



IndianOil

TENDER NO: 3136/GreenCo/LT/2023-24/01

**NAME OF WORK : CARRYING OUT TRAINING, IMPLEMENTATION AND
GREENCO CERTIFICATION AT IOCL, LUBE BLENDING PLANT SILVASSA**

LIMITED TENDER

FOR

**Carrying out Training, Implementation and GreenCo Certification at IOCL,
Lube Blending Plant, Silvassa**



**INDIAN OIL CORPORATION LTD
MARKETING DIVISION
Lube Blending Plant, Silvassa**

**Plot No: 75/1, Village: Karajgam,
PO: Amboli, Silvassa-396230
Dadra and Nagar Haveli and Daman and Diu**



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PART 'A': TECHNICAL BID

TENDER NO: 3136/GreenCo/LT/2023-24/01

Tender ID: 2023_GSO_170294



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ANNEXURE 1

NOTICE INVITING E-TENDER

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

1.	TENDER NO.	:	3136/Green Co/LT/2023-24/01
2.	NAME OF WORK	:	Carrying out training, implementation and GreenCo Certification at IOCL, Lube Blending Plant, Silvassa
3.	PLACE OF WORK	:	Plot No: 75/1, Village: Karajgam, PO: Amboli, Silvassa-396230 Dadra and Nagar Haveli and Daman and Diu GSTIN No of IOCL: 26AAACI1681G1ZR
4.	ESTIMATED VALUE OF WORK	:	Rs. 6,77,320/- (Rupees Six Lakh Seventy Seven Thousand Three Hundred Twenty Only) including GST @18%.
5.	TENDER FEE	:	Nil. Bidders are required to download the tender documents free of cost from IOCL e-tender website (https://iocletenders.gov.in)
6.	EARNEST MONEY DEPOSIT	:	NIL. However, declaration as per Annexure – I to be submitted in lieu of EMD.
7.	TENDER DOWNLOAD PERIOD FROM e-TENDER PORTAL:		
	a) Starts on	:	25-Aug-2023 01:00 PM
	b) Ends on	:	06-Sep-2023 01:00 PM
8.	PRE BID MEETING	:	29-Aug-2023 01:00 PM at Plot No: 75/1, Village: Karajgam, PO: Amboli, Silvassa-396230 Dadra and Nagar Haveli and Daman and Diu



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9.	SUBMISSION OF TENDER IN e-TENDER PORTAL:		
	a) Starts on	:	25-Aug-2023 01:00 PM
	b) Ends on	:	06-Sep-2023 01:00 PM
10.	DUE DATE FOR OPENING OF TENDER:		
11.	Opening of Tender	:	07-Sep-2023 01:00 PM
12.	VALIDITY OF TENDER	:	Offer shall be valid for 120 Days from date of opening of tender. In case of requirement, IOCL may seek further extension of the validity of the offer from the bidders.
13.	WORK COMPLETION TIME	:	6 Months from the 10th day of the date of Letter of Acceptance (LOA) / Date of receipt of work order whichever is earlier.
14.	MODE OF TENDER SUBMISSION	:	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
15.	SECURITY DEPOSIT (SD)	:	• 10 % of the work order value exclusive of GST.
16.	LIQUIDATED DAMAGES / LATE DELIVERY/ PRICE ADJUSTMENT	:	Deduction of ½ % of work order value per week or part thereof (maximum 10%) on work order executed value in case of delay beyond the completion time limit specified due to reasons attributable to the Vendor. In partial modification of Clause 4.4.0.0 of GCC, price adjustment for delay amount from RA bills shall be computed at applicable percentage, on cumulative value of works done up to the concerned RA bill. However in cases of abandonment of site / termination, price adjustment for delay shall be applied in line with GCC clause 7.0.9.0 on the Total Contract Value as specified in the Acceptance of Tender.
17.	ESCALATION / DEESCALATION	:	Escalation / de-escalation shall not be applicable.
18.	PREQUALIFYING CRITERIA	:	<u>None, As Limited Tender and parties are nominated by CII</u>
19.	METHODOLOGY OF SELECTION OF PARTY:		



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	<p>1.1.1. Notwithstanding any other condition/provisions in the tender document, the bidders are required to submit complete documents with their offer. Failure to submit required documents may render the bid to be summarily rejected.</p> <p>IOCL reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents/clarifications.</p> <p>1.1.2. Net Delivered price = Delivered price minus Input tax credit as available to IOCL. (Full/ Part/ Nil);</p> <p>1.1.3. The bidder shall calculate his final evaluated price as per BOQ or evaluation criteria mentioned in the tender document and quote accordingly</p> <p>1.1.4. IOCL reserves the right to conduct price negotiation with overall L1 bidder based on price quoted in BOQ.</p> <p>1.1.5. The Bidders are advised to submit their offers strictly as per the terms and conditions and specifications contained in the tender document and not to impose conditions/ counter conditions. Conditional tenders received subsequent to the pre bid meeting shall be liable for rejection. The Corporation reserves the right to accept any tender in whole or reject any or all tenders without assigning any reasons.</p> <p>Note: Since this will overall be as a single work, the Works/Quantity cannot be split for this tender. Hence purchase/price preference for MSEs will not be applicable for this tender.</p>		
20.	<p>VERIFICATION OF ORIGINAL DOCUMENTS:</p> <p>Technical Qualification of the bidder/tenderer shall be carried out based on the documents submitted by the tenderer along with the tender.</p> <p>In case of submission of forged documents by the bidder, besides cancellation of the tender, necessary action shall be initiated for Holiday Listing of the bidder.</p>		
21.	<p>CONTACT PERSON</p>	:	<p>DGM (P), LBP Silvassa Contact No : +91- 9167528753 Email id : blmurmu@indianoil.in Plot No: 75/1, Village: Karajgam, PO: Amboli, Silvassa-396230 Dadra and Nagar Haveli and Daman and Diu</p>

22. EVALUATION OF TENDERS:

- The procedure for evaluation of tenders shall be as follows:
 - Only the bid of those parties uploading their tenders before due date and time of submission, shall be considered for opening.



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- After opening the price bid the selection of bidder will be based on lowest acceptable total net delivered price/cost(with or without negotiation). For arriving at Net delivered cost/price, Input Tax Credit (ITC) available to the corporation will be taken into consideration. The Net Delivered cost/price will be arrived as under:

Net delivered cost = Quoted cost (as per quote in BOQ) + applicable GST amount - ITC on GST available to the Corporation

- Negotiations shall not be conducted with the bidders as a matter of routine. However, Corporation reserves the right to conduct negotiations. Tenderers will have to attend the Office of INDIAN OIL CORPORATION LIMITED as informed by Tender Issuing Authority for negotiations/clarifications as required in respect of their quotation without any commitment from INDIAN OIL CORPORATION LIMITED.

