



1. What is Online EMD?

Online EMD is a facility to allow a bidder to pay the requisite EMD amount online for a particular e-Tender.

2. Why to deposit EMD through “Online” Mode?

A1. Quick Deposits

- I. Instant deposit from bidder's Desk rather than preparing a Bankers Cheque (BC) or Demand Draft (DD) and sending it manually.
- II. Immediate acknowledgement of the deposit without going to any office.
- III. Online EMD can be paid through net Banking on 24 X 7 basis.

A2. Auto Refund immediately without any claim by bidder

- I. Automatic Refund of EMD without applying for refund in the same account from where amount was deposited.
- II. Immediate refund process gets initiated on completion of various tendering stages (please ref. FAQ#22) leading to faster refund. In offline mode it takes more time due to manual processing.

A3. Minimum Interest Loss

EMD refund is normally effected within 7 days of finalizing the tender resulting in minimum interest loss to bidder.

3. What are the modes of Online EMD Payment in IOCL?

EMD amount can be paid by Net Banking or NEFT/RTGS.

4. What is Internet Banking or Net Banking?

Internet Banking is the online banking service provided by Banks to enable its customers to perform basic banking transactions through PC / laptop located anywhere in the globe on 24 X 7 basis. To avail this facility, the account holder should have transaction rights.



5. What is special about payment of EMD through Net Banking?

The “Transaction Status” shows as “Success” immediately after successful payment of EMD through Net Banking. You will get “Freeze Bid Submission” button to submit your bid without any delay.

6. Internet banking facility with transaction rights is enabled in my bank account, how should I proceed?

You should pay using net banking.

To avail this facility, select the payment mode as “*Online*” and proceed for uploading your bid documents. Once uploaded, you will find link for online EMD payment. Here, you have to select “*Net banking*” option. Net banking option will take you to the “*payment Gateway*” where you will get the list of banks in a drop down. Select your bank. This will take you to login page of your bank. Login into your account and proceed for paying the EMD. After successful EMD payment, system will take you back to the e-Tendering portal for submission of bid.

7. I have selected “Net banking” option but I am not getting name of my bank in the drop down list?

In that case, you have to go for online NEFT payment. Refer FAQ#9 for details regarding EMD deposit through online NEFT mode.

You may inform IOCL about non availability of your bank in the drop down list so that the same may be got included for future tenders.

8. I do not have any Internet Banking facility with my bank. How to pay “Online EMD”?

To avail this facility, you have to select the payment mode as “Online”. After this selection, proceed for uploading your bid documents. Once uploaded, you will find link for online EMD payment. Here, you have to select NEFT/RTGS option. In this option, you will get option for downloading NEFT/RTGS payment challan. Please print two copies of that. Now visit your bank and deposit the requisite amount (EMD amount as mentioned in the challan + Bank charges as applicable, please check with the bank). Take receipt of the same on the second copy of that challan. Once payment is verified from your bank and received at IOCL end, you will get the “Freeze Bid Submission” button. Proceed for submission of your bid.

In case of NEFT/RTGS, you are required to deposit payment in bank at least 2-3 working days prior to bid submission end date. Please also refer FAQ#13.



9. I have an account in a bank other than ICICI and want to pay EMD online through NEFT. Is it mandatory to visit my bank and deposit the EMD amount there?

No, it is NOT mandatory. You can pay the EMD both at your branch through NEFT / RTGS as well as through your online bank account.

If you wish to pay from your bank account online, please add IOCL as “Third Party” as per the account details available in the downloaded challan copy from IOCL e-Tendering portal and activate the same. Please note that for every transaction, account number shall be different and accordingly you have to add the specific account as “Third Party” as mentioned in the particular challan for every tender separately.

10. I have a bank account with ICICI. Can I make payment through NEFT/RTGS online?

No, you can NOT.

NEFT/RTGS is the product to transfer money between different banks. As, IOCL is maintaining account with ICICI for EMD receipt, the payee bank cannot be ICICI bank. It has to be any bank other than ICICI.

11. I have Internet Banking facility in a bank other than ICICI. Can I do “Online EMD” payment through “Net Banking”?

Yes, you can. For more details, please refer FAQ#6.

12. Earlier I have paid online EMD of an e-Tender using auto generated NEFT challan. Can I use the same bank account details for depositing EMD through NEFT for another tender?

No, you cannot.

For every transaction, unique account number is generated by the system and EMD payment has to be deposited in the same account only. Even if you have changed the payment mode for the same tender (e.g. from NEFT to online and again want to pay through NEFT), you must reselect the payment mode again and generate a new challan which will have latest system generated account number. Deposit EMD accordingly.

13. I have submitted EMD amount in bank physically through NEFT / RTGS but I am not able to find the “Freeze” button or not able to “Freeze” my bid. What should I do?

Bidder to note that he should make NEFT payment preferably TWO full working days (for details of working days & time, please visit your bank website) before the bid submission end date of Tender because NEFT payment status will be updated only on the next day of making payment. Same is mentioned in NEFT Challan. Once payment is verified from your bank and received at IOCL end, you will get the “Freeze Bid Submission” button.



14. I have submitted EMD amount through online NEFT / RTGS (by adding “Third Party Transfer”) but I am not able to find the “Freeze” button or not able to “Freeze” my bid. What should I do?

Bidder to note that he should make NEFT payment preferably TWO full working days (for details of working days & time, please visit your bank website) before the bid submission end date of Tender because NEFT payment status will be updated only on the next day of making payment. Same is mentioned in NEFT Challan. Once payment is verified from your bank and received at IOCL end, you will get the “Freeze Bid Submission” button.

15. I have submitted EMD amount through “Net Banking” / NEFT sufficiently in advance but I am not able to find the “Freeze” button or not able to “Freeze” my bid. What should I do?

This happens mainly due to Internet connectivity issues. If you have already received the communication of successful transaction / NEFT payment made sufficiently in advance, please click on the link “[Payment Verification](#)” available on right corner of the payment page. Once verification is done and payment is verified, you will get the “Freeze Bid Submission” button.

16. Tender document has option to pay the EMD through “Bank Guarantee (BG)” but I am not able to find the option to pay through BG in IOCL e-Tendering portal. What should I do?

- Please follow the following steps:
- Select “Yes” in “Are you exempted from EMD payment” in EMD Payment page.
- Select either “Percentage” or “Fixed” under head “If yes, provide the exemption type”.
- In case of “Percentage” exemption type, put “100” in “Percentage/Amount” field. In case of “Fixed” exemption type, put whole EMD amount in “Percentage/Amount” field.
- A pop-up will be displayed showing that “EMD amount to be paid after exemption”.
- Check whether it is 0 (Zero), if not, please repeat the above steps.
- If it is 0 (Zero), you shall upload the scan copy of your “Bank Guarantee (BG)” in the same page at space provided for uploading EMD exemption document.
- Click next to proceed further.

17. I am under “Exempted” category as per Tender Terms & Conditions. How should I claim exemption?

- Please follow the following steps:



- Select “Yes” in “*Are you exempted from EMD payment*” in EMD Payment page.
- Select either “Percentage” or “Fixed” under head “*If yes, provide the exemption type*”.
- In case of “Percentage” exemption type, put “100” in “Percentage/Amount” field. In case of “Fixed” exemption type, put whole EMD amount in “Percentage/Amount” field.
- A pop-up will be displayed showing that “*EMD amount to be paid after exemption*”.
- Check whether it is 0 (Zero), if not, please repeat the above steps.
- If it is 0 (Zero), you shall upload the scan copy of document supporting EMD exemption in the same page at space provided for uploading EMD exemption document.
- Click next to proceed further.

18. I have to pay partial EMD as per Tender Terms & conditions (e.g. in case of Transportation Tenders). How should I proceed?

- Please follow the following steps:
- Select “Yes” against “*Are you exempted from EMD payment*” on EMD Payment page.
- Select “Fixed” against “*If yes, provide the exemption type*”.
- Calculate the EMD to be paid by you as per Tender terms and conditions.
- Calculate your exemption amount by subtracting payable amount from the total EMD as mentioned in Tender and enter the exemption amount in space provided.
- A pop-up will be displayed mentioning “*EMD amount to be paid after exemption*”.
- Check if it is showing the correct payable amount, if not, please repeat the above steps.
- After entering the correct exemption amount, you shall upload the scanned copy of the document *specifying the reason for claiming exemption* at space provided for uploading EMD exemption document. (E.g. In case of transportation tender, the bidder shall upload a document mentioning the no. of vehicle(s) being offered for that particular Tender and applicable EMD thereof.)
- Click next to proceed further.
- Pay EMD of the required amount "Online" and proceed.

19. I have participated in an e-Tender by paying the requisite EMD amount through “Online EMD” payment facility. Can I close my bank account before the e-Tender finalization?

The EMD amount would be refunded only in the bank account through which EMD was paid by you. Therefore, you must NOT close it until the refund or ordering process is complete.



20. How do I get the payment receipt for the payment I made?

Case-I:

NEFT / RTGS done by visiting nearest branch of my bank.

Bank will provide the receipt by acknowledging the second copy of the downloaded Payment Challan generated in the IOCL e-Tendering portal.

Case-II:

NEFT / RTGS done by adding IOCL as “Third Party”.

The payment details shall be available in your bank statement.

Case-III:

Paid through Net Banking.

The payment details shall be available in your bank statement.

In all the above cases, the IOCL e-Tendering portal will confirm the receipt of your payment by generating details such as “Bank Name”, “Bank Number”, “PRN Number” & “Transaction Status” and then only you will get the “Freeze Bid Submission” button for submitting your offer in the IOCL e-Tendering portal.

21. How can I apply for Refund for EMD paid online?

You do not have to apply for refund. The refund process will be initiated automatically. Please see FAQ#22 for the various scenarios for refund process.

22. How and when the EMD amount will be refunded?

Case-I:

Money debited more than once.

The excess amount debited from your bank will be considered as “Failed Transaction” and will be processed for refund on next working day.

Case-II:

I have submitted EMD amount but not submitted the offer.

The process for refund will be initiated after finalization of the “Bid Opening” process by Tender Inviting Authority.



Case-III:

I have withdrawn my offer after bid submission by paying the requisite EMD amount.

The process for refund will be initiated after finalization of the “Bid Opening” process by Tender Inviting Authority.

Case-IV:

My bid rejected during “Techno-Commercial” evaluation.

The process for refund will be initiated after finalization of the “Techno Commercial Evaluation” process by Tender Inviting Authority.

Case-V:

Price bid opened but I am not “L1”.

The process for refund will be initiated after finalization of the “Financial Evaluation” stage by Tender Inviting Authority.

Case-VI:

I am “L1”.

Please contact Tender Inviting Authority of that particular Tender.

For all the above cases, the EMD amount would be refunded in the same bank account through which EMD was paid by you.

23. Still having query?

You may reach us at etenderinghelpdesk@indianoil.in or ethdmkhonic@indianoil.in.

and / or

Call us on the numbers mentioned in the “Special Instruction to the Bidders” already provided along with the Tender documents.



Special Instructions to the Bidder for participating in e-Tender

Indian Oil Corporation Ltd. has developed a secured and user friendly e-Tendering system through National Informatics Center (NIC), which enables Vendors / Bidders to Search, View, Download tenders directly and also enables them to participate & submit online bids on the e-Tendering site <https://iocletenders.nic.in> in a secured and transparent manner maintaining confidentiality and security throughout the tendering process.

Bidders are advised to download Notice Inviting Tender along with other tender documents from the e-Tendering portal <https://iocletenders.nic.in> free of cost using their digital signature & registered user ID. The bids should be submitted online on our e-Tendering portal only. EMD / any other document(s) as per Tender (to be submitted in original) must be submitted before the due date and time failing which the bid shall be summarily rejected.

