



IndianOil

**Marketing Division)
Head Office, Indian Oil Bhavan
G-9, Ali Yavar Jung Marg
Bandra (East), Mumbai –400051**

TENDER DOCUMENT

PUBLIC TENDER

For

**Sub: Engagement of Training Agency (s) for
Training of New Retail Outlet Dealers across the
country.**

TENDER NO.: HCC/HR-03/PT-45/2022-23

e-tender id: 2022_MKTHO_152656_1



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1. INTRODUCTION


1. Indian Oil Corporation (IndianOil) is India's largest PSU enterprise and has been consistently featuring in the Fortune "Global 500" listings.
2. IndianOil is present across length and breadth of the country and caters to energy needs of our customers through our employees and vast network of channel partners.
3. At IndianOil, we believe that continuous learning by all our stakeholders is necessary for offering better product and services to our customers.
4. Every year IndianOil is onboarding channel partners as Retail Outlet Dealers across the country.
5. In order to align these new Retail Outlet Dealers with corporation's goals and objective, we, at IndianOil intent to provide an Induction Training to all new Retail Outlet Dealers across the country.
6. IndianOil invites responses ("Proposals") to this Request for Proposal ("RFP") from Training Agencies ("Bidders") for the conducting "Induction Training to New Retail Outlet Dealers" as described in this RFP's "Scope of Work".
7. This tender is called to engage two agencies to conduct a total of 200 batches Induction Training Program for New Retail Outlet Dealers.
8. The work will be divided among the two agencies in the ratio 60:40.
9. Any contract that may result from this public procurement competition will be issued for a term of 24 months (i.e 2 Years) ("The Term / Contract Period").

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2. NOTICE INVITING E TENDER:


2.1. Indian Oil Corporation Limited invites electronic bids through its website <https://iocletenders.nic.in> under two bid system for the work as detailed below from interested vendors fulfilling the qualifying requirements as stated hereunder:

a)	Tender No.	HCC/HR-03/PT-45/2022-23
b)	E Tender ID	2022_MKTHO_152656_1
c)	Name of Item	Engagement of Training Agency (s) for Training of New Retail Outlet Dealers across the country.
d)	Tender Fee	Nil. Bidders are requested to download the Tender documents free of cost from IOCL E-Tender Website (https://iocletenders.nic.in)
e)	Earnest Money Deposit (EMD)	<p>NIL</p> <p>Declaration to be given by the bidders as per format provided in tender document.</p> <p>Pl refer Bid Security Declaration in lieu of EMD (Annexure – 9) for this.</p> <p>The above Declaration is mandatory and is to be uploaded along with technical bid document while uploading the tender either in EMD Declaration folder or anywhere along with technical bid document.</p> <p>Bidders not uploading this Bid Security Declaration in lieu of EMD as per Annexure – 9 before tender submission date and time will be liable to be rejected.</p>
f)	Tender Download Period from e-Tender Portal	
	Starts on	As per E-tender site
	Ends on	As per E-tender site
g)	Pre – Bid Meeting	As per E-tender site
h)	Submission of Tender in e-Tender Portal	
	Starts on	As per E-tender site
	Ends on	As per E-tender site
i)	Due Date for Opening of Tender	
	Opening of Tender (Technical Bid Only)	As per E-tender site
j)	Tender Validity	Offer shall be valid for 180 Days from date of opening of technical bid. In case of any requirement, IOCL may seek further extension of the validity of the offer from the bidders.

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k)	Period of Contract	24 Months
l)	Mode of Tender Submission	Bidders to note that this is an e-Tender and can only be downloaded and submitted in the manner specified in “Special Instructions to Bidders for Participating in e-Tender” attached separately in this Tender.
m)	Contact Person	Shri D. R. Kunjam, Chief Manager (Contracts) Indian Oil Corporation Ltd., Marketing Head Office, Indian Oil Bhavan, Contract Cell, 6th Floor (Small Wing), G-9, Ali Yavar Jung Marg, Bandra East, Mumbai – 400051, Ph: 022-26447055, Email: drkunjam@indianoil.in
n)	Notes	IOCL reserves the right to revise / extend any Date / Time from the scheduled timelines of published tender.

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3. DEFINITION

- a. The following expressions hereunder and elsewhere in the Contract Documents used, unless repugnant to the subject or context thereof, shall have the following meanings hereunder respectively assigned to them.
- b. The **“Owner”, “Corporation”, “IOC”, “IOCL”, “IndianOil”** means Indian Oil Corporation Limited (also referred as IOC or IOCL or IndianOil) incorporated in India having their Registered Office at Indian Oil Bhavan, G-9, Ali Yavar Jung Marg, Bandra East, Mumbai-400051 shall include their successors and assignees for orders placed by Indian Oil Corporation Limited.
- c. **“Vendor”, “Successful Bidder”, “Agencies”, “Agency”, “Contractor”**: shall mean Individual, agency, Firm or Company (whether incorporated or not) selected by the OWNER for the performance of the Contract and shall include its legal representatives, successors and permitted assigns.
- d. **“Tenderer”, “Bidder”**: shall mean any Person or Persons, Firm or Proprietor who participates in this Tender indicating his / her / their interest in offering their services for the works defined in the scope of this tender.
- e. **“Supplies”, “Project”, “Work”, “Services”**: specified job(s) and/ or work(s) of this tender for delivery of goods or services as mentioned in the tender.
- f. **“Complete”, “Completed”** (in the context of job(s) mentioned in this tender): wherever used to indicate completeness of the specified job(s) and/ or work(s) of the goods/services defined in the BoM & the Purchase Order / Work Order. It shall be deemed as incomplete if any component of the BoM or of the PO/WO are not supplied, not delivered, if supplied is not operational or not acceptable after examination or testing by IOCL in any respect.
- g. The **“Contract”** shall mean the agreement between the parties as derived from the Contract Documents.
- h. **“EMD”, “Earnest Money Deposit”**: Money (or equivalent) deposited along with, the Tender indicating willingness to abide by the rules of the Tendering process and assuring IOCL the Vendor’s capability to take up the project and complete in stipulated time.
- i. **“SD”, “Security Deposit”**: Money (or equivalent) deposited with IOCL upon completion of delivery and installation of all the goods in the Purchase / Work Order as a performance guarantee for the quality of the goods and other services to be rendered during the warranty period.
- j. **“LOA”, “Letter of Acceptance”**: Letter of acceptance given by IOCL to the successful bidder (s) of the tender expressing acceptance of the offer and

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advising completion of contract formalities like executing the contract agreement as mentioned in the tender.

- k. **“BoM”, “Bill of Material”**: Item or items of the nature of Goods & Services including Licenses for using them that are intended to be procured.
- l. **“Contractual Period / Work Completion Period / Contractual Delivery Date / Contractual Completion Period”** shall mean the Scheduled Delivery / Completion Period as mentioned in the LOA (Letter of Acceptance) or Purchase Order or Work Order and shall also include approved extensions, if any.
- m. **“Officer-in-charge”**: The Officer in charge shall primarily refer to the officer of IOCL to whom this tender is submitted, or any other officer within Retail Sales department who has been designated by him/her from time to time to handle the proceedings of this tender.
- n. **“PO”, “Purchase Order”, “WO”, “Work Order”**: Refers to order placed on the selected bidder for performing various activities outlined in this tender.
- o. **“Tender”** – This document which is meant for the exclusive purpose of bidding as per the terms & conditions and specifications indicated and shall not be transferred, reproduced or otherwise used for purposes other than for which it is specifically issued.
- p. **“Retail Outlets (RO)”** – The fuel stations of the Corporation that do retailing of products to the end customer.
- q. **“Dealer”, “Channel Partner”** – The channel partners of the company who operate the dealerships.
- r. **“RO Managers”** – The identified individual on the payrolls of the Dealer, who is responsible for managing the Retail Outlet operations and supervises the Customer Attendants.
- s. **“IOCL Managers”** – IOCL officers.
- t. **“Customer Attendants”** – The fuel delivery personnel at IOCL Retail Outlets that are engaged by the dealer.
- u. **“Employees of Govt. / Public Sector Undertaking/ Private organization”** covers permanent and temporary (contract employees) of any Govt/ Public Sector Undertaking/ Private Organization.
- v. **“Employee of channel partners”** covers permanent and Temporary (Contract Basis) employees of Channel partners.



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- w. **“Trainer”** – The representative of the successful bidder (s) of the subject tender who would be imparting and delivering training to the Dealers and the Customer Attendants.
- x. **“Project Manager”, “Project Coordinator”** – The representative of the vendor (s) who would be responsible and accountable for driving the project and managing the progress of the same and would be based in IOCL Head Office.
- y. **“Master Trainer”**- The identified trainers of the successful bidder (s), as per the tender conditions, who would be imparted training with respect to specific technical inputs and details of the content by the Officers of the Corporation before the actual delivery of the trainings is started by them in the field. These Master Trainers would then subsequently impart training to the other trainers of the vendor (s).

All costs of preparing the response to this RFP will be borne by the bidder only.

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4. INSTRUCTIONS TO TENDERERS AND SPECIFIC CONDITIONS

4.1. Indian Oil Corporation Ltd. has developed a secured and user friendly system which will enable Vendor (s) / Bidder (s) to Search, View, Download tenders directly from Indian Oil Corporation Ltd's secured website and also enables them to participate & submit Online Bids on the e-tendering site <https://iocletenders.nic.in> directly from the website in secured and transparent manner maintaining confidentiality and security throughout the tender evaluation process and award.

4.2. All interested bidder (s) are requested to register themselves with the portal indicated above and enroll their digital certificate with the user id for participation in the tender.

4.3. Bidder (s) is requested to read following conditions in conjunction with various conditions, wherever applicable, appearing with this bid invitation for e-Tendering. The conditions mentioned here in under shall supersede and shall prevail over the conditions enumerated elsewhere in the tender document.

How to submit On-line Bids / Offers electronically against E-tendering?