1. The tenders will be summarily rejected if:

- Bidder not meeting tender qualifying parameter norms specified / not submitting documents as per NIT.
- Non-withdrawal of conditions imposed in tender document & conditions imposed during negotiations.
- 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.
- Bidder submitting fabricated/ false/ forged documents for the tender.
- Bidder put on holiday list during the pendency of this tender.
- The tenders will be summarily rejected if requisite EMD or EMD exemption document is not uploaded on e-tendering portal as mentioned in NIT.

EVALUATION CRITERIA IN CASE OF TIE I.E. IDENTICAL RATES QUOTED BY MORE THAN ONE PARTY:

- In case of tie between two or more bidders at L-1 position (based on the Net delivered cost/price as derived), all the L-1 bidders shall be asked to submit discount bid in terms of percentage discount over previous quoted amount in a sealed envelope. Above exercise shall currently be an offline activity outside the e-portal.
- The bidders while seeking revised bids shall be advised to witness the opening of sealed envelopes.
- In case there is a tie again, the bidder with the highest turnover in any of the last three years as submitted against Turnover criteria shall be considered as L1 bidder. In the event of bidder submitting turnover documents for only one or two years, L1 shall be decided on the basis of turnovers submitted.
- Modality for receiving price implication from bidders for breaking of tie:
 - Mode of information to bidders shall be preferably be through mail with copy through courier/registered post etc.
 - Receipt both by hand and through post shall be acceptable. If received in advance the same may be put in tender box.
 - Normally at least 7 days notice shall be given for the submission and opening of revised bid /price implication.
 - In absence of response (non receipt of revised bid/implication or request for extension), the bid may be treated as one with nil additional discount



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23. PAYMENT SCHEDULE:

- The payment will be released from the IOCL LBP Silvassa within 30 days after generation of bills on monthly basis by vendor.
- 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.
- The future rate variation in taxes shall be governed by Standard taxation Condition (STC)
- The rates quoted shall be inclusive of all applicable considerations of bidders excluding GST, any duties, cess or statutory levies levied by central or state authorities which is payable extra as applicable. No extra payment shall be made under the contract on account of any variation other than that mentioned in the note.

The payment will be released from as per following terms. Part payment shall be allowed. The timeline of fee payment for the implementation of GreenCo Rating at Lube Blending Plant, Silvassa will be as given below:-

S.No	BoQ Item	Percentage of Payment
1	ON-SITE Training program on GreenCo Rating: Number of Training Days: 1 Number of Trainees: 12 (Maximum) Number of Subject Matter expert: 2 or More as per expertise in field. Rates include all cost included	9%
3	Handholding visits / Consultative visits & Pre-assessment: Number of Visits: 3 Duration of Visit: 2 Days *Duration would be counted as full day only if vendor reports at location in time i.e., 08:30 hrs to 1700 hrs; Prior intimation atleast 2 days in advance in counsulation with IOCL is to be done in this regard before visit.	25%
4	1st Annual Sustenance review. All projects review is to be done. Proper progress report is to be made in MOM. Suggestions for improvement to be made.	9%



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	2nd Annual Sustenance review	
5	All projects review is to be done. Proper progress report is to be made in MOM. Suggestions for improvement to be made.	8%
6	Certification and Award of GreenCo Rating	49%

***For exact figures please see BOQ figures.**

24. OTHER POINTS:

1. Tenderers to please note carefully the above schedule for Pre-Bid Conference since all the clarifications, if any, with regard to Technical/ Commercial conditions shall be given therein. Tenderers are advised to ensure that their queries must reach by e-mail addressed to the Contact person as specified in NIT. Tenderers may also note that after the clarifications are given against the points discussed in Pre Bid conference, no further deviation shall be permitted and such clarifications shall be binding on all bidders. All are requested to attend the Pre Bid conference at their own cost.
2. 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.
3. 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.
4. Legal dispute, if any, arising during the evaluation of the tender shall be within the jurisdiction of local courts.
 - For disputes up to stage of LOA – Silvassa Jurisdiction
 - For disputes during execution stage – Silvassa Jurisdiction
5. Please visit our website <https://iocletenders.nic.in> for further details of this tender.
6. Bidders to note that 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 consultants
7. The rates quoted shall be inclusive of all applicable considerations of bidders excluding **GST**. No extra payment shall be made under the contract/individual work order on account of any variation whatsoever throughout 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 except GST which will be paid at actual as per Govt. norms. The vendor shall take note that they must comply all statutory taxation requirements as per Law.



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8. The vendor 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 input tax credit of all applicable taxes wherever possible.
9. The future Rate variation in Taxes shall be governed by the Standard Taxation Condition (STC).
10. The Bidder is required to submit valid documents for taking **GST credits** as applicable during execution of contract and comply with all prevailing statutory requirement as per Govt. rule.
11. 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

ANNEXURE-2
LIST OF DOCUMENTS REQUIRED TO BE UPLOADED

Sl	Description						
1	PAN						
2	GST Registration Certificate						
3	<p>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.</p> <table> <tr> <td>In case of Proprietary Concern</td><td> <ul style="list-style-type: none"> If the bid is submitted by the proprietor, no POA required. However, he will upload undertaking certifying that he is sole proprietor. (Annex-O) If the bid is submitted by person other than proprietor, POA authorising the person to submit bid on behalf of the concern. </td></tr> <tr> <td>In case of Company</td><td> <ul style="list-style-type: none"> Certified copy of Board Resolution authorizing the person submitting the bid on behalf of the company. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> POA and the supporting Board Resolution authorizing the person submitting the bid on behalf of the company. </td></tr> <tr> <td>In case of Partnership Firm/LLP</td><td>POA along with Deed of Partnership / LLP Agreement.</td></tr> </table>	In case of Proprietary Concern	<ul style="list-style-type: none"> If the bid is submitted by the proprietor, no POA required. However, he will upload undertaking certifying that he is sole proprietor. (Annex-O) If the bid is submitted by person other than proprietor, POA authorising the person to submit bid on behalf of the concern. 	In case of Company	<ul style="list-style-type: none"> Certified copy of Board Resolution authorizing the person submitting the bid on behalf of the company. <p style="text-align: center;">OR</p> <ul style="list-style-type: none"> POA and 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.
In case of Proprietary Concern	<ul style="list-style-type: none"> If the bid is submitted by the proprietor, no POA required. However, he will upload undertaking certifying that he is sole proprietor. (Annex-O) If the bid is submitted by person other than proprietor, POA authorising the person to submit bid on behalf of the concern. 						
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In case of Partnership Firm/LLP	POA along with Deed of Partnership / LLP Agreement.						