Vendor should have a legally valid Digital Certificate as per Indian IT Act from the licensed Certifying Authorities operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India (For details regarding Digital Certificate Provider please refer to Point 8 of “Information about DSC” on the home page). Portal allows new mapping of only Class- 3 Digital Signature Certificate. However, Class -2 Digital Signature certificates already mapped in portal shall continue to function till their expiry and post their expiration, portal shall allow mapping of only Class - 3 Digital signature Certificate. All interested bidders are requested to register themselves using the link “**Online Bidder Enrollment**” on the home page and enroll their digital certificate during their first login attempt.

It is advised to take extreme precautions while mapping digital certificate to a particular user profile. Once a digital certificate is enrolled to a user account, it cannot be used for any other registration in the system.

Bidders are requested to read following conditions in conjunctions with various conditions, wherever applicable appearing with this bid invitation for e-Tendering.

The conditions mentioned herein under shall supersede and prevail over the contradicting conditions (if any) mentioned elsewhere in the tender documents.



Special Instructions to the Bidder for participating in e-Tender

1.0 Procedure to submit On-line Bids

For this purpose, Vendors/Bidders are advised to read the instructions available in the homepage of the portal where detailed procedure for submission of bids is available under the section “[Bidders Manual Kit](#)”.

2.0 System Generated Communication(s)

The alerts / reminders in the form of SMS / e-Mail are sent to bidders by the system at various stages of tender as mentioned below:

- Reminder for Registered Digital Certificate Expiry before 30 days.
- Issuance of Limited Tenders to the selected bidders.
- Change in Password.
- Tender saved as favorite, but ‘Freeze’ button not clicked.
- On issuance of Corrigendum if the tender is downloaded from DSC Registered Account/ made it favorite.
- Posting of any Techno-Commercial Query by the department.
- Date and Time for Opening of Price Bid to all technically accepted bidders.
- Intimation and Reminder for Reverse Auction
- AOC to successful bidder(s).

Please note, communication alerts in the form of e-Mail/SMS will be sent to the bidder if and only if

- His/her e-Mail/Mobile No. registered in the Profile Section of the portal is correct and the latest.

In addition to the above communication, the information is updated in portal under ‘[Dashboard section](#)’ section of “My Account Menu” like:

- a) Limited Tender(s) to be made as favorite.
- b) TQ/CQ to be responded.
- c) Bids to be frozen; etc.



Special Instructions to the Bidder for participating in e-Tender

NOTE:-

The above mentioned are only indicative, all bidders must login and visit their DASHBOARD section on regular basis to get the timely updates related to the pending activities as mentioned above at their end to act timely even if they have missed any communication sent to them in the form of e-Mail / SMS by system.

3.0 Tender Search

All tenders available on the website can be searched by using the “Search Active Tenders” menu under Bidder’s profile. Use any of the searching criteria to search your tender. For a refined search, enter e-Tender ID under “Tender ID” or enter Work Title under “Work/Item Title” and click Submit. The intended tender(s) should be checked and saved as “Favorite” by clicking on the check box. The bid submission process will start by clicking the menu “My Tenders”.

4.0 Price Bid

Price Bid (BOQ) as given in the tender must be downloaded and saved at bidders’ local PC / Laptop without any change. Bidders shall fill the required details/prices in BOQ, save it and upload the filled-in BOQ in the portal.

5.0 Tampering of Documents

The following shall be considered as Tampering of documents:

- Submission of Scanned copy or Photocopy of Price bid (BOQ);
- Submission of any file other than original Price Bid (BOQ);
- Insertion of additional sheet(s) in Price bid (BOQ);
- Change in content or context of the original file of Price bid (BOQ);
- Protection of Price bid (BOQ) Workbook over and above Sheet Protection done by IOCL.

Such bids will be summarily rejected at the time of evaluation.



Special Instructions to the Bidder for participating in e-Tender

NOTE: -

Bidders are advised not to use Information Rights Management (IRM) feature on BoQ and any other excel file submitted during bidding process. IOCL shall not be responsible for any consequential result due to same.

6.0 Uploading and Confirmation

Bid along with all the copies of documents should be submitted in the electronic form only through IndianOil e-Tendering system. Bidder must ensure that their bid submission is complete in all respect by clicking on the '**FREEZE BID SUBMISSION**' button. Any revision or amendment in bid after bid submission shall be possible only up to the due date and time of submission of tender. Bidder in turn will receive an acknowledgement against his/her bid submission. Successful submission of bid can also be verified under "My Bids" section.

Bidders have an option to Resubmit their bid till due date and time of submission of tender by using "Resubmit" button. In this process only the technical and financial document submitted can be changed. Bidder(s) cannot change the profile details and preferential status availed during initial submission of bid. Bidders are advised to exercise caution during first submission of bid itself.

Bidders can withdraw their bid by using "Withdraw" option. Once a bid is withdrawn that particular bidder will not allowed to participate in the tender again.

7.0 In case of Online Earnest Money Deposit (EMD)

A. Payment of Earnest Money Deposit (EMD)

- (a) The requisite EMD amount be submitted online by using either of the following methods **ONLY**:
 - I. Through "**Online Net Banking**" (for stage wise process, please see below)
 - II. Through "**NEFT / RTGS**" (for stage wise process, please see below)
- (b) In case of online payment through Net Banking the bidder should have active bank account with internet banking facility. IOCL e-Tendering portal facilitates online transaction for all major banks.



Special Instructions to the Bidder for participating in e-Tender

(c) The Bank account used by the bidder for submission of EMD should remain available till the complete processing of the tender for refund (if any).

(d) Freezing of Bid can be done only after completion of EMD submission process.

B. Refund of Earnest Money Deposit (EMD)

For detailed process of EMD refund, please refer **“FAQs-IOCL-Online-EMD”** document attached as part of Tender Documents.

8.0 Process for Online Earnest Money Deposit (EMD)

A bidder will have to claim exemption on the EMD Exemption screen if:

- Bidder is exempted from paying EMD under the provisions in tender terms and conditions
- Bidder is paying EMD through Bank Guarantee
- Bidder is paying EMD through Swift Transfer
- Bidder is paying partial EMD and claiming exemption for partial EMD amount as per Tender Terms & Conditions

Hence only those bidders who are paying 100% EMD and paying it through online modes available in portal i.e. either via Net Banking or via NEFT/RTGS will select “No” in EMD exemption screen. Steps to claim EMD exemption and make payment are as given below:

1. **Claiming EMD Exemption, (if applicable)** - Bidder to confirm whether he is submitting EMD through Bank Guarantee (BG) or via Swift Transfer (ST) or paying only partial EMD amount or if he is exempted from EMD payment. Upon selecting “Yes” for the same, portal will prompt the bidder to upload Exemption document.

For detailed process of EMD exemption, please refer **“FAQs-IOCL-Online-EMD”** document attached as part of Tender Documents.



Special Instructions to the Bidder for participating in e-Tender

If you are paying EMD through Bank Guarantee(BG) / Swift Transfer(ST) or exempted from EMD payment, then select the option **Yes** and provide the details. For submitting EMD through Bank Guarantee/Swift Transfer, select 100% EMD Exemption and upload the copy of BG / ST slip.

Select **No** for proceeding for Online EMD payment.



Are you submitting EMD through BG/ST or Exempted from EMD payment: ☒ Yes ☐ No

If yes, Provide the exemption type: ☐ Percentage ☒ Fixed

Percentage/Amount*

Actual EMD amount in ₹ : 6,39,400

Only pdf,jpg files are permitted to upload.

Upload EMD exemption document:*  

Next

2. **Payment Detail and “Confirm to Pay”**- Bidder to check the EMD amount details and subsequently confirm the EMD payable details by clicking on “Confirm To Pay” button as shown below:

Bid Payment Details				
S.No	Fee Type	Actual Fee (Inclusive of Taxes)	Exempted Fee	Fee To Be Paid
1	Emd Fee	8400.00 (INR)	0.00	8400.00 (INR)

Portal Alert :

- ② Bidders making use of Bank Guarantee (BG) or making Swift Transactions, should use EMD Exemption Facility to upload the BG copy/Swift transaction receipt and avail the exemption for the amount transacted (Full or Partial).
- ② Payments for variable EMD, avail EMD exemption for the amount for which payment will not be made.
- ② Beyond this stage, you will not be able to edit Fee or Exemption details.
- ② Please confirm that the exemption and amount to be paid are correct.

I hereby confirm that the above payment details are correct.

Back **Confirm to Pay**

Once the bidder clicks on “Confirm to Pay” button in the above screen, EMD details can **NO LONGER BE CHANGED FOR THE BID**. Bidders are advised to exercise due caution in the process.



Special Instructions to the Bidder for participating in e-Tender

Message from webpage

ⓘ Bidders making use of Bank Guarantee (BG), making Swift transactions for international payments or payments for Variable EMD should use EMD Exemption facility and upload relevant copy of documents as Exemption document before proceeding.

The option of Exemption is not editable beyond this point.

Are you sure you want to proceed further or click on Cancel to go back and edit.

OK Cancel

Fee To Be Paid

0.00	8400.00 (INR)
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Transactions, should use EMD and avail the exemption for the for which payment will not be

Beyond this stage, you will not be able to edit Fee or Exemption details.

Please confirm that the exemption and amount to be paid are correct.

I hereby confirm that the above payment details are correct.

Back Confirm to Pay

Also the bidder will be prompted to pay online EMD, along with details of the Date and Time when he has confirmed the EMD details in above page, as shown below:

Bid Process List

S.No	Bid Process	Action
1	Profile	✓

Bid Payment Details

S.No	Fee Type	Actual Fee (Inclusive of Taxes)	Exempted Fee	Fee To Be Paid	Paid Fee
1	Emd Fee	8,400 (INR)	0.00	8,400 (INR)	0.00

Pay Online Encrypt&Upload

Note :

- ⓘ If you have initiated online payment, then you unable to proceed through offline mode.
- ⓘ You have clicked on Confirm to Pay button on 15-Dec-2022 10:34 AM, hence editing of exemption will not be available.

Online payment option- There are two options i.e. **Online NetBanking** or **NEFT / RTGS** mode.

a. In case of **Online Net Banking**, bidder must have net-banking user ID and password.



Special Instructions to the Bidder for participating in e-Tender

- b. In case of **NEFT / RTGS**, site will generate the Payment Challan, which bidder will submit to his bank in physical form for making payment. After making payment, bidder to update the payment detail on to e-Tender portal.

a. **Online Net Banking**

In case Net Banking is selected by clicking on - “*Online Net Banking*”, System will take bidder to Payment Gateway site where bidder has to select net-banking bank name, here in the exemple, State Bank of India is selected. Bidder can make payment as any other net-banking payment is being made.

OnLine Payment Gateway

Organisation Chain :
Tender Title :
Tender ID :
Tender Ref No. :

Bid Payment Details			
Fee Type	Actual Fee (Inclusive of Taxes)	Exempted Fee	Fee To be Paid
Tender Fee	0	0	0.00
Emd Fee	8,400	0	8,400
Total Fee			8,400

Choose Payment Option
☒ Online Net Banking
☐ NEFT / RTGS

BackSubmit



Special Instructions to the Bidder for participating in e-Tender

OnLine Payment Gateway

Payment Verification

Organisation Chain :

Tender Title :

Tender ID :

Tender Ref No. :

Pay Model : Online Net Banking

✓ Terms And Conditions.

