



इंडियन ऑयल कॉर्पोरेशन लिमिटेड
(व्यापार विकास) नई दिल्ली

INDIAN OIL CORPORATION LIMITED
(Business Development) New Delhi

INSTRUCTIONS TO BIDDERS (ITB)

Issued by

INDIAN OIL CORPORATION LIMITED
(Business Development – Contracts Cell)
10th Floor, NBCC Complex
East Kidwai Nagar, New Delhi-110023
P&BD, Indian Oil Corporation Ltd.,

(This document is meant for exclusive purpose of bidding against this specification and shall not be transferred, reproduced, or otherwise used for purpose other than that for which it is specifically issued)



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INSTRUCTIONS TO BIDDERS

GENERAL

Bids are requested from bona fide bidders of sound financial standing and reputation for the subject item on e-procurement system in total compliance to technical specifications, scope, terms & conditions of enquiry documents / attachments.

These Instructions to Bidders ("Instructions") may become a part of LOA/Work order that might result from submission of a Bid in response to this Bid Request.

The issue of these Bid Request documents shall not automatically create any relationship, contractual or otherwise, between Indian Oil Corporation Limited (IOCL) and the Bidder, and IOCL shall not be liable for any costs and expenses incurred by the Bidder in the preparation and submission of a Bid.

In case of irreconcilable conflict in non-technical matters between the provisions in the separate Contract Documents concerning or governing the same aspect precedence shall be given to the provisions contained in the documents mentioned below in the order in which they are set out below:

1. Contract Agreement
2. Letter of Acceptance
3. Agreed variations (if any)
4. Corrigendum / Addendum to tender terms and conditions (if any)
5. NIT
6. SIT Technical
7. SCC Technical (Technical scope)
8. Technical specifications
9. Instructions to Bidders (ITB)
10. Annexures to ITB
11. BoQ.xls (Price bid)
12. GCC.pdf (General Conditions of Contract)
13. Special_Instructions_to_the_Bidders.pdf
14. Tender-Acceptance-Format
15. FAQs-IOCL-Online-EMD
16. Other attachments (if any).

In addition to the General Instructions to the Tenderers forming part of General Conditions of Contract, the following instructions are issued to the tenderers.

1.) GENERAL

- 1.1) Bidder to note that Tendering can be abandoned without assigning any reason. No compensation is paid for the efforts made by the contractor.
- 1.2) Negotiations will not be conducted with the bidders as a matter of routine. However, IOCL reserves the right to conduct negotiations.
- 1.3) Bidders to quote competitive prices considering the fact that price negotiations, if required, to be held with the lowest tenderer only.



- 1.4) Various BG (Bank Guarantee) formats attached with ITB section shall be applicable instead of BG format available in GCC of respective purposes. The word 'Refineries Division' mentioned in the BG formats shall stand replaced with 'Business Development Division'.
- 1.5) The Special Conditions of Contract of tender document covers owner's intention of availing Input Tax Credit (ITC) under GST on the supply of services in the subject work. Necessary details/ compliance required from the bidders/ contractors has been clearly specified in the tender document. Evaluation of bids shall be as per provision of BOQ.
- 1.6) The incentives applicable to manufacturers offering the items based on IOCL R&D formulations to the extent of royalty inflow net of prevailing taxes/ surcharges, if specifically mentioned will be deducted from the quoted price of such contractors. To facilitate this, the bidder must declare that the offered item is based on IOCL R&D formulation and the agreement of royalty payment with IOCL is valid.
- 1.7) Manner in which offer is to be submitted:
 - i) In case of involvement of foreign bidders, tenders can be submitted either by the bidder directly or by their Indian agent on their behalf, but not both. The Indian agent should represent only one bidder and they shall not be allowed to quote on behalf of another bidder if the same tender is re-floated for any reason whatsoever. The said Indian agent shall have a valid legal Power of Attorney from the principal foreign bidder for submission of bid on their behalf.
 - ii) In case a foreign bidder submits any of the pre-qualification support documents in any language other than English, then it will be the responsibility of such foreign bidder to also provide the English translation copy of the same duly certified, stamped and signed by their Local Chamber of Commerce. Translation by Indian Embassy / High Commission or authorized / approved translation agencies (by Indian Embassy / High Commission) or any other independent authority shall also be acceptable apart from the Local Chamber of Commerce of country of origin. This clause shall also apply in case an Indian bidder submits PQC document (full / part) in foreign language other than English.
 - iii) The bidder is required to state whether the proprietor is a director or is related to any director of IOCL, present or retired; or any partner or member of the firm is a director or is related to any director of IOCL, present or retired; or any of the directors of the company is a director or is related to any director of IOCL, present or retired.
 - iv) The bidders should submit their bids as per the format attached with the tender duly filled in and digitally signed. Wherever required, the same shall be submitted on their letterhead. If any other communication or terms and conditions are being attached by the bidder in the tender document, the same shall also be on bidder's letterhead.
 - v) The bidder shall upload the legible scanned copies of the qualification documents within the period of bid submission. The Price Bid shall also be submitted online only. The price offered by the bidder shall not appear anywhere in any manner in the Technical Bid.
- 1.8) In case of interest-bearing advance (if any) is given to the contractors, then interest on advance shall be recovered by IOCL from running account bills. Contractor, therefore, shall deposit the amount of TDS with the Income Tax Dept and claim reimbursement from IOCL against submission of TDS certificate.
- 1.9) On account of exigencies, if bidders are advised to extend their validity, the same should be without any deviation and without any change in the prices. However, the bidders would be



allowed to withdraw the bid in case they do not wish to extend the validity. But, if a bidder deviates or changes price, its offer shall be rejected.

- 1.10) Bidder to note that “Unless and until specified elsewhere validity of the quoted rates quoted should be 120 days from the date of opening of tender.”
- 1.11) Bidder to note that “if validity of bid will not be as tender document, then their bid shall be rejected.”
- 1.12) IOCL shall have rights to increase /decrease the tendered quantity of any or every item and delete any item at any stage of work at the accepted rates. The Contractor’s claim for compensation or damages on account of these shall not be entertained subject to provision contained in GCC.
- 1.13) Bidder to note that “All payment to Contractor laborer shall be made through electronic mode in a scheduled bank i.e, NEFT by the contractor in the respective bank account of workmen. Contractor will facilitate/extend required help to the workmen in opening a bank account if the workmen do not possess the same to ensure payment of wages directly to their bank account.”
- 1.14) Bidder to note that in case bids have to be revalidated before PBO (Price Bid Opening) beyond the originally sought validity, the same may be allowed without change in prices. However, IOCL reserves the right to cancel such tender and refloat the same.
- 1.15) Foreign bidders are not permitted to bid against domestic tender.
- 1.16) The responsibility of downloading the tender documents including corrigenda, if any, and subsequent uploading of offer shall rest with the bidder. Bids will be accepted only through the e-tender portal. Tender issuing authority is not responsible for the delay / non-downloading of tender document by the recipient due to any problem in accessing the e-tender website. The tender issuing authority is also not responsible for delay in uploading bids due to any problem in the e-tender website.
- 1.17) IOCL does not take any responsibility for the correctness of tender documents obtained from any source other than IOCL official website.
- 1.18) Bidders are advised to visit IOCL official website before submitting their offer for official version of the tender document including any corrigendum / amendment if any, which shall be binding to all the bidders.
- 1.19) Failure of bidder to submit tender without taking cognizance of corrigendum/ amendment (if any) issued by IOCL are liable for rejection.
- 1.20) Legal dispute, if any, shall only be within the jurisdiction of local court situated at New Delhi.
- 1.21) Canvassing of information or submission of forged or false documents / information by any Tenderer shall make their offer invalid. In addition, suitable penal action as deemed fit shall also be taken by IOCL.
- 1.22) Provident Fund PF registration is mandatory requirement for domestic bidder. PF is not mandatory for foreign bidders, foreign bidders are required to submit an undertaking clearly stating that they will not employ any manpower from India OR in case they will employ the manpower from India, they will comply with the PF & ESI requirements. Concerned bidder is required to submit the ESI registration certificate (if applicable) within 15 days from the



award of work to EIC. PSUs / organizations having their own PF trust / Govt. PF are considered 'At Par' with the bidders registered with the PF authorities, the necessary documentary evidence shall be submitted along with the bid.

- 1.23) Cutting and corrections in the bid document should be avoided and if it is unavoidable, it should be kept at the bare minimum and it should be neatly cut and re-written without over-writing and use of white fluid. All corrections should be duly signed by the tenderer. The tenderers resorting to many corrections including usage of white fluid in the tender document, the tender shall be liable for rejection.
- 1.24) In case Pre-bid meeting is scheduled as per NIT, then the bidders to note that Pre bid meeting will be held (as per scheduled date and time mentioned in NIT or corrigendum, if any) in physically / through teleconference / digital platform. Interested bidders intending to participate in the Pre-bid meeting are requested to confirm their participation to IOCL at least two working days prior to the scheduled date of meeting. Such intimation regarding confirmation of joining in the pre-bid meeting shall necessarily be communicated to the e-mail address(s) given in NIT. The details of Web link(in case of digital platform) or teleconference or physical meeting for joining the Pre-bid meeting will be shared to those confirming participation in the pre-bid meeting as per stipulated date and time.
- 1.25) In case of Item wise price quotation (Item wise BOQ), where the party has not quoted for each and every item and a few items have been left over which are not more than 5% based on estimate, the offer may be evaluated by considering the highest rate quoted by the other tenderers. If after taking the highest rate, party comes out to be the lowest, then the lowest quoted rates against those items shall be considered for award of work to the L1 bidder. In case the bidder has not quoted for each and every item which are more than 5% of estimate, the offer of the bidder shall not be considered for evaluation.
- 1.26) As on when asked from IOCL, the bidder shall have to justify their quoted price (after opening of price bid) with all necessary documents in support of the quoted price. This shall be binding on the tenderer for further consideration of their offer.
- 1.27) If the Bidder(s), either before award or during execution of Contract commit(s) transgression through violation of the stipulations made in the tender document, such as to put bidder's reliability and/or credibility and/or integrity in question, IOCL is entitled to disqualify the Bidder(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by IOCL.
- 1.28) Intending bidders are requested to check their eligibility as per terms and conditions of this specific tender. Bidders who are not eligible or any unsolicited bid is liable for rejection without any communication from IOCL.
- 1.29) Until and unless specified otherwise anywhere else in the tender documents; in case of Percentage, Item rate tendering, evaluation shall be based on overall lowest basis and in case of Item-wise tendering, evaluation shall be based on item wise lowest basis.
- 1.30) Wherever the delay is attributable to the contractor, it should be noted that no extra compensation or escalation in prices for extended period is allowed to the contractor.
- 1.31) Formats of font (size, color, pattern etc.) shall not have any bearing on their importance. Tender terms and conditions and shall be read accordingly.



- 1.32) 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.
- 1.33) The successful bidder shall be issued Notice of Award (NOA) or any other notification of award of work. Immediately upon issuance of the said NOA or notification regarding award of work, the successful bidder shall be required to submit ISD (Initial Security Deposit) within stipulated time as mentioned in tender. A detailed Letter of Acceptance shall follow thereafter. This shall be binding on the bidder.
- 1.34) In case of Pre-price bid meeting (if applicable in the tender) after opening of technical bid, based on discussions in the pre-price bid conference, deviations, if any, from tender terms and conditions shall be communicated to all the bidders and they shall be asked to submit price implication (positive or negative) in sealed envelope when changes are made after taking into account the modified terms and conditions including deviations, within stipulated period. If the bidder takes any further deviations, their offer shall be rejected outright. Price implications received after the stipulated date are not to be considered. Bidders unable to comply with IOCL's terms and conditions including proposed deviations will be allowed to withdraw. If a bidder takes any further deviations other than those agreed, while submitting the revised price bids, its bid shall be rejected outright without any reference. In case it is found after opening that any deviation is incorporated in the revised price bid, bidder is also liable to be placed on holiday for a period of one year for future tenders in IOCL after following the laid down policy in this regard.
- 1.35) All communication will be made through e-Tendering web site (<https://iocletenders.nic.in>). However, IOCL reserve the right to take cognizance of the communication made outside e-Tendering Portal under exceptional circumstances.
- 1.36) Bidder should make sure that their priced bid (Part-II/BOQ) contain only prices. Rates mentioned elsewhere shall not be taken into cognizance. Offer shall be liable for rejection if any condition directly or implied, recorded in Priced Bid (Part-II/BOQ).
- 1.37) Bidders are advised to visit Announcement section/ Information for DSC/ Bidders Manual Kit/ FAQ of e-Tender Portal before bidding.
- 1.38) Any Addendum/Corrigendum/Sale date extension in respect of above Tender shall be issued on our website: <https://iocletenders.nic.in> only and no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit our website to keep themselves updated. Failure of Bidder to submit tender without taking cognizance of Corrigendum / Amendment (if any) issued by IOCL shall make bid liable for rejection.
- 1.39) IOCL does not take any responsibility for the correctness of tender documents obtained from any other source. Bidders are advised to visit above mentioned website before submitting their offer for official version of the tender document including any corrigendum / amendment if any, which shall be binding to the bidder.
- 1.40) Use of BIS/ ISI products will be insisted upon whenever same are available.
- 1.41) The minimum number of test laid down in the Indian standards, CPWD / IOCL specifications for ensuring quality of materials shall be required to be done wherever applicable.
- 1.42) Un-priced Bid" should not contain any prices or indication thereof.



- 1.43) IP agreement shall also be applicable to all successful bidders for total contract value of Rs. 10 Crore and above.
- 1.44) In case of group tenders, evaluation shall be done on least cost basis (awarded on least cost basis to IOCL as specified in the tender documents) or any other clearly defined criteria for qualification of the bidders in any group or combination thereof as mentioned in the tender documents. For bidders participating in multiple groups, evaluation shall be based on the cumulative criteria for such multiple groups in which the bidder has participated.
- 1.45) In case the Tenderer wishes to take any Deviation or Exceptions to this tender, they shall fill in the same, strictly in the format: "Exceptions & Deviations" (Annexure 4) provided in the Annexures to ITB of Tender Document and upload the same.

EXCEPTIONS/ DEVIATIONS MENTIONED ANYWHERE ELSE WILL NOT BE TAKEN INTO COGNIZANCE.

- 1.46) Any tender-related complaints, for tenders covered under IP (Integrity Pact) (i.e. tenders exceeding Rs. 10 Crore), may be addressed to the Nodal Officer or to IEMs (Independent External Monitors) as per details given below:

Nodal Officer:

- Mr. Rajeev Mohan, ED (Law, Taxation & Corp Affairs), Corporate Office, e-mail: rmohan@indianoil.in

IEMs:

- Mr. KD Tripathi, IAS (Retd.)
 - Vice Admiral Arun Kumar Bahl (Retd.)
 - Shri Santanu Mukherjee
- Common e-mail Id (IEMs): iem-iocl@indianoil.in

2.) Pre-Qualification Criteria (PQC):

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

For fulfilling the experience criteria against work order(s) following documents may be considered as valid proof for meeting the criteria:

- Purchase/ Work Order copy with Schedule of Rates/ Scope of Works. and
- Completion / Execution certificate by end client with executed value, date of completion of the job and reference work order number.
- Apart from copy of purchase/work order with schedule of rates/scope of work from the main contractor, the bidder who has worked as a sub-contractor has to submit certificate of completion / execution of work from the end user / owner / main contractor / consultant of the owner acting as EIC.

- 2.2) If Detail work order qualifying for similar nature as described including covering letter and schedule of rates and satisfactory completion certificate containing executed value & date of completion of similar nature of work as defined above shall be required. The executed value of completed work submitted by the bidder shall be considered during evaluation for experience criteria of PQC. In case, the executed value of job is more than work order value and bidder claims for meeting the PQC requirement on the basis of executed value then it is the responsibility of the bidder to submit the documentary evidence of final executed value (such as copy of final bill, executed value mentioned in completion certificate etc.) along with his bid.

In case multiple orders have been placed against a single rate contract and the cumulative order value satisfies the PQC, it may also be considered, subject to submission of other documents as mentioned. Multiple GeM contracts against one GeM bid on a particular vendor shall be considered as a single PO for PQC evaluation. Multiple contracts against one tender on a particular vendor shall be considered as single PO for PQC evaluation.

- 2.3) Whenever a contractor had worked as a sub-contractor to main contractor, their experience also can be considered. With regard to sub-contracted work order, the bidder has to submit a certificate from the end user / owner / consultant of the owner acting as EIC stating that the main contractor has intimated them about the engagement of sub-contracting OR have been allowed/ permitted as a sub-contractor. In case when an approved sub-contractor and main contractor both participate in the same tender on the strength of the same work/ job, orders submitted by both the vendors shall be considered for evaluation against PQC.
- 2.4) In case any bidder submits work order and completion certificate of any completed contract where the bidder had worked as a leader / member of Joint Venture / Consortium / Joint Bidder, the work value shall be worked out as per the percentage share of the bidder in the JV / Consortium / Joint bidding agreement. Further in case the bidder had executed only a certain portion of the composite job through such agreement, their experience shall be counted for that particular portion of the job executed by them only, as specified in the JV/ consortium/joint bidder agreement. For such cases, in addition to work order and completion certificate(s), bidder will also submit copy of JV / consortium / joint bidder agreement and work order & completion certificate(s) has to be issued in the name of such JV / consortium / Joint bidder OR in the name of the Leader with brief details of JV / consortium / joint bidder specified in the work order.
- 2.5) The offers with incomplete /irrelevant documents or anomalies are liable to be rejected without any communication. Hence, bidders are advised to take utmost care while uploading their prequalification documents.
- 2.6) In case the work orders submitted by the bidder is in multiple currency/ non-INR, the same shall be converted to equivalent INR considering the conversion rate as on the date of issue of the reference order(s) based on SBI TT selling rate or RBI/Other scheduled bank/Customs Notified exchange rate. It is to be noted that conversion rates from the above sources are to be used uniformly for evaluation of all bidders participating in the tender.
- 2.7) Relevant supporting documents towards other requirements specified are also to be uploaded along with Techno-commercial bid failing which bid is liable for rejection.
- 2.8) The amount considered for meeting the experience criteria of PQC shall be inclusive of Tax/GST. In case proof /certificate submitted by the bidder does not have clarity regarding taxes i.e. the value of work specified in order /certificate is whether inclusion or exclusion of tax/GST, the amount appearing in the certificate/order shall be considered inclusive of tax/GST and shall be evaluated accordingly.