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	In case of Co Operative Society	Copy of resolution passed as per Society Rules.	
4	Statement of credentials (Annex A)		
5	Declarations for “A,B, C & D” (Annex B)		
6	Undertakings and Declarations for “Holiday Listing” (Annex D)		
7	Undertakings and Declarations for “Non tampering” (Annex E)		
8	Undertakings and Declarations Acceptance of Tender Terms and Conditions as attached with the tender document (Annex L) . Bidder shall upload this document instead of complete set of technical bid documents as a token of their acceptance.		
9	Safety declaration (Annex G)		
10	Undertaking for non engagement of child labor (Annex J)		
11	Turnover of last 3 years (Certified by CA)		
12	Format of bid security declaration from bidders in lieu of earnest money deposit / bid security (Annex-N)		
13	UNDERTAKING FOR SOLE PROPRIETOR AND ULTIMATE BENEFICIARY OF PROPRIETORSHIP FIRM (Annex-O)		
14	INSOLVENCY RESOLUTION Y/ LIQUIDATION /BANKRUPTCY (Annex-P)		

Tender Issuing Authority
DGM (P), LBP Silvassa



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ANNEXURE-3

ABBREVIATIONS & NOTATIONS

UNLESS OTHERWISE SPECIFIED FOLLOWING NOTATIONS/ ABBREVIATIONS SHALL BE APPLICABLE TO DOCUMENT

MM/mm	MILLIMETER
SQMM/sqmm/mm2	SQUARE MILLIMETER
CM/cm	CENTIMETER
SQCM/Sqcm	SQUARE CENTIMETER
SFT/sft	SQUARE FEET
M/m/rm/RM	METRE / RUNNING METRE
SQM/sqm/m2	SQUARE METRE
CUM/cum/m3	CUBIC METRE
KG/kg	KILOGRAM
MT	METRIC TONNE
MS	MILD STEEL
DIA/dia/Φ	DIAMETER
NO (S) / Nos. / nos.	NUMBER(S)
PCC	PLAIN CEMENT CONCRETE
RCC	REINFORCED CEMENT CONCRETE
EIC	ENGINEER IN -CHARGE
IS/BIS	INDIAN STANDARD
API	AMERICAN PETROLEUM INSTITUTE
JOB	JOB LUMPSUM
LS	LUMPSUM
EMD	EARNEST MONEY DEPOSIT
ISD	INITIAL SECURITY DEPOSIT
BG	BANK GUARANTEE



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ANNEXURE-4

SPECIAL TERMS AND CONDITIONS OF CONTRACT

1. SECURITY DEPOSIT

The successful vendor shall within 10 days from the date of LOA/work order have to make payment against Security Deposit, payable at INDIAN OIL CORPORATION LIMITED. The Security Deposit amount shall be equivalent to 3% of the work order value (excluding taxes). SD is payable by online account transfer/ DD / Pay Order / Bank Guarantee (provided value of SD is at least ₹1 Lakh). The Security Deposit will be refunded after 3 months of completion/ending of contract. It will carry no interest.

2. PRICE ADJUSTMENT TOWARDS DELAY AND UNSATISFACTORY SERVICES:

Deduction of ½ % of work order value per week or part thereof (maximum 10%) on work order executed value (including taxes) in case of delay beyond the completion time limit specified due to reasons attributable to the Vendor. Such price adjustment for delay to be provided through the invoice / the credit note.

The cumulative amount with respect to delay in services on account of the above shall be adjusted against bill payment.

3. SPECIAL CLAUSES ON TAXATION (SCT):

Clause No.	Description
	DEFINITIONS
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.
	GENERAL
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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Clause No.	Description
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 (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. 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. 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.
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	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. 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. 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. In case the contractor is falling under Unregistered category, the contractor should confirm the same.
6	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 along with Statutory levy/Tax, if any, payable on such recovery.
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



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Clause No.	Description
	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	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.
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. 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.
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	ROAD PERMIT /WAY BILL
15.1	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.
15.2	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.
16	Works Contract / Composite Supply / Mixed Supply
16.1	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. 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



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Clause No.	Description
	each other in the ordinary course of Business, and then the rate as applicable for principal supply will be applicable on the entire transaction. 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. 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. 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.
16.2	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. Hence the bidders have to seek registration at the locations where the work is intended to be carried out.
16.3	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.
16.4	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
16.5	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.
17	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 (TDS) is applicable under the Income tax Act , 1961 the same will be deducted from the Invoices raised and Certificate as per provision of the Income tax Act and its Rules will 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.

4. **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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5. **TAXATION CLAUSE**

Whenever taxes are charged on IOCL, the vendor 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/challan should be signed by the person authorized to sign such invoice/bill/challan.
- Invoice/bill/challan should be serially numbered.
- Invoice to contain name, address and the GST registration number of the service provider.
- Invoice to contain name, address and the GST registration number of service receiver
- Invoice to contain description, classification and value of taxable service provided.
- **GST** (SGST / CGST / IGST etc as per applicability) to be mentioned separately.

6. **PUTTING A PARTY ON HOLIDAY LIST**

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

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

If a Party

- Has indulged in malpractices such as bribery, corruption, fraud and pilferage, bid rigging / price rigging
- 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.
- Has submitted fake, false or forged documents/ certificates
- 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
- Has obtained official company information or copies of documents, in relation to the tender/ contract, by questionable methods/ means
- Has deliberately violated and circumvented the provisions of labour laws/ regulations/ rules, safety norms or other statutory requirements.
- Has deliberately indulged in construction and erection of defective works or supply of defective materials.
- Has not cleared IOCL's previous dues.
- Has committed breach of Contract or has failed to perform a contract or has abandoned the contract.
- 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
- After opening of Price Bid, on becoming L1, withdraws/ revises his bid upwards within the validity period.
- 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
- Any other ground for which in the opinion of the Corporation makes it undesirable to deal with the party.



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- 6.1 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.