- You are being redirected to the Online Net Banking site.
- You have to complete the transaction with in the session time which is approximately 15 minutes.
- Money once transferred towards tender fee shall not be refunded at any point of time.
This is applicable even in case you have not completed the tender process.
- Once payment is successfully completed, you will be automatically redirected back to e-Procurement site.
- It is the responsibility of the Individual to ensure that the payment is successfully completed and eProcurement system is not responsible for any malfunctions in the Bank payment gateway.
- please take print screen for bank acknowledgement page.

Back

Submit

Terms and Conditions For Online Payments

The Terms and Conditions contained herein shall apply to any person ("User") using the services of Indian Oil Corporation Limited, hereinafter referred to as "IOCL", for making Earnest Money Deposit(EMD) payments through an online Payment Gateway Service ("Service") offered by IOCL Bank Ltd. in association with E Tendering Service provider and Payment Gateway Service provider through IOCL's website i.e. <https://ioclenders.gov.in/>. Each User is therefore deemed to have read and accepted these Terms and Conditions.

A. Privacy Policy

IOCL respects and protects the privacy of the individuals that access the information and use the services provided through them. Individually identifiable information about the User is not willfully disclosed to any third party without first receiving the User's permission, as covered in this Privacy Policy.

This Privacy Policy describes IOCL's treatment of personally identifiable information that IOCL collects when the User is on the IOCL's website. The IOCL does not collect any unique information about the User (such as User's name, email address, age, gender etc.) except when you specifically and knowingly provide such information on the Website. Like any business interested in offering the highest quality of service to clients, IOCL may, from time to time, send email to the User and other communication to tell the User about the various services, features, functionality and content offered by IOCL's website or seek voluntary information from the User.

Please be aware, however, that IOCL will release specific personal information about the User if required to do so in the following circumstances:

- a. In order to comply with any valid legal process such as a search warrant, statute, or court order, or available at time of opening the tender
- b. if any of User's actions on our website violate the Terms of Service or any of our guidelines for specific services, or
- c. to protect or defend IOCL's legal rights or property, the IOCL's site, or the Users of the site or;
- d. to investigate, prevent, or take action regarding illegal activities, suspected fraud, situations involving potential threats to the security, integrity of IOCL's website/offering.

B. General Terms and Conditions For Payment made via Payment Gateway

Once a User has accepted these Terms and Conditions, he/ she may register on IOCL's website and avail the Services.

The transaction charges for conducting the transaction using net banking on IOCL portal will be INR10+app taxes

In case the bidder is using the IOCL bank corporate banking, it is mandatory to switch off the pop blocker in the browser while authorizer is authorizing the transaction

IOCL's rights, obligations, undertakings shall be subject to the laws in force in India, as well as any directives / procedures of Government of India, and nothing contained in these Terms and Conditions shall be in derogation of IOCL's right to comply with any law enforcement agencies request or requirements relating to any User's use of the website or information provided to or gathered by IOCL with respect to such use. Each User accepts and agrees that providing of details of his/ her use of the Website to regulators or police or to any other third party in order to resolve disputes or complaints which relate to the Website shall be at the absolute discretion of IOCL.

☒ I accept the Terms & Conditions

OK



Special Instructions to the Bidder for participating in e-Tender

Indian Oil Corporation Ltd etendering Reference No : 4508172
Amount : 8400.00

Net Banking

Select Bank and Proceed

Select Bank : State Bank of India

PAY NOW
Cancel

Your transaction is processed through a secure 2048 bit https internet connection based on secure socket layer technology. For security purposes, your following details have been logged.
IP address 103.210.194.112 and access time Thu Dec 15 10:42:43 GT 2022.

WORLDLINE

CONFIRMATION

Amount (in INR.)	8400.00
Convenience Fees (in INR.)	10.0
Tax (in INR.)	1.8
Total Amount (in INR.)	8411.80

BACK CONFIRM

Personal Banking Corporate Banking / yono BUSINESS

Username & Password are case sensitive

User ID*

Enter user ID


Password


LOGIN RESET



Special Instructions to the Bidder for participating in e-Tender

Once, payment is SUCCESSFUL, payment complete message will flash and bidder can freeze the bid.

 **Print**

 **Your Online transaction has been completed successfully.**

Back

Online Payment Details

Organization Chain : IndianOil Corporation Limited

Tender Reference Number :

Tender Title :

Tender Id :

Bank Name : **ICICI Bank**

Bank Number : 1234

PRN Number : 123456789

Transaction Status : **Success**

Tender Fee (INR): 0.00

Availed Tender Fee Exemption (INR): 0.00

Tender Fee Paid (Tender Fee - Availed Tender Exemption Fee)(INR): 0

EMD Fee (INR): 5,400

Availed EMD Exemption Fee in Percentage : 0

Availed EMD Exemption Fee (INR) : 5,390

EMD Fee Paid (EMD Fee - Availed EMD Exemption Fee) (INR): 10

Total Fee (Tender Fee + EMD Fee To be Paid) (INR): **10**

Click Freeze button to conclude your bid submission process.

Freeze Bid Submission



Special Instructions to the Bidder for participating in e-Tender

b. NEFT / RTGS payment

In case bidder selects payment mode as NEFT / RTGS, a payment challan will be generated for making payment. Bidder to note that they should make NEFT payment atleast two working days in advance to Bid Submission End Date of Tender.

Note:

1. Only after realization of payment at e-Tendering Portal, “Freeze Bid Submission” button shall be enabled and bidder can submit their offer by clicking on “Freeze Bid Submission” button.
2. If the bidder submits bid through claiming “Full Exemption” and uploads NEFT /RTGS payment proof as supporting exemption document for whatsoever reason (e.g. late submission of EMD to bank, wrong account selection etc.), such bids **shall be summarily rejected**.

OnLine Payment Gateway

Organisation Chain :
Tender Title :
Tender ID :
Tender Ref No. :

Bid Payment Details			
Fee Type	Actual Fee (Inclusive of Taxes)	Exempted Fee	Fee To be Paid
Tender Fee	0	0	0.00
Emd Fee	8,400	0	8,400
Total Fee			8,400

Choose Payment Option
☐ Online Net Banking
☒ NEFT / RTGS

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Submit

Special Instructions to the Bidder for participating in e-Tender

ICICI NEFT/RTGS

Organisation Chain :
Tender Title :
Tender ID :
Tender Ref No. :

Response from Bank: Pending

 [Download ICICI Bank NEFT/RTGS Form](#)

ICICI Bank Response On Payment Details

Instrument Type : ICICI NEFT/RTGS
Reference No : 170489914540
Amount : 8400.00
Bank Reference No : 4508634
Status : P
Status Description : Pending

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Note:

1. Success - Payment Status has reached the eprocurement system from Bank. Please proceed bidding.
2. Pending - Payment Status has not been reached the eprocurement system from Bank. Please try after some time.
3. Failure - Payment Failure, please contact the remitted bank.
4. Initiated - Please download NEFT/RTGS form and proceed further.

Bidder to download the NEFT Challan to make payment. Sample Challan is shown below.

NATIONAL ELECTRONIC FUND TRANSFER (NEFT)/ REAL-TIME GROSS SETTLEMENT (RTGS)
(To be filled by Applicant in BLOCK LETTERS)

Bank's Copy

Date : 15/12/22

Sr No	Details of Beneficiary	
1	E-Proc Ref No	170489914540
2	Beneficiary Name	IOCL
3	Account No.	IOCL4508634
4	IFSC code	ICIC0000104
5	Bank	ICICI Bank
6	Branch	ICICI Bank, CMS M...
7	Amount in Rs.	8400
8	Amount in words	Rupees Eight Thousand Four Hundred Only

1. It is advised that all bidder make payment via RTGS/NEFT atleast one day in advance to the last day. The bidder making payment on the last day and same is not available for the bidder for validation on account of any reason whatsoever. IOCL its banker, or e-procurement service provider or payment gateway service provider would not be held responsible in any manner. In such cases bidder may not be able to fulfill the tender.

2. It is the bidder's responsibility to ensure that RTGS/NEFT payments are made to the exact details as mentioned in the challan. In the event of any discrepancy, payment would not be considered and would not be available for validation of EMD payment.

3. Bidder is required to generate challan for every tender since details in the challan are unique to the tender and bidder combination. Bidder is not supposed to use challan generated in one tender for payment against another tender.

4. Under no circumstance, including whether the bidder has made duplicate/incorrect payments or correct payments not validated by the bidder for which tender validity has expired, IOCL Division or its banker or its service providers are under no obligation to disclose the details of payment made by any bidder.

Remit the amount as per above details, by debiting my/our account for the amount of remittance plus Bank charges.

Customer's Signature
Contact Phone No.

Rupees
Dividend Applications A/c. Date of Transfer
Remittance No.

Authorised Signatory

FOR BANK'S USE ONLY


[BACK](#) [PRINT](#) [SAVE](#)

WORLDLINE



Special Instructions to the Bidder for participating in e-Tender

Once, payment status is SUCCESS, Transaction completion message will flash and bidder can freeze the bid. Here it is showing as 'Paid -Subject to Bank Clearance', status will change to Success on next day.

 Print

✓ Your Online transaction has been completed successfully.

← Back

Online Payment Details

Organization Chain : **Pipelines HO||Contracts**

Tender Reference Number : **Online EMD Payment Testing -- COIS**

Tender Title : **Online EMD Payment Testing**

Tender Id : **2015_PLHO_20229_2**

Bank Name : **00031020004581**

Bank Number : **N203150083143537**

Ref Number : **30311133518**

PRN Number : **30311133518**

Transaction Status : Paid - Subject to Bank Clearance

Tender Fee (INR): 0.00

Availed Tender Fee Exemption (INR): 0.00

Tender Fee Paid (Tender Fee - Availed Tender Exemption Fee) (INR): 0

EMD Fee (INR): 30

Availed EMD Exemption Fee in Percentage : 0

Availed EMD Exemption Fee (INR) : 0.00

EMD Fee Paid (EMD Fee - Availed EMD Exemption Fee) (INR): 30

Total Fee (Tender Fee + EMD Fee To be Paid) (INR): 30

Click Freeze button to conclude your bid submission process.

Freeze Bid Submission



Special Instructions to the Bidder for participating in e-Tender

9.0 Help Desk

A. Helpdesk Nos. for portal related issues:

Bidders may contact the following resource persons for any assistance required in this regard.