4.4. Please refer to bidder (s) manual kit on Main Page of <https://iocletenders.nic.in>

4.5. Vendor (s) / Bidder (s) are advised to read the following instructions for participating in the electronic tenders directly through internet:

- a) Late and delayed Bids / Offers after due date / time shall not be permitted in E-tendering system. No bid can be submitted after the last date and time of submission has reached. (However if bidder (s) intends to revise the bid already submitted, they may change / revise the same on or before the last date and time of submission of bid). The system time (IST) that will be displayed on e-tendering web page shall be the time and no other time shall be taken into cognizance.
- b) Bidder (s) is advised in their own interest to ensure that bids are uploaded in e-tendering system well before the closing date and time of bid.
- c) No Manual Bids / Offers along with electronic Bids / Offers shall be permitted.

What is a Digital Signature?

- d) This is a unique digital code which can be transmitted electronically and primarily identifies a unique sender. The objective of digital signature is to



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guarantee that the individual sending the message is who he or she really claims to be just like the written signature. The Controller of Certifying Authorities of India (CCA) has authorized certain trusted Certifying Authorities (CA) who in turn allot on a regular basis Digital Certificates, Documents which are signed digitally are legally valid documents as per the Indian IT Act (2000).

Why is a Digital Signature required?

- e) In order to bid for Indian Oil e-tenders all the vendor (s)s are required to obtain a legally valid Digital Certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI), Controller of Certifying Authorities (CCA) of India. The Digital Certificate is issued by CA in the name of a person authorized for filing Bids / Offers on behalf of his Company. A Vendor (s) / Bidder (s) can submit their Bids / Offers On-line only after digitally signing the bid / documents with the above allotted Digital Signatures. Bidder (s) have to procure Digital Certificate (Class 3) on their own from any of the Certifying Authorities in India.

Submission of Documents


- f) The bids have to be submitted online only. Indian Oil shall not be responsible in any way for failure on the part of the bidder (s) to follow the instructions.
- g) It is advised that the bidder (s) uploads small sized documents (preferably upto 5 MB) at a time to facilitate easy uploading into e-tendering site. Indian Oil does not take any responsibility in case of failure of the bidder (s) to upload the documents within specified time of tender submission.

Submission and Opening of Bids

- h) Bid, along with all the copies of documents, should be submitted in the electronic form only through Indian Oil e-tendering system. Before the bid is uploaded, the bid comprising of all attached documents should be digitally signed using digital signatures issued by an acceptable Certifying Authority (CA) in accordance with the Indian IT Act 2000.

Last Date for Submission of Bids

- i) Bidder (s) is advised in their own interest to ensure that bids are uploaded in e-Procurement system well before the closing date and time of bid. Vendor (s)s / Bidder (s) must use any computer having Windows 2000 or Windows XP versions or higher of Window operating system and an internet web browser version internet explorer V8.0 or higher recommended.

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Power of Attorney

- 3.6 Authority of the person uploading the bids with his DSC shall be required to be submitted in the bids. Document required showing the authority of the person uploading & submitting the bid with his Digital Signature Certificate shall be as given in the following table:

In case of Proprietary Concern	If the bid is submitted by the proprietor, no POA required. However, he will upload undertaking certifying that he is sole proprietor.
	If the bid is submitted by person other than proprietor, POA authorising the person to submit bid on behalf of the concern
In case of Company	Certified copy of Board Resolution authorising the person submitting the bid on behalf of the company
	POA and the supporting Board Resolution authorising the person submitting the bid on behalf of the company
In case of Partnership Firm	POA along with Deed of Partnership
In case of Co-operative Society	Copy of resolution passed as per Society Rules

Study of Tender Documents

- Tenderer should study the tender documents carefully and understand the contract conditions, specification, etc. before quoting.
- If the tenderer finds any contradictions in the terms and conditions of the tender document, the stricter of the two conditions shall apply.
- If there are any doubts, they should get clarifications before the due date, but this shall not be a justification for late submission of the tender or extension of opening date. No clarifications shall be given in writing after the date of the Pre-bid meeting.



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- d. The tenders should strictly be in accordance with our specification, terms and conditions. The work should not only match our specification/requirement but can be improved upon. The same can be indicated separately by the bidder in the technical bid.

Filling of Tender Documents:

- a. Tenderer must distinctly understand that they will be required to strictly conform to the conditions of this contract as contained in each of its clauses and the plea of CUSTOM PREVAILING will not on any account be admitted as an excuse on their part for infringement of any of the conditions.
- b. Tender should be strictly in accordance with specifications and other tender documents.
- c. Any offer, which does not comply with the tender conditions or contains counter conditions in respect of delivery schedule, will be treated as invalid. Vendor's signature on the technical bid is considered total acceptance of the terms and conditions. However, if tenderers wish to give any additional information, the same may give in a separate covering letter.
- d. Tenderer must not resort to unsolicited revision of Tender Document. Any type of unsolicited revision will disqualify the tenderer.
- e. If the successful tenderer, during specified time period, fails to accept the Letter of Intent (LOI) / Work Order / Purchase Order, placed at his original quoted rates or subsequently negotiated rates, as the case may be, the earnest money shall be forfeited.
- f. Once the quotation is accepted and the Letter of Intent (LOI) / Work Order / Purchase Order is placed on the successful tenderer; the validity will remain same till completion of delivery in all respects. No escalation in the cost of materials, labor, and transportation shall be entertained at any stage of the contract till the job is completed in all respect.




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- g. Incomplete tenders conditional tenders or tender not conforming to the terms and conditions prescribed in the tender documents are likely to be rejected.
- h. Any deviations from the terms and conditions or from the Technical Data sheet should be brought out in Schedule of Deviations giving the document reference, page number, clause / line reference, stipulated requirement and vendor's deviations. The bidder has to be extra careful in filling up this part of the tender. On the basis of the entries in the Schedule of Deviations, IndianOil may refer for further clarifications or otherwise reject the tender outright.
- i. The Corporation is not bound to accept the lowest tender and reserve the rights to reject any or every tender without assigning any reason whatsoever and/or to carry out negotiations with the vendors in the manner considered suitable to the Corporation.
- j. Any terms and conditions attached / printed overleaf of the vendor's offers not in consonance with the tender conditions or the rules & regulations of the Corporation, will not be binding on the Corporation.
- k. The several Contract Documents forming the contract are to be read together as a whole and are to be taken as mutually explanatory.
- l. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the IndianOil on the basis of this RFP.
- m. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by IndianOil. IndianOil may cancel this public procurement at any time prior to a formal written contract being executed.

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Pre-Bid Clarifications, Bidders Queries:

A. Pre-Bid Meeting shall be carried out by virtual mode through video conferencing as per the schedule date mentioned in e-tender portal. The hyperlink and VC login credentials are given below:

Topic: Prebid meeting Tender No. HCC/HR-03/PT-45/2022-23, Engagement of Training Agency (s) for Training of New Retail Outlet Dealers across the country.

Join Zoom Meeting

<https://zoom.us/j/98851390629?pwd=MVFVQW81Y2dzaEtWMVY1QWMyOWprdz09>

Meeting ID: 988 5139 0629

Passcode: 706032

Bidders are advised that no pre-bid meeting shall take place in person. All bidders intending to raise queries shall do so either through e-mail in editable format to drkunjam@indianoil.in, sumantabara@indianoil.in, rashmikaushal@indianoil.in and agrawaln@indianoil.in or through seek clarification option on e-tender portal before prebid meeting scheduled date.


Bidders also to note that after the clarifications are given in Pre-Bid conference, no further deviation shall be permitted, and all decisions taken by IOCL in the pre-bid conference shall be binding on all bidders. All are requested to attend the Pre-Bid conference.

B. The Minutes of the Pre-Bid meeting will be uploaded in the e-tender website

a. The queries should necessarily be submitted in the following format in Excel:

Sr. No.	RFP/Tender Document Reference(s)			Statement as per RFP / Tender Document	Query by Bidder	Name of the Bidder
	Page No.	Section No.	Section Name			
1						
2						
3						
4						

b. Bidders must adhere to the above template while submitting their queries.

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5. PRE-QUALIFYING CRITERIA:

5.1. Bidders meeting all the following pre-qualifying criteria only need to submit / upload their bids.

5.2. **“Similar Work”** is defined as:

“Training engagement for channel partners and/or employees of channel partners or for employees of any Govt./Public sector undertaking/ Private organization in India.” Channel Partners would mean stockist, distributor, dealer etc.

5.3. **Specified Period:**

Experience of carrying out works under Work Order which includes “Training engagement for channel partners and/or employees of channel partners or for employees of any Govt./Public sector undertaking/ Private organization in India. Channel Partners would mean stockiest, distributor, dealer etc.” during last 5 (Five) years up to the last day of the month previous to the one in which tender is being invited.