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ANNEXURE-5
INSTRUCTIONS TO TENDERERS

1. Bidder is advised to visit the site and familiarize themselves of the existing facilities & environment, and will collect all other information, which may be required for preparing and submitting the bid and entering into the contract. Claims & objections due to ignorance of existing conditions or inadequacy of information will not be considered after submission of the bid and during implementation.
2. **Safety / Security of Materials**
The responsibility of safety and security of materials and equipments brought by the Vendor will remain with the Vendor and any claim of whatsoever nature due to any loss or otherwise will not be entertained.
3. **Observation of Rules and Regulations**
The Vendor will abide by all the statutory Rules, Regulations, bye-laws and statutes etc., imposed by the Central Government / State Government / Semi-Government and other local authorities for execution of the assigned job entirely to the satisfaction of the Corporation.
4. The Vendor will have to observe all local rules for safety/security, gate passes etc. as advised by our Officers.
5. **Liability**
Loss or damage to IOC's existing facilities/ material/ equipment/ property either through theft or otherwise due to negligence of vendor's workmen while carrying out the work will be recoverable / made good by the Vendor to the entire satisfaction of IOC at his own risk and cost.
6. The vendor will be responsible to pay the expenses for providing medical treatment to their employees who may suffer any bodily injury during the course of their business while carrying out their contractual obligations, as a result of any accident, within the Corporations premises. The Corporation will in no event be liable or responsible for any payment and the vendor will keep the Corporation indemnified against the same and from all proceedings in respect thereof.
7. The security deposit will be refunded to the Vendor **after 3** months of successful completion of job.
8. **Instructions related to the price bid format (BOQ)**
 - The price bid format which is provided/ uploaded is in excel sheet format.
 - The rates to be quoted shall be as per the price bid format wherein the unit of measure is mentioned.
 - While filling the excel sheet you should enable the macros, and if there is any warning like "MACROs have been disabled", there will be an option button at the side of this message. You should click on the option button and select the "Enable the content"
 - All efforts have been made for the correct display of the Net Landed cost based on the formulas incorporated in the provided / uploaded BOQ (Price bid) sheet. However, the tenderer in their own interest must cross check the rates / figures quoted in the BOQ sheet either by calculator or in another excel sheet or by any other method of calculation to ensure that the rate quoted by them in the e-tender BOQ is 100% correct.



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- This cross check is important and beneficial for the tenderer as in the uploaded BOQ the Landed cost is displayed based on the rates and numbers filled by the tenderer as it internally calculates using appropriate formula.

9. Tender Opening:

- Tender is called with **Two bid system** – Techno-commercial bid shall be opened first. The "Techno-Commercial Bid" should not contain any prices or indication thereof in any manner whatsoever. In case of ambiguity or incomplete documents pertaining to PQC, bidders shall be given one opportunity with a fixed deadline after bid opening to provide complete.
- Price Bids would be opened for parties for whom Techno-commercial bids are accepted.
- Witnessing of techno-commercial bid & Price bid of the tender shall be online at our website.

10. Acceptance/Rejection:

- The Price bid (BOQ) should be uploaded strictly as per the format available with the tender in the website failing which the offer shall be rejected.
- IOCL reserves the right to accept or reject any tender in Part or full to abort the bidding process without assigning any reason whatsoever.
- IOCL reserves the right to not accept the lowest bid.

11. TENDERS LIABLE FOR REJECTION

Tender is also liable for rejection if the Bidder:

- Stipulates the validity period of offer & Period of contract is less than what is stated in the Tender document.
- Stipulates his own conditions.
- Does not disclose the full names and addresses of all his partners or Directors.
- Does not fill in and sign the required annexure, specifications, etc. as specified in the tender.
- If the bid submitted contains unacceptable terms and conditions.
- If the bid submitted is not according to our format of Price and Un-Price Bid.

12. It is mandatory for every tenderer to fill all the documents as set out in the tender document irrespective of their earlier association with IOCL.

13. No alteration in the tender will be allowed after opening.

14. COST OF BIDDING: The bidder shall bear all costs associated with the preparation and submission of the bid.

15. BIDDING DOCUMENTS: The bidder is expected to examine all instructions, forms, terms and conditions in the bidding documents. The invitation to bid together with all its attachments thereto shall be considered to be read, understood and accepted by the bidder.

16. AMENDMENT OF BIDDING DOCUMENTS: At any time during the bidding process, Indian Oil Corporation may modify the bidding documents by amendment thereto. Such amendments will be notified / published thru e-tender portal and will be binding on all bidders.

17. LANGUAGE OF BID: Bid and all correspondence/drawings and documents relating to the bid exchanged between the bidder and IOCL shall be in ENGLISH language.



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18. LATE BIDS: No bids can be submitted online after the last date and time for submission of bids prescribed.

19. To assist in the scrutiny, evaluation and comparison of bids, IOCL may, at their discretion, request clarifications on the bid from the tenderer including submission of documents.

20. IOCL shall not be bound to accept lowest or any tender and reserve the right to accept one or more tenders in part. The decision of IOCL in this regard shall be final.

21. As the documents are being submitted by the bidders in the tender, the responsibility of authenticity of documents shall be with bidders.

22. Action Against Submission of Forged Documents :

Canvassing of information or submission of forged or false documents / information by any Tenderer shall make their offer invalid. In addition, action shall also be taken by IOCL which includes forfeiture of EMD as well as putting the Tenderer on Holiday list.

Indian Oil reserves the right to reject tender of any or all the applicants without assigning any reason at its absolute discretion.



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ANNEXURE 6
SCOPE OF WORK

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The complete tender is for works at Lube Plant Silvassa as per address given below. The scope of work is to **carry out training, implementation and GreenCo certification at IOCL, Lube Plant.**

The address of this Project Site is as below:

**Plot No: 75/1, Village: Karajgam,
PO: Amboli, Silvassa-396230
Dadra and Nagar Haveli and Daman and Diu**

1. About Green Co Certification:-

i. OBJECTIVE:

CII has developed the GreenCo Rating System the *“first of its kind in the World”*. The objective is to define and assess “How Green is your company” and highlight the way forward to facilitate world class competitiveness through Green strategies. The assessment facilitates companies to drive excellence on green parameters and help to achieve multiple energy, environmental and resource conservation benefits. It also provides companies an enhanced Corporate Green Image. The framework adopts cradle to cradle life-cycle approach to evaluate the activities of the company on the ecological front.