Mr. Ravi	Kolkata	+91-8981665512	Mr. Deepak	Mumbai	+91-9820177883
Mr. Shashi	Noida	+91-8130634323 +91-120-2448446	Mr. Ankit	Gurugram	+91-124-2861416
Mr. Sawan	New Delhi	+91-8130269544	Mr. Darshan Singh		+91-124-2861417
Mr. Mayank	Mumbai	+91-22-26722904	Mr. Shamsher		+91-124-2861418

Help Desk Email ID : etenderinghelpdesk@indianoil.in
ethdmkhonic@indianoil.in
mkteroetenderhd@indianoil.in

Business Hours: Mon - Fri, 09:00 to 16:45 Hrs India Time (IST) (GMT + 5:30 Hrs)

B. Help Desk Nos. for Payment Gateway (PG), EMD Refunds and RTGS/NEFT transactions related issues:

Levels	Name	Email ID	Contact No.
Level 1		etendering@icicibank.com	
	Sneha Ega	sn.s@icicibank.com	022-61376644
	Suraj Vihire	suraj.vihire@icicibank.com	022-61376740
	Prajakta Gaikwad	gaikwad.prajakta@icicibank.com	
Level 2	Sushilkumar Gupta	sushilkumar.gupta@icicibank.com	022-61376752
Level 3	Pradeep Kadam	pradeep.kad@icicibank.com	



Special Instructions to the Bidder for participating in e-Tender

10.0 Special Note

- Bids can only be submitted / resubmitted before the last (and extended last) date and time of submission as per tender.
- The system time (IST) displayed on e-Tendering web page shall be considered as the reference time for all transactions and no other time shall be taken into cognizance.
- Bidders are advised in their own interest to ensure that bids are uploaded and submitted successfully in e-Tendering system well before the closing date and time of bid.
- No physical bid shall be accepted except the documents as specified in tender.
- IndianOil does not take any responsibility in case bidder fails to upload the documents in the portal within specified time.
- Bidders are requested to provide correct/latest “e-Mail address” and “Mobile No.” for receiving updates related to e-Tender from time to time.

for and on behalf,
Tender Inviting Authority,
Indian Oil Corporation Limited



IndianOil

TENDER NO: SR/AVN/RJA/GREENCO/2022-23

**CARRYING OUT TRAINING, IMPLEMENTATION AND GREENCO CERTIFICATION AT
RAJAHMUNDRY AFS**

**INDIAN OIL CORPORATION LTD.
AVIATION FUEL STATION
RAJAHMUNDRY AIRPORT
MADHURAPUDI
RAJAHMUNDRY -533 102**

TECHNICAL / COMMERCIAL BID

TENDER NO: SR/AVN/RJA/GREENCO/2022-23

NAME OF WORK:

**CARRYING OUT TRAINING, IMPLEMENTATION AND GREENCO CERTIFICATION AT
RAJAHMUNDRY AFS**

 IndianOil	TENDER NO: SR/AVN/RJA/GREENCO/2022-23
	CARRYING OUT TRAINING, IMPLEMENTATION AND GREENCO CERTIFICATION AT RAJAHMUNDRY AFS

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CARRYING OUT TRAINING, IMPLEMENTATION AND GREENCO CERTIFICATION AT RAJAHMUNDRY AFS

Visit <https://iocletenders.gov.in> for downloading Tender documents and participating in e-tenders

Any addendum/corrigendum/sale date extension in respect of above tender shall be issued on our website: www.iocletenders.gov.in only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated

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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 **Single bid system** for the work as detailed below from indigenous bidders fulfilling the qualifying requirements as stated hereunder.

1.	TENDER NO.	:	SR/AVN/RJA/GREENCO/2022-23
2.	E-Tender ID	:	
3.	NAME OF WORK	:	CARRYING OUT TRAINING, IMPLEMENTATION AND GREENCO CERTIFICATION AT RAJAHMUNDRY AFS
4.	LOCATION OF WORK	:	INDIAN OIL CORPORATION LTD. AVIATION FUEL STATION RAJAHMUNDRY AIRPORT, MADHURAPUDI RAJAHMUNDRY-533 102
5.	ESTIMATED VALUE OF WORK	:	Rs. 5,54,600/- including GST
6.	TENDER FEE	:	Nil Bidders are required to download the tender documents free of cost from IOCL e-tender website (https://iocletenders.gov.in)
7.	EARNEST MONEY DEPOSIT	:	Nil (Bidders have to mandatorily submit the Bid Security Declaration in lieu of EMD. Bid Security Declaration format Enclosed as Annexure-L)
8.	TENDER DOWNLOAD PERIOD FROM e-TENDER PORTAL:		
	a) Starts on	:	**..02.23 @ 11:00 hrs
	b) Ends on	:	**..02.23 @ 11:00 hrs
9.	SUBMISSION OF TENDER IN e-TENDER PORTAL:		
	a) Starts on	:	

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	b) Ends on	:	
10.	DUE DATE FOR OPENING OF TENDER:		
11.	Opening of Tender	:	
12.	TENDER VALIDITY	:	Offer shall be valid for 90 Days from date of opening of technical bid. In case of requirement, IOCL may seek further extension of the validity of the offer from the bidders.
13.	PERIOD OF CONTRACT	:	180 days from the issuance of Work Order. Period of contract can be increased upon mutual agreement between M/S CII-GBC and M/S Indian Oil Corporation Limited.
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.	CONTACT PERSON	:	Name: S. Thiyagarajan Designation: Chief APTM Contact No. : 8870555850 Email-id : thiyagarajans@indianoil.in

16. EVALUATION OF TENDERS :

1. The Bids are liable to be rejected if the requisite EMD or EMD exemption Document is not submitted by the Bidders at that time of uploading of documents itself, in the E tender Portal of IOC, except in the case of any MSME parties who shall upload their MSME Certificate for EMD exemption.
2. The bid of the party will also be rejected on the following grounds:
 - i. Tenderer not meeting tender Qualifying Parameters / Norms specified as per NIT.
 - ii. Imposing of any unilateral conditions either in Tender Bid documents and / or during negotiations if any.
 - iii. 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 / requested by IOC and / or if IOCL gives the Bidder an opportunity to offer such reduction.
 - iv. Tenderer submitting fabricated / false / forged documents for the tender.
 - v. Tenderer put on holiday list during the pendency of this tender.
 - vi. In case of any ambiguity or incomplete documents pertaining to PQC, Bidders shall be given one more opportunity with a fixed deadline after bid opening, to provide complete and unambiguous documents

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in support of meeting the PQ criteria. In case the bidder fails to submit any document or submits incomplete documents within such given time, the bidders' tender will be rejected.

3. The procedure for evaluation of tenders shall be as follows:

- I. This tender will be e-Limited tender in single bid system consisting only Price Bid.
- II. The Tender will be evaluated based on the Estimate available with IOC and the percentage rate quoted by the party in e- Tender
- III. The tenderers are advised to submit their lowest quotation for the work contained in the tender. Your offer complete in all respects must be uploaded in the prescribed manner on our E-Tendering portal —<https://iocletenders.nic.in>|| **on or before the due date and time.** Offline submission is not available, and such documents will not be considered.
- IV. Bidders are requested to go through the —Bidders Manual Kit|| available in the homepage of the e-tendering portal i.e. <https://iocletenders.nic.in> to have a clear understanding of the steps to be followed for bid submission. The —Bidders Manual kit|| is for general reference only and the tenderers have to abide by the terms and conditions of this tender.
- V. Tenderers must note that Indian Oil will not be responsible for delay in submission of online tender.
- VI. Tenderers must also note that before the bid is uploaded, the bid comprising of BOQ excel sheet and an undertaking for acceptance of all terms and conditions of tender including all corrigendum/addendum issued to be uploaded as token of their acceptance of all terms and conditions of tender. Undertaking to be submitted as per attached format on letterhead in cover one with description as —Undertaking by the tenderer|| uploaded in E-Tendering portal.
- VII. The tenderers are advised to submit their quote as a percentage (+/-) on the total amount indicated in the price schedule. In case of tie between two or more bidders at L-1 position, 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.
- VIII. In case there is a tie again, the bidder with the highest turnover worked out to three decimal points in any of the preceding three years (FY 2019-20, 2020-21 & 2021-22) shall be considered as L1 bidder. In case the audited balance sheet and profit & loss account statement for FY 2021-22 is not available then the bidders may submit audited balance sheet and profit & loss account statement of FY 2018-19. Audited balance sheet and profit & loss account statement on Calendar year basis also shall be accepted.
- IX. **BIDDERS TO UPLOAD AUDITED BALANCE SHEET AND PROFIT & LOSS ACCOUNT STATEMENT FOR 3 YEARS AS MENTIONED ABOVE. The balance sheet copy MUST bear the M.No. of the authorized Chartered Accountant and its SEAL.**
- X. Conditional offers are liable for rejection.
- XI. No purchase preference will be given against this tender.(The work involved is a specialized work)
- XII. IOCL reserves the right of cancellation of the tender without assigning any reasons whatsoever.
- XIII. Any query with regard to non-issuance of the tender documents or rejection of the tender may be forwarded to the above contact person.



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17. OTHER POINTS:

- 1) The tenders will be summarily rejected if requisite Bid Security Declaration in lieu of EMD or EMD exemption document is not uploaded on e-tendering portal as mentioned in NIT.
- 2) The bid of the party will also be rejected on the following grounds:
 - a. Tenderer not meeting tender qualifying parameter norms specified / not submitting pre qualifying and other commercial criteria documents as per NIT.
 - b. Non-withdrawal of conditions imposed in tender document & conditions imposed during negotiations.
 - c. A bidder who offers unsolicited reduction in the price offer whether before or after the opening of the price part of the tender(s)/bid(s) shall be liable to have his/its/their bid(s) rejected. Bidders may, however, at any stage offer a reduction if such reduction is solicited or if the OWNER gives the Bidder an opportunity to offer such reduction.
 - d. Tenderer submitting fabricated/ false/ forged documents for the tender.
 - e. Tenderer put on holiday list during the pendency of this tender.
- 3) Tenderers are advised to ensure that their queries must reach by e-mail addressed to the Contact person as specified in NIT at least two working days in advance for this purpose.
- 4) Any Addendum/ Corrigendum/ Sale Date Extension in respect of the tender shall be issued on our website <https://iocletenders.gov.in> only & no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated.

All bidders must login and visit their DASHBOARD on regular basis to get the timely updates related to any communication sent in the form of e-mail/SMS by system.
- 5) Legal dispute, if any, arising during the evaluation of the tender shall be within the jurisdiction of local courts.
- 6) IOCL's decision on all matters pertaining to this tender is final and binding for all bidders.
- 7) Please visit our website <https://iocletenders.gov.in> for further details of this tender.
- 8) 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
 - d) Price Schedule – BOQ file



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RAJAHMUNDY AFS****ANNEXURE-2****LIST OF DOCUMENTS REQUIRED TO BE UPLOADED****1. MANDATORY DOCUMENTS:**

Sl. no	Description
1	Scan copy of PAN CARD
2	Copy of GST Registration Certificate
3	Undertakings and Declarations for "Holiday Listing"
4	Undertakings and Declarations "A,B,C,&D"
5	Undertakings and Declarations - Acceptance of Tender Terms and Conditions as attached with the tender document. Bidders shall upload this document instead of complete set of technical bid documents as a token of their acceptance.
6	Proforma for tender not tampered

3. OTHER DOCUMENTS: Following copy of documents are to be submitted by the successful bidder prior to placement of work order.

Sl. no	Description
1	Safety declaration
2	Contract Agreement Form

IMPORTANT GUIDELINES TO TENDERERS

- 1) Bidders are requested to carefully study all the documents/ annexures and understand the conditions, specifications etc before quoting their rates. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Indian Oil reserves the right to cancel the tender without assigning any reason.
- 2) Bidders are requested to go through the "Special Instruction to the Bidders (SITB)" provided in the IOCL e-Tendering site <https://iocletenders.nic.in> before participating in the e-Tender.
- 3) It is mandatory for every tenderer to provide all the information as set out in the tender document irrespective of their earlier association with IOCL. Any conditional/ incomplete offer or failure to follow above instructions may lead to disqualification.



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- 4) The Bidders shall upload legible scanned copy of necessary documents in support of required qualification and experience along with their offer as per instruction given in the Special Instructions to Bidders.
- 5) Physical/ Manual Bids shall not be accepted. Bids shall be accepted only through e-Tendering portal. No manual bid shall be permitted along with electronic bids. **In case of receipt of manual bids apart from specifically requested offline documents in the tender, same shall be returned to the bidder. Additional documents received through email shall also be ignored for the purpose of evaluation, unless specifically advised by the Tender Issuing Authority.**
- 6) It shall be understood that every endeavor has been made to avoid errors which can materially affect the basis of the tender and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 7) Tenderers are advised not to send or upload un-necessary / unsolicited documents. The same will not be evaluated.
- 8) Bids should be submitted as under :“Price Bid “

This part shall have only Price Schedule (BOQ) with prices duly filled in. Prices shall be filled in the price bid format (excel sheet) provided with the tender documents (i.e. uploaded in the website by IOCL).
- 9) **Tenders to note that price must be quoted only in the price schedule (BOQ) document. Disclosure of any price or rate in any manner other than in the price bid will lead to disqualification of the bid.**
- 10) Any query with regard to rejection of the tender may be forwarded to Chief APTM, **Indian Oil Corporation Ltd., Aviation Fuel Station, RAJAHMUNDRY Airport, Madhurapudi, RAJAHMUNDRY – 533 102.**



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- 11) Notwithstanding the sub divisions of the tender document into several sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 12) Clarifications with respect to tender shall be obtained from IOCL.
- 13) Canvassing of information or submission of forged or false documents / information by any bidder shall make their offer invalid.