- 2.9) Submission of authentic documents is the sole responsibility of the bidder. However, IOCL reserves the right to verify the PQC (Pre-Qualification Criteria) documents submitted by the bidder(s). For the purpose of verification, bidders shall submit complete client details with names, address, phone numbers and e-mail id with the understanding that IOCL may contact the bidder's client to verify the PQC documents. Wherever required, bidders may have to submit notarized / verified copy of PQC documents. Non submission of these documents, if asked for, will lead to rejection of offer. Should IOCL decide to place order pending verification of PQC documents, payment shall be made only after completion of order. If at any stage, the PQC documents are found to be forged / false / fake, suitable penal action shall be taken, which may include offer rejection, EMD forfeiture, termination of order (wherever applicable) and holiday listing of the bidder / vendor.
- 2.10) After opening of the technical bids but before the opening of the price bids, the bids may be rejected for unsatisfactory performance or adverse comments which have come to the notice of the tender inviting authority.
- 2.11) If bidder has submitted a composite work order for evaluation and the AMC/CAMC /PWAMC/O&M is going on, after supply and installation part is completed by the Contractor as per completion certificate, the same is to be considered as completed work and the amount towards supply and installation shall be considered for qualifying the bidder in PQC towards experience criteria. Such work orders in which both supply & installation and AMC/CAMC/PWAMC/O&M is completed, the same shall be treated 'At Par' with the other work orders and bidder is required to submit the copy of work order and completion certificate for the complete work including AMC/CAMC/PWAMC/O&M part.
- 2.12) Since PQC for ARC jobs is set on annualised estimate basis, evaluation for experience criteria shall also be annualised. ARC jobs successfully completed for original schedule by the bidder for the originally awarded/ extended period of such ARC shall be considered as completed works even though such ARC is under execution on account of extension. For ARC jobs, the non-ARC experience submitted by the bidder is also to be annualized for jobs which are more than one year duration. ARC jobs successfully completed by the bidder for the originally awarded / extended period of such ARC shall be considered as completed works even though such ARC is under execution on account of extension.
- 2.13) Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to Pre-Qualification Criteria (PQC) along-with their offer. IOCL reserves the right to complete the evaluation, with or without seeking any additional supporting documents / clarifications.
- 2.14) In case, a bidder submits any of the Pre-Qualification supporting documents in any foreign language other than English, then it will be the responsibility of the bidder to also provide the English translation copy of such document duly certified, stamped and signed by their Local Chamber of Commerce/ Notary.
- 2.15) During the contract / engagement the organization, its employees, agents, other contractors, sub-contractors, and their employees, etc., may be exposed to certain unpublished price sensitive information (UPSI), that is not generally available and which upon becoming generally available is likely to materially affect the price of the securities issued by Indian Oil. Such UPSI shall be held by the organization, its employees, agents, other contractors, subcontractors, and their employees etc., in strictest confidence and shall not be disclosed to any other party except on need-to-know basis and with the prior consent of Indian Oil. It is hereby further cautioned that, the organization, its employees, agents, other contractors, sub-contractors, their employees, and immediate relatives thereof, should not trade in the securities of Indian Oil while in possession of such UPSI or communicate such UPSI to any person



except in furtherance of legitimate purposes, performance of duty or discharge of legal obligations. Any trades in securities of Indian Oil, while in possession of any UPSI would be presumed to have been motivated by the knowledge and awareness of the UPSI and liable for penal action under this contract / engagement as well as under SEBI (Prohibition and Insider Trading) Regulations, 2015. It is therefore advised to familiarize with the “Code for Prevention of Insider Trading in the Securities of Indian Oil”, copy of which is hosted on the website www.iocl.com. Accordingly, it must be ensured that any UPSI, whenever received from the Indian Oil,

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

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

- 2.16) For fulfilling the financial criteria (ATO), an audited financial statement (based on standalone financials of bidding entity) of the bidder shall be considered as acceptable proof.
- 2.17) **For Indian bidder other than Companies:** Audited Financial statements means below statements duly certified by Practising Chartered Accountant
- i) Audited accounts under Income Tax Act 1961.
 - ii) However, if the Bidder is not required to get its accounts audited under the income Tax Act, 1961, a certificate from "Practicing Chartered Accountant towards the turnover of the Bidder and same is correlated with Annual GST turnover" along with copy of its Income Tax Return or Acknowledgement copy shall be furnished along with UDIN no.

For Indian Companies: As defined under section 2(40) of Companies

For foreign bidders: Similar documents under respective law of land.

- 2.18) Audited certificates / Balance Sheet / Profit & Loss Account Statement issued by any Auditor / Chartered Accountant shall mandatorily bear UDIN (Unique Document Identification Number) for such reports of FY 2019-20 onwards.
- 2.19) Published Annual report available in the public domain shall also be acceptable.
- 2.20) If a Foreign Bidder's Audited Financial Report is in currency other than INR, the respective/ desired figures for calculation of Annual Turnover shall be converted into equivalent INR considering the conversion factor indicated in Bidder's Audited Financial Report. In case the same is not indicated, the rate of conversion as on last date of respective financial years, for which the bidder has submitted the financial results, shall be considered. The conversion rates will be based on SBI TT selling rate or RBI/ Other scheduled bank/ Customs Notified



exchange rate. The conversion rates from the above sources will be used uniformly for evaluation of all bidders participating in the tender.

- 2.21) For the bidders whose financial year is calendar year, the audited financial results shall be considered on calendar year basis in lieu of financial year.
- 2.22) If a Bidder is not required to get its accounts audited under Section 44AB of The Income Tax Act, 1961, certificate from a Practicing Chartered Accountant towards the turnover of the bidder along with copy of its Income Tax Return must be submitted by the bidder.
- 2.23) If any foreign bidder is unable to submit audited financial statements due to their internal/local regulation then in such cases, CEO's/ CFO's (howsoever designated) certificate in original, from the company or from the parent company (in case bidder is a subsidiary) stating the turnover of the bidding entity along with a declaration that the bidding company is not in a position to submit its financial statement as per the local/ internal regulation (clearly specifying the applicable regulation) with an endorsement by Chartered Accountant/ Statutory Auditor/ Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company/ firm) may be accepted. Wherever Chartered Accountant/ Statutory Auditor/ Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company/ firm) is not in a position to endorse such CEO's/ CFO's certificate due to local regulations, CEO's/ CFO's certificate in original without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO's/ CFO's certificate.
- 2.24) In case where the bidder cites the reasons of Non Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria & turnover criteria, a certificate, in original, certifying all the required information, issued by CEO/ CFO (howsoever designated) of the entity along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant/ Statutory Auditor/ Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm).
- 2.25) Acceptance of PQC documents of related / unrelated parties shall be as follows:

S.No.	Scenario	Financial criteria	Techno-commercial experience criteria
1.	A New Entity formed as a result of merger of two entities and the earlier entity cease to exist	New Entity can use previous financial credentials of any of the merged companies till 7 years from the date of such merger or of its own	New Entity can use previous experience of any of the merged companies till 7 years from the date of such merger or of its own.
2.(i)	An entity (A) takes over another entity (B) and B ceases to exist	Bidder can use previous financial credentials of company taken over by bidder or of its own.	Bidder can use previous experience of company taken over by bidder.
2. (ii)	An entity (A) takes over another entity (B) partially and the said part of entity (B) vertical specific business vertical of B ceases to exist	Bidder cannot use previous financial credentials of specific business vertical of company taken over by bidder	Bidder can use previous experience of the business vertical which has been taken over by bidder (not entire experience of entity B)
3.	Parent company (bidder) using the credentials of its subsidiary	Financial credentials of the bidding entity	Parent company can use the credentials of its subsidiary.



			Additional surety shall have to be submitted by parent and subsidiary for joint and several responsibilities.
4.	Indian subsidiary (bidder) using the credentials of its Foreign Principals/ Foreign Parent Company	Financial credentials of only the bidding entity shall be used.	Technical Credentials of the Foreign Principals can be used. However, the foreign principal shall be required to furnish a legally enforceable undertaking that they shall be jointly and severally liable, along with the bidder, for the successful execution of the order, if awarded.
5.	Demerger of an entity B from another entity A by virtue of Corporate restructuring exercise	Demerged entity can use the credentials of original/ parent entity (based on the merit and circumstances of the cases like type of procurement, nature of demerger, number of eligible bidders available etc) to satisfy the eligibility criteria in the tender for 5 years from the date of incorporation of the new entity.	Demerged entity can use the credentials of original/ parent entity to the extent of demerger scheme as approved by the competent authority and subject to verification (based on the merit and circumstances of the cases like type of procurement, nature of demerger, number of eligible bidders available etc) to satisfy the eligibility criteria in the tender for 5 years from the date of incorporation of the new entity. (However, same experience cannot be used by the original entity).
6.	If Joint Venture company is the bidder	To be considered as sole bidder	To be considered as sole bidder
7.	A new entity formed has taken over all the assets and liabilities of the proprietorship concern or partnership firm wherein one or more of the Directors of the new entity were the proprietor or partners and the erstwhile proprietorship concern/ partnership firm has ceased doing business after taking over of the business by the new entity	The new entity can use the financial credentials of the erstwhile proprietorship concern/partnership firm	The new entity can use the experience of the erstwhile proprietorship concern/ partnership firm.
8	The constitution of Proprietorship concern changes to partnership	The partnership concern can use the financial credentials of the erstwhile	The partnership concern can use the experience of the erstwhile



	concern and erstwhile proprietorship concern has ceased doing business after the change of constitution.	proprietorship concern, provided that the proprietor of the erstwhile proprietorship concern is a majority partner (having more than 50% controlling stake) in the newly formed partnership concern.	proprietorship concern, provided that the proprietor of the erstwhile proprietorship concern is a majority partner (having more than 50% controlling stake) in the newly formed partnership concern.
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The scenarios under Clause (1), (2) and (7) shall be applicable for all tenders in General. The eligible scenarios as specified under Clause (3), (4), (5), (6) & (8) shall only be allowed / applicable for consideration in the tender, if the provisions have been specified in the NIT.

2.26) If credentials of a Consortium (including unincorporated Joint Venture) are specifically permitted in the NIT then following shall be applicable:

(a) Bids submitted by a Consortium (including unincorporated Joint Venture) of maximum two companies (One Leader/ Prime Member and one member) Consortium (including unincorporated Joint Venture) shall meet following experience criteria:

- i. Leader/ Prime Member of Consortium (including unincorporated Joint Venture) shall meet the Experience Criteria (Technical) in full and at least 60% of the Experience Criteria (Commercial).
- ii. The other member of Consortium (including unincorporated Joint Venture) shall meet in full Experience Criteria (Commercial) and shall meet 60% of the Experience Criteria (Technical).
- iii. If Leader/ Prime Member of Consortium (including unincorporated Joint Venture) meets in full, Experience Criteria (Technical) and also meets in full, the Experience Criteria (Commercial), then also the other member of the Consortium (including unincorporated Joint Venture) shall meet 60% of the Experience criteria (Technical) and at least 60% of the Experience Criteria (Commercial).
- iv. The experience of respective parent companies of members of Consortium (including unincorporated Joint Venture) shall not be considered.
- v. All the member of the Consortium (including unincorporated Joint Venture) shall be in compliance with guidelines regarding land border sharing with India.

(b) Bids submitted by a Consortium (including unincorporated Joint Venture) of maximum two companies (One Leader/ Prime Member and one member), shall comply with the following requirements:

- i. For National tenders, both members of the Consortium (including unincorporated Joint Venture) shall be companies/ firms incorporated and registered in India as per the Companies Act, 1956 or Partnership Act, 1932 or Shop and Establishment act and subsequent amendment of these Acts prevailing in India, as the case may be. The companies shall also comply all other relevant statutory norms prevailing in India.
- ii. Detailed Consortium agreement in the form of Memorandum of Understanding (MOU) clearly indicating the roles and responsibilities of each member of the Consortium (including unincorporated Joint Venture), shall be submitted along with the offer. The Consortium agreement shall be signed by an authorized representatives

of consortium members and submitted so as to be legally binding on all the members jointly and severally. The authorization will be clearly evidenced by submitting the Article of Memorandum of both the companies, Board resolutions for authorization in favour of persons signing the consortium agreement.

- iii. The detailed Consortium Agreement in the form of Memorandum of Understanding (MOU) also consisting of responsibility matrix of members of Consortium (including unincorporated Joint Venture) members, not limited to the following shall be furnished along with the bid:
- (i) Division of work: The division in scope of job between Consortium (including unincorporated Joint Venture) members shall be commensurate with their past experience along with deployment of technical manpower and equipment by each member of Consortium (including unincorporated Joint Venture).
 - (ii) Declaration that the overall Project Management shall be performed by the Leader/ Prime Member of the Consortium (including unincorporated Joint Venture).
 - (iii) Declaration that experienced technical personnel from Leader/ Prime Member of Consortium (including unincorporated Joint Venture) will be stationed at job site to provide technical support during execution of field jobs.
 - (iv) The Leader/ Prime Member of Consortium (including unincorporated Joint Venture) will ensure deployment of requisite equipment's required for undertaking the different jobs as per tender requirements.
 - (v) Declaration that overall responsibility for execution of entire job under the contract shall be with the Leader/ Prime Member of Consortium (including unincorporated Joint Venture).
 - (vi) Declaration that both the members of Consortium (including unincorporated Joint Venture) are jointly and severally responsible in terms of tender.
 - (vii) Declaration that Leader/ Prime Member of Consortium (including unincorporated Joint Venture) member will provide all technical and technology support to the Consortium (including unincorporated Joint Venture).
- iv. The Consortium (including unincorporated Joint Venture) shall nominate one of their members to act as the Leader/ Prime Member of the Consortium (including unincorporated Joint Venture). The tender along with other submittals shall be signed by the authorised representatives of Leader/ Prime Member and Member of Consortium (including unincorporated Joint Venture). The bid shall be submitted/ uploaded on tender portal by the authorized representative of the Leader/ Prime Member, which shall be legally binding on both the members, jointly and severally.
- (c) In case, the Consortium (including unincorporated Joint Venture) is awarded the job, a duly executed and Notarised Consortium (including unincorporated Joint Venture) Agreement shall be submitted before signing of Contract agreement with the Owner.
- (d) All correspondences for execution of job will be made with the Leader/ Prime Member of Consortium (including unincorporated Joint Venture). Further, Leader/ Prime Member of Consortium (including unincorporated Joint Venture) is to ensure its presence in progress review meetings whenever called for by the Owner.



- (e) The Consortium (including unincorporated Joint Venture) Leader/ Prime Member shall be authorised to incur liabilities and receive instructions for and on behalf of all members of the Consortium (including unincorporated Joint Venture). Payments shall be done, to either the Leader/ Prime Member or to the other Consortium (including unincorporated Joint Venture) member as per the Detailed Consortium (including unincorporated Joint Venture) agreement.
- (f) It is specifically agreed by the Consortium (including unincorporated Joint Venture) Members that in the event of the Leader/ Prime Member of the Consortium (including unincorporated Joint Venture) running into any financial problem and/ or otherwise fails to comply with any of Leader's/ Prime Member's obligations under the Contract at any time, other Member shall fully undertake total responsibility to provide all necessary financial resources for the project and shall comply with all the obligations of the Leader/ Prime Member under the Contract, in addition to his own obligations, for completing the project in time, without prejudice to the joint and several responsibilities of the Member and the Leader/ Prime Member.
- (g) Failure to honour the commitment as per Responsibility matrix, will attract all actions including but not limited to those defined under General Conditions of Contract Clause No. 4.7.3.0, 4.7.4.0, 7.0.0.0, and /or holiday listing of Consortium (including unincorporated Joint Venture), Leader/ Prime Member and the other Member.
- (h) Any entity can either bid singly or as a member of only one Consortium (including unincorporated Joint Venture).

3.) **Guideline for EMD submission:**

- 3.1) For the submission of EMD as specified in NIT or for getting EMD exemption benefit, bidder may adopt following options:

OPTION-1:	Bidder may seek for EMD exemption as per Tender terms and conditions. The necessary supporting documents against EMD exemption must be uploaded by the bidder during submission of the bid. EMD exemption shall be given to the bidder subject to meeting the Tender terms and conditions pertaining to EMD exemption stipulated elsewhere in the tender documents.
OPTION-2:	Alternatively, Bidder may remit EMD 'online' through e-Tender portal as per details mentioned in the "Special Instructions to the Bidder for participating in E-Tendering".
OPTION-3:	Alternatively, Bidder may submit the EMD in the form of BG from a Nationalized/ Scheduled bank strictly as per the format (FORMAT-24) given in the Tender. (If EMD amount is more than one Lac) Note: Scanned copy of Original BG must be uploaded at e-tender portal along with Bid document.
OPTION-4:	Alternatively, Bidder may submit the EMD in the form of ISB (Insurance Surety Bond) as per the provision given in the ITB (If EMD amount is more than one Lac).

	Scanned copy of Original ISB must be uploaded at e-tender portal along with Bid document.
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- i) For the purpose of receipt of Physical EMD instrument (including BG / ISB), the time recorded in the receipt/despatch section against receipt shall be considered as receipt time. Only those physical BG instruments found matching with copy submitted in the e-portal shall be considered as valid. BG must be in IOCL format, No deviation with respect to IOCL format for BG is acceptable.
- ii) In case of Foreign Bidders, EMD shall be in equivalent US Dollar. Based on authorization by foreign bidder, their Indian associates may be allowed to submit EMD in INR in form of only online payment at IOCL e-tender portal.
- iii) IOCL shall not be responsible for postal/courier delay, non-receipt or loss in transit
- iv) In case bidder does not submit EMD as mentioned above, then the bid shall be liable for rejection.

4.) Release of EMD:

- 4.1) EMD of bidders disqualified during techno-commercial bid evaluation shall be released within 30 days of approval of price bid opening.
- 4.2) EMD of bidders qualified in the techno-commercial bid but unsuccessful in the price bid stage shall be released within 30 days of issuance of order/ LoA.
- 4.3) EMD of the successful bidder shall be released after receipt of an acceptable SD/ISD (if SD/ISD is applicable).
- 4.4) Wherever SD is not applicable, EMD of the successful bidder shall be returned after complete execution of the order.
- 4.5) In case bidder has been holiday listed before award of work.

5.) Forfeiture of EMD:

Earnest Money if applicable shall be forfeited in the following circumstances:

- 5.1) In case the bidder tampers the tender document, alters / modifies / withdraws the bid *suo-moto* after opening the bids (Technical bids in case of two bid system) within the validity period.
- 5.2) In case the bidder submits false/fraudulent/fake/ forged documents.
- 5.3) In case the tender is accepted, and the contractor fails to deposit the ISD/SD or to execute the contract.
- 5.4) In case of failure of the bidder to get the documents verified as per the specified time schedule in the tender. (Where verification is done through the Original Document Verification process).
- 5.5) In case it is found that bidder has submitted more than one bid, all the bids shall be rejected and the EMD (if applicable) for all such bids shall be forfeited, not by way of penalty or liquidated

damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids.

In 5.1 and 5.2 above the tender submitted by the bidder shall be rejected. In all the above cases suitable action may be taken which may include EMD forfeiture and / or holiday listing action as per the discretion of IOCL. Earnest Money Deposit forfeited for all such bids shall not be by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids.

6.) Security Deposit (SD) / Initial Security Deposit (ISD):

Until and unless otherwise specified elsewhere in the tender documents, following will be applicable:

- 6.1) The Initial Security deposit (ISD) shall be equivalent to 2.5% of the Contract / work order value.
- 6.2) As soon as the tender is accepted, the contractor shall deposit the ISD / SD amount as applicable within 10 days from the date of issuance of Contract / Letter of Acceptance. Earnest money deposited (if any) by the contractor along with the tender shall be converted into security deposit and may be adjusted against the said 2.5% deposit. This 2.5% deposit is termed as Initial Security Deposit (ISD).
- 6.3) The remaining of the security deposit amount shall be recovered from the running payments made to the contractor for the work done. The recoveries shall be made @ 10% of the executed value till the required amount of security deposit is deducted based on 10% of total contract value in case of Works Contract and 5% of contract value in case of Service Contract as defined in GCC.
- 6.4) Until and unless specified otherwise in the tender document, ISD / SD shall be computed as per the contract amount excluding GST.
- 6.5) The Contractor will be permitted to furnish a Bank Guarantee / Insurance Surety Bond (ISB) as per format attached for the full Security Deposit of 10% of the total contract value, in advance, in which case, no Initial Security Deposit will be required to be furnished and no deductions shall be made from his running bills towards Retention Money. Bank Guarantee / Insurance Surety Bond (ISB) shall be in the prescribed form from a scheduled bank and the amount covered by such BG is not less than Rs. 1,00,000. The Bank Guarantee shall be valid for a period of not less than three months after the expiry of Defect Liability Period.
- 6.6) If after completion of the work, the final executed value falls below the total contract value as indicated in the LoA, such that the total Security Deposit (made up of initial Security Deposit and Retention Money or otherwise) is in excess of the total required Security Deposit as per GCC of the final executed value, such excess amount shall be refunded to the Contractor after the Final Bill is passed. Alternately, the contractor may substitute his part or full security deposit with BG, whereupon the equivalent amount shall be refunded to the contractor. Such BG shall be valid till three months after defect liability period.
- 6.7) If the Security Deposit furnished by the Contractor in the form of Bank Guarantees / Insurance Surety Bond (ISB), is in excess of the full Security Deposit calculated on the contract value, by over Rs.1 Lakh, the Contractor shall be permitted to replace the Bank Guarantee(s) / Insurance Surety Bond (ISB) already submitted, by Bank Guarantee(s) / Insurance Surety Bond (ISB) to cover the reduced value of Security Deposit.



- 6.8) If the Security Deposit furnished by the Contractor in the form of Bank Guarantees / Insurance Surety Bond (ISB), is short of the full Security Deposit calculated on the final executed value, the Contractor shall be asked to replace the Bank Guarantee(s) / Insurance Surety Bond (ISB) already submitted, by Bank Guarantee(s) / Insurance Surety Bond (ISB) to cover the increased value of Security Deposit. Pending submission of the fresh BG for revised value, recovery of the shortfall may be made from the RA / Final bill.
- 6.9) In case mobilization advance is paid to the contractor under the provisions of GCC, it shall be permissible for the contractor to furnish a Composite Bank Guarantee / Insurance Surety Bond (ISB) to cover both mobilization advance as well as retention monies forming part of the Security Deposit, which shall be subject to the following conditions:
- The Composite Bank Guarantee / Insurance Surety Bond (ISB) will be for a value equivalent to 110% of the advance plus applicable GST or 10% of the total contract value, whichever is greater, and shall be kept valid up to 3 months beyond the expiry of the Defect Liability Period.
 - In addition, Initial Security Deposit shall be payable @2.5% of the total contract value.
 - Recoveries will be effected from each running account bill at the rate of 10% of the gross bill value, till the entire mobilization advance (together with interest accrued thereon) is fully recovered.
 - Initially, the composite Bank Guarantee / Insurance Surety Bond (ISB) will be entirely reckoned towards mobilization advance and progressively, the portions of Composite Bank Guarantee, vacated by the recoveries effected towards mobilization advance, shall be reckoned towards Security Deposit, such that after the mobilization advance stands fully recovered with interest accrued thereon, the entire composite Bank Guarantee / Insurance Surety Bond (ISB) shall be reckoned to cover the Security Deposit for the work. The Initial Security Deposit furnished by the Contractor shall be refunded/ returned after recovery of mobilization advance is affected from the R.A. Bills up to an aggregate amount equivalent to the Initial Security Deposit.
 - The Security Deposit is refundable after completion of defect liability period (generally twelve months) after satisfactory completion of the work. In contracts where defect liability period is not applicable, security deposit may be released along with the final bill.
 - No interest shall be payable by the Corporation on the security deposit.
 - All compensations or other sums recoverable from the contractor may be deducted from the security deposit. In event the security deposit gets reduced due to such deductions, the contractor shall be responsible to make good the shortfall immediately.
 - For online submission of ISD / SD, any of the following methods may be adopted:

(a) **Through online Banking:**

Bank Name	:	STATE BANK OF INDIA
Beneficiary name	:	Indian Oil Corporation Limited
Account Number	:	00000010813605465
Bank IFSC Code	:	SBIN0017313
Branch name	:	Corporate Accounts Group Branch
Branch Address	:	Corporate Accounts Group Branch-II 4 th & 5 th Floor



**Red Fort Capital Parsvanath Towers, Bhai Vir Singh Marg
New Delhi - 110001**

- (b) **Through e-Pay One portal (if the IOCL vendor code of the bidder is available):**
IOCL has launched the ePayOne portal which can be accessed through the link <https://epayone.indianoil.in/>. The said portal will facilitate users to make online payment through various modes viz., Internet Banking, UPI, Debit Card upto Rs.2000/-, Credit Card (Transaction charges @0.75% will be collected from users by SBI) and RTGS/NEFT. Options are available in the portal to the payers make payment through “New Payments” by registered users or Direct payment (without registration). Registered users shall have the facility of downloading cash receipt in PDF format at any point of time, to track the status of the payments and Transaction history. For illustrative purposes, the major payments covered in the portal are as below:-

Vendors - Security deposit/TT calibration Fees **The user manual can be downloaded from the ‘ePayOne’ portal Home page under the option ‘Need Help’.**

7.) Guideline for preparation of Bank Guarantee (BG):.

- i) The stamp paper of appropriate value is required to be purchased in the name of bank issuing the guarantee, In the Bank Guarantee, the first Party to the Bank Guarantee should be the Bank issuing the Guarantee and the second Party should be the beneficiary i.e. IOCL.
- ii) Earlier, upon receipt of the Original Bank Guarantee, IOCL was seeking confirmation of the same directly from the issuer Bank/branch to check the authenticity of instrument. However, for faster confirmation of the Bank guarantee, henceforth bidders to ensure that BG issuing bank will send SFMS in IFN 760COV (for any new bank guarantee) and IFN 767COV (for any amendment in bank guarantee) through the SFMS platform as per mandatory fields given below:

Field No	Description	Value
7034	Name of Beneficiary and his details	INDIAN OIL CORPORATION LIMITED
7035	Beneficiary IFSC	ICIC0000007
7036	Beneficiary branch name and address	ICICI Bank, 9A, Phelps Building, Connaught Place, New Delhi-110001
7037	Sender to Receiver information	IOCL0015

- iii) **ACCEPTANCE OF ELECTRONIC BANK GUARANTEE (eBG):** The banks will issue eBG in NeSL platform through a complete digital process i.e. procuring e-stamp paper, preparing the eBG as per IndianOil format, digitally signing the eBG by banking officer/s and then finally issuing the eBG through NeSL (National E-Governance Services Limited) portal.
- iv) BG for value up to Rs. 2 Crore can be accepted if it is issued by an Indian Branch of any Scheduled Bank appearing in the Second Schedule to the RBI Act of 1934.

v) BG for value above Rs. 2 Crore can be accepted if it is issued by an Indian Branch of:

- (a) Any Nationalized/ PSU Bank appearing in the Second Schedule to the RBI Act 1934 or
- (b) Any Scheduled Bank (other than a Nationalized/ PSU Bank) having at least Desired Credit Rating at the time of acceptance of the BG:

Bank	If tenure of the BG is more than 1 year	If the tenure of BG is upto 1 year
In case of foreign banks	Credit rating of 'A' of Moody's or equivalent.	Credit rating of 'P-1' of Moody's or equivalent i.e. highest short term rating.
In case of Indian banks	Credit rating of 'AA' of CRISIL or equivalent.	Credit rating of 'A-1+' of CRISIL or equivalent i.e. highest short term rating.

vi) As on date, the following are the credit rating agencies approved by SEBI: (a) CRISIL Limited (www.crisil.com).(b) Fitch Ratings India Private Limited (www.fitchratings.com).(c) ICRA Limited (www.icra.in).(d) Credit Analysis & Research Ltd. (CARE) (www.careratings.com).

vii)As on date, the following are the credit rating agencies approved by SEBI:

- (a) CRISIL Limited (www.crisil.com).
- (b) Fitch Ratings India Private Limited (www.fitchratings.com).
- (c) ICRA Limited (www.icra.in).
- (d) Credit Analysis & Research Ltd. (CARE) (www.careratings.com).
- (e) Brickwork Ratings India Private Limited (www.brickworkratings.in).
- (f) SME Rating Agency of India Ltd. (SMERA) (www.smera.in).

viii) Apart from the above, irrespective of its amount, BG issued by any other bank including non-scheduled banks, foreign branches of scheduled banks and foreign branches of foreign banks, can be accepted provided such BG is counter guaranteed by any bank as per (iv) above.

ix) Merely signing or endorsing or forwarding the BG by the scheduled bank does not amount to counter guaranteeing. A proper document executed on a non-judicial stamp paper of appropriate value with specific reference to the BG being counter guaranteed, is essential.

x) In case of acceptance of BG issued or counter guaranteed by a bank mentioned above, the credit rating of the same will be verified by IOCL. During verification if the credit rating of such bank falls below the Desired Credit Rating during the validity period of BG, the concerned party shall either submit a fresh BG issued by other bank with required credit rating or get the existing BG counter guaranteed, at its own cost, through a bank mentioned (having threshold credit rating, if applicable).



- xi) Hard copy of Original BG shall be submitted / delivered in person or sent by post directly from bank in sealed envelope (super scribing tender name, number & date of bid submission & opening) so as to reach the Tender Inviting Authority up to stipulated date & time of Bid Submission at the following address:

**General Manager (Contracts),
Room No. C-21
10th Floor, NBCC Complex, Block-2
East Kidwai Nagar, New Delhi-110023
P&BD, Indian Oil Corporation Ltd.,**

8.) Insurance Surety Bond (ISB):

8.1 Definitions:

1. **Insurance Surety Contract:** It shall be a contract of guarantee under Section 126 of the Indian Contract Act, 1872. It is a contract to perform the promise, or discharge the liability of a third person in case of his default.
2. **Surety:** The person who gives the guarantee is called the "Surety" (viz. the Insurance Company).
3. **Principal Debtor:** The person in respect of whose default the guarantee is given is called the "principal debtor".
4. **Creditor:** The person to whom the guarantee is given is called the "creditor" (viz. IOCL).

8.2 Guidelines:

- 1) Insurance Surety Bond (ISB) can be accepted for contracts, agreements other than DCA (Draft Concession Agreement), Customers, and DOPW (DCA-Operated Polymer Warehouse), EMD / Security Deposit/ Performance Guarantee / Mobilization Advance/ Price Reduction for delay only.
- 2) ISB can be issued by the insurer registered with Insurance Regulatory and Development Authority (IRDAI). It is understood that only five insurers have launched surety insurance products so far namely-
 1. ICICI Lombard
 2. SBI General Insurance
 3. Bajaj Allianz General Insurance
 4. New India Assurance Company
 5. HDFC ERGO General Insurance Company
- 3) Only Indian Bidders can submit the ISB, for work/ supply commitment within India in INR executed on a Non-Judicial Stamp paper/ e-stamp paper.
- 4) It is the responsibility of the Insurer who is issuing the ISB to pay the correct stamp duty according to prevailing State Legislation.
- 5) ISB is irrecoverable, unconditional & without recourse/reference to the bidder. ISB shall be strictly in line with duly approved format.



- 6) ISB issued by the insurer should be signed by the authorized official of Insurance Company and the name, designation etc. of the officials, signing the ISB, should be mentioned on the ISB with the signatures. This applies for all subsequent renewal and amendments of ISBs also. All ISBs issued by the insurance company should be serially numbered. ISBs issued for Rs. 50,000/- & above should be signed by two officials jointly with clear mentioning of their name, designation.
- 7) ISBs have two important time periods/ dates, viz. Validity Date and claim period. Validity date of ISB refers to the validity period till which ISB remains valid, and Claim Period of ISB refers to a contractually agreed grace period beyond the validity period of ISB to make a demand to the Insurance Company against a default which had occurred during the validity period of the ISB.
- 8) The validity of the ISB shall be same as mentioned for BG against EMD / Security Deposit/ Performance Guarantee / Mobilization Advance/ Price Reduction for delay only, as applicable and stipulated in the tender.
- 9) The guarantee will not be discharged due to the change in the constitution of the Insurance Company.
- 10) The Insurance company agrees that the ISB may be invoked on number of occasions but the total amount payable hereunder shall not exceed the value of ISB. ISB format may contain a clause permitting both full & partial invocation of the ISB specifically permitting lodging of claims by invocation in parts from time to time up to the total value of the ISB till the expiry of the ISB.
- 11) If the clause for partial invocation is not mentioned in the ISB format, in the event of invocation of such ISB, the full ISB amount is to be invoked and the proceeds to be received into IOCL's bank account. The invocation proceeds received are to be adjusted against IOCL's claims, only after which the balance may be released to the vendors after obtaining approval from competent to approve release of security deposit.
- 12) The ISB formats against EMD and Security Deposit are attached as Annexure-8 and Annexure-9 respectively.
- 13) Hard copy of Original ISB shall be submitted / delivered in person or sent by post directly from bank in sealed envelope (super scribing tender name, number & date of bid submission & opening) so as to reach the Tender Inviting Authority up to stipulated date & time of Bid Submission at the following address:

**General Manager (Contracts),
Room No. C-21
10th Floor, NBCC Complex, Block-2
East Kidwai Nagar, New Delhi-110023
P&BD, Indian Oil Corporation Ltd.,**

9.) Sub-contracting:

- 9.1) The contractor shall not subcontract whole of the works on back-to-back basis.
- 9.2) The contract may provide for the contractor to get specified works executed from subcontractors included in the pre-qualification application or later agreed to by IOCL, with a caveat that the responsibility for all sub-contracted work rests with the prime contractor.



- 9.3) Sub-contracting will generally be for specialized items of work as specified in the tender along with other works, such as reinforced earth retaining walls, pre-stressing works, and so on. However, the contractor shall be required to obtain consent from EIC for purchases of Materials and Services which are in accordance with the Approved vendor list/Approved makes specified in the Contract or for provisions of labour or for the subcontracts for which the Subcontractors are named in the Contract.
- 9.4) Procurement of material, hire of equipment or engagement of labour will not mean sub-contracting. Execution of the works (or any part thereof) by petty contractors or on piece work basis under the supervision of the Contractor (or its representative) shall not be deemed to be Subcontracting under the Contract.
- 9.5) Subcontracting by the contractor without the approval of Engineer-In-Charge (EIC) shall be a breach of contract. Completion Certificate shall be issued by the EIC to the approved subcontractor only when the contractor's work is complete.
- 9.6) For post award sub-contracting: Necessary documents establishing the credentials of sub-contractor i.e. work order, completion/execution certification from end user, proof of payment, copy of TDS certificate/ tax certificate etc. are to be submitted by the main contractor for approval of EIC. While evaluating the credentials of the sub-contractor, same modalities followed for acceptance of the main contractor with respect to technical and commercial (as applicable) evaluation criteria as laid out in the original tender shall be followed for the sub-contractor as well with the evaluation yardstick set pro-rata/proportionately by EIC.

10.) Right of Owner to accept or reject tenders:

- 10.1) Bidders are informed that tender process can be abandoned without assigning any reason thereof. No compensation shall be paid for the efforts made by the bidder.
- 10.2) The Tender Inviting Authority reserves the right to reject any or all of the tenders or any part of a tender so received, and no compensation shall be paid for the efforts made by the bidder.
- 10.3) No bidder shall contact the OWNER on any matter relating to its bid from the time of the bid opening up to the time that the contract is awarded. Any effort by a Bidder or Bidder's agent, consultant or representative, howsoever described to influence the OWNER in any way concerning scrutiny, consideration, evaluation or computation of the Bid(s) or decision concerning award of contract shall entail rejection of the bid.
- 10.4) Although, ordinarily the lowest responsive bid amongst the bids submitted by bidders and considered by the OWNER as qualified and competent, shall be preferred, the OWNER reserves the right not to accept the lowest bid if, in its opinion, this would not be in interest of the works.

11.) Invalid Bids / Bids liable for rejection:

- 11.1) Bid is invalid in the following circumstances and liable for rejection:
- Does not fulfill minimum qualification criteria prescribed in the tender documents.
 - In case the bidder misrepresents facts or submits, forged, false or fabricated document.
 - Bidder is holiday listed as per prevailing holiday listing guidelines.

- d) If insolvency resolution process has commenced (viz. application has been admitted by Adjudicating Authority and moratorium has been imposed and IRP has been appointed) or liquidation or bankruptcy proceedings have commenced in respect of bidder in terms of Insolvency and Bankruptcy Code, 2016 or any other applicable law (in cases where code is not applicable) at any stage of evaluation of bid.

11.2) Bid is also liable for rejection in following circumstances:

- a) If the Earnest Money Deposit/ Bid Security Declaration is not deposited or exemption document (if applicable) is not uploaded by the bidder before closing date and time of tender.
- b) If bidder stipulates the validity period of the bids lesser to what is stated in the tender document.
- c) If a bidder stipulates their own conditions and refuses to withdraw them.
- d) If a bidder does not disclose the full names and addresses of all his partners in the case of a partnership concern.
- e) If a bidder does not fill in and sign the tender acceptance formats (and annexures) as specified in the tender.
- f) If a bidder does not have their PF Code/ number from the Regional Provident Fund Commissioner. However, PSUs / organizations having their own PF trust / Govt. PF are considered 'At Par' with the bidders registered with the PF authorities, the necessary documentary evidence shall be submitted along with the bid.
- g) If the bids are partly quoted.
- h) If the bids contain unacceptable terms and conditions.
- i) Any discrepancy done with the BOQ uploaded on the e-tender portal.
- j) Offers not meeting statutory requirement.

11.3) Offer from following types of bidders will not be acceptable:

- (a) Who are in the Holiday list of IOCL or its Administrative Ministry, MoPNG.
- (b) Who are under liquidation, court receivership or similar proceedings.
- (c) Who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) or any other applicable law (in case where Code is not applicable).
- (d) Whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in case where Code is not applicable) at any stage of evaluation of the bid. In case where the bid of the L-1 bidder is rejected on the aforesaid grounds during the period between Price-Bid-Opening and Award-of-Contract, then the bid of the next higher eligible bidder will be considered for further processing.
- (e) Consultant or their subsidiary company or companies under the management of consultant for execution of the same project for which they are working as consultant.
- (f) Consultant appointed for the project/ job shall not be allowed to participate in the tender either directly or indirectly. An indirect participation shall include participation through an affiliate or as a sub-contractor, consultant or supplier. The expression 'affiliate' for the

purpose of this clause will include any person, or company or association (howsoever designated) who/ which is a member of the consultancy firm (if the consultancy firm is a joint venture or consortium or who or which is directly or indirectly holds 10% (ten percent) or more of the capital or voting capital of consultant (if the consultant or any of its members is a company or a body corporate) or who or which is a consultant or sub-contractor of the consultant with regard to the project.

(g) Foreign bidders are participating in Domestic /National tender.

(h) Offer from Joint Bidders / Consortium unless specifically permitted in the tender for such bidding.

12.) Evaluation criteria in case of tie i.e. identical rates quoted by more than one party shall be as follows:

12.1) In case of tie between two or more bidders at L-1 or any other position, all the tie bidders will be asked to submit discount bid in terms of percentage discount over previous quoted amount in a sealed envelope. This exercise shall currently be an offline activity outside the e-portal.

12.2) The bidders while seeking revised bids, are advised to witness the opening of sealed envelopes (in case of physical tenders).

12.3) In case there is a tie again, the bidder with the highest turnover in any of the last three years as submitted against turnover criteria shall be considered as lowest among the tie bidders .

12.4) In an exceptional case where turnover is also same OR in case of start-ups bidders, the bid submitted earlier in the portal in terms of both date and time shall be considered for award of job.

12.5) The bidders against limited tenders shall also be required to submit documents against turnover along with their discount bid. In the event of bidder submitting turnover documents for only one or two years, lowest among tie bidders shall be decided on the basis of turnovers submitted. The above evaluation criteria shall also be applicable in case of Split Tender, if there is Tie between two or more bidders in other than L1 position.

13.) Suo moto changes in price by the bidder shall be treated as per following matrix:

Stage	Price increase	Price Decrease
After Opening of un-price bid	Not Acceptable. Bids shall be summarily rejected. Action regarding holiday listing may be taken. EMD shall be forfeited.	Tender evaluation shall be done without considering suo moto price decrease. Ordering shall be done considering suo moto price decrease.

Note:

Supplementary letters for revision in prices received from the bidders shall be considered only in those cases where the revision in the price is asked for by IOCL based on the changes in specification/scope of work/commercial terms and conditions.

14.) Guideline for Insolvency and Bankruptcy code, 2016 (IBC):

- 14.1) It will be the responsibility of the bidder to inform IOCL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code.
- 14.2) If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected by IOCL.
- 14.3) IOCL reserves the right to cancel/terminate the contract without any liability on the part of IOCL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
- 14.4) IOCL reserves its right to evaluate and finalize the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering.
- 14.5) A declaration / undertaking shall be submitted from the bidder in the Format (as per Annexures to ITB of tender document) along with techno-commercial bid.

15.) Settlement of commercial disputes:

In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs . and Government Departments/Organizations (excluding disputes relating to Railways, Income Tax, Customs & Excise Departments), such dispute or difference shall be taken up by either party for its resolution through AMRCD as mentioned in OPE OM No. 05/0003/2019-FTS-10937 dated 14th December, 2022 and the decision of AMRCD on the said dispute will be binding on both the parties.

16.) Health / Safety of workers:

- 16.1) Contractor has to submit fitness certificate of each contract worker to EIC as, before assigning any job.
- 16.2) Minimum frequency of health checkup for workers working in hazardous area should be annual in general and half yearly for working in Benzene environment or as directed by EIC.
- 16.3) Production of fitness certificate does not relieve the contractor of any of his responsibility in respect of workers engaged by him.
- 16.4) Contractor is to provide the protective clothing to their workmen with quality in line with PPE Matrix (separately attached with) and same shall be implemented as other conditions of work permit systems are enforced for the implementation at the work places.
- 16.5) Contractor is to comply and fulfill the requirement of applicable PPEs as per the PPE matrix (separately attached with).
- 16.6) Until and unless otherwise specified elsewhere in the tender document, the following penalties for violation/ non-adherence of safety procedures and practices shall be applicable:
 - i) For violation of applicable Safety, Health and Environment related norms, a penalty of Rs. 5000 per occasion shall be levied.



ii) Violation as above resulting in:

(a) Any physical injury: A penalty of 0.5% of the contract value (maximum up to Rs. 2,00,000) per injury in addition to Rs. 5000 per occasion as in (i).

(b) Fatal accident: A penalty of 1% of the contract value (maximum of. Rs. 10,00,000) per injury in addition to Rs. 5000 per occasion as in (i).

The contractor is advised to take appropriate insurance policy for the effective implementation of the above penalty provision. In case of accidents, in addition to hospitalization/ treatment charges and Group insurance amount, compensation shall be paid by the Contractor to the affected person/ his family members (depending on the seriousness of injury, etc.) as per Workmen Compensation Act.

17.) **Taxes and duties:**

17.1) That in the eventuality of award of work, the Contractor shall not be entitled to receive any payments from IOCL unless the Contractor either furnishes its Permanent Account Number or a declaration under section 197A to IOCL with its first running account bill.

17.2) Vendors / Contractors shall submit proper Cenvatable tax invoices, as per GST Act, to enable IOCL to take full input tax credit, under GST Act, in the absence of which, Payments shall not be released.

17.3) Bidder to quote as per the provision of BOQ.

17.4) **Tax Conditions:**

i) The quoted price shall be as per provision of BOQ.

ii) The Bidder/Contractor shall not directly consign any material under their scope of supply to Owner.

iii) If during the period from the date of submission of the bid (or final price bid, if applicable) of the contractor to the date of Scheduled Mechanical Completion/ completion of the entire work(s) or during any time extension granted thereof, there is an increase in the rate of output tax (Goods and Services Tax (GST) etc. or any new output tax is introduced in addition to, or, in lieu of the existing taxes where the total financial implication on account of new output taxes is more and arises within the said contractual completion period, IOCL shall reimburse the additional tax burden. Beyond the contractual completion period also (including any grant of time extension), IOCL shall reimburse the additional tax burden, limited to its ITC entitlement on the increase in output taxes or new output taxes, as per applicable law. In other cases, Contractor shall bear the increase in the rates of existing taxes or any new output tax. Similarly, if there is any reduction in any of the said taxes, the contractor shall pass on the benefit of such reduction to IOCL by invoicing at the applicable reduced rate.

iv) It would be the responsibility of the Bidder/Contractor to get the registration with the respective Tax authorities. Any taxes being charged by the Bidder/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 OWNER's registration number as applicable for particular supply on all invoices raised on OWNER. Bidder/Contractor to mention the correct GSTIN number from where the supply is proposed to be undertaken. Further the Service Accounting Code (SAC) as applicable for the subject tender needs to be



provided in the columns provided in the technical bid. In case the Bidder/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 Bidder/Contractor should confirm the same. Further the Bidder/Contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on OWNER. In such cases, bidder shall submit Form GST CMP 01 and GST CMP 02. His Bid shall be evaluated without considering GST. In case the Bidder/Contractor is falling under Unregistered category, the Bidder/Contractor should confirm the same.

- v) Bidder has to obtain GSTIN registration at the location where Works Contract Services are to be performed or carried out. In case of other type of services, Bidder may decide depending upon their business requirement and provisions of GST Laws. However, it is advisable to obtain GSTIN in the State where job is required to be carried out/executed.
- vi) Bidders are to necessarily indicate their Goods & Service Tax Identification Number (GSTIN) along with their techno commercial bids unless and otherwise they are exempted as per GST Laws & Rules. Offers without GSTIN will be treated at par with “Unregistered” Taxable.
- vii) In case the Bidder/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. GST liability, if any, on OWNER under reverse charge will be included for the purpose of evaluation.
- viii) Depending upon the nature of service of subject tender, category of services, service accounting code (SAC) and applicable rate of GST (SGST+CGST OR IGST as the case may be) is to be confirmed by bidder as per prescribed format given in the technical bid.
- ix) If the bidder deviates w.r.t. category of services, service code and GST rate as per the format given by OWNER in the technical bid, then details with proper justification must be provided.
- x) In case a Bidder declares that he has applied for GSTIN registration at the time of submission of Bid, but GSTIN is not available, he must attach a copy of Application Reference Number (ARN) as proof of his declaration. And in such cases, Bid shall be evaluated after considering GST Rates and Service Accounting Code (SAC) as determined by the Owner if Bidder has not confirmed or quoted the same. In such cases, Work Order may be awarded pending submission of GSTIN by such Bidder. However, Bidder must submit GSTIN before submission of first bill under Contract.
- xi) In case Service is specified where Service Recipient is liable to pay GST under Reverse Charge, same shall be clearly mentioned in the applicable Annexure.
- xii) 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.
- xiii) CGST & SGST (or UTGST) or IGST, as the case may be, shall be released only on receipt of GST Invoice containing the following details:
 - (a) Name, address and GSTIN of the supplier.
 - (b) A consecutive serial number of the invoice.
 - (c) Date of issue.



- (d) Name, address and GSTIN or UIN, if registered of the recipient
 - (e) Name and address of the recipient and the address of the delivery, along with the State and its code,
 - (f) HSN Codes or Service Accounting Code (SAC)
 - (g) Description of goods or services;
 - (h) Total value of supply of goods or services;
 - (i) Taxable value of supply of goods or services taking into discount or abatement if any;
 - (j) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
 - (k) Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
 - (l) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
 - (m) Address of the dispatch point where the same is different from the place of supplier;
 - (n) Whether the tax is payable under Reverse Charge basis and
 - (o) Signature or digital signature of the supplier or his authorized representative.
 - (p) Quick response code having embedded invoice reference number (IRN) in case invoice issued under rule 48/4.
- xiv) E-invoicing under GST has been implemented w.e.f. 1st August 2023 for all the taxable person having turnover more than Rs. 5 Crore. It has been specified by the Govt that it is mandatory to mention a valid unique Invoice reference number (IRN) and QR code as generated from Govt. portal on a Tax invoice. Bidder/ Vendor who is required to comply with the requirements of E-invoice for B2B transactions as per the requirement of GST Law, as may be applicable at the time of raising of invoice, shall ensure the compliance of requirement of E Invoicing under GST law. All the payments to such Bidder/Vendor who is liable to comply with provisions of E-Invoicing as per GST Laws shall be made against the proper e-invoice(s) only.
- xv) The Bidder/Contractor shall take steps viz. mention relevant GSTIN of OWNER in GST invoices and returns, uploading invoice in GSTR 1, payment of the tax liability on the said invoices and filing of Returns etc. and comply with all the requirements of applicable laws including GST laws for the time being in force to enable the OWNER to avail tax credit/s including input tax credit. Tax element on any Debit Note / Supplementary invoice, raised by the Bidder/Contractor will be reimbursed by OWNER 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. Bidder/Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
- xvi) It's the obligation on the part of Bidder / Vendor / Contractor / Consultant to discharge their liability by payment of GST to Government of India in cash OR utilisation of Input Tax credit in respect of such supply of services through GST Invoice under this Contract, so that Owner will avail Input Tax credit on such supply. Also it shall be the obligation on the

part of the bidder / vendor to include the tax invoices in the return ensuring matching of the tax amount and to ensure timely filing of the return in the GSTN portal. In the event that the input tax credit of the GST charged by the Bidder / Vendor/ Contractor / Consultant is denied by the tax authorities to Owner due to reasons attributable to Bidder / Vendor, Owner shall be entitled to recover such amount from the Bidder / Vendor/ Contractor / Consultant by way of adjustment from the next invoice or from Bank Guarantee. In addition to the amount of GST, Owner shall also be entitled to recover interest and penalty, in case same is imposed by the tax authorities on Owner.

- xvii) The Bidder/Contractor would be liable to reimburse or make good of amount equivalent to the value of GST charged in tax invoice/debit note to OWNER along with other consequential implications in cases where Bidder/Contractor/supplier defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in GSTN network or non-filing of returns or wrongly charges Integrated Tax in place of Central Tax + State/Union Territory Tax or vice versa or any other non-compliance of GST laws; by issuance of suitable credit note to OWNER. In case, Bidder/Contractor does not issue credit note to OWNER, OWNER would be constrained to recover the amount with consequential implications including interest / penalty payable.
- xviii) It shall be obligatory for the Bidder to issue Credit Note for Price reduction on account of delay in delivery as defined in the Bid or Contract Documents in the month immediately following the month in which deduction of account of delay in delivery is effected by the Owner.
- xix) Tax element on any Debit Note / Supplementary invoice, raised by the Bidder/Contractor will be reimbursed by OWNER 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. Bidder/Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
- xx) The Bidder/Contractor will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Bidder/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 OWNER.
- xxi) In case of any advance including Mobilization, Advance given as per Contract, the Contractor shall issue Receipt voucher immediately on receipt of advance payment and subsequently issue the tax invoice at the time of supply, after adjusting advance payments as per Contractual terms and GST Provisions.
- xxii) In case any recovery is made for any facility or services provided by the Owner and such recoveries are subject to GST, amount of recovery plus applicable GST shall be deducted/ recovered from the Invoices/Claim of the Bidder.
- xxiii) Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST / SGST / UTGST/IGST Act, 2017 on supplies of goods or services or both to OWNER, tax will be deducted from the invoice raised and deposited with the authorities by OWNER. OWNER shall file the TDS return on GST Portal on the basis of which Credit can be availed by the bidder/ contractor.
- xxiv) 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.

- xxv) 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.

17.5) **Income Tax**

- i) The Bidder/Contractor shall be exclusively liable to pay directly to the concerned Income Tax Authorities in India and to bear all Indian Taxes payable relative to employment of any personnel by the Bidder/Contractor.
- ii) Wherever withholding tax i.e. Tax deduction at source (TDS) is applicable under the Income tax Act, 1961 the same will be deducted from the Invoices raised and TDS Certificate as per provision of the Income tax Act and Rules shall be issued to the Bidder/Contractor.
- iii) Bidder/Contractor should mandatorily provide the PAN. If PAN is not provided, TDS would be deducted at higher rate as per the provisions of Income Tax Act. TDS would also be deducted at higher rate if Bidder / Contractor is categorized as "Specified Person" by Income Tax Authorities for non -filling of return as per the provisions of the Income Tax Act.
- iv) All amounts in this BID for supply of equipment, machinery, catalyst or any other supply of goods made from outside India shall be gross of withholding tax levied under Indian Income Tax or Double Taxation Avoidance Agreement. Owner shall deduct the Withholding Tax payable to Government of India from the total amount payable for such supplies. All relevant documents for such payment shall be provided to the bidder/contractor.
- v) All amounts in this BID for services from within India in INR shall be gross of Indian TDS. Owner shall deduct the Withholding Tax payable to Government of India from the total amount payable for such Indian Services. All relevant documents for such deduction shall be provided to the bidder/contractor.
- vi) Withholding tax / tax deductible at source is applicable to all payments to be made to the CONTRACTOR. Withholding / deduction is required to be made at the rates specified in the Indian Income Tax Act. However, in case of non-resident contractors, lower of the rate of withholding tax as available in the relevant Double Taxation Avoidance Convention or Agreements (DTAA) as notified or amended from time to time as compared to the rate applicable as per relevant Finance Act will be applicable subject to certain specified documentary compliances. Therefore, it is incumbent upon the Contractor/bidder to decide and declare whether it intends to take benefits of lower rate of Withholding Tax and commit to provide necessary documents. As per extant provisions of Income Tax Act and Rules made there under following documents are mandatory for this purpose (a) Tax Residency Certificate (TRC) issued by the competent authority of the country of residence of the Contractor (b) Electronically generated Form 10F as described in Income Tax Rules, 1962 (c) A declaration in specified format in lieu of Permanent Account Number (PAN) and (d) No PE Certificate.
- vii) The Indian Income Tax Act and rules made there under contains provisions permitting deduction of tax at a lesser rate if the CONTRACTOR is able to justify to the Income Tax



Authorities such lesser rate of deduction. However, a deduction once made has to be deposited by the OWNER with the Income Tax Authorities in India and will not be adjustable by the OWNER. It is therefore in the interest of the CONTRACTOR that prior to release of any payment due to the CONTRACTOR under the Contract that the CONTRACTOR obtains, from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction /withholding of Income tax at source, failing which, payment to the CONTRACTOR shall be made by the OWNER after Withholding / deduction at the highest rate as may be applicable to the non-resident contractors as per Provisions of Income Tax Act, 1961.

17.6) Tax Conditions for LSTK Jobs:

- i) Apart from the Tax conditions already mentioned following Tax conditions shall also be applicable in LSTK Tenders.
- ii) The entire Scope of jobs under this Tender/Contract has been classified as Supply of Material and Service in relation to an immovable property under GST and the place of supply of services shall be the location at which the Works is being executed. Accordingly, the BIDDER/CONTRACTOR is required to take GST registration for supply of services and subsequent invoicing to the OWNER under the Tender/Contract as per GST invoice Rules.
- iii) The supplier of LSTK Bidder/Contractor should not issue its Invoice indicating OWNER as consignee since such sales cannot be treated as Sale-in-Transit under GST Law. Bidder/Contractor must procure material in their own name and avail ITC for the same and subsequently supply as part and parcel of Works Tender/Contract Service to OWNER. No waybill/road permit will be issued from OWNER.
- iv) Billing for Import to be done on OWNER (except for EPCG & MOOWR cases where separate high seas agreement will be entered with Bidder/Contractor) with applicable CGST & SGST with reimbursement of BCD & Cess and CGST & SGST thereon, limited to the quoted Foreign Currency (FC) amount. However, impact of IGST due to inclusion of Anti-Dumping Duty and Safe Guard Duty in the value for calculation of IGST shall be on Contractors account.
- v) Where the Owner opts to avail the benefits of EPCG/Post export EPCG or MOOWR, relevant License shall be provided to LSTK Contractor and Customs clearance shall be done under IOCL import export code by endorsement of EPCG License number/MOOWR License in Bill of entries as the Owner will be the importer on record.
- vi) Withholding tax / tax deductible at source is applicable to all payments to be made to the CONTRACTOR. Withholding / deduction is required to be made at the rates specified in the Indian Income Tax Act. However, in case of non-resident contractors, lower of the rate of withholding tax as available in the relevant Double Taxation Avoidance Convention or Agreements (DTAA) as notified or amended from time to time as compared to the rate applicable as per relevant Finance Act will be applicable subject to certain specified documentary compliances. Therefore, it is incumbent upon the Contractor to decide and declare whether it intends to take benefits of lower rate of Withholding Tax and commit to provide necessary documents. As per extant provisions of Income Tax Act and Rules made there under following documents are mandatory for this purpose (a) Tax Residency Certificate (TRC) issued by the competent authority of the country of residence of the Contractor (b) Electronically generated Form 10F as described in Income Tax Rules, 1962 (c) A declaration in specified format in lieu of Permanent Account Number (PAN) and (d) No PE Certificate.



- vii) The Indian Income Tax Act and rules made there under contains provisions permitting deduction of tax at a lesser rate if the CONTRACTOR is able to justify to the Income Tax Authorities such lesser rate of deduction. However, a deduction once made has to be deposited by the OWNER with the Income Tax Authorities in India and will not be adjustable by the OWNER. It is therefore in the interest of the CONTRACTOR that prior to release of any payment due to the CONTRACTOR under the Contract that the CONTRACTOR obtains, from the relevant Income Tax Authorities in India, a certificate specifying the rate of deduction /withholding of Income tax at source, failing which, payment to the CONTRACTOR shall be made by the OWNER after Withholding / deduction at the highest rate as may be applicable to the non-resident contractors as per Provisions of Income Tax Act, 1961.
- viii) In case of any advance including Mobilization, Advance given as per Contract, the Contractor shall issue Receipt voucher immediately on receipt of advance payment and subsequently issue the tax invoice at the time of supply, after adjusting advance payments as per Contractual terms and GST Provisions.
- ix) GST will be applicable on recovery for Land charges/ rent Safety Penalty, over speeding, other penalties etc . OWNER will issue GST Invoice in such cases.
- x) Credit notes to be issued by the Bidder/Bidder/Contractor for Price reduction on account of delay in delivery for lower incidence of GST.
- xi) Additional GST implication will arise on price variation of construction material and foreign exchange fluctuation and shall be paid extra on submission of proper GST invoice.
- xii) The total price payable under the Tender/Contract shall be restricted to the Lump sum Price and applicable GST as per other existing terms & condition of the Tender/Contract. Bidder/Contractor to ensure progressive invoice value so that there should not be any additional liability to the OWNER.

17.7) **Custom Duty and Foreign Exchange Variation:**

- i) Custom Duty Variation: With the implementation of GST, the custom duty shall be a part of quoted price and no variation shall be allowed. However, in exceptional cases, Customs Duty rate variation can be agreed subject to the following conditions:
 - (a) CIF value should be indicated in the offer. Materials to be imported covering the above CIF value should also be clearly spelt out. The rate of Customs Duty and the Tariff Number under which the item is covered should be clearly spelt out.
 - (b) Any increase in price due to increase in Customs Duty rates beyond the Contractual Delivery date (CDD) in respect of items which require further fabrication after import and for bought out imported items beyond the CDD, will be to Bidder/Bidder/Contractor's account. For all such claims necessary documentary evidence shall be provided by the Bidder/Bidder/Contractor to OWNER along with their claim request.
- ii) Foreign Exchange (FE) variation:
 - (a) FE variation shall normally not be allowed. In (global tenders) cases where Foreign Exchange (FE) involvement is envisaged, and in case the bidders are quoting for FE rate variation, the details of item wise maximum CIF value (indicating quantity) of each currency should be indicated in the offer. This list shall be vetted by the indenting



department / PMC at the time of giving technical recommendation to the effect that the listed items are required for the tendered material.

- (b) Any increase in price due to increase in FE rates beyond the CDD in respect of items which require further fabrication after import and for bought out imported items beyond the CDD, will be to Bidder/Bidder/Contractor's account. However, any decrease in the prices due to decrease in FE rate at the time of actual clearance of imported materials, shall be passed on to OWNER. FE variation shall also include recovery if the actual exchange rate is less than the quoted rate.
- (c) While seeking the maximum CIF value in the tender documents, the bidder shall be asked to separately indicate the imported bought out items and their maximum CIF value. In case order stipulates FE variation clause, the Bidder/Bidder/Contractor shall furnish Bill of Entry documents along with the invoice and raise invoice accordingly.
- (d) In case the bidder quotes any component of Customs Duty based on exemption under the prevailing Indian Customs Laws [including any benefit available under any trade agreement which India has with any other nation or block of nations viz. Comprehensive Economic Partnership Agreement (CEPA), Free Trade Agreements (FTA) etc.] as on the date of Bid, then bidders shall be required to submit all the required documentary proof for the same at the time of dispatch of goods and in any case not later than the date on which Bill of Entry is required to be filed in India enabling Indian Oil, as importer, to avail the exemption as quoted by the Bidder. In the event of non- submission of the requisite documents as per the conditions for availing the exemption by the successful bidder, then any additional outflow suffered by Indian Oil on account of those taxes and duties (including interest, if any) shall be recovered from the bidder either from any payment due to the successful bidder or separately. It shall be obligatory on the part of the bidder to acquaint itself with the provisions of Indian Customs Act, 1962 and other related regulations under which said exemption is quoted by the bidder.

18.) **Mobilisation advance:**

Mobilisation advance if applicable, will be stated in the SCC of tender documents, indicating the amount, rate of interest, and submission of BG of 110% of advance amount plus applicable taxes (if any). Mobilization advance (maximum of 10%) is payable in not less than two installments only if the contract value is Rs. 10 Crore and above. The interest rate at 1% above the MCLR bank rate. The mobilisation advance shall be released after fulfilling the following conditions:

- 18.1) The CONTRACTOR shall have signed and sent back a copy (or copies if so required) of the Acceptance of Tender issued by the OWNER in token of unqualified acceptance thereof.
- 18.2) The CONTRACTOR shall have furnished the Initial Security Deposit as stipulated in Clause 2.1.1.0 of GCC and associated clauses hereof.
- 18.3) The CONTRACTOR shall have executed the formal contract in terms of the Form of Contract.
- 18.4) Interest on mobilization advance will be recovered from running account bills. Contractor, therefore, shall deposit the amount of TDS with the Income Tax department and claim reimbursement from IOCL against submission of TDS certificate.
- 18.5) The above clause along with the process of recovery of mobilization advance is to be read in conjunction with GCC. Also, in the event that SCC is silent on the issue of mobilization advances; relevant provision of GCC may be referred to.



19.) **Preferential Bidding:**

Modality for Preferential Bidding Option and Evaluation (for tenders where selection of preferential bidding option is applicable in e-portal): Bidders intending to claim preferential benefit must comply with the requirements as explained below:

19.1) **For benefit during RA:** Preferential bidders shall indicate the applicable option at the designated section of the tender portal while participating in the tender as per their status, duly supported by clear and unambiguous documentary evidence. The option ticked by the bidder in the portal against selection of purchase preference shall be used solely for the purpose of the elimination of the H1 bidder during Reverse Auction process. Bidders who do not tick any option shall not get any preferential benefit during the RA process, irrespective of whether they have submitted documents towards their preferential status or not.

19.2) **For benefit during allocation:** The documents submitted by the preferential bidders in the tender towards establishing their status and classification (either as MSE Class-I local supplier or MSE but non-Class-I local supplier or Non-MSE but Class-I local supplier or Non MSE non-Class-I local supplier) shall be the ONLY basis of purchase preference considered during allocation. For example, if a bidder wants to claim purchase preference as both MSE as well as Class I local supplier for allocation purpose, they must upload documents establishing their status as both MSE & Class -I local supplier. The purchase preference to be operated during allocation shall be independent of whether bidder has ticked any option in the portal or not. **Therefore, the methodology with respect to acceptance of claimed “Preference Category” in preferential bidding for the sole purposes of allocation shall be as per the following matrix.**


Case	Selection of Preference Category in e-portal	Valid Document for Preferential treatment	Modality for preferential treatment in tender evaluation
1	YES	YES	To be considered for preferential treatment, wherever applicable
2	YES	NO	Will not be considered for preferential treatment.
3	NO	YES	To be considered for preferential treatment, wherever applicable
4	NO	NO	Will not be considered for preferential treatment.

20.) **ePAY ONE PORTAL :**

IOCL has launched the ePayOne portal which can be accessed through the link <https://epayone.indianoil.in/>. The said portal will facilitate users to make online payment through various modes viz., Internet Banking, UPI, Debit Card upto Rs.2000/-, Credit Card(Transaction charges @0.75% will be collected from users by SBI) and RTGS/NEFT. Options are available in the portal to the payers make payment through “New Payments” by registered users or Direct payment (without registration). Registered users shall have the facility of downloading cash receipt in PDF format at any point of time, to track the status of the payments and Transaction history. For illustrative purposes, the major payments covered in the portal are as below:- Vendors - Security deposit/EMD/TT calibration Fees **The user manual can be downloaded from the ‘ePayOne’ portal Home page under the option ‘Need Help’.**

21.) **Letter of Acceptance (LOA) / Notice of Award (NOA):**

Wherever in any part of Tender Document including General Conditions of Contract, Special Conditions of Contract, the term ‘Fax of Acceptance (FOA)’ is appearing the same shall be read as

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‘Notice of Award (NOA)’. Definition of the Term and all other implications & usage of the term as specified anywhere in the entire tender document shall remain unchanged, treated as synonymous and will be applicable to NOA as presently being applicable to FOA. Thus, the terms FOA and NOA shall be read as synonymous.

22.) Contract Agreement:

Contract Agreement is applicable for the work order value of above INR 50.00 Lac. Contract Agreement is required to be signed within 30 days of receipt of LOA/WO. Successful bidder has to immediately submit a blank non-judicial stamp paper/e-stamp paper (Delhi) of INR 100/- for the preparation of Contract agreement.

23.) Blacklisting / Holiday Listing / Debarment / Banning Policy of Indian Oil Corporation Limited:

The Blacklisting / Holiday Listing / Debarment / Banning policy of Indian Oil Corporation Limited can be accessed from any of the following portals:

- a. www.iocl.com from the link <https://iocl.com/uploads/holiday2023.pdf>
- b. Indian Oil e-tenders website (<https://iocletenders.nic.in>) under the “Announcement” Section

24.) Terms and Conditions for bidders from a country which shares a land Border with India:

24.1) Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department of Promotion of Industry & Internal Trade (DPIIT) of Govt. of India.

24.2) “Bidder” (including the term ‘Tenderer’, ‘Consultant’ or ‘Service Provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the description of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process.

24.3) “Bidder from a country which shares a land border with India” for the purpose means:-

- a) An entity incorporated, established or registered in such a country; or
- b) A subsidiary of an entity incorporated, established or registered in such a country; or
- c) An entity substantially controlled through entities incorporated, established or registered in such country; or
- d) An entity whose *beneficial owner* is situated in such a country; or
- e) An Indian (or other) agent of such an entity; or
- f) A natural person who is a citizen of such a country; or
- g) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

24.4) The beneficial owner for the purpose of (iii) above will be as under:

- i) In case of a company or Limited Liability Partnership, the beneficial owner is the nature persons(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation—

- a. “Controlling ownership interest” means ownership of a entitlement to more than twenty-five per cent of shares or capital or profits of the company;
- b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
- ii) In case of a partnership firm, the beneficial owner is the natural persons(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
- iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
- iv) Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who hold the position of senior managing official;
- v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- 24.5) An Agent is a person employed to do any act for another, or to represent another in dealing with third person.
- 24.6) In tenders for works contracts, including Turnkey contracts. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

Certificate (Undertaking Format)

Model Certificate for Tenders

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

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

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this



regard and is eligible to be considered. [Where applicable, evidence of valid registration by the competent Authority shall be attached.]”

Signature & Stamp of Bidder

25.) Reverse Auction Guidelines for Bidders (To be referred when RA is applicable in Tender)

Introduction to Reverse Auction (RA)

“Electronic reverse auction” means an online real-time purchasing technique utilized by the procuring entity to select the successful submission, which involves presentation by suppliers or contractors of successively lowered bids during a scheduled period of time and the automatic evaluation of bids.”

Reverse Auction (RA) module is integrated with tendering process in the existing IOCL e Tendering portal (<https://iocletenders.nic.in>).

Existing Reverse Auction Module supports reverse auction for single line item (Single lot RA) as well as for multiple line items (Multi lot TA).

The lowest quote available after RA shall be considered as L1.

Definitions

Various terms used in e Tendering Portal relevant to RA are defined below:

Current Price:

Current Price available against any line item (lot) under “Live Auction” tab shows the latest L1 value received against that lot.

Decremental Value/Decremental Price/Decrement Price:

It is the minimum value (in Rs.) which shall be decremented by any competing bidder from “Current Price” while entering his quote. The bidder can decrement only in multiples of this value.

My Auction Price:

Bidder enters and submits his quote in the space provided against “My Auction Price”.

e.g. If Current Price at a moment is X and Decremental value = Y. Then Bidder shall be able to enter My Auction Price = Z where $Z = X - n * Y$ and ‘n’ is an integer greater than zero (0).

Elapse Time in Minutes and Auto Extension Time in Minutes:

These values (in minutes) will be specified by Tender creator while maintaining basic details.

Elapse Time is the quantum of period before Auction End Time.

Auto Extension Time is the quantum of period by which the auction End Time will get extended in case of any quote received during Elapse Time.



e.g. Let Auction period is from 11:00 Hrs. to 13:00 Hrs., Elapse Time is 5 Minutes and Auto Extension Time is 10 Minutes.

If any quote is received between 12:55:01 and 12:59:59, Auction End Time will be extended up to 13:10 Hrs. otherwise the auction will end at prescheduled time i.e. 13:00 Hrs.

Maximum Seal Percentage:

Maximum Seal percentage restricts the bidder from quoting abnormally low price by mistake.

If Maximum Seal Percentage defined in an auction = p , Decremental Value = Y and Current Price = X . Then bidder cannot quote a price less than $\left[\{(100 - p) \% \text{ of } X\} - Y\right]$. If a bidder quotes a price less than this, system will not accept it.

e.g. — Maximum Seal Percentage = 25%

Decremental Value = 500

Current Price = 10,000

The Bidder can't Quote below 7,000 i.e. $\left[\{(100 - 25) \% \text{ of } 10000\} - 500\right]$.

Auction Start Date:

Auction gets available under "Live Auction" tab and open for bidders to quote from this time onwards. This time shall be at least 48 hours after publishing of Auction details.

In case of multi lot auction, this will be the earliest auction start time of each of the line items (lots).

Auction End Date:

Auction window available to the bidder expires and auction shall not be available under "Live Auction" tab from this time onwards subject to auto extension of the auction.

In case of multi lot auction, this time will be auction end time of the line item (lot) whose auction is going to end at the last.

Following may please be noted for Reverse Auction:

"Bidders are informed that Reverse Auction will be conducted for finalizing this Tender.

Criteria of Qualifying for Reverse Auction (Elimination Clause):

H1 bid received in Price Bid (BoQ) against a Tender shall not be eligible to participate in the Reverse Auction process and his bid will be auto rejected by the system wherever techno-commercially accepted bidders are more than three (3). Similarly, in case of multi lot Auction, Itemwise H1 bidder will be disqualified for respective line item. An intimation by mail/SMS shall be provided to the eligible bidders for Reverse Auction along with its scheduled start time and other details.

The lowest price shall be available on the Reverse Auction screen at any point of time during the Auction process. This displayed price is the evaluated price based on which the lowest bid is determined as per evaluation criteria / Tender Terms & conditions. Accordingly the bidder will put his quote in the Auction

window if he wants to offer the reduced price considering the evaluation criteria as per Price Bid (BoQ)/ Tender Terms & Conditions.

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

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

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

IOCL reserves the right to conduct price negotiation with overall L1 bidder based on price quoted in BoQ and RA.

Live Auctioning

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

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

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

The screenshot shows a web interface titled "AUCTION LIST". Below the title is a tab labeled "My Auctions". Under this tab, there is a search section with a "Search" label, two input fields for "Tender ID" and "Tender Title", and "Clear" and "Search" buttons. Below the search section is a table titled "My Auctions". The table has five columns: "S.No", "Tender Id", "Tender title", "Auction Start Date", and "Auction End Date", plus a "View" button. The table contains one row of data.

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

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

Basic Details	
Organisation Chain	COIS Gurgaon Materials
Tender Reference Number	Reverse Auction
Tender ID	2015_COIS_1209_4
Tender Title	Test RA 04

Auction Details	
Auction Type :	Reverse

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


Live Auctions

Search

Tender ID Tender Title

Clear **Search**

Live Auction-Single Item


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

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


AUCTION SUBMIT

Tender ID: 2016_COIS_1444_1
Tender Reference Number: Test RA 2016/02/04
Tender Title: Test RA 2016/02/04
Auction Type: Reverse
Start Price: Rs. 50000000
Decrement Price: Rs. 1,00,000
Auction Date: 07-Apr-2016 02:55 PM To 07-Apr-2016 03:05 PM

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

My Auction Price: Rs. 

Back **Submit**

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

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

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

AUCTION SUBMIT

Tender ID: 2016_COIS_1444_1
Tender Reference Number: Test RA 2016/02/04
Tender Title: Test RA 2016/02/04
Auction Type: Reverse
Start Price: Rs. 50000000
Decrement Price: Rs. 1,00,000
Auction Date: **07-Apr-2016 02:55 PM To 07-Apr-2016 03:05 PM**

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

My Auction Price: Rs.

Back **Submit**

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

In case of Multi lot auction, when a bidder shall click on the hammer as referred in clause 6.1.3, system will take the bidder to new page where all the lots of auction will be visible as shown below:

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

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

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

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

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

~~In case of multi lot auction, after Auction End Date & Time or Lot wise Auction End Date & Time / Extended date & Time for all~~

26.) **Public Procurement Policies:**

1. Micro and Small Enterprises (MSEs) (subject to applicability as per NIT):

- ~~a. For latest notifications and guidelines issued by MSME Ministry, please refer their official website. The latest guidelines shall prevail over the guidelines given under.~~
- ~~b. The Procurement Policy for Micro and Small Enterprises, 2012 (amended time to time) has been notified by the Government. Details of the policy along with the subsequent amendments issued are available on the MSME website shall be applicable.~~
- ~~c. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy. The bidders are to submit the valid Udyam Registration certificate for the same.~~
- ~~d. EMD exemption (if applicable) / tender fee exemption (if applicable) / relaxation in Experience and Turnover criteria (if applicable) shall be provided to the MSE bidder in case they are registered as manufacturer / service provider of any item in the break up table of NIC codes in Udyam Certificate.~~
- ~~e. MSE Purchase preference (if applicable) shall be provided to MSE bidders in case they are registered as service provider for the tendered item in the break up table of NIC codes in Udyam certificate.~~

2. Preference to Make in India, Order 2017 (PPP-MII) (subject to applicability as per NIT):

- a. (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications/Amendments issued by concerned Nodal Ministry for specific Goods/Products available in Government website shall be applicable.
- b. Bidders are to provide Local Content details as per given specific format provided in Annexures to ITB.
- c. The 'Class-I local supplier'/ 'Class-II local supplier' at the time of tender, bidding or solicitation shall be required to indicate percentage of local content and provide self-certification that the item offered meets the local content requirement for 'Class-I local supplier'/ 'Class-II local supplier', as the case may be (through Annexures to ITB). They shall also give details of the location(s) at which the local value addition is made.
- d. However, at the time of execution of the project, for all cases where individual vendor wise awarded contract value on landed cost basis is above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice (through the proforma given below). For cases where it is not possible to provide certification by Cost/Chartered Accountant at the time of execution of project, the supplier shall be permitted to provide the certificate for local content from Cost/ Chartered Accountant after completion of the contract, but not later than Final invoice/ bill submitted by the contractor/supplier. In case the contractor/ supplier does not meet the stipulated local content requirement and the category of the supplier changes from Class-I to Class- II/ Non-local or from Class-II to Non-local, a penalty up to 10% of the contract value shall be imposed by IOCL. The 10% penalty amount shall be hold by IOCL till receipt of the certificate and remaining amount shall be released. However, contract once awarded shall not be terminated on this account. Payment of last 10% of Contract value shall be made only after receipt of aforesaid certificate for local content from Cost/ Chartered Accountant.



Proforma

Certification by the statutory auditor / Chartered Accountant of the bidder

We, _____, a CA firm having our registered office address _____ and certificate number _____ certify that we are statutory auditor of the company M/s _____, having its registered office at _____.

OR

We, _____, a CA firm having our registered office address _____ and certificate number _____ certify that statutory auditor is not mandatory for the company M/s _____, having its registered office at _____ as per prevailing law and we are practicing Chartered Accountant, not being employee/ Director and not having any interest in the company.

We have understood the provisions of Policy Purchase Preference (linked with local content) (PPP-MII) dated 17.11.2020, enclosed in the above bidding document.

We hereby confirm that our offer is achieving the local content (LC) of

a. minimum 50% ☐

b. $20\% \leq LC < 50\%$ ☐

c. $LC < 20\%$ ☐

(Tick whichever is applicable.)

(Statutory auditor / Chartered Accountant of the bidder)

UDIN:

E-tender ID - _____

Note: This undertaking shall be certified by the authorized signatory of the bidder, signing the bid. Preference is applicable only for suppliers claiming minimum 50 % Local Content.

- i. The Proprietor and an independent Chartered Accountant, nor being an employee of the firm, in case of a proprietorship firm.
- ii. Any one of the partners and an independent Chartered Accountant, nor being an employee of the firm, in case of a partnership firm.
- iii. Statutory auditors in case of a company (as stated in said Policy in this Tender Document)

27.) **Zero Defect Zero Effect (ZED) and Lean certification for MSME Vendors**

The Government of India envisioned the Zero Defect Zero Effect (ZED) initiative (Bronze/Silver/Gold level) and the Lean Certification initiative (Basic/Intermediate/Advanced level) to enhance MSME competitiveness, ensure sustainability, and transform them into national and international champions.

For complete details on registration, required documents, benefits, and other related information, visit the links below:

<https://zed.msme.gov.in/>

and the link below.

<https://lean.msme.gov.in/>

Kindly register and take advantage of these GOI initiatives.

28.) **AMENDMENT TO GENERAL CONDITIONS OF CONTRACT**

S. No.	Ref Page No.	Clause No.	Subject	Amendment
1	Page No 15 of GCC	2.6.2.0	QUANTITIES OF WORK	If, as a consequence of such amendments/variations/ alterations/ modifications/ reductions, as envisaged in clauses 2.4.0.0 and/or 2.5.0.0 hereof and associated sub clauses thereunder, or pursuant to Clause 2.6.1.0 hereof, the quantities of work and the gross value of work actually performed by the CONTRACTOR, as valued on finalization of all dues to the CONTRACTOR under the contract, shall be less than 50% (fifty percent) of the total (80% in GCC) contract value, then the CONTRACTOR shall be entitled to 10% (ten percent) of the amount by which the reduced contract value as aforesaid falls short of 50% (fifty percent) (80% in GCC) of the total contract value by way of allowance for the advantage (including profit) which the CONTRACTOR may have anticipated on the execution of the work up to the total contract value. And the CONTRACTOR shall not be entitled to any compensation in addition to the payments specifically provided for above, and the



S. No.	Ref Page No.	Clause No.	Subject	Amendment
				CONTRACTOR hereby specifically waives any and all contrary rights and claims whatsoever.