(Notes: life cycle approach address reducing environmental impacts in all the stages of manufacturing / service - Product design, Materials used, procurement, vendor management, logistics, packaging, manufacturing, distribution, product use, disposal and recycling)

ii. BENEFITS

The implementation of GreenCo rating offers the following benefits to companies:

- I. Drives excellence in Resource conservation
- II. Provides new opportunities for cost reduction
- III. Provides multiple energy, environmental and resource conservation benefits



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- IV. Builds world class competitiveness in Green manufacturing
- V. Provides Green Corporate image
- VI. Helps implement global best practices and sustainability concepts
- VII. Makes companies future ready to meet stricter environmental needs / regulations
- VIII. Enhances credibility & creates transparency among stakeholders
- IX. Helps understand where the company stands compared to peers & competitors
- X. Builds strong long-term roadmap for ecologically sustainable business growth
- XI. Excellent tool for top management to monitor green performance.

iii. GREENCO RATING PROVIDES A FRAMEWORK FOR IMPROVEMENT TODRIVE EXCELLENCE IN THE FOLLOWING AREAS:

1. **World Class Energy Efficiency** – drives the company to become lowest Specific EnergyConsumer within the sector
2. **Water Neutral/Positive status** – provides road map for water conservation activities both within & beyond the fence towards water neutrality or achieving water positive status
3. **Renewable Energy** – encourages companies to maximize the use of renewable energy through onsite generation or offsetting methods
4. **Green House Gas mitigation** – facilitates reduction of GHG emissions and gradually progress towards carbon neutrality.
5. **Zero Waste** – identifies ways to improve Solid, Liquid & gaseous waste management and facilitates to achieve Zero Waste to landfill status / Zero Liquid discharge status
6. **Material Conservation & Recycling & Recyclability** – helps companies to improve their Material use efficiency such as Raw materials, Consumables, Packaging materials. Encourages companies in recycling & reuse of materials in processes and products. Encourages companies to increase



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the recyclability or biodegradability of their products.

7. Greener Supply Chain – Promotes Green procurement, sustainable sourcing, Green logistics, Green packaging. Drives companies to minimize their environmental footprint in their supply chain by working with suppliers & other stakeholders to reduce impact in Energy, Water, Waste, toxicity, Emission, Logistics, Packaging & Material consumption

8. Product Stewardship – drives companies to take up extended responsibilities such as Design for Environment, Toxicity Reduction in products & processes, End of Life Management of products , Life cycle Management of products, Educate & influence consumer behavior

9. Life Cycle Assessment – Encourages companies to conduct Environment Life cycle impact assessment (ELCA) studies for their products or processes & reduce the environmental footprint. Encourages companies to produce Environment Product Declarations.

10. Eco friendliness – Promotes Green buildings, Biodiversity & Green innovations

IV. The Green Company Rating System advocates a performance based approach. The ratingsystem evaluates green features of companies against the following performance parameters:

1. Energy Efficiency
2. Water Conservation
3. Renewable Energy
4. GHG Mitigation
5. Waste Management
6. Material Conservation, Recycling and Recyclability
7. Green Supply Chain
8. Product Stewardship
9. Life Cycle Assessment
10. Eco friendliness



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A company pursuing GreenCo rating not only becomes a leader in green but will also become globally cost competitive. GreenCo rating is unique and highly performance oriented. Results achieved by the company are given significant weightage (70 %) in the assessment. A company has to be superior in green performance to reach the highest rating level.

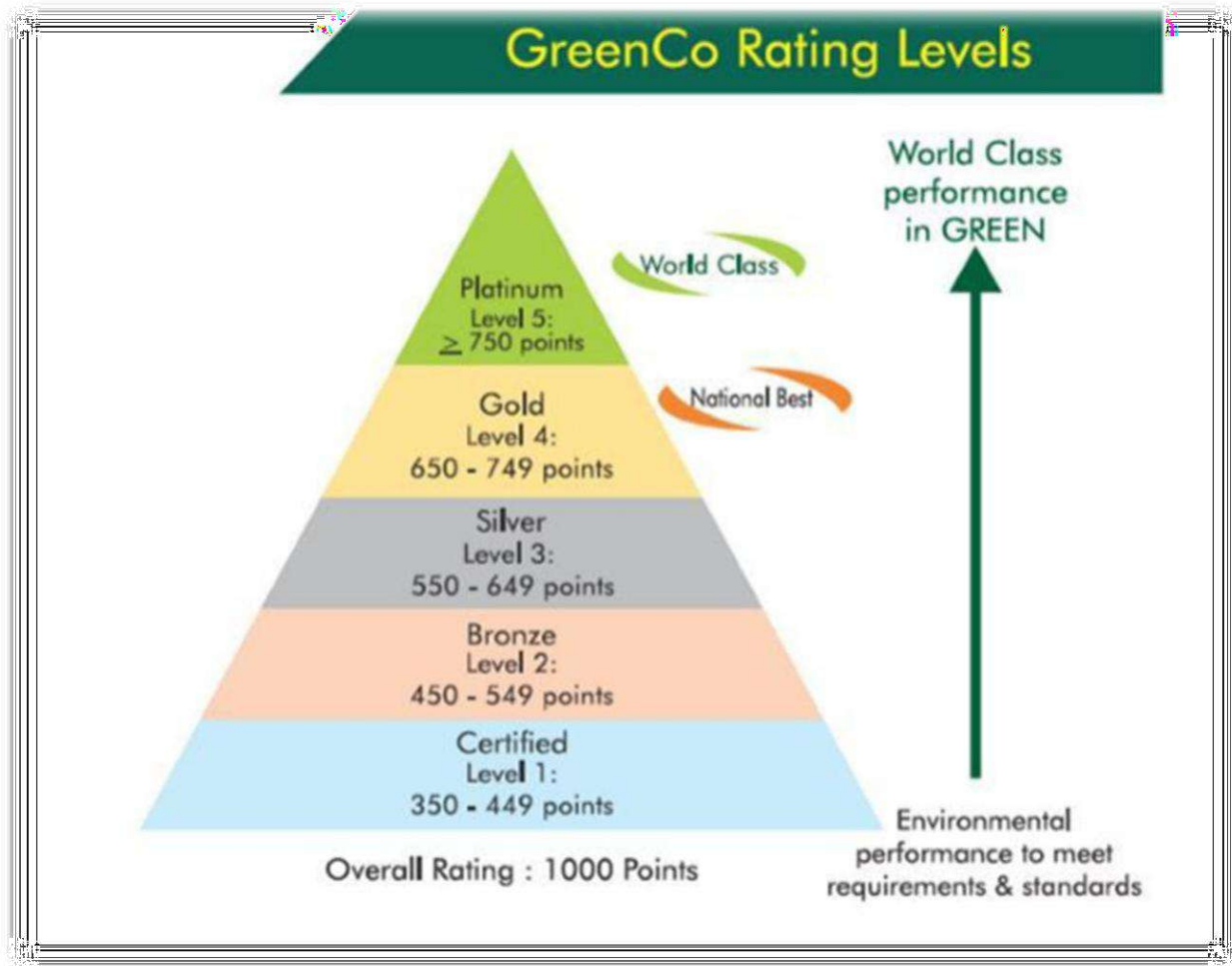
GreenCo Rating Framework- Cement Sector

S.No	Parameters	Weightage (Points)
1	Energy Efficiency	200
2	Water Conservation	100
3	Renewable Energy	100
4	GHG Reduction	125
5	Waste Management	100
6	Material Conservation, Recycling & Recyclables	100
7	Green Supply Chain	50
8	Product Stewardship	50
9	Life Cycle Assessment	75
10	Others (Eco friendly environment, Site Location, Green Belt & Innovation)	100
	Total	1000