ANNEXURE-3

SPECIAL CONDITIONS OF CONTRACT

1.0 EARNEST MONEY DEPOSIT (EMD)

EMD is Nil.(Bidders have to mandatorily submit the Bid Security Declaration in lieu of EMD. Bid Security Declaration format Enclosed as Annexure-L)

2.0 DELIVERY AND DISPATCH OF MATERIAL

Once the dispatch document is given to the contractor for taking delivery of material from the transport agency, it will be the responsibility of the contractor to take timely delivery of the material. En-route taxes or duties paid on the material by the contractor shall be reimbursed against proof of payment.

Also the contractor shall make good to the corporation any losses arising from the following;

- a) Confiscation by the Government or local authority due to violation of any law by the contractor.
- b) Mishandling of goods or damage due to any other reason during loading, unloading and transportation

3.0 PERIOD OF CONTRACT &TERMINATION

- 3.1** Contract shall be valid as specified in the NIT. The starting date will be taken as the date as mentioned in Work Order. Failing to take over will invoke penalty as per relevant Clauses of GCC. This will be in addition to and without prejudice to the other rights available to the Corporation under the said GCC.



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- 3.2** On expiry of the period stipulated in the contract and any extensions thereof, it will be deemed to have been terminated automatically, unless otherwise intimation in writing is given by IOCL. Further, the Contractor will not have any right either contractual or equitable to demand any fresh contract for another term or to continue the same in preference to any other intending party.
- 3.3** Notwithstanding anything to the contrary herein contained, the Corporation will be at liberty to terminate this contract forthwith upon or at any time, a breach or default of any terms, conditions or stipulations contained herein is committed by contractor and / or by his workmen deployed in IOC premises.
- 3.4** Notwithstanding anything contained in other clauses of the tender document, if at any time during the period of contract, it is observed that the services are not being rendered to the entire satisfaction of the IOC, the IOC will have a right to terminate the contract after satisfying himself about the Contractor's inability or unwillingness to render requisite services or for other reasons. The decision in this regard will be final and binding on the Contractor.
- 3.5** Upon termination of the contract, the IOC will be entitled, at the risk and cost of the Contractor, to carry on the services for the balance period of the contract as contemplated in the scope of work through an independent agency and to adjust any differential amount thus incurred from the Contractor in addition to any other amounts, compensation and damage, that the IOC is entitled to, in terms of the relevant clauses of this existing contract from the security deposit or any other amount due to the Contractor. Any amount liable to be recovered will also attract service tax.

In the event of the expiry or termination of the contract, the contractor shall either be entitled to remove or take away at its / their own cost, charges and expenses, all such movables brought by them in the said location and as are capable of being removed or taken away without causing any damage howsoever to the said location or any part thereof.

4.0 SECURITY DEPOSIT

The successful tenderer, upon placement of work order, shall pay security deposit, an amount equivalent to 3% of work order value in line with the Clause 2.1.1.0, Section- 2 of the GCC and associated clauses there under. For the purpose of this contract, the defect liability period shall be considered as 12 months from the date of completion of contract including extensions, if any. The Security Deposit will not carry interest.

5.0 ORDER OF PRECEDENCE

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



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

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

6.0 The Corporation reserves the right to operate or not operate or partly operate any item mentioned in the schedule. The Corporation is not committed to give all the works to the successful bidder.

The Corporation reserves the right to appoint any parallel contractor for the same job. The Corporation is not liable to pay any damages towards loss of profit in the event of any item of schedule of work being done by any other contractor.

The quantities appearing in the Schedule of Rates are approximate quantities. The actual quantities may vary. No guarantee of minimum work or payment is given.

7.0 The contractor shall take note that rates quoted shall be inclusive of all Taxes & Duties, and all other expenditure required to be incurred by him/her for providing required services etc. during the contract period as indicated under this contract.

8.0 The accepted rates of the contract shall be valid till the completion of works in all respects and no escalation whatsoever will be entertained on any grounds except the ones defined in this tender.



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RAJAHMUNDY AFS****9.0 SPECIAL CLAUSES ON TAXATION (SCT):****a) GST**

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.
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



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	<p>needs to be provided in the columns provided in the technical bid.</p> <p>In case the contractor is opting for Composition scheme under the GST laws (i.e Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the contractor should confirm the same. Further the contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on IOCL.</p> <p>In case the contractor is falling under Unregistered category, the contractor should confirm the same.</p>
6	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 noncompliance 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 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	<p>In case the contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price.</p> <p>In case the contractor is falling under Unregistered category, then GST liability, if any, on IOCL will be included for the purpose of evaluation.</p>
11	In case, IOCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost.
12	IOCL shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the CGST Act and respective states and Rules.
13	To enable IOCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to GST reimbursed by IOCL on materials sold to IOCL.
14	Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of



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	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	CUSTOM DUTY (These clauses will not be applicable wherever port clearances are in the scope of IOC and IOC is to take delivery at Port) applicable for Global Tender
15.1	Custom Duty for this clause shall mean Basic Custom Duty, Additional Duty of Customs levied under Section 3 of the Customs Tariff Act equivalent to the IGST and Education Cess and Secondary and Higher Secondary Cess.
15.2	The contractor shall within 7 (seven) days of dispatch /shipment of any such materials forward to the owner, the following documents. (i)Supplier's /Vendor Invoice indicating item wise price of the materials for the purpose of assessing customs and other Import duties (ii) Bill of lading/Airway Bill (iii) Package wise packing list (iv) Certificate of origin and other relevant documents relating to the identification of the materials. (v) Other relevant documents for the assessment of customs duties and the clearance of goods through Customs.
15.3	The Contractor shall also be fully responsible for Port and Customs clearance including stevedoring, handling, unloading, loading and storage and for satisfying all Port and Customs formalities for the clearance of the goods , including preparation of the BILL(s) of Entry mentioning the applicable GSTIN of IOCL and other documents required for import and or/clearance of the goods. The applicable GSTIN shall be advised by IOCL. The Contractor shall also be fully responsible for any delays, penalties, interest, demurrages, shortages and any other charges and losses, if any in this regard.
15.4	The Custom Duty payable shall be reimbursed on production of supporting documents or paid directly to the Customs Authority, as the case may be.
15.5	IOCL shall pay the CUSTOM DUTY within 1 (one) working day or specified under Customs law, after the day on which the CONTRACTOR furnishes the complete necessary documents including duty requisition slip along with BILL of ENTRY to the IOCL's designated office for release of requisite materials/ equipment from Customs. However additional cost on account of delayed payment of Custom duty due to IOCL's fault shall be paid by IOCL.
15.6	IOCL will not bear liability towards payment of safeguard duty, Anti-Dumping duty, Protective Duty or Countervailing Duty on subsidized articles or any other such duties of Customs imposed by the Government of India under Custom Tariff Act 1975 applicable on such materials in India.
15.7	All other costs towards Port and Customs Clearance shall be the contractor's responsibility including appointment and payment to clearing agents and no reimbursement will be made by IOCL except as quoted in the price bid.
15.8	The contractor shall provide IOCL with all documents necessary for IOCL to claim Input Tax Credit (ITC) of the IGST levied under Section 3 of the Custom Tariff Act. Should the contractor fail to provide any such document(s) resulting in a shortfall in the ITC available to IOCL, the shortfall shall be made good by the contractor by issuance of suitable credit note to IOCL. In case the contractor does not issue credit note to IOCL, in such case, IOCL would be constrained



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	to recover the amount along with interest and statutory levy, if any, and such recovery would be without pre-judice to any other mode of recovery from the Running Account or other bills or payments to the Contractor.
15.9	The input tax credit available to IOCL will be reduced to arrive at the net Landed cost in the hand of IOCL for evaluating the Bids.
15.10	In case the bidder is availing any exemption under the prevailing customs law, then necessary documentary proof for availing the said exemption is required to be submitted. In the event of non-submission of the requisite documents as per the conditions for availing the exemption by the successful bidder, then the additional outflow on account of various taxes and duties will be recovered from the bidder.
15.11	The Tariff Head under which the goods will fall should be clearly mentioned along with the Custom Duty Rate at the time of submission of Bid.
16	ROAD PERMIT /WAY BILL
16.1	IOCL will issue Road Permit/Way Bill, by whatever name it is called, to the Contractor only in those cases where materials is purchased by IOCL directly and/or IOC is statutorily required to issue the Road permit/Way Bill, by whatever name it is called. Contractor will be under obligation for proper utilization of road permits for the specific supply and in case of seizure of goods/vehicle; the Contractor will be wholly responsible for release and reimburse the litigation cost to IOCL.
16.2	IOCL shall on no account be responsible for delay or hold up due to the timely non availability of such documents as are required to be furnished by the owner to obtain the Road Permit/Way bill, by whatever name it is called. However, IOCL shall make best efforts to provide sufficient number of Road Permits/way bill, by whatever name it is called. On demand to avoid any delay or Hold up.
17	Works Contract / Composite Supply / Mixed Supply
17.1	<p>Works contracts as defined under the GST law includes Contracts for Building, Construction, Fabrication, Completion, Erection, Installation, Fitting out, Improvement, Modification, Repair, Maintenance, Renovation, Alteration or Commissioning of any immovable property wherein transfer of goods is involved in the execution of such contracts.</p> <p>Composite Supply has been defined as supply in which two or more supply of goods or service or both or any combination are naturally bundled and supplied in conjunction with each other in the ordinary course of Business, and then the rate as applicable for principal supply will be applicable on the entire transaction.</p> <p>Mixed supply has been defined as supplies of goods or service or both which are made in conjunction with each other for a single price and which does not constitute a composite supply then the rate as applicable for the highest rate will be applicable. \</p>
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.	
17.2	The place of supply in relation to an immovable property shall be the location at which the



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	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.
17.3	In case, IOCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost. IOCL shall reimburse GST levied as per TAX invoice issued by the Contractor as prescribed under respective GST Acts and Rules. In case the contractor is not permitted to issue Tax Invoice the same should be clearly mentioned in the price Bid.
17.4	To enable IOCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to VAT reimbursed by IOCL on materials sold to IOCL
17.5	Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.

b) INCOME TAX

- 1) The contractor shall be exclusively responsible and liable to pay Taxes on Income arising out of payment made out of the contract.
- 2) 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 it Rules will be issued to the contractor.
- 3) Where the contractor is eligible for deduction at lower rate of TDS, supporting documents to be furnished to paying authority of IOCL before the payment is released. Once the deduction is made at higher rate and TDS is deposited to authorities, no claim will be entertained by IOCL.
- 4) PAN is mandatory. If PAN is not provided TDS would be deducted at higher rate as per the provisions of Income Tax Act

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

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

12.0 SECURITY AGREEMENT

CONTRACTOR shall as a part of his obligation sign an agreement for secrecy of the drawings / documents with IOC. CONTRACTOR, hereby, expressly undertake to keep all the



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drawings/documents as well as other Technical information given in the CONTRACT-DOCUMENT secret and shall not divulge or leak or otherwise cause to be known to the competitors or others having any interest in such process in anyway the contents in any form, shape or method.