29.) Annexures

Annexure – 1

FORM OF TENDER (To be filled up by the Tenderer)

From
The participating bidder

To
Indian Oil Corporation Ltd.
Business Development, New Delhi

Dear Sirs,

1. Having examined the Tender Documents consisting of the Tender Notice, General Instructions to Tenderers/ Instructions to Bidders (ITB), General Conditions of Contract, Special Instructions to Tenderers, Special Conditions of Contract, Specifications, Plans, Drawings, Time Schedule, Form of Contract, Form of Schedule of Rates, other constituents of tender document and Addendum(s) to the Tender Documents, and having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of Indian Oil Corporation Ltd. relative to the work tendered for in connection with this tendered work and this tender as referred above and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of borrow areas, the availability of land for right of way and temporary office accommodation and quarters and all other facilities and things whatsoever necessary for or relative to the formulation of the tender or the performance of work, I/we hereby submit my/our tender offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents.
2. In consideration of the sum of Rupee 1/- (Rupee one only) paid to me/us by Indian Oil Corporation Ltd., by adjustment in the price of Tender Documents, I/We further undertake to keep my/our this tender offer open for a period of not less than 4 (four) months from the scheduled date of opening of Tenders as specified in the General Instructions to Tenderers/ Instructions to Bidders (ITB) forming part of the Tender Documents.
3. I/We hereby further state subject to applicability that I/We/None of us (in the case of partnership firm) and none of our Directors (in the case of a Company) was/were employed as Directors of Indian Oil Corporation Ltd., during the period of 2 (two) years immediately preceding the date hereof OR I/We hereby declare that I/ the concerned person one of our partners (in the case of partnership firm/Directors in the case of a Company) was employed as a Director in Indian Oil Corporation Ltd., during the period of 2 (two) years immediately preceding the date hereof and that I / the concerned person have/has obtained previous permission of Indian Oil Corporation Ltd. to make



this tender. OR the concerned person one of our partners is related to the concerned person who was employed as a Director in Indian Oil Corporation Ltd. during the preceding 2 (two) years as follows:

[State Relationship]

4. I/We have annexed to this Bid the following documents:
 - i) Filled in Schedule of Rates in the prescribed form.
 - ii) Earnest Money amounting to and in the manner specified in these Instructions to Bidders.
 - iii) Original Power of Attorney or other proof of authority of the person who has signed the Tender OR copy of Power of Attorney attested by a Gazetted Officer or a Notary Public in proof of the authority of the person who has signed the Tender.
 - iv) Audited Balance Sheets of the last 3 (three) years.
 - v) Form of Tender. If the tender is called in 2 (two) separate parts, the tenders in the relevant Form of Tender as prescribed shall be submitted with respect to each part.
 - vi) Information regarding tenderer in the form annexed to the Form of Tender.
 - vii) Tenderer's past experience of comparable nature in the prescribed form accompanied by documents supporting the successful completion of claimed works / projects.
 - viii) Information regarding construction, organization and equipment in the prescribed form.
 - ix) Declaration of Blacklisting in the prescribed form.
 - x) Declaration on Child Labour in the prescribed form.
 - xi) Such other information as required from the tenderer.
5. I/We hereby undertake that the statements made herein/information given in the Annexures referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, without prejudice to any other right or remedy available to the Corporation, the same may be construed to be a misrepresentation entitling Indian Oil Corporation Ltd. to avoid any resultant contract.
6. I/We further undertake as and when called upon by Indian Oil Corporation Ltd. to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.
7. We, the participating bidder hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the tender documents of this subject tender and all Addenda / Corrigenda issued by Indian Oil Corporation Ltd.
8. We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever thereto hereto before setting out, given or indicated in our offer, clarifications, correspondences, communications, or otherwise with a view that the price bid submitted may be treated to conform in all respects, with the terms and conditions of the said tender documents including all Addenda / Corrigenda.
9. We further hereby confirm that the prices quoted in the price bid are as per the provisions of the tender document and there is no deviation to the provisions in the price bid.
10. If the work or any part thereof is awarded to me/us, I/ We undertake to perform the work in accordance with the Contract Documents as defined in the Form of Contract forming part of the Tender Documents and accept the terms and conditions of Contract as laid down therein and undertake within 10 (ten) days of receipt of acceptance of Tender to pay to and/or deposit with the Accounts Officer, " _____ " Indian Oil Corporation Ltd. (BD Group, BD Division) a sum which together with the amount of earnest money deposited by me/us in terms hereof, shall make XX % (ten percent) of the contract value as specified in the Acceptance of Tender for the purpose of security deposit, by any one or more of the modes of payments specified in this behalf in the General



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

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

- i. Price bid(BoQ) sheets
- ii. Techno-Commercial Bid Document
- iii. General Conditions of Contract (GCC), Other Conditions of Contract,
- iv. PPE Guidelines
- v. Addendum / Corrigendum (if any)
- vi. All other attachments, drawings, specifications etc. which are part of the tender document.

I/we hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all documents mentioned above and all corrigendum/addendum issued. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum and minutes of the pre-bid meeting, if any except the deviations stated in format of “Deviations / Exceptions”. In the event of award of contract to us, the complete tender document along with addendum /corrigendum, if any as uploaded by Indian Oil Corporation Limited at e- tender portal [<https://iocletenders.nic.in>] under the subject referring to the above-mentioned tender number shall be considered for constitution of Contract Agreement. I/ we declare that none of the electronic documents have been tampered with. In case of tampering of electronic documents, the bid shall be rejected outright and EMD forfeited without prejudice to any other rights or remedies available to IOCL. I / we further undertake and confirm that all the documents submitted by us along with the bid are true and genuine to the best of our knowledge and belief. In case at any time, any document / information furnished by us are found to be forged / false / fabricated / misleading, we shall be solely liable for any legal consequences, penal actions including holiday listing by IOCL.

12. I / We declare hereby that I / we, as participating bidder in this tender, am / are submitting only one bid for this tender and has not made any other bid or multiple bid.

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

- i. A person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format at and/or in a partnership or association of persons format and/or in a company format.
- ii. A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
- iii. A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.



iv. A person shall be deemed to have bid in a company format if the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a director of the company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital in and/or is a director of a holding company of that company which has submitted the bid.

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

-----End of Annexure-1-----



UNDERTAKINGS**A. UNDERTAKING OF NON TAMPERING OF DATA**

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

B. UNDERTAKING FOR NON-ENGAGEMENT OF CHILD LABOUR

I/We hereby declare that:

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

C. PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING

Based on the legal entity of the bidder following shall be undertaken by the bidder:

In the case of a Proprietary Concern:

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

In the case of a Partnership Firm:

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

In the case of Company:

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

In the case of Consortium:

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

NOTE: In case of submission of the Annexure without proper declaration (details of Holiday listing as applicable / NIL) it will be construed that the vendor is declaring that he/she/they is/are not in IOCL Holiday List or blacklist or no inquiry against the vendor is pending by IOCL / MOPNG. At later stage, if the vendor is found to be in IOCL Holiday List or blacklist or if inquiry against the vendor is pending by IOCL / MOPNG on the day of the declaration, then the same declaration shall be considered as false declaration.

D. PERFORMA FOR DECLARATION ON PROCEEDING UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016 (IBC)

I / We, the participating bidder hereby declare that:

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

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

NOTE: In case the bidder is undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date then details of the same to be provided by the bidder in designated Annexure for Deviation statement given in the tender.



E. DECLARATION BY THE BIDDER REGARDING RELATIONSHIP WITH IOCL DIRECTOR

I / We, the participating bidder hereby declare that:

I / We am / are neither a director nor related to any director of IOCL, present or retired; or any partner or member of the firm is neither a director nor related to any director of IOCL, present or retired; or any of the directors of the company is neither a director nor related to any director of IOCL, present or retired.

Note: In case the proprietor / partner / member / director as applicable to the bidding entity is / are director of IOCL or related to any director of IOCL, present or retired, the details must be provided in designated Annexure for Deviation statement given in the tender.

F. DECLARATION OF BIDDER REGARDING LAND BORDER SHARING

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

G. PERFORMA FOR DECLARATION ON INSIDER TRADING PREVENTION

I/We, declare that:

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

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

H. INDEPENDENT ESI

In case, I/We am/are not able to submit the ESI certificate, then we confirm that any of the following shall be applicable:

In case job is awarded to me/us, I/we shall/will acquire independent ESI code within 15 days of the date of issue of Work order. The gate pass for labour shall be issued only after furnishing the independent ESI code to Engineer-in-Charge (EIC). In case I/we fail to acquire the independent ESI code, EIC reserves the right to cancel the work order, forfeit the EMD and initiate suitable penal action against me/us as deemed fit by IOCL.

OR



If the ESI exemption claimed by me/us is accepted by IOCL, then I/we shall/will furnish an indemnity bond indemnifying IUVL against any eventuality regarding ESI becoming applicable to me/us during the tenure of the contract. In case the exemption claimed by me/us is not acceptable to IOCL then I/we shall/will be governed by above option by default.

I. Bid Security Declaration (where BSD is applicable as per NIT)

I/We, the authorized signatory of this tenderer, participating in the subject Tender, for the subject job, do hereby declare that:

~~In the event I/We withdraw / modify my/our bid during the period of validity, and/or commit any other breach of Tender Conditions which attracts penal action of forfeiture of EMD, if any, and/or I / We fail to / refuse to initiate the execution of the awarded Contract as per the terms of the Contract, then I / We shall be liable for being put on holiday list in accordance with the holiday listing policy/guidelines of Indian Oil Corporation Limited. I/We agree that the above shall be without prejudice to the any other rights /remedies available to Indian Oil Corporation Limited under the Tender and/or law.~~

-----End of Annexure-2-----



FORMAT OF INSURANCE SURETY BONDS FOR EARNEST MONEY DEPOSIT

1. In consideration of the Indian Oil Corporation Limited (hereinafter called 'The Corporation' which expression shall include its successors and assigns) having agreed to accept from, _____ (name of the tenderer) (hereinafter called 'the said tenderer' which expression shall include its successors and assigns) Earnest money in the form of Insurance Surety Bond (ISB), under the terms and conditions of tender No., _____ dated _____ In connection with _____ (mention the details of the tender) (hereinafter called "the said tender"), for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of _____ days from the date of the opening of the tender and other stipulations of the tender we, _____ (indicate the name of the Insurer). Registered under the Insurance Act, 1938, hereinafter referred to as 'Surety' which expression shall include its successors and assigns, at the request of _____ (mention the name of the tenderer) do hereby undertake to pay on demand to the Corporation an amount not exceeding Rs _____ in the event of the said tenderer having incurred forfeiture of earnest money as aforesaid or for the breach of any of the terms or conditions or the stipulations of the said tender and/ or the contract if awarded including but not limited to non-performance of the contract caused due to revision in price/ pricing basis after close of the pricing part of the tender under an order of the Corporation.
2. We, _____ (indicate the name of the Insurer) do hereby unconditionally, irrevocably and without recourse to Indian Oil Corporation Limited undertake to pay the amounts due and payable under this ISB without any demur, protest, or proof or satisfaction or condition and without reference to the tenderer, merely on demand from the Corporation stating that the amount claimed is due by way of forfeiture of earnest money or any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of breach by the said tenderer any of the terms or conditions or stipulations perform the stipulations of the said tender. Any such demand made on the Surety shall be conclusive as regards the amount due and payable by the Surety under this ISB. However, our liability under this ISB shall be restricted to an amount not exceeding Rs. _____.
3. We _____ (indicate the name of the Insurer) undertake to pay to the Corporation any money so demanded notwithstanding any dispute or disputes raised by the tenderer in any suit or proceeding pending before any court or Tribunal or arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by the Surety under this bond shall be a valid discharge of our liability for payment there under and the tenderer shall have no claim against us for making such payment.
4. We _____ (indicate the name of the Insurer) further agree that the Corporation shall be entitled to invoke the ISB in part, provided that the amount of the invocation shall not exceed the aggregate value of the ISB at any given time. Such partial invocation can be made multiple times, and the Surety shall pay the Corporation the amounts requested, subject to the total sum not exceeding the aggregate value of the ISB. The remaining amount of the ISB shall continue to be valid until the full amount of the ISB has been invoked or the ISB is otherwise discharged in accordance with the terms herein."

5. It shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Surety and the ISB herein contained shall be enforceable against the Surety as Principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Tenderer to the Corporation and notwithstanding that any such security shall at the time when claim is made against the Surety or proceedings taken against the Surety hereunder, be outstanding or unrealized.
6. The amount stated by the Corporation in any demand, claim or notice made with reference to the ISB, as between the Surety and the Corporation for the purpose of these Presents, be conclusive of the amount payable by the Surety to the Corporation hereunder.
7. We _____ (indicate the name of the Insurer) further agree that the ISB herein contained shall remain in full force and effect during the period that would be taken for the performance of the terms, conditions or stipulation of the said tender and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said tender/ contract have been fully paid and its claims satisfied or discharged or till the Corporation certifies that the terms and conditions of the said tender have been fully and properly carried out by the said tender and accordingly discharge this ISB. Unless a demand or claim under this ISB is made on us in writing a letter/ e-Mail / on or before (expiry date) we shall be discharged from all liability under this ISB thereafter.
8. We _____ (indicate the name of the Insurer) 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 tender or to extend time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said tender and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.
9. The liability of the Insurance Company to the Indian Oil Corporation under this Bond/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the vendor/party/Contractor and the Indian Oil Corporation, the vendor/party/Contractor and the Insurance Company and/or the Insurance Company and the Indian Oil Corporation or otherwise howsoever touching or affecting these presents for the liability of the vendor/party/Contractor to the Indian Oil Corporation, and notwithstanding the existence of any instructions or purported instructions by the vendor/party/Contractor or any other person to the insurance Company not to pay or for any cause withhold or defer payment to the Indian Oil Corporation under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Insurance Company shall be and remain liable to make payment to the Indian Oil Corporation in terms hereof.
10. This ISB shall not be determined or discharged or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Surety or Corporation.
11. We, _____ (indicate the name of the Insurer) lastly undertake not to revoke / amend this ISB during its currency except with the previous consent of the Corporation in writing.



12. Notwithstanding anything contained herein above,

- i. The liability of the Surety under this ISB shall not exceed the amount of Rs. _____ (Rupees _____ only),
- ii. This ISB shall be valid up to _____ (Expiry Date) irrespective of whether or not the original ISB returned to us.
- iii. We are liable to pay the ISB amount or any part thereof under this ISB only and if we receive from the Corporation a written claim or demand on or before _____ (Expiry date) or the date of expiry of any extension (s) thereof if this ISB has been extended.

Dated the _ day of __ 20
For _____
(Indicate the name of Insurer)

Place

Date



FORMAT OF INSURANCE SURETY BOND FOR SECURITY DEPOSIT

1. In consideration of the Indian Oil Corporation Limited having its Registered Office at _____ (hereinafter called "The Corporation" which expression shall include its successors and assigns) having agreed to exempt _____ (hereinafter called "The said Contractor(s) / Supplier(s) / Seller(s)" which expression shall include its successors and assigns) 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 fulfilment by the said Contractor(s) / Supplier(s) / Seller(s) of the terms and conditions contained in the said Agreement, on production of a Insurance Surety Bond (ISB) for (Rupees _____ only), we _____ (indicate the name of the Insurer), registered under the Insurance Act, 1938 (hereinafter referred to as "Surety" which expression shall include its successors and assigns) 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 Insurer) do hereby unconditionally, irrevocably and without recourse to Indian Oil Corporation Limited undertake to pay the amounts due and payable under this ISB without any demur, protest or proof or satisfaction or condition and without reference to the Contractor(s) / Supplier(s) / Seller(s), 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) / Seller (s) failure to perform the said Agreement. Any such demand made on the Surety shall be conclusive as regards the amount due and this ISB shall be restricted to an amount not exceeding Rs. _____

3. The obligation of the Surety to the Corporation shall be as Principal to Principal and shall be wholly independent of the agreement and it shall not be necessary for the Corporation to proceed against the Contractor (s) / Supplier(s) / Seller(s) before proceeding against the Surety and the ISB herein contained shall be enforceable against the Surety notwithstanding the existence of any other Bond or security for any indebtedness of the Contractor (s) / Supplier(s) / Seller(s) to the Corporation (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Surety or proceedings taken against the Surety hereunder, be outstanding or unrealized.

4. The amount stated by the Corporation in any demand, claim or notice made with reference to the ISB, as between the Surety and the Corporation for the purpose of these Presents, be conclusive of the amount payable by the Surety to the Corporation hereunder.

5. This ISB shall not be determined or discharged or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Contractor(s) / Supplier(s) / Seller(s) or any change in the legal constitution of the Surety or the Corporation.
6. We _____ (indicate the name of the Insurer) 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 the Surety under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) / Supplier(s) / Seller(s) shall have no claim against us for making such payment.
7. We _____ (indicate the name of the Insurer) further agree that the Corporation shall be entitled to invoke the ISB in part, provided that the amount of the invocation shall not exceed the aggregate value of the ISB at any given time. Such partial invocation can be made multiple times, and the Surety shall pay the Corporation the amounts requested, subject to the total sum not exceeding the aggregate value of the ISB. The remaining amount of the ISB shall continue to be valid until the full amount of the ISB has been invoked or the ISB is otherwise discharged in accordance with the terms herein.
8. We, _____ (indicate the name of the Insurer) further agree that the ISB 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 ISB. Unless a demand or claim under this ISB is made on us in writing a letter / e-Mail on or before (expiry date) we shall be discharged from all liability under this ISB thereafter.
9. The liability of the Insurance Company to the Indian Oil Corporation under this Bond/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the vendor/party/Contractor and the Indian Oil Corporation, the vendor/party/Contractor and the Insurance Company and/or the Insurance Company and the Indian Oil Corporation or otherwise howsoever touching or affecting these presents for the liability of the vendor/party/Contractor to the Indian Oil Corporation, and notwithstanding the existence of any instructions or purported instructions by the vendor/party/Contractor or any other person to the insurance Company not to pay or for any cause withhold or defer payment to the Indian Oil Corporation under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Insurance Company shall be and remain liable to make payment to the Indian Oil Corporation in terms hereof.
10. We, _____ (Indicate the name of Insurer) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) / Supplier(s) / Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said Contractor(s) / Supplier(s) / Seller(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) /



Supplier(s) / Seller(s) or forbearance, act or omission on the part of the Corporation or any Indulgence by the Corporation to the said Contractor(s) / Supplier(s) / Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.

11. We, _____ (Indicate the name of Insurer) lastly undertake not to revoke/ amend this ISB during its currency except with the previous consent of the Corporation in writing.

12. Notwithstanding anything contained herein above,

- i. The liability of the Surety under this 158 shall not exceed the amount of Rs. _____ (Rupees only),
- ii. This shall be valid up to _____ (Expiry Date) irrespective of whether or not the original ISB returned to us.
- iii. We are liable to pay the 158 amount or any part thereof under this 158 only and if we receive from the Corporation a written claim or demand on or before _____ (Expiry date) or the date of expiry of any extension (s) thereof if this 158 has been extended.

Dated the _ day of __ 20
For _____
(Indicate the name of Insurer)

Place

Date



Form of Letter from Group / Parent Company in case their Experience credentials are submitted by Bidder

FORMAT OF DECLARATION

(NOTARIAL ATTESTED)

To,
Indian Oil Corporation Limited

.....

.....

Sub. : Tender No. : for the job of

Dear Sir,

The Bid and Techno Commercial Offer No. dated and the Price Bid dated has been submitted by for the subject work. The bidder is the Holding / Affiliate / Subsidiary of [Name of Entity giving this undertaking].

We understand that the bid of, has been evaluated taking into account our experience as a group company subject to our giving an undertaking as hereinafter appearing. Now, therefore, in consideration of the premises aforesaid, we undertake so as to bind also our successors and assigns that of the contract so awarded to the Bidder:

(a) We shall to be and remain Jointly and severally liable with the bidder and bound to you for the due and proper performance of the Work as set out in the Scope of Work under the contract and shall provide the bidder man power, machinery, equipment, technology, skill and expertise available to us to properly perform and complete the Work.

(b) We shall be and remain bound by this undertaking notwithstanding the existence of any inter-se agreement or dispute between the Bidder and us or between the bidder and you.

We hereby confirm that Mr., the undersigned is authorized and competent to issue this letter/ undertaking on our behalf.

Yours faithfully,

For,

FORMAT OF DECLARATION for consortium Bidding

FORMAT OF DECLARATION

(NOTARIAL ATTESTED)

To

Indian Oil Corporation Ltd.

Sub: Tender No: _____ for _____

Dear Sir,

The Bid & Techno Commercial offer no. _____ dated _____ and the Price Bid dated _____ has been submitted by us (Leader) in consortium with _____ (member) for the subject work.

We understand that the bid of _____, has been evaluated taking into account our experience subject to our giving an undertaking as hereinafter appearing. Now, therefore, in consideration of the premises aforesaid, we undertake so as to bind also our successors and assigns that if the Contract is awarded to the Bidder:

(a) We shall to be and remain jointly and severally liable with the member and bound to you for the due and proper performance of the Work as set out in the Scope of Work under the Contract and shall provide the member all necessary support including (but not limited to) providing man power, machinery, equipment, technology, skill and expertise available to us to properly perform and complete the Work.

(b) We shall be and remain bound by this undertaking notwithstanding the existence of any inter-se agreement or dispute between the member and us or between the member and you.

We hereby confirm that Mr. _____ the undersigned is authorized and competent to issue this letter/ undertaking on our behalf.

Yours faithfully,

For _____



**FORMAT FOR COMPLETION CERTIFICATE FROM E.I.C
FOR ARC'S RUNNING UNDER EXTENSION**

Sl. No.	Description	Details to be filled
1	Name of Work	
2	Work Order Number	
3	Work Order Value	
4	Date of Commencement	
5	Contractual Completion Date	
6	Executed Value Upto Contractual Completion	
7	WO extended upto date	

The above details have to be duly certified by EIC/ WO Issuing Company with signature and seal/stamp.

Digital Signature of the Tenderer

CONTRACT NO.: _____**FORM OF CONTRACT AGREEMENT**

THIS CONTRACT made at New Delhi this _____ day of _____, 202__ BETWEEN M/s INDIAN OIL CORPORATION LIMITED, a Government of India undertaking registered in India under the Indian Companies Act, 1956, having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai - 400051 and the office of its Planning & Business Development Division of Indian Oil Corporation Ltd. (Planning & Business Development Division), at 10th Floor, NBCC Complex, Block-2, East Kidwai Nagar, New Delhi-110023 (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the ONE PART

AND

M/s _____ a Company registered in India under _____ (the Indian Companies Act _____) and 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 “_____” (TENDER NO.: _____), E-TENDER ID: _____ 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 the Tenderers along with Addendums/Corrigendums (if any).
- (c) Letter of Acceptance of Tender along with Fax/Telegram of Intent.
- (d) Other details/documents (if any).

1.2 A list of the Tender Documents is annexed hereto as Annexure-A while a copy of the Letter of Acceptance of Tender along with annexure thereto are annexed hereto and said copies have been collectively marked as Annexure-B.



1.3 The Tender Documents mentioned in Annexure-A are available in electronic form at the e-Tender portal under the subject TENDER NO. : _____, E-TENDER ID: _____, these Tender Documents are an integral and valid part of the present Contract.

ARTICLE - 2 WORK TO BE PERFORMED

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

ARTICLE - 3 COMPENSATION

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

ARTICLE - 4 JURISDICTION

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

ARTICLE - 5 ENTIRE CONTRACT

5.1 The Contract documents mentioned in Article - 1 hereof, irrespective of whether they are available or executed electronically or physically, embody the entire Contract between the parties hereto, and the parties declare that in entering 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, or communication sought to be served by the CONTRACTOR on the OWNER with reference to the Contract shall be deemed to have been sufficiently served upon the OWNER (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.

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



ARTICLE-7

WAIVER

7.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at all 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	SIGNED AND DELIVERED For and on behalf of
M/s _____	M/s INDIAN OIL CORPORATION LTD.
By.....	By.....
In the presence of	In the presence of
1.	1.
2.	2.

*(Strike off which is not applicable)

**FORM OF BANK GUARANTEE TO
COVER LUMP SUM ADVANCE (MOBILISATION)**

BG NO: _____
DATED: _____
VALID UPTO _____

To,
INDIAN OIL CORPORATION LIMITED
(Planning & Business Development Division)

Dear Sirs,

WHEREAS Indian Oil Corporation Limited (hereinafter called "the Corporation" which expression shall include its successor and assigns) has awarded to _____ (Name & Address of the Contractor) hereinafter called "the Contractor" which expression shall include its successors and assigns) the work of _____ (Name of the Project/Work) under and in terms of a Contract as evidenced by a Letter of Acceptance No. _____ dated _____ issued by the Corporation to the Contractor read with the relevant Tender Documents (hereinafter collectively called "the Contract" which expression shall include any formal contract entered into between the Corporation and the Contractor in supersession of the said Letter of Acceptance and all amendments and/or modifications therein or in the terms of the said advance as herein stipulated):

AND WHEREAS the Corporation has agreed to advance the Contractor, inter-alia, a sum of Rs. _____ (Rupees _____ only) (hereinafter called "the said Advance"), upon the condition, inter-alia, that the said Advance together with interest thereon at the rate of % (percent) per annum on the amount of the said Advance for the time being outstanding shall without prejudice to any other mode of recovery available to the Corporation be recoverable by the Corporation by deduction from the gross accepted amount of any Running Account Bills and the Final Bill of the Contractor commencing from the first Running Account Bill of the Contractor, and meanwhile, the said Advance shall be secured by an undertaking from a Bank as hereinafter appearing.

We _____ (name) a body corporate registered/constituted under the laws of _____ and having a branch at [Indian branch address with IFSC Code] (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Contractor and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction and without reference to the Contractor, any and all amounts demanded from us by the Corporation with reference to this Undertaking upto _____ an aggregate limit of Rs. _____ (Rupees _____ only) and interest thereon at the rate hereinabove provided.

AND the Bank doth hereby further agrees as follows:-

- i) This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Corporation upon the Bank made up to the midnight of _____ provided that the Bank shall upon the written request of the Corporation made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Corporation.
- ii) The Corporation shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this guarantee/undertaking, at any time and/or from time to time to amend or vary the contract and/or any of the terms and conditions thereof or relative to the said Advance and/or to extend time for

performance of the said contract in whole or part and/or payment of the said Advance in whole or part or to postpone for any time and/or from time to time any of the said obligations of the Contractor and or the rights, remedies or powers exercisable by the Corporation against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract and/or the said Advance, or the securities, available to the Corporation and the Bank shall not be released from its liability under these Presents and the liability of the Bank shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the Contractor or of any other act, matter or thing whatsoever which under any law could (but for this provision) have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.

- iii) The obligations of the Bank to the Corporation hereunder shall be as principal to principal and shall be wholly independent of the Contract and it shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the guarantee/undertaking herein contained shall be enforceable against the Bank as Principal debtor notwithstanding the existence of any undertaking or security for any indebtedness of the Contractor to the Corporation (including relative to the said Advance) and notwithstanding that any such undertaking or security shall at the time when claim is made against the bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
- iv) As between the Bank and the Corporation for the purpose of this undertaking, the amount stated in any claim, demand or notice made by the Corporation on the Bank with reference to this undertaking shall be final and binding upon the Bank as to be the amount payable by the Bank to the Corporation hereunder.
- v) The liability of the Bank to the Corporation under this undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Corporation, the Contractor and/or the Bank and/or the Bank and the Corporation or otherwise howsoever touching or affecting these presents or the liability of the Contractor to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Corporation in terms hereof.
- vi) This undertaking shall not be determined or affected by any change in the constitution of the Bank or that of the Contractor or the Corporation or any irregularity in the exercise of borrowing powers by or on behalf of the Contractor.
- vii) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.
- viii) Notwithstanding anything to the contrary contained herein above:
 - (i) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words) ;
 - (ii) This guarantee/undertaking shall remain in force upto _____ and any extension(s) thereof; and
 - (iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

- ix) Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
- x) The Bank doth hereby declare that Shri _____ who is the _____ (designation) of the Bank is authorised to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

Yours faithfully,

Signature: _____

Name: _____

Designation & Name of the Branch:

Dated: _____

**BANK GUARANTEE IN LIEU OF
EARNEST MONEY DEPOSIT**

BG NO: _____
DATED : _____
VALID UPTO: _____

To,
 Indian Oil Corporation Limited
 (Planning & Business Development Division (P&BD))

Dear Sirs,

In consideration of Indian Oil Corporation Limited (P&BD Division) (hereinafter called "the Corporation" which expression shall include its successors and assigns), having agreed inter alia to consider the tender of _____ (Name of the Tenderer) having its Head Office/Registered Office at _____ (Address of the Tenderer) (hereinafter called the "Tenderer" which expression shall include its successors and assigns), for the work of _____ (Name of the Project/Work) at _____ to be awarded under Tender No. _____ upon the Tenderer furnishing an undertaking from the Bank as hereinafter appearing in lieu of payment of the Earnest Money.

We _____ (name) a body corporate registered/constituted under the laws of _____ and having a branch at [Indian branch address with IFSC Code] (hereinafter called "the Bank" which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to the Corporation, upto an aggregate limit of (Amount in figures and words).

AND THE BANK DOETH HEREBY FURTHER AGREES AS FOLLOWS :

1. This Guarantee/Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the Corporation on the Bank until the Corporation discharges this Guarantee/Undertaking subject, however, that the Corporation shall have no claims under this Guarantee/Undertaking after the midnight of _____ 200__ or any written extension(s) thereof.

PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this guarantee/undertaking shall stand automatically extended for all claims and demands made by the Corporation for further three months.

2. The Corporation shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time any wise to postpone and/or vary any of the powers, rights, and obligations exercisable by the Corporation against the Tenderer and either to enforce or to forbear from enforcing all or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said Earnest Money Deposit or the securities available to the Corporation or any of them and the Bank shall not be released from its liability under these Presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of

releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank specifically waives any and all contrary rights whatsoever.

3. It shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Tenderer to the Corporation and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.

4. The amount stated by the Corporation in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Corporation for the purpose of these Presents be conclusive of the amount payable by the Bank to the Corporation hereunder.

5. The liability of the Bank to the Corporation under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and the Corporation, the Tenderer and the Bank and/or the Bank and the Corporation or otherwise howsoever touching these Presents or the liability of the Tenderer to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Corporation in terms thereof.

6. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Bank or the Corporation.

7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.

8. Notwithstanding anything to the contrary contained herein above:

- (i) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);
- (ii) This guarantee/undertaking shall remain in force upto _____ and any extension(s) thereof; and
- (iii) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

9. Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.

10. The Bank doth hereby declare that Shri _____ who is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

This _____ day of _____ 20____.

Yours faithfully

Signature : _____

Name & Designation: _____

Name of the Branch : _____

**FORM OF BANK GUARANTEE
IN LIEU OF SECURITY DEPOSIT/INITIAL SECURITY DEPOSIT**

BG NO: _____
DATED: _____
VALID UPTO: _____

To,
INDIAN OIL CORPORATION LIMITED
(Planning & Business Development Division (P&BD))

Dear Sirs,

In consideration of Indian Oil Corporation Limited (P & BD Division) assigns), having (hereinafter called "the Corporation" which expression shall include its successors and awarded certain work for and relative to _____ (Name of the Project/Work) to _____ (Name and address of the Contractor) (hereinafter called "the Contractor" which expression shall include its successors and assigns), upon certain terms and conditions inter-alia mentioned in the Corporation's Letter of Acceptance No. _____ dated _____ read with the relative Tender Documents (hereinafter collectively called "the Contract", which expression shall include any formal contract entered into between the Corporation and the Contractor in supersession of the said Letter of Acceptance and all amendments and/or modifications in the contract) inclusive of the condition that the Corporation may accept a Bank Guarantee/Undertaking of a Scheduled Bank in India in lieu of payment of the Initial Security Deposit/Security Deposit as provided for in General Conditions of Contract forming part of the said Tender Documents:

We _____ (name) a body corporate registered/constituted under the laws of _____ and having a branch at [Indian branch address with IFSC Code] (hereinafter called "the Bank" which expression shall include its successors and assigns), at the request of the Contractor and with the intent to bind the Bank and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay to the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction and without reference to this guarantee upto an aggregate limit of Rs. _____ (Rupees _____ only).

AND the Bank doth hereby further agrees as follows :-

- i) This Guarantee/Undertaking shall be a continuing guarantee and shall remain valid and irrevocable for all claims of the Corporation upon the Bank made up to the midnight of _____ provided that the Bank shall upon the written request of the Corporation made upon the Bank at any time within 6 (six) months from the said date extend the validity of the Bank Guarantee by a further 6 (six) months so as to enable claims to be made under this Guarantee by a further 6 (six) months from the said date with the intent that the validity of this Guarantee shall automatically stand extended by a further 6 (six) months upon such request by the Corporation.
- ii) The Corporation shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking, at any time and/or from time to time to amend or vary the Contract and/or any of the terms and conditions thereof or relative to the said Initial Security Deposit/Security Deposit or to extend time for performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the Contractor and/or the powers or remedies exercisable by the

Corporation against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract or the said Initial Security Deposit/Security Deposit or the securities available to the Corporation or any of them and the Bank shall not be released from its liability under these presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Contractor or of any indulgence by the Corporation to the Contractors or of any other act, matter or thing whatsoever which under the law relating to sureties or otherwise which could but for the provision have the effect of releasing the Bank from its liability hereunder or any part thereof and the Bank hereby specifically waives any and all contrary rights whatsoever.

- iii) The obligations of the Bank to the Corporation hereunder shall be as principal to principal and shall be wholly independent of the contract and it shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank notwithstanding the existence of any other Guarantee/undertaking or security for any indebtedness of the Contractor to the Corporation (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
- iv) The amount stated by the Corporation in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Corporation for the purpose of these presents be conclusive of the amount payable by the Bank to the Corporation hereunder.
- v) The liability of the Bank to the Corporation under this Guarantee/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Corporation, the Contractor and the Bank and/or the Bank and the Corporation or otherwise howsoever touching or affecting these presents for the liability of the Contractor to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Corporation in terms hereof.
- vi) The Bank shall not revoke this undertaking during its currency except with the previous consent of the Corporation in writing and also agrees that any change in the constitution of the Contractor or the Bank or the Corporation shall not discharge the Bank's liability hereunder.
- vii) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.
- viii) Notwithstanding anything to the contrary contained herein above:
 - (a) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words) ;
 - (b) This guarantee/undertaking shall remain in force upto _____ and any extension(s) thereof; and
 - (c) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank

on or before _____ or the date of expiry of any extension(s) thereof if this guarantee/undertaking has been extended.

- (ix) The Bank doth hereby declare that Shri _____ (Name of the person signing on behalf of the Bank) who is _____ (his designation), is authorised to sign this undertaking on behalf of the Bank and to bind the Bank hereby.
- (x) Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.

Dated this _____ day of _____ 200__.

Yours faithfully,

Signature : _____
Name & Designation: _____
Name of the Branch: _____
Dated : _____

**PROFORMA OF BANK GUARANTEE
(IMPORTED RAW MATERIALS)**

Indian Oil Corporation Limited,
(Planning & Business Development Division)

Dear Sirs,

WHEREAS:

(i) Indian Oil Corporation Limited (hereinafter called "the Corporation" which expression shall include its successors and assigns) has awarded to

M/s. _____
(Name)

(Constitution)

(Address)

(hereinafter called "the Contractor" which expression shall include *its/*his/ *their successors and assigns/*executors, administrators, representative and assigns) a contract for the fabrication of _____ on terms and conditions set out, interalia in the Corporation's _____ Order No. _____ dated _____ to the Contractor (hereinafter collectively referred to as "the said contract" which expression shall include all amendments, modifications and/or variations therein or of);

(ii) The Corporation has agreed to supply to the Contractor imported raw material/components for incorporation in fabrication by the Contractor as aforesaid (the components/imported raw material to be supplied by the Corporation to the Contractor for the said fabrication hereinafter for the sake of brevity referred to as "the said imported material" which expression shall include any item, thing, or component that the same is fabricated into and any semi-fabricated material and material in the course of fabrication) upon the condition, interalia, that pending fabrication and delivery at job-site of the completed fabricated work(s) incorporating the said imported material, the said imported material shall be under the custody and charge of the Contractor and shall be kept, stored, altered, worked upon and/or fabricated at the sole risk and expense of the Contractor;

(iii) As a pre-condition to the supply of the said imported material by the Corporation to the Contractor, the Corporation has required the Contractor to furnish to the Corporation an undertaking from an approved Bank in the manner and upon terms and conditions hereinafter indicated:

NOW THEREFORE, in consideration of the premises aforesaid and at the request of the Contractor, We _____ (name) a body corporate registered/constituted under the laws of _____ and having a branch at [Indian branch address with IFSC Code] (hereinafter called the Bank" which expression shall include its successors and assigns) hereby irrevocably and unconditionally undertake to indemnify and keep indemnified the Corporation from and against all loss, damage and destruction whatsoever (inclusive but not limited to any or all loss or damage or destruction to or of the said imported material or any item or part or component thereof by theft, fire, flood, storm, tempest, lightning, explosion, storage chemical or physical action or reaction, bending, warping, exposure, rusting, faulty workmanship, faulty fabrication or faulty method or technique of fabrication, riot, commotion, strike, lock-out or other act of omission commission whatsoever within or beyond the control of Contractor, misuse and misappropriation by the Contractor and the Contractor's servants and/or agents whatsoever to, or in the said imported material or any part or item or component thereof between the date that the same or relative part or item thereof was supplied to the Contractor upto a until the date of return to the Corporation of the said imported material or relative part of item thereof or completed fabricated work(s) incorporating

the said imported material AND undertake to pay to the Corporation at New Delhi forthwith on first demand in writing with reference to this undertaking without protest or demur or proof or satisfaction the value of the said imported material or item or part thereof lost, damaged, destroyed, misused and/or misappropriated as the case may be, inclusive of all the Corporation's cost, charges and expenses (including but not limited to handling, transportation, cartage, insurance freight, packing and inspection costs and/or expenses) as specified in the said demand upto an aggregate limit of Rs. _____ (Rupees _____ only).

AND the Bank hereby agrees with the corporation that:

(i) This indemnity/undertaking shall remain valid and irrevocable until the settlement of all claims of the Corporation arising hereunder;

(ii) This Indemnity/Undertaking shall be in addition to any other indemnity/undertaking or guarantee or security whatsoever that the Corporation may now or at any time anyway have in relation to the Contractor's obligation/liabilities under and/or in connection with the said Contract inclusive for the said imported material, and the Corporation shall have full authority to take recourse to or enforce this indemnity/undertaking in preference to any other indemnity/undertaking or security(ies) at its sole discretion, and no failure on the part of the Corporation in enforcing or requiring enforcement of any security shall have the effect of releasing the Bank from its full liability hereunder;

(iii) The Corporation shall be at liberty without reference to the Bank and without affecting the full liability of the Bank hereunder to take any other indemnity/undertaking or security in respect of the Contractor's obligations and/or liabilities under or in connection with the said Contract inclusive of the said imported material and to vary the terms vis-a-vis the Contractor of the said contract or to grant time and/or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices or the total contract value of the quantity or quality, description or value of the said imported material or to release or to forebear from enforcing all or any of the rights of the Corporation or obligations of the Contractor under the said contract (including in respect of the said imported material) and/or the remedies of the corporation under any security(ies) now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s), increase(s), or other indulgence(s), or arrangement(s) with the Contractor or release of forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Corporation hereunder or of anyway prejudicing rights of the Corporation against Bank and the Bank hereby waives all rights, if any, at any time inconsistent with the terms of this Indemnity/Undertaking.

(iv) This Indemnity/Undertaking shall not be determined or affected by the liquidation or windingup, dissolution, or change of constitution or insolvency of the Contractor, and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reason of any dispute or disputes having been raised by the Contractor (whether or not pending before any arbitrator officer, Tribunal or Court) or any denial of liability by the Contractor or any other order or communication whatsoever by the Contractor stopping or preventing or purporting to stop or prevent any payment by the Bank to the Corporation in terms hereof;

(v) The mere statement or allegation made by or on behalf of the Corporation in any notice or demand or other writing addressed to the Bank as to any of the said imported material or item or part thereof supplied to the Contractor having been lost, damaged, destroyed misused or misappropriated while in the custody of the Contractor and/or prior to completion or delivery of the completed fabricated work(s) incorporating the said imported material & delivery to job site thereof shall as between the Bank & the corporation be conclusive of the position of the final imported material or item or part thereof has been supplied to the contractor and or the loss, damage, destruction, misuse or misappropriation thereof, as the case may be, while in the custody of the Contractor and/or prior to the completion of the completed fabricated work(s) and delivery to job site thereof without necessity on the part of the Corporation to produce any documentary proof or other evidence whatsoever in support or proof thereof.

(vi) The amount stated in any notice of demand addressed by the Corporation to the Bank as to the value of any of the said imported material lost, damaged, destroyed or

misused or misappropriated, or of the costs, charges and/or expenses incurred by the Corporation in connection therewith shall as between the Bank and the Corporation be conclusive of the value of such said imported material and the said costs, charges and expenses as also of the amount liable to be paid by the Bank to the Corporation in terms and for the purpose hereof, without necessity for the Corporation to produce any voucher bill or other documentation or evidence whatsoever in support or proof thereof.

vii) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.

viii) Notwithstanding anything to the contrary contained herein above:

(a) The Bank's liability under this guarantee/undertaking shall not exceed (Amount in figures & words);

(b) This guarantee/undertaking shall remain in force upto and any extension(s) thereof, and

(c) The Bank shall be released and discharged from all liability under this guarantee/undertaking unless a written claim or demand is issued to the Bank on or before _____ or the date of expiry of any extension (s) thereof if this guarantee/ undertaking has been extended.

(ix) The Bank doth hereby declare that Shri _____ who is the (D e s i g n a t i o n) of the Bank is authorised to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

(x) Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.

Yours faithfully,

Signature _____

Name and Designation: _____

Name of the Bank: _____

ReF :

Dated

To,

Sub:

Dear Sir

Declaration by Indian Oil Corporation Limited

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

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

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

Yours faithfully,

For and on behalf of IndianOil Corporation Limited

(Authorized Signatory)

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

Covering Letter required to be signed and submitted by the tenderer

Ref :

Dated:

To,

IndianOil Corporation Limited

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

Dear Sir

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

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

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

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

Yours faithfully,

(Duly authorized Signatory of the Bidder)

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

(To be executed on plain paper and submitted along with Technical Bid)

IOCL BD Division

Tender no. :

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of _____
2023

BETWEEN

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

And

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

Preamble

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

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

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal/Owner will, during the Tender process treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

- c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of

competition or personal gain), or pass on to others, any information or document provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. Further, if an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. Copy of CVC guidelines dated 13/01/2012 is annexed hereto as **Annexure A**.

e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per Proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

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

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

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

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

2. The Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right to resort to and impose such exclusion.
3. Apart from the above, the Principal/Owner may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

Article 4-Consequences of Breach

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

- 1) **Forfeiture of EMD/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated the Contract or has accrued the right to terminate the Contract according to Article 3, the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the Earnest Money Deposit/ Bid-Security amount of the Bidder/Contractor.
- 2) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of PC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to the Chief Vigilance Officer.

Article 5- Previous Transgression

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

- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted \recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

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

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

Article 7 -Independent External Monitors (IEMs)

- 1) The Principal/Owner has appointed competent and credible Independent External Monitor(s) (IEMs) for this Pact. The task of the Monitors is to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 2) The IEMs are not subject to instructions by the representatives of the parties and perform their functions neutrally and independently. They report to the Chairman, Indian Oil Corporation Limited.

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

Article 8- Duration of the Pact

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

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

Article 9-Other Provisions

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

Article 10- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed

to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

L

(signature, name and address)

2.

(signature, name and address)

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

**FORM OF INSURANCE SURETY BOND
IN LIEU OF EARNEST MONEY DEPOSIT**
(On non-judicial stamp paper of appropriate value)

SURETY BOND NO: _____

DATED: _____

VALID UPTO: _____

To,
Indian Oil Corporation Limited
(Refineries Division)

[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. [Address]....., (hereinafter called the "Corporation", which expression shall include its successors and assigns) having agreed inter alia to consider the tender of _____ (Name) _____, (Constitution) _____ (Address) _____ (hereinafter or referred to as the "Tenderer" which expression shall wherever the subject context so permits include its successors and assigns) for supply of materials to be awarded under Tender No. _____ upon the Tenderer furnishing an undertaking from the Surety Insurer as hereinafter appearing in lieu of payment of the Earnest Money.

We _____ (name of Surety Insurer) a body corporate registered / constituted under the laws of Insurance Regulatory and Development Authority of India (IRDAI) and having a branch at [branch address] (hereinafter called "the Surety Insurer" which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Surety Insurer and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to the Corporation, for an amount of Rs. _____ (Rupees _____) only

AND THE Surety Insurer DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. The amount stated by the Corporation in any demand, claim or notice made or given with reference to this Surety Bond shall as between the Surety Insurer and the Corporation for the purpose of this Surety Bond be conclusive of the amount payable by the Surety Insurer to the Corporation hereunder.
2. This Surety Bond shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or by any change in the legal constitution of the Surety Insurer or the Corporation.
3. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Surety Insurer either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Surety Insurer mentioned in the Surety Bond.

4. Notwithstanding anything to the contrary contained herein above:
- i. The Surety Insurer's liability under this Surety Bond shall not exceed Rs. _____ (Rupees _____ only).
 - ii. This Surety Bond shall remain in force upto (fill in date) and any extension(s) thereof; and
 - iii. The Surety Insurer shall be released and discharged from all liability under this Surety Bond unless a written claim or demand is issued to the Surety Insurer on or before the midnight of and if extended, the date of expiry of the last extension of this Surety Bond.
5. Our Surety Bond will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
6. The Surety Insurer doth hereby declare that Shri [designation] is authorised to sign this Surety Bond on behalf of the Surety Insurer and to bind the Surety Insurer thereby.

Yours faithfully,

Signature: _____

Name & Designation: _____

Name of the Branch: _____

.....

NOTES:

1. The Surety Bond in lieu of Earnest Money Deposit shall be strictly as per above proforma and shall be through an insurer registered under Insurance Regulatory and Development Authority of India (IRDAI) operating in India.
2. The Surety Bond shall be typed on stamp paper applicable to an agreement in the State in which the Surety Bond is issued.
3. This Surety Bond shall be sent by the Surety Insurer directly to:- Dy. General Manager (Materials), IOCL (Refineries Division)].

[PROFORMA OF INSURANCE SURETY BOND (PERFORMANCE)]
(On non-judicial stamp paper of appropriate value)

To
Indian Oil Corporation Ltd.[Address]

Dear Sirs,

In consideration of the Indian Oil Corporation Ltd. (hereinafter called the "Corporation" which expression shall include its successors and assigns) having awarded to [Name], [Constitution] [Address] (hereinafter referred to as the "Supplier" which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract in terms interalia, of the Corporation(s) Purchase Order No. [] dated (hereinafter referred to as the "Contract") upon the condition of the Supplier's furnishing security in lieu of cash deposit for the Performance of the Supplier's obligations and/or discharge of the Supplier's liabilities under and/or in connection with the said Supply Contract up to a sum of Rs [] [Rupees _____] only amounting to __% (___ percent) of the total contract value.

We _____ (name of Surety Insurer) a body corporate registered/constituted under the laws of Insurance Regulatory and Development Authority of India (IRDAI) and having a branch at [branch address] (hereinafter called "the Surety Insurer" which expression shall include its successors and assigns) with the intent to bind the Surety Insurer and its successors and assigns, hereby undertake to pay the Corporation at New Delhi on first demand in writing without protest or demur or proof or satisfaction or condition and without reference to the Supplier, any and all amounts from time to time demanded by the Corporation from the Surety Insurer with reference to this Surety Bond up to an aggregate limit of Rs. [] only or [Rupees].

AND THE Surety Insurer DOTH HEREBY FURTHER AGREE AS FOLLOWS:

1. This Surety Bond shall be in addition to any other guarantee or surety bond or any other security whatsoever that the Corporation may now or at any time anyway have in relation to the Supplier's obligations and/or liabilities under and/or in connection with the Contract and the Corporation shall have full authority to take recourse to or reinforce this Surety Bond in preference to the other guarantee(s) or security(ies) or Surety Bond at its discretion, and no failure on the part of the Corporation in enforcing or requiring enforcement of any other guarantee or surety bond or security shall have the effect of releasing the Surety Insurer from its full liability hereunder.
2. The Corporation shall be at liberty without reference to the Surety Insurer and without affecting the full liability of the Surety Insurer hereunder to take any other security in respect of the Supplier's obligation(s) and/or liability(ies) under/or in connection with the Contract and/or to vary the terms vis-a-vis the Supplier of the Contract and/or to grant time and/or indulgence to the Supplier or to reduce or to increase or otherwise vary the prices or the total contract value or to release or to forebear from enforcement of all or any of the obligations of the Supplier under the Contract and/or the remedies of the Corporation under any other guarantee(s) or security(ies) or surety bond now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s) or other indulgence(s) or arrangement(s) with the Supplier or release or forbearance

whatsoever shall have the effect of releasing the Surety Insurer from its full liability to the Corporation hereunder or of prejudicing the rights of the Corporation against the Surety Insurer.

3. This Surety Bond shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Surety Insurer or of the Corporation.
4. The Surety Insurer hereby waives all rights at any time inconsistent with the terms of this Surety Bond and the obligations of the Surety Insurer in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Surety Insurer to the Corporation in terms hereof.
5. Notwithstanding anything to the contrary contained herein above:
 - a) The Surety Insurer's liability under this Guarantee/Undertaking shall not exceed (currency in figures) (currency in words only)
..;
 - b) This Surety Bond shall remain in force upto (here put the entire period required for the performance of the Contract and the defect liability period plus 3 (three) months) and any extension(s) thereof; and
 - c) The Surety Insurer shall be released and discharged from all liability under this Surety Bond unless a written claim or demand is issued to the Surety Insurer on or before _____ and if extended, the date of expiry of the last

extension of this Surety Bond.
6. Our Surety Bond will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Surety Insurer either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Surety Insurer mentioned in the Surety Bond.
8. The Surety Insurer doth hereby declare that Mr. _____ [name & designation of the person authorised to sign on behalf of the Surety Insurer] is authorised to sign this Surety Bond on behalf of the Surety Insurer and to bind the Surety Insurer thereby.

Yours faithfully,
(Authorised Signature)
NAME & DESIGNATION

NAME OF THE Surety Insurer

(THIS FORMAT IS FOR CONTRACTS SECTION)

INSURANCE SURETY BOND IN LIEU OF EARNEST MONEY DEPOSIT

SURETY BOND NO:
DATED :
VALID UPTO:

To,

Indian Oil Corporation Limited
(Refineries Division)

Dear Sirs,

In consideration of Indian Oil Corporation Limited (Refineries Division) (hereinafter called "the Corporation" which expression shall include successors assigns), having agreed inter alia to consider the tender of _____ (Name of the Tenderer) having its Head Office/Registered Office at _____ (Address of the Tenderer) (hereinafter called the "Tenderer" which expression shall include its successors and assigns), for the work of _____ (Name of the Project/Work) at _____ to be awarded under Tender No. _____ upon the Tenderer furnishing an undertaking from the Surety Insurer as hereinafter appearing in lieu of payment of the Earnest Money.

We _____ (name of Surety Insurer) a body corporate registered/constituted under the laws of Insurance Regulatory and Development Authority of India (IRDAI) and having a branch at [branch address Code] (hereinafter called "the Surety Insurer" which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Surety Insurer and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to the Corporation, upto an aggregate limit of (Amount in figures and words).

AND THE Surety Insurer DOTH HEREBY FURTHER AGREES AS FOLLOWS :

1. This Surety Bond shall be a continuing Bond and shall remain in full force and effect for all claims or demands made by the Corporation on the Surety Insurer until the Corporation discharges this Surety Bond subject, however, that the Corporation shall have no claims under this Surety Bond after the midnight of _____200__ or any written extension(s) thereof.

PROVIDED that if the aforesaid work tendered for or any part thereof shall be awarded to the Tenderer on or before the said date, whether on the basis of accompanying tender or any other basis, then the validity of this Surety Bond shall stand automatically extended for all claims and demands made by the Corporation for further three months.

2. The Corporation shall have the fullest liberty without reference to the Surety Insurer and without affecting in any way the liability of the Surety Insurer under this Surety Bond at any time and/or from time to time any wise to postpone and/or vary any of the powers, rights, and obligations exercisable by the Corporation against the Tenderer and either to enforce or to forbear from enforcing all or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said Earnest Money Deposit or the securities available to the Corporation or any of them and the Surety Insurer shall not be

released from its liability under these Presents and the liability of the Surety Insurer hereunder shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Surety Insurer from all or any of its obligations hereunder or any part thereof, and the Surety Insurer specifically waives any and all contrary rights whatsoever.

3. It shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Tenderer to the Corporation and notwithstanding that any such security shall at the time when claim is made against the Surety Insurer or proceedings taken against the Surety Insurer hereunder, be outstanding or unrealised.

4. The amount stated by the Corporation in any demand, claim or notice made with reference to this guarantee shall as between the Surety Insurer and the Corporation for the purpose of these Presents be conclusive of the amount payable by the Surety Insurer to the Corporation hereunder.

5. The liability of the Surety Insurer to the Corporation under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and the Corporation, the Tenderer and the Surety Insurer and/or the Surety Insurer and the Corporation or otherwise howsoever touching these Presents or the liability of the Tenderer to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Surety Insurer not to pay or for any cause withhold or defer payment to the Corporation under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Surety Insurer shall be and remain liable to make payment to the Corporation in terms thereof.

6. This Surety Bond shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Surety Insurer or the Corporation.

7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Surety Insurer either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Surety Insurer mentioned in the Surety Bond.

8. Notwithstanding anything to the contrary contained herein above:

(i) The Surety Insurer's liability under this Surety Bond shall not exceed (amount in figures & words);

(ii) This Surety bond shall remain in force upto_____and any extension(s) thereof; and

(iii) The Surety Insurer shall be released and discharged from all liability under this Surety Bond unless a written claim or demand is issued to the Surety Insurer on or before_____or the date of expiry of any extension(s) thereof if this Surety Bond has been extended.

9. Our Surety Bond will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.

10. The Surety Insurer doth hereby declare that Shri_____who is authorised to sign this Surety Bond on behalf of the Surety Insurer and to bind the Surety Insurer thereby.

This_____day of_____20_____.

Yours faithfully Signature : _____

Name & Designation: _____

Name of the Branch : _____

**FORM OF INSURANCE SURETY BOND
IN LIEU OF SECURITY DEPOSIT/INITIAL SECURITY
DEPOSIT**

SURETY BOND NO:_____
DATED:_____
VALID UPTO:_____

To

,
INDIAN OIL CORPORATION
LIMITED (Refineries Division)

Dear Sirs,

In consideration of Indian Oil Corporation Limited (Refineries Division) assigns), having (hereinafter called "the Corporation" which expression shall include its successors and awarded certain work for and relative to _____ (Name of the Project/Work) to _____ (Name and address of the Contractor) (hereinafter called "the Contractor" which expression shall include its successors and assigns), upon certain terms and conditions inter-alia mentioned in the Corporation's Letter of Acceptance No. _____ dated _____ read with the relative Tender Documents (hereinafter collectively called "the Contract", which expression shall include any formal contract entered into between the Corporation and the Contractor in supersession of the said Letter of Acceptance and all amendments and/or modifications in the contract) inclusive of the condition that the Corporation may accept a Surety Bond of an Insurer registered under Insurance Regulatory and Development Authority of India (IRDAI) in India in lieu of payment of the Initial Security Deposit/Security Deposit as provided for in General Conditions of Contract forming part of the said Tender Documents:

We _____ (name of Surety Insurer) a body corporate registered/constituted under the laws of Insurance Regulatory and Development Authority of India (IRDAI) and having a branch at [branch address] (hereinafter called "the Surety Insurer" which expression shall include its successors and assigns), at the request of the Contractor and with the intent to bind the Surety Insurer and its successors and assigns, do hereby unconditionally and irrevocably undertake to pay to the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction and without reference to this guarantee up to an aggregate limit of Rs. _____ (Rupees _____ only). AND the Surety Insurer doth hereby further agrees as follows:-

- i) This Surety Bond shall be a continuing Bond and shall remain valid and irrevocable for all claims of the Corporation upon the Surety Insurer made up to the midnight of provided that the Surety Insurer shall upon the written request of the Corporation made upon the Surety Insurer at any time within 6 (six) months from the said date extend the validity of the Surety Bond by a further 6 (six) months so as to enable claims to be made under this Bond by a further 6 (six) months from the said date with the intent that the validity of this Bond shall automatically stand extended by a further 6 (six) months upon such request by the Corporation.
- ii) The Corporation shall have the fullest liberty without reference to the Surety Insurer and without affecting in any way the liability of the Surety Insurer under this Surety

Bond, at any time and/or from time to time to amend or vary the Contract and/or any of the terms and conditions thereof or relative to the said Initial Security Deposit/Security Deposit or to extend time for performance of the said Contract in whole or part or to postpone for any time and/or from time to time any of the obligations of the Contractor and/or the powers or remedies exercisable by the Corporation against the Contractor and either to enforce or forbear from enforcing any of the terms and conditions of or governing the said Contract or the said Initial Security Deposit/Security Deposit or the securities available to the Corporation or any of them and the Surety Insurer shall not be released from its liability under these presents and the liability of the Surety Insurer hereunder shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of time being given to the Contractor or any other forbearance, act or omission on the part of the Contractor or of any indulgence by the Corporation to the Contractors or of any other act, matter or thing whatsoever which under the law relating to sureties or otherwise which could but for the provision have the effect of releasing the Surety Insurer from its liability hereunder or any part thereof and the Surety Insurer hereby specifically waives any and all contrary rights whatsoever.

- iii) The obligations of the Surety Insurer to the Corporation hereunder shall be as principal to principal and shall be wholly independent of the contract and it shall not be necessary for the Corporation to proceed against the Contractor before proceeding against the Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer notwithstanding the existence of any other Bond or security for any indebtedness of the Contractor to the Corporation (including relative to the said Security Deposit) and notwithstanding that any such undertaking or security shall at the time when claim is made against the Surety Insurer or proceedings taken against the Surety Insurer hereunder, be outstanding or unrealised.
- iv) The amount stated by the Corporation in any demand, claim or notice made with reference to this guarantee shall as between the Surety Insurer and the Corporation for the purpose of these presents be conclusive of the amount payable by the Surety Insurer to the Corporation hereunder.
- v) The liability of the Surety Insurer to the Corporation under this Bond shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Contractor and the Corporation, the Contractor and the Surety Insurer and/or the Surety Insurer and the Corporation or otherwise howsoever touching or affecting these presents for the liability of the Contractor to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Contractor or any other person to the Surety Insurer not to pay or for any cause withhold or defer payment to the Corporation under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Bank shall be and remain liable to make payment to the Corporation in terms hereof.
- vi) The Surety Insurer shall not revoke this undertaking during its currency except with the previous consent of the Corporation in writing and also agrees that any change in the constitution of the Contractor or the Surety Insurer or the Corporation shall not discharge the Surety Insurer's liability hereunder.
- vii) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Surety Insurer either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Surety Insurer mentioned in the Surety Bond.

viii) Notwithstanding anything to the contrary contained herein above:

- (a) Surety Insurer's liability under this Surety Bond shall not exceed (amount in figures & words);
- (b) This *Surety Bond* shall remain in force upto _____ and any extension(s) thereof; and
- (c) The Surety Insurer shall be released and discharged from all liability under this *Surety Bond* unless a written claim or demand is issued to the Surety Insurer on or before _____ or the date of expiry of any extension(s) thereof if this Bond has been extended
- (ix) The Surety Insurer doth hereby declare that Shri _____ (Name of the person signing on behalf of the Surety Insurer) who is _____ (his designation), is authorised to sign this Bond on behalf of the Surety Insurer and to bind the Surety Insurer hereby

Dated this _____ day of _____ 200__.

Yours faithfully,

Signature :

Name & Designation: _____

Name of the

Branch: _____

Dated : _____