Pre-Qualification Criteria:

Pre-Qualification Criteria	Requirements
Annual Turnover	<p>Minimum annual turnover of Rs. 2.24 Crores in any one of the three financial years i.e. 2018-19, 2019-20 & 2020-21 in case, the bidder is following calendar year as their accounting year, the equivalent period for considering annual turnover is 2018, 2019 & 2020.</p> <p>In case of Micro and Small Enterprises (MSE), minimum annual turnover requirement shall be Rs. 1.9 Crores.</p> <p>Documents submission against annual turnover requirement:</p> <ol style="list-style-type: none"> 1. Audited Balance Sheets (Profit & Loss Account Statement) indicating annual turnover duly certified by the authorized signatory. The balance sheet copy MUST bear the Registration Number of the authorized Chartered



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	<p>Accountant and its SEAL. This is not applicable for published annual reports.</p> <p>2. In case, bidder is not required to get its account audited under section 44AB of the Income Tax Act, 1961, certificate from practicing chartered accountant (s) towards the annual turnover of the bidder along with copies of Income Tax Returns shall also be acceptable.</p> <p>Provisional Balance Sheet and P&L account statement will not be considered for evaluation.</p> <p>3. Definition of Turnover: Total Revenue as per Schedule III of Companies Act, 2013 (Earlier revised Schedule VI of Companies Act, 1956) shall be considered as Turnover.</p> <p>4. For Tenders invited during April – September, in case of non-availability of audited balance sheets (Profit & Loss Account Statement)/ published accounts of the immediate preceding year, the audited balance sheet (P&L Statement)/ published account of 4th preceding financial year shall also be acceptable.</p>
Experience / Similar Work Criteria	<p>The value of Works should be as under:</p> <p>One completed work costing not less than Rs. 1.86 Crores</p> <p>OR</p> <p>Two completed works each costing not less than Rs. 1.49 Crores.</p> <p>OR</p> <p>Three completed works each costing not less than Rs. 1.12 Crores.</p> <p>In case of Micro and Small Enterprises (MSE), similar work requirement shall be as per below: -</p> <p>One completed work costing not less than Rs. 1.58 Crores.</p> <p>OR</p>



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Two completed works each costing not less **Rs. 1.27 Crores.**

OR

Three completed works each costing not less **Rs. 95 Lakhs.**

All the above amounts are inclusive of taxes/GST.

In cases, where work order contains items other than those defined as similar work in the same work order, then only the value of the work mentioned against similar work shall be considered. In cases, where value of work against similar work is not clearly mentioned, Bidder has to provide certificate from the client clearly mentioning the value of the work as defined above.

Note: Ongoing works with executed value up to the last day of the month previous to the one in which tenders are being invited meeting the above similar work value requirement will also be considered for evaluation.


Documents submission against Similar Work criteria:

In case of Work Order from Government Bodies / PSUs:

1. Copy of work order (s) / Contract document (s) and
2. Completion Certificate (s) OR copy of bill (s) / Invoice duly certified from practicing chartered accountant.

In case of Work Orders from Private Parties:

1. Copy of work order (s) / Contract document (s) and
2. Completion Certificate (s) OR copy of bill (s) / Invoice duly certified from practicing chartered accountant.


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	<p>3. Relevant TDS Certificates (where applicable) OR Bank Statement duly certified from practicing chartered accountant along with certificate from practicing chartered accountant as per Annexure-1.</p> <p>The Completion Certificate (s), submitted by the bidder should be on Client's letter head indicating:</p> <p>(a) Work Order reference. (b) Brief of work. (c) Contract period. (d) Date of completion (e) Completed Value of work, for each work order being claimed.</p> <p>IOCL will reserves the right to confirm the details submitted by the bidder directly from the client.</p>
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5.4. Other Commercial Criteria:

Other Commercial Criteria	Requirements
PAN	Bidder to submit copy of PAN
GST Registration No.	Bidder to submit copy of GST Registration No.
Partnership Deed / Certificate of Incorporation with Memorandum and Articles of Association	Bidder to submit copy of Partnership Deed / Certificate of Incorporation with Memorandum and Articles of Association.
Power of Attorney / Board Resolution (as applicable) in favour of Tender Signing Authority	Bidder to submit Power of Attorney / Board resolution (as applicable) in favour of the tender signing authority.
Integrity Pact Agreement	Bidder to submit Integrity Pact Agreement as per the format
Standard Declarations	Bidder to submit standard declarations as prescribed in formats for Declarations A, B, C, D, E in the tender.

- 5.5. Failing to submit documents in support of Pre-Qualification Criteria (PQC) above may lead to disqualification of the bidder in the prequalification stage / technical bid.
- 5.6. No relaxation shall be accepted with regards to pre-qualification criteria listed above.

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- 5.7. Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to PQC along with their offer. Failure to meet the PQC will render the bid to be summarily rejected. IOC reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents / clarifications.

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6. SCOPE OF WORK:

Indian Oil Corporation (IOCL) intends to engage two **“Training Agencies”** for creation of Training and induction of New Retail Outlet Dealers appointed by IndianOil across the country. Jobs will be allocated to two agencies in 60:40 ratio.

Induction Training will be a 5 Day Residential Training program for Newly appointed Retail Outlet Dealers. Training will be a blend of Classroom Training and Field Visit i.e 3 Days Classroom Training and 2 Days visit in Field.

The training agencies will be responsible for:

6.1 Training Content Creation:

Raw content for training shall be provided by IOCL. Vendors will create new / update existing content / Audio Visual content/ Animation as and when required by IOCL exclusively for this project. Vendor is required to make updates to the content as & when advised by IOCL. Vendor (s) to ensure that latest content is always available for use.

6.2 Trainer Qualification:

Delivery of training by qualified and experienced trainers having minimum below mentioned criteria: -

- Minimum qualification – Graduation in any field
- Training experience – Minimum of 8 years of training experience preferably of Sales and overall 10+ years of work experience
- Ability to facilitate sessions in vernacular language of the state in addition to Hindi & English


** Trainers have to be duly approved by IOCL before start of Training.

6.3 Supply of Training Material:

- i. Faculty guide in English/Hindi
- ii. Folder for participant incl. handbook (approx. 155 pages/ handbook in A4 size booklet, printed in color), writing pad and pen.

6.4 Prizes for good performers:

Arranging prizes for the winners of Quiz at the end of the 5 days (5 prizes of approx. value of Rs. 200/- each as approved by IOCL).

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6.5 Liaise with the field teams (both IOCL and their own) to manage training schedules.

6.6 To issue certificates to the participants on successful completion of the training. The certificate shall be duly approved by IOCL.

6.7 Logistic Arrangement:

Training will include field visit (i.e 1 Day – Visit to Retail Outlet (petrol pump) and 1 day visit to supply point) of participants, thus vendor to make logistic arrangement and other arrangements on the day of field activity as mentioned below:

- The vendor will make logistics arrangement including transport during RO visit within city (5 groups of 5 persons each) and Supply Location visit (for 25 persons).
- Vendor will arrange for food arrangements (lunch/Snacks/Water/Tea/Coffee etc.) for all participants during the day of field visits at a suitable venue.
- The average distance from the city to supply point can be 100 KMs to and fro approximately.
- The RO and Supply location (Supply Point is IOCL Petroleum Terminal/ Depot (Storage Points) which supplies Petroleum products to the Channel Partners) visits will be on two different dates within the 5 days schedule.
- List of the Retail Outlets shall be advised to the vendor (s) well in advance.

6.8 Average Batch Size:

Average batch size for the training shall be 25 Nos. However, same may vary from location to location and shall be advised to the vendor well in advance. (Vendor may consider minimum 25 participants in each batch for estimation purpose for making hotel and other arrangements).

6.9 Stay and Training Arrangement:

The vendor (s) has to make arrangements for training in a 3-star hotel (As per classification done by Ministry of Tourism, Government of India) duly approved by IOCL. In case, 3-star Hotel is not available in any of the cities where training is planned or 3-star hotel is not acceptable by IOCL, then vendor will have to provide an alternative Hotel having facilities equivalent to a 3-star hotel and acceptable to IOCL.

Stay Arrangement for participants will be on **“Single” Occupancy basis**. Modalities are as under:

The stay, boarding and lodging of the participants will be arranged in a **3-Star Hotel** (As per classification done by Ministry of Tourism, Government of India) duly approved by IOCL in air conditioned rooms on **Single Occupancy** basis with



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provision of all standard facilities (all basic facilities as per 3 Star Hotel as defined by Ministry of Tourism, Govt of India) associated with the room for total 5 days & 5 nights effective from one night prior to start of training program.

In case, 3-star Hotel is not available in any of the cities where training is planned or 3-star hotel is not acceptable by IOCL, then vendor will have to provide an alternative Hotel having facilities equivalent to a 3- star hotel and acceptable to IOCL.

Check in of participants will start from previous evening of 1st day of program and check out will be on last day of the program.

All the participants will be provided with purified packaged water at the venue.

The vendor (s) has to ensure that the training and stay arrangement are made at the same place.

Arrangement for breakfast, 2 major meals and two tea/coffee breaks along with Cookies (minimum 2 Nos,) on all the days of the residential training

The lunch and dinner will be served in a buffet system with minimum 2 vegetable items, 1 non-Vegetarian item, 1 Dal, Breadbasket, Rice, Salad, Curd, 1 –Dessert and other regular accompaniments. The food quality has to be hygienic and preferably prepared onsite.

The above detailed items of the lunch and dinner menu are the basic requirement, and the vendor (s) has to ensure the provision of the same. No take-away food items will be served by the vendor (s).

6.10 Vendor (s) has to give minimum 15 days advance intimation of the venue and the training program to concerned IOCL officials.

6.11 Project Management Team, Monitoring and MIS:

- The Vendor (s) will have to position **1 Project Coordinator** who shall be operating from IOCL Head Office at Mumbai during the tenure of the project to manage and monitor the entire program in consultation with IOCL.
- The Project Coordinator posted at IOCL HO, Mumbai of each successful bidder will have a team of **State Coordinators** with 1 (one) Coordinator per State Office having headquarters in the cities mentioned below. The area of control of the state coordinators will be finalized by IOCL. (As per proportion of Job allocation).

Cities having State Office Headquarters:



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S.N.	NAME OF CITY
1	Delhi
2	Chandigarh
3	Jaipur
4	Lucknow
5	Noida
6	Patna
7	Guwahati
8	Kolkata
9	Bhubneswar
10	Mumbai
11	Bhopal
12	Ahmedabad
13	Hyderabad
14	Bangalore
15	Trivandrum
16	Chennai

- Vendors will create a common application-based dashboard for planning, tracking, and reviewing trainings, MIS reports as finalized by IOC and any other details pertaining to the trainings.
- The dashboard will be updated daily by project coordinator. Project coordinator will be responsible to collect data from the all the State Coordinators/Trainers and also will be responsible for maintaining the dashboard. The Project Coordinator should have proficiency in Excel, Word, Google Drive, and PowerPoint. He should also have capability to upload / monitor Dashboards/ E-Learning platform/ Monitoring of training effectiveness as per IOCL's criteria.
- The Dashboard may be created and maintained by either of the vendors. However, the cost of the dashboard both creation and its maintenance will be shared by the vendors in the ratio of their job allocation. For example – vendor allocated 40% of the job will bear 40% cost of the dashboard. The Dashboard should allow the trainers to upload live data on daily basis. Vendor will provide backup of the data collected to IOCL on monthly basis.



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- The Project Coordinator should have handled at least one such major assignment in the past. The vendor (s) will share the profile of the Project Coordinator/Manager in a format as per the **Annexure-2** at the time of submission of the bid.
- After scheduling the Training batch, State Coordinator will be responsible to assign Prior learning of course content through IOCL's in-house learning management system.
- State Coordinator will be responsible for Monitoring course over IOCL's inhouse LMS Platform – SAMPARK for the assigned participants.
- Monitoring course completion and ensure that the assigned courses is completed by them and informing the relevant stakeholders with the completion status.

6.12 DELIVERABLES AND TIMELINES

This section details the deliverable for the program across the contract period. Deliverables shall be aligned to Scope of Work.

- The details of number of dealers to be trained under the different modules is detailed as under:

Particulars	5 Day Induction Training for New Dealers
No of ROs	5000
No of participants	5000 dealers
Batch size	25
Total No of sessions/Batches	200

- The total duration of the project will be 24 months as per the timelines given by corporation.
- The training centers for all the modules will have some basic facilities which are detailed as under: -



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Facilities	5 Day Induction Training for New Dealers
Air-Conditioned Hall	Yes
Seating Arrangement	Cluster adequately spaced
Capacity of the Hall – To comfortably accommodate:	25
Computer/Laptop/Projector/Internet Connectivity/Markers/White Boards/Flip Charts/Drinking Water Facility/Separate Toilet Facility for Men & Women/PA system/Pen with Writing Pads and other training tools	Yes

- Vendor (s) Trainers should be exclusively assigned to the IOCL training program.
- The trainers must be fluent in English, Hindi and the vernacular of the state.
- The vendor (s) will finalize the training calendar in consultation with IOCL.
- All the Games, PPT presentations, templates, videos, guide, and reference material etc. designed and developed during this program shall be handed over to IOCL.
- The vendor (s) must identify suitable key success factors for measuring the impact of the training in consultation with IOCL.
- The trainers should be in a position to handle classes even during extended working hours in exceptional cases, if required. But, preferably training should be completed between 0900 AM to 0600 PM.
- All the trainers deployed for the project shall be approved by IOCL before commencement of project. IOCL will also have the right to decline the services of any of the trainer in case they are not found suitable. In such a case, it will be the responsibility of the vendor (s) to provide alternate trainers and repeat the trainings conducted by such trainers at vendor's cost.
- Successful bidder (s) shall provide profile of the trainers. Certification of trainers shall be done by IOCL based on the profile submitted by the successful bidder (s) and personal interview by IOCL officials or any other



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third party appointed by IOCL. It will be the responsibility of the vendor to verify the authenticity of the qualifications of the trainers. Vendors will not engage any trainers who do not meet the minimum qualification mentioned above. In case any vendor is found deploying trainer/s found not meeting the said qualifications, the corporation will not make any payment for such sessions and IOC reserves the right to re-allocate the defaulting party's quantities to other parties who are found to be satisfactory.

- The IOCL certified trainers should not be changed/ shifted by the vendor (s) till completion of task/training assigned by IOCL except in cases of absence due to illness or not in service with the vendor (s). IOCL will need to be updated on the profile and experience of the trainers dedicated for the project before the start of the project.
- IOCL shall carry out random evaluation of the trainers during delivery of the project and will have right to decline the services of any of the trainer during the currency of the project, in case they are not found meeting minimum benchmark set by the corporation. In that event, vendor will ensure repeat training for all the trainings conducted by such trainers at their own cost and also replace the trainer with other IOCL certified trainer within 1 week. During interim period, vendor shall provide alternate trainer for delivery of training scheduled.
- The vendor (s) will share the venue and dates of the training well in advance as advised by IOC so that the same can be communicated to the participants in time.
- The vendor (s) will have a panel of Master Trainers for all modules that will be certified by IOCL. The minimum strength of the master trainers would be 8 or as decided mutually (as per quantum of job allocated).
- No. of Master trainer shall be based on quantum of job allocated to the successful bidder (s) i.e. if bidder gets 40% of work, he will provide 40% of the required Master Trainers (rounded off to the nearest number).
- IOCL will conduct a TTT for the Master trainers to assess their potential and skill sets. IOCL will also have the right to decline the services of any of the trainer in case they are not found suitable. In such a case, it will be the responsibility of the vendor (s) to provide alternate Master trainers.
- Master Trainer program shall be conducted for 2 full days. The date, time and venue of training shall be intimated to the successful bidder (s) in advance. The cost of travelling / lodging and boarding for above training will have to be borne by the successful bidder (s).
- The vendor (s) will provide, update and maintain following in consultation with IOCL:



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- Scheduling classroom sessions training session in IOCL's in house learning platform.
 - Providing Pre-Reads (SAMPARK Modules) to the participants 15 days from the scheduled training program.
 - Tracking the course completion by the nominated dealers.
 - Feedback of training session (within 24 hrs from each session). The feedback formats will be finalized in consultation with IOCL.
 - Clear and non-pixelated Photographs taken with digital camera or mobile phone of each & every sessions along with attendance.
 - Uploading and maintaining of the Training Calendar.
 - Vendor (s)'s Trainer Profiles (Resume/CV) with photographs.
 - MIS on training sessions for all modules. MIS formats to be finalized in consultation with IOCL.
- The entire logistics cost, stay arrangement and any other expenditure of all the trainers will be borne by the vendor (s). IOCL will not be responsible for any other payment to the vendor (s) other than the schedule of payment mentioned in the tender document.
 - The above is the minimum requirement and any additional requirement arising during the project for successful delivery of the training shall be binding on the vendor (s).

6.13 Tentative Training Curriculum

Classroom / Field Activity	Topics to be covered	
Classroom	INTRODUCTION	Brief on Indian Oil Corporation Limited
		Overview of RO infrastructure
		Petroleum Rules- PESO
		Product Knowledge
		Creating a brand for your RO
	RO OPERATION	Stock Handling- Tanks/ Tank Truck checks
		Dispensing Units – Operation / Sealing etc.
		Stock Accounting
		Order Management
		RO Automation- Salient features/ benefits/ Dos & Don'ts
		Pricing & Margins
		Payment Mgmt to IOCL
		MDG Guidelines & Q & Q adherence
		Targets
		Digital initiatives
	SERVICE DELIVERY	Service Level- Archetype wise
		Format & Facilities
		Branded Fuels



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		Loyalty programs
		Incentives
		Subsidies
		Maintenance & Engineering
		Recruitment & Training of Customer Attendants
		Remuneration and Incentives for Cas
		Swachch Bharat Abhiyan
		Complaints Management
	SAFETY AT ROS	PESO Rules & Statutory Norms
		Safe decantation, storage & handling of petroleum products
		Electrical Panel Room-Dos & Don'ts
		Electrical fittings
		Earthing
		Mandatory Fire fighting Equipment
		Disaster Management in case of fire
	DEVELOPMENTAL	Business Development
		Customer focused roleplays
		Financial Mgmt
		Team Building
		Personality development
		Problem Solving
		Consumer Trends & Buying Behavior
		Leadership skills
Field Activity	RO VISIT	1-day visit to RO
	SUPPLY POINT VISIT	1-Day visit to Terminal/Depot. Session on Lubricants

***Note: Above curriculum is tentative and is just for understanding purpose. However, the curriculum will be finalized with successful bidder.*

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7. GENERAL TERMS AND CONDITIONS

1. **Revision of Timelines**

Corporation reserves the right to revise/extend any Date/time from scheduled timelines of published tender.

2. **Confirmation of Order**

The successful bidder (s) shall acknowledge the receipt of the PO within 14 (fourteen) days from the date of PO and shall there by confirm their acceptance of the PO in its entirety without exceptions by returning duplicate copy of PO duly signed and stamped in token of their acceptance.

3. **Complete Agreement**

The terms and conditions of the tender, any pre-bid minutes published, and PO / WO placed shall constitute the entire agreement between the parties hereto. The zero date shall commence on the 14th (fourteenth) day of PO or the date of acceptance, whichever is earlier. Contract agreement as specified by IOC needs to be executed upon acceptance of PO / WO.

4. **Guarantees**

The Vendor (s) will indemnify, protect IndianOil against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from infringement of any patent, trademarks, copy rights etc. in respect of the items or services supplied by them. The Vendor (s) will be required to bear all the costs in such cases.

5. **Acceptance of invoices by IndianOil**

An authorized officer of IndianOil must certify & sign all the invoice(s) for the Bill of Material as token of acceptance of the invoices raised by the Vendor (s).

6. **Authorized signatory**


The selected bidder (s) shall indicate the authorized signatories who can discuss and correspond with IndianOil, with regard to the obligations under the Contract. The selected bidder (s) shall submit at the time of signing the contract, authorization from Proprietor/ Country Head / Board (certified copy of Board resolution, authenticated by Company Secretary), authorizing an official or officials of the company to discuss, sign agreements/contracts with IndianOil, raise invoice and accept payments and also to correspond. The bidder (s) shall furnish proof of signature identification for above purposes as required by IndianOil.

7. **Completion Time**

The completion time for various items mentioned in respective clauses shall be adhered to.

8. **Price**

- (i) The price shall be quoted by the bidder (s) in the specified place in the portal or in the specified Price-bid format in the e-Tender portal only. Failing to

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upload / submit the price in the format in the e-Tender site may lead to invalid bid.


- (ii) No suo moto discounts shall be offered by the bidder (s) separately. All prices must be quoted in the specified price schedule only.

9. Price Adjustment for Delay in Completion

- i. The contractual price payable shall be subject to adjustment by way of Discount or by way of Price Adjustment for the delay period beyond the due date and same has to be reflected in the invoice or passed on through a credit note.
- ii. The specified works must be completed within the stipulated time of completion. If the Vendor (s) fails on the Performance of the contract within the time fixed in the various stages of project & does not complete the entire work on or before the due date, IndianOil shall be entitled to recover, and the Vendor (s) agrees to pay to IndianOil as and by way of Compensation Price Adjustment, a sum of 0.5% of the amount against the item for every week of delay up to an amount not exceeding 10% of the order value against the item for the delay period beyond the due date. This will be in addition to and without prejudice to the other rights available to the Corporation under the said works contract and the general conditions of the works contract.

10. Force Majeure

- (i) If any time during the term of work order the Performance in whole or in part by either party of any obligation under the work order is prevented or delayed by reason of strike, lockout, war (whether declared or not), revolution, riot, act of public enemy, terrorism, explosions, sabotage, epidemics, quarantine restrictions, accident, fire, flood, tempest, earthquake, civil commotion, system failure, network disruption, government action, police action, action of municipalities, acts of god or other causes, which are entirely beyond the reasonably control of the party (referred to as Force Majeure events), provided notice of the happening of any such force majeure events is given by the affected party to the other within 14 days from the date of occurrence thereof at the specified addresses, the other party shall not be entitled to any claim for damages against the party giving such notice in respect of such non Performance or delay in Performance due to the force majeure events.
- (ii) Should one or both the parties be prevented from fulfilling the contractual obligations by a state of Force Majeure, lasting continuously for a period of six months, the parties shall consult each other regarding the future implementation of the contract.
- (iii) The mere shortage of labour, materials or utilities shall not constitute Force Majeure, unless caused by circumstances, which are themselves Force Majeure.


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- (iv) The party claiming the existence of Force Majeure will continue to perform its obligations under the contract as far as is reasonably practicable and shall seek all reasonable alternative means of Performance not prevented by the Force Majeure event.
- (v) No ground for exemption can be invoked, if the party claiming the existence of Force Majeure has failed to give timely notice and subsequently support it by documentary evidence.

11. Arbitration

If any dispute or difference of any kind whatsoever shall arise between the Parties in connection with or arising out of this Agreement, such dispute or difference shall be resolved through arbitration as per the procedure mentioned herein below:

- (i) The dispute or difference shall be referred to an Institutional Forum.
- (ii) The arbitration shall be through Indian Council of Arbitration.
- (iii) Rules of the above-mentioned Institutional Arbitration forum shall be applicable to the arbitral proceedings.
- (iv) The Indian Arbitration and Conciliation Act 1996 and Arbitration and Conciliation (Amendment) Act 2015 or any statutory modification or re-enactment thereof and the rules made there under for the time being in force shall apply to the arbitration proceedings under this clause.
- (v) The seat of the arbitration shall be at Mumbai.
- (vi) The proceedings shall be conducted in English language.
- (vii) The cost of the proceedings shall be equally borne by the parties, unless otherwise directed by the sole arbitrator.
- (viii) The following shall not be referred to arbitration:
 - (a) Disputes having financial claims less than Rs. 5.0 lakhs.
 - (b) Disputes which can be referred to Appellate Authority under MDG or any other similar forum.
- (ix) Notwithstanding anything contained herein above (except 'viii'), upon arising of dispute the parties may agree to refer the same to arbitration of

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mutually acceptable sole arbitrator including employees of Indian Oil Corporation Ltd. The same shall be agreed upon in writing by way of exchange of letters


12. Applicable Law & Jurisdiction of Court

- (i) The parties hereby agree that the court in the city of Mumbai alone shall have the jurisdiction to entertain any application or other proceedings in respect of anything arising under this agreement or any award made by the arbitrator hereunder shall be filed in the concerned court in the aforesaid city only.
- (ii) The parties hereto agree that their respective rights, privileges, duties and obligations under this contract to be executed shall be determined and be governed by the Laws of India.

13. Cancellation of the Contract & Compensation

- (i) IndianOil reserves the right to terminate this contract without giving any reasons whatsoever with a minimum of 30 days' notice period.
- (ii) IndianOil reserves the right to cancel the contract placed on the selected bidder (s) and recover expenditure incurred by IndianOil on the following circumstances:
 - The selected bidder (s) commits a breach of any of the terms and conditions of the bid.
 - The bidder (s) goes into liquidation voluntarily or otherwise.
 - An attachment is levied or continues to be levied for a period of 7 (seven) days upon the effects of the bid.
 - The progress made by the selected bidder (s) is found to be unsatisfactory.
 - After the award of the contract, if the selected bidder (s) does not perform satisfactorily or delays execution of the contract, IndianOil reserves the right to get the balance contract executed by another party of its choice by giving 15 days' notice for the same. In this event, the selected bidder (s) is bound to make good the additional expenditure, which Indian Oil may have to incur in executing the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
 - Upon receipt of the said cancellation notice, the Vendor (s) shall immediately discontinue all work on the work order and matters connected with it.

IndianOil reserves the right to recover and adjust any dues payable by the selected bidder (s) from any amount outstanding to the credit of the selected bidder (s), including the pending bills and security deposit, if any, under this contract or any other contract or order, against the cancellation, if any of the Purchase / Work Order for any of the above mentioned reasons.

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14. Statutory Rules & Regulations

The Bidder (s) will abide by the Rules, Regulations, by-laws and Statutes, etc. imposed by the Government / Semi Government and other local governing bodies for execution of this job, including obtaining of licenses, permits etc., if any and the expenses incurred towards this has to be borne by the Bidder (s).

15. Use of Contract Documents, Specifications, Design

The Bidder (s) shall not, without IOCL's prior written consent, disclose the contract or any provision thereof or any data, findings etc. or information furnished by or on behalf of IOCL in connection or to any person other than a person employed by the Bidder (s) in the Performance of the purchase order. Disclosure to any such employed person shall be made in confidence and shall extend only so as may be necessary for the purpose of such Performance. The Bidder (s) will bind such employee to secrecy of information. The Bidder (s) shall not without IOCL's prior written consent make use of any document or information set out above or in this purchase order except for the purpose of performing the purchase order.

16. Labour Laws


The Bidder (s) shall ensure compliance of all labour laws which are applicable to their workmen and to those engaged by them (in particular the various provisions of contract labour (Regulation and Abolition) Act 1970 and Minimum wages Act 1948) to whom any part of the contract envisaged under this agreement is entrusted.

The Bidder (s) shall be responsible for all statutory obligations and any other laws in above regard in force from time to time regarding employment or condition of service of Bidder (s)' workmen or employees.

The Bidder (s) shall ensure compliance of all safety rules as required under various statutes in India and shall strictly adhere to safety regulations of the IOCL.

17. Patents

The Bidder (s) shall, subject to the limitations contained in this article, at all times indemnify and hold IOCL harmless from all costs, damages and expenses arising out of any claim, action or suit brought against IOCL in respect of any infringement of any patent or registered design or any similar rights resulting from the use of any technical information, data or process or design belonging to Bidder (s) and / or furnished to IOCL and utilized by the Bidder (s) in the Project. IOCL shall promptly notify Bidder (s) in writing of any such claim preferred or any suit or action filed or brought against IOCL by any person for such infringement of any patent or registered design or any such similar right held by third parties. Bidder (s) shall take such legal action as may be necessary for defending the same and legal expenses that may be incurred including Professional charges shall be paid and fully borne by the Bidder (s) only.

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18. Waiver

Any acquiescence or waiver by IOCL of any delay, breach or default committed by the vendor (s) shall not be deemed to be or considered as to appeal against IOCL or prevent IOCL from exercising any of its rights under any of the provisions under this contract

19. Assignments

This contract shall not be assigned by the vendor (s) to any third party without written consent of the IOCL.

20. Design, Specifications and Patterns

When this tender is called for in accordance with design, specification or pattern as specified, the vendor (s) must supply the services in accordance with such scope, design, specification or pattern as specified shall be deemed to be an admission on his part that he has fully acquainted himself with the details thereof and in no circumstances will any claim on his part which may arise on account of his insufficient examination of the said scope, design, specification or pattern, be considered.

21. Vendor (s)'s Responsibility


The Vendor (s) is to be entirely responsible for the execution of the contract in all respects in accordance with the terms and conditions as specified in the acceptance of Tender and the Schedule annexed thereto. Any approval which the Purchaser or his authorized representative may have given in respect of the supply of items / services or other particulars and the work or the workmanship involved in the contract (whether with or without test carried out by the Seller/Vendor (s) or the Purchaser's representative) or acceptance by the Purchaser's representative it shall be lawful for the Consignee on behalf of the Purchaser to reject the services or material on arrival at destination if it is found that the material or services supplied by the Seller/Vendor (s) are not in conformity with the terms and conditions of the Contract in all respect.

22. Claims

The Purchaser shall be entitled to retain the amount of any claim of the Purchaser against the Seller/Vendor (s) whether liquidated or un-liquidated arising out of the Contract under reference, or otherwise however, and set off the same against amount payable to the Seller/Vendor (s) under reference or otherwise however without prejudice and in addition to the other rights of the Purchaser to recover the amount of any claim as aforesaid.

23. Illegal Gratification

Any bribe, commission, gift or advantage given, promised or offered by the Seller/Vendor (s) or by anybody on his behalf, to the Purchaser or any person on his behalf either friend or relative, in relation to obtaining or execution of this particular or any other contract/s with Purchaser for showing favor or disfavor to any person in relation to this particular or any other contract/s as aforesaid shall subject the Seller/Vendor (s) to the cancellation of the particular and/or any other or all contracts entered into with them by the

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Purchaser and also to payment of any loss or damage resulting from any such cancellation to the like extent provided in the Agreement.

Any dispute or difference of opinion arising in respect of either the interpretation effect or application of this particular condition of the contract or of the amount recoverable hereunder from the Seller/Vendor (s) shall be decided by the Director (Marketing) of INDIAN OIL CORPORATION LIMITED and his decision shall be final and conclusive.

24. Non-Disclosure Agreement

The Vendor (s) after placement of work order and prior to commencement of work must sign Non-Disclosure Agreement (NDA) as per the format specified by IOCL.

25. Powers


All powers reserved under the above condition shall be exercised by the Director (Marketing), INDIAN OIL CORPORATION LIMITED.

26. Integrity Pact Agreement

- a) Bidder will sign and submit the Integrity Pact Agreement (IPA) as per **Proforma-F**. This is in context with the adoption of Integrity Pact Programme by IOCL for commitment to follow the principles of transparency, equity and competitiveness in public procurement.
- b) All the bidders willing to participate in this tender shall have to necessarily sign the Integrity Pact Agreement in order to be eligible to participate in this tender. Non-submission of Integrity Pact will lead to disqualification of the Bidder in the technical bid.
- c) In case there is violation of the IPA after submission of this tender, the Tender Inviting Authority shall suitably consider the case and may lead to forfeiture of EMD amount.

27. Notices

- (i) Notice or other communications given or required to be given under the Contract shall be in writing and shall be hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or by recognised courier, or by mail, provided that where such notice is sent by mail, a confirmation copy shall be sent by pre-paid registered post or by recognised courier within five days of the transmission by mail, to the address of the receiving party by the other in writing, provided any change of address has been notified at least ten days prior to the date on which such notice has been given under the terms of the contract.
- (ii) Any notice or other communications shall be deemed to have validly given on date of delivery if hand-delivered; if sent by registered post or by recognized courier, then on the expiration of seven days from the date of posting; and if transmitted by facsimile, then on the next business date after the date of transmission.

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27. Correspondence Address

All correspondence in the execution of orders placed by IndianOil against this tender shall be addressed to:

Chief General Manager (Retail Academy),
3rd Floor, IndianOil Bhawan,
Indian Oil Corporation Limited,
Marketing Division Head Office,
G-9, Ali Yavar Jung Marg,
Bandra (E), Mumbai – 400051.

28. Stationing of Program Coordinator /Manager

The Vendor (s) will have to provide one dedicated Project Coordinator/Manager who shall be managing and monitoring the entire project in consultation with IOCL. Project Coordinator / Project Manager will be reporting to IndianOil Marketing Head Office.

29. Language of bids

The bid as well as all correspondence and documents relating to the bid exchanged between the Bidder (s) and the Company shall be in English language, except that any printed literature may be in another language provided it is accompanied by an English version which shall govern for the purpose of bid interpretation.

30. Foreign currency conversion rates

- (i) In case of turnover/credentials in foreign currencies, the bidder shall convert the same to INR based on SBI TT Selling rate.
- (ii) Consultants or their subsidiary company or companies under the management of consultant are not eligible to quote for the execution of the same job for which they are working as consultant.

31. Reasons for Putting Party on Holiday List:

Reason for putting Party on holiday list may include any one or more of the following:

If a Party

- a) Has indulged in malpractices such as bribery, corruption, fraud and pilferage, bid rigging/ price rigging.
- b) Is bankrupt or is being dissolved or has resolved to be wound up or proceedings for winding up or dissolution have been instituted.
- c) Has submitted fake, false or forged documents/ certificates




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

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8. SPECIAL TERMS AND CONDITIONS

1. Earnest Money Deposit (EMD)

Earnest Money Deposit for this tender shall be as defined in NIT of the tender. However, bidders are requested to submit Bid security Declaration as per **Annexure-9**.

2. Security Deposit

2.1 The successful Bidder (s) shall within 30 (Thirty) days from the date of acceptance of Purchase / Work Order / LOA have to make payment towards Security Deposit as per details given in below clauses.

2.2 Security Deposit amount shall be equivalent to **3% of the contract value** (excluding taxes) of the PO/ Work order.

2.3 No claim shall be made to IndianOil in respect of interest on security deposit. IndianOil shall be entitled to deduct from the deposit any loss or damage which IndianOil may be put to, by reason of any act or default recoverable by IndianOil from the Vendor (s) and to call upon the Vendor (s) to maintain the deposit at the original limit by making further deposits.

2.4 In the event of the Vendor (s) failing to make and maintain a security deposit in the manner aforesaid, the vendor (s) shall be liable to forfeit any money lodged with IndianOil on behalf of the tender submitted by them and IndianOil shall be entitled to cancel the acceptance of the tender.

2.5 Method of payment of the Security Deposit of the Vendor (s) shall be as under:

- Bank guarantee for entire amount of security deposit (worked out based on work order value) shall be submitted by the vendor (s) before commencement of the work. The BG shall be valid for a period of 6 months from the date of completion of work.
- Bank Guarantee is to be executed by Nationalized / Scheduled Bank towards SD and should be valid for a period of 6 months after completion date of the order. For delayed works, validity of BG should be extended by the Bank in favor of Vendor (s). Bankers should issue such BG with a covering letter addressed to IOCL directly in a sealed cover. The Proforma of BG for Security Deposit is enclosed as **Proforma A**.

2.6 No interest will be paid on Security Deposit.



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2.7 Refund of security deposit - The security deposit will be released after 6 months of successful completion of contract period after producing original receipt.

2.8 Forfeiture of Security Deposit - All sums of compensation or other sums of money payable by the vendor (s) may be deducted from Security Deposit. In the event of Security Deposit being reduced from the original quantum due to recoveries, the supplier shall within 15 days of recovery, make good the deficiency in Security Deposit by DD.

2.9 IndianOil reserves the right to deduct from the SD, all sums of compensation or other sums of money payable by the vendor (s) to IndianOil.

2.10 IOCL shall be free to check for adherence of quality of service for the scope of work mentioned in the Tender Document at any point in time. For this IOCL shall be free to appoint any internal committee or external agency as deemed fit.

3. Business Transaction status of Bidders

3.1 Tenderers who have transferred their ownership rights either in whole or in part to another entity or under process of transfer shall intimate the same to IOCL in their letter head while submitting the bid. IOCL reserves its right to reject the tender of any entity, which has transferred its ownership rights in whole or in part or which is in process of transfer without assigning any reason for such rejection.

3.2 If the tenderer refuses or fails to share the information regarding their status of any kind of business transfer process/restructuring etc, in their tender or at any later stage, as applicable, their tender is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the tenderer, in any form whatsoever.


4. Validity of Rates

The quoted rates shall be valid for a period of 180 days from the date of opening of Technical Bid till completion of contract in all respects. IOCL shall not provide any escalation, whatsoever, apart from what is quoted in price schedule.

5. Foreclosure

IOCL reserves the right to foreclose the contract at any point of time without being liable for any compensation from the Vendor. IOCL shall always be liable for making payment to the Vendor for the actual services received.

6. Purchase Preference

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Purchase preference is not applicable in this Tender.

7. Contract Period

The contract shall be in line with scope of work defined in the bid from the date of acceptance of PO / WO.

8. Extension of Contract

IndianOil may extend this contract to the selected bidder for further period beyond the expiry of this contract. However, for any such extensions, the period, rates, terms and conditions may be finalized separately at that point of time through mutual discussion. Decision to extend the contract shall be at sole discretion of IndianOil and Vendor shall not claim any rights for extension of contract.

Once the purchase order is placed and the same is accepted, the rates will be valid till the entire quantity of the tender is executed in all respects. No escalation in the rates shall be provided during the currency of the contract.

9. Delivery Period


Supply of items / services mentioned in the Schedule of Rates of the PO should be completed as per the timelines specified.

IOCL reserves the right to cancel the Purchase Order for any delay exceeding the period of maximum compensation and the Consultant shall be liable to all consequences thereof. If the delay in delivery is due to Force Majeure the owner shall be free to act in terms under Force Majeure as specified in this tender. Acceptance of services beyond the scheduled delivery period will not be construed as condonation of delay.

The selected bidder shall submit original invoice to below mentioned address with other necessary documents as per the terms duly authenticated by IndianOil official on each document to IndianOil's Head Office at Mumbai.

IOCL Maharashtra GSTIN No. is 27AAACI1681G2ZO.

Address for Sending invoice along with documentary proof
3rd Floor, IndianOil Bhawan, Indian Oil Corporation Limited, Marketing Division Head Office, G-9, Ali Yavar Jung Marg, Bandra (E), Mumbai – 400051

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The Payment after deducting applicable TDS will be released by IndianOil's Head Office Mumbai.

The bidder shall be responsible for extending the validity date and claim period of all IndianOil guarantees on account of any delay on the part of the bidder. IndianOil shall invoke the bank guarantee before expiry of validity if work is not completed and the guarantee is not extended, accordingly.

Delay caused by factors attributable to IOCL or other factors not attributable to vendor, will not be accounted for price adjustment

10. Price Schedule

The bidder shall quote all prices in the Price Schedule only. Quoting of price in any document other than price schedule will lead to disqualification of bid submitted.

The rate thus quoted by the bidder shall remain firm till all the works related to the project is completed by the Bidder and there shall not be any escalation of rates for whatsoever reasons.

Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST / SGST / UTGST/IGST Act, 2017 on supplies of goods or services or both to IOCL, tax will be deducted from the invoice raised and deposited with the authorities by IOCL. TDS certificate as per provisions of CGST / SGST / UTGST/IGST Act, 2017 shall be issued by IOCL.

11. Terms of Payment

- (i) IOCL shall not make any advance payment.
- (ii) Payment will be made as per the broad guidelines below:
 - a) Payment will be made only against receipt of the invoices(s) and as per the schedule prescribed for each activity.
 - b) IOCL's authorized officer will duly authenticate & certify each document before processing the claim. IOCL shall make payment within 30 days after submission of certified bills.
 - c) No payment other than the rate / amount in the tender would be paid by IOCL.
 - d) Bidders should also provide their consent for receiving payments through electronic fund transfers from IOCL as per **Proforma B**.
 - e) IOCL shall make payment after deducting applicable TDS.

12. Escalations

The agency shall include cost escalations while quoting prices as per the price schedule. No separate escalations shall be paid to the Consultant beyond the rates quoted during the currency of the contract.

13. Liabilities



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The agency shall be responsible for all financial losses, damages, liabilities arising out of any breach of contract or any other event attributable to the consultant's management of the project.

IOCL shall recover all such losses along with GST from the running bills of the Consultant or by invoking the security deposit / performance guarantee.

Contractor's total aggregate liability for all claims, damages, obligations, penalties and other liabilities in connection with this agreement will not exceed the total amount of fees paid to Contractor for Services pursuant to this Agreement.

If at any time there is evidence of any lien or claim for which the OWNER might be or become liable and which in terms of the Contract or otherwise is chargeable to or payable by the BIDDER, the OWNER shall have the right to retain out of any payment then due or thereafter becoming due to the bidder."


14. Right to Implementation

IOCL shall be at its liberty to modify / implement the suggestions / strategies arose out of the engagement of the agency at any of its subsidiaries / group companies / program either directly or through any other party.

15. Price Schedule

Sr. No.	Description	No Of RO Dealers	No of Batches	Payment Schedule
1	Fee/Remuneration including all expenses (hotel accommodation/ Breakfast / Lunch / Dinner/ Tea) for a 5-day residential New Dealer Induction Training in 3 Star hotel as per scope & deliverables.	5000	200	Every Month for the number of sessions completed

In case of foreclosure of contract due to any reason during the project duration, proportionate payment for the number of training sessions conducted under each module shall be made as full and final settlement of dues payable by IOCL.

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16. Turn Around Time (TAT)

Description	Completion Period from placement of Work Order	Price Adjustment
Fee/Remuneration including all expenses (hotel accommodation/ Breakfast / Lunch / Dinner/ Tea) for a 5 day residential New Dealer Induction Training in 3 Star hotels as per scope & deliverables.	within 24 Months	0.5% per week of delay subject to maximum 10% of the work order value against this item


17. Special Condition on Taxation (STC)

GST/ INCOME TAX:


Claus e No.	Description
	DEFINITIONS
1	Contractual period / Work Completion Period /Contractual Delivery Date / Contractual Completion Period shall mean the Scheduled Delivery / Completion Period as mentioned in the LOA (Letter of Acceptance) or Purchase Order or Work Order and shall also include approved extensions, if any.
	GENERAL
1	Where any portion of the GCC/any other section of tender, is repugnant to or at variance with any provision of the Standard Taxation Condition (STC), then the provision of the STC shall be deemed to override the provisions of the GCC and shall, to the extent of such repugnance or variations, prevail.
2	For the purpose of this STC, the term “tax” in addition to tax imposed under CGST (Central Tax)/SGST (State Tax)/IGST (Integrated Tax)/UTGST (Union Territory Tax)/ GST Compensation Cess Acts, also includes any duties, cess or statutory levies levied by central or state authorities.
3	Rate variation in Taxes and any new promulgated taxes after last date of the submission of price bid only on the final product and/or services (applicable to invoices raised on IOCL) within the contractual delivery date /period (including extension approved if any) shall be on IOCL’s Account against submission of documentary evidence. Further, in case of delay in delivery of goods and/or services, any upward rate variation in Taxes and any new promulgated taxes imposed after the contractual delivery date shall be to the Seller’s / Contractor’s Account.

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	Similarly in case of any reduction in the rate(s) of the Taxes between last date of submission of price bid relevant to the Contract and the date of execution of activities under the contract, the Contractor shall pass on the benefit of such reduction to IOCL with the view that IOCL shall pay reduced duty/Tax to Govt.
4	<p>It would be the responsibility of the contractor/Consultant to get the registration with the respective Tax authorities. Any taxes being charged by the Contractors would be claimed by issuing proper TAX Invoice indicating details /elements of all taxes charged and necessary requirements as prescribed under the respective tax laws and also to mention his correct and valid registration number(s) along with IOCL's registration number as applicable for particular supply on all invoices raised on IOCL.</p> <p>Contractor/Consultant to provide the GSTIN number from where the supply is proposed to be undertaken. Further the HSN Code / Service Accounting Code (SAC) as applicable for the subject tender needs to be provided in the columns provided in the technical bid.</p> <p>In case the contractor/Consultant is opting for Composition scheme under the GST laws (i.e Section 10 of the CGST Act, 2017 and similar provisions under the respective State / UT law), the contractor should confirm the same. Further the contractor to confirm the issuance of Bill of Supply while submission of tender documents and no GST will be charged on IOCL.</p> <p>In case the contractor is falling under Unregistered category, the contractor should confirm the same.</p>
5	The contractor/Consultant would be liable to reimburse or make good of any loss/claim by IOCL towards tax credit rejected /disallowed by any tax authorities due to non-deposit of taxes or non updation of the data in GSTIN network or non-filing of returns or noncompliance of tax laws by the Contractor by issuance of suitable credit note to IOCL. In case, contractor does not issue credit note to IOCL, IOCL would be constrained to recover the amount including interest payable along with Statutory levy/Tax, if any, payable on such recovery.
6	Tax element on any Debit Note / Supplementary invoice, raised by the contractor will be reimbursed by IOCL as long as the same is within the permissible time limit as per the respective taxation laws and also permissible under the Contract terms and conditions. Contractors to ensure that such debit Notes are uploaded while filing the Statutory returns as may be prescribed from time to time.
7	The contractor/Consultant will be under obligation for quoting/charging correct rate of tax as prescribed under the respective Tax Laws. Further the Contractor shall avail and pass on benefits of all exemptions/concessions/benefits/waiver or any other benefits of similar nature or kind available under the Tax Laws. In no case, differential Tax Claims due to wrong classification of goods and/or services or understanding of law or rules or regulations or any other reasons of similar nature shall be entertained by IOCL.

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8	In case, IOCL's Input Tax Credit (ITC) is rejected on account of wrong levy of tax i.e. payment of Integrated Tax in place of Central Tax+ State/Union Territory Tax or vice versa, the contractor is liable to make good the loss suffered by IOCL by issuance of suitable credit note to IOCL. In case, contractor does not issue credit note to IOCL, IOCL would be constrained to recover the amount including interest payable along with Statutory levy, if any, payable on such recovery.
9	In case, IOCL is eligible to avail Input TAX Credit (ITC), the same shall be reduced from the delivered price to arrive at the net landed cost.
10	IOCL shall reimburse GST levied as per invoice issued by the Contractor as prescribed under section 31 of the CGST Act and respective states and Rules.
11	To enable IOCL to avail ITC, the contractor/supplier shall furnish/submit any and all certificates, documents and declarations as are required by IOCL to avail of the ITC with respect to GST reimbursed by IOCL on materials sold to IOCL.
12	Invoice should be raised as per Tax Rates mentioned in the BIDs and in case at the time of raising Invoice if the invoices raised are not as per Tax rates mentioned in the bid, payment will be limited to the rate quoted as per BID subject to increase /decrease in Rates after last date of submission of Price Bid provided delivery is within the Contractual period.
13	Wherever any escalation / de-escalation linked to raw material price (Basic price excluding taxes) is allowed as per terms of the contract, Variation to the extent related to escalation / de-escalation of value of material shall be allowed without Tax unless specified otherwise.
14	In case the contractor is opting for Composition scheme under the GST laws, in such event the evaluation of his bid will be based on the Quoted Price.
15	In case the contractor is falling under Unregistered category, then GST liability, if any, on IOCL will be included for the purpose of evaluation.
16	Wherever provisions of Tax deduction at Source (TDS) are applicable under the CGST / SGST / UTGST/IGST Act ,2017 on supplies of goods or services or both to IOCL , tax will be deducted from the invoice raised and deposited with the authorities by IOCL. TDS certificate as per provisions of CGST / SGST / UTGST/IGST Act, 2017 shall be issued by IOCL.
17	<p>Income Tax:</p> <p><u>Resident Bidders:</u></p> <p>The contractor shall be exclusively responsible and liable to pay Taxes on Income arising out of payment made out of the contract.</p> <p>Wherever withholding tax i.e. Tax deduction at source (TDS) is applicable under the Income tax Act, 1961 the same will be deducted from the Invoices raised and TDS Certificate as per provision of the Income tax Act and Rules shall be issued to the contractor.</p> <p>PAN is mandatory. If PAN is not provided TDS would be deducted at higher rate as per the provisions of Income Tax Act.</p>

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	<p><u>Non-Resident Bidder:</u></p> <p>Notwithstanding anything mentioned in the contract, Letter of Acceptance, BID Documents or any correspondences, following clauses shall be applicable with respect to Indian Income Tax including withholding tax.</p> <p>The CONTRACTOR shall be exclusively responsible and liable to pay all income taxes on any payments arising out of the Contract, whether payable in India or outside India.</p> <p>Any payment to non-resident or its permanent establishment (PE) in India which is chargeable to tax in India attracts withholding tax in India under Income Tax Act, 1961 shall be subject to provisions of Double Taxation Avoidance Agreement (DTAA) wherever applicable, for withholding tax purposes only.</p> <p>Contractor shall not include withholding tax / tax deductible at source in its quoted price. Withholding tax as applicable as per Indian Income Tax Act read with respective Double Taxation Avoidance Agreements (DTAA) will be borne by IOCL.</p> <p>Notwithstanding Clause “3” above, where Contractor intends to obtain a Certificate of Lower or NIL Withholding Tax/Tax deductible at source in terms of provisions of Indian Income Tax Act, 1961 and rules made thereunder, Withholding tax/Tax deductible at source will be deducted from amount payable under the contract as per Certificate issued by tax authorities under Income Tax Act, 1961 and rules made thereunder.</p> <p>In all cases whether Withholding tax/Tax deductible at source is borne by IOCL as described in Clause “4” above or deducted from amount payable as per contract as described in Clause “5” above, Certificate of Withholding tax/Tax deducted at source will be provided by IOCL enabling contractor to claim credit of the same in their country of residence.</p> <p>To facilitate benefits of DTAA, Contractor shall provide copy of: Tax Residence Certificate (TRC), Form 10F as described in Rule 21AB of Income Tax Rules, 1962, NO PERMANENT ESTABLISHMENT CERTIFICATE (NO PE) as may be required, Permanent Account Number (PAN), if available or Declaration in lieu of PAN as per Rule 37BC of Income Tax Rules, 1962. Any other document(s) which might be required to enable IOCL to apply Lower OR NIL rate of withholding tax.</p>
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18. Order of Precedence: In case of contradiction in conditions of Contract, Schedule of Rates, the following shall prevail in order of precedence.

- Formal contract




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- Acceptance of tender document & its conditions
- Price schedule annexed to the letter of acceptance.
- Agreed variations annexed to the letter of acceptance.
- Addenda to tender documents.
- Terms and conditions of contract
- Special Instructions to bidders
- Instructions to bidders

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9. TENDER EVALUATION CRITERIA


- 9.1 The Tender with the bids should be submitted electronically only in the e-tender portal of IndianOil on or before the due date and time as specified in the Notice Inviting Tender. The tender portal will not allow a bidder to submit their bid after the deadline and such bids are rejected.
- 9.2 The bids submitted shall be opened as per the date and time specified in the Notice Inviting Tender and scrutinized for pre-qualifying criteria specified. The evaluation of bids would be done by a committee of IndianOil officials and their decision for qualification shall be binding and final to both parties of the tender / contract. Any clarification required by the evaluation committee will be uploaded in the e-tender portal and bidders have to upload signed copy of their replies in the portal itself within the specified time.
- 9.3 Bidders are requested to submit their queries related to the tender, if any, in a statement with the reasons thereof only upto the scheduled date and time of the Pre-Bid meeting. During Pre-Bid meeting, if any, the same shall be discussed and finalized, and accordingly Pre-Bid Minutes of Meeting (MoM) will be uploaded in the tender portal. Such Pre-Bid MoM shall also form part of this tender document. Bidder to note that after the clarifications given in the Pre-Bid meeting, no further deviations shall be permitted and all decisions taken by IOCL in the Pre-Bid meeting, if any, shall be binding on all the bidders uploading the bid. No deviations after publishing of Pre-Bid MoM are accepted and bids containing any deviations shall be summarily rejected.
- 9.4 IOCL reserves its rights to verify / cross check the documents submitted by the bidder either directly with the concerned or through any third-party agency to ascertain the veracity of the claims. However, exercising this right or not is solely as per the discretion of IOCL depending on requirements.
- 9.5 Bidder to note that the Corporation reserves the right to revise/ extend any date/ time from the scheduled timelines of the tender.
- 9.6 Generally, negotiations are not conducted with the Tenderers as a matter of routine. However, IndianOil reserves the right to negotiate with the Tenderer. The Tenderer shall confirm the negotiations within the stipulated time.
- 9.7 IndianOil reserves right to accept or not any tender without assigning any reasons.
- 9.8 IndianOil reserves the right to modify any terms, conditions and specifications of the tender prior to opening of price bid.
- 9.9 IndianOil reserves the right to evaluate the bids based on reasonability and workability of the offer.

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9.10 Summarily Rejection:

- a. The tenders of the vendors falling in any one of the below will be summarily rejected.
 - i. Late submission of the tender.
 - ii. Non-submission of Bid security Declaration as per **Annexure-9** in leu of EMD.
 - iii. Not meeting the required PQ Criteria as prescribed in the tender
 - iv. Submission of forged or false documents / information by any Tenderer shall make their offer invalid. In addition, action shall also be taken by IOCL for forfeiture of EMD / invoking applicable clause of bid security declaration as well as putting the Tenderer on Holiday list.
 - v. The bidder has to give declaration in a prescribed format that he / it / they is / are not under any Holiday List / BlackList declared by the OWNER or by any Department of the State or Central Government or by any other Public Sector Organization and that there is no inquiry in respect of any corrupt or fraudulent practice pending against him / it / them. In case he/ it / they are under any such list, or any inquiry is pending he/ it / they shall in the declaration give full details thereof.
 - vi. The tenders of such vendors who are under the holiday / blacklist of Indian Oil will be summarily rejected.
 - vii. For vendors who are under the holiday list of any Department of the State or Central Government or by any other Public Sector Organization, if a communication is received from the Administrative Ministry of IOCL to ban a party from dealing with IOCL, the party shall be automatically put on Holiday list and their tender will be summarily rejected.
 - viii. Holiday listing by other PSUs / Government Departments shall not automatically extend to IOCL unless the Administrative Ministry of IOCL advised for the same after undertaking due diligence and process.
 - ix. Bidder who are under liquidation, court receivership or similar proceedings.
 - x. Bidder who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016.
 - xi. Bidder, whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the code at any stage of evaluation of the bid.

9.11 Evaluation of Techno Commercial Bid:

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Evaluation of the bidders shall be done in the following two stages:

Stage 1:

- i. Upon receipt of the bids, the documents submitted by all the parties shall be scrutinized with respect to submission of Bid security Declaration in leu of EMD, PQC, other necessary documents, acceptance to all terms & conditions as per the tender. The offers shall be scrutinized only on the basis of the uploaded documents in tender portal.
- ii. Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to PQC along with their offer. Failure to meet the PQC will render the bid to be summarily rejected. IOC reserves the right to complete the evaluation based on the details furnished by the bidder, with or without seeking any additional supporting documents/clarifications.
- iii. Only Bidders shortlisted as per the defined pre-qualifying criteria shall be evaluated for detailed Techno-Commercial parameters in stage 2.

Stage 2:


- i. Based on the documents submitted as part of PQC and additional documents as required for techno commercial evaluation, marking will be done for bidders who have met the pre-qualifying criteria.
- ii. As part of techno commercial evaluation, Business Presentation is to be made by bidder to the Senior Committee of IOCL Officers.
- iii. Bidder(s) would be called for a technical presentation at a notice of minimum 7 days. The technical presentation should be made by proposed team who shall be working on this assignment with INDIANOIL. A signed copy of the presentation needs to be submitted on this day for evaluation purpose.
- iv. Presentation of the bidders would be evaluated by a committee of IndianOil senior Officials. The marks awarded by the committee shall be final and no representation shall be made by any bidder at any point of time.

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- v. Overall marking for techno commercial evaluation will be done on as per the table below:

Marking Criteria

Sr. No	Criteria	Max Marks	Scale of Maring
(A)	Past Experience of the firm	30	
(i)	Cumulative value of Similar work as per PQC, completed during last 5 years ending last day of the month previous to the one in which bidders are being invited with each work costing not less than Rs 95 Lakhs (Value in INR).	15	<ul style="list-style-type: none"> • 5.70 Crores and more– 15 Marks • 3.80 Crores – 10 Marks • 1.90 Crores – 5 Marks • 95 Lakhs – 1 Marks • Below 95 Lakhs– Nil Marks
(ii)	Number of similar works completed during last 5 years ending last day of the month previous to the one in which tenders are being invited with each work costing Rs 95 Lakh (Value in INR). & above	15	<ul style="list-style-type: none"> • 5 Projects & More – 15 Marks • 4 projects – 12.5 Marks • 3 Projects – 10 Marks • 2 Projects – 7.5 Marks • 1 Project – 5 marks • < 1 Project – NIL Marks
Documents Required: In case of Work Order from Government Bodies / PSUs: <ul style="list-style-type: none"> • Copy of work order (s) / Contract document (s) and • Completion Certificate (s) OR copy of bill (s) / Invoice duly certified from practicing chartered accountant. In case of Work Orders from Private Parties: <ul style="list-style-type: none"> • Copy of work order (s) / Contract document (s) and • Completion Certificate (s) OR copy of bill (s) / Invoice duly certified from practicing chartered accountant. • Relevant TDS Certificates (where applicable) OR Bank Statement duly certified from practicing chartered accountant along with certificate from practicing chartered accountant as per Annexure-1 <p>The Completion Certificate (s), submitted by the bidder should be on Client's letter head indicating: (a) Work Order reference (b) Brief of work (c) Contract period (d) Date of completion (e) completed Value of work, for each work order being claimed.</p> <p>IOCL reserves the right to confirm the details submitted by the bidder directly from the client.</p>			
B	Financial Credibility	20	
(i)	Financial Turnover in any of the three financial years ending March/December (Highest turnover of any of the three last years as submitted shall be considered with)	20	<ul style="list-style-type: none"> • Rs. 11.4 Cr or More – 20 Marks • Rs. 7.60 Cr – 15 Marks • Rs. 3.80 Cr – 10 Marks • Rs. 1.90 Cr – 5 marks • Rs. 1.14 Cr – 1 Marks

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Documents Required:

Annual turnover as submitted as part of PQC.

C	Home Office / Local Office in India	10	
(i)	Established local office in India, Operational and having Service Tax/ GST registration	5	<ul style="list-style-type: none"> • Less than 1 year - Nil Mark • 1 =< Years < 2 - 2 marks • 2 =< years < 3 - 3 marks • 3 =< years < 5 - 4 marks • 5 years and above - 5 marks
(ii)	Human resources strength of personnel on rolls of the Company in Local / Home office in India.	5	<ul style="list-style-type: none"> • Up to 50 = 1 marks • 51 to =<100 = 2 marks • 101 to =< 150 = 3 marks • 151 to =< 200 = 4 marks • > 200 = 5 marks

Documents Required:

For Sr. C (i),
Copy of Registration certificate of firm/Certificate of incorporation as part of PQC

For