13.0 DELETION OF CLAUSE IN GCC

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

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

14.0 Dispute Resolution:

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this agreement (and whether before or after the termination) Parties hereto shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the dispute or difference arose, such dispute or difference shall be referred to a mutually acceptable sole Arbitrator. The existence of any dispute or difference or the initiation or continuation of the arbitration proceedings shall not postpone or delay the performance by the Parties of their respective obligations pursuant to this Agreement. The outcome of the Arbitration shall be binding upon all parties involved. The Indian Arbitration and Conciliation Act 1996 as amended by The Arbitration and Conciliation (Amendment) Act 2015 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under the clause.

The seat of arbitration shall be at Chennai.

15.0 PENALTY CLAUSE IN CASE OF BREACH OF SAFETY

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



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

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

16.0 SELECTION PROCEDURE:

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

The Tenderers must note that the rates to be quoted should be as specified in price bid documents only.

17.0 POWER OF ATTORNEY

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

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

19.0 QUALITY CONTROL, INSPECTION & TESTING

- a. The IOC will be entitled to inspect and or/test, by itself or through any of its representative or any independent agency, the premises held by the Vendor, any materials.
- b. If any material, item or component intended to be used for the work is found to be unsatisfactory (in which matter, the decision of the IOC or his authorized representative will be final), the contractor will be forbidden to use such materials and suitable action will be taken against the contractor.
- c. Notwithstanding any inspection carried out by the Corporation or his representative, the



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Tenderer shall carry out its own inspections to ensure consistent performance.

- d. Inspection & acceptance of works by IOC/ its authorized representative shall not absolve the Contractor from any of his responsibilities under this Contract.
- e. Contractor shall dispose of all waste generated and encountered in housekeeping and maintenance works, such as papers, rags, oil soaked, silk, dry glass, weeds, kitchen waste, etc. at his cost. The disposal shall be done outside the premises as directed by the location in charge or officer authorized by location in charge

20.0 BILLING AND PAYMENTS

The vendor/ contractor will submit their bill after successfully completing works as per payment schedule. The payment will be released within 15 days of submission of bill.

21.0 Payment Schedule–

SL.NO	DESCRIPTION	PAYMENT
a	Registration Fee after start of Green Co Program.	Rs 50,000/- + GST
b	After assessment and final certification	Rs.4,20,000/- + GST

Note: Mobilization advance is not applicable to this tender.

21.1 IOC will effect payments to the contractors through RTGS/NEFT only.

21.2 The payment shall be made after following deductions:

- a) Cost of Corporation's property damaged by the contractor.
- b) Wastage or spillage.
- c) Claim of wages by the contractor's employees, if not paid by the contractor.
- d) Statutory payments and deposits not made by the Contractor.
- e) Any other taxes due & to be paid by contractor and to be deposited by corporation, as per law.
- f) Any penalty levied, as per provision of general or specific conditions of tender or agreement will be recovered along with applicable taxes.
- g) In case of price discount, the contractor to issue invoice incorporating the same or through credit note.
- h) Any other reason deemed fit.



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22.0 PUTTING A PARTY ON HOLIDAY LIST

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

22.1A Party may be put on holiday list in the event of any one or more of the following:

If a Party

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

22.2 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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- 23** A complaint book shall be maintained by the successful contractor for lodging of complaints. Suitable penalty shall be levied in case of non-compliance with any stipulated standard as per the tender conditions and shall be recovered from the RA bill
- 24** No separate payment will be made by IOCL for works covered under scope of work or pre-requisites for the contract, until and unless specifically mentioned.
- 25** Special conditions of contract will be read in conjunction with the general conditions of contract and all other document forming part of this contract. Notwithstanding the subdivisions of the document into these separate sections, every part of each will be deemed to be supplementary to and complimentary to every other part and will be with and into the document as far as it may be applicable to do so.
- 26** Where any portion of the general condition of contract is repugnant to or at variance with any provision of special conditions of contract, the provision of special conditions of contract will be deemed to override the provision of general conditions of contract and will be to the extent of such repugnancy of variation prevail.
- 27** Clarifications with respect to tender shall be obtained from IOCL.
- 28** Any conditional / incomplete offer or failure to follow above instructions shall lead to disqualification. Providing any details of rates offered in the technical commercial bid section will lead to disqualification of the bidder.

29 TYPOGRAPHICAL OR CLERICAL ERRORS

The Corporation's clarifications regarding partially omitted particulars or typographical or clerical errors shall be final and binding on the Contractor.

- 30** At all places in the GCC enclosed with the tender document, OWNER shall mean INDIAN OIL CORPORATION LIMITED, MARKETING DIVISION, HEAD OFFICE, with its office at G9, Ali Yavar Jung Marg, Bandra(E), Mumbai-400051.



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ANNEXURE-4

INSTRUCTIONS TO TENDERERS

1.0 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.

2.0 Materials / Equipment's

Unless otherwise specified, all the materials / equipment's / consumables required for the subject work will be procured by the contractor at his own cost, without any additional financial implication on IOC, and must be of the specified quality/brand and must get approved by our concerned officer before they are brought to site and also before being actually put to use. Any materials brought without prior written approval, will be entirely at the risk and cost of the contractor.

3.0 Unless otherwise specified, it will be Contractor's responsibility for procurement of all materials / equipment's, etc. No delay due to non-availability of any material / equipment's will be entertained by the Corporation. In case, the desired materials / equipment's are not arranged by the party, the same may be made available by the Corporation. In such case, the market rate for the use of such materials /equipment's will be deducted from the party's bill. Any statutory taxes payable on the same will be recoverable extra from the contractor.

4.0 Safety / Security of Materials

The responsibility of safety and security of materials and equipment's brought by the Contractor will remain with the Contractor and any claim of whatsoever nature due to any loss or otherwise will not be entertained.

5.0 Observation of Rules and Regulations

The Contractor 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.

6.0 The Contractor will have to observe all local rules for safety/security, gate passes etc. as advised by our Officers.



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7.0 Liability

Loss or damage to IOC's existing facilities/ material/ equipment/ property either through theft or otherwise due to negligence of contractor's workmen while carrying out the work will be recoverable / made good by the Contractor to the entire satisfaction of IOC at his own risk and cost.

8.0 Defect Liability Period

The Defect Liability Period for the contract will unless otherwise specified **be 12 (Twelve) months** from the date of completion of the contract.

9.0 Responsibility of Contractor:

Services will be carried out by the Contractor as per contract conditions and scope of work.

10.0 Assignment & Sub-Contracting

The Contractor will not assign, sub-contract or sub-let the whole or any part of the contract in any manner.

11.0 Penalties

The jobs are to be carried out to the entire satisfaction of the officer in charge of the Corporation. For any unsatisfactory work, suitable penalty will be imposed. Even after serving of 2 (two) consecutive warning letters / memo for improving the quality of work, if no appropriate action is taken by the party, Corporation if desired, will get the job done through alternate agency at Party's cost and risk. Amount spent in carrying out such jobs will be deducted from the party's bill. Recovery of requisite service tax amount over and above the penalty amount shall be done from the contractor's bill.

IOCL reserves the right to impose a penalty on account of deficiency of service under this contract in relation to haulage services. Broadly, the following penalties shall be imposed:

SL.NO	Penalty applicable for following incident/ circumstances	Penalty amount (Rs)
1	If the contractor or any of his workmen misbehaves with any of our employee / exhibits negligence/ willful damage to the property or any other item.	Rs.2,000/- or as deemed fit by the Officer in charge
2	If the supervisor is on leave for more than one week and the contractor fails to provide a replacement	Rs. 1000 per day beyond one week



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3	If supervisor is not deployed by the contractor as specified in the contract	Rs. 15,000/- per month
4	Wages not paid by the due date	Rs 500 per contract labour per month.
5	Nonperformance/jobs not done in time as per schedule	Amount equivalent to twice the applicable rate for the said job in addition to nil payment for such jobs.

12.0 The security deposit will be refunded to the Contractor on completion of the period of contract (including period of extensions if any) after 12 months subject to handing over of all material/equipment in good working condition and proof of all payments including bonus etc. to his employees.

13.0 Rates: This contract is comprehensive one and the rates are to be quoted considering manpower cost, consumables defined under Scope of Work and service charges, if any. The contractor is expected to quote rate for each item after careful analysis of costs involved for performance of the complete services consisting of all specifications and conditions of the contract. If it is noticed that the rates quoted by the Contractor for any items are unusually high or unusually low; it will be a sufficient cause for rejection of the tender unless the IOC is convinced about the reasonability of the rates on scrutiny of the analysis for such rate to be furnished by the Contractor on demand. Notwithstanding anything therein stated, the rates once accepted by the IOC will be final and will not be subject to any claim either on account of non-workability of rates or any other ground whatsoever.



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ANNEXURE-5

SCOPE OF WORK

The following are the works to be carried out at Indian Oil Corporation Limited, Aviation Fuel Station, RAJAHMUNDY Airport, Madhurapudi, RAJAHMUNDY as per the description of Work Schedule mentioned below:

No	Activity	Details	Responsibility & Timeline
1	GreenCo Launch and kickoff program	<ol style="list-style-type: none">1. CII accredited GreenCo facilitator will do the launch of GreenCo Rating for AFS virtually/in-person.2. The program should train the AFS team members understand the guidelines and requirements of the GreenCo rating framework.3. CII accredited GreenCo facilitator has to provide the standard checklist and template for the submission of data and documents	To be conducted by CII accredited GreenCo facilitator within 4 weeks after the award of the work.
2	Implementation & preliminary data submission	Based on the kickoff program the AFS unit will prepare the following: <ol style="list-style-type: none">1. Data collection as per GreenCo requirement for each parameter2. Identification of gaps as per GreenCo guidelines & implementation of short-term measures (Assistance to be provided by CII accredited GreenCo facilitator)3. Submit the preliminary data and documents	The Unit will submit the data within one month after the training program
3	GreenCo Pre-Assessment	<ol style="list-style-type: none">1. Based on the Preliminary data and documents submitted by the AFS unit, CII accredited GreenCo facilitator should conduct a pre-assessment study to validate the data / documentation adequacy and communicate the gaps	To be Conducted by CII accredited GreenCo facilitator within two weeks of submission of preliminary data and



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		to the team	documents
4	Final data and documentation submission	1. The AFS unit will submit the final data and documents and provide the compliance declarations as required to conduct the final assessment by external experts	To be submitted by AFS unit upon mutual understanding between the Corporation and CII accredited GreenCo facilitator
5	Final assessment for the award of rating	1. Subsequent to the submission of final documents, the final assessment for the award of GreenCo rating to be done by a team of independent assessors and representatives of CII. 2. The objective of the final assessment is to evaluate the performance of the company as per the GreenCo Rating guidelines and validate the data and documentation as submitted by the company	To be conducted by CII Onsite or virtual within one month
6	Certification and Award of GreenCo Rating	CII accredited GreenCo facilitator should coordinate with the assessor team and award the rating to the company	To be done by CII accredited GreenCo facilitator within one week after the Final assessment
7	Final Feedback report for the unit	CII accredited GreenCo facilitator should submit a final feedback report to the company on the findings of the GreenCo assessment	Within one month after the Final assessment



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ANNEXURE-A

STATEMENT OF CREDENTIAL

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:



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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:-

(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



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

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

(C) 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	YYYY-YYYY	
2	YYYY-YYYY	
3	YYYY-YYYY	

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

(D) GST CERTIFICATE :

PARTICULARS	REGISTRATION NUMBER	DATE	VALID UPTO
GST			



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Note :Tenderer should upload copy of above GST Registration Certificates.

Tenderer is also required to necessarily fill in the following details.

a)	Rate of GST being charged (in % only) in this bid%
----	--	--------

Please note that the GST rate will have to be compulsorily filled up in percentage only (and not amount in Rupees) failing which the bidder will be liable for disqualification.

(E) PAN Card No. _____
(Tenderer is required to upload copy of PAN card)



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(F) 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)
1	Single page declaration for undertaking of acceptance of tender as required, to be uploaded.	To be uploaded by Tenderer	
2	Confirm that scan copy of EMD instrument is uploaded.	Bid Security declaration to be submitted	
3	Confirm that all Declarations/ Undertakings/ Addendum required as per tender are uploaded.	To be confirmed by Tenderer	
4	Confirm that there are no deviations from tender conditions	To be confirmed by Tenderer	
5	Power of attorney (POA) for bidders as per the legal entity of the firm.	To be filled by Tenderer and copy to be uploaded	
6	Confirm validity as per tender condition	To be confirmed by Tenderer	
7	Confirm completion time as per NIT	To be confirmed by Tenderer	
8	Confirm that the price bid does not contain any condition	To be confirmed by Tenderer	
9	Any Other information desired to be furnished by Tenderer:	To be filled by Tenderer	

DATE:**SIGNATURE OF TENDERER:**

Note: Above declaration is to be signed by the same person, who is duly authorized to sign all the required declarations, documents to bid for subject tender



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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, GCC & all the documents etc., forming part of tender.

Date:

Tenderer's Signature & Seal

Place:

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:

Tenderer's Signature & Seal

Place:



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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:**Tenderer's Signature & Seal****Place:****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:**Tenderer's Signature & Seal****Place:**



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Note:

- a. A separate sheet may be attached, if the above is not sufficient.
- b. 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.
- c. List of Directors of IOC Board is attached.

ANNEXURE-C



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LIST OF DIRECTORS OF INDIAN OIL CORPORATION LIMITED as on

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

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

Bidders should 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)

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



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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 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.

Place :

Date :



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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: _____ due on _____.

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

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

Tenderer's Signature& Seal

Date:

Place:

Witness:

1) Name & Address: _____

2) Name & Address: _____



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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

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



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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 appropriate value)

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

We shall

- 1) Deploy trained and competent employees who are physically fit and are not suffering from any chronic or contagious diseases.
- 2) Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by the Corporation under the above contract and shall maintain proper books of account, records and documents. We shall however as the employer, have the exclusive right to terminate the service of any of our employees and to substitute any person instead.
- 3) Be responsible and liable for payment of salaries, wages and other legal dues of our employees for the purpose of rendering the services required by the Corporation under the above contract and shall maintain proper books of account, records and documents. We shall however as the employer, have the exclusive-right to terminate the services of any of our employees and to substitute any person instead.
- 4) Comply in all respects with the provisions of all 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.



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- 8) Not do or suffer to be done in or about the premises of the Corporation anything whatsoever which in the opinion of the Corporation may be or become a nuisance or annoyance or danger or which may adversely affect the property, reputation or interest of the Corporation.
- 9) Not do so suffer to be done in or about the premises of the Corporation anything whereby any policy of insurance taken out by the Corporation against loss or damage by fire or otherwise may become void or voidable.
- 10) Be liable for and make good any damage caused to the Corporation's properties or premises or any part thereof or to any fixtures or fittings thereof or therein by any act, omission, default or negligence on our part or on the part of our employees or our agents.
- 11) Indemnify and keep indemnified the Corporation, its officers and employees from and against all claims, demands, actions, suits and proceedings, whatsoever that may be brought or made against the Corporation by or on behalf of any person, body, authority and whatsoever and all duties, penalties, levies, taxes, losses, damages, costs, charges and expenses and all other liabilities of whatsoever nature which the Corporation may now or hereinafter be liable to pay, incur or sustain by virtue of or as a result of the performance or non-performance or observance or non-observance by us of the terms and conditions of the contract. Without prejudice to the Corporation's other rights, the Corporation will be entitled to deduct from any compensation or other dues to us the amount payable by the Corporation as a consequence of any such claims, demands, costs, responsible for death, injury or accidents to out 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



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claim employment with the Corporation or attempt to be declared as employees of the Corporation or attempt to become so placed, then in all such cases, we shall assist the Corporation in defending all such attempts of the Contractor's employees AND we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred or which may be incurred in defending all such attempt and in any appeal or appeals filed by the Corporation therein or relating thereto AND we hereby indemnify forever the Corporation against all such costs, charges and expense including legal charges and against all and any loss, expenses or damages whether recurring or not, financial or otherwise, caused to or incurred by the Corporation; as a result of such attempt by the Contractors' employees.

- 15) It is hereby agreed that the Corporation shall be entitled to set off any debt or sum payable by us either directly or as a result of vicarious of vicarious liability to the Corporation against any monies payable or due from the Corporation to us against any monies lying or remaining with the Corporation and belonging to us or any of our partners or directors.

Contractor's Signature or Authorized

Attorney

To be witnessed by Notary



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ANNEXURE-I

**BANK GUARANTEE PROFORMA IN LIEU OF SECURITY DEPOSIT
(to be executed on Stamp paper of appropriate value)**

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 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)



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/ 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 guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.
5. We, _____ (indicate the name of Bank) further agree with the corporation that the corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) / Supplier(s) / - Seller(s) from time to time or to postpone for any time or from time to time any the powers exercisable by the corporation against the said Contractor(s) / Supplier(s) / - Seller(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) / Supplier(s) / - Seller(s) or forbearance, act or omission on the part of the corporation or any indulgence by the corporation to the said Contractor(s) / Supplier(s) / - Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have affect of so relieving us.
6. This guarantee will not be discharged due to change in the constitution of the Bank or the Contractor(s) / Supplier(s) / - Seller(s).
7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the corporation in writing.

Place:

Dated the ____ day of ____ 20__

For _____

Date:

(Indicate the name of bank)



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ANNEXURE- J

CONTRACT AGREEMENT FORM

THIS CONTRACT made at Mumbai this _____ day of _____ 200 ; BETWEEN INDIAN OIL CORPORATION LTD., a Government of Indian Undertaking registered in India under the Indian Companies Act 1956, having its registered office at G-9, All Yavar Jung Marg, Bandra (East), Bombay - 400 051 (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, contracts and/or agreements and understandings relative to the work are hereby cancelled.

ARTICLE - 6

Notices

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



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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)



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**CARRYING OUT TRAINING, IMPLEMENTATION AND GREENCO CERTIFICATION AT
RAJAHMUNDRY AFS**

by _____

(this day of _____ 200____)

in the presence of:

1. _____

2. _____

*(Strike off which is not applicable)

ANNEXURE- K

PERFORMA REGARDING NO DUES

(On letter head of the firm, to be submitted along with bid)

INDIAN OIL CORPORATION LTD.(M.D.)

Aviation Fuel Station

RAJAHMUNDRY

Dear Sir,

This is to certify that nothing is payable by me/us to Corporation. In case it is found that some amount is outstanding against me/us payable to corporation, the same may please be recovered from my/our bills against this contract.

I/We am/are also agreeable to relieve my/our laborers for training pertaining to safety operations of locations as required by corporation.

Thanking you,

Yours faithfully
Authorized Signatory.

Date:



IndianOil

TENDER NO: SR/AVN/AKM/GREENCO/2022-23

**CARRYING OUT TRAINING, IMPLEMENTATION AND GREENCO CERTIFICATION AT
RAJAHMUNDY AFS**

ANNEXURE- L

FORMAT OF BID SECURITY DECLARATIONS FROM BIDDERS IN LIEU OF EMD

(On Bidders letter Head)

I/We, the authorized signatory of M/s, participate in the subject Tender No....., for the job of, against Tender No.....,do hereby declare:

- (i) that I/we have availed the benefit of waiver of EMO while submitting our offer against the subject Tender and No EMO being deposited for the said Tender.
- (ii) that in the event we withdraw / modify our bid during the period of validity OR I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a performance security within the given timeline OR I/We commit any other breach of Tender Conditions/Contract which amounts for forfeiture of EMD; I/we will be suspended from being eligible for bidding / award of all future contract (s) of Indian Oil Corporation Limited for a period of one year from the date of committing such breach

Signature and seal of authorized signatory of bidder

Name of authorized signatory:.....

UNDERTAKING BY THE TENDERER(S)

NAME OF WORK:

Tender No. :

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

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

We

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

SIGNED FOR AND ON BEHALF OF TENDERER(S)

Name of Tenderer(s)

Date :

Place :

Seal & Signature of Tenderer

NOTE:

This declaration should be signed by the Tenderer's authorized representative on COMPANY LETTERHEAD who is signing the Bid and scanned copy to be uploaded.

Bidders' Help Manual for availing Preferential Benefits in IOCL E-Tendering Portal

IOCL has “Preferential Bidding Module” in its E-Tendering portal (<https://iocletenders.nic.in/nicgep/app>) which will allow bidders to claim preferential benefit as per his preferential category while participating in a tender in the system itself. **Bidders who do not claim preferential benefit at the designated section of the portal while participating in the tender, will not be considered for any preferential benefit in that tender.**

There are three preferential categories in the portal:

- Purchase Preference to MSEs against PPP 2012
- Public Procurement Preference to Make in India (PPP-MII order 2017)
- Domestically manufactured electronic products (DMEP)

Tender Inviting Authority reserves the right to allow one or more or none of the above preference categories in his tender as per Tender Terms and Conditions.

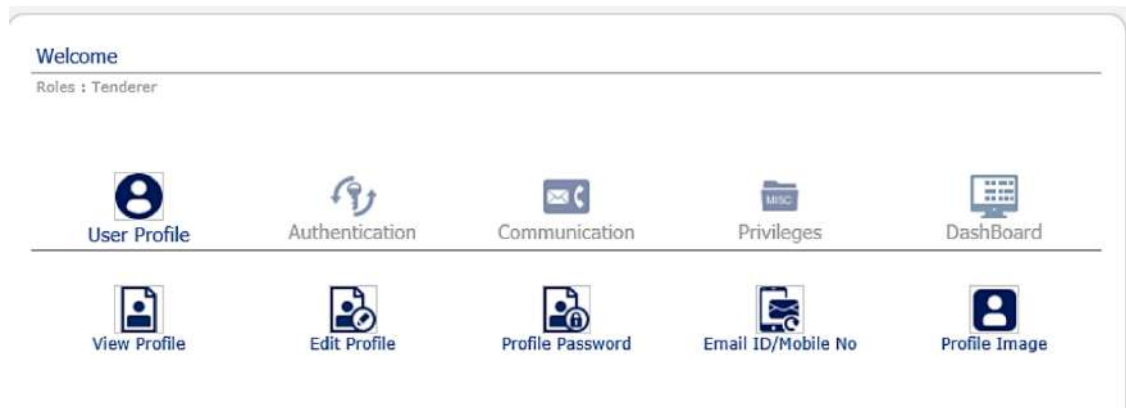
1. Profile Updation:

In the tenders where “Preferential Bidding” is allowed, Bidders will be able to claim preferential benefit only if they have declared themselves as preferential bidder in their profile. In view of the same, all the existing bidders are advised to edit their profile and declare themselves as preferential bidder. Detailed Process to update profile is as given below:

1.1 For existing Bidders:

All the preferential bidders already registered in IOCL E-Tendering portal (<https://iocletenders.nic.in/nicgep/app>) must edit their profile and update their preferential status as shown below:

- a) Click on **My Account** menu and go to **User Profile** and **Edit profile** Option as shown below:



- b) Declare himself as **Preferential Bidder** and define your preferential category from the available list as shown below:

Corporate Users → Edit

Login ID:
User Type:
GEPID:

Company Details

Company Name / Licence Holder Name *

Preferential Bidder: ☒ Yes

Preference Category* -Select-
Domestically Manf. Electronic Products (DMEP)
PPP-MII Order 2017
Purchase Preference to MSEs against PPP 2012

If you have selected MSME or Startup Company in Accounts--> Privileges menu and complete registration under My

Registration Number *

Registered Address*

1.2 New Bidders:

While registering in the portal as new bidder using “**Online Bidder Enrolment**” option available in homepage, bidders will get option to declare themselves as **Preferential Bidder** and define their **preferential category** from the available list as shown below:

Online Enrollment of Corporate/Bidder

Login Id *

Enter email address for login id, eg: abc@nic.com
(Care may be taken to enter valid e-mail ID. This information will be kept confidential. The login ID cannot be modified once registered.)

Correspondence Email*

(Correspondence Email ID can be same as your Login ID.)

Mobile* -Select-

Email ID and Mobile No Policy

Email and mobile must comply following requisites,

1. As Mobile and Email are the modes of correspondence, ensure that mobile no and email id provided are correct.
2. The verification codes are valid for 900 seconds from the time Send Verification Code is clicked.

Company Details

Company Name / Licence Holder Name *

Preferential Bidder: ☒ Yes

Preference Category* -Select-
-Select-
Domestically Manf. Electronic Products (DMEP)
PPP-MII Order 2017
Purchase Preference to MSEs against PPP 2012

If you have selected MSME or Startup India icon under My Accounts--> Privi

Registration Number *

Registered Address*

Name of Partners / Directors

2. Bidding in Tender with Preferential Bidding

In Tenders with “**Preferential Bidding**” module, its details will be visible in the Tender details in the portal along with “Preference categories” applicable as per tender Terms and Conditions.

E.g. in below sample tender, Preferential bidding is enabled with all three preference categories.

Work Item Details			
Title	Test Tender		
Work Description	Test Tender		
Pre Qualification Details	Please refer Tender documents.		
Independent External Monitor/Remarks	NA		
Show Tender Value in Public Domain	No		
Tender Value in ₹	0.00	Product Category	Administration and Welfare works
Contract Type	Tender	Bid Validity(Days)	30
Location	test	Pincodes	123456
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA
Should Allow NDA Tender	No	Allow Preferential Bidder	Yes
Preferential Bidder Category			
S.No	Preference Category	Tolerance Percentage	
1.	PPP-MII Order 2017	20.00	
2.	Purchase Preference to MSEs against PPP 2012	15.00	
3.	Domestically Manf. Electronic Products (DMEP)	20.00	

2.1 Bid Submission by bidders who have declared themselves as “Preferential Bidder” and tender allows Preferential Bidder:

- When bidder proceeds for bid submission in Tender with Preferential Bidding, his own preferential credentials (as updated in his profile) will be visible in his profile as shown below:

Bidder Details →

Company Details			
Login ID	cbtck1@cbtc.com		
Company Name / Licence Holder Name	CBTCK1	Registration Number	12345658
Preferential Bidder	Yes	Preference Category	Purchase Preference to MSEs against PPP 2012
Establishment Year	2021	Nature of Business	IT
Legal Status	Limited Company	Company Category	Others
City	Gurgaon	State	Haryana
Postal Code	122001	PAN Number	AESTG2458A

Bidder Pre Registration Details

Bidder Pre Registered With : NA

Contact Details	
Title *	Mr <input type="text"/>
Contact Name*	<input type="text"/>
Correspondence Email*	<input type="text"/>
Designation	<input type="text"/>
Phone	-Select- <input type="text"/> <input type="text"/>
Mobile*	IND (91) <input type="text"/>

In this tender, bidder will be able to claim preferential benefit as per **Preference Category** updated in his profile and visible in above screen. If bidder wishes to avail preferential benefit under any other category, he must update the same in his profile as mentioned at point 1.1 above and restart bidding.

- b) In the next step, bidder will click on “**Avail Preferential Bidder Option**” and claim **preferential benefit** and upload the supporting document if he is meeting the Tender T&C for preferential benefit under his preference category as shown below:

My Tenders → 2019_COIS_106258_1 → Transaction Message

Organisation Chain :

Tender Reference Number :

Tender ID :

Tender Title :

Bid Process List		
S.No	Bid Process	Action
1	ITE Details	<input checked="" type="checkbox"/>
2	Profile	<input checked="" type="checkbox"/>
3	Avail Preferential Bidder Option	<input type="checkbox"/>

Encrypt&Upload

PREFERENTIAL BIDDER DETAIL

Organization Chain :

Tender Reference Number :

Tender ID :

Tender Title :

Preference Category : Purchase Preference to MSEs against PPP 2012

Avail Preferential Bidder Option: ☒ Yes ☐ No

Only pdf files are permitted to upload.

Upload Preference Document *

Back Save

Note

- If you want to Change Preference Category go to Edit profile

- c) In this case when bidder proceeds to freeze his bid, his claim for preferential benefit will be visible in **Bid Preparation Confirmation** page as shown below.

BID MANAGEMENT

Bid Preparation Confirmation Back

Bid Information

Organization Chain :

Tender Reference Number :

Tender ID :

Tender Title :

Bid Submission Closing Date :

Avail Preferential Bidder Option : Yes

Preferential Bidder Document Details

S.No	File Name	File Size (KB)	Preference Name	Tolerance Percentage
1	TestFile.pdf	235.55	Purchase Preference to MSEs against PPP 2012	15.00

Uploaded Documents

S.No	Packet Type	File Name	Description	File Size (KB)	File Hash
1	Feea/PreQual/Technical	1.pdf	Commercial Documents	724.00	2sRM3VKScGKTHk6K9y5bKAGR8pZk=
		2.pdf	Technical Documents	724.00	2sRM3VKScGKTHk6K9y5bKAGR8pZk=
		BOQ_75281.xls	Bid Documents	352.00	8h4W5zdb72nxbdv3ZycK3HQTt=
		2a.pdf	BQC Documents	205.00	6A/Hm206kmbGVWY7AsRd3hzWQVg=
		a2.pdf	Technical Offer Check List as per Annexure 3 of MR and Clause 3.29 of RIT	192.00	To1VjHU R p3c4KTZqgQ2chVeXm1s=
2	Finance	BOQ_163374.xls	BOQ	218.00	ymyihUNzC8SW+Dd9LbWY841lcUw=

Stagewise Bid Status

Tender Stages	Result
ItemWise Technical Evaluation	
ItemWise Technical Evaluation	✓

Submit / Freeze Bid

- d) And Even If bidder has declared himself as "Preferential Bidder" in his profile and has selected "No" in Avail Preferential Bidder Option, then the bidder will be considered as

Normal bidder only same will be visible in **Bid Preparation Confirmation** page as shown below:

PREFERENTIAL BIDDER DETAIL

Organization Chain :
Tender Reference Number :
Tender ID :
Tender Title :
Preference Category : **Purchase Preference to MSEs against PPP 2012**

Avail Preferential Bidder Option: ☐ Yes ☒ No

Back **Save**

Note
• If you want to Change Preference Category go to Edit profile

Bid Preparation Confirmation **Back**

Bid Information

Organisation Chain :
Tender Reference Number :
Tender ID :
Tender Title :
Bid Submission Closing Date :
Avail Preferential Bidder Option : No

Uploaded Documents

S.No	Packet Type	File Name	Description	File Size (KB)	File Hash
1	Fee/PreQual/Technical	TestFile1.pdf	Tech Bid	87.00	+eWOr6GzT+WBpW8jX/6nKq4yk8=
2	Finance	BOQ_116982.xls	BOQ	267.00	nT/rDQFtbMRfQxMQI2M/IGfn6xE=

Submit / Freeze Bid

NOTE:

Bidders are advised to check the preference category available in tender and preference category in the bidders' profile.

- Only if both matches, bidder will be allowed to upload the preference document.
- In case of mismatch NO SCREEN will be visible to upload preference document.

2.2 Bid Submission by bidders who have NOT declared themselves as "Preferential Bidder" and tender allows Preferential Bidder:

Bidder who has not declared himself as “Preferential Bidder” in his profile, will when proceed for bid submission against that tender, he will receive below pop-up message after his profile verification.

My Tenders → 2019_COIS_106258_1 → Transaction Message

Organisation Chain :
Tender Reference Number :
Tender ID :
Tender Title :

Bid Process List		
S.No	Bid Process	Action
1	ITE Details	✓
2	Profile	✓

Message from webpage

ⓘ This tender allow bidders to avail preferential treatment.If you are a preferential bidder, update the necessary details in your profile in My Accounts Menu. Otherwise you will not be considered for preferential benefits.

OK Cancel

Encrypt&Upload

If bidder wants to claim preferential benefit in this tender, he will have to make appropriate changes in his profile as detailed in clause 1.1 above and proceed for bid submission as detailed in clause 2.1 above.

2.3 Bid Submission by Non-Preferential bidders and tender allows Preferential Bidder:

If bidder is NOT a preferential bidder at all, he need not declare himself as preferential bidder and he should proceed for bid submission without claiming any preferential benefit. In this cases, the bidder’s Bid Preparation summary will not include any preference details as shown below:

Bid Preparation Confirmation

Back

Bid Information

Organisation Chain :
Tender Reference Number :
Tender ID :
Tender Title :
Bid Submission Closing Date :

Uploaded Documents					
S.No	Packet Type	File Name	Description	File Size (KB)	File Hash
1	Fee/PreQual/Technical	TestFile2.pdf	tech response	87.00	V6mJ3xrM24r3Uz24/UHhUFLPSU=
2	Finance	BOQ_116263.xls	price bid	283.00	VYKvVwxEAY3KuRIQPWoHjOPQs=
		TestFile4.pdf	comm. response	87.00	V6mJ3xrM24r3Uz24/UHhUFLPSU=

Stagewise Bid Status

Tender Stages	Result
ItemWise Technical Evaluation	✓

Submit / Freeze Bid

2.4 Tender does not allow preferential bidder

In case tender does not allow preferential bidder (Screen shown below), All bidders including preferential bidder shall be treated as Normal bidder. There will not be any option and/or

screen visible to avail preference and upload preferential document. Bid shall be uploaded like Normal tender

Work Item Details	
Title	Test Tender
Work Description	Test Tender
Pre Qualification Details	Please refer Tender documents.
Independent External Monitor/Remarks	NA
Show Tender Value in Public Domain	No
Tender Value in ₹	0.00
Contract Type	Tender
Location	test
Pre Bid Meeting Address	NA
Should Allow NDA Tender	No

Product Category	Administration and Welfare works	Sub-category	NA
Bid Validity(Days)	30	Period Of Work (Days)	10
Pincode	123456	Pre Bid Meeting Place	NA
Pre Bid Meeting Date	NA	Bid Opening Place	test
Allow Preferential Bidder	No		

My Tenders + 2019_COIS_106258_1 + Transaction Message

Organisation Chain :

Tender Reference Number :

Tender ID :

Tender Title :

Bid Process List		
S.No	Bid Process	Action
1	ITE Details	
2	Profile	

Encrypt&Upload

NOTE :-

- 1) Uploading of preferential document does not guarantee that the bidder shall be given preference. In this case decision of Tender Inviting Authority will be binding on the bidder.
- 2) Once bidder has submitted the bid as non-preferential bidder or has submitted the bid with a particular preference category, he cannot change the category even during Resubmission of bid.

All other steps of bid submission will be as normal bidding procedure.

----- End of Document -----