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2. 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 CII Staff / External experts
1	Training program on GreenCo Rating	01	02	01 to 02
2	Handholding visits / Consultative visits & Pre-assessment (3 visits of 01 to 02 days each)	03	01 to 02	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	-	-	-
6	1st Annual Sustenance review	01	01	01 to 02
7	2nd Annual Sustenance review	01	01	01 to 02

GREENCO RATING PROCESS

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

- 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. Training program on GreenCo Rating:** Post registration, Authorized vendor will conduct a 2-day advanced training Program for the unit to help the team understand the concepts addressed under the GreenCo framework. The following are the objectives of the training



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program:

- a) Impart training & awareness to the plant team on GreenCo Rating parameters
- b) Share National & Global best Practices in Green
- c) Share best practices from GreenCo Rated companies
- d) Understand the operations of the unit and their current level of green performance.
- e) Identify gaps /short term / long-term improvement opportunities 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. GHG Mitigation
- vi. Waste Management
- vii. Conservation and Recyclability
- viii. Green Supply Chain
- ix. Product Stewardship
- x. Life Cycle Assessment
- xi. Eco Friendliness

III. Handholding visits & data collection & submission: 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 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.



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- 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 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.

ACCESS TO INFORMATION & CONFIDENTIALITY

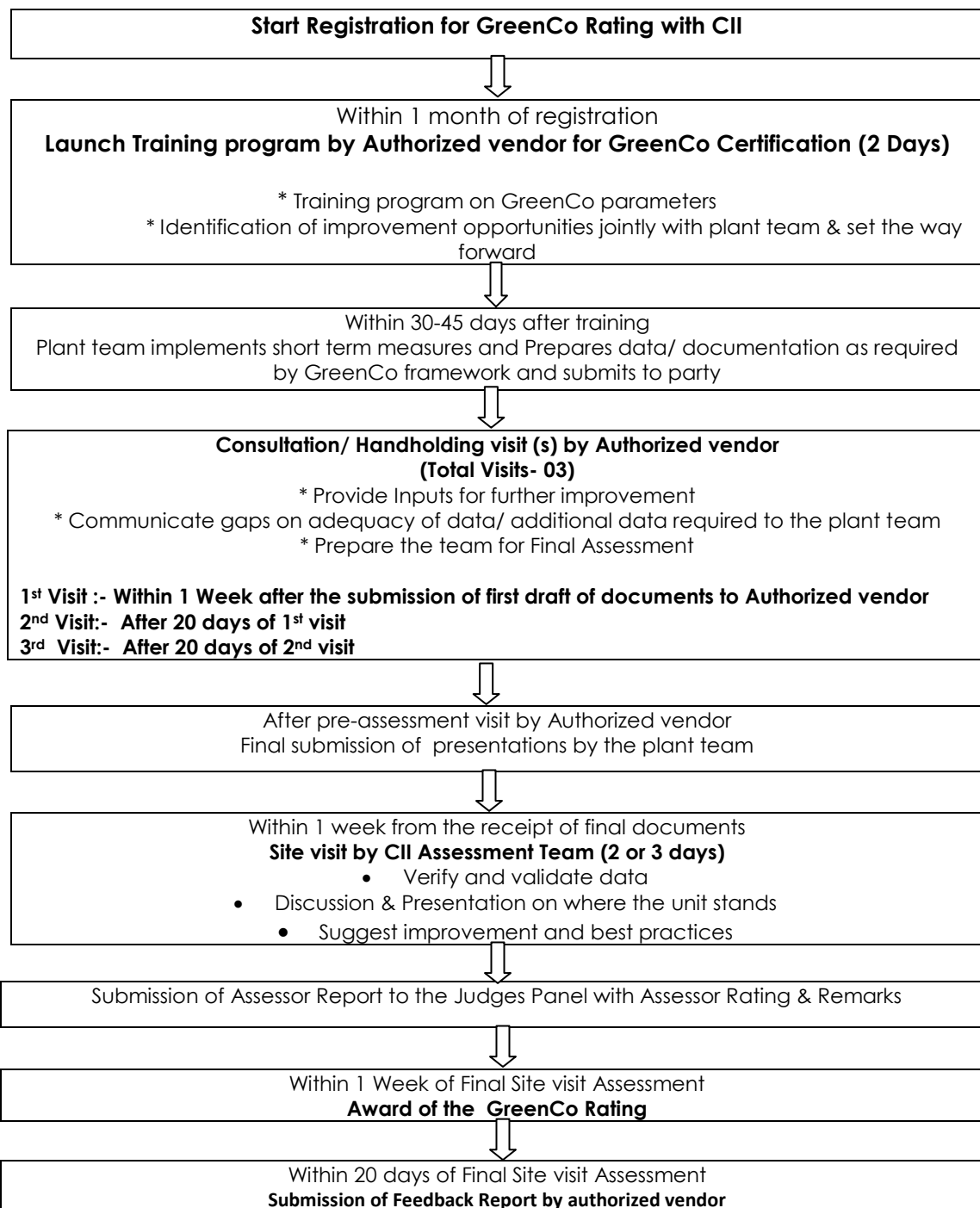
All the information required for GreenCo rating shall be made available to party as and when required in the formats provided. All information collected during the study shall be kept confidential by authorized vendor and the external experts.



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SUGGESTED TIME LINE OF ACTIVITIES (6 MONTHS):-





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PART B – **COMMERCIAL BID**



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ANNEXURE - A

STATEMENT OF CREDENTIALS TO BE FURNISHED BY 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 PROPRIETORSHIP: - _____
(Give Name of the Proprietor)**

OR

3. PARTNERSHIP FIRM:-



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(Give names of the Partners and enclose scan copy of Partnership deed)

I	Names of Partners: A. B. C.
II.	Authorized Signatory: A. B. C.

