



## **PART-B**

Version: 5.0 (NIC) Date: 14.10.2025

# **GENERAL TERMS , COMMERCIAL CONDITIONS AND DECLARATIONS**

## **FOR NIC PORTAL**

**MODIFICATION DESCRIPTION**

<b>Date</b>	<b>Description</b>
03.11.2022	<b><u>Version 1.0: Rolled Out</u></b> <i>Compilation of General Terms &amp; Conditions of Tender and Declarations</i>
16.02.2023	<b><u>Version 2.0: Updates</u></b> 1. <i>Electronic/Digital mode of payments related to Earnest Money Deposit and Security Deposit</i> 2. <i>Revision in Holiday Listing Guideline</i>
20.02.2024	<b><u>Version 3.0: Updates</u></b> 1. <i>Changes as per internal guidelines in compliance of DOE OM dated 18.05.2023 for Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017</i> 2. <i>Annexure J in line with above guidelines.</i> 3. <i>Bid Security Declaration validity.</i> 4. <i>MSE Purchase preference and Related Changes</i> 5. <i>Revision in Integrity Pact</i> 6. <i>Inclusion of Interest Prohibition clause</i> 7. <i>Changes in PBG/SD in line with amendment in Rule 171(i) of GFR vide DOE, MOF OM dated 01.01.2024</i>
07.11.2024	<b><u>Version 4.0: Updates</u></b> 1. <i>Changes as per MoPNG Letter No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dt 26.04.2022 &amp; 26.03.2024 and subsequent revision vide DPIIT Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II Dated 19.07.2024 circulated vide MOPNG Letter No. No.: FP-20013/24/2017-FP-PNG (E-17013) Dated 21.08.2024 in respect of PPP-MIII order.</i> 2. <i>Annexure J in line with above guidelines.</i> 3. <i>Inclusion of AMRCD (Administrative Mechanism for Resolution of CPSE's Dispute) Clause</i>
14.10.2025	<b><u>Version 5.0: Updates</u></b> 1. <i>Changes in Formats for Insolvency</i> 2. <i>Introduction of Insurance Surety Bond as security</i> 3. <i>Incorporation of guidelines on Safety Policy for Contract Workers</i> 4. <i>Arbitration and Mediation clauses as per DPE O.M. No. F.1/2/2024-PPD dated 03.06.2024 circulated to CPSEs on 13.09.2024</i> 5. <i>Inclusion of Conciliation Clauses</i> 6. <i>Inclusion of Explanatory Notes on Annualized Experience Value</i> 7. <i>Changes in Formats for EMD &amp; Security Deposit / Performance security</i>

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**NOTE: Bidder to refer NIT in Technical bid (Part-A) and other attachments of Part-A including following per as per requirement / scope of tender.**

1. **Special Terms and Conditions (STC)**
2. **General Conditions of Contract (GCC)- (For Services/Works Tender)**
3. **General Terms & Conditions (For Goods Tender)**
4. **General Conditions of Contract for Supply of Equipment/ Materials- (For Goods Tender)**

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**SECTION - 1**  
**Important Guidelines to Tenderers**

- 1) Bidders are requested to carefully study all the documents/Annexure and understand the conditions, specifications etc before quoting their rates. Offers should strictly be in accordance with the tender terms & conditions and our specifications. Indian Oil Corporation Limited reserves the right to cancel the tender without assigning any reason.
- 2) Bidders are requested to go through the “Special Instruction to the Bidders (SITB)” provided in the IOCL E-Tendering site <https://iocletenders.nic.in>.
- 3) It is mandatory for every tenderer to provide all the information as set out in the tender document irrespective of their earlier association with Indian Oil Corporation Limited. Any conditional / incomplete offer or failure to follow above instructions may lead to disqualification.
- 4) The Bidders shall upload legible scanned copy of necessary documents in support of required qualification and experience along with their offer as per instruction given in the Special Instructions to Bidders.
- 5) Unless otherwise specified in the Bid Document, all documents submitted by the bidder in support of eligibility, qualification, and other criteria shall be valid as on the last date and time of bid submission as specified in the Notice Inviting Tender (NIT), including any extensions thereof. Documents that have expired or are not in force as on the bid submission deadline shall be considered invalid for evaluation purposes.

In case the bid submission deadline is extended, the validity of documents shall be reckoned with respect to the revised last date and time of bid submission.

- 6) Physical/Manual Bids shall not be accepted. Bids shall be accepted only through E-Tendering portal. No manual bid shall be permitted along with electronic bids. In case of receipt of manual bids apart from specifically requested offline documents in the tender, same shall be returned to the bidder. Additional documents received through email shall not be considered for the purpose of evaluation, unless specifically advised by the Tender Issuing Authority.
- 7) The bidder should ensure that every endeavour has been made to avoid errors which can materially affect the basis of the tender, and the successful bidder shall take upon himself and provide for risk of any error which may subsequently be discovered and shall make no subsequent claim on account thereof.
- 8) Tenderers are advised not to send or upload un-necessary / unsolicited documents. The same will not be evaluated.
- 9) Bids should be submitted as under:  
**Part-I: Technical Bid** complete with all technical and commercial details and documents other than price shall be submitted essentially containing the documents in ‘List of documents to be uploaded by the Bidder’. Price should not be disclosed in technical bid. Price quoted in Price bid section shall only be considered valid.

**Part-II: “Price Bid”** This part shall have only Price Schedule (BOQ/Bill of Quantity) with prices duly filled in. Prices shall be filled in the price bid format (excel sheet) provided with the tender documents (i.e., uploaded on the website by IOCL).

- 10) Tenderers to note that price must be quoted only in the price schedule (BOQ/BILL OF QUANTITY) document.
- 11) Notwithstanding the subdivisions of the tender document into several sections and volumes, every part of each shall be deemed to be supplementary of every other part and shall be read with and into the contract so far as it may be practicable to do so.
- 12) Canvassing for information or submission of forged or false documents / information by any Bidder shall make the offer invalid. In addition, action shall also be taken by Indian Oil Corporation Limited for forfeiture of EMD as well as putting the Bidder on Holiday list.
- 13) Indian Oil Corporation Limited reserves the right to revise / extend any Date / Time from scheduled timelines of published tender.
- 14) Any Addendum/ Corrigendum/ Sale Date Extension in respect of the tender shall be issued on the E-Tendering Portal (<https://iocletenders.nic.in>) only & no separate notification shall be issued in the press. Bidders are therefore requested to regularly visit the E-Tendering Portal to keep themselves updated.
- 15) Any query with regard to rejection of the bid may be forwarded to the Contact Person/ Tender Inviting Authority mentioned in NIT.
- 16) If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, and suitable penal action taken which may include EMD forfeiture (if any) and / or holiday listing action as per the discretion of IOCL.
- 17) Bidders to quote competitive prices considering the fact that price negotiations, if required, may be held with them. However, negotiation may be held with the lowest / deemed lowest bidder only.
- 18) 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.

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## **SECTION - 2**

### **Instructions to Tenderer and Particular Conditions of Contract**

#### **1. Study of Tender Documents:**

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

#### **2. Pre-Bid Conference:**

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

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

Sl. No.	Ref of Page No.	Tender Document		Subject	Clarification
		Cl. No.	Para No.		
(1)	(2)	(3)	(4)	(5)	(6)

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

#### **3. Filling of Tender Documents:**

- 3.1 The tenderer shall quote the rates for all the items in the price bid only.
- 3.2 Tenderer must distinctly understand that they will be strictly required to conform to the conditions of this contract as contained in each of its clauses and the plea of CUSTOM PREVAILING will not on any account be admitted as an excuse on their part for infringement of any of the conditions.
- 3.3 Tender submission should be strictly in accordance with specifications and other tender documents.
- 3.4 Any offer which does not comply with the tender conditions or contains counter conditions may be treated as invalid.
- 3.5 “Submission of physically signed and scanned or digitally signed single page declaration in Tender Acceptance Format i.e., “Undertaking by the Tenderers” will be considered total acceptance of the terms and conditions of the tender.”

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

#### **4. Submission of Tenders:**

- 4.1 The Technical Bid, Price Bid and subsequent communications if any have to be digitally signed and uploaded on the website before due date and time of tender submission. However, documents like BG against EMD (if applicable) have to be submitted offline. Indian Oil Corporation Limited shall not be responsible in any way for failure on the part of the bidder to follow the instructions.
- 4.2 The submission of online bid as well as submission of physical documents shall be up to time as specified in NIT.
- 4.3 It is mandatory for every tenderer to provide all the information as set out in the tender document irrespective of their earlier association with Indian Oil Corporation Limited. Any conditional / incomplete offer or failure to follow above instructions shall lead to disqualification.
- 4.4 In all cases of electronic tendering, bidder shall declare: "The bidder declares that none of the e-documents have been tampered with. In case of tampering of e-documents, the bid shall be rejected outright and EMD, if applicable, forfeited without prejudice to any other rights or remedies available to IOCL." Bidders shall be required to submit PROFORMA OF TENDER NOT TAMPERED (ANNEXURE-D) to this effect.

#### **5. Opening of Bids:**

- 5.1 Technical bids shall be opened on or after specified date and time mentioned in NIT.
- 5.2 Price Bid of the technically qualified tenderers shall be opened on specified date and time as advised to the qualified tenderers.



## 6. Earnest Money Deposit (EMD):

### 6.1 Mode of payment of Earnest Money:

- i) Up to Rs. 1,00,000/-
  - a) Online submission (IMPS/NEFT/ Net Banking) in case of E-Tenders.
- ii) Above Rs. 1,00,000/-
  - a) Online submission (IMPS/NEFT/ Net Banking) in case of E-Tenders.
  - b) Bank Guarantees in IOCL prescribed format and valid for period specified in the tender. The validity of the BG in lieu of EMD shall be 03 (three) months beyond the validity of the tender.
  - c) Insurance Surety Bond (ISB) in the IOCL prescribed format, by insurer registered with IRDAI in India is also acceptable to IOCL. The validity of the ISB in lieu of EMD shall be 3 (three) months beyond the validity of the tender. Only Indian bidders can submit the ISBs. ISB should be irrevocable and unconditional and without recourse / reference to the bidder.
- iii) EMD from foreign bidder shall be obtained in the form of online payment through ePayone Portal (INR) or BG (INR/USD) In the case of submission of BG, BG issuing Bank should be in line with the clause no. 8 to Part B (CONDITION(s) FOR BANK GUARANTEE (BG)). Bidder can remit Earnest money by way of SWIFT transfer also (USD). Remittance information should contain name of the Tenderer.
- iv) Earnest Money shall not be accepted in the form of cash / cheques / Demand Draft / Banker's Cheque.

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

In case of Bank Guarantee (BG) / Insurance Surety Bond (ISB) for E-Tenders, bidder will upload scanned copy of BG as exemption document. Original BG / ISB in physical form duly enclosed in a sealed envelope (Super-scribed with "Offline EMD", Bidder's Name, Tender No., bid submission end date & time) shall be sent by the bidders / bank to Tender Issuing Authority as mentioned in the tender.

Original BG should reach to Tender Issuing Authority as per following schedule:

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

#### Notes:

- i) For the purpose of receipt of BG /ISB, the time recorded in the Receipt / DAK section against receipt shall also be considered as receipt time.
- ii) Only those Physical BG /ISB instruments found matching with the copy submitted in the e-portal shall be considered as valid.
- iii) However, for tenders having provision of Permanent EMD, bids of bidders who have deposited permanent EMD (if applicable) and have mentioned/uploaded the same on the portal shall be considered as valid bids.
- iv) In case bidder does not submit EMD as mentioned above, then the bid shall be liable for rejection.
- v) IOCL shall not be responsible for postal/courier delay, non-receipt or loss in transit.



### 6.3 Exemption from submission of EMD:

EMD is not required in the following cases:

- (a) Micro & Small Enterprises (MSE)\* having valid UDYAM registration certificate as on close date of tender (Only for Other than Works Tender)
- (b) Government organization & Public Sector Undertaking of the Central / State Government.
- (c) JV / subsidiary companies of IOCL.
- (d) Startups

\* Traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012. EMD exemption does not apply to such MSE bidders.

### 6.4 Forfeiture of EMD:

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

- (i) 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.
- (ii) In case the bidder submits false/fraudulent/fake/ forged documents.
- (iii) In case the tender is accepted, and the contractor fails to deposit the ISD/SD or to execute the contract.
- (iv) 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)

In (i) and (ii) 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.

### 6.5 Release of EMD:

EMD shall be released as per following.

- (i) EMD of bidders disqualified during techno-commercial bid evaluation shall be released within 30 days of approval of price bid opening.
- (ii) 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.
- (iii) EMD of the successful bidder shall be released after receipt of an acceptable SD / ISD (if applicable) or on order acceptance, wherever SD is not applicable.
- (iv) Wherever SD/ISD is not applicable, EMD of the successful bidder shall be returned after complete execution of the order.
- (v) In case bidder has been holiday listed before award of work.

## 6.6 SFMS details to IOCL Bank **(For Marketing Head Office Only)**

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

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

**Note: For tenders invited by other than Marketing Head Office, bidder to refer the corresponding IOCL bank particulars in NIT/Technical Bid i.e Part-A.**

## 7. **Security Deposit / Performance Security (PBG):**

### **(A) For Works/Service: Requirement of Security Deposit (SD)**

- 7.1 Security Deposit shall be taken to provide a safeguard for due fulfilment of the contract and to cover up the defects during the defect liability period. 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.

- 7.2 Security deposit amount shall generally be equivalent to 10% (for Works) / 5% (for Service) of the Total Contract Value (there shall not be any upper ceiling for security deposit amount). For above the Total Contract Value shall mean the totality of such remuneration exclusive of Goods and Service Tax.

While initially the SD amount shall be 10% (for Works) / 5% (for Service) of the Work Order value (exclusive of GST), once the work is executed, the total Security Deposit will be on the value of the work actually executed and not on the value of the work order. Additional SD or Reduced SD to be Deposited/Refunded accordingly.

- 7.3 The successful tenderer within 15 days (For contracts having a value of less than 10 Crores) / 21 days (For high value contracts i.e. Contracts over Rs 10 Crores) from the date of issuance of Letter of Acceptance shall deposit Initial Security Deposit (ISD) in an amount equal to 25% (Twenty five percent) of the Security Deposit value in any of the following modes:

#### i. ONLINE:

Tenderer may use the link “<https://epayone.indianoil.in/home>” and complete the registration in the ePayOne portal using their SAP vendor code. User guide is available

in the ePayone Portal under option “Need Help”. Thereafter, the tenderer is required to make online payment using “New payment Option”.

- ii. By Bank Guarantee(s) (BG) in the IOCL prescribed format, from a Scheduled Bank in India acceptable to IOCL, provided the amount covered by such Bank Guarantee is not less than Rs.1,00,000 (Rupees One Lakh only). In case of works, this Bank Guarantee shall be valid up to a period of 3 (three) months beyond the end of the Defects Liability period (12 months after completion of all works). In case of services, this Bank Guarantee shall be valid for a period of 90 (Ninety) days beyond the date of completion of all contractual obligations of the service provider, including warranty obligations and/or Defect Liability period. This BG shall be submitted directly by the bankers / bidder under their covering letter to the office of the Corporation in a sealed cover.

Balance security deposit (Remaining 75 % of SD) will be recovered at the rate of **10% ( for works) / 5% (for service)** of certified value of work (Exclusive of GST) from incoming running bills till such time entire security deposit is recovered.

- 7.4 The successful tenderer can also deposit the full SD amount through ePayone portal as given in the above clause no. 7.3 (i) or Bank Guarantee (if the amount of SD is higher than Rs. 1 Lakh) initially itself in which case no ISD will be required to be furnished and no deductions shall be made from running bills.
- 7.5 The successful tenderer may, at any time and from time to time, during the course of or after completion of the work, with the permission of Indian Oil Corporation Limited, substitute his cash security deposit, including retention money(ies) deducted from his bills, by Bank Guarantee(s) in the prescribed proforma from a Scheduled Bank in India acceptable to IOCL and withdraw the equivalent cash amount(s), provided the amount covered by any such Bank Guarantee is not less than Rs.1 Lakh (Rupees One Lakh only).
- 7.6 On request from the successful tenderer, switching the option from Online payment to BG and vice versa shall be permitted. In case the final value of work executed is less than work order value, the contractor can replace the BG of higher value by BG of lower value provided full SD amount as calculated on revised contract value is more than Rs 1 Lakh. Conversely, IOC shall be at liberty to deduct additional security deposit from the successful tenderer's final bill because of increase in value of the work executed. However, the existing BG shall be returned to the Vendor only after getting confirmation from the issuing bank for the new BG as per prescribed procedure.
- 7.7 For delayed works, validity of BG shall be suitably extended, to cover the entire defect liability period, before expiry of scheduled completion period.
- 7.8 The security deposit collected as per the terms & conditions shall be released after the Defect Liability period (normally 12 months from the date of completion of works) subject to the relevant clauses of the GCC. The SD shall not carry any interest.
- 7.9 Other provision on Security Deposit shall be governed by provisions under Section 2.1.0.0 of GCC.

**(B) For Goods : Requirement of Performance Security / Performance Bank Guarantee (PBG)**

- a. PBG shall be applicable for equipment (excluding office equipment) and packages irrespective of the estimated tender value.

For other cases, including Rate Contracts and office equipment, PBG shall be applicable for tender estimate beyond Rs. 25.00 Lac.

- b. In line with Technical Bid (Part-A), PBG (in IOCL specified format) valid for 2 months beyond the date of completion of all contractual obligations including warrantee obligations, will be obtained from the successful Bidder, for ensuring due performance of the contract. Such Performance Bank Guarantee, in prescribed format, must be submitted by Seller to the Buyer within 15 days of award of contract on GeM.
- c. For non-Rate Contract cases of items other than package & equipment, wherever applicable, vendor shall furnish PBG equivalent to 5% of the order value at the time of dispatch and the same shall be valid till delivery period plus six months / warranty period plus 6 months or Duration as specified in Technical Bid (Part-A), In case a vendor does not furnish PBG, prorata payment of 5% shall be deducted from vendor's invoice and retained for a period of final delivery date plus 6 months / warranty period plus 6 months or Duration as specified in Technical Bid (Part-A)
- d. In all Rate Contract cases and staggered delivery cases where supply period is one year or above, for procurement of items other than package & equipment, wherever applicable, 5% upfront PBG shall be taken within 45 days of issuing the Rate Contract / staggered delivery order. Subsequently no PBG shall be taken against individual Call-Up POs / supplies. This PBG shall be valid till final delivery period plus 6 months / warranty period plus 6 months or Duration as specified in Technical Bid (Part-A).
- e. For equipment and packages, PBG for 5% of order value, valid till Defect Liability Period plus the claim lodgement period / warranty period plus 6 months or Duration as specified in Technical Bid (Part-A), shall be furnished within 45 days of order. In case of increase in the order value due to an amendment, the PBG value shall be proportionately increased.
- f. Performance Bank Guarantee is not required for spares of proprietary nature, stationery and computer consumables.
- g. Mobilization and Milestone Advance payments for equipment and packages shall be released to the vendor only after submission of PBG. (Refer Buyer Technical Bid (Part-A) for applicability of this clause)
- h. In case bidder does not agree to submit PBG as per tender requirement, equivalent percentage loading shall be done. However, where PBG is to be submitted against dispatch and the bidder agrees to hold amount equivalent to the PBG amount, in lieu of PBG, till the desired validity of PBG, then no loading shall be done.
- i. Quantity tolerance and escalation due to price variation clause shall not be considered for PBG.
- j. PBG is taken separately, one for supply & installation and other for PWCAMC / PWAMC wherein Post Warranty Comprehensive Annual Maintenance Contract (PWCAMC) / Post Warranty Annual Maintenance Contract (PWAMC) is in vendor's scope. PBG will be released after completion of their respective defect liability period. In absence of a valid PBG, payment for PWCAMC / PWAMC shall not be released. PBG for PWCAMC / PWAMC shall normally be taken @5% of AMC value as specified Buyer in Technical Bid (Part-A).
- k. As a special initiative to encourage more participation, PBG requirement shall be relaxed by 50% in case of MSEs owned by SC / ST & Women Entrepreneurs.

**Performance Security (PBG) to be deposited in any of the following manner-**

Tenderer may use the link “https://epayone.indianoil.in/home” and complete the registration in the ePayOne portal using their SAP vendor code. User guide is available in the ePayone Portal under option “Need Help”. Thereafter, the tenderer is required to make online payment using “New payment Option”.

By Bank Guarantee(s) (BG) in the IOCL prescribed format, from a Scheduled Bank in India acceptable to IOCL, provided the amount covered by such Bank Guarantee is not less than Rs.1,00,000 (Rupees One Lakh only).

Insurance Surety Bond (ISB) submitted in the IOCL prescribed format, by insurer registered with IRDAI in India is also acceptable to IOCL in place of BG. Only Indian bidders can submit the ISBs, for work / supplies of Goods / Services within India. ISB should be irrevocable and unconditional and without recourse / reference to the bidder.

The validity of the BG/ISB, whether against Security Deposit, Performance Security or Performance Bank Guarantee (PBG), shall be as per the period specified in the relevant scenarios mentioned above.

**8. Condition(s) for Bank Guarantee (BG):**

**8.1** Bank Guarantee for value up to Rs. 2 (Two) Crore can be accepted if it is issued by an Indian Branch of any Scheduled Bank appearing in the Second Schedule to the RBI Act of 1934.

**8.2** BG for value above Rs. 2 (Two) Crore can be accepted if it is issued by an Indian Branch of

- i. Any Nationalized / PSU Bank appearing in the Second Schedule to the RBI Act 1934; or
- ii. Any Scheduled Bank (other than a Nationalized / PSU Bank) having at least Desired credit rating, at the time of acceptance of BG:

Bank	If the Tenor of BG is more than 1 year, credit rating of	If the Tenor of BG is up to 1 year, credit rating of
In case of foreign banks	‘A’ of Moody’s or equivalent	‘P-1’ of Moody’s or equivalent i.e., highest short-term rating
In case of Indian Bank	‘AA’ of CRISIL or equivalent	‘A-1+’ of CRISIL or equivalent i.e., highest short-term rating.

**8.3** As on date, the following are the credit rating agencies approved by SEBI.

- i. CRISIL Limited ([www.crisil.com](http://www.crisil.com))
- ii. Fitch Ratings India Private Limited ([www.fitchratings.com](http://www.fitchratings.com))
- iii. ICRA Limited ([www.icra.in](http://www.icra.in))
- iv. Credit Analysis & Research Ltd. (CARE) ([www.careratings.com](http://www.careratings.com))
- v. Brickwork Ratings India Private Limited ([www.brickworkratings.com](http://www.brickworkratings.com))
- vi. SME Rating Agency of India Ltd. (SMERA) ([www.smera.in](http://www.smera.in))

**8.4** Apart from the above, BG, irrespective of its amount, issued by any other bank including non-scheduled banks, foreign branches of scheduled banks and foreign branches of foreign banks can be accepted provided that such BG is confirmed / counter guaranteed by any bank mentioned above.

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

- 8.5 Bank Guarantee should be submitted as per enclosed proforma in the Tender by the Tenderer.
- 8.6 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.
- 8.7 The name, designation and authorized signatory number of the bank officials signing the BG should be mentioned with their signature on the BG. This applies for renewal, amendments and revalidation of BGs also.
- 8.8 BG may be received directly from either the bank or the vendor through any mode (Registered post/Speed Post/Courier or by hand).
- 8.9 The authenticity of the Bank Guarantee (BG) shall be verified by obtaining confirmation from BG issuing bank. Till the time of receipt of BG confirmation, BG shall not be treated as security for the purpose for which BG has been received from bidders/vendors.

The verification shall normally include confirmation of issuance from the issuing bank through SFMS (Structured Financial Messaging System) or other secure electronic means.

**9. Condition(s) for Insurance Surety Bond (ISB):**

- 9.1. Insurance Surety Bond (ISB) in the IOCL prescribed format, by insurer registered with IRDAI in India is also acceptable to IOCL in lieu of BG,
- 9.2. Insurance Surety Bonds (ISBs) can be issued by insurer registered with IRDAI. As on 08.05.2025, following five insurers have launched insurance products:
  - (i) SBI General Insurance
  - (ii) New India Assurance Company
  - (iii) Bajaj Allianz General Insurance
  - (iv) ICICI Lombard
  - (v) HDFC General Insurance Company
- 9.3. Only Indian bidders can submit the ISBs, for work / supplies within India.
- 9.4. ISB should be executed on a non-judicial stamp paper and in INR denomination only.
- 9.5. ISB should be irrevocable and unconditional and without recourse / reference to the bidder.
- 9.6. Original ISBs issued by Insurers can be received directly from the Insurer or the bidder / vendor via Registered Post, Speed Post, Courier, or by hand.
- 9.7. ISBs 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 with their signatures on the ISB. This applies for all subsequent renewal and amendments of ISBs also.

- 9.8. The authenticity of the ISB shall be verified by obtaining confirmation from ISB issuing Insurance Company. Till the time of receipt of ISB confirmation, ISB shall not be treated as security for the purpose for which ISB has been received from bidders/vendors.

#### **10. Validity of Rates:**

The quoted rates shall be valid as specified in NIT (including any extensions thereof) from the date of opening of Technical Bid for Indian Oil Corporation Limited's acceptance.

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.

The finalised/contracted rates shall be valid for the successful Tenderer, till completion of contract in all respects. No escalation shall be entertained at any stage of the contract (Unless specified otherwise in Technical Bid (Part-A))

#### **11. Clarifications / Negotiations:**

- 11.1 Negotiations shall not be conducted as a matter of routine. However, Indian Oil Corporation Limited reserves the right to conduct negotiations if required, will be held with the lowest bidder/ deemed lowest bidder only.

Tenderers will have to attend the office of Indian Oil Corporation Limited for negotiations/ clarifications required in respect of their quotations without any commitment on the part of Indian Oil Corporation Limited.

In case of negotiation, the Bidder should send the confirmation of such negotiation so as to reach the office of Indian Oil Corporation Limited within 5 days from the date of negotiations failing which Indian Oil Corporation Limited reserves the right to place the order on quoted rates or reject the bid.

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

Negotiations may be conducted either in person or through video conferencing (VC), at the discretion of IOCL. The mode, date, and time of negotiation shall be communicated to the concerned bidder(s) through E-mail to the correspondence E-Mail ID.

Mere attending negotiation meeting does not guarantee / entitle bidder for LOA / Award of contract. Tender shall be evaluated as per the tender terms & conditions.

Negotiation as envisaged above shall not, in any way, invalidate the bid submitted by the bidder.



- 11.2 IOC reserves the right to seek justification / clarification for workability of rates from bidder for their offered Price / rates. IOCL also reserves the right to accept the workability submitted.

**12. Execution of Agreement:**

12.1 On acceptance of quotation, the successful bidder will have to execute separate Contract/ Purchase Agreement with Indian Oil Corporation Limited covering all aspects of the Contract in the standard form, immediately before commencement of Work/Service/supply of Goods. Bidder to approach to the person/office as mentioned in LOA for the above for execution of agreement.

12.2 The intending bidder should acquaint themselves with the provisions of standard agreement before quoting.

**13. Power of Attorney/ Board Resolution (As Applicable) In Favour of Tender Signing Authority**

The person signing/submitting the tender/agreement should be authorised by the bidder firm/Company to act and sign on behalf of the bidder firm/ Company.

Authority of the person uploading the bids with his DSC shall be required to be submitted in the bids. Document required showing the authority of the person uploading & submitting the bid with his Digital Signature Certificate shall be as given in the following table:	
In case of Proprietary Concern	<ul style="list-style-type: none"> <li>✓The bid should be signed by the proprietor along with an undertaking certifying that the bidder/tenderer is the sole proprietor. Such undertaking will be uploaded. During the tender process, the bidder may authorize a person to bid on his behalf on the basis of Power of Attorney (POA). However, he will upload POA, if the bid is submitted by person other than proprietor, authorizing the person to submit bid on behalf of the concern.</li> <li>✓If the bid is submitted by the proprietor, no POA required.</li> </ul>
In case of Company	<ul style="list-style-type: none"> <li>✓Certified copy of Board Resolution authorizing the person submitting the bid on behalf of the company. OR</li> <li>✓POA and the supporting Board Resolution authorizing the person submitting the bid on behalf of the company.</li> </ul>
In case of Partnership Firm/LLP	<ul style="list-style-type: none"> <li>✓POA along with Deed of Partnership/LLP Agreement. If the application is not made by a partner, POA authorizing such person who signed/submitted the bid to be uploaded.</li> </ul>
In case of Co-Operative Society	<ul style="list-style-type: none"> <li>✓Copy of resolution passed as per Society Rules.</li> </ul>
<b>Note: POA wherever specified above shall be submitted on <u>non-judicial stamp paper</u> of appropriate value <u>duly notarized</u>)</b>	

**14. Collusive or Fraudulent Tenders/ Cartel Formation / Pool Rates / Bid Rigging / Collusive Bidding**

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

Cartel formation, bid rigging, collusive bidding are against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices

are severely discouraged. Suitable administrative actions which include but not limited to rejecting the offers, holiday listing action as per policy in vogue for breach of integrity may be initiated in such cases.

**15. Labour Agreement:**

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

**16. PF Registration (If applicable as per NIT):**

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

**17. Reasons for Putting a Party on Holiday:**

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

If a Party

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

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

Note:

- 1. The grounds/reasons for holiday listing indicated above are merely illustrative.
- 2. For further details, please refer to "Holiday Listing Guidelines of Indian Oil Corporation Limited" on [www.iocl.com](http://www.iocl.com).
- 3. IOCL reserves the right to take action for Holiday listing of bidder in line with Holiday Listing Guidelines of Indian Oil Corporation Limited / GeM Incidence Management Policy.

## **18. Integrity Pact:**

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

All the prospective bidders, willing to participate in tenders of Rs. 10 Crore and above, shall have to necessarily sign the IP in order to be eligible to participate in tender.

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

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

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

Integrity Pact agreement is to be signed by proprietor/Authorised Signatory(POA holder) in case of Proprietary firm and by all the partners in case of Partnership firm, or the authorised signatory in case of a Company.

If the Bidder is Consortium/ Unincorporated Joint Venture/Association of Persons, formed solely for the purpose of executing the tendered project, IP is to be signed by the Partners/ members of such Consortium/Unincorporated Joint Venture/Association of Persons.

However, in case Bidder is a Company including Joint Venture Company, IP must be signed by representative of the Company duly authorized by Board Resolution.

Successful bidders submit the original (hard Copy) of Integrity Pact Agreement to the person/office as mentioned in LOA for execution of Integrity agreement.

\* In case the revised tender estimate or the total contract value (at the time of placement of order) exceeds the threshold value (i.e., Rs. 10 Crore) even though the original tender estimate is below Rs. 10 Crore, or the order value (at the time of placement of order) falls below the original tender estimate of Rs. 10 Crore or above IEMs shall be associated with the tender. In such cases, after issuance of LOA, all the successful bidders have to submit IP agreement to the person/office as mentioned in LOA before issuance of formal order/contract.

### **19. Use Of White/Erasing Fluid in Tenders:**

In case the bidder has been asked to submit price bid/price implication in physical form, the use of white/erasing fluid/over-writing for correcting the rates is banned. Wherever the rates are corrected with white/erasing fluid, the bids may be treated invalid and will be liable for rejection.

### **20. Preferential Bidding Guidelines:**

For claiming Purchase preference( if applicable as per NIT) , Bidder must submit the Undertaking and Declarations as specified in the tender along with supporting documents (as applicable) for opted preferential Category.

### **21. Purchase Preference for MSEs (PPP-MSE):**

#### **21.1. Purchase preference and broad allocation applicable under only PPP-MSE Order 2012:**

Purchase preference shall be applicable against procurement of goods produced and services rendered by Micro and Small Enterprises and the preference to MSEs shall not be applicable for works contracts.

The registration certificate submitted must specify the category of enlistment as “Micro or Small enterprise”. Purchase preference if applicable shall be as specified under evaluation criteria.

The modality for granting purchase preference under Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 ( including later clarifications and Amendments thereof) shall be as follows:

#### **Case A : Where quantity can be split**

Sr. No	Condition	Remarks
1	When MSE is L1	100% order to MSE (for other than LOT tenders)*
2	When MSE is not L1 but within a price band of L1 + 15 percent	<p>25 % of tendered quantity through MSE subject to matching of L1 rates.</p> <p>In case more than 1 MSE within price band of L1+15%, quantity to be split equally among all parties agreeing to match L1 rates subject to 4% allocation to MSE owned by SC/ST entrepreneurs and 3% allocation to MSE owned by women.</p> <p>For example, say 8 MSE parties fall within price band of L1 + 15% with only 1 SC/ST MSE and 1 Women MSE and all agreeing to match L1 rates,</p>

		<p>SC/ST MSE to be awarded 4 % of quantity and Women owned MSE to be awarded 3% of quantity. Balance 18% quantity to be split equally among other 6 MSEs.</p> <p>In tenders where only one women SC/ST entrepreneur qualifies for purchase preference, she may be allocated quantity for both SC/ST as well as Women i.e. minimum 7 %.</p> <p>Allocation of 4% for SC/ST MSE &amp; 3% for Women owned MSE are the minimum allocation. In case such bidders get higher allocation in normal course as being a MSE bidder, the higher allocation shall be provided to such bidders.</p> <p>However, if it is not feasible to split 25 % quantity into many parts, the exact number of parts in which work can be divided shall be as specified in the bid under evaluation criteria.</p>
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\* For LOT Tenders the allocation shall be as per the allocation criteria for LOTs [As specified in evaluation criteria under NIT ]

#### Case B : Where quantity cannot be split

Sr. No	Condition	Remarks
1	When MSE is L1	100% order to MSE
2	When MSE is not L1 but within a price band of L1 + 15 percent	<p>100 % of tendered quantity to the lowest quoted MSE within L1 + 15 percent subject to matching of L1 rates.</p> <p>If MSE does not match the L1 rate - 100% quantity to be awarded to L1</p>

21.2. The above broader allocation is applicable under only PPP-MSE Order 2012 ( i.e when stand-alone MSE purchase Preference is applicable for the tender). Concurrent application of PPP- MSE Order, 2012 and PPP-MII Order,2017 is covered in subsequent para under this section. Please also refer topic “**SUBMISSION OF BID AS MSE**” covered in subsequent para under this section.

21.3. The final allocation of quantity shall be done as per methodology specified in the bid under evaluation criteria in **Part-A**

## 22. Purchase Preference for MII (PPP-MII):

22.1. The Public Procurement (Preference to Make in India) Order 2017, revision dt. 16.09.2020 (aka PP-MII Order 2017) read in conjunction with MoPNG Letter No. FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dt 26.04.2022 & 26.03.2024 and subsequent revision vide DPIIT Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II Dated 19.07.2024 circulated vide MOPNG Letter No. No.: FP-20013/24/2017-FP-PNG (E-17013) Dated 21.08.2024, shall be applicable for all tenders as detailed hereunder.

SN	Description	Details
1	The PP-MII Order 2017 shall be applicable for procurements of Goods, Works and Services. HP-HT operations in upstream oil and gas business activities shall be exempted from applicability of the Order.	
2	<p>The applicable definitions shall be as covered under Public Procurement (Preference to Make in India) Order 2017 - Revision dated 16.09.2020 along with explanatory notes for calculations of local content vide revision Dated 19.07.2024 issued by DPIIT, which includes the following but not limited to</p> <p><b>‘Local content’</b> means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent.</p> <p><b>Explanatory notes for calculation of local content given above</b></p> <p>a. Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.</p> <p>b. The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.</p> <p>c. Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content. The definition of repackaged/refurbished/rebranded imported products is as follows;</p> <p><i>‘Refurbishing’ means repair or reconditioning of an imported product does not amount to manufacture because no new goods come into existence.</i></p> <p><i>‘Repackaging’ means repacking of imported goods from bulk pack to smaller packs would not ordinarily amount to manufacture of a new item.</i></p> <p><i>‘Rebranding’ means relabeling or renaming or change in symbol or logo/makes or corporate image of a company/ organization/ firm for an imported product would amount to rebranding.</i></p> <p>d. To ensure that imported items sourced locally from resellers/distributors are excluded from calculation of local content; procuring entities to obtain from bidders, the cost of such locally sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India. For items sold by bidder as reseller, OEM certificate for country of origin to be submitted.</p> <p>e. For contracts involving supply of multiple items, weighted average of all items to be taken while calculating the local content.</p> <p>Special treatment for Items covered under PLI Scheme shall be applicable as per clause 2A of the revision Dated 19.07.2024 issued by DPIIT as under:</p> <p>The manufacturers manufacturing an item under PLI scheme shall be treated as deemed Class II local supplier for that item unless they have minimum local content equal to or higher than that notified for Class-I local supplier for that Item, provided the manufacturer has received incentive from the concerned PLI Ministry</p>	



SN	Description	Details
	for the Item. The above shall be applicable for the specific time period only, as notified by concerned PLI Ministry.	
3	<b>Supplier Classification:</b>	
a.	Class-I Local supplier	LC $\geq$ 50%
b.	Class-II Local supplier	LC $\geq$ 20% < 50%
c.	Non-Local supplier	LC < 20%
d.	Deemed Class-II Local supplier	As per clause 2A of PP-MII Order revision Dated 19.07.2024
	<b>Note:</b> The minimum local content required for classification as a Class-I Local Supplier is ordinarily 50%, as per the Public Procurement (Preference to Make in India) Order, 2017 issued by DPIIT, Ministry of Commerce and Industry. However, sector-specific guidelines notified by DPIIT or concerned nodal ministries may prescribe higher thresholds (which may be even up to 80% or more) for certain goods, works, or services. It is advisable to refer to the latest official notifications and guidelines to ensure alignment with current norms.	
4	<b>Margin of Purchase preference (PP- MII)</b>	20% (i.e. L1+20%)
5	<b>Exemption of small purchases:</b>  Procurements where the estimated tender value to be procured is less than Rs 1 crore shall be exempt from this order. However, it shall be ensured that procurement is not split for the purposes of avoiding the provisions of the Order. The following provisions are also to be noted for establishing bidding eligibility in all relevant tenders: <ol style="list-style-type: none"> <li>Even though the limit has been raised to Rs. 1 cr. in case of MoPNG (OM dated 26.04.2022), for tender estimates between Rs 5 lakhs and Rs 1 Crore (both figures inclusive), the following shall be noted for immediate compliance: <ol style="list-style-type: none"> <li>All domestic bidders can participate in the tender irrespective of local content and no preference is applicable to Class-I bidders.</li> <li>However, if the items are notified as having sufficient local capacity and local competition under clause 3 (a) of the PPP-MII Order 2017 - Revision dtd. 16.09.2020 by the Nodal Ministry, then ONLY Class-I local suppliers shall be eligible to participate.</li> </ol> </li> <li>Vide Order no: FP-20013/9/2018-FP-PNG-Volume (2) (E-36679) dated 12.07.2022, MoPNG has granted certain exemption of Make In India clause granted by the Ministry with respect to procurement of 29 numbers of ICT items under provisions of Clause 14 of the PPP-MII Order 2017. The exemption granted is valid up to 11<sup>th</sup> July 2023 and may be reviewed any time by the Ministry. While following the exemption of Make In India clause granted by MoPNG with respect to procurement of Information and Communication Technology (ICT) items, the following conditions shall be ensured: <ol style="list-style-type: none"> <li>Procuring entities shall do a thorough check for availability of ICT items as per the Make in India (MII) conditions before going for the exempted category of procurement.</li> <li>All domestic bidders can participate in the tender irrespective of local content and no preference is applicable to Class-I bidders for the exempted ICT items' tenders.</li> <li>However, if at any point of time, any of the exempted items are notified as having sufficient local capacity and local competition under clause 3 (a) of the PPP-MII Order 2017 - Revision (dtd. 16.09.2020) by the Nodal Ministry, then ONLY Class-I Local suppliers shall be eligible to participate for tender with estimate of Rs. 5 lac and above.</li> </ol> </li> </ol>	



SN	Description	Details
	<p><b>3. Exemption In sourcing of spares and consumables of closed systems :</b> Procurement of spare parts, consumables for closed systems and Maintenance/ Service contracts with Original Equipment Manufacturer/Original Equipment Supplier/Original Part Manufacturer shall be exempted from this Order.</p> <p>The list of Items having sufficient local capacity and Competition under 3(a) of the PPP-MII Order 2017 across the Ministries can be accessed in the DPIIT website <a href="https://dpiit.gov.in/public-procurements">https://dpiit.gov.in/public-procurements</a></p>	
6	<p><b>Eligibility of suppliers for different types of procurement:</b></p> <p>a) In procurement of all goods, services or works in respect of which the Nodal Ministry/Department has communicated that there is sufficient local capacity and local competition, only Class-I local supplier shall be eligible to bid irrespective of purchase value. Hence, Class-II local suppliers or Non local suppliers, including MSE's which are Class-II local supplier/Non local suppliers are not eligible to bid.</p> <p>b) In cases items are neither notified for sufficient local capacity nor reserved exclusively for procurement from MSEs, only Class-I local supplier and Class-II local supplier shall be eligible to bid in procurements undertaken by procuring entities, except where Global tender enquiry has been issued. In global tender enquiries, Non local suppliers shall also be eligible to bid along with Class-I local suppliers and Class -II local suppliers.</p> <p>c) Non- local suppliers, including MSE's falling in the category of Non- local suppliers, shall be eligible to bid only against Global Tender Enquiry</p> <p>d) For the purposes of the PP-MII Order 2017 , works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI ) contracts</p>	
7	<p><b>Verification of local content:</b></p> <p>a) 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 provides self -certification that the item offered meets the local content requirement for Class-I local supplier/Class-II local supplier, as the case may be. They shall also give details of the location(s) at which local value addition is made.</p> <p>b) In cases of procurement for a value in excess of Rs 10 crores, the Class-I local supplier/Class-II local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.</p> <p>c) The bidder shall give self-certification for local content in the quoted item (goods/works/services) at the time of tendering. However, at the time of execution of the project, for all contracts above INR 10 Crore, the contractor/ supplier shall be required to give local content certification duly certified by cost/ chartered accountant in practice. 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, within time limit acceptable to the procuring entity. In case the contractor/ supplier does not meet the stipulated local</p>	

SN	Description	Details
	<p>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 upto 10% of the contract value may be imposed. However, contract once awarded shall not be terminated on this account.</p> <p>d) False declarations will be in breach of the Code of Integrity under Rule 175(1)(i)(h) of GFR for which a bidder or its successors can be debarred for up to two years along with such other actions as may be permissible under law.</p> <p>e) A supplier who has been debarred by any procuring entity for violation of this Order shall not be eligible for preference under this Order for procurement by any other procuring entity for the duration of the debarment. The debarment for such other procuring entities shall take effect prospectively from the date on which it comes to the notice of other procurement entities, in the manner prescribed under Clause 9h. of the PP-MII Order Clause 9(i) of the revised PP-MII Order dated 19.07.2024</p>	
8	<p><b>Reciprocity Clause:</b></p> <p>Entities of countries which have been identified by the nodal Ministry/ Department as not allowing Indian companies to participate in their Government procurement for any item related to that nodal Ministry shall not be allowed to participate in Government procurement in India for all items related to that nodal Ministry/Department, except the list of items published by the Ministry/Department permitting their participation.</p> <p>The term entity of a country shall have the same meaning as under the FDI policy of DPIIT as amended from time to time.</p>	
9	<p>All Bidders participating in the tender shall submit LC declaration against qualifying as Class I, Class II or Non-Local supplier. The formats for Bidders Declaration /Undertaking on classification regarding Local Content (LC) are attached.</p> <p>Sector specific relaxation granted under para 2(b) of the MOPNG Letter No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432) Dated 26.04.2022 regarding Local value addition through services such as transportation, insurance, installation, commissioning, training and after sales services support like AMC/CMC etc for consideration in the local content calculation, shall be limited to the items (as listed in MOPNG letter No: FP-20013/2/2017-FP-PNG-Part (4) (E-41432) dated 26.03.2024) to be installed/ operated in flammable environment of oil and gas process industry.</p>	
10	<p><b>Purchase preference and broad allocation applicable under only PP-MII Order 2017:</b></p> <p>A) Subject to the provisions of the PP-MII Order 2017 and to any specific instructions issued by the Nodal Ministry or in pursuance of the Order, purchase preference shall be given to Class -I local supplier in procurements undertaken by procuring entities as per the eligibility of suppliers for different types of procurement in the manner specified hereunder:</p> <p>a) In procurement of goods or works which are <b>divisible</b> in nature, the Class -I local supplier shall get purchase preference over Class-II local supplier as well as Non-Local supplier as per the following procedure:</p> <p>i) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is Class</p>	

SN	Description	Details
	<p>-I local supplier, the contract for the full quantity will be awarded to L1.</p> <p>ii) If L1 bidder is not a Class -I local supplier, 50 % of the order quantity shall be awarded to L1. Thereafter, the lowest bidder among the Class-I local supplier will be invited to match the L1 price for the remaining 50 % quantity subject to the Class-I local suppliers quoted price falling within the margin of purchase preference and contract for that quantity shall be awarded to such Class -I local supplier subject to matching the L1 price. In case such lowest eligible Class -I local supplier fails to match the L1 price or accepts less than the offered quantity, the next higher Class -I local supplier within the margin of purchase preference shall be invited to match the L1 price for remaining quantity and so on, and contract shall be awarded accordingly. In case some quantity is still left uncovered on Class-I local suppliers, then such balance quantity may also be ordered on the L1 bidder.</p> <p>b) In the procurement of goods or works which are <b>not divisible</b> in nature and in the procurement of services where the bid is evaluated on price alone, the Class -I local supplier shall get purchase preference over Class-II local supplier as well as Non-Local supplier as per the following procedure:</p> <p>i) Among all qualified bids, the lowest bid shall be termed as L1. If L1 is Class -I local supplier, the contract for the full quantity shall be awarded to L1.</p> <p>ii) If L1 bidder is not a Class -I local supplier, the lowest bidder among the Class-I local supplier will be invited to match the L1 price subject to the Class-I local suppliers quoted price falling within the margin of purchase preference and contract shall be awarded to such Class -I local supplier subject to matching the L1 price.</p> <p>iii) In case such lowest eligible Class -I local supplier fails to match the L1 price the Class -I local supplier with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and contract shall be accorded accordingly. In case none of the Class -I local supplier within the margin of purchase preference matches the L1 price, the contract may be awarded to the L1 bidder.</p> <p>c) Class -II local supplier will not get purchase preference in any procurement undertaken by procuring entities.</p> <p><b>B) Applicability in tenders where contract is to be awarded to multiple bidders:</b> In tenders where contract is awarded to multiple bidders subject to matching of L1 rates or otherwise, the Class- -I local supplier shall get purchase preference over Class-II local supplier as well as Non-local supplier as per the following procedure:</p> <p>a) In case there is sufficient local capacity and competition for the item to be procured, as notified by the nodal Ministry, only Class-I local suppliers shall be eligible to bid. As such, the multiple suppliers, who would be awarded the contract should be all and only Class-I local suppliers.</p> <p>b) In other cases, Class-II local suppliers and Non-local suppliers may also participate in the bidding process along with Class-I local suppliers as per the provisions of this order.</p> <p>c) If Class-I local suppliers qualify for award of contract for at least 50 % of the tendered quantity in any tender, the contract may be awarded to all the qualified bidders as per award criteria stipulated in the bid documents. However , in case Class -I local suppliers do not qualify for award of contract for at least 50% of the tendered quantity , purchase preference should be given to the Class-I local supplier over Class-II local suppliers/Non local suppliers provided that their quoted rate falls within 20% margin of purchase</p>	

SN	Description	Details
	<p>preference of the lowest quoted bidder considered for award of contract so as to ensure that the Class-I local suppliers taken in totality are considered for award of contract for at least 50 % of the tendered quantity.</p> <p>d) First purchase preference has to be given to the lowest quoting Class-I local supplier, whose quoted rates fall within 20 % margin of purchase preference, subject to its meeting the prescribed criteria for award of contract as also the constraint of maximum quantity that can be sourced from any single supplier. If the lowest quoting Class-I local supplier does not qualify for purchase preference because of aforesaid constraints or does not accept the offered quantity, an opportunity may be given to next higher Class-I local supplier, falling within 20 % margin of purchase preference and so on.</p>	
11	Other provisions shall be as per the details given in the Public Procurement (Preference to Make in India) Order 2017 including amendments issued from time to time	

**22.2.** The guidelines for **concurrent application** of PPP - MSE Order, 2012 and PPP-MII Order, 2017 shall be as follows:

**22.2.1.** The Class-I local suppliers, under PPP-MII Order, participating in any tender, may or may not be MSE's, as defined under the MSME Act. Similarly, MSE's participating in any tender, may or may not be Class-I local suppliers. Suppliers may be categorized in the following four broad categories for consideration or applicability of purchase preference:

Category	Terminology
Supplier is both MSE & Class -I local supplier	" MSE Class-I local supplier"
Supplier is MSE but not Class -I local supplier	" MSE but non -Class-I local supplier"
Supplier is not MSE but is Class -I local supplier	" Non-MSE but Class-I local supplier"
Supplier is neither MSE nor Class -I local supplier	"Non MSE non -Class-I local supplier"

**22.2.2.** The applicability of PPP-MSE Order and PPP-MII Order in various scenarios, involving simultaneous purchase preference to MSE and Class -I local suppliers under PPP-MSE Order and PPP-MII order respectively, shall be as under:

(A) Items covered under Para 3(a) of PPP-MII Order 2017 for which Nodal Ministry has notified sufficient local capacity and competition: For these items , only Class-I local suppliers are eligible to bid irrespective of purchase value. Hence Class -II local suppliers or Non-local suppliers, including MSEs which are Class -II local suppliers/ Non -local suppliers are not eligible to bid. Possible scenarios can be as under:

- L1 is "MSE Class-I local supplier"- 100 % of the tendered quantity to be awarded to L1
- L1 is "Non -MSE but Class -I local supplier"- Purchase preference is given to MSEs as per PPP-MSE Order. Balance quantity is to be awarded to the L1 bidder

(B) Items reserved exclusively for procurement from MSE as per PPP-MSE Order: These items are reserved exclusively for purchase from MSE. Hence, non MSE are not eligible to bid for these items. Possible scenarios can be as under:

- i) L1 is “MSE Class-I local supplier”- 100 % of the tendered quantity is to be awarded to L1
- ii) L1 is “MSE non Class -I local supplier”- Purchase preference is to be given to class-I local supplier as per PPP-MII Order. Balance quantity is to be awarded to the L1 bidder.

(C) If items are neither notified for sufficient local capacity nor reserved for MSE’s, then the process will be as follows:

(Ca) Items covered under Para 3A(b) of PPP-MII Order are divisible items and both MSE’s as well as Class-I local suppliers are eligible for purchase preference. Possible scenarios can be as under :

- i) L1 is “MSE Class-I local supplier”- 100 % of the tendered quantity to be awarded to L1
- ii) L1 is “Non -MSE but Class -I local supplier”- Purchase preference is to be given to MSEs , if eligible, as per PPP-MSE Order. Balance quantity is to be awarded to the L1 bidder
- iii) L1 is “MSE but non Class-I local supplier”- Purchase preference is to be given to Class -I Local suppliers, if eligible, as per PPP-MII Order. Balance quantity is to be awarded to the L1 bidder.
- iv) L1 is “Non-MSE non Class-I local supplier”- Purchase preference is given to MSEs as per PPP-MSE Order. Thereafter ,purchase preference is to be given to Class -I Local suppliers for 50 % of the tendered quantity minus quantity allotted to MSE above” as per PPP-MII Order. For the balance quantity, contract is to be awarded to the L1 bidder. (Refer to the illustrative example given below\*

**Example explaining applicability in scenario explained in para 22.2.2 (Ca) (iv)**

(Scenario: Divisible items, both MSEs as well as Class-I local suppliers eligible for purchase preference and L-1 is “Non-MSE non-Class-I local supplier”)

**Item - Desktop computer**

**Qty - 50 Nos.**

**Details of bids received:**

Sr. No.	Name of bidder	Rates quoted	Price Ranking	Status of bidder
1.	A	100	L1	“Non-MSE non-Class-I local supplier”
2.	B	110	L2	“Non-MSE but Class-I local supplier”
3.	C	112	L3	“MSE but non-Class-I local supplier”
4.	D	115	L4	“Non-MSE but Class-I local supplier”
5.	E	118	L5	“MSE but non-class-I local supplier”
6.	F	120	L6	“MSE Class-I local supplier”

1. In this case, first purchase preference is to be given to MSEs as per PPP-MSE Order for 25% of tendered quantity of 50 Nos. i.e., 12.5 Nos. (rounded off to the next whole number say 13 Nos.). Accordingly, invite L3 (bidder C), whose quoted rates falls within 15% margin of purchase preferences to match L1 price i.e., Rs.100/- for quantity of 13 Nos. Bidder “E” and “F”, although MSEs, will not get purchase preference since their quoted rates don’t fall within 15% margin of purchase preference. Bidder C will be considered for order of 13 Nos. on confirmation of reduction of price.
2. For 50% of balance quantity of 37 number (tendered quantity of 50 - 13 awarded to bidder C; assuming bidder C has confirmed to accept L1 rates), purchase preference will be given to lowest Class-I local supplier as per PPP-MII Order. Accordingly, bidder B will be invited to match L-1 price for 50% of 37 Nos. i.e., 18.5 (say 19 Nos of computers). If bidder “B” does not accept the L1 price i.e., price of Rs. 100/- per unit, next higher Class-I local supplier falling within 20% margin of purchase preference, i.e., bidder “D” may be invited to match L-1 price for 19 Nos. of computers and so on.
3. For remaining quantity i.e., 18 Nos (50-13-19), the contract will be awarded to lowest quoting bidder i.e., Bidder “A”, who is L-1 in the example.

Note : In case of works, purchase preference shall not be applicable for MSE bidders as per PPP-MSE Order

(Cb) Items covered under Para 3A(c) of PPP-MII Order are non-divisible items and both MSE’s as well as Class-I local suppliers are eligible for purchase preference.  
Possible scenarios can be as under:

- i) L1 is “MSE Class-I local supplier”- Contract is to be awarded to L1
- ii) L1 is not “MSE Class-I local supplier” but the “MSE Class-I local supplier” falls within 15 % margin of purchase preference - Purchase preference is to be given to lowest quoting “MSE Class-I local supplier” . If lowest quoting “MSE Class-I local supplier” does not accept L-1 rates, the next higher “MSE Class-I local supplier” falling within 15 % margin of purchase preference is to be given purchase preference and so on.
- iii) If conditions mentioned in sub paras (i) and (ii) above are not met i.e L1 is neither “MSE Class-I local supplier” nor “MSE Class-I local supplier” is eligible to take benefit of purchase preference, the contract is to be awarded /purchase preference to be given , in different possible scenarios as under:  
A)L1 is “MSE but non Class-I local supplier “ or “ Non- MSE but Class-I local supplier- Contract is to be awarded to L1  
B) L1 is “Non- MSE non-Class-I local supplier”- First purchase preference to be given to MSE as per PPP-MSE Order. If MSE not eligible/does not accept- purchase preference to be given to Class-I Local supplier as per PPP-MII Order. If Class-I Local supplier also not eligible/does not accept- contract to be awarded to L1

Note: In case of works, purchase preference shall not be applicable for MSE bidders



as per PPP-MSE Order.

- (D) Items reserved for both MSE's and Class-I local suppliers: These items are reserved exclusively for purchase from MSE's as well as Class-I local suppliers. Hence only "MSE Class-I local supplier" are eligible to bid for these items. Non -MSEs/Class-II local suppliers/Non-local suppliers cannot bid for these items. Hence the question of purchase preference does not arise.
- (E) Non -local suppliers, including MSE falling in the category of Non-local suppliers shall be eligible to bid only against Global Tender Enquiry.
- (F) All Bidders participating in the tender shall submit LC declaration against qualifying as  
Class I, Class II or Non-Local supplier as per formats attached
- (G) Allocation proposed to eligible preferential bidder(s) shall be subject to matching the offered L1 rates.
- (H) In case of tie (i.e. identical rates quoted by more than one party) among preferential bidders at other than L1 position, the offer for matching L1 rates shall be exercised in the following order of precedence
- MSE Class -I local supplier followed by MSE non-Class -I local supplier, then Non MSE Class-I Local supplier and finally Non MSE non-Class-I Local supplier.
  - In case of tie between two bidders of same category, the bidder with the highest turnover in any of the last three years as submitted against Turnover criteria shall be considered for preference.
- For tie at L1 position, Tie breaker criteria as specified in NIT shall be followed.

22.2.3. The final allocation of quantity shall be done as per methodology specified in the bid under evaluation criteria in Technical Bid (**Part-A**)

### **23. General Guidelines on Preferential Bidding:**

- I) In cases of Public Tenders, if the bidder does not provide declaration against being a Class I or Class II Bidder ( as per specific requirement of bid eligibility for procurements defined in above sections) even after giving opportunity, the bid shall be rejected as being from a non -eligible bidder. For Global Tenders, if the bidder does not provide declaration against being a Class I Bidder (even after giving opportunity), the bidder shall be treated as a Non-Local Supplier / Non-Preferential Bidder.
- II) In case of procurement of any of the items appearing in the list of 358 items (as amended from time to time) reserved for procurement of from MSEs, only MSE bidders are eligible to bid. Offers of Non-MSE suppliers shall be summarily rejected.
- III) **Following shall be applicable for tenders invited on NIC portal** (where bidder can opt for only one option for purchase preference in the tender portal):
  - For availing purchase preference, bidders must necessarily update the necessary details in their profile in My Accounts Menu in the e tender (NIC) portal. Bidder who have updated details in bidder profile under any of the preference categories allowed in the tender will get option to avail preferential benefit and upload supporting document for availing preferential benefit, based upon the tender



provisions regarding applicable preference categories. Merely updating the bidder Profile does not make the bidder eligible for Purchase Preference for this tender. The bidder must select “Yes” option in “Avail Preferential Bidder Option” and upload the valid preference document for the same, for claiming preferential benefit.

- “Avail Preferential Bidder Option” will be available for only those Bidders, whose Profile have the Preference Category matching the Preference Category allowed in the Tender.
- After updating the Profile with correct Preference Category (which allowed in tender), Bidder need to mandatorily click “Show My Latest Profile” to fetch the latest/updated profile of the Bidder to get “Avail Preferential Bidder Option”.

Further, to help bidder understand the process of preferential bid submission, a Document “Operational Help Book for Bidders on Preferential Bid Submission in IOCL E-Tender portal” has been uploaded in “Announcement” section of IOCL e-Tendering portal.

- Bidders intending to claim preferential benefit must comply with the requirements as explained below.
- Currently, the NIC portal allows only one option to be chosen by the bidder for availing purchase preference (i.e either under PPP-MII or PPP-MSE but not both simultaneously) Considering this, following modality shall be followed for concurrent application.
  - a) 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.
  - b) 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 by bidder	Valid document for preferential treatment to be submitted by bidder	Modality for preferential treatment in allocation
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.

- IV) It may be noted that only qualified preferential bidders who have quoted within the applicable purchase preference margins, submitted valid documents towards establishing their status for purchase preference and agree to match the offered L-1 price shall only be considered for allocation as per terms and conditions of the tender.
- V) If it is not feasible to split MSE allocation into many parts, the exact number of parts in which the work can be divided keeping sub allocation target for SC/ST (4%) and Women MSEs (3%) as specified in NIT.

For Purchase Preference under PPP 2012 in the above listed scenarios, sub allocation between SC/ST and Women MSE shall be done from within the MSE allocation in all cases where MSE is not L1.

#### **24. Bid Security Declaration (BSD):**

Bidders to note that there wherever Bid Security Declarations are allowed in NIT in lieu of EMD, there shall be no requirement of paying EMD. However, to honour the tender / offer terms, all bidders shall be required to mandatorily submit the Bid Security Declaration in lieu of EMD as per the standard format attached.

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

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

Digitally signed BSD by Authorised Signatory (with signature imprint at the designated place/page within the format) with all particulars filled in, shall also be acceptable

#### **25. Ambiguity/Incomplete Document against PQC Document:**

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.

IOC reserves the right to complete the evaluation, with or without seeking any additional supporting documents/clarifications.

## 26. Original Document Verification:

Submission of authentic documents is the sole responsibility of the bidder. However, IOCL reserves the right to verify the PQC 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.

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 / invoking of Bid Security Declaration clause, termination of order (wherever applicable) and holiday listing / suspension (in GeM) of the bidder / vendor.

Document verification with originals may be carried out after opening of price bids for the short-listed bidder(s) only.

Shortlisted bidder(s) shall be required to present their original documents to the tender inviting authority within a period of 7 days from the date of intimation by IOCL. In the event of failure of such bidder(s) to get the documents verified as per the specified time schedule, the EMD of the bidder(s) shall be forfeited/ Bid Security Declaration clause shall be invoked.

Original Document Verification shall normally be undertaken at the office of the Tender Inviting Authority.

Non-response by the bidder to document verification requests, despite a reminder and final intimation, shall be construed as backing out from the bidding process. The bidder shall be liable for appropriate action as per the tender conditions. The Corporation also reserves the right to take action as per the holiday listing guidelines in cases where the bidder has emerged as L-1.

## 27. Acceptance of PQC documents of Related / Unrelated Parties:

**27.1.** The experience of bidding entity only will be considered unless or otherwise specified in NIT. In normal cases under the scenario "The experience of bidding entity only will be considered " the following shall also be applicable while considering experience of bidding entity.

SN	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	<p>(i) An entity (A) takes over another entity (B) and B ceases to exist.</p> <p>(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.</p>	<p>(i) Bidder can use previous financial credentials of company taken over by bidder or of its own.</p> <p>(ii) Bidder cannot use previous financial credentials of specific business vertical of company taken over by bidder.</p>	<p>(i) Bidder can use previous experience of company taken over by bidder.</p> <p>(ii) Bidder can use previous experience of the business vertical which has been taken over by bidder (not entire experience of entity B).</p>
3	<p>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.</p>	<p>The new entity can use the financial credentials of the erstwhile proprietorship concern / partnership firm.</p>	<p>The new entity can use the experience of the erstwhile proprietorship concern/ partnership firm.</p>

**Note :**

1. While claiming the credentials of the erstwhile entity(ies) which cease to exist, against above clauses, bidder to provide the additional supporting documents/approvals of concerned authorities (e.g Registrar of Firm, Ministry of Corporate affairs as applicable), as applicable in support of their claim regarding Merger / Take over / corporate restructuring / conversion of Proprietorship/Partnership to company.
2. While claiming the credentials of the erstwhile proprietorship firm, in case of Conversion of Proprietorship Concern / Partnership Firm into company, bidder to provide the additional supporting documents such as Asset Transfer Statement and / or Business Transfer Agreement etc as applicable.
3. Usage of credentials of erstwhile Entity(s)/Proprietorship firm etc shall be restricted to financial criteria, Techno-commercial experience criteria. All statutory documents including PAN, GSTIN etc shall be required in the name of the bidder firm ( i.e the resulting entity/partnership firm)

4. In addition, for scenario under Sl 2(ii), the bidder has to supplement their claim [of having executed the order(s) issued in the name of (B) and executed by the specific business vertical of (B) which was later been taken over by (A) and business vertical of (B) ceases to exist] by providing certificate from Statutory Auditor duly supported with certificate by the Director of the bidding company.

**27.2.** The following clauses shall only be applicable when the same are explicitly specified in NIT and duly elaborated along with necessary supporting documents to be sought from bidders against respective scenario. In case these clauses are not explicitly specified in NIT (under PQC /Evaluation criteria) the same shall not be applicable for the specific tender.

SN	Scenario	Financial criteria	Techno-commercial experience criteria
1	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 may be taken from parent and subsidiary for joint and several responsibilities.
2	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.
3	Demerger of an entity (B) from another entity (A) by virtue of corporate re-structuring 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 de-merger, 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 de-merger, 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).
4	If Joint Venture company is the bidder	To be considered as sole bidder.	To be considered as sole bidder

## 28. Explanatory Notes on Calculation of Annualised Experience Value:

**(Only Applicable for Rate Contracts and Other Term-Service Contracts / Jobs (more than one year duration) wherever evaluation has to be done as per annualised value)**

### 28.1. The calculation of Annualised Experience Value shall be done as per following:

Annualised Experience Value = (Completed Value including GST ÷ Actual Completion Duration in Months) × 12

Where, **Completed Value** refers to the certified value of completed work (i.e. executed value of completed works). **Actual Completion Duration in Months** is calculated from the certified start and completion dates, rounded to the nearest full month.

**Example :** ₹15 Cr completed over 15 months → Annualised Experience =  $(15 \div 15) \times 12 = ₹12 \text{ Cr}$

### 28.2. Contracts with Duration Less Than 12 Months

If contract duration is less than 12 months, the total completed value (at face value, without annualisation) shall be treated as the annualised value.

**Example:** ₹15 Cr completed in 9 months → Annualised Experience = ₹15 Cr

### 28.3. Contracts with duration more than 1 Year and with Provision of Extension.

For contract with extension, the cumulative completed value of entire completed period (i.e. Original Contract + Extension(s) thereof) shall be admissible for annualised value calculation, provided such extension(s) are issued in continuation to the original contract and extended period is also completed.

If any extension period remains incomplete or is still ongoing, the executed value corresponding to that partially completed extension shall not be admissible for inclusion in the cumulative completed value.

Accordingly, If the client's completion certificate explicitly mentions completed values for both original and extended periods, the higher of the following shall be admissible:

- Annualised value for original period
- Annualised value for cumulative period (i.e. original + extension)

In case of **contracts with multiple extensions**, the annualisation of experience shall be restricted to the original contract period and its consecutive & fully completed extension(s) as per above. Annualisation shall not be permitted for any standalone extension, nor for any combination of extensions that either excludes the original contract period or does not follow a sequential and completed execution up to the last claimed extension.

**Example1: 1 Yr +1 Yr (Extn) Contract** (i.e. Original Contract for 1 Year and extendable for further 1 Year) :

- Completed Value for Year 1: ₹12 Cr
- Completed Value for Year 2: ₹18 Cr  
→ Annualised Experience =  $[(12 + 18) \div 24] \times 12 = ₹15 \text{ Cr}$
- If only 6 months of Year 2 is completed (for executed value say, Rs. 9 Cr) and the contract is ongoing → Executed value of partial extension is not admissible, in such case  
→ Annualised Experience = ₹12 Cr (based on Year 1 only)

**Example2: 3 Yr + 1 Yr (Extn) Contract** (Multi-Year Contracts with Segregated Yearly Completed Values)

- Completion certificate specifies year-wise completed values: (₹5 Cr + ₹6 Cr + ₹4 Cr) + ₹7 Cr.
- Completed value of Original 3 Years contract period becomes Rs. 15 Cr.

Option	Calculation	Annualised Experience
Avg. of original 3 Years	$[15 \div 36] \times 12$	₹5 Cr
Avg. of original 3 Years + 1 year extn	$[(15 + 7) \div 48] \times 12$	₹5.5 Cr

- Highest Admissible Annualised Experience = ₹5.5 Cr
- Any Segregated yearly value (if bifurcation provided, say Rs. 6 Cr for 2<sup>nd</sup> year), within the original contract period shall not be considered as the annualised experience.

**Example3: 1 Yr +1 Yr (Extn-1) +1 Yr (Extn-2) Year contract** (Contracts with Multiple Extensions)

- Completion certificate specifies year-wise completed values: ₹5 Cr + ₹6 Cr + ₹10 Cr

Option	Calculation	Annualised Experience
Year 1 only	Value of Year 1	₹5 Cr
Avg. of Year 1 + 2	$[(5 + 6) \div 24] \times 12$	₹5.5 Cr
Avg. of Year 1 + 2 + 3	$[(5 + 6 + 10) \div 36] \times 12$	₹7 Cr

- Highest Admissible Annualised Experience = ₹7 Cr
- For the above Example, any standalone extension or any combination of extensions that either excludes the original contract period or does not follow a sequential and completed execution up to the last claimed extension (which also includes the following) **shall not be admissible** under Annualised Value.
  - Avg. of Year 1 + 3  $\rightarrow [(5 + 10) \div 24] \times 12 = ₹7.5$  Cr
  - Avg. of Year 2 + 3  $\rightarrow [(6 + 10) \div 24] \times 12 = ₹8.0$  Cr
  - Standalone value of Year 3  $\rightarrow ₹10$  Cr

**Note:** In all the above scenarios, the date of completion (whether as per the original contract or the last claimed extension) must fall within the permissible period for consideration under the similar work experience criteria.

**28.4. General Instructions for Bidders for document submission on claims of annualised value.**

- It shall be the sole responsibility of the bidder to claim Annualised Experience Value against 1/2/3 similar completed order(s)/work(s), by submitting unambiguous completion certificate(s) issued by the client(s) against respective completed work Order(s), clearly specifying the **completed contract value (inclusive of GST)** and with Start & Finish Date for calculation of the **actual duration of completion** in months.



- (b) In case of claiming order/contract extensions, the bidder must ensure that the completion certificate explicitly mentions the cumulative completed value and confirms completion of both the original and extended period(s). Such extensions must be in continuation to the original order/contract.

It shall be the responsibility of the bidder to submit documentary evidence clearly linking any claimed extension to the original contract/order, such as extension orders referencing the original contract/order or issued under the extension provisions thereof. In the absence of such linkage, the claimed extension shall not be considered for evaluation of annualised experience.

- (c) For contracts with multiple extension, completed values for Original Orders and its completed Extension(s) must be clearly indicated wherever required, to facilitate calculation of the claimed annualized experience. Claims based on partially completed extensions, ambiguous documentation, or unsupported combinations of year-wise values shall be liable for rejection.
- (d) All submitted supporting documents must be legible, verifiable, and the Claimed Annualised Experience Value (whether in the Statement of Credentials (SOC) or otherwise) should be aligned with the methodology prescribed and the claimed details should be derivable from the submitted Client's completion certificate(s). In the absence of the same, the Corporation's decision on the adopted annualised value shall be final and binding on all bidders.

**29. Clause with Respect to Countries with Land Border with India:**

- 29.1 Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. Copy of the registration certificate is to be submitted along with the bid.
- 29.2 The Competent Authority for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).
- 29.3 Registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance/ placement of order, registration shall not be a relevant consideration during contract execution.
- 29.4 However, the bidders from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in developmental projects may participate in this tender and they shall not require any separate registration for the participation.
- 29.5 "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in this tender.
- 29.6 Bidder from a country which shares a land border with India for the purpose of this Order means
- i. Any entity incorporated, established or registered in such a country; or
  - ii. A subsidiary of an entity incorporated, established or registered in such a country; or

- iii. An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv. An entity whose “beneficial owner” is situated in such a country; or
- v. An Indian (or other) agent of such an entity; or
- vi. A natural person who is a citizen of such a country; or
- vii. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.

29.7 “Beneficial Owner” in the above paragraph will be as under:

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

Explanation -

- a) “Controlling ownership interest” means ownership of, or entitlement to, more than twenty five percent of shares or capital or profits of the company.
- b) “Control” shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
- ii. In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership.
- iii. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
- iv. Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official.
- v. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

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

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

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

**30. Bidders under Insolvency or Liquidation or Bankruptcy Proceedings under Insolvency and Bankruptcy Code, 2016:**

A. Offer from the following type of bidders shall not be considered:

- i. Bidder(s) who themselves have voluntarily filed a petition for commencement of insolvency resolution process or liquidation or bankruptcy proceeding under the Code or any other applicable law (in case where Code is not applicable) at any stage of the bidding process; and
- ii. Bidder(s) against whom a petition for commencement of insolvency resolution process or liquidation or bankruptcy proceeding is admitted under the Code or any other applicable law (in case where Code is not applicable) at any stage of the bidding process.

B. It shall be the responsibility of the bidder to inform IOCL in writing in **Annexure-B2** immediately and in any event within one (1) working day from the earlier of either: (i) filing; or (ii) admission/ rejection by National Company Law Tribunal (NCLT), Debt Recovery Tribunal (DRT) or any other court or tribunal having jurisdiction, of the petition for insolvency resolution or liquidation proceedings under the Code or any other applicable law (in case where Code is not applicable).

C. 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 as and when relevant, their bid shall be liable to be rejected by IOCL.

D. The bidder is required to submit an undertaking/declaration with respect to its insolvency in the format attached at the time of submission of bid (**Annexure-B**) as well as before the award of contract (**Annexure-B1**) within the timelines prescribed by IOCL.

E. Non submission of such declaration/undertaking shall render the bid of such bidder liable to be rejected.

F. IOCL reserves its right to evaluate and finalise the bid without considering the bid of any bidder undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code or under any other law (where IBC is not applicable) regardless of the stage of tendering.

G. 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, the bid of the next higher eligible bidder will be considered for further processing. EMD of such bidder shall be returned.

H. Offer from following types of bidders will be liable for rejection

- (a) Who are under liquidation, court receivership or similar proceedings.
- (b) 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 eligible bidder will be considered for further processing.

- If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove, in their bid or at any later stage, as applicable, their offer is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the bidder, in any form whatsoever.
- IOCL reserves the right to cancel/terminate the contract without any liability on the part of IOCL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
- If bidder fails to share or misrepresents the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove and the bidder's bid results in a contract, IOCL, without prejudice to any other remedy or action available with IOCL, shall be within its rights to terminate the resultant contract.

### **31. Business Transaction Status of Bidder:**

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

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

### **32. Rejection of Bid:**

#### **32.1. Bid is invalid and shall be rejected in the following circumstances:**

- (i) Does not fulfil minimum qualification criteria prescribed in the tender documents.
- (ii) In case the bidder misrepresents facts or submits, forged, false or fabricated document.
- (iii) Bidder is holiday listed as per prevailing holiday listing guidelines.
- (iv) Offer from the following type of bidders
  - (a) Bidder(s) who themselves have voluntarily filed a petition for commencement of insolvency resolution process or liquidation or bankruptcy proceeding under the Code or any other applicable law (in case where Code is not applicable) at any stage of the bidding process; and

- (b) Bidder(s) against whom a petition for commencement of insolvency resolution process or liquidation or bankruptcy proceeding is **admitted** under the Code or any other applicable law (in case where Code is not applicable) at any stage of the bidding process.
- <sup>f</sup> (v) Indulges in tampering of document
- (vi) Offer from joint bidders / consortium, unless specifically permitted in the tender for such bidding.
- (vii) Bidder is not eligible to participate
- (viii) The bidder does not sign the IP Agreement (if applicable)

### 32.2. Bid is also liable for rejection if the bidder:

- (i) If the Earnest Money Deposit/ Bid Security Declaration is not deposited or exemption document (if applicable) is not uploaded before closing date and time of tender.
- (ii) Stipulates the validity period of the bids lesser to what is stated in the tender document and refuses to extend the same in line with the tender condition.
- (iii) Stipulates his own conditions and refuse to withdraw them.
- (iv) Does not disclose the full names and addresses of all his partners in the case of a partnership concern.
- (v) Does not fill in and sign the tender acceptance formats as specified in the tender.
- (vi) **(For Works & service tenders only)** Does not have his 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.
- (vii) If the bids are partly quoted.
- (viii) If the bids contain unacceptable terms and conditions.
- (ix) Any discrepancy done with the BOQ uploaded on the e-tender portal.
- (x) Does not submit bid in the prescribed format making it impossible to evaluate the bid.
- (xi) Indulges in tampering of tender documents
- (xii) Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria
- (xiii) Non-withdrawal of conditions imposed in tender document & conditions imposed during negotiations after Price Bid opening.
- (xiv) Offer from following types of bidder will not be accepted
  - (a) Who are under liquidation, court receivership or similar proceedings.
  - (b) 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 eligible bidder will be considered for further processing.
  - (c) 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.
  - (d) Foreign bidders participating in domestic /national tender.
  - (e) Offer from joint bidders / consortium, unless specifically permitted in the tender for such bidding.

### **33. Submission of Bid as MSE (Micro and Small Enterprise)**

- 33.1 As per Section 7(4) of Ministry of MSME's Notification No. S.O2119(E) dated 26th June, 2020, an enterprise registered with any other organization under the Ministry of MSME shall register itself under Udyam Registration. With effect from 01.07.2020, MSEs registered under Udyam Registration are eligible to avail the benefits under the Policy.
- 33.2 All MSE bidder shall mandatorily submit valid UDYAM Registration Certificate for submission of bid as MSE bidder.
- 33.3 For availing benefits as MSE bidder, the registration certificate submitted must also specify the category of enlistment as "Micro or Small enterprise".
- 33.4 For availing relaxation in PQC / Purchase Preference, the bidders shall be required to submit the declaration on "Confirmation on Applicability Of "Micro and Small Enterprises Order 2012" as per Format **ANNEXURE-L** supported with valid UDYAM Registration.
- 33.5 As per FAQ circulated vide OM Ref. F.No. 1 (3)/2018-MA, Part-III Dated 25.03.2022 by the office of DC, MSME, the benefits of PPP are applicable to all eligible MSEs irrespective of relevance of product Category. Policy is meant for procurement of only goods produced and services rendered by MSEs. However, traders/ distributors/ sole agent/ Works Contract are excluded from the purview of Public Procurement Policy for MSEs Order, 2012.

However, bidder to confirm the details of registration as per **ANNEXURE-L**.

- 33.6 As per MSME Gazette Notification CG-DL-E-18102022-239737 [S.O. 4926(E) ] dt 18.10.2022 below mentioned clause is applicable.

"In case of an upward change in terms of investment in plant and machinery or equipment or turnover or both, and consequent re-classification, an enterprise shall continue to avail of all nontax benefits of the category (micro or small or medium) it was in before the re-classification, for a period of three years from the date of such upward change".

- 33.7 As per MSME Gazette Notification S.O. 2119(E) Dated 26.06.2020, In case of reverse-graduation of an enterprise, whether as a result of re-classification or due to actual changes in investment in plant and machinery or equipment or turnover or both, and whether the enterprise is registered under the Act or not, the enterprise will continue in its present category till the closure of the financial year and it will be given the benefit of the changed status only with effect from 1st April of the financial year following the year in which such change took place.
- 33.8 In case bidder is uploading UDYAM Registration under MEDIUM Category referring the above clause, it shall be the responsibility of bidder to substantiate their claim of being considered as MICRO/SMALL by enclosing relevant documents trail and clarifications.
- 33.9 The Definition of MSE owned by women enterprise is given under:
- (a) In case of proprietary MSE, Proprietor shall be Women
  - (b) In case of partnership MSE, the Women partners shall be holding at least 51% shares in the enterprise.
  - (c) In case of Private Limited companies, at least 51% shares shall be held by Women promoters.
- 33.10 The definition of MSEs owned by SC/ ST is given as under:
- (a) In case of proprietary MSE, proprietor shall be SC /ST.
  - (b) In case of partnership MSE, the SC / ST partners shall be holding at least 51% shares in the unit.



- (c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

**33.11** It is mandatory to disclose the status as SC/ST/Women for in Udyam Registration.

If an MSE enterprise wants to avail preferential benefits under the Public Procurement Policy for being SC/ST or Women-owned, it is mandatory that the corresponding Social Category (SC/ST) or Gender (Women/Female) is explicitly disclosed in the Udyam Registration.

**34. Conciliation (IOC Conciliation Rules 2014)**

Notwithstanding any other mechanism for dispute resolution provided under the General Conditions of Contract, with a view to a speedy resolution, the CONTRACTOR and OWNER may at any time endeavor to settle through conciliation a dispute referable for settlement by Conciliation under and in accordance with the Indian Oil Corporation Limited Conciliation Rules, 2014 (hereinafter referred to the "said Rules") as amended from time-to time. The said Rules may be downloaded from the OWNER's Website at [www.iocl.com](http://www.iocl.com) and if not available, a copy thereof may be obtained from the OWNER on written request.

**35. Applicability of Arbitration and Value of Disputed**

Arbitration shall not be routinely or automatically adopted as a method of dispute resolution unless explicitly included and permitted under Technical Bid i.e. Part-A. However, where arbitration is included in Technical Bid (Part-A), it shall be read in conjunction with the following clauses, which shall apply to the respective scenarios.

**(A.) For domestic tenders for procurement of works/services where arbitration clause is applicable:**

Notwithstanding anything to the contrary contained in Section 9.0.0.0 of General Conditions of Contract but without prejudice to the provisions relating to Notified Claims, it is agreed that any dispute between the CONTRACTOR and OWNER shall be resolved through arbitration, only if the cumulative value of Notified Claims of Contractor and the claims of OWNER does not exceed Rs. 10 Crore. It is further agreed that in case the cumulative value of Notified Claims of the CONTRACTOR (inclusive of interest amount claimed by CONTRACTOR till the date of filing of statement of claim or the counter-claim as the case may be) filed before Arbitrator and the claims of OWNER (inclusive of interest amount claimed by OWNER till the date of filing of statement of claim or the counter-claim as the case may be) filed before the Arbitrator exceed Rs. 10 Crore, the Arbitrator so appointed shall refrain from proceeding in the arbitration and the arbitration proceedings shall stand terminated forthwith.

**(B.) For non-GeM domestic tenders for procurement of goods/materials where arbitration clause is applicable:**

Notwithstanding anything to the contrary contained in Contract, it is agreed that any dispute between the Vendor and IOCL/Purchaser shall be resolved through arbitration, only if the cumulative value of the claims of Vendor and the claims of IOCL/Purchaser does not exceed Rs. 10 Crore. It is further agreed that in case the cumulative value of claims of the Vendor (inclusive of interest amount claimed by Vendor till the date of filing of statement of claim or the counter-claim as the case may be) filed before

Arbitrator and the claims of IOCL/Purchaser (inclusive of interest amount claimed by IOCL/Purchaser till the date of filing of statement of claim or the counter-claim as the case may be) filed before the Arbitrator exceed Rs. 10 Crore, the Arbitrator so appointed shall refrain from proceeding in the arbitration and the proceedings shall stand terminated forthwith.

**(C.) For GeM tenders for procurement of goods/materials (Not applicable for tender invited in NIC Portal)**

Notwithstanding anything to the contrary contained in Contract, it is agreed that any dispute between the Buyer and Seller shall be resolved through arbitration by a sole arbitrator to be appointed mutually by the Buyer and Seller, only if the cumulative value of claims of Buyer and the claims of Seller does not exceed Rs. 10 Crore. It is further agreed that in case the cumulative value of claims of the Buyer (inclusive of interest amount claimed by Buyer till the date of filing of statement of claim or the counter-claim as the case may be) filed before Arbitrator and the claims (inclusive of interest amount claimed by Seller till the date of filing of statement of claim or the counter-claim as the case may be) filed before the Arbitrator exceed Rs. 10 Crore, the Arbitrator so appointed shall refrain from proceeding in the arbitration and the proceedings shall stand terminated forthwith.

**36. Handling of Disputes with PSE/Govt Departments:**

In case the successful bidder is a PSE or a Govt. Department then the disputes arising between the parties shall be taken up through Administrative Mechanism for Resolution of CPSE's Dispute (AMRCD) as per Department of Public Enterprises notification no. DPE-05/0002/2023-AMRCD dated 25.07.2024

**37. Interest Prohibition Clause:** The following interest prohibition clauses shall be applicable for various scenarios given below:

**(A) Applicable in cases where arbitration clause is present in GCC but is applicable for only notified claims:**

**Arbitration:** Parties agree that the Contractor shall not be entitled for any pre-reference and pendente-lite interest i.e., date of cause of action till date of Award by Arbitral Tribunal. Parties agree that Contractor's claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter to the Contractor. Where the arbitral award is for the payment of money, no interest shall be payable by Owner on whole or any part of the money for any period till the date on which the award is made.

**Suit:** Parties agree that the Contractor shall not be entitled for any pre-filing interest i.e., date of cause of action till date of filling of civil suit Parties agree that Contractor's claim for any such interest shall not be considered and shall be void. The Civil Court/Commercial Court shall have no right to award pre-filing interest in the matter to the Contractor. Where the civil decree is for the payment of money, no interest shall be payable by Owner on whole or any part of the money for any period till the date on which the suit is filed.

**(B) Applicable in cases where the relevant GCC/GPC/GTC contains arbitration clause applicable for all types of dispute/ claims :**

Parties agree that the Contractor shall not be entitled for any pre-reference and pendent-lite interest, i.e., date of cause of action till date of Award by Arbitral Tribunal. Parties agree that Contractor's claim for any such interest shall not be considered and shall be void. The Arbitrator or Tribunal shall have no right to award pre-reference or pendent-lite interest in the matter to the Contractor. Where the arbitral award is for the payment of money, no interest shall be payable by Owner on whole or any part of the money for any period till the date on which the award is made.

**(C) Applicable in cases where no arbitration clause is present in GCC/GPC/GTC:**

Parties agree that the Contractor shall not be entitled for any pre-filing interest, i.e., date of cause of action till date of filing of civil suit. Parties agree that Contractor's claim for any such interest shall not be considered and shall be void. The Civil Court/Commercial Court shall have no right to award pre-filing interest in the matter to the Contractor. Where the civil decree is for the payment of money, no interest shall be payable by Owner on whole or any part of the money for any period till the date on which the suit is filed.

**38. Others:**

**38.1. Each tenderer can submit only one bid:**

- a) It is clarified that a person shall be deemed to have submitted multiple bids if he submits more than one bid either individually or in any combination of person (individual capacity, proprietor, affiliates, partnership, association of persons, Company. A person shall for this purpose mean an individual, proprietor, any partner, association of persons, affiliate, company, etc.
- b) A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
- c) A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- d) A person shall be deemed to have bid in a Company format if, the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid or is a Director of the Company which has submitted a bid or holds more than 10% (ten percent) of voting share capital and/or is a Director of a holding Company which has submitted the bid.

All such multiple bids shall be liable for rejection and the Earnest Money Deposit 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.

- 38.2. Affiliates of a firm are not permitted to make separate bids directly or indirectly. Two or more parties who are affiliates of one another can decide which affiliate will make the bid. Only one affiliate may submit a bid. If two or more affiliates submit more than one bid, then all such bids shall be liable for rejection.**

Consultants or their subsidiary company or companies under the management of consultant, are not eligible to quote for the execution of the same job for which they are working as consultant.

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.

- 38.3.** Bids from Consortium or MOU or JV parties shall not be accepted (unless specified in NIT).
- 38.4.** Undertaking for acceptance of tender: Bidders are requested to upload the undertaking by the bidder in the format given in the tender, against submission of complete set of Tender Documents, as a token of acceptance to the tender terms and conditions.
- 38.5.** The bidder has to give declaration in a prescribed format (**ANNEXURE-E**) that he/it/they is/are not under any Holiday List/Blacklist declared by the OWNER or by any Department of the State or Central Government or by any other Public Sector Organization and that there is no inquiry in respect of any corrupt or fraudulent practice pending against him/it/them. In case he/ it/they are under any such list, or any inquiry is pending he/it/they shall in the declaration give full details thereof.

The bidder to give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof confirm NIL ( tick the box provided for NIL) in the ANNEXURE-E. In case no particulars is filled in and "NIL" not ticked in the submitted declaration, it shall be presumed that bidder is confirming "NIL".

- 38.6.** Holiday listing by other PSUs / Government Departments shall not automatically extend to Indian Oil Corporation Limited unless the Administrative Ministry of IOCL advised for the same after undertaking due diligence and process.
- 38.7.** 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.

The bidder to confirm the above details in the **ANNEXURE-F**. Bidder to note that specific formats given for different type of firm viz Part-A for Sole Proprietor, Part-B for Partnership Firm and Part-C for Public / Private Limited Company, however Part-D is applicable for all type of Firms.

**38.8. Legal Disputes:**

Any legal dispute shall be handled as under:

For disputes up to stage of LOA - The Court having geographical jurisdiction over the tendering location.

For disputes during execution stage - The Court having geographical jurisdiction over the respective State Office or Regional Office or HO.

**38.9.** Bidders may note that the following are attached separately and uploaded in the E-Tendering portal:

- a) Special Instructions to bidders for participating in E-Tendering
- b) FAQ's -online EMD facility in IOCL E-Tendering and
- c) Format for Acceptance of Tender Terms and Conditions
- d) Bidders help document on preferential bidding.

**38.10.** All bidders must login and visit their DASHBOARD on regular basis to get the timely updates related to any communication sent in the form of e-mail/SMS by system.

**38.11.** The language of all the documents to be in the Tender shall be in English.

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

For an Indian bidder submitting a document in Indian language other than English / Hindi, self-certified translated document in English duly notarised, shall be submitted as part of the bid documents at no extra cost to Indian Oil Corporation Limited.

In case the bidder does not submit the translated document in English, even after being given one opportunity to resubmit the same, the bid will be liable for rejection.

**38.12.** Right of Bidder to question rejection at Techno-commercial or at ordering Stage:

A bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or:

- (i) Techno-commercial bid has been rejected wrongly - Such representation in writing has to be sent to tender inviting authority within 24 / 48 hrs. (or as per time allowed in the portal) of freezing of evaluation on e-portal. Only a directly affected bidder can represent in this regard. Only a bidder who has participated in the concerned procurement process, i.e., prequalification, bidder enlistment or bidding, as the case may be, can make such representation.
- (ii) Bidder's financial bid has not been evaluated correctly - Such representation has to be sent within 10 days from the date of LOA / Purchase Order whichever is earlier. The procuring entity should ensure a decision within 15 days of the receipt of the representation. Such representation for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

Only a directly affected bidder can represent in this regard.

- (a) Only a bidder who has participated in the concerned procurement process i.e. prequalification, bidder enlistment or bidding, as the case may be, can make such representation.
- (b) In case pre-qualification bid has been evaluated before the bidding of technical/ financial bids, an application for review in relation to the technical/ financial bid may be filed only by a bidder who has qualified in pre-qualification bid.
- (c) In case technical bid has been evaluated before the opening of the financial bid, an application for review in relation to the financial bid may be filed only by a bidder whose technical bid is found to be acceptable.

**38.13. Following decisions of the procuring entity shall not be subject to review:**

- i) Determination of the need for procurement;
- ii) Selection of the mode of procurement or bidding system;
- iii) Choice of selection procedure;
- iv) Provisions limiting participation of bidders in the procurement process;
- v) The decision to enter into negotiations with the L1 bidder;
- vi) Cancellation of the procurement process except where it is intended to subsequently retender the same requirements.
- vii) Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/ contractor; and
- viii) Complaints against specifications except in cases where the specifications are alleged to be either vague or too specific so as to limit competition.

**38.14. Right of Owner to accept or reject tenders:**

- (a) Tender process can be abandoned without assigning any reason thereof. No compensation shall be paid for the efforts made by the bidder.
- (b) IOCL 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. Reasons for rejection shall be disclosed on written representation by the concerned bidder whose bid is rejected.
- (c) 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 Bid.
- (d) 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.

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### SECTION - 3

#### Reverse Auction - Process

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

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

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

a) In case of tenders without preferential bidding:

If there are more than three (3) techno-commercially acceptable bids, bidder having highest quote (H1 bidder) will be rejected.

b) In case of tenders with preferential bidding and if there are more than three (3) techno-commercially accepted bidders:

i. H1 bidder will be rejected if he is a non-preferential bidder.

ii. In case if H1 bidder is a preferential bidder, H1 bidder will be rejected if his quote is beyond the defined tolerance limit of L1 price as per his preferential category.

c) In case of more than one H1 bidders (H1 tie), latest bid received (bidder whose bid is received at the last) out of all H1 bidders will be rejected as per provisions mentioned above.

d) In case of multi-lot auction, Lot-wise H1 bidder will be disqualified as per the provision mentioned above.

e) An intimation by mail/SMS shall be provided to the eligible bidders for Reverse Auction.

**RA3:** The lowest price as well as bidder's latest price shall be available on the Reverse Auction screen at any point of time during the Auction process. This displayed price is the evaluated price based on which the lowest bid is determined as per evaluation criteria of BOQ / Tender Terms & conditions. Accordingly, the bidder will put his quote in the Auction window if he wants to offer the reduced price considering the evaluation criteria as per Price Bid (BoQ) / Tender Terms & Conditions.

**RA4:** Wherever required, the Evaluation factor/criteria shall be informed to the bidders before start of RA. In other cases, the bidder shall calculate his final evaluated price as per BOQ or evaluation criteria mentioned in the tender document and quote accordingly.

**RA5:** The lowest quote after end of Reverse Auction shall be considered for further processing.

**RA6:** 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.

**RA7:** IOCL reserves the right to conduct price negotiation with overall L1 bidder based on outcome of RA.

**Note:**

**Bidders are advised to refer the document "Submission for Reverse Auction.pdf" under the option of "Online Bid Submission of Reverse Auction" in "Bidders manual kit" section of IOCL E-Tendering portal to know about the Reverse Auction procedure. Bidders should also refer "Bidders Manual for Tender Cum Auction"**

## SECTION - 4

### Clauses on Taxation (Taxes and Duties)

#### **(A) Tax Conditions for Works Contracts:**

1. The quoted price shall be comprise of basic rate and SGST & CGST/ IGST.
2. The Bidder/Contractor shall not directly consign any material under their scope of supply to Owner.
3. 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.

4. 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.

5. 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.

6. 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 shall be treated at par with “Unregistered” Taxable
7. 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.
8. 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. (The sample format is incorporated as **Annexure A2** at the end of this section, however bidder to refer technical bid for tender specific format)
9. 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.
10. 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
11. In case Service is specified where Service Recipient is liable to pay GST under Reverse Charge, same shall be clearly mentioned in the Annexure as referred in para 8 above.
12. Bid evaluation shall be done after considering GST Rates and Service Accounting Code (SAC) quoted or confirmed as per the format provided in the Technical Bid or and shall be evaluated on gross tax basis i.e. after including amount of GST so quoted or confirmed.
13. Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.
14. CGST & SGST (or UTGST) or IGST, as the case may be, shall be released only on receipt of GST Invoice containing the following details as per applicable GST laws: -
  - (i) Name, address and GSTIN of the supplier;
  - (ii) A consecutive serial number of the invoice;
  - (iii) Date of issue;
  - (iv) Name, address and GSTIN or UIN, if registered of the recipient;
  - (v) Name and address of the recipient and the address of the delivery, along with the State and its code,

- (vi) HSN Codes or Service Accounting Code (SAC);
  - (vii) Description of goods or services;
  - (viii) Total value of supply of goods or services;
  - (ix) Taxable value of supply of goods or services taking into discount or abatement if any;
  - (x) Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
  - (xi) 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);
  - (xii) Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
  - (xiii) Address of the dispatch point where the same is different from the place of supplier;
  - (xiv) Whether the tax is payable under Reverse Charge basis and
  - (xv) Signature or digital signature of the supplier or his authorized representative.
  - (xvi) Quick response code having embedded invoice reference number (IRN) in case invoice issued under rule 48/4.
15. 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.
16. 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.
17. 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.

18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

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.

**Annexure A2**
**Tax Quotation/ Declaration**

Name of Work:		
Tender No.:		
E-Tender Id:		
Place of Service:		
Name of Bidder:		
Bidders is requested to quote as below:		
GSTIN registration number		
<b>Particulars (see Para above and note Below)</b>	<b>To be by provided Owner.</b>	<b>To be confirmed by Bidder</b>
Applicable Service Category (for GST purposes)	To be by provided Owner.	
Applicable % of GST	To be by provided Owner.	
Service Accounting Code (SAC) / HSN code for selected Service Category/ Material	To be by provided Owner.	
Kindly confirm the following, Yes or No:		
1. Whether Service Covered under Reverse Charge? [At present Services of GTA, Legal and Sponsorship, among others, are covered under GST Laws]		
2. Whether the bidder is exempted from registration under GST (Turnover of less than Rs 20 Lakh/ 10Lakh in case of special category States)		
3. Whether Bidder is under Composition Scheme as defined under section 10 of CGST Act, 2017?		

*Note: In case the bidder seeks any deviation w.r.t. category of service, Service Accounting Code (SAC) and GST rate as pre-determined by OWNER, Bidder should provide the details with proper justification.*

**(B) Income Tax**

1. 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.
2. Wherever withholding tax i.e. Tax deduction at source (TDS) is applicable under the Income tax Act, 1961 the same will be deducted from the Invoices raised and TDS Certificate as per provision of the Income tax Act and Rules shall be issued to the Bidder/Contractor.
3. 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.



4. 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.
5. 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.
6. 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.
7. 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.

**(C) Tax Clause for Process Licensor Selection Tender**

1. Notwithstanding anything contained anywhere in the BID Documents or any intimation, notice, questionnaire, clarification, correspondence or communication at any time before submission of BID, following clauses shall apply for the purpose of Taxes and Duties described herein below.
2. All amounts in this bid (other than the quoted amount for Indian services in INR and supplies of equipment, machinery, catalyst or any other supply of goods) are net of any taxes and duties levied by the Indian Government on LICENSOR or LICENSEE. If any payment or deliverable hereunder shall be subject to the above which LICENSOR or

LICENSEE are required to pay, LICENSEE is required to withhold ("Taxes"), LICENSEE shall:

- (i) pay LICENSOR such a sum as to yield to LICENSOR, after payment of such Taxes, the full net amount due pursuant to this Agreement subject to OWNER LIABILITY (relevant clause mentioned below) and COMPLIANCE (relevant clause mentioned).
  - (ii) pay Taxes in accordance with the relevant rules and legislation to the applicable government with respect to this Agreement.
  - (iii) provide LICENSOR with certificates or any other form of documentary evidence issued by the relevant authority regarding the payment of the Taxes in a timely manner; and indemnify LICENSOR in respect of any claim or loss, which may arise as a result of any delay or failure of LICENSEE to meet above obligations; including penalties relating thereto or interest thereon (except deduction pursuant to relevant clause mentioned below)
3. All amounts in this BID for supply of equipment, machinery, catalyst or any other supply of goods made from outside India is not liable for any withholding tax subject to Licensor furnishing requisite documents and availing benefit under relevant DTAA. However, in case it is applicable, all amounts in this BID for supply 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 Licensor.
  4. 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 Licensor.
  5. LICENSOR shall be responsible for paying all direct taxes (including personal income tax as well as corporate Income Tax, etc.) for the Technical and Assistant Services in India in accordance with the relevant government rules with respect to this Agreement.
  6. The LICENSOR shall comply with all tax laws of India and subject to the provisions related to the LICENSEE, undertakes to file all "returns", "statements" and other documents, which it might be required to file under the laws of India.
  7. Subject to relevant clause mentioned below, OWNER LIABILITY on account of Indian Withholding Tax, whether at the time of BID submission or any time subsequent thereto, shall be limited to the lower of the following:
    - (i) Rate of Tax as applicable under Indian Income Tax Act.
    - (ii) Rate of Tax as applicable under Double Taxation Avoidance Agreements (DTAA) between India and the country of residence of the LICENSOR.Explanation: For the purpose of this Clause, "Rate of Tax as applicable under Indian Income Tax Act" shall not include rate of tax as determined by a Tax Deduction Certificate issued by Indian Income Tax Authorities.
  8. compliance by licensor: In order to afford OWNER to limit its liability as described in relevant clause mentioned above, LICENSOR shall submit: (i) copy of Tax Residency Certificate (TRC) issued by tax authorities of the country of residence of the Licensor (ii) Electronically generated Form 10F as specified in Indian Income Tax Act and Rules (iii)

copy of Permanent Account Number (PAN) issued by Indian Income Tax Authorities, if available, or Declaration in Lieu of PAN as specified in Rule 37BC of Income Tax Rules, 1962 and (iv) No PE Certificate. Format of Declaration in lieu of PAN is attached as part of BID document.

9. IF at the time of payment, rate of tax as determined by Tax Deduction Certificate issued by Indian Income Tax authorities is lower as compared to the rate of tax as determined under relevant clause mentioned above, rate as determined by tax deduction certificate issued by Indian Income Tax authorities shall be applied at the time of payment for the purpose of determining OWNER Liability under relevant clause mentioned above.
10. However, where LICENSOR is obligated under Indian Income Tax Act and rules made thereunder, to obtain Tax Deduction Certificate, it shall be obligatory on part of LICENSOR to submit the same, in original, to the Owner, and subject to relevant clauses mentioned above, tax will be deducted by applying the rate of tax as per Certificate of Deduction obtained by the bidder from Indian Income Tax authorities relevant to the Financial Year of payment. Any excess liability to the Owner on account of Indian Withholding Tax as described in relevant clause mentioned above shall be deducted from the dues payable to the Licensor.
11. GST or any other taxes (other than those covered under relevant clause mentioned above) applicable in India on the above fees, shall be levied on and paid by the LICENSEE.
12. All taxes, customs, duties and other dues arising outside India in connection with and in performance of the Agreement shall be borne by LICENSOR.
13. Services provided or goods supplied from India will attract GST (CGST & SGST or IGST as the case may be) and the bidder has to register themselves in India in accordance with Indian Goods & Services Tax Rules, 2017.
14. Bidder who has Permanent Establishment in India and/or quotation is in Indian Rupee (Fully or Partially) has to submit Invoice compliant with GST Laws and Rules so that LICENSEE can avail Input Credit of GST paid.
15. In case of any advance including Mobilization Advance given as per Contract, the BIDDER/CONTRACTOR shall issue Receipt voucher immediately on receipt of advance payment. Subsequent recoveries / adjustment of Advance amount shall be separately indicated in the GST Invoice for actual supply of Goods and Services. The Bidders who do not have Permanent Establishment in India, their entire amount of advance (net of taxes) will be treated and adjusted against the services proposed to be sourced from outside India.
16. In case of Price Variation of Services and Materials applicable as per Tender, the BIDDER/CONTRACTOR shall issue a GST Invoice containing all the details required as per GST Laws and Rules.
17. In case of Price Adjustment for delay in Completion applicable as per Tender Condition, the Bidder/Bidder/Contractor shall issue a Credit Note for the Price Reduction amount containing all the details required as per GST Laws and Rules for lower incidence of GST Or same can be adjusted in final bill issued by vendor.

18. The Bidder/Contractor/Licensor 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/ Licensor defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in GSTN network or non-filling 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/Licensor does not issue credit note to OWNER, OWNER would be constrained to recover the amount with consequential implications including interest / penalty payable.
19. All payments on account of for services from within India in INR shall be gross of Indian TDS.
20. All payments on account of supplies of equipment, machinery, catalyst or any other supply of goods & Services [other than those covered under clause (i) to (x) above] shall be gross of withholding tax levied under Indian Income Tax or Double Taxation Avoidance Agreement.
21. In all other cases, tax will be deducted by applying the rate of tax as determined under relevant clause mentioned above.
22. Bidders to note that the applicable rate of GST at present is 18% (Eighteen percent) for License and BDEP Fee and 18% (Eighteen Percent) for other services. For supply items, GST rates shall be as per respective HSN code.

**(D) Tax Conditions for LSTK Jobs**

- 1.0 Apart from the Tax condition mentioned herein, following Tax conditions needs to be suitably incorporated under LSTK Tenders
- 1.1 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.
- 1.2 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.
- 1.3 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.
- 1.4 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.

- 1.5 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.
  - 1.6 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.
  - 1.7 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.
  - 2.0 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.
  - 2.1 Credit notes to be issued by the Bidder/Bidder/Contractor for Price reduction on account of delay in delivery or same can be adjusted in final GST Invoice.
  - 2.2 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.
  - 2.3 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.
- (E) Custom Duty and Foreign Exchange Variation:**
- (a) 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:
1. 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.

2. 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.

**(b) Foreign Exchange (FE) variation**

1. FE variation shall normally not be allowed. In (global tenders) cases where Foreign Exchange (FE) involvement is envisaged, tender documents shall contain a clause indicating that 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.
  2. 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.
  3. 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.
- (c) 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.

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## **SECTION - 5**

### **Safety Policy for Contract Workers**

**(Applicable only for contracts where IOC acts as Principal Employer)**

#### **A. Safety Policy for Contract Workers' shall be applicable for the following-**

Contract workers engaged for Haulage & Housekeeping Contract, Canteen Contract, Security, Contract, PMCC / DG sets/Fire Engines Operation Contracts, Mechanical & Electrical Maintenance Contract, Project/ Construction activities through the Contractors at Operating Locations, Locations operating through O&M Contract, Contract works at Project/Construction site, Administrative Offices, etc., for whom Officer of IOCL is the Principal Employer/Occupier.

#### **B. Responsibilities of Contractor:**

Contractor shall adhere to safe Operation & Maintenance practices and guard against hazardous and unsafe working conditions and shall comply with OWNER's safety rules as set forth in GCC and other relevant condition of contract.

Contractors shall refer to the following OISD standards for familiarizing themselves with safety provisions to be adhered to at locations and construction site and for safety management:

- i. OISD-STD-105 - Work Permit System
- ii. OISD-GDN-192 - Safety Practices during Construction
- iii. OISD-GDN-207 - Contractor Safety

In the event of any irreconcilable conflict between the provisions mentioned in the Standards prescribed by the Oil Industry Safety Directorate/Regulations and the Safety provisions set out herein, the Safety Practices established by the Oil Industry Safety Directorate/Regulations shall prevail to the extent of the irreconcilable conflict.

The following guidelines have been outlined as part of statutory / regulatory requirement or good safety practices and compliance shall be ensured by the contractors while undertaking work at IOCL premises.

- To ensure that equipment along with all tools, tackles and brought out items used for execution at workplace are certified/ tested and fit for usage by the contract labour and specifications are in line with the specifications/guidelines issued by Corporation.
- To ensure that necessary permits and permissions have been obtained before execution of job.
- To ensure that the contract workers have completed appropriate health and safety trainings as required by the statute / regulation and as per requirements of IOCL. The documentation of such training imparted to all its workers should be maintained and produced for verification as required.
- To ensure availability of First Aid boxes and First Aid trained attendant and other facilities as per requirement of the Factories Act / the Building & Other Construction Workers Act.
- To ensure participation of Contract workers in Safety trainings including Mock Drills and Emergency situation as per decision taken by Location-In-Charge/Project In-Charge.

- Contractors to ensure that all the incidents and near misses are reported by the supervisor/contract workers to the Designated Safety Officer/concerned officer of the location/project site. The contractor shall be fully responsible for all the action of their authorised supervisor and contract workers during execution of work.
- To ensure social security coverage of Contract labour under the statutes/applicable laws and under PMJJBY (Pradhan Mantri Jeevan Jyoti Bima Yojana), a life insurance scheme, and PMSBY (Pradhan Mantri Suraksha Bima Yojana), an accidental insurance scheme. Any other responsibilities as specified in the terms of contract/tender document including Integrated Work Procedure Manual, General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

In case of non-availability of Supervisor, the said responsibilities shall be of the Contractor himself.

### **C. Safety Procedures to be adhered to by Contractors:**

It is the responsibility of each Contractor or his authorized representative to inspect each work area at the beginning of each shift, and supervise the work execution thereafter, to ensure that safe working conditions are maintained. Contractor must ensure protection of their workers from severe weather conditions (extreme wind, lighting storms, extreme heat, extreme cold etc.) and to provide a safe work environment.

The contractor is responsible for safe execution of work at IOCL premises including but not limited to the following:

- Ensuring all the workers work with safety gears (Safety shoes, safety helmet, cover all & other job specific PPE's). Daily workplace safety inspections (to identify unsafe acts, unsafe conditions at the work area and take necessary actions).
- Inspection of PPEs, tools / lifting accessories / slings / ropes/web belts/ D-shackles etc.
- To ensure that all workers have proper training for their job assignments, including use of appropriate PPE, first aid and firefighting equipment.
- To ensure strict compliance with work permit system by carrying out work only with appropriate work permits and after ensuring that all safety precautions / conditions in the permit are complied with and closing the same after job completion.
- To ensure good illumination for work area to carry out work safely.
- To ensure that all the preventive measures for identified hazards (e.g. Job Safety Analysis, Job Hazard Analysis, HIRA, etc.) are in place and communicated to workers
- To ensure that the workers likely to be exposed to hazardous chemicals/materials have access to appropriate Material Safety Data Sheets (MSDS) and provide necessary mitigation measures.
- To ensure that only medically fit person shall be engaged in work and ensure that sick / or injured workers during course of work should receive timely and appropriate first aid and/or medical attention.
- To ensure that appropriate warning signboards and tags are displayed.
- Ensure adherence to the emergency procedures and roles assigned during emergency within IOCL premises.

**D. Safety Procedures to be adhered to by Contract Worker:**

The Contractor ensures that contract workers engaged by him must abide by all the applicable SOPs and Safety procedures including the following:

- Comply with relevant SOPs/work instructions in a manner that protects their own safety and health, as well as the safety and health of anyone who may be affected by their acts or omissions at work.
- Ensure that they are not under the influence of any intoxicant so that they would not pose to be a danger to themselves or others while at work.
- Cooperate with their employer regarding safety, health, and welfare at work.
- Participate in safety and health training and campaigns offered by their employer and by IOCL.
- Ensure participation in Mock Drills and Emergency situation as per decision taken by Location-In-Charge/Project In-Charge.
- Make proper use of all machinery, tools, substances, etc. and of all lo provided for use at work.
- Report to their supervisor regarding any defects in the place of work, equipment, etc. which might endanger safety and health. Ensure their social security coverage under the statutes/applicable laws and under PMJJBY (Pradhan Mantri Jeevan Jyoti Bima Yojana), a life insurance scheme, and PMSBY (Pradhan Mantri Suraksha Bima Yojana), an accidental insurance scheme.

**E. Work Permits:**

The Contractor's Supervisors (or person in charge of the work) should ensure that:

- They have received training in work permit system as applicable in that location or work site.
- They do not start any work requiring a permit, until it has been properly authorized and issued.
- They discuss the job fully with the IOCL Officer or representative receiving the permit.
- The workers are briefed on the details of the permit including any potential hazards, and on all the precautions taken or to be taken.
- The precautions mentioned in the work permit are maintained throughout the work activity.
- Daily tool-box talks are conducted for their workers.
- The worker understands that if circumstances change work must be suspended and inform the supervisor.
- The work group stays within the limitations set on the permit (physical boundaries, type of work and validity time).
- On completion or suspension of the work, the site is left in a safe condition and the permit receiver is informed & permit has been returned for closing.

Contract workers working in IOCL premises with work permit system should ensure that:

- They have received instruction and have a good understanding of the safety work permit system from their supervisor.
- They receive a briefing from the supervisor on the task through daily tool-box talk and they understand the hazards and the precautions taken or to be taken.
- They follow the instructions specified in the permit.
- When they stop work, the site and equipment they are using is kept in a safe condition before leaving the site.
- They must consult their supervisor in case of any doubt of their assigned task or if circumstances change for continuation of the work.

#### **F. Personal Protective Equipment:**

The contractor shall ensure that:

- All the personal protective equipment are of good quality & reputed make & conform to the specification provided by Corporation and shall have the requisite national or international certification.
- All the required & appropriate/ suitable PPEs are provided to the contract workers by the contractor.

If the contractor does not provide the required PPEs to his worker, the job may be suspended/stopped as per Golden Rules.

#### **G. Toolbox Talk:**

Contractor supervisor shall deliver the toolbox talk before start of the daily activity.

It should contain the brief work description, probable hazards, controls planned and mitigation measures to be taken.

Use & benefits of PPE's & safety gears as per the job requirements.

A record for each toolbox talk should be maintained by the contractor indicating the topic and number of personnel attended.

#### **H. Gate Pass:**

The entry of contract workers and TT crew into IOCL premises shall be allowed only after issuance of appropriate gate pass/ entry permit subject to fulfilment of provisions such as attending induction trainings, submission of Character & Antecedents (C&A) verification of individual worker from concerned authorities.

The requisite formalities in the form of "assessment quiz for visitors & contract worker on viewing of safety briefing film at locations" dt 23.02.2023 shall be ensured by the location.

#### **I. Emergency Evacuation:**

In the event of emergency, the Contractor and their personnel are to follow the directions of the Location-In-Charge or the IOCL representative at the work site. The contractor/supervisor shall familiarize the contract workers with the emergency plan at the specific work location

including the assembly points. If any contractor/supervisor suspects that an emergency condition exists, they must immediately contact the IOCL Officer or representative.

#### **J. Housekeeping:**

Good housekeeping is mandatory. Work areas must be kept neat, clean, and orderly.

All tools and equipment are to be properly stored after use.

Walkways are to be kept free of cords, cables, obstructions and debris.

Changes in walkway elevations or dangerous depressions must be cleared marked with cones, barricade tape or other appropriate warning signs.

The work area is to be cleaned daily and debris are to be disposed of in dumpsters, or off site in accordance with the environmental regulations.

Contractor/supervision must remove all unused material and equipment upon the completion of the work.

#### **K. Alcohol, illegal Drugs and Firearms:**

The Contractor must ensure prohibition of the possession, distribution, promotion, manufacture, sale, use, and use of illegal drugs, drug paraphernalia, controlled substances, alcoholic beverages, and weapons by workers within IOCL premises or during work at site.

#### **L. Training and Awareness:**

The contractor shall ensure participation of their workers in safety trainings including Mock Drills as per stipulated timelines or mutually agreed timeframe.

#### **M. Provision of Health and Hygiene of workers:**

The Contractor must ensure the following:

- To ensure periodic medical check-up for his/her workers as per statutory norms and IOCL policies and maintaining the records.
- Operating locations conduct periodic campaigns covering a wide range of activities including health camps, eye checkup camps, distribution of spectacles etc. for promoting health and hygiene among the contract workers and TT crew. The contractors shall ensure participation of their contract workers and supervisors in such activities.

#### **N. Contractor Safety Performance Evaluation:**

The Objective of the Performance Evaluation of the Contractors is to ascertain the performance of the contractor in respect to the satisfactory execution of the work while maintaining safety and quality standard of work so as to keep the reliable contractors in the system. Upon completion of the project/work, the contractor's safety performance shall be evaluated based on his periodic assessment during the contract period. Case of poor/unsatisfactory rating shall be informed to the contractor and penal action in case of deviation from the stipulated guidelines, safety violation may be initiated in line with the term of the contract. Contractor Performance Evaluation shall be as per format prescribed in Tender/ Contract document.

## O. Punitive action for Safety Violation:

For any safety violation within Operating Locations/Project Site by Contractor, the action against contractor shall be initiated in line with the Provisions contain in Penalty for Non-Observations of Safety Norms as per the following.

Penalty for Observation Safety Norms	Non- of	<p>The following penalties for violation/ non-adherence of safety procedures and practices may also be considered with a view to improving the safety aspects of execution of the job based on the job requirements and should be suitably incorporated in the tender document:</p> <p>(i) For violation of applicable Safety, Health and Environment related norms, a penalty of Rs. 5000 per occasion shall be levied.</p> <p>(ii) Violation as above resulting in:</p> <ul style="list-style-type: none"> <li>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).</li> <li>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).</li> </ul> <p>The contractor should be advised to take appropriate insurance policy for the effective implementation of the above penalty provision.</p> <p>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.</p>
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The punitive action for common safety lapses by supervisor and worker of Contractors related to personal protective equipment, work permit system & standard operating procedure, which have NOT led to any accident due to such violations, shall be initiated against the concerned supervisor and worker by the contractor as per the following :

**For Contract workmen and supervisors:**

### a) Minor Lapses / Violations

S.N	Lapses / Violations	Action for 1 <sup>st</sup> violation	Action for 2 <sup>nd</sup> violation	Action for 3 <sup>rd</sup> violation
1.	Non-compliance to conditions of Work Permit System within the boundary of the location.	Letter to be issued to the contractor for taking suitable action	Letter to be issued to the contractor for taking suitable action for	Letter to be issued to the contractor for taking suitable action for permanently prohibiting the entry of



2.	Non usage of following PPEs inside licensed areas (as applicable): a) Safety Shoes b) IFR suits c) Splash Goggles d) Hand Gloves e) Face Shield	for restricting entry of concerned Labour / Supervisor for 7 days.	restricting entry of concerned Labour / Supervisor for 14 days.  It must contain explicitly the nature, date, time and action taken for the 1 <sup>st</sup> violation also.	concerned Labour / Supervisor at any of the IOCL locations.  It must contain explicitly the nature, date, time and action taken for the 1 <sup>st</sup> and 2 <sup>nd</sup> violations also.
7.	Non-compliance to Logout / Tagout (LOTO)			

**b) Major Lapses / Violations**

S.N	Lapses and violation	Action for 1st violation	Action for 2nd violation
1.	Non-adherence to the prohibition of taking mobile /smart watch/ match box / lighter in the licensed area.	Letter to be issued to the contractor for taking suitable action for restricting entry of concerned Labour / Supervisor for 14 days.	Letter to be issued to the contractor for taking suitable action for permanently prohibiting the entry of concerned Labour / Supervisor at any of the IOCL locations.  It must contain explicitly the nature, time and action taken of the 1st violation also.
2.	Undertaking a work / activity, which is not covered in issued work permit.		
3	Failed to follow SOP while carrying out the work.		
4	Non usage of following PPEs inside licensed areas (as applicable): a) Safety Helmets b) Fall Arrestor System (Safety Belt, Lifeline, Full Body Harness, etc)		

**P. Incident Reporting guidelines:**

- In case of any incidents/accidents, including near miss incidents, the supervisor of the contractor shall report to DSO or any of the representative of the IOCL at location within an hour of occurrence of such incident.

- The contractor/supervisor shall report any unsafe work, unsafe working conditions to the Designated Safety Officer of the location or other identified IOCL representative.

**Q. Documentation and record keeping of contract workers:**

The contractor shall ensure the availability of following documents/copies at the location for ready reference:

1. ID card
2. ESI card/Insurance documents obtained under Workmen's Compensation Act 1923
3. C&A Verification
4. PF & ESI nominations as well as copy of PF & ESI challans
5. PMJJBY and PMSBY registration and contribution details of eligible contract workers
6. Training Records
7. PPE, health & hygiene record
8. Medical test reports as applicable for various works
9. Work permits and associated JSA
10. Emergency contact no. and other details of nominee of contract workers
11. Form-A i.e. Register of Contract labour
12. Other statutory registers including Form B, C & D.
13. Other documents as specified in the terms of contract/tender document including General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

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## SECTION - 6

### List of IOCL GST Identification Number (GSTIN)

State	States	GSTIN
PSO	Jammu and Kashmir	01AAACI1681G2Z2
PSO	Ladakh (UT)	38AAACI1681G1ZM
PSO	Himachal Pradesh	02AAACI1681G3ZZ
PSO	Punjab	03AAACI1681G1ZZ
PSO	Chandigarh	04AAACI1681G1ZX
UPSO II	Uttarakhand	05AAACI1681G1ZV
DSO	Haryana	06AAACI1681G1ZT
DSO	Delhi	07AAACI1681G1ZR
RSO	Rajasthan	08AAACI1681G2ZO
UPSO I	Uttar Pradesh	09AAACI1681G1ZN
BSO	Bihar	10AAACI1681G1Z4
WBSO	Sikkim	11AAACI1681G1Z2
IOC AOD	Arunachal Pradesh	12AAACI1681G1Z0
IOC AOD	Nagaland	13AAACI1681G1ZY
IOC AOD	Manipur	14AAACI1681G2ZV
IOC AOD	Mizoram	15AAACI1681G1ZU
IOC AOD	Tripura	16AAACI1681G1ZS
IOC AOD	Meghalaya	17AAACI1681G1ZQ
IOC AOD	Assam	18AAACI1681G1Z0
WBSO	West Bengal	19AAACI1681G1ZM
BSO	Jharkhand	20AAACI1681G3Z1
OSO	Odisha	21AAACI1681G1Z1
MPSO	Chhattisgarh	22AAACI1681G1ZZ
MPSO	Madhya Pradesh	23AAACI1681G1ZX
GSO	Gujarat	24AAACI1681G1ZV
GSO	Daman and Diu	25AAACI1681G1ZT
GSO	Dadra Nagar Haveli	26AAACI1681G1ZR
MSO	Maharashtra	27AAACI1681G1ZP
KASO	Karnataka	29AAACI1681G1ZL
MSO	Goa	30AAACI1681G1Z2
KESO	Kerala	32AAACI1681G1ZY
TNSO	Tamil Nadu	33AAACI1681G1ZW
TNSO	Puducherry	34AAACI1681G1ZU
WBSO	Andaman Nicobar Island UT	35AAACI1681G1ZS
TAPSO	Telangana	36AAACI1681G1ZQ
TAPSO	Andhra Pradesh	37AAACI1681G2ZN

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**ANNEXURE-A**

**Undertaking by the Tenderer(s) on acceptance of tender terms & conditions**

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

Name of Work:

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

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

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

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

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

**Name of Tenderer(s)**

**Date:**

**Place:**

**Seal & Signature of Tenderer**

ANNEXURE-B

**Proforma for Declaration on Proceedings under Insolvency and Bankruptcy Code, 2016**  
**(Bidding Stage)**

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

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

Job Name :

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

I/We hereby declare that:

- (i) As on date, I/We am/ are not undergoing insolvency resolution process or liquidation or bankruptcy proceedings, and no application has been filed and is currently pending against me/us for initiation of insolvency resolution process, liquidation or bankruptcy proceedings whether under IBC or under any other applicable law (where IBC is not applicable).

OR

As on date, I/We am/ are undergoing corporate insolvency resolution process (CIRP) / liquidation / bankruptcy proceedings (strike off whichever is not applicable), the details of which are attached, including copy of the relevant petition.

OR

As on date, application for initiation of CIRP/ liquidation/ bankruptcy proceedings (strike off whichever is not applicable) is currently pending against me/us, under IBC or other applicable law (where IBC is not applicable), the details of which are attached, including copy of the relevant petition.

**(strike out the two paras whichever are not applicable)**

- (ii) I/We undertake to notify to IOCL immediately and no later than one (1) working day therefrom, in a written form along with copy of the relevant petition, once a petition for initiation of insolvency process (CIRP)/ liquidation/ bankruptcy proceedings is filed against us/me, and also upon admission or dismissal of such petition by the NCLT or any other competent authority and the appeal proceedings, if any
- (iii) I undertake to provide an updated declaration on proceedings under IBC before award of contract, as per timelines stipulated by Indian Oil Corporation Limited.

It is understood that if this declaration is found to be false or in case I/we fail to comply with the undertakings given, Indian Oil Corporation Limited shall have the right to reject my/our bid and forfeit the EMD, and if the bid has resulted in a contract, the contract will be liable for termination, without any liability on the part of Indian Oil Corporation Limited, and such termination would be without prejudice to any other right or remedy (including black listing or holiday listing) available to Indian Oil Corporation Limited.

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

**ANNEXURE-B1**

**Proforma for Declaration on Proceedings under Insolvency and Bankruptcy Code, 2016**  
**(During Award Stage)**

**[To be submitted before Award of Contract]**

**(To be provided before award of contract, as per timelines intimated by Indian Oil Corporation Limited)**

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

Job Name: \_\_\_\_\_

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

I/We hereby declare that:

- (i) As on date, I/We am/ are not undergoing corporate insolvency resolution process (CIRP) or liquidation or bankruptcy proceedings, and no application has been filed and is currently pending against me/us for initiation of CIRP, liquidation or bankruptcy proceedings whether under IBC or under any other applicable law (where IBC is not applicable).

OR

As on date, I/We am/ are undergoing corporate insolvency resolution process (CIRP)/ liquidation/ bankruptcy proceedings (strike off whichever is not applicable), the details of which are attached, including copy of the relevant petition.

OR

As on date, application for initiation of corporate insolvency resolution process (CIRP)/ liquidation/ bankruptcy proceedings (strike off whichever is not applicable) is currently pending against me/us, under IBC or other applicable law (where IBC is not applicable), the details of which are attached, including copy of the relevant petition.

**(strike out the two paras whichever are not applicable)**

- (ii) I/We undertake to notify to IOCL, during the entire term of contract or extended period thereof and defect liability period, immediately and no later than one (1) working day therefrom, in a written form, once a petition for initiation of CIRP/ liquidation/ bankruptcy proceedings is filed against us/me, and upon admission or dismissal of such petition by the NCLT or any other competent authority and the appeal proceedings, if any.

It is understood that if this declaration is found to be false or in case I fail to comply with the undertakings given, Indian Oil Corporation Limited shall have the right to reject my/our bid and forfeit the EMD, and if the bid has resulted in a contract, the contract will be liable for termination, without any liability on the part of Indian Oil Corporation Limited, and such termination would be without prejudice to any other right or remedy (including black listing or holiday listing) available to Indian Oil Corporation Limited.

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory



**ANNEXURE-B2**

**Proforma for Furnishing Details on Proceedings under Insolvency and  
Bankruptcy Code, 2016 (During Execution Stage)**

**[To be submitted after Award of Contract, whenever applicable]**

WO No: \_\_\_\_\_

Job Name: \_\_\_\_\_

Bidder/Contractor Name: \_\_\_\_\_

I/We hereby declare that:

Application for initiation of CIRP/ liquidation/ bankruptcy proceedings (strike off whichever is not applicable) has been filed against me/us by \_\_\_\_\_ [name of the creditor which has filed the application], the details of which are attached, including copy of the relevant petition

OR

Application for initiation of CIRP/ liquidation/ bankruptcy proceedings (strike off whichever is not applicable) filed by \_\_\_\_\_ [name of the creditor which has filed the application] has been admitted against me/us by \_\_\_\_\_ [name of NCLT/DRT] on \_\_\_\_\_ [date] the details of which are attached, including copy of the relevant petition along with the order admitting the said petition

OR

I/We have obtained \_\_\_\_\_ [details of the approval i.e., board/ shareholders' resolution or approval by any other name] for initiation of voluntary CIRP/ liquidation/ bankruptcy proceedings (strike off whichever is not applicable), the details of which are attached, including copy of the relevant approval/resolution

**(strike out the two paras whichever are not applicable)**

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

Place:

Signature of Bidder/Contractor

Date:

Name of Authorised Signatory

ANNEXURE-C

**Compliance Certificate Regarding Bidders from Countries which Shares a Land Border with India**

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

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

(or)

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

(or)

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

- b. **Model Certificate for Tenders:**

I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder 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).

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

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

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

*Note: Bidder to strike out Not Applicable paras under (a) which are separated by 'or' and submit complete declaration keeping complete para (b) and (c) as a part of format.*

**ANNEXURE-D**

**Proforma of Tender not Tampered**

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

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

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

- I/We have not tampered or modified the subject tender document in any manner and before uploading, same has been cross-checked with documents hosted on your e-portal <https://iocletenders.nic.in> . In case, if same is found to be tampered/modified, I/We understand that my/our tender will be summarily rejected, and EMD/SD may be forfeited, without prejudice to any other rights or remedies available to IOCL and I am/We are liable to be banned from doing business with and/or prosecuted.
- I/We, hereby confirm that if any discrepancy observed in the submitted tender even at a future date, I/We will abide by all the terms and conditions as per all the documents hosted including Addendums/Changes/Corrigendum, on your e-portal related with subject tender. I/We further assure that we agree to all the decisions confirmed in Pre-Bid Conference of the subject tender.

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

ANNEXURE-E

**Declaration of Blacklisting / Holiday Listing**

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

**In the case of a Proprietary Concern:**

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

(Here give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof state "NIL") In case of no particulars and "NIL" not ticked, shall be treated NIL)

Please tick the box below if NIL	Particulars if not NIL
NIL <input type="checkbox"/>	

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

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

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

We hereby declare that neither we, M/s \_\_\_\_\_ (Name of the 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 below:

(Here give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof state "NIL") In case of no particulars and "NIL" not ticked, shall be treated NIL)

Please tick the box below if NIL	Particulars if not NIL
NIL <input type="checkbox"/>	

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

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

**In the case of Company:**

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

**(Here give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof state "NIL")** In case of no particulars and "NIL" not ticked, shall be treated NIL)

Please tick the box below if NIL	Particulars if not NIL
NIL <input type="checkbox"/>	

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

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

**In the case of Consortium:**

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

**(Here give particulars of blacklisting or holiday listing, and / or inquiry and in absence thereof state "NIL")** In case of no particulars and "NIL" not ticked, shall be treated NIL)

Please tick the box below if NIL	Particulars if not NIL
NIL <input type="checkbox"/>	

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

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

**ANNEXURE-F**

**Details on Relationship with IOCL's Directors (Declaration "A", "B" & "C")**

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

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

ORGANIZATIONAL STRUCTURE	PART OF THE FORM APPLICABLE
SOLE TRADER/PROPRIETOR	PART A
PARTNERSHIP	PART B
COMPANY PRIVATE/PUBLIC LTD	PART C

**Important Instruction for submitting Part A, B & C**

1. Strike out (Part A, B & C) whichever is not applicable as per type of bidding entity.
2. If the Tenderer employs any person subsequent to signing the above declaration and the employee/s so appointed happens to be retired Director and above rank officer of the Corporation, the tenderer should submit another declaration furnishing the name/s of such employee/s who is the retired Director and above rank officer of the Corporation.
3. A separate sheet may be attached, if the above is not sufficient.
4. The list of Directors of Indian Oil Corporation Limited is available in Indian Oil website: <https://iocl.com/pages/our-leadership> Tenderers are requested to visit the website and accordingly Declaration "A", "B" & "C" to be made & furnished.



**PART A**

**(Applicable Where the Tenderer is a Sole Proprietor)**

<b>Declaration on Relationship with IOCL's Directors</b>		
<b>Sl</b>	<b>Particulars</b>	<b>Details to be filled in by the bidder</b>
1	Name of Tenderer	
2(a)	Office Address	
2(b)	Residence Address	
3	State whether tenderer is related to any of Director/(s) of the Indian Oil Corporation Ltd.	<b>Yes/No*</b>
4	If 'Yes' to 3, state the name of IOC's Director and Tenderer's relationship with him/her.	
<b>* Please mention Yes / No whichever is applicable</b>		
<b>Declaration on Employment of IOCL's Retired Directors</b>		
Tenderer is required to state whether they have employed any retired Director and above rank officer of Indian Oil Corporation Limited in their firm. If so, details hereunder to be submitted:		
<b>Sl</b>	<b>Particulars</b>	<b>Details to be filled in by the bidder</b>
1	Name of the Person	
2	Post last held in IOCL	
3	Date of retirement	
4	Date of employment in the firm	

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

**PART B**

(Applicable Where the Tenderer is a Partnership Firm)

Declaration on Relationship with IOCL's Directors		
Sl	Particulars	Details to be filled in by the bidder
1	Name of the Partnership firm responding to the tender	
2	Address	
3	Name of Partners	
4	State whether any of the partners is a Director to the Indian Oil Corporation Ltd.	Yes/No*
5	If 'Yes' to 4, state the name(s) of IOC's Directors.	
6	State whether any of the partners is related to any of the Director(s) of the Indian Oil Corporation Ltd.	Yes/No*
7	If 'Yes' to 6, state the name(s) of IOC's Director and the concerned partner's relationship with him/her.	
* Please mention Yes / No whichever is applicable		
Declaration on Employment of IOCL's Retired Directors		
Tenderer is required to state whether they have employed any retired Director and above rank officer of Indian Oil Corporation Limited in their firm. If so, details hereunder to be submitted:		
Sl	Particulars	Details to be filled in by the bidder
1	Name of the Person	
2	Post last held in IOCL	
3	Date of retirement	
4	Date of employment in the firm	

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

**PART C**

(Applicable Where the Tenderer is a Public / Private Limited Company)

Declaration on Relationship with IOCL's Directors		
Sl	Particulars	Details to be filled in by the bidder
1	Name of the Company responding to the tender	
2	Address of:	
	Registered Office	
	Principal Office	
3	State whether the Company is a Pvt. Ltd. Co. or Public Ltd., Co.	
4	Names of Directors of the Company	
5	State whether any of the Directors of the Tenderers Company is a Director of Indian Oil Corporation Ltd.	Yes/No*
6	If 'Yes' to (5), state the name(s) of IOC's Directors	
7	State whether any of the Director of the Tenderers Company is related to any of the Directors of the Indian Oil Corporation Ltd.	Yes/No*
8	If 'Yes' to (7), state the name(s) of IOC's Director and the concerned Director's (of the Tenderer Co.) relationship with him/her.	
* Please mention Yes / No whichever is applicable		
Declaration on Employment of IOCL's Retired Directors		
Tenderer is required to state whether they have employed any retired Director and above rank officer of Indian Oil Corporation Limited in their firm. If so, details hereunder to be submitted:		
Sl	Particulars	Details to be filled in by the bidder
1	Name of the Person	
2	Post last held in IOCL	
3	Date of retirement	
4	Date of employment in the firm	

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

ANNEXURE-G

**Undertaking for Business Transaction Status of Bidders**  
**[To be submitted in Bid Documents]**

Name of the Work	
Tender No.	
E-Tender ID	

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

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

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

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

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

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

(Note: Strike out from (i), (ii) & (iii) above, whichever are not applicable.)

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

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

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

ANNEXURE-H

Particulars of Bidder

[To be submitted in Bid Documents]

Name of the Work	
Tender No.	
E-Tender ID	

Name of the Bidders																																																												
Type of Bidder	Proprietorship Partnership (or LLP) Private Limited Company Public Limited Company Co-operative Society Others (please specify) .....																																																											
Name(s) of the Sole Proprietor / Partners / Directors / Members.	1. 2. 3. 4. 5.																																																											
Certificate of Incorporation																																																												
Name of the Authorized Signatory																																																												
Details of shareholders of Bidding Company holding <b>at least 10% of Voting share capital</b> (Applicable in case of company)	Total No of Shares of the Bidding Company: ..... Total No of Voting Share of the Bidding Company: ..... <table> <tr> <th>Sl</th><th>Name of Shareholders</th><th>Total No of Shares held</th><th>Total No of Voting Share held</th><th>% of total Voting share</th></tr> <tr><td>1</td><td></td><td></td><td></td><td></td></tr> <tr><td>2</td><td></td><td></td><td></td><td></td></tr> <tr><td>3</td><td></td><td></td><td></td><td></td></tr> <tr><td>4</td><td></td><td></td><td></td><td></td></tr> <tr><td>5</td><td></td><td></td><td></td><td></td></tr> <tr><td>6</td><td></td><td></td><td></td><td></td></tr> <tr><td>7</td><td></td><td></td><td></td><td></td></tr> <tr><td>8</td><td></td><td></td><td></td><td></td></tr> <tr><td>9</td><td></td><td></td><td></td><td></td></tr> <tr><td>10</td><td></td><td></td><td></td><td></td></tr> </table>					Sl	Name of Shareholders	Total No of Shares held	Total No of Voting Share held	% of total Voting share	1					2					3					4					5					6					7					8					9					10				
Sl	Name of Shareholders	Total No of Shares held	Total No of Voting Share held	% of total Voting share																																																								
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Please specify whether Registered / Unregistered / composition scheme for GST.																																																												
Please specify whether Resident / non-resident as per Income Tax rules.																																																												

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

ANNEXURE-I

Undertaking on No Multiple Bidding

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

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

I \_\_\_\_\_ (name of Authorised person) hereby declare in the capacity of \_\_\_\_\_ (state Designation) that bidder M/s. \_\_\_\_\_ participating in the subject Tender Ref. No. \_\_\_\_\_ for the job of \_\_\_\_\_:

- (i) have not submitted multiple bids. i.e., more than 1 bid either individually or in any combination of person (individual capacity, proprietor, affiliates, partnership, association of persons, Company, etc. )
- (ii) understand that the submitted bids shall be construed as multiple bids in following scenarios:
  - (a) A person shall be deemed to have submitted multiple bids if he submits more than one bid either individually or in any combination of person. A person shall for this purpose mean an individual, proprietor, any partner, association of persons, affiliate, company, etc.
  - (b) A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
  - (c) A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
  - (d) A person shall be deemed to have bid in a Company format if, the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid or is a Director of the Company which has submitted a bid or holds more than 10% (ten percent) of voting share capital and/or is a Director of a holding Company which has submitted the bid.
- (iii) am aware that, in case it is found that bidder has submitted more than one bids, all the bid shall be rejected and the Earnest Money Deposit (if applicable) for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of all pre-estimated costs likely to be incurred by the owner towards bidding process and in scrutiny and evaluation of bids.

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory



**ANNEXURE-J (PART-I)**
**Declaration Form for Availing Purchase Preference - Bid Stage**
**[To be submitted in Bid Documents]**

<b>Tender No:</b>		<b>E-Tender ID:</b>	
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**A. Confirmation for bidder's status/category for eligibility of bidding:**

[All bidders (including MSE's) have to mandatorily confirm their minimum local content against serial no.1, 2 or 3 as applicable and upload the required documents towards status/category]

Sr	PARAMETER	BIDDER TO DECLARE (YES/ NO)	REMARKS
1	We confirm that our offer is achieving the minimum local content target of $\geq 50\%$ as Class-I Local supplier.		Bidder has to mandatorily mention 'YES' against their applicable status i.e., either against Sr 1 or Sr 2 or Sr 3 or Sr 4 (as applicable to the bidder)
2	We confirm that our offer is achieving the minimum local content target of $\geq 20\%$ & $< 50\%$ as Class-II Local supplier.		
3	We confirm that our offer is not achieving the minimum local content target of $< 20\%$ .		
4	Deemed Class-II Local Supplier (As per Clause 2A of PP-MII Order Revision Dated 19.07.2024, as manufacturer, Manufacturing Tendered Item under PLI Scheme and received incentive from concerned PLI ministry)		In case of opting "Yes" under Sr 4, attach relevant details (on letter Head) on Manufacturing Tendered Item under PLI scheme and incentive received and confirmation that such declarations are being made within specific time period only as notified by concerned PLI Ministry.
5	Whether bidder is MSE as per PPP-MSE Order  (Not applicable for Works Tender.  Only for Goods and Service Tenders)		<b>YES/NO/NA</b>  If yes-Necessary documents towards MSE status along with declaration of local content in the format provided to be <b>mandatorily</b> uploaded in the technical bid.

**B. Confirmation for bidder's purchase preference :**

Sr	PARAMETER	BIDDER TO DECLARE	REMARKS
I	Whether bidder wants to avail eligible purchase preference under "MSE Class-I local supplier" (applicable when bidder is both MSE & Class-I local supplier)		Bidder has to mandatorily mention 'YES' at <b>only one place</b> , either in Sr I or II or III or IV depending on status as

II	Whether bidder wants to avail eligible purchase preference under “MSE but non - Class-I local supplier” (applicable when bidder is MSE but not Class-I local supplier).		applicable and also upload clear and unambiguous supporting documents to establish their status / category.
III	Whether bidder wants to avail Purchase Preference under “Non-MSE but Class-I local supplier” (applicable when bidder is not MSE but Class-I local supplier).		
IV	“Non MSE non Class-I local supplier” (applicable when bidder is neither MSE & Class -I Local supplier)		

**General Notes:**

1. While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall generally be as under:
  1. MSE bidder (PPP-2012)
  2. PP- MII Order 2017

**All bidders (including MSE's) have to mandatorily confirm their status on minimum local content in the format provided in the tender**

**In order to avail benefits of purchase preference, bidder should refer to the clauses and guidelines on preferential benefit and allocation as provided in the tender**

2. The bidder claiming the Preference to Make in India benefit shall furnish an undertaking from the authorized signatory of bidder having the power of Attorney along with the bid stating that the bidder meets the mandatory minimum LC requirement, and such undertaking shall become a part of the contract.
3. Where the total tender value is less than INR 10 Crore: The LC content shall be self-assessed and certified by the authorized signatory of the bidder, signing the bid.
4. Where the total tender value is INR 10 Crore or above: The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content.
5. In case bidder is declaring themselves as “Deemed Class-II Local Supplier”, the same shall also be supported with relevant details (viz Bidder is Manufacturing Tendered Item under PLI scheme, has received incentive for the tendered item from the concerned PLI Ministry, and such declarations are being made within specific time period only as notified by concerned PLI Ministry) in the manner as specified in para 3 & 4 above.

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

ANNEXURE-J (Part-II)

**Undertaking for Local Content- Bid Stage**

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

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

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

a. Minimum 50%	:	<input type="text"/>
b. 20% <= LC <50%	:	<input type="text"/>
c. LC < 20%	:	<input type="text"/>
d. Deemed Class-II Local Supplier	:	<input type="text"/>

(As per Clause 2A of PP-MII Order Revision Dated 19.07.2024, as manufacturer, Manufacturing Tendered Item under PLI Scheme and received incentive from concerned PLI ministry)

**(Tick whichever is applicable.)**

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

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

Note:

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

ANNEXURE-J (Part-III)

**Certification for Local Content - Bid Stage**  
(Where the total tender value is INR 10 Crore or above)

Certification by the ☐ Statutory Auditor/ ☐ Cost Auditor/ ☐ Practicing Chartered Accountant / ☐ Practicing Cost Accountant (✓ Tick whichever is applicable)

We \_\_\_\_\_, having our registered office address \_\_\_\_\_ and certificate number \_\_\_\_\_ certify that we are the

Statutory Auditor

☐

Cost Auditor

☐

Practicing Chartered Accountant

☐

Practicing Cost Accountant

☐

Please ✓ tick any one the appropriate option to indicate the capacity under which this certificate is being issued.

and not being an employee / Director and not having any interest of the Company M/s \_\_\_\_\_, having it registered office at \_\_\_\_\_, who is submitting its/their bid in tender No. \_\_\_\_\_.

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

We hereby confirm that the bidders offer for Tender No. \_\_\_\_\_ is achieving the minimum local content of:

- |                                   |   |                          |
|-----------------------------------|---|--------------------------|
| a. Minimum 50%                    | : | <input type="checkbox"/> |
| b. 20% <= LC < 50%                | : | <input type="checkbox"/> |
| c. LC < 20%                       | : | <input type="checkbox"/> |
| d. Deemed Class-II Local Supplier | : | <input type="checkbox"/> |

(As per Clause 2A of PP-MII Order Revision Dated 19.07.2024, as manufacturer, Manufacturing Tendered Item under PLI Scheme and received incentive from concerned PLI ministry)

(☐ Statutory auditor / ☐ Cost Auditor in case of a Company with UDIN)

**OR**

(☐ Practicing Chartered Accountant / ☐ Practicing Cost Accountant of the bidder in case of suppliers other than Companies with UDIN)

**Note:**

1. This undertaking shall be certified by Statutory auditors or cost auditors of the company (in case of a company) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) .

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

2. In case any bidder is submitting their offer as Non-Local Supplier (i.e., LC < 20%), self-certification from the bidder is sufficient in this context and certification from Statutory auditors or cost auditors of the company (in case of a company) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) may not be necessary (for tenders beyond INR 10 Cr).

However, certification shall be mandatory, as per the above, to support any claim of being a Deemed Class-II Local Supplier. The above certification should be duly supported with relevant details (on bidder's letter Head) on Manufacturing Tendered Item under PLI scheme and incentive received and confirmation that such declarations are being made within specific time period only as notified by concerned PLI Ministry.

**ANNEXURE-K****Bid Security Declaration (BSD) from Bidders In Lieu of  
Earnest Money Deposit (EMD) / Bid Security****[To be submitted in Bid Documents]**

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

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

OR

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

OR

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

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

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.

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

**ANNEXURE-L**

**Confirmation on Applicability of “Micro and Small Enterprises Order 2012”**

1. We confirm that provisions of “Micro and Small Enterprises Order 2012” are applicable to us, and our organization falls under the definition of:

a. Micro Enterprise - [\_\_\_\_\_]

b. Small Enterprise - [\_\_\_\_\_]

(Please put a tick in the appropriate box)

c. SC/ST Owned MSE - [\_\_\_\_\_]

d. Women Owned MSE - [\_\_\_\_\_]

(Please also put a tick in the appropriate box(es), if belong to SC/ST/Women category)

Detail of UDYAM Registration Certificate:-

- a) Registration / Certificate Number:
  - b) Valid up to:
  - c) Issuing Authority:
  - d) Type of Enterprise (as per UDYAM) :
  - e) Major Activity (as per UDYAM) :
  - f) Social Category of Entrepreneur (as per UDYAM) :
  - g) Gender (as per UDYAM) if Women Owned MSE :
2. Copy of proof of valid UDYAM document / certificate (indicating registration no.) of being a Micro / Small Enterprises is enclosed.
3. In case bidder is eligible to avail previous Enterprise Status ( i.e MICRO or SMALL) upon re-classification to higher Category (i.e MEDIUM), supporting document trail/clarification enclosed.

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer’s Authorized Signatory

**ANNEXURE-M****Integrity Pact Agreement along with Covering Letter**

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

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

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

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

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



To  
The Tenderer

Sub: Tender no. \_\_\_\_\_ for \_\_\_\_\_

Dear Sir

**Declaration by Indian Oil Corporation Limited**

IndianOil Corporation Limited (IOCL) hereby declares that IOCL has signed an MOU dated 18<sup>th</sup> 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. <https://www.iocl.com/download/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 Indian Oil Corporation Limited

Tender inviting Authority

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

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



Covering letter

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

Ref:

Dated:

To

Indian Oil 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 along with the offer).

(To be executed on plain paper and submitted along with Technical Bid / Tender Document. Integrity Pact agreement is to be signed by proprietor in case of Proprietary firm and by all the partners in case of Partnership firm or by all the partners / members of consortium/ unincorporated Joint Venture / Association of persons or by the authorized signatory in case of a Company including Joint venture)

(Marketing Division)

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

**Integrity Agreement**

This Integrity Agreement is made at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

**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 principals/associates/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 A1**.
  - (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 from the date of bid submission, with any other public/government organization/Public Sector Enterprise impinging upon the anti-corruption approach in India that could justify his exclusion from the Tender process.

The date of transgression, for the purpose of disclosure by the Bidders, would be the date on which cognizance of the said transgression was taken by the competent authority of such public/government organisation/Public Sector Enterprise.

The period of transgression(s) is/are to be disclosed by the Bidders, is to be reckoned from the actual date of Bid submission.

2. Further the Bidder also declares that no transgression(s), are pending conclusion, even before the aforesaid period of three years. In case there is, the same shall also be disclosed by the Bidder.
3. 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.
4. 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, pertaining to the Tender for which a complaint or issue is raised before them, 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.
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. Beyond this, the IEMs have no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
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:

1.

\_\_\_\_\_

(signature, name and address)

2.

\_\_\_\_\_

(signature, name and address)



**ANNEXURE-A1 ( Integrity Agreement)**

Telegraphic Address :  
"SATARKTA: New Delhi

E-Mail Address  
cenvigil@nic.in

Website  
www.cvc.nic.in

EPABX  
24651001 - 07

फैक्स/Fax : 24616286



सत्यमेव जयते

**केन्द्रीय सतर्कता आयोग**  
**CENTRAL VIGILANCE COMMISSION**



सतर्कता भवन, जी.पी.ओ. कॉम्प्लेक्स,  
ब्लॉक-ए, आई.एन.ए., नई दिल्ली-110023  
Satarkta Bhawan, G.P.O. Complex,  
Block A, INA, New Delhi 110023

सं./No.....12-02-6-CTE/SPI-(I)-2/161730

दिनांक / Dated.....13.01.2012

Circular No. 03/01/12

**Sub: Consideration of Indian Agents.**

**Ref: Commission's Circular Nos. 12-02-6-CTE/SPI(I)-2 dated 7.01.2003 and 21.04.2004**

\*\*\*\*\*

The Commission has been stressing on the need for observing transparency and determination of prices in a fair market competition while dealing with the tenders relating to procurement. The above OMs were issued to reduce the possibility of collusion and cartelization among the bidders so that competitive fair market price of the items of procurement can be determined.

2. A number of references have been received in the Commission citing certain specific situations and difficulties being faced in dealing with tenders. Therefore, the matter has been again examined by the Commission.

3. In supersession to the earlier OMs dated 7.01.2003 and 21.04.2004, Commission has decided that in all cases of procurement, the following guidelines may be followed:

- a) 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.
- b) 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.

4. The tender conditions may be carefully prepared keeping in view the above guidelines.

5. The receipt of these guidelines may please be acknowledged and circulated amongst the concerned officials for their information and guidance.



(J. Vinod Kumar)

Officer on Special Duty

To: All CVOs of Ministries / Departments / PSUs / Banks / Insurance Companies / Autonomous Organizations / Societies / UTs.

**ANNEXURE-N1**

**Format of Bank Guarantee for Earnest Money Deposit (EMD)**

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

- on or before \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
5. We \_\_\_\_\_ (indicate the name of the bank) further agree with the Indian Oil Corporation Limited that the Indian Oil Corporation Limited shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or to extend time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Indian Oil Corporation Limited 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 Indian Oil Corporation Limited or any indulgence by the Indian Oil Corporation Limited to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the bank or the tenderer.
7. We, \_\_\_\_\_ (indicate the name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Indian Oil Corporation Limited in writing.
8. Notwithstanding anything contained herein above,
- i) The liability of the Bank under this Bank Guarantee shall not exceed the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
- ii) This Bank Guarantee shall be valid up to \_\_\_\_\_ (Expiry Date) irrespective of whether or not the original BG returned to us.
- iii) We are liable to pay the BG amount or any part thereof under this BG 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 BG has been extended.

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

For \_\_\_\_\_  
(Indicate the name of Bank)

Place :

Date :

**ANNEXURE-N2**

**Format of Insurance Surety Bonds for Earnest Money Deposit (EMD)**

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 and irrevocably 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. 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.

10. 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.

11. 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 is valid up to ----- 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 :

**ANNEXURE-O**

**Undertaking for Non-Engagement of Child Labour (For Service/Works)**

(On letter head of bidder)

I/ We hereby declare that:

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

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory



ANNEXURE-P

**Format for Payment to Vendors Through Electronic Mode**

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

Dated:

To,

M/s Indian Oil Corporation Ltd.

Address

Dear Sir,

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

The desired bank account details are given below:

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

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

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

(Signature of Account Holder)

Seal of the Vendor

Enclosure: Cancelled Cheque

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

Authorized Signatory

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

**ANNEXURE-Q**

**Safety Declaration**

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

1. I/We shall strictly adhere to safety standards stipulated in the Safety Practices during construction stipulated in the Oil Industry Safety Directorate (OISD) without exception.
2. I/We shall provide, without any exception, safety helmets & safety shoes to all our employees/workmen/ labourers working at IOC locations (Retail Outlets, Consumer Outlets, Depots, Terminals, AFS's or any other location not specified here) for the purpose of rendering services to the Corporation under the subject Contract
3. I/We shall provide, without any exception, Safety Belts to all our workmen/ labourers working at heights (Including building roof top, canopy roof top etc) for the purpose of rendering services to the Corporation under the subject Contract
4. I/We have read and understood the Safety Policy for Contract Workers as provided in the bid document, applicable to contracts where Indian Oil Corporation Limited (IOCL) acts as the Principal Employer. I/We further acknowledge all safety-related obligations, standards, and procedures stipulated in the General Conditions of Contract (GCC), Special Terms and Conditions (STC), and other relevant tender documents regarding safety at worksites.
5. I/We shall be bound to pay a penalty of Rs. 5000/- per occasion for violation of applicable Safety, Health and Environment related norms. I/We shall also be bound to pay other penalty(ies) for Non- Observation of Safety Norms including physical injury and Fatal Accidents as per Safety Policy for Contract Workers.
6. I/We shall take safe height working permit for working at heights.
7. I/We shall be solely responsible for any accident resulting from unsafe practices or due to non-adherence to safety standard stipulated by the OISD. Any injury / loss of life resulting from the above shall be solely at our risk & cost and we shall bear and pay solely and absolutely all costs, charges and expenses including legal charges incurred in this connection.
8. That the Corporation is not bound to be responsible, legally or otherwise, for any acts and/or consequences of unsafe practices during execution of works during the pendency of the contract.
9. The person signing this declaration is the authorized signatory.

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

**ANNEXURE-R**

**Declaration Cum Indemnity on Statutory Compliance**

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

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

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

performance or non-performance or observance or non-observance by us of the terms and conditions of the contract. Without prejudice to the Corporation's other rights, the Corporation will be entitled to deduct from any compensation or other dues to us the amount payable by the Corporation as a consequence of any such claims, demands, costs, responsible for death, injury or accidents to our employees which may arise out of or in the course of their duties on or about the Corporation's property is made liable to pay any damages or compensation in respect of such employees, we here by agree to pay to Corporation such damages or compensation upon demand. The Corporation shall also not be responsible or liable for any theft, loss, damages or destruction of any property that belongs to us our employees lying in the Corporation's premises from any cause whatsoever.

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

Contractor's Signature or Authorized Attorney

To be witnessed by Notary

**ANNEXURE-S**

**Indemnity Bond Undertaking for PF (For Service & Works)**

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

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

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

IT IS THEREFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Corporation as stated hereinafter:

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

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

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

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

ANNEXURE-T

**Indemnity Bond Undertaking for ESIC (For Service/Works)**

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

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

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

IT IS THERFORE THE INTENT OF THIS INDEMNITY BOND UNDERTAKING BY THE CONTRACTORS to indemnify and keep indemnified the Corporation as stated hereinafter:

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



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

Date:

Seal & Signature of Authorized Signatory

Place:

Name of Tenderer's Authorized Signatory

ANNEXURE-U1

**Proforma of Bank Guarantee for Security Deposit (For Service/Works)**

(FOR INDIAN VENDORS)  
(ON STAMP PAPER OF APPROPRIATE VALUE)

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

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

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

**Proforma of Bank Guarantee for Security Deposit**

- In consideration of the Indian Oil Corporation Limited having its Registered Office at \_\_\_\_\_ (hereinafter called "The Corporation") having agreed to exempt \_\_\_\_\_ (hereinafter called "The said Contractor(s) / Supplier(s) / Seller(s)") from the demand under the terms and conditions of an Agreement dated \_\_\_\_\_ made between \_\_\_\_\_ and \_\_\_\_\_ for \_\_\_\_\_ (hereinafter called "The said Agreement"), of Security Deposit for the due fulfillment by the said Contractor(s) / Supplier (s) / Seller(s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We \_\_\_\_\_ (hereinafter referred to as "The Bank") at the request of \_\_\_\_\_ Contractor(s) / Supplier(s) / Seller(s) do hereby undertake to pay to the Corporation an amount not exceeding Rs. \_\_\_\_\_ against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said Contractor(s) / Supplier(s) / Seller(s), of any of the terms or conditions contained in the said Agreement.
- We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said Contractor(s) / Supplier(s) / Seller(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) / Supplier(s) / Seller (s)' failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_
- We \_\_\_\_\_ (indicate the name of the bank) undertake to pay to the Corporation any money demanded notwithstanding any dispute or disputes raised by the Contractor(s) / Supplier(s) / Seller(s) in any suit or proceeding pending before any court or Tribunal or Arbitrator relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s) / Supplier(s) / Seller(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ (Indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said 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 discharge or till \_\_\_\_\_ office / department at \_\_\_\_\_ certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) / Supplier(s) / Seller(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before \_\_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.
5. We, \_\_\_\_\_ (Indicate the name of Bank) further agree with the corporation that the corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) / Supplier(s) / Seller(s) from time to time or to postpone for any time or from time to time any 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.
6. We \_\_\_\_\_ (indicate the name of the Bank) further agree that the Corporation shall be entitled to invoke the Bank Guarantee (BG) in part, provided that the amount of the invocation shall not exceed the aggregate value of the BG at any given time. Such partial invocation can be made multiple times, and the Bank shall pay the Corporation the amounts requested, subject to the total sum not exceeding the aggregate value of the BG. The remaining amount of the BG shall continue to be valid until the full amount of the BG has been invoked or the BG is otherwise discharged in accordance with the terms herein."
7. This guarantee Will not be discharged due to change in the constitution of the Bank or the Contractor(s) / Supplier(s) / Seller(s).
8. We, \_\_\_\_\_ (Indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the corporation in writing.
9. Notwithstanding anything contained herein above,
- i) The liability of the Bank under this Bank Guarantee shall not exceed the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_ only);
  - ii) This Bank Guarantee shall be valid up to \_\_\_\_ (Expiry Date) irrespective of whether or not the original BG returned to us.
  - iii) We are liable to pay the BG amount or any part thereof under this BG 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 BG has been  
extended.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
For \_\_\_\_\_  
(Indicate the name of Bank)

Place :

Date :

**ANNEXURE-U2**

**Format of Insurance Surety Bond for Security Deposit (For Service/Works)**

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 fulfillment 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 and irrevocably 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. 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.

10. 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.

11. 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 :



ANNEXURE-V

**Form of Contract (For Works/Service)**

(On non-judicial stamp paper of appropriate value)

(To be executed on award of the work)

THIS CONTRACT made at Mumbai this \_\_\_\_\_ day of \_\_\_\_\_ 201 BETWEEN INDIAN OIL CORPORATION LTD., a Government of India Undertaking registered in India under the Indian Companies Act 1956, having its registered office at G-9, Ali Yavar Jung Marg, Bandra (East), Bombay- 400 051 and the Headquarters at G-9, Ali Yavar Jung Marg, Bandra (East), Bombay- 400 051 Mumbai (hereinafter referred to as the "OWNER" which expression shall include its successors and assigns) of the One Part; AND \_\_\_\_\_ carrying on business in sole proprietorship/ carrying on business in partnership under the name and style of \_\_\_\_\_ a Company registered in India under the Indian Companies Act, 1913/ 1956 having its registered office at \_\_\_\_\_ (hereinafter referred to/ as collectively referred to as the "Contractor" which expression shall include his/ their/ its executors, administrators, representatives and permitted assigns/ successors and permitted assign) of the other part:

WHEREAS

The OWNER desires to have executed the work of \_\_\_\_\_ more specifically mentioned and described in the contract documents (hereinafter called the 'work' which expression shall include all amendments therein and/ or modifications thereof) and has accepted the tender of the CONTRACTOR for the said work.

NOW, THEREFORE THIS CONTRACT WITNESSETH as follows:

**ARTICLE - 1**

Contract Documents

The following documents shall constitute the Contract documents, namely

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

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

**ARTICLE - 2**

Work to Be Performed

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

### **ARTICLE - 3**

#### **Compensation**

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

### **ARTICLE - 4**

#### **Jurisdiction**

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

### **ARTICLE - 5**

#### **Entire Contract**

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

### **ARTICLE - 6**

#### **Notices**

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

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

## ARTICLE-7

### Waiver

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

## ARTICLE-8

### Non-Assignability

The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate the place, day and year first above written

SIGNED AND DELIVERED for and on behalf of INDIAN OIL CORPORATION LTD.

by.....

in the presence of

1.

2.

SIGNED AND DELIVERED for and on behalf of

..... (CONTRACTOR)

by.....

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

in the presence of

1.

2.

**ANNEXURE-W1**

**Proforma of Bank Guarantee for Performance Security(For Goods)**

**(FOR INDIAN VENDORS)**  
(ON STAMP PAPER OF APPROPRIATE VALUE)

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

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

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

**Proforma of Bank Guarantee for Performance Security**

In consideration of the Indian Oil Corporation Ltd (Marketing Division) having its Registered Office at Mumbai (hereinafter called "The Corporation" which expression shall include its successors and assigns) has placed a Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ on M/s \_\_\_\_\_ having its Registered Office at (hereinafter called "The Suppliers" which expression shall include its successors and assigns) for the purchase of \_\_\_\_\_ on terms and conditions mentioned in the said Purchase Order.

AND WHEREAS in terms of Clause No. \_\_\_\_\_ of the said purchase order the Suppliers are required to submit a Bank Guarantee for \_\_\_\_\_% of the Order value amounting to Rs. \_\_\_\_\_ towards the performance of the units during the warranty period spelt out in the said order.

AND WHEREAS we \_\_\_\_\_, the Bank (hereinafter called the 'Bank' which expression shall include its successors assigns) on the request made by the Suppliers have agreed to give the required Bank Guarantee aforesaid.

NOW THIS INDENTURE WITNESSETH that it is agreed by and between the parties hereto as follows:

1. We (indicate the name of the bank) so as to bind ourselves and our successors and assigns do hereby irrevocably undertake and guarantee performance of the units that may be supplied by the suppliers under the above said Purchase Order and do hereby irrevocably undertake to pay to you on demand in writing without demur and without reference to the Suppliers all and any sums of money at any time or from time to time demanded by you upto an aggregate limit of Rs. \_\_\_\_\_ which being the \_\_\_\_\_% value of the above said Purchase Order if all or any of the Units that may be supplied by the Suppliers fail/s in their warranty period mentioned in the Contract.
2. We (indicate the name of the bank) undertake to pay to the Corporation any money demanded notwithstanding any dispute or disputes raised by the Supplier 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 made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Supplier shall have no claim against us for making such payment.

3. We (indicate the name of the bank) further, agree that the guarantee herein contained shall remain in full force and effect upto and until the date of completion of the warranty period mentioned in the Contract which is \_\_\_\_months from the date of commissioning or \_\_\_\_months from date of receipt whichever is earlier, provided always that notwithstanding anything heretofore contained the liability of the Bank hereunder shall remain valid till \_\_\_\_\_ after which date it will automatically lapse unless a demand is made by the Corporation before that date.
4. Although as between the Bank and Suppliers the Bank is the guarantor only, the Bank agrees and confirms that as between itself and the Corporation, the Bank shall be primarily liable for the payment of the amount/s that may be claimed by the Corporation by virtue of this guarantee and that the Bank shall be treated as the principal debtor.
5. We (indicate the name of the bank) further agree that the Corporation shall have the fullest liberty without affecting in any manner our obligations hereunder and without reference to us to vary any of the terms and conditions of the said Contract and / or to extend time of performance by the Suppliers from time to time or to postpone for any time or from time to time any of the obligations of the Suppliers or powers exercisable by the Corporation against the Supplier and / or forbear or enforce any of the terms and conditions of or relating to the said contract, and that we shall not be released from our liability under this guarantee / undertaking by reasons of any such variation or extension being granted to the said Supplier or for any forbearance and/or omission on the part of the Corporation or any indulgence by the Corporation to the Supplier.
6. We (indicate the name of the Bank) further agree that the Corporation shall be entitled to invoke the Bank Guarantee (BG) in part, provided that the amount of the invocation shall not exceed the aggregate value of the BG at any given time. Such partial invocation can be made multiple times, and the Bank shall pay the Corporation the amounts requested, subject to the total sum not exceeding the aggregate value of the BG. The remaining amount of the BG shall continue to be valid until the full amount of the BG has been invoked or the BG is otherwise discharged in accordance with the terms herein."
7. The Bank will not be entitled to any of the rights conferred on Sureties by Sections 133,134,135,139 and 141 of the Indian Contract Act,1872.
8. The Bank will not require any proof or judgement, document, decree or any direction from any Court/Arbitrator or otherwise to substantiate the claims of the Corporation against the Suppliers. The right of the Corporation under this guarantee will not be affected by reason of any pending proceeding before any Court or Arbitrator.
9. We further agree that this Guarantee shall not be affected by any change in the Constitution of the Bank or the Suppliers.
10. We, \_\_\_\_\_ (Indicate the name of Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the corporation in writing.

11. Notwithstanding anything contained herein above,

- i) The liability of the Bank under this Bank Guarantee shall not exceed the amount of Rs. \_\_\_\_\_ (Rupees \_\_\_\_ only);
- ii) This Bank Guarantee shall be valid up to \_\_\_\_ (Expiry Date) irrespective of whether or not the original BG returned to us.
- iii) We are liable to pay the BG amount or any part thereof under this BG 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 BG has been extended.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
For \_\_\_\_\_  
(Indicate the name of Bank)

Place :  
Date :

**ANNEXURE-W2**

**Proforma of Insurance Surety Bond for Performance Security(For Goods)**

In consideration of the Indian Oil Corporation Ltd (Marketing Division) having its Registered Office at Mumbai (hereinafter called "The Corporation" which expression shall include its successors and assigns) has placed a Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ on M/s \_\_\_\_\_ having its Registered Office at \_\_\_\_\_ (hereinafter called "The Suppliers" which expression shall include its successors and assigns) for the purchase of \_\_\_\_\_ on terms and conditions mentioned in the said Purchase Order.

AND WHEREAS in terms of Clause No. \_\_\_\_\_ of the said purchase order the Suppliers are required to submit an Insurance Surety Bond (ISB) for \_\_\_\_\_% of the Order value amounting to Rs. \_\_\_\_\_ towards the performance of the units during the warranty period spelt out in the said order.

AND WHEREAS we \_\_\_\_\_, the Insurer (hereinafter called the 'Surety' which expression shall include its successors and assigns) on the request made by the Suppliers have agreed to give the required Insurance Surety Bond aforesaid.

NOW THIS INDENTURE WITNESSETH that it is agreed by and between the parties hereto as follows:

1. We (indicate the name of the Insurer) the Surety so as to bind ourselves and our successors and assigns do hereby irrevocably undertake and guarantee performance of the units that may be supplied by the suppliers under the above said Purchase Order and do hereby irrevocably undertake to pay to you on demand in writing without demur and without reference to the Suppliers all and any sums of money at any time or from time to time demanded by you upto an aggregate limit of Rs. \_\_\_\_\_ which being the \_\_\_\_\_% value of the above said Purchase Order if all or any of the Units that may be supplied by the Suppliers fail/s in their warranty period mentioned in the Contract.
2. We (indicate the name of the Insurer) undertake to pay to the Corporation any money demanded notwithstanding any dispute or disputes raised by the Supplier 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 made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Supplier shall have no claim against us for making such payment.
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. We (indicate the name of the Insurer) further, agree that the ISB herein contained shall remain in full force and effect upto and until the date of completion of the warranty period mentioned in the Contract which is \_\_\_\_months from the date of commissioning or \_\_\_\_months from date of receipt whichever is earlier, provided always that notwithstanding anything heretofore contained the liability of the Surety hereunder shall remain valid till \_\_\_\_\_ after which date it will automatically lapse unless a demand is made by the Corporation before that date.
6. Although as between the Surety and Suppliers the Surety is the guarantor only, the Surety agrees and confirms that as between itself and the Corporation, the Surety shall be primarily liable for the payment of the amount/s that may be claimed by the Corporation by virtue of this ISB and that the Surety shall be treated as the principal debtor.
7. We further agree that the Corporation shall have the fullest liberty without affecting in any manner our obligations hereunder and without reference to us to vary any of the terms and conditions of the said Contract and / or to extend time of performance by the Suppliers from time to time or to postpone for any time or from time to time any of the obligations of the Suppliers or powers exercisable by the Corporation against the Supplier and / or forbear or enforce any of the terms and conditions of or relating to the said contract, and that we shall not be released from our liability under this ISB by reasons of any such variation or extension being granted to the said Supplier or for any forbearance and/or omission on the part of the Corporation or any indulgence by the Corporation to the Supplier.
8. The Surety will not be entitled to any of the rights conferred on Sureties by Sections 133,134,135,139 and 141 of the Indian Contract Act,1872.
9. The Surety will not require any proof or judgement, document, decree or any direction from any Court/Arbitrator or otherwise to substantiate the claims of the Corporation against the Suppliers. The right of the Corporation under this ISB will not be affected by reason of any pending proceeding before any Court or Arbitrator.
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 Contractor(s) / Supplier(s) / Seller(s) or any change in the legal constitution of the Surety or the Corporation.
11. 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."

12. We, \_\_\_\_\_ (Indicate the name of Insurer) lastly undertake not to revoke / amend this bond during its currency except with the previous consent of the corporation in writing.
13. 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 :

**ANNEXURE-X****Purchase Agreement (For Goods)****(On Non-Judicial Stamp Paper as prescribed in the respective State)**

Articles of Agreement made at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_  
Two Thousand \_\_\_\_\_ between the INDIAN OIL CORPORATION LIMITED,  
incorporated under the Indian Companies Act I of 1956, being an Government Company and  
having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai-400 051,  
hereinafter referred to as 'The Corporation' of the one part and M/s  
\_\_\_\_\_ Sole Trader/ Partnership Firm / Private / Public  
Limited Company registered under the Indian Partnership Act of 1932/Companies Act, 2013  
and having its Office at \_\_\_\_\_ hereinafter called  
'The Seller' which expression shall be deemed to include the Seller's successors (approved  
by the Corporation), representative, heirs, executors and administrators on the other part,  
WHEREAS the Corporation is desirous of obtaining certain Equipment / Materials specified in  
the attached schedule and / or Purchase Order and WHEREAS the Sellers have agreed with  
the Corporation for the supply of the said stores specified in the said schedule upon certain  
terms and conditions hereinafter provided and WHEREAS the parties are desirous of reducing  
to writing the terms and conditions of the contract on which the Sellers have agreed with  
the Corporation for the supply of the said Equipment/Materials, NOW IT IS HEREBY AGREED  
by and between the parties hereto as under :

**1. EQUIPMENT / MATERIALS TO BE SUPPLIED:**

The Sellers shall duly supply the said Equipment/Materials as per description,  
quantity and rates specified in the schedule and/or Purchase Orders placed by the  
Corporation from time to time and in all respects with the specifications, designs,  
drawings and instruction in writing referred to in the schedule and or said Purchase  
Order.

**2. PAYMENT:**

The Corporation shall pay to the Sellers in respect of the said equipment/materials  
mentioned in the scheduled/Purchase Order on the basis of the rates specified in the  
said schedule/Purchase Orders.

**3. PERFORMANCE BANK GUARANTEE / PERFORMANCE SECURITY:**

The Sellers shall deposit with the Corporation a Sum of Rs. \_\_\_\_\_ by Cash  
(as Bank transfer) ~~Demand Draft~~ or Bank Guarantee on our Standard Form within  
.....days of the date of order/award of contract. The Corporation shall hold this  
amount as Performance security (PBG) for Guarantee for the timely and proper  
performance of the said contract by the sellers.

All sums of compensation or other sums of money payable by the Sellers to the  
Corporation under the terms of this Agreement may be deducted from or paid by the  
Sale of a sufficient part of the Performance security(PBG) or from the interest arising  
there from any sums which may be due or may become due by the Corporation to  
the Sellers on any account whatsoever, and in the event of their Performance  
security(PBG) being reduced by any reason or such deduction or sale as aforesaid,  
the Sellers shall within 15 days thereafter make good in Cash (as bank transfer) or  
only Demand Draft any sum or sums which may have been deducted from/or raised  
by Sale of the Performance security(PBG) or any part thereof.

The Performance security (PBG) lodged by the Sellers shall be refunded after the expiry of ..... months from the date of satisfactory completion of all contractual obligations as applicable (including warrantee obligations / Defect Liability Period / warranty period ) plus the claim lodgement period, if any.

**4. MANNER & PERIOD IN WHICH THE EQUIPMENT / MATERIALS ARE TO BE SUPPLIED:**

The Sellers agree and undertake to supply the Equipment/Materials set forth in the Schedules/Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and subsequent amendments if any, issued thereto from time to time.

The Said Equipment/materials being goods of merchantable quality shall throughout the stipulated period of the contract be supplied with the due diligence, promptness, care and accuracy and in a workman like manner to the satisfaction of the Corporation and in accordance with the said specification, designs, drawings and instructions or before the aforesaid due date, time being the essence of the contract on the part of the Sellers.

**5. TIME FOR A RATE OF DELIVERY / DESPATCH, THE ESSENCE OF THE CONTRCT**

The time given for delivery / despatch shall commence from date of the Purchase Order / Contract by the Seller.

The time for and the rate of delivery / despatch stipulated in the said Purchase Order / Contract for the delivery or despatch of the equipment / materials shall be deemed to be the essence of the contract and should Seller fail to deliver / despatch the same within the scheduled delivery period, the Corporation shall be entitled to withhold the payment, if necessary, until the quantity against the order has been supplied and also to recover from the seller the penalty as stipulated in the Agreement. Alternatively, at the option of the Corporation, the Corporation shall be entitled to purchase from elsewhere on the account and at the risk of the Seller, the equipment / materials thereof which the Seller has failed to deliver / despatch as aforesaid or if not available the best and nearest available substitute thereof, or to cancel the contract and the Seller shall be liable for any loss or damage which the Corporation may sustain by reasons of such failure on the part of the seller.

**6. PRICE REDUCTION FOR DELAYS IN DELIVERY:**

The Sellers hereby agree to pay to the Corporation by way of price reduction for delay and not as penalty, an amount equal to 1/2 % (one half percent) of the contracted price of the materials so delayed for each week or Part thereof, of such delay in delivery subject to a maximum of 10% of such price.

For the purpose of calculating Price Reduction for Delay, date of receipt of material at consignee location shall be taken as date of supply.

**7. INSPECTION OF SUPPLIES:**

The Corporation through its authorised representative reserves the right to inspect periodically during the manufacture or before delivery all equipment and materials and workmanship for the acceptance of quality and efficiency. The said representative will be the sole judge thereof if at the time, during the progress of any particular portion of manufacture or before delivery of materials is unsatisfactory, the Corporation shall be entitled to take action under Clause No. 5 (FIVE) above after giving the Sellers 15 days/one month/three months notice in

writing as considered appropriate and the Sellers will have no claims for compensation for any loss sustained by them owing to such action.

All equipment and materials under or in course of execution or executed in pursuance of this contract, shall at all times be open to the inspection and supervision of the Corporation and their authorised representative and Agents. The Sellers shall at all time, during the usual working hours and at all other times after having received reasonable notice, allow the Corporation and their authorised representatives and agents to visit the contractor's premises and carry out the necessary orders and instructions.

**8. PAYMENT:**

Invoices shall be submitted by the Seller immediately on delivery / despatches of equipment / materials, duly supported by acknowledged challans in case of local deliveries or proof of despatch (R/R, or L/R from Road Transport Contractor) for effecting payment in accordance with the terms of the Purchase order against proper official stamped receipt from the Seller or his duly authorised representative.

**9. AGREEMENT:**

9.1 This Agreement is subject to terms and conditions contained in the tender in so far as the same is not inconsistent with or repugnant to the above clauses. A copy of the terms and conditions contained in the tender would be deemed to have been studied and agreed to by the Contractors before their signing this agreement. In case of any inconsistency, the order of precedence under Special Terms and Conditions / tender document shall prevail.

9.2 This agreement is subject to the special conditions stipulated in our schedule and or Purchase Order No. \_\_\_\_\_ dated \_\_\_\_\_ and subsequent amendments, if any, issued from time to time.

SIGNATURE OF (SELLER)

SIGNATURE OF (CORPORATION)

WITNESS

1.

2.

WITNESS

1.

2.

Date:

Place: