20	Incomplete Tenders are liable for outright rejection without any further communication to the parties and decision of Indian Oil in this respect will be final.	
21	Indian Oil reserves the right to reject the tender of any or all the applicants without assigning any reason whatsoever at its absolute discretion.	

## Tax Clause:

IOCL GST No for the State of Maharashtra: [27AAACI1681G1ZP](#)

Clause No.	Description
	<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	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 (including extension approved)  <b>thin the contractual delivery date /period</b> Further , in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new <b>st submission of documentary evidence.</b>



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Clause No.	Description
	<p>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 under taken. 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 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>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 issues credit note to IOCL, IOCL would be constrained to recover the amount including interest payable alongwith 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 alongwith 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	<p>In case, IOCL is eligible to avail GST credit, it shall be reduced from the delivered price to arrive at the net landed cost.</p>
12	<p>IOCL shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the</p>

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Clause No.	Description
	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.
14.A	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.
<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	The contractor shall within 7 (seven) days of dispatch /shipment of any such materials forward to the owner, the following documents.  (i)Supplier's /Vendor Invoice indicating item wise price of the materials for the purpose of assessing customs and other Import duties (ii) Bill of lading/Airway Bill (iii) Package wise packing list (iv) Certificate of origin and other relevant documents relating to the identification of the materials. (v) Other relevant documents for the assessment of customs duties and the clearance of goods through Customs.
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	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.  However additional cost on account of delayed payment of Custom duty due to IOCL' s fault shall be paid by IOCL.
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 appointment and payment to the contractor's responsibility including the price bid. will be made by IOCL except as quoted in



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Clause No.	Description
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 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.
15.9	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.
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 along with the Custom Duty Rate at the time of submission of Bid.
16	<b>ROAD PERMIT /WAY BILL</b>
16.1	IOCL will issue Road Permit/Way Bill, 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/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.
17	<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 in to account the nature of Job read with the legal provision.</p>
17.2	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. The place of supply for work registration at the locations where the work is intended to be carried out.

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Clause No.	Description
17.3	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.
17.4	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
17.5	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>18</b>	<b>INCOME TAX</b>
18.1	<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 with respective Double Taxation Avoidance Agreements (DTAA) will be borne by IOCL.</li> <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. Withholding tax/Tax deductible at source will be deducted from amount payable under the contract.</li> </ul>

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Clause No.	Description
	<p>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.</p> <p>g) To facilitate benefits of DTAA, Contractor shall provide copy of:</p> <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>
19	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

## 2. TAX IMPLICATION:

- 1.1 The Tender is applicable for bidders registered as regular (Non Composition) Scheme of GST only.
- 1.2 The evaluation will be based on Net Landed Cost to IOC. Net Landed Cost will be arrived as defined below:  
*Net Landed cost = Basic Price + Applicable GST – ITC (as Applicable)*
- 1.3 The Bidder will be required to quote GST rate applicable for him in the BOQ along with the Percentage rate quote on the work.
- 1.4 After opening the price bid, party who has quoted the lowest rate (L1 rate) derived on the basis of net landed cost basis will be considered for award of work, with or without negotiation as per the policy of the Corporation.
- 1.5 The bidder is to indicate GST rate in the BOQ as per their understanding of applicable HSN/SAC Code. In the absence of these details in the BOQ, evaluation shall be done considering current GST rate envisaged by IOCL as indicated in tender document.

## 3.0 OTHER POINTS:

- 1) AnyAddendum/Corrigendum/DueDateExtensioninrespectofthetendershallbeissued on our website <https://iocletenders.nic.in> only & no separate notification shall be issued in thepress.Biddersarethereforerequestedtoregularlyvisitourwebsitetokeep themselves updated.
- 2) 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.
- 3) Legal dispute, if any, shall be within the jurisdiction of local courts.

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- a) For disputes upto stage of LOA-Mumbai
  - b) For disputes during execution stage-Mumbai
- 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.
  - 6) The rates quoted shall be inclusive of all applicable considerations of bidder as per the offer submitted by bidders including any duties, cess or statutory levies levied by central or state authorities **except GST** which is payable extra, as applicable. No extra payment shall be made under the contract/individual work order on account of any variation what so ever throughout the pendency of the contract except **GST**. Variation, if any, only in respect of **GST** shall be paid from time to time.  
**Or in other words,**  
 The rates quoted shall include all costs, allowances and duties or any charges including any enhanced labour rates etc. except GST which will be paid as actual as per Govt. norms. The contractor shall take note that they must comply all statutory taxation requirements as per Law.  
 The contractor would be required to have GSTN number and also require to provide tax invoices as per the provisions of GST in order to enable IOC to avail the in put tax credit of all applicable taxes wherever possible.
  - 7) The future Rate variation in Taxes shall be governed by the Standard Taxation Condition (STC).
  - 8) The Bidder is required to submit valid documents for taking **GST credits** as applicable during execution of contract.

Tender Inviting Authority  
**CGM(Ops) MHSO**

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### ANNEXURE-3

#### SPECIALTERMSANDCONDITIONSOFCONTRACT

#### **1.0 COMPLETION TIME:**

- 1.1 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 there on from RA bills, on cumulative value of works done upto 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
- 1.2 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.

#### **2.0 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:

- Invoice/bill/challanshouldbedesignedbythepersonauthorizedtosignsuch invoice/bill/challan.
- Invoice/bill/challan should be serially numbered.
- Invoice to contain name, address and the registration number of the service provider.
- Invoice to contain name, address of service receiver
- Invoice to contain description, classification and value of tax able service provided.
- GST/IGST/CGST (as per applicability) to be mentioned separately.

#### **3.0 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.

#### **4.0 SECURITYDEPOSIT:**

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 satisfactory completion



ill be released immediately after

**EMD- Earnest money deposit is exempted. However declaration in the prescribed**

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format to be submitted by the bidder as per Annex-L.

#### 5.0 NATUREANDSCOPEOFWORK:

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

#### 6.0 LOCATION OF SITE:

1. As mentioned in NIT

#### 7.0 ORDER OF PRECEDENCE:

In case of irreconcilable conflict in nontechnical matters between provisions in separate contract documents governing the same as pect, 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. Add end at other 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 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 contracts of ar as it may be practicable to do so

#### 8.0 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.

#### 9.0 MOBILIZATION ADVANCE:

No mobilization advance shall be given for this work.

#### 10.0 MEASUREMENTS FOR WORKS/ RECORD MEASUREMENTS/BILLS:

- 10.1 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.
- 10.2 Method of measurement shall be strictly in accordance with the technical specification for this work.

#### 11.0 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 disclose or leak or otherwise cause to be known to the competitors or other persons in anyway the contents in any form, shape or met

- 11.1 Not withstanding any other mechanism for dispute resolution provided under the General



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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 (herein after 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 there of may be obtained from the owner on written request

## 12.0 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 2lacs)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 at eover and above the penalty amount shall be done from the contractor's bill.

## 13.0 ACCEPTANCE OF WORK ORDER:

- 13.1 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.
- 13.2 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.
- 13.3 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.
- 13.4 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.
- 13.5 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.

- 13.6 Many works executed by the Corporation at any site shall be subject to inspection with all the observations

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#### 14.0 PAYMENT SCHEDULE:

The payment will be released from individual locations directly as per following terms. Part payment shall be allowed.

Breakup of the total fee for the implementation of GreenCo Rating at POL location under MHSO will be as given below, payment shall be made within a month of satisfactory completion of specified milestones as per below schedule and against submission of original tax invoice and its details submission on Bill tracking system portal of IOCL. However multiple milestones may be clubbed.

SNo	Fee Type	Milestone/Payment Schedule
1	GreenCo Registration with CII	20% of Work Order value excluding GST.
2	Launch and Training program on GreenCo Rating, Handholding Visit to location for Implementation & preliminary data Collection, GreenCo Pre- Assessment by CII, Final data and documentation collection	30% of Work Order value excluding GST.
3	Final assessment for the award of rating by CII and Certification and Award of GreenCo Rating	40% of Work Order value excluding GST
4	Fees for Sustenance and 1st Annual Surveillance / Sustainability Audit	5% of Work Order value excluding GST
5	Fees for Sustenance and 2nd Annual Surveillance / Sustainability Audit	5% of Work Order value excluding GST

- 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.

**15.0** At all places in the GCC enclosed with the tender document, OWNER shall mean INDIAN OIL CORPORATION LIMITED,MARKETING DIVISION,HEADOFFICE, with its office at G9,AllyavarJungMarg,Bandra(E),Mumbai-400051.

**16.0** The bid of the party will also be rejected on the following rounds:

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

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**ANNEXURE-**  
**4**

**SCOPE OF WORK**

The complete tender is for works at 7 Nos IOCL POL locations under MHSO as per address given in NIT. The scope of work is to carry out Training, implementation and GreenCo certification at POL Locations.

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

S. NO	Activity	Details
1	Launch and training program on GreenCo Rating (conducted onsite)	Greenco Facilitator/CII will conduct onsite training program. Within 2 weeks of issue of work order.
2	Implementation & Preliminary data submission by the Unit	By IOCL: To be submitted by the Unit within 7 days of the visit.
3	Greenco Hand Holding	Greenco Facilitator/CII will conduct onsite handholding based on the data received from the location. Within 2 weeks of receipt of data from location.
4	Assessment & recommendation for improvement in current status of location	Facilitators should give recommendations during handholding visit for each credit and sub-credit point wise in the Greenco scoring format. Possible rating scenario as per current status to be shared. Recommendations should include best practices within IOC elsewhere. Recommendations should be given considering Platinum rating in mind.
5	Review on the implementation of recommendations- Virtual	Facilitator to Virtually review the progress made on the recommendations within 15 days of submitting recommendation report. Report on the progress / recommendations to be shared after the meeting for each credit/sub- credit
6	2nd Review on the implementation of recommendations- Virtual	Facilitator to Virtually review the progress made on the recommendations within 45 days of submitting recommendation report. Report on the progress / recommendations to be shared each credit/sub- credit

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7	3rd Review on the implementation of recommendations- Onsite	Facilitator to visit the location for onsite review on the preparedness of the location in line with recommendations within in 70 days of giving recommendations.
8	Review of the Pres-assessment presentations- Virtual	Virtual review of all Pre-Assessment presentations and suggestions to improve the same.
9	Pre-assessment by CII- Virtual	Facilitator to be available during the pre-assessment meeting. And help in the improvements suggested by CII.
10	Final Assessment - onsite	Final Assessment with CII/Assessor Onsite
11	Certification and Award of GreenCo Rating	-
12	Report on opportunities for improvement/Feedback report for the unit	-
13	1st Annual Sustenance review- Virtual	After completion of 1st year of certification.
14	2nd Annual Sustenance review- Virtual	After completion of 2nd year of certification.

S.No.	Activity	No of Physical visits	No of tentative days	Tentative no of authorised External experts
1	Training program on Green Co Rating	01	02	01to02
2	Hand holding visits/ Consultative visits (as per requirement 2 visits)	02	02	01
3	Final site visit and assessment	01	02 to 03	02 to 04

## 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. The Company will receive a registration form to CII. The registration for GreenCo rating is based on the official turnover of the unit / plant / facility applying for the rating and is detailed in the

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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. All guidance/ recommendations/ assessments should be done considering Platinum rating in mind.

The following are the objectives of the training program:

- Formally launch the GreenCo rating program at site, establish road map and sensitize the top management team
- Impart training & awareness to the core team members on Green Co rating criteria
- Share National and Global best practices and case studies on GreenCo areas
- Understand the current practices of the unit
- Identify gaps and opportunities for improvement jointly with the plant team

**Green Co training program shall cover the following eleven modules:**

- Green Co rating introduction & methodology
- Management Systems
- Energy Efficiency
- Water Conservation
- Renewable Energy
- Greenhouse Gas Emissions
- Waste Management
- Material Conservation, Recycling and Recyclability
- Green Supply Chain
- Product Stewardship
- Innovation for Environment
- Green Infrastructure and Ecology

- III. Hand holding 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. Authorised vendor for GreenCo certification will provide the necessary institutional support to the plant team through hand holding site visits with the following objectives:

- Facilitators should give recommendations during handholding visit for each credit and sub-credit point wise in the GreenCo scoring format. Possible rating scenario as per current status to be shared. Recommendations should include best practices within IOC elsewhere or otherwise. Recommendations should be given considering Platinum rating in mind.
- Suggest & guide the team in implementing short term improvement measures.
- Check & validate the data adequacy under GreenCo guidelines and communicate the same to the plant team wherever applicable.
- Facilitate by providing necessary support and resources wherever applicable.
- Provide offline training and guidance wherever applicable.
- Virtual review of the location for the progress made on the recommendations given and

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way forward. Proper report to be submitted after every review.

- g) Guide the location for making presentations and review the same for any improvement before the pre-assessment and final assessment.

- 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 the in performance considerably; they can apply for re- assessment.
- VI. Feedback report:** Authorised 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.

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 Annual Sustenance review i.e. 1st Annual Sustenance review Conducted on line 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 performance parameters:

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



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Parameter	Maximum
Management Systems (MS)	125
Energy Efficiency (EE)	100
Water Conservation (WC)	75
Renewable Energy (RE)	75
Green House Gas Mitigation (GHG)	75
Waste Management (WM)	75
Material Conservation (MCR)	50
Green Supply Chain (GSC)	75
Product Stewardship (PS)	50
Innovation for Environment (IE)	50
Green Infrastructure (GI)	50
<b>Total</b>	<b>800</b>

#### ACCESS TO INFORMATION & CONFIDENTIALITY

All the information required for greenco rating shall be made available to authorised vendor for 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.

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**ANNEXURE-A**

**STATEMENT OF CREDENTIALS**  
**(To be filled by the tenderer)**

**NOTE:**

1. Incorrect/false declaration will result in disqualification.
2. Necessary supporting documents to be enclosed.
3. Corporation reserves the right to assess the tenderer's capacity and capability if necessary by visiting/ inspecting recently executed / under execution of works.

**(A)**

**1. NAME AND CORRESPONDENCE ADDRESS OF THE TENDERER**

\_\_\_\_\_

\_\_\_\_\_

**PERMANENT ADDRESS OF THE TENDERER**

\_\_\_\_\_

\_\_\_\_\_

**2. TELEPHONE NO.** \_\_\_\_\_

**MOBILE NO.** \_\_\_\_\_

**3. NAME OF CONTACT PERSON(S):**

\_\_\_\_\_

**4. NAME OF THE AUTHORISED SIGNATORY:**

\_\_\_\_\_

**5. E Mail ID:**

\_\_\_\_\_

**(B) TYPE OF BUSINESS ENTITY:-**

(Pl. provide the required applicable details as under)

**1. DATE/YEAR OF ESTABLISHMENT OF THE FIRM/ COMPANY:**

\_\_\_\_\_

**2. SOLE PROPRIETORS**

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\_\_\_\_\_(Give Name of the Proprietor)

OR

**3. PARTNERSHIPFIRM:-**

(Give names of the Partners and encloses cancopy of Partner shipdeed)

<p><b>I</b></p>	<p><b>Names of Partners:</b></p> <p>A.</p> <p>B.</p> <p>C.</p>
<p><b>II.</b></p>	<p><b>Authorized Signatory:</b></p> <p>A.</p> <p>B.</p> <p>C.</p>

OR

**4. PRIVATEORSINGLELIMITEDCOMPANY?**

(uploadlistofDirectorsandcopyofCertificate ofIncorporation)

<p><b>I.</b></p>	<p><b>NamesofDirectors:</b></p> <p>A.</p> <p>B.</p> <p>C.</p>
<p><b>II.</b></p>	<p><b>AuthorizedSignatory</b></p> <p>A.</p> <p>B.</p> <p>C.</p>

**Note:** a. Tendererssh

vorkordersand

<p>Tender No.: MSO/OPS/2023/GREENCO/01</p>	<p><b>INDIAN OIL CORPORATION LIMITED (M.D.)</b></p> <p>Limited Tender for Carrying out training, implementation and GreenCo certification at 7 POL Locations of MHSO, i.eAhmednagar, Chandrapur, Dhule, JNPT, Sewree I, Solapur and Vasco Terminal</p>	<p>Page 24 of 41</p>
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completioncertificates/proofofpaymentasapplicable

b. Encloseaseparatestatement, ifspaceisnot sufficient.

(C) PANCardNo. \_\_\_\_\_

(TendererisrequiredtouploadcopyofPANcard)

(D) DetailsofDocumentsuploadedalongwithTenderdocuments intechanical bid and confirmation required to be furnished by tenderer

SealandSignatureofTenderer

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## ANNEXURE-B

### PROFORMAOFDECLARATIONSTOBEFURNISHED BYTHETENDERERS

#### DECL ARATI ON - `A'

Wedecclarethatwehavecompliedwithalltheconditionsofthetenderincluding technical specifications, drawings, **GCC** & all the documents etc., forming part of tender.

Date:  
Place:

Tenderer's  
Signature& Seal

#### DECL ARATI ON - `B'

Wedecclarethatwedonothaveanyemployeewhoisrelatedtoanyofficerofthe Corporation/ Central/ State Governments of India.

OR

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

NameoftheemployeeoftheTenderer	Name & designation of the Officer of the Corporation/ Central/ State Governments

Date:  
Place:

Tenderer's  
Signature& Seal

#### DECLARATION- 'C'

TheTendererisrequiredtostatewhetherheisarelativeofanyDirectorofIndianOil CorporationortheTendererisafirm in whichanyDirectorofourCorporationorhisrelative isapartneroranyotherpartnersofsuchafirmoralternatelytheTendererisa private company in which Director of Indian Oil Corporation is a member or Director.

S/N	PARTICULARS		Contact for Tender Filling and Documentation Mob No.: +91 - 9630030343 Helpline: - 18008892553 Email ID:- proposal@tendersttime.com Website:- www.tendersttime.com
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1	Name of the Tenderer and his relations with the Director in our Corporation.	
2	Name of the Director of the Corporation who is related to the Tenderer.	
3	Name of the Director of the Corporation who is a member or a Director of the firm.	

**Date:**  
**Place:**

**Tenderer's  
Signature & Seal**

#### DECLARATION- '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.

S/N	PARTICULARS	DETAILS
1	Name of the person	
2	Post last held in IOC	
3	Date of retirement	
4	Date of employment in the firm	

**Date:**  
**Place:**

**Tenderer's  
Signature & Seal**

#### Note:

- A separate sheet may be attached, if the above is not sufficient.
- 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.
- List of Director of IOC Board is attached.



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## ANNEXURE-C

### LISTOFDIRECTORSOFINDIANOILCORPORATIONLIMITED

**TheTenderersshalldeclarethefollowinginformationinexhaustivedetails:**

WhetherproprietorisadirectororisrelatedtoanydirectorofIOCLatpresentorretired within the past two years from the due date of submission of Bids?

Yes/No

Whether any partner or member of the firm is a Director or is related to any Director ofIOCLatpresentorretiredwithinthepasttwoyearsfromtheduedateofsubmissionofBids? Yes/ No

WhetheranyoftheDirectorsoftheCompanyisadirectororisrelatedtoanydirector ofIOCLatPresentorretiredwithinthepasttwo yearsfromtheduedateofsubmissionofBids? Yes/ No

To view the list of present Directors of the IOCL, please “Ctrl+Click” on the link below or copy the link & paste it in your Internet browser:

**<https://iocl.com/pages/our-leadership>**

Date:

Place:

### **LISTOF RELATIVES**

Apersonshallbedeemedtobearelativetoanother,ifanyandonlyif,

- i) He/She/TheyaremembersofHinduUndividedfamilyor
- ii) He/She/TheyareHusband&Wifeor
- iii) Theoneisrelatedtotheotherinthemannerindicatedbelow.

1. Father
2. Mother(includingStepMother)
3. Son(includingStepSon)
4. Son's Wife
5. Daughter(includingStepDaughter)
6. Father'sFather
7. Father'sMother
8. Mother'sMother

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9. Mother'sFather
10. Son'sSon
11. Son'sSon's Wife
12. Son'sDaughter
13. Son'sDaughter'sHusband
14. Daughter'sHusband
15. Daughter'sSon
16. Daughter'sSon'sWife
17. Daughter'sDaughter
18. Daughter'sDaughter'sHusband
19. Brother(includingStepBrother)
20. Brother's Wife
21. Sister(includingStepSister)
22. Sister'sHusband

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## ANNEXURE-D

### DPROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING (in letter head of bidder)

#### In the case of a Proprietary concern:

I hereby declare that neither in my personal name or in the case of my Proprietary concern M/s \_\_\_\_\_, which is submitting the accompanying Bid/Tender, nor any other concern in which I am proprietor or any partnership firm in which I am involved as a Partner, are presently or having during the past three years, been placed on any black list or holiday list declared by Indian Oil Corporation Limited or by any department of any Government (State, Provincial, Federal or Central) or by any Single Sector Organization in India or in any other country nor is there pending any inquiry by Indian Oil Corporation Ltd. or any Department of Government or by any other Single Sector Organization in India or in any other country, 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 in absence thereof state "NIL")

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

We \_\_\_\_\_ hereby declare that \_\_\_\_\_ neither we, M/s \_\_\_\_\_, which is submitting the accompanying Bid/Tender nor any partner involved in the said firm either in his individual capacity or as proprietor or partner of any firm or concern presently are or within the past three years have been or has been placed on black list or holiday list declared by Indian Oil Corporation Limited or by any department of Government (State, Provincial, Federal or Central) or by any Single Sector Organization in India or in any other country nor is there pending any inquiry by Indian Oil Corporation Ltd. or any Department of any Government (State, Provincial, Federal or Central) or by any other Single Sector Organization in India or in any other country, 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 in absence thereof state "NIL").

#### In the case of Company:

We hereby declare that neither we or a parent, subsidiary or other Company under direct or indirect common parent (associate company) are presently nor have within the past three years been placed on black list or holiday list declared by Indian Oil Corporation Limited or by any Department of any Government (State, Provincial, Federal or Central) or by any Single Sector Organization in India or in any other country; and that there is no pending inquiry by Indian Oil Corporation Ltd. or any Department of any Government (State, Provincial, Federal or Central) or by any other Single Sector Organization in any country against us or a parent or subsidiary or associate company as aforesaid, in respect of corrupt or fraudulent practice(s), except as indicated below:

(Here give particulars of black list or holiday listing, 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 with \_\_\_\_\_ remedy (including black listing or holiday listing) available to \_\_\_\_\_

Place:

Date:

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**ANNEXURE-E**

**PROFORMA OF TENDER NOT TAMPERED**

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

Note: Copy to be uploaded along with tender and original to be submitted during documents verification.

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.gov.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 & Seal

Date:

Place:

Witness:

- Name & Address: \_\_\_\_\_  
\_\_\_\_\_
- Name & Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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## ANNEXURE-F

### PAYMENT TO VENDORS THROUGH ELECTRONIC MODE

PaymentsystemtoVendorsthroughElectronicModessuchasEFT,RTGSetchasbeen 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 belowalongwith the enclosures as required:-

Date:

To ,  
M/sIndianOilCorporationLtd.  
Address

DearSir,  
Withreferencetoyouradvice,weherebyagreetoacceptthepaymentofourbills through  
“RTGS/NEFT/Electronic Mode” .

Thedesiredbankaccountdetailsaregivenbelow:

1.	VendorCodeallottedbyIOCLin SAP	
2.	NameofBeneficiary(i.eIOCLVendor)	
3.	NameoftheBeneficiary’s Bank	
4.	AddressoftheBeneficiary’sBankBranch	
5.	ContactdetailsofBranchwithSTDCode	
6.	Beneficiary’sBankAccountNo.(asper cheque copy )	
7.	Beneficiary’sAccountType(SB/CC/CA)	
8.	Beneficiary’sBankIFSCCode(11Digit)	
9.	MobileNoofBeneficiary(OneNumberonly)	
10.	E-MailIdofBeneficiary(OneMailIdonly)	

Ablankcancelledchequeleafrelatingtotheabovebankaccountisenclosedfor verifying the accuracy of the bank account details.

I hereby declare that theparticularsgiven above arecorrectand complete. I agree to receive transactional SMS / E-Mail Alerts from IOCL with regard to my bill payments.

Encl:CancelledCheque

(SignatureofAccountHolder)  
Sealofthe Vendor

\*\*\*\* Weherebyconfirmthattheabovebankaccountdetailsofbeneficiaryarecorrectinall respectsandtheaccountofBeneficiary(IOCLvendor)is maintainedatourbank branch.

(NameofBank&Branch)  
Authorized Signatory

\*\*\*\*Verificationrequiredon  
being submitted to IOCL office



bearingonthe cancelled cheque leaf

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## ANNEXURE-G

### SAFETYDECLARATION

#### I/Weherebydeclareandconfirm that;

1. I/we shall strictly adhere to safety standards stipulated in the Safety Practices during constructionstipulatedintheOilIndustrySafetyDirectorate(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'soranyotherlocationnotspecifiedhere)forthepurposeof rendering services to the Corporation under the subject Contract.
3. I/Weshallprovide,withoutanyexception,SafetyBeltstoallourworkmen/ labourers workingatheights(Including building rooftop, canopyrooftopetc)for the purpose of rendering services to the Corporation under the subject Contract.
4. I/WehavereadandunderstoodtheprovisionsofClause16oftheSpecialTerms& Conditions of Contract regarding safety at worksites.
5. I/WeshallbeboundtopayapenaltyofRs.5000/- (exclusiveofGST)forevery incident of non-provision of safety shoes/ safety helmet/ safety belts occurring during the pendency of the contract.
6. I/Weshalltakesafeheightworkingpermitforworkingatheights.
7. I/Weshallbesolelyresponsibleforanyaccidentresultingfromunsafepacticesor dueto non-adherencetosafetystandardstipulatedbytheOISD.Anyinjury/lossofliferesulting from the above shallbesolely atour risk& cost andweshall bear and paysolelyand absolutelyallcosts,chargesandexpensesincludinglegalchargesincurredinthis 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. Thepersonsigningthisdeclarationistheauthorizedsignatory.Signature:

Name:

Address:

Date:



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## ANNEXURE H

### INDEMNITYBONDUNDERTAKINGFORESI

(On acceptance of tender, this undertaking shall be submitted on stamp paper of appropriate value-- Rs. 500/- of MP)

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

called the "Contractors" (which expressions 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, Workmen's 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 HEREBY THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTOR to indemnify and keep indemnified the Corporation as stated hereinafter:

1. The Contractor hereby undertakes 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 are duly registered under Contract Labour (Regulation and Abolition) Act 1970 as amended from time to time and that they undertake to furnish a certified copy of the requisite Licence obtained by the Contractors from the competent authority to the Corporation's representative.
3. The Contractor hereby undertakes to keep proper record of attendance of his labourers and will give opportunity to the officers of the Corporation to supervise the same and confer upon the Corporation's representative the right to countersign the said register if so required by the Corporation. The Contractor shall provide a copy of the paysheet to the Location In Charge of the Corporation nominated by the Corporation for supervision of the payment of wages made to the labourers by the contractors and also confer the right on the Corporation for supervision of the payment of wages made to the labourers by the Contractors and also confer the right on the Corporation's representative to supervise the payment of wages to the labourers on the spot whenever required by the Corporation.
4. The Contractors state they are fully aware of the provisions of the ESIC Act, and the rules made thereunder. The said act and the rules made thereunder are not new for the labourers so far employed were not on continuous basis and of the said Act and the

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rulesmadethereunderandtheyarethereforenotrequiredtoobtainaseparateCode Number from the Regional ESIC Office.

5. TheContractorsherebyundertakeandagreethatineventofanyclaimonaccount ofESICliabilitiesarisinginfuture,theyshallkeeptheCorporationdulyindemnified againstalllosses,damages,charges,expenses,penalties,suitsorproceedingswhich theCorporationmayincur,sufferortobeputtoonthat account.
6. TheContractorherebyagree,confirmanddeclarethattheyhavefullycompliedand willcomplywiththeprovisionsofvariouslabourlaws,particularlythose referredto hereinaboveandthatnoviolationoftheprovisionsofvariousamenitiesand facilitiestotheworkersunderdifferentlawshasbeendonebythemandintheevents ofanypastorfutureviolationofthevariouslabourlaws the contractors shall indemnify and keep the Corporation duly indemnified against all losses, damages, costs, expenses, penalties,suitsorproceedingswhichthe Corporation may incur, suffer or be put to.
7. TheContractorherebyagreethattheaforesaidindemnityundertakingareinadditionto and not in substitution of the terms and conditions contained in the Empanelment documentsandtheAgreementexecutedbytheContractorswith the Corporation.
8. The Contractor hereby confirm, agree and record that these terms of undertaking and indemnity shall be irrevocable and unconditional and shall be binding on their heirs, executors, administrators and legal representative and shall ensure for the Corporation's benefit and for the benefit of its successors and assigns.
9. Thatallquestion,disputesanddifferencesbetweentheContractorandthe Corporationarisingunderthebond/undertakingshallbereferredtoarbitrationinthe samemannerasindicatedinthecontracttobeenteredintobetweentheContractors and the Corporation for the above Tender.

Signature:

Name&AddressSeal:

Date:

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## ANNEXURE I

### INDEMNITY BOND UNDERTAKING FOR GSTN

(Required in case of non-availabilityof GSTN number of State/UT of placeof Work)

(on stamp paper of appropriate value -- Rs. 500/- of MP)

We hereby confirm that we have submitted our response to the above mentioned tender.

We hereby mention that we do not have GSTN under State Govt. of.....as on date  
of submission of our response to the subject tender.

We hereby confirm that we shall obtain GSTN from Govt. of ..... as per applicable statutory rulesincaseofawardofworksbyIndianOilCorporationLimitedwithin6weeksfromthe date of receipt of Work Order.

We also hereby confirm that we shall submit our bills for payment only after submitting necessary documentary proof towards GSTN issued by Govt. of .....

Signature:

Name & Address Seal:

Date:

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## ANNEXURE-J

### DECLARATION

(On acceptance of tender, this undertaking shall be submitted on stamp paper of Rs500)

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 there under.
- 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 any thing 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 whatsoever which the Corporation may be liable to pay, incur or sustain by virtue of or as a result of the performance or observance or non-

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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 due to 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 hereby 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 or 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 any part thereof failing which, our employees, agents, servants etc. shall be deemed to be trespassers and on their failure to leave the Corporation's premises, the Corporation shall be entitled to remove all persons concerned (if necessary 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 or 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.

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

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## ANNEXURE-K

### BANK GUARANTEE PROFORMA INLIEU OF SECURITYDEPOSIT

(tobeexecutedonStamppaperofRs 500)

- InconsiderationoftheIndianOilCorporationLimitedhavingitsRegisteredOfficeat \_\_\_\_\_(hereinaftercalled“TheCorporation”)havingagreedtoexempt \_\_\_\_\_(hereinafter called “The said Contractor(s) / Supplier(s) / -Seller(s)”) from the demandunderthetermsandconditionsofanAgreementdated \_\_\_\_\_madebetween \_\_\_\_\_and \_\_\_\_\_for \_\_\_\_\_(hereinaftercalled “The said Agreement”), of Security Deposit for the due fulfillment by the said Contractor(s) / Supplier(s) / - Seller(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_ (Rupees \_\_\_\_\_ only), we \_\_\_\_\_ (hereinafterreferred to as “The Bank” at the request of \_\_\_\_\_ Contractor(s) / Supplier(s) / - Seller(s) do hereby undertake to pay to the Corporation an amount not exceeding 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 Contractor(s) / Supplier(s) / - Seller(s), of any of the terms or conditions contained in the said Agreement.
- 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 Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said Contractor(s) / Supplier(s) / - Seller(s) of any of the terms or conditions contained in thesaid Agreement or by reason of the Contractor(s) / Supplier(s) ‘ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and this guarantee shall be restricted to an amount not exceeding Rs.\_\_\_\_.
- We undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) / - Seller(s) 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 us under this bondshall be a valid discharge of our liability for paymentthere under andthe Contractor(s) /Supplier(s)/-Seller(s) \_\_\_\_\_;suchpayment.
- We, \_\_\_\_\_ furtheragree thatthe guaranteeherein containedshallremaininfull



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force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till \_\_\_\_\_ office/department at \_\_\_\_\_ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s)/Supplier(s)/-Seller(s) 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 the name of 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 agreement or to extend time of performance by the said Contractor(s) / Supplier(s) / - Seller(s) from time to time or to postpone for any time or from time to time any the powers exercisable by the corporation against the said Contractor(s) / Supplier(s) / - Seller(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) / Supplier(s) / - Seller(s) or forbearance, act or omission on the part of the corporation or any indulgence by the corporation to the said Contractor(s) / Supplier(s) / - Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have affect of so relieving us.
6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s) / Supplier(s) / - Seller(s).
7. We, \_\_\_\_\_ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the corporation in writing.

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

For



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(indicatethenameof Bank)

PLACE....

DATE.....

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**Annexure L**

**FORMAT O BID SECURITY DECLARATION FROM BIDDERS IN LIEU O FEMD**

**(On Bidders Letter Head)**

I/We, the authorized signatory of M/s....., participating in the subject Tender No. .... for **“GreenCo certification with allied works at 4 POL locations under MHSO”** do hereby declare : (i)that I/We have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and No EMD being deposited for the said Tender.(ii)that in the event we withdraw / modify our bid during the period of validity OR I/We fail to execute formal contract agreement within the given timeline OR I/We fail to submit a Performance Bank Guarantee / Performance security within the given timeline OR I/ We commit any other breach of Tender Conditions/ Contract which attracts penal action of forfeiture of EMD and I/We will be suspended from being eligible for bidding / award of all future contract (s) of Indian Oil Corporation Limited for a period of one year from the date of committing such breach.

**Signature and seal of authorized signatory o fbidder**

**Name of authorized signatory:.....**

**Place:**

**Date:**