OR

4. PRIVATE OR PUBLIC LIMITED COMPANY?

(Upload list of Directors and copy of Certificate of Incorporation)

I.	Names of Directors: A. B. C.
II.	Authorized Signatory A. B. C.

(C) Details of Completed Work Orders of minimum value as per Pre- qualification criteria (PQC) during last FIVE years as specified in PQC of the tender: (NOT MANDATORY)

Sl. No	Particulars	WO-1	WO-2	Wo-3
a	Party's Name to whom executed, Clear Postal Address, Telephone/Fax Nos and E-Mail Address.			
b	<u>Work Order (WO) Details-</u>			
	WO Reference No.			
	WO Date			



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	WO Value (Rs. in Lakhs)			
c	Detail of works & Location			
d	Date of completion of work			
e	Completion certificate reference No. and date			
f	Completion Value of Work, as per Completion certificate			

Note: a. Tenderer should upload copy of the above-referred work orders and completion certificates/proof of payment as applicable as per NIT

b. Enclose a separate statement, if space is not sufficient.

(D) Annual Turnover (as per Signed and Audited Balance Sheet including P&L account) in following last THREE financial years:

SL No.	Financial Year	Value (Rs. In Lakhs)
1	2022-23	
2	2021-22	
3	2020-21	

Note : Tenderer should upload copy of signed and audited Balance sheet including P&L account as proof of turnover as per NIT.

(E) INCOME TAX DETAILS:

Income Tax Returns Acknowledgement Filed for last three assessment years (i.e. Corresponding financial years):

ASSESSMENT YEAR	DATE	ACKNOWLEDGEMENT NO.
2023-24		
2022-23		
2021-22		

Note: Tenderer should upload copy of the Acknowledgement of Income Tax Return filed.

(F) TAX CERTIFICATE:

PARTICULARS	REGISTRATION NUMBER	DATE
GST		



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Note: Tenderer should upload copies of above Tax Registration Certificates.

(G) Mode of EMD (Online EMD):

i. If paid Online:

	AMOUNT Rs.
RTGS/NEFT/NET BANKING (Strike out, whichever is not applicable)	
Transaction Detail (IOC SAP PRN Number)	

ii. EMD Exemption Detail :

a) MSE / NSIC Details:

Category (MSE / NSIC)	MSE/NSIC/ Certificate no.	MSE/NSIC/ No. Valid upto (If Applicable)	Tendered Work is covered in Certificate (Yes/No)

b) Central Govt./State Govt. PSU, IOCL JV:

(Strike out whichever is not applicable)

Name of Central Govt./ State PSU / JV of IOCL	State whether Central Govt./ State PSU, IOCL JV	CIN

Note: EMD Exemption declaration document to be uploaded.

(H) PAN Card No.

(Tenderer is required to upload copy of PAN card)

(I) Details of Documents uploaded along with Tender documents in Technical Bid and confirmation required to be furnished by tenderer:

SL No.	PARTICULARS	IOC's REQUIRMENT	DETAILS/DECLARATION BY TENDERER (Yes / No/ NA)
1	Single page declaration for undertaking of acceptance of tender as required, to be uploaded.	To be uploaded by tenderer	
2	Copy of PAN Card	To be uploaded by tenderer	
3	Copy of PF Registration Certificate	To be uploaded by tenderer	



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4	Copy of ESIC Registration	To be uploaded by tenderer	
5	Confirm that scan copy of EMD instrument is uploaded.	To be confirmed by tenderer	
6	Confirm that all Declarations/ Undertakings/ Addendum required as per tender are uploaded.	To be confirmed by tenderer	
7	Confirm that there are no deviations from tender conditions	To be confirmed by tenderer	
8	Power of attorney (POA) for bidders as per the legal entity of the firm.	To be filled by tenderer and copy to be uploaded	
9	Confirm validity as per tender condition	To be confirmed by tenderer	
10	Confirm completion time as per NIT	To be confirmed by tenderer	
11	Confirm that the price bid does not contain any condition	To be confirmed by tenderer	
12	Any Other information desired to be furnished by Tenderer:	To be filled by tenderer	

SIGNATURE OF TENDERER:



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ANNEXURE - B

PROFORMA OF DECLARATIONS TO BE FURNISHED BY THE TENDERERS

DECLARATION 'A'

We declare that we have complied with all the conditions of the tender including technical specifications, drawings, GCC & all the documents etc., forming part of tender.

Date:
Place:

**Tenderer's
Signature & Seal**

DECLARATION 'B'

We declare that we do not have any employee who is related to any officer of the Corporation/ Central/ State Governments of India.

OR

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

Name of the employee of the Tenderer	Name & designation of the Officer of the Corporation/ Central/ State Governments

Date:
Place:

**Tenderer's
Signature & Seal**



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DECLARATION 'C'

The Tenderer is required to state whether he is a relative of any Director of Indian Oil Corporation or the Tenderer is a firm in which any Director of our Corporation or his relative is a partner or any other partners of such a firm or alternately the Tenderer is a private company in which Director of Indian Oil Corporation is a member or Director.

S/N	PARTICULARS	DETAILS
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**



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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 Directors of IOC Board is attached.



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ANNEXURE C

LIST OF DIRECTORS OF INDIAN OIL CORPORATION LIMITED

Latest List of Board of Directors will be available in the link given below:

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

Bidders may give the Declaration "A" "B" "C" & "D" based on the list of Board of Directors mentioned as per the link.



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ANNEXURE - D

PROFORMA OF DECLARATION OF BLACK LISTING / HOLIDAY LISTING

(in letter head of bidder)

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 black listing or holiday listing) available to Indian Oil Corporation Ltd.

In the case of a Proprietary concern:

I hereby declare that neither I 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 nor 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 Public 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 Public 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 _____ 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 Public 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 Public 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 black listing 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 Public 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 Public



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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 without prejudice to any other right or remedy (including black listing or holiday listing) available to Indian Oil Corporation Ltd.

Date:
Place:

**Tenderer's
Signature & Seal**



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ANNEXURE - E

PROFORMA OF TENDER NOT TAMPERED

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

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

Subject: Tender No: 3136/GreenCo/LT/2023-24

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 & Seal

Date:

Place:

Witness:

1) Name & Address: _____

2) Name & Address: _____



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ANNEXURE F

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 advise, 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

Encl : 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



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

ANNEXURE G

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:



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ANNEXURE H

DECLARATION

(On acceptance of tender, this undertaking shall be submitted on stamp paper of Rs 500)

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 statues, 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 contact.
- 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.



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- 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



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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



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ANNEXURE I

BANK GUARANTEE PROFORMA IN LIEU OF SECURITY DEPOSIT

(to be executed on Stamp paper of Rs. 500)

1. In consideration of the Indian Oil Corporation Limited having its Registered Office at _____ (hereinafter called "The Corporation") having agreed to exempt _____ (hereinafter called "The said Contractor(s) / Supplier(s) / Seller(s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "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 _____ (hereinafter referred 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.
 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 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 the said 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 payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____
 3. 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 bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) / Seller(s) shall have no claim against us for making such payment.
4. we, _____ 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 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 claims 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



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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 of 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 _____
(indicate the name of Bank)

PLACE....
DATE.....



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ANNEXURE J

UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR
(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:



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ANNEXURE K

FORM OF CONTRACT

(On stamp paper of Rs 100)

(To be executed on award of the work)

Ref:

Name of Work:

Work Order No:

THIS CONTRACT made at Mumbai this _____ day of _____ 201 BETWEEN INDIAN OIL 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

1.1 The following documents shall constitute the Contract documents, namely

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

1.2 A copy of each of the Tender Documents 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'.



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ARTICLE – 2

Work to Be Performed

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

ARTICLE – 3

Compensation

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

ARTICLE – 4

Jurisdiction

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

ARTICLE – 5

Entire Contract

5.1 The Contract documents mentioned in Article 1 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



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

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

ARTICLE 8

Non Assignability

- 8.1 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.



TENDER NO: 3136/GreenCo/LT/2023-24/01

NAME OF WORK : CARRYING OUT TRAINING, IMPLEMENTATION AND GREENCO CERTIFICATION AT IOCL, LUBE BLENDING PLANT SILVASSA

ANNEXURE L

UNDERTAKING FOR ACCEPTANCE OF TENDER
(ON BIDDER'S LETTER HEAD)

Name of Work: Carrying out training, implementation and GreenCo certification at IOCL, Lube Plant, Silvassa

Tender No: 3136/GreenCo/LT/2023-24/01

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

1. Tender Documents
2. Additional Documents (if any)
3. BoQ Document (Price Bid Format)
4. Corrigendum (If any)
5. Pre Bid meeting minutes (if any)

We _____ (Name of the bidder) 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 of our offer is found acceptable & contract is awarded to us, the complete tender document shall be considered for constitution of Contract Agreement.

SIGNED FOR AND ON BEHALF OF BIDDER

NAME OF THE BIDDER

Date : __/__/__

Place : ____

Seal & Signature of Bidder

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



TENDER NO: 3136/GreenCo/LT/2023-24/01

**NAME OF WORK : CARRYING OUT TRAINING, IMPLEMENTATION AND
GREENCO CERTIFICATION AT IOCL, LUBE BLENDING PLANT SILVASSA**

ANNEXURE M

GENERAL DECLARATION

We confirm that we have quoted/ accepted the rates in this tender/work order considering the following:

1. Important Guidelines, Instructions to tenderers and particular condition of contract.
2. Additional Instructions to Tenderers.
3. General Conditions of Contract & Form of Contract.
4. Safety practices during construction.
5. Scope of work and completion time.
6. Special terms and conditions.
7. Schedule of Rates (SOR) & Price Bid.
8. Drawings, specifications and all other documents attached with this tender/work order.
9. Geographical area of work, logistics of site/e and all tender conditions.

We agree to all the conditions mentioned in these documents.

DATE :

PLACE :

SIGNATURE OF THE CONTRACTOR/ HIS AUTHORIZED REPRESENTATIVE

NAME & ADDRESS: _____

SEAL: _____

TELEPHONE NOS.: _____



TENDER NO: 3136/GreenCo/LT/2023-24/01

NAME OF WORK : CARRYING OUT TRAINING, IMPLEMENTATION AND GREENCO CERTIFICATION AT IOCL, LUBE BLENDING PLANT SILVASSA

Annexure N

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EARNEST MONEY DEPOSIT / BID SECURITY

(ON BIDDERS LETTER HEAD)

I / We, the authorised signatory of M/s _____, participating in the subject Tender No. _____ for the job of _____, against the Tender No. _____ do hereby declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this bid securing declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Indian Oil Corporation Limited for 6 months from the date of opening of technical bid of this tender if we breach our obligation(s) under the tender conditions if we:

- a. Withdraw / amend / impair / derogate, in any respect, from our bid, within the bid validity; or
- b. Being notified within the bid validity of the acceptance of our bid by Indian Oil Corporation Limited:
 - (a) Refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender document.
 - (b) Fail to or refuse to sign the contract.

SIGNATURE and Seal of authorized signatory of bidder

Name of authorized signatory



TENDER NO: 3136/GreenCo/LT/2023-24/01

**NAME OF WORK : CARRYING OUT TRAINING, IMPLEMENTATION AND
GREENCO CERTIFICATION AT IOCL, LUBE BLENDING PLANT SILVASSA**

Annexure O

**UNDERTAKING FOR SOLE PROPRIETOR AND ULTIMATE BENEFICIARY OF
PROPRIETORSHIP FIRM**

(ON BIDDERS LETTER HEAD)

I _____, residing at _____,
hereby certify that the above mentioned firm is a
Proprietorship firm and that I am the Sole Proprietor and 100% Ultimate Beneficial Owner of the firm.

For <Firm Name>,

<Name of Proprietor>, Proprietor

(Signature & Stamp)

Place: _____

Date: _____



TENDER NO: 3136/GreenCo/LT/2023-24/01

NAME OF WORK : CARRYING OUT TRAINING, IMPLEMENTATION AND GREENCO CERTIFICATION AT IOCL, LUBE BLENDING PLANT SILVASSA

Annexure P

INSOLVENCY RESOLUTION Y/ LIQUIDATION /BANKRUPTCY

Declaration / Undertaking – by Bidder (To be submitted along with the Techno Commercial bid)

PROFARAMA FOR DECLARATION OF NCLT/NCLAT/DRT/DRA COURT RECEIVEERSHIP /LIQUIDATION (to submit in Bid Document

Tender No:

Bidder Name:

I/We hearby 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 details with technical bid)

(Note:- Strike out which is not applicable)

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

Place:

Signature of Bidder

Date:

Name of Signatory