



SECTION 8- ANNEXURES

SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

RFP NO.: TeCL/CC/TRANSFORMER/2025-26/11

Issued by
Terra Clean Limited
(Procurement & Contracts Section)
10th floor, Office Block 2, NBCC Commercial Complex, East Kidwai Nagar
New Delhi - 110 023



Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
 TERRA Clean Ltd. <small>A Wholly Owned Subsidiary of IOC</small>	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

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Bidder Response Sheets (BRS)

BRS -1 - Technical Pre-Qualification Criteria

(On company's/firm's letterhead)

Table 1: Details of NIT- PQC 10.1 (i)

SN	Manufacturing Facility Description	Valid statutory registration/ approval/license/Certificates issued by appropriate governments indicating transformer manufacturing activity	Validity (Date)	Location of the Manufacturing Facility
1.				

Table 2: Bidder is participating in the following group(s):


Sl.No.	Group	Participation
1.	A	<input type="checkbox"/>
2.	B	<input type="checkbox"/>
3.	C	<input type="checkbox"/>

Table 3: Details of NIT- PQC 10.1 (ii)

SN	Group	Work Description	VA rating and Voltage	Name of Customer/ Client and Location of Project	Date of Award of Work	Date of Completion
1.	A					
2.	B					
3.	C					

Table 4: Details of NIT- PQC 10.2.2

SN	Group	Work Description	VA rating and Voltage	Name of Customer/ Client and Location of Project	Purchase order value	Date of Award of Work	Date of Completion
1.	A						
2.							

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3.							
4.	B						
5.							
6.							
7.	C						
8.							
9.							

Signature & Seal of Authorized signatory


Name:

Place:

Date:

Notes:

1. Bidder to fill details of work as per NIT Clause 10.1 &10.2.2 in the above table. Documentary evidence would have to be provided for each of the above-mentioned details as per Notes for NIT Clause no. 10.1 &10.2.2.
2. In case, bidder is claiming credentials of parent/group company for meeting any of the PQC as per NIT clause 10.1 &10.2.2, then in that case bidder need to submit the undertaking.

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BRS - 2 (a) - Criteria for evaluation (Commercial) - Annual Turn Over

(On company's/firm's letterhead)

Details of the bidder's annual turnover for the preceding three (03) financial years as on date of techno commercial bid opening:

S No	Financial Year	Annual Turnover (₹ Cr)
1.	2022-23	
2.	2023-24	
3.	2024-25	

Signature & Seal of Authorized signatory


Name:

Place:

Date:

Notes:

1. The information supplied should illustrate the Annual Turnover of the bidder.
 2. Supporting documentary evidence as per Notes for NIT Clause no 10.2.1 to be submitted by the bidder.
 3. Copies of Net Worth, Audited Balance Sheet and Profit & Loss Statement duly certified by an Independent Auditor/Statutory Auditor with his stamp.
2. In case, bidder is claiming credentials of parent/group company for meeting any of the PQC as per NIT clause 10.2.1, then in that case bidder need to submit the undertaking.

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BRS - 2 (b) - Criteria for Evaluation (Commercial) - Net worth

SN	Net Worth as on 31.03.2025 (₹ Cr)	Paid Up share capital as on 31.03.2025 (₹ Cr)
1.		

Signature & Seal of Authorized signatory


Name:

Place:

Date:

Notes:

1. The information supplied should illustrate the Net Worth of the bidder.
2. Supporting documentary evidence as per Notes in NIT for Clause no 10.2.3 to be submitted by the bidder.
3. Copies of Net Worth, Audited Balance Sheet and Profit & Loss Statement duly certified by an Independent Auditor/Statutory Auditor with his stamp.
4. In case, bidder is claiming credentials of parent/group company for meeting any of the PQC as per NIT clause 10.2.3 then in that case bidder need to submit the undertaking.


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Annexure (Commercial)


Annexure 1- COMPANY DETAILS

Tender No.:
Name of the Work/ Job:
Name of the Bidder:

Sr. No.	Description	Information Provided by the bidder
1	Full Legal Name of Bidder's Company	
	Country of Registration	
	Registered Office Address	
	Telephone Number	
	Email Address	
2	Quoting Office	
	Postal Address	
	Contact Person Name & Designation	
	Email ID	
	Telephone & Mobile Number	
3	Legal Status of the Bidder	
4	a) Whether bidder is a Micro or Small Enterprise (MSE)	
5	Date of Registration of Company, if applicable	
6	Copies of the audited Profit & Loss Account Statement of the Last three years submitted	
7	Power of Attorney for signing of Tender and Contact Details	

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Sr. No.	Description	Information Provided by the bidder
a)	Name & Designation	
b)	Email ID	
c)	Telephone & Mobile Number	
8	CONTACT PERSON AT DELHI NCR, IF ANY	
a)	Contact Person Name & Designation:	
b)	Email ID	
c)	Telephone & Mobile Number	
9	Declaration regarding bidder category (for claiming preferential purchase or any other benefit / relaxation to MSE /Start-up entity, if applicable as per tender conditions).	Bidders claiming for benefits in this category, if applicable as per tender, shall submit supporting documents in Technical Bid along with other statutory documents failing which the declaration provided below shall be ignored i.e. Shall be considered as invalid.
	a) Whether bidder is a Micro or Small Enterprise (MSE)	<input type="checkbox"/> YES/ <input type="checkbox"/> NO
	b) If yes, please select whether SC /ST	<input type="checkbox"/> YES/ <input type="checkbox"/> NO
	c) If yes, please select whether in Women Entrepreneur category	<input type="checkbox"/> YES/ <input type="checkbox"/> NO
	d) Specify details of MSE certificate with UAN and validity date	
	e) Whether bidder is a start-up entity	
	f) If yes, please provide DIPP Registration number and validity date	
10	Tax details	
	PAN No. of Bidder's Company	
	CIN	

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Sr. No.	Description	Information Provided by the bidder
	Whether the bidder is GST registered or not? If yes, provide GSTN and state of registration	
	Whether the bidder is exempted/ taxable/ SEZ/ non- taxable person under GST?	
	Whether the bidder is registered as regular taxpayer or under composition scheme under GST?	
	HSN/ SAC Code of materials/ services	
	Any other relevant information as prescribed by GST Laws/ other taxation laws/ levies from time to time considering the nature of product/ trade/ service etc.	

**Tax Quotation/ Declaration
(APPLICABLE FOR SUPPLY FROM INDIA)**

Bidders are requested to quote as below:		
GSTIN registration number		
Particulars		To be confirmed by Bidder
Applicable Supply Category (for GST purposes) for the tendered items		
Applicable % of GST		
HSN for selected Category		

I hereby certify that I am regularly filing GST returns with Nil default.

Signature and seal of authorized signatory of bidder
Name
Date

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Annexure 2 - INTEGRITY AGREEMENT

To be executed on plain paper and submitted along with Technical Bid/Tender documents.
To be signed by the bidder and same signatory competent/authorised to sign the relevant contract on behalf of Owner.

(Terra Clean Limited)

Tender no.:

INTEGRITY AGREEMENT

This Integrity Agreement is made at _____ on this _____ day of _____, 20__

Between

Terra Clean Limited, a company duly incorporated and validly existing under the provisions of Companies Act, 2013 and having its registered office at NBCC Commercial Space, 10th Floor, Tower- 2, Kidwai Nagar, Sarojini Nagar, South-West Delhi, Delhi - 110023 (India) (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.

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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..

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- 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 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 A.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per Proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Article 3- Disqualification from Tender Process and exclusion from future contracts

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner is entitled to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate the Contract, if already executed or exclude the Bidder/ Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner.
Such exclusion may be for a period of 1 year to 3 years as per the procedure prescribed in the guidelines for holiday listing of the Principal/Owner.

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- 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.

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- 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.

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- 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

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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)

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

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Annexure 3 - FORMAT FOR ADVICE OF VENDOR DETAILS

Tender No.:

Name of the Job:

Name of the Bidder:

FORMAT FOR ADVICE OF VENDOR DETAILS

To


Terra Clean Ltd.,

New Delhi

Dear Sir,

With reference to the P.O /W.O./Contract Ref No. _____ dated _____ awarded to us by TeCl, we hereby give our consent to accept the related payments of our claims/bills on TeCl through Cheques or Internet based online E-payments system at the sole discretion of TeCl. Our Bank account details for the said purpose are as under:

Sl. No.	Particulars	Details
1	Name and address of the Beneficiary.	
2	Account Number of Beneficiary	
3	Account Classification (CA/CC-11 or 29) & SB-10 as per cheque leaf.	
4	Name & Address of the Bank Branch (where payments are to be sent by TeCl)	
5	Branch Name/Code	
6	The 09 Digit MICR code of the Branch (as appearing on the MICR cheque)	
7	IFSC Code of the bank Branch for RTGS mode.	
8	IFSC Code of the bank Branch for NEFT mode.	
9	E-mail ID of Beneficiary.	
10	Any other Particulars (to be advised by beneficiary for the E payments purposes)	

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Sl. No.	Particulars	Details
11	Vendor Code (to be filled by TeCl's Deptt Only)	
12	Permanent Account Number	
13	GSTIN No. & State	
14	Corporate Identity Number (CIN) in case of company	
15	Mobile Number (For SMS Alerts)	

Please attach a blank copy of the cancelled cheque/photocopy of the cancelled cheque issued by your bank relating to the above account Number for verifying the accuracy of bank account is enclosed.

I/we hereby declare that the particulars given above are correct and complete.

A Copy of PAN Card duly attested by authorized signatory for verifying the accuracy of the PAN is enclosed.

Signature Of account Holder
With Company Stamp (if a company)

Date:/Place


(Encl: one cheque/photocopy of cheque duly cancelled & copy of PAN card)

*** We hereby confirm that the above bank account details of beneficiary are correct in all respects and the account of beneficiary (TeCl Vendor) is maintained at out bank branch.

(Name of the Bank & Branch) Authorized
signatory

*** Verification required only in case

- a) Vendors not providing a cancelled cheque leaf or if vendors name is not printed/appearing on the cancelled cheque leaf submitted to TeCl office.
- b) Change in existing bank details.

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Annexure 4 - FORMAT OF BID SECURITY DECLARATION IN LIEU OF EMD


I/We, the authorized signatory of M/s....., participating in the subject tender no., for the job of, Do hereby declare:

- A. that I/we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and No EMD being deposited for the said Tender.

- B. that in the event we withdraw/ modify our bid during the period of validity OR I/we fail to execute formal contract agreement within the given timeline OR I/we fail to submit a performance security within the given timeline OR I/ We commit any other breach of Tender Conditions/ Contract which attracts penal action of forfeiture of EMD and I/we will be suspended from being eligible for bidding/award of all future contract (s) of Indian Oil Corporation Limited/GeM for a period of one year from the date of committing such breach.

Signature and seal of authorized signatory of bidder

Name of authorized signatory:

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Annexure 4A - FORM OF BANK GUARANTEE IN LIEU OF EARNEST MONEY DEPOSITE

BG NO:

DATED:

VALID UPTO:

To,
Terra Clean Limited

Dear Sirs,


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

We _____ (Name of the Bank), a Bank constituted/Registered under the _____ Act, having our Head Office/Registered Office at _____ (hereinafter called the "Bank" which expression shall include its successors and assigns), at the request of the Tenderer and with the intent to bind the Bank and its successors and assigns do hereby unconditionally and irrevocably undertake to pay the Corporation at New Delhi forthwith on first demand without protest or demur or proof or satisfaction or condition and without reference to the Tenderer, all sums payable by the Tenderer as and by way of Earnest Money to the Corporation, upto an aggregate limit of (Amount in figures and words).


AND THE BANK DOTH HEREBY FURTHER AGREES AS FOLLOWS:

- 1) This Guarantee/Undertaking shall be a continuing guarantee and shall remain in full force and effect for all claims or demands made by the Corporation on the Bank until the Corporation discharges this Guarantee/Undertaking subject, however, that the Corporation shall have no claims under this Guarantee/Undertaking after the midnight of ____20____ or any written extension(s) thereof.

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

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- 2) The Corporation shall have the fullest liberty without reference to the Bank and without affecting in any way the liability of the Bank under this Guarantee/Undertaking at any time and/or from time to time any wise to postpone and/or vary any of the powers, rights, and obligations exercisable by the Corporation against the Tenderer and either to enforce or to forbear from enforcing all or any of the terms and conditions of or governing the said Tender and/or any contract consequent upon any award of work or the said Earnest Money Deposit or the securities available to the Corporation or any of them and the Bank shall not be released from its liability under these Presents and the liability of the Bank hereunder shall remain in full force and effect notwithstanding any exercise by the Corporation of the liberty with reference to any or all the matters aforesaid or by reason of any other act, matter or thing whatsoever which under law relating to the sureties or otherwise which could, but for this provision have the effect of releasing the Bank from all or any of its obligations hereunder or any part thereof, and the Bank specifically waives any and all contrary rights whatsoever.
- 3) It shall not be necessary for the Corporation to proceed against the Tenderer before proceeding against the Bank and the Guarantee/Undertaking herein contained shall be enforceable against the Bank as principal debtor notwithstanding the existence of any other undertaking or security for any indebtedness of the Tenderer to the Corporation and notwithstanding that any such security shall at the time when claim is made against the Bank or proceedings taken against the Bank hereunder, be outstanding or unrealised.
- 4) The amount stated by the Corporation in any demand, claim or notice made with reference to this guarantee shall as between the Bank and the Corporation for the purpose of these Presents be conclusive of the amount payable by the Bank to the Corporation hereunder.
- 5) The liability of the Bank to the Corporation under this Guarantee/Undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the Tenderer and the Corporation, the Tenderer and the Bank and/or the Bank and the Corporation or otherwise howsoever touching these Presents or the liability of the Tenderer to the Corporation, and notwithstanding the existence of any instructions or purported instructions by the Tenderer or any other person to the Bank not to pay or for any cause withhold or defer payment to the Corporation under these Presents, with the intent that notwithstanding the existing of such difference, dispute or instructions, the Bank shall be and remain liable to make payment to the Corporation in terms thereof.
- 6) This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Bank or the Corporation.
- 7) Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by fax. If transmitted by fax, the transmission shall be complete as soon as acknowledged by the Bank.

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8) Notwithstanding anything contained herein:

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

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


This _____ day of _____ 20

Yours faithfully

Signature: _____

Name & Designation: _____

Name of the Branch: _____

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Annexure 4B - FORM OF INSURANCE SURETY BOND IN LIEU OF EARNEST MONEY DEPOSIT

Surety Bond No:

Dated:


Valid Upto:

To,

Terra Clean Limited,


Dear Sirs,

1. In consideration of the Terra Clean Limited (hereinafter called "The Corporation" which expression shall include its successors and assigns) having agreed to accept from, _____ (name of the tenderer) (hereinafter called 'the said tenderer' which expression shall include its successors and assigns) Earnest money in the form of Insurance Surety Bond (ISB), under the terms and conditions of tender No. _____, dated _____. In connection with _____ (mention the details of the tender) (hereinafter called "the said tender"), for the due observance by the said tenderer of the stipulation to keep the offer open for acceptance for a period of _____ days from the date of the opening of the tender and other stipulations of the tender we, _____ (indicate the name of the Insurer). Registered under the Insurance Act, 1938, hereinafter referred to as 'Surety' which expression shall include its successors and assigns, at the request of _____ (mention the name of the tenderer) do hereby undertake to pay on demand to the Corporation an amount not exceeding Rs _____ in the event of the said tenderer having incurred forfeiture of earnest money as aforesaid or for the breach of any of the terms or conditions or the stipulations of the said tender and/ or the contract if awarded including but not limited to non-performance of the contract caused due to revision in price/ pricing basis after close of the pricing part of the tender under an order of the Corporation.
2. We _____ (indicate the name of the Insurer) do hereby unconditionally, irrevocably and without recourse to Terra Clean Limited undertake to pay the amounts due and payable under this ISB without any demur, protest or proof or satisfaction or condition and without reference to the tenderer, merely on a 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


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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.

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8. We _____ (indicate the name of the Insurer) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said tender or to extend time of performance by the said tenderer from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said tenderer and to forbear or enforce any of the terms and conditions relating to the said tender and shall not be relieved from our liability by reason of any such variation, or extension being granted to the said tenderer or for any forbearance, act or omission on the part of the Corporation or any indulgence by the Corporation to the said tenderer or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.
9. The liability of the Insurance Company to the Terra Clean Limited under this Bond/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the vendor/party/Contractor and the Terra Clean Limited, the vendor/party/Contractor and the Insurance Company and/or the Insurance Company and the Terra Clean Limited or otherwise howsoever touching or affecting these presents for the liability of the vendor/party/Contractor to the Terra Clean Limited, and notwithstanding the existence of any instructions or purported instructions by the vendor/party/Contractor or any other person to the insurance Company not to pay or for any cause withhold or defer payment to the Terra Clean Limited under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Insurance Company shall be and remain liable to make payment to the Terra Clean Limited in terms hereof.
10. This ISB shall not be determined or discharged or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Tenderer or any change in the legal constitution of the Surety or Corporation.
11. We, _____ (Indicate the name of Insurer) lastly undertake not to revoke / amend this ISB during its currency except with the previous consent of the Corporation in writing.
12. Notwithstanding anything contained herein above,
 - i. The liability of the Surety under this ISB shall not exceed the amount of Rs. _____ (Rupees _____ only),
 - ii. This ISB shall be valid up to _____ (Expiry Date) irrespective of whether or not the original ISB returned to us.
 - iii. We are liable to pay the ISB amount or any part thereof under this ISB only and if we receive from the Corporation a written claim or demand on or before

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_____ (Expiry date) or the date of expiry of any extension (s) thereof if this ISB has been extended.

13. Our ISB will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
14. The Insurer doth hereby declare that Shri _____ (Name of the person signing on behalf of the Surety Insurer) who is _____ (his designation), is authorized to sign this undertaking on behalf of the Surety Insurer and to bind the Surety Insurer hereby.

Dated the __ day of __20__

Place :
Date :

For _____
(Indicate the name of Insurer)

Yours faithfully,

Signature:


Name & Designation:

Name of Issuing Branch:

Complete Postal Address of Issuing
Branch:

Telephone No.

Email Address of the issuing Surety Insurer
Officer/Surety Insurer Branch

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Annexure 5 - PROFORMA FOR PERFORMANCE BANK GUARANTEE (PBG)

To,

Terra Clean Limited

Dear Sir,


In consideration of the Indian Oil Corporation Ltd. (hereinafter called the “Corporation” which expression shall include its successors and assigns) having awarded to [Name], [Constitution].....

.....[Address] (hereinafter referred to as the “Supplier” which expression shall wherever the subject or context so permits include its successors and assigns) a Supply Contract in terms inter alia, of the Corporation(s) Purchase Order No. [].....dated..... (hereinafter referred to as the “Contract”) upon the condition of the Supplier’s furnishing security in lieu of cash deposit for the Performance of the Supplier’s obligations and/or discharge of the Supplier’s liabilities under and/or in connection with the said Supply Contract upto a sum of Rs. [] [Rupees/United States Dollars] only amounting to% (percent) of the total contract value.

We.....(name) a body corporate registered/constituted under the laws of..... and having a branch at [Indian branch address with IFSC Code] (hereinafter called “the Bank” which expression shall include its successors and assigns) with the intent to bind the Bank and its successors and assigns, hereby undertake to pay the Corporation at New Delhi on first demand in writing without protest or demur or proof or satisfaction or condition and without reference to the Supplier, any and all amounts from time to time demanded by the Corporation from the Bank with reference to this Guarantee/Undertaking upto an aggregate limit of Rs./US\$ [] only or [Rupees/ United States Dollars].

AND THE BANK DOTH HEREBY FURTHER AGREE AS FOLLOWS:

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


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Corporation under any other guarantee(s) or security(ies) now or hereafter held by the Corporation and no such dealing(s), variation(s), reduction(s) or other indulgence(s) or arrangement(s) with the Supplier or release or forbearance whatsoever shall have the effect of releasing the Bank from its full liability to the Corporation hereunder or of prejudicing the rights of the Corporation against the Bank.

3. This Guarantee/Undertaking shall not be determined or affected by the liquidation or winding up or dissolution or change of constitution or insolvency of the Supplier or any change in the legal constitution of the Bank or of the Corporation.
4. The Bank hereby waives all rights at any time inconsistent with the terms of this Guarantee/Undertaking and the obligations of the Bank in terms hereof shall not be anyway affected or suspended by reasons of any dispute or disputes having been raised by the Supplier (whether or not pending before any Arbitrator, Officer, Tribunal or Court) or any denial of liability by the Supplier or any other order or communication whatsoever by the Supplier stopping or preventing or purporting to stop or prevent any payment by the Bank to the Corporation in terms hereof.
5. Notwithstanding anything to the contrary contained herein above:
 - a) The Bank's liability under this Guarantee/Undertaking shall not exceed (currency in figures) (currency in words only).....;
 - b) This Guarantee/Undertaking shall remain in force upto _____ (here put the entire period required for the performance of the Contract and the defect liability period plus 3 (three) months) and any extension(s) thereof; and
 - c) The Bank shall be released and discharged from all liability under this Guarantee/Undertaking unless a written claim or demand is issued to the Bank on or before _____ and if extended, the date of expiry of the last extension of this Guarantee/Undertaking.
6. Our Guarantee will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
7. Without prejudice to any other mode of service, a demand or claim or other communication may be transmitted by the Corporation to the Bank either by post or by email. If transmitted by email, the transmission shall be complete as soon as the mail is delivered to the mail id of the Bank mentioned in the BG.
8. The Bank doth hereby declare that Mr. _____ [name & designation of the person authorised to sign on behalf of the Bank] is authorised to sign this Guarantee/Undertaking on behalf of the Bank and to bind the Bank thereby.

Dated: _____ day of _____ 200_____


Yours faithfully,
For _____
Signature
Name and Designation

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Name of the Branch

NOTES:

- a. This Guarantee/Undertaking is not to be witnessed
- b. This Guarantee/Undertaking is required to be stamped as an agreement according to the stamp duty prescribed either in the State in which it is executed or at New Delhi, whichever is higher.

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**Annexure 5A - FORM OF INSURANCE SURETY BOND IN LIEU OF PERFORMANCE BANK
GUARANTEE (PBG)**

Surety Bond No:

Dated:


Valid Upto:

To,

Terra Clean Limited,


Dear Sirs,

1. In consideration of the Terra Clean Limited having its Registered Office at NBCC Commercial Space, 10th Floor, Tower- 2, Kidwai Nagar, Sarojini Nagar, South-West Delhi, Delhi - 110023 (India) (hereinafter called "The Corporation" which expression shall include its successors and assigns) having agreed to exempt _____(hereinafter called "The said Contractor(s) / Supplier(s) / Seller(s)" which expression shall include its successors and assigns) from the demand under the terms and conditions of an Agreement dated_____ made between_____ and _____for _____(hereinafter called "The said Agreement"), of Security Deposit for the due fulfilment by the said Contractor(s) / Supplier(s) / Seller(s) of the terms and conditions contained in the said Agreement, on production of a Insurance Surety Bond (ISB) for (Rupees _____only), we _____ (indicate the name of the Insurer), registered under the Insurance Act, 1938 (hereinafter referred to as "Surety" which expression shall include its successors and assigns) at the request of _____Contractor(s) / Supplier(s) / Seller(s) do hereby undertake to pay to the Corporation an amount not exceeding Rs. _____ against any loss or damage caused to or suffered or would be caused to or suffered by the Corporation by reason of any breach by the said Contractor(s) / Supplier(s) / Seller(s), of any of the terms or conditions contained in the said Agreement.
2. We _____ (indicate the name of the Insurer) do hereby unconditionally, irrevocably and without recourse to Terra Clean Limited undertake to pay the amounts due and payable under this ISB without any demur, protest or proof or satisfaction or condition and without reference to the Contractor(s) / Supplier(s) / Seller(s), merely on a demand from the Corporation stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Corporation by reason of breach by the said Contractor(s) / Supplier(s) / Seller(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) / Supplier(s) / Seller (s) failure to perform the said Agreement. Any

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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

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be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Corporation under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till _____office / department at _____certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) / Supplier(s) / Seller(s) and accordingly discharge this ISB. Unless a demand or claim under this ISB is made on us in writing a letter / e-Mail on or before _____(expiry date) we shall be discharged from all liability under this ISB thereafter.

9. The liability of the Insurance Company to the Terra Clean Limited under this Bond/undertaking shall remain in full force and effect notwithstanding the existence of any difference or dispute between the vendor/party/Contractor and the Terra Clean Limited, the vendor/party/Contractor and the Insurance Company and/or the Insurance Company and the Terra Clean Limited or otherwise howsoever touching or affecting these presents for the liability of the vendor/party/Contractor to the Terra Clean Limited, and notwithstanding the existence of any instructions or purported instructions by the vendor/party/Contractor or any other person to the insurance Company not to pay or for any cause withhold or defer payment to the Terra Clean Limited under these presents, with the intent that notwithstanding the existence of such difference, dispute or instruction, the Insurance Company shall be and remain liable to make payment to the Terra Clean Limited in terms hereof.
10. We, _____(Indicate the name of Insurer) further agree with the Corporation that the Corporation shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) / Supplier(s) / Seller(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Corporation against the said Contractor(s) / Supplier(s) / Seller(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) / Supplier(s) / Seller(s) or forbearance, act or omission on the part of the Corporation or any Indulgence by the Corporation to the said Contractor(s) / Supplier(s) / Seller(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provisions have effect of so relieving us.
11. We, _____(Indicate the name of Insurer) lastly undertake not to revoke / amend this ISB during its currency except with the previous consent of the Corporation in writing.
12. Notwithstanding anything contained herein above,

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- iv. The liability of the Surety under this ISB shall not exceed the amount of Rs. _____ (Rupees _____ only),
 - v. This ISB shall be valid up to _____ (Expiry Date) irrespective of whether or not the original ISB returned to us.
 - vi. 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.
13. Our ISB will be governed and construed in accordance with Indian Laws and subject to exclusive jurisdiction of Courts in India.
 14. The Insurer doth hereby declare that Shri _____ (Name of the person signing on behalf of the Surety Insurer) who is _____ (his designation), is authorized to sign this undertaking on behalf of the Surety Insurer and to bind the Surety Insurer hereby.

Dated the __ day of __20__

Place :
Date :

For _____
(Indicate the name of Insurer)

Yours faithfully,
Signature:
Name & Designation:
Name of Issuing Branch:
Complete Postal Address of Issuing Branch:
Telephone No.
Email Address of the issuing Surety Insurer
Officer/Surety Insurer Branch

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Annexure 6 - DECLARATION REGARDING ACCEPTANCE OF TENDER DOCUMENT

Tender No.:

Name of the Job:

Name of the Bidder:


DECLARATION REGARDING ACCEPTANCE OF TENDER DOCUMENT

1. I/ we confirm that we have quoted the rates in the tender considering Inter-alia the following documents, as applicable, for the subject tender:
 - (i) Price bid (BOQ)/ Price Breakup sheets & Schedule of Rates
 - (ii) Techno-Commercial Bid Document including
 - (iii) Special Terms and Conditions of Contract and other sections
 - (iv) Addendum / Corrigendum (if any)
 - (v) All other attachments, drawings, specifications etc. which are part of the tender document.
2. I/we hereby certify that we have fully read and thoroughly understood the tender requirements and accept all terms and conditions of the tender including all documents mentioned above and all corrigendum/addendum issued. Our offer is in confirmation to all the terms and conditions of the tender including all corrigendum/addendum and minutes of the pre-bid meeting, if any except the deviations stated in format of "Deviations / Exceptions". In the event of award of contract to us, the complete tender document along with addendum /corrigendum, if any as uploaded by Terra Clean Limited at e-Tender portal <https://etenders.gov.in/eprocure/app> under the subject referring to the above-mentioned tender number shall be considered for constitution of Contract Agreement.
3. I/ we declare that none of the electronic documents have been tampered with. In case of tampering of electronic documents, the bid shall be rejected outright and EMD forfeited without prejudice to any other rights or remedies available to TeCL.
4. I / we further undertake and confirm that all the documents submitted by us along with the bid are true and genuine to the best of our knowledge and belief. In case at any time, any document / information furnished by us are found to be forged / false / fabricated / misleading, we shall be solely liable for any legal consequences, penal actions including holiday listing by TeCL.

(Signature(s) of the Tenderer(s))

Name & Designation, email-ID and contact number of the authorized person
signing the Tender on behalf of the Tenderer (s)

Full Name and address of the Bidder(s)

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Annexure 7 - CERTIFICATE (UNDERTAKING FORMAT)

Tender No. :
Name of the Job:
Name of the Bidder:

CERTIFICATE (UNDERTAKING FORMAT)

(TO BE SUBMITTED ON COMPANY LETTERHEAD)

To,

Terra Clean Limited,

New Delhi

Dear Sirs,

A. Model Certificate for Tenderers:

We have read the clause regarding restrictions on procurement from a bidder of a country which shares the land border with India; we certify that, bidder M/s _____ (*Name of Bidder*) is:


- i) Not from such a country []
- ii) If from such a country, has been registered with the Competent Authority. []

I hereby certify that bidder fulfils all the requirements in this regard and is eligible to be considered [Where applicable, evidence of valid registration by the Competent Authority shall be attached.]

(Bidder is to tick appropriate option (□ or x) above).

B. Model Certificate for Tenderers for work involving possibility of sub-contracting:

We have read the clause regarding restrictions on procurement from a bidder of a country which shares the land border with India and on sub-contracting

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to contractors from such countries; we hereby certify that bidder
M/s_____ (**Name of Bidder**) is

- i) Not from such a country []
- ii) 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 bidder fulfils all the requirements in this regard and is
eligible to be considered [Where applicable, evidence of valid registration
by the Competent Authority shall be attached.]

(Bidder is to tick appropriate option (□ or x) above).

(Signature(s) of the Tenderer(s)) Name & Designation of the
authorized person signing the Tender
on behalf of the Tenderer (s)

Full Name and address of the Bidder(s)

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Annexure 8 - DECLARATION

A. Declaration of Black Listing/Holiday Listing

In the case of a Proprietary Concern:

I hereby declare that neither I, in my personal name nor in the name of my Proprietary concern, M/s_____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partners are presently on any blacklist or holiday list declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG) in India or in any other country, nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG in India or in any other country, in respect of any corrupt or fraudulent practice (s) against me or any other of my proprietorship concern(s) 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 the case of a Partnership Firm:

We hereby declare that neither we, M/s_____ the accompanying Bid/Tender nor any partner involved in the said firm either in his individual capacity or as proprietor or partner involved in the said firm either in his individual capacity or as proprietor or partner of any other form 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) in India or in any other country, nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG in Indian or any other country, in respect of corrupt or fraudulent practice (s) against us or any other partner 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 the absence thereof state "NIL")

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) in India or any other country, nor any inquiry is pending by Indian Oil Corporation Ltd. or MOPNG in India or in any other country, 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 the absence thereof state "NIL")

It is understood that if this declaration is found to be false in any particular, Indian Oil Corporation Ltd. shall have the right to reject my/our bid, and if the bid has


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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.

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

B. Declaration by the Bidder regarding relationship with TeCL Director

SL. NO.	DESCRIPTION	PLEASE SELECT (YES / NO / NOT APPLICABLE)	SPECIFY DETAILS IF "YES".IS SELECTED
1	In case of Proprietorship entity : Whether proprietor is a Director or is related to any Director of IOC present or retired within the past 2 years.		
2	In case of Partnership Firm: Whether any partner or member of the firm is a Director or is related to any Director of IOC present or retired within the last two years.		
3	In case of Company : Whether any of the Directors of the Company is a Director or is related to any Director of IOC present or retired within past two years.		
<p>Note: If no information is furnished or the sheet is left blank it will be treated as the bidder has submitted his offer with the declaration as "NO / NIL / NOT APPLICABLE" against all the three rows mentioned above. Further Selection of both "NO & NOT APPLICABLE" will be treated as the bidder is confirming NO in the specific row applicable to them.</p> <p>List of TeCL Directors may be referred to : https://terraclean.in/</p>			

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C. (Undertaking format for bidders from a country which shares land borders with India)

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

D. Proforma for declaration on NCLT / NCLAT /DRT /DRAT/ court receivership/ liquidation

I/ We, M/s. _____ declare that:

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


Further, we hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy' and we agree that if any noticed in future, our Bid may be rejected / terminated.

In case the bidder has any dispute in court of law of any kind which can affect the Contract, in such case the bidder shall furnish the status of all cases along with all relevant documents.

Note:

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

In case the bidder is undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date then details of the same to be provided by the bidder.

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Bidder / vendor should ensure to furnish the details of insolvency resolution process or liquidation or bankruptcy proceeding, as and when initiated but not later than 15 days from the date of such event during any stage of evaluation of the bid / during the validity of the contract to Tender Issuing Authority.

Non-submission of the above declaration with due seal and signature may lead to the rejection of offer.


E. Declaration for Non-Tampering of Data

I / We, M/s. _____ declare 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 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. This shall be without prejudice to any other rights or remedies available to the Owner.

F. UNDERTAKING OF NON-ENGAGEMENT OF CHILD LABOUR

- (i) We are committed for elimination of child labour in all forms.
- (ii) Neither we nor any of our nominated sub-contractor(s) are engaging Child Labour in any of our work(s) in terms of the provision of The Child Labour (Prohibition & Regulation) Act, 1986 and other applicable laws.
- (iii) We as well as our sub-contractor(s) undertake to fully comply with provisions of the child labour (Prohibition & Regulation) Act, 1986 and other applicable laws, in case the work is awarded to us.
- (iv) It is understood that if I/We, either before award of during execution of contract, commit a transgression through a violation of above or any other form, such as to put my /our reliability in question, the owner is entailed to disqualify us from the tender process or terminate the contract, if already executed or exclude me /us from future contract award process. The imposition and duration of 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.


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- (v) I/we accept to undertake to respect and uphold the owner's absolute right to resort to impose such exclusion.

(Signature(s) of the Tenderer(s))

Name & Designation of the authorized person signing the Tender
on behalf of the Tenderer (s)

Full Name and address of the Bidder(s)

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Annexure 9 - COMPLIANCE TO TENDER REQUIREMENT

COMPLIANCE TO TENDER REQUIREMENT

We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the Tender Documents and Addendum to the Tender Documents for the subject work.

We hereby further confirm that any terms and conditions if mentioned in our bid (Un-priced as well as Priced Part), shall not be recognized and shall be treated as null and void.


I _____ (Name of authorized person) declare hereby in the capacity of _____ (State designation) that Bidder M/s _____ is submitting only one bid for this tender and has not made any other bid or multiple bid.

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

- i. A person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format at and/or in a partnership or association of persons format and/or in a company format.
- ii. A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
- iii. A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
- iv. A person shall be deemed to have bid in a company format if the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a director of the company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital in and/or is a director of a holding company of that company which has submitted the bid.

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

(STAMP & SIGNATURE OF TENDERER)

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Annexure 10 - PERFORMA FOR DECLARATION ON INSIDER TRADING PREVENTION

PERFORMA FOR DECLARATION ON INSIDER TRADING PREVENTION

Tender No.: Name of Work: Bidder's Name:

.....

I/We, M/s. _____ declare that:


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

Place :

Date :

Signature of Bidder

Name of Signatory

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Annexure 11 - COVERING LETTER TO BE SIGNED AND SUBMITTED BY THE BIDDER

TENDER NO. _____

Ref:

Dated:

To

Chief Manager- Incharge (Contracts)

TeCL- Terra Clean Limited

XXXX

XXXX

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 Bidder 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 Owner. 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, Owner shall have unqualified, absolute and unfettered right to disqualify the Bidder and reject the Bid in accordance with the terms and conditions of the tender.

Yours faithfully,

(Duly authorized Signatory of the Bidder)

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

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Annexure 12 - Proforma for Letter of Authority

Date:

To

Terra Clean Limited

XXXXXXXX

XXXXXXXX

Sub: Tender NO:

Dear Sir,

We _____ hereby confirm that following representative(s) is/ are authorized to represent us to tender, negotiate and conclude the agreement on our behalf with you against your Tender Invitation No. _____ for **TENDER FOR SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE POWER PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA**

[1] Name & Designation: -----

Signature: -----

Phone/Cell: -----

Fax: -----

E-mail: -----


[2] Name & Designation: -----

Signature: -----

Phone/Cell: -----

Fax: -----

E-mail:

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
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We confirm that we shall be bound by all, whatsoever our said representative shall commit.


Your's Faithfully,

Signature:

For and on Behalf of

NOTE:

This Letter of Authority should be on Printed Letterhead of the Bidder and should be signed by a person competent and having the power of attorney (power of attorney shall be annexed) to bind such Bidder. If signed by a Consortium, it should be signed for each member of the Consortium by persons competent and having power of attorney (Power of Attorney shall be annexed) to bind such member of a consortium.

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Annexure 13 - Form of Tender (COMMERCIAL BID)

(Note: Bidders to note that while submitting the Form of Tender (Price Bid) in respective letter heads, it is advised strictly that the price MUST NOT be disclosed in this document since the tender is of 2 bid type. The space provided shall be written as "AS PER ENCLOSED BOQ". Tenders received with disclosing of the price in any place other than the price bid shall be liable for rejection)

(To be filled up by the Bidder)

For Commercial Bid

Serial No.....

Date:.....

From


To

Terra Clean Limited,

Tender No.

Dear Sirs,

1. Having examined the Tender Documents consisting of the Tender Notice, General Instructions to Bidders, General Purchase Conditions, Special Instructions to Bidders, Special Terms and Conditions of Contract, Specifications, Plans (Exhibits _____ to _____), Drawings (Exhibits _____ to _____) Time Schedule, Form of Contract, Form of Schedule of Rates, and Addendum(a) to the Tender Documents, and having understood the provisions of the said Tender Documents and having thoroughly studied the requirements of Terra Clean Limited relative to the work tendered for in connection with the _____ (Name of the Project) and having conducted a thorough study of the job site(s) involved, the site conditions, soil conditions, the climatic conditions, labour, power, water, material and equipment availability, the transport and communication facilities, the availability and suitability of borrow areas, the availability of land for right of way and temporary office accommodation and quarters and all other facilities and things whatsoever necessary for or relative to the formulation of the tender or the performance of work, I/we hereby submit my/our tender offer for the performance of proposed work in accordance with the terms and conditions and within the time mentioned in the Tender Documents. in the Bid Documents at the rate(s) quoted by me/us in the accompanying Schedule of Rates based on the Form of Schedule(s) of Rates included within the Tender Documents and arrived at a total contract value as

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per BOQ based on an application of the rates tendered in the accompanying Schedule(s) of Rates to the relative quantities indicated in the Form of Schedule(s) of Rates forming part of the Tender Documents.

If the work or any part thereof is awarded to me/us, I/ We undertake to perform the work in accordance with the Contract Documents as defined in the Form of Contract forming part of the Tender Documents and accept the terms and conditions of Contract as laid down therein and undertake within 10 (ten) days of receipt of acceptance of Tender to pay to and/or deposit with the Accounts Officer, "_____" (Name of the Project) Terra Clean Limited, a sum which together with the amount of earnest money deposited by me/us in terms hereof, shall make 10 % (ten percent) of total contract value as specified in the Acceptance of Tender for the purpose of security deposit, by any one or more of the modes of payments specified in this behalf in the General Purchase Conditions, and to commence work at each job site(s) involved within 10 (ten) days of handing over the job site or any part thereof to me/us, and to sign the formal Contract in the terms of the form of contract forming part of Tender Documents, within 10 (ten) days of receipt of Letter of Acceptance from and on behalf of Terra Clean Limited, in this behalf failing which Terra Clean Limited, shall be at liberty, without reference to me/us and without prejudice to any of its rights or remedies, to terminate the Contract and/or to forfeit the earnest money deposited in terms hereof.

2. In consideration of the sum of Rupee 1/- (Rupee one) only paid to me/us by Terra Clean Limited, by adjustment in the price of Tender Documents, I/We further undertake to keep my/our this tender offer open for a period of not less than 6 (six) months from the scheduled date of opening of Tenders as specified in the General Instructions to Bidders forming part of the Tender Documents.
3. I/We have annexed to this Bid the following documents:
 - a) Schedule of Rates in the prescribed Form.
 - b) Copy of Power of Attorney or other authority duly certified by a Gazetted Officer or a Notary Public in proof of authority of the person who has signed the Tender.
4. I/We hereby undertake that the statements made herein/information given in the Bid Response Sheet s referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be a misrepresentation entitling Terra Clean Limited to avoid any resultant contract.
5. I/We further undertake as and when called upon by Terra Clean Limited to produce, for its inspection, original(s) of the document(s) of which copies have been annexed hereto.

(Signature(s) of the Bidder(s))

Witness :
Signature :
Name :
Occupation :

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Annexure 14 - Form of Tender (TECHNICAL BID)

(To be filled up by the Bidder)

Serial No.....

Date:.....

From

To

TeCL - Terra Clean LimitedXXXXXXXX

Tender No.

Dear Sirs,

Having examined the tender documents consisting of tender notice, note for the tenderers, terms and conditions of Purchase, specification, form of tender and schedule of rates attached to tender documents and having understood the provision of the said tender documents having thoroughly studies and requirements of Indian Oil Corporation Ltd. , relative to the materials tendered for, in connection with the I/we hereby submit our tender offer for the supply of materials(s)/ equipments(s) in accordance with the tender documents at the rate quoted.


If the supply or any part thereof is awarded to me/ us, I/ we undertake to supply the materials(s)/ equipments(s) on terms & condition forming part of the tender documents and accept to supply the materials(s)/ equipments(s) as per delivery schedule.

I/We further undertake to keep my/ our this tender open for a period not less than 04 (four) months from the date of opening of tenders as specified in the tender documents.

I/We hereby further state that I/ we anyone of us (in the case of a partnership firm) have/ has not been employed as a engineer or officer of or with the Indian Oil Corporation Ltd., during a period of 2 (two) years immediately preceding the date hereof or I/ We declare that I one of our partners (in case of a partnership firm) was employed in the Division of Indian Oil Corporation Ltd; within the period of 2 (two) years immediately preceding the date hereof and that Ihave/ has obtained previous permission of Indian Oil Corporation Ltd; to make this tender.

I/ We have attached to this tender the following documents.

- i. Schedule of Rates in the prescribed form
- ii. Schedule of Inspection
- iii. Customer's reference
- iv. The acceptance of tender document
- v. Any additional documents (to be listed)
- vi. Earnest money deposit of Rs By Demand Draft no. Dated Payable to Indian Oil Corporation Ltd or BSD;

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- vii. Original Power of Attorney or other proof of authority of the person who has signed the Tender OR copy of Power of Attorney attested by a Gazetted Officer or a Notary Public in proof of the authority of the person who has signed the Tender.
- viii. Documents related to PQC
- ix. Duly filled and signed commercial/technical annexures as attached in the tender document

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

- i. Minutes of Pre-bid meeting
- ii. Price bid (BoQ) sheets
- iii. Scope of work
- iv. Special Terms & Conditions of the Tender
- v. Technical specifications including drawings
- vi. General Purchase Conditions
- vii. Corrigendum
- viii. Additional documents (if any)


I/We hereby undertake that the statements made herein and the information given in the additional documents referred to above are true in all respects and that in the event of any such statement or information being found to be incorrect in any particular, the same may be construed to be misrepresentation entitling Indian Oil Corporation Ltd to avoid any resultant supply order.

I/We further undertake as and when called upon by Indian Oil Corporation Ltd, to produce for its inspection original(s) of the documents of which copies have been annexed hereto.

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.

I/We have downloaded the tender form from the e-Tender portal and I/we have not tampered with / modified the tender forms and electronic data contained therein in any manner.

We declare 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 Owner.”


Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

(Signature(s) of the Tenderer(s)

Name & Designation of authorized person signing the

Tender on behalf of the Tenderer(s)

Full Name and address of the Bidder(s)

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
 TERRA Clean Ltd. <small>A Wholly Owned Subsidiary of IOC</small>	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

Annexure 15 - EXCEPTIONS AND DEVIATIONS STATEMENT

Tender No.:

Name of the Work/ Job:


Name of the Bidder:

SL. NO	PAGE NO. OF BID DOCUMENT	CLAUSE NO.	SUBJECT	DEVIATIONS

All exceptions/ deviations taken by Bidder, if any, to the stipulations of the Tender Document shall be brought out in the techno-commercial bid (and not in the price bid) as per this format. Any exceptions/ deviations brought out elsewhere in the bid shall not be construed as valid. However, if more space is required for submission of more exceptions / deviations, bidder(s) may submit the same in Technical Bid as per the above format and mention the relevant document / file name and page number etc. here in this format.

If this sheet is left blank, it will be considered that the bidder has accepted all terms and conditions of tender documents and has submitted their offer accordingly with NIL deviation. No further exception /deviation raised in any other form shall be considered.

Seal & Signature of the Tenderer

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
 TERRA Clean Ltd. <small>A Wholly Owned Subsidiary of IOC</small>	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

Annexure 16 - LETTER OF WAIVER

Tender No.:

Name of the Job:


Name of the Bidder:

(TO BE SUBMITTED IN TECHNICAL BID ON BIDDER'S LETTERHEAD)

1. We hereby agree to fully comply with, abide by and accept without variation, deviation or reservation all technical, commercial and other conditions whatsoever of the tender documents of Tender No. and all Addenda / Corrigenda (if any) issued by Terra Clean Ltd.,
2. We further hereby waive, withdraw and abandon any and all deviations, variations, objections or reservations whatsoever thereto hereto before set out, given or indicated in our offer, clarifications, correspondences, communications, or otherwise with a view that the price bid submitted may be treated to conform in all respects, with the terms and conditions of the said tender documents including all Addenda / Corrigenda.
3. We further hereby confirm that the prices quoted in the price bid are as per the provisions of the RfP document and there is no deviation to the provisions in the price bid.

(Signature(s) of the Tenderer(s))

Name & Designation of the authorized person signing the Tender
on behalf of the Tenderer (s)

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
 TERRA Clean Ltd. <small>A Wholly Owned Subsidiary of IOC</small>	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

Annexure 17 - UNDERTAKING REGARDING LOCAL CONTENT

Tender Ref No. -.....

Certification by bidder

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 has submitted its bid no Dated against bidding document no dated for item/works for Terra Clean Limited.
3. That the company is fully aware of the provisions of Policy to Provide Purchase Preference (linked with local content) (PPP-MII) dated 17.11.2020 and amendments thereof, enclosed in the above bidding document.
4. We hereby confirm that our offer is achieving the local content (LC) of
 - a. minimum 50% : ☐
 - b. 20 % < =LC<50% : ☐
 - c. LC < 20% : ☐

(Tick whichever is applicable.)

5. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.


Certification by the statutory auditor / Chartered Accountant of the bidder

We,, having our registered office address and certificate number certify that we are statutory auditor / cost auditor / practicing CA not being an employee / Director and not having any interest of the Company M/s having its registered office at

We have understood the provisions of Purchase Preference (Linked with Local Content) 2020 (PP-LC) Policy, enclosed in the above bidding document.

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

- (i) >=50% as Class-I Local Supplier : ☐
- (ii) >= 20% and < 50% as Class-II Local Supplier : ☐
- (iii) < 20% as Non Local Supplier : ☐

Bid No:	TeCL/CC/TRANSFORMER/2025-26/11
	SUPPLY OF TRANSFORMERS FOR ISTS/ InSTS CONNECTED RE PROJECTS AT VARIOUS LOCATIONS ACROSS INDIA

(Tick whichever is applicable) as per of PP-LC Policy.

(Statutory auditor / Cost Auditor / Practicing Chartered Accountant of the bidder)

Note: This undertaking shall be certified by:

- (i) The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.
- (ii) Any one of the partners and an independent Chartered Accountant, not being an employee of the firm, in case of a partnership firm.
- (iii) Statutory auditors in case of a company. 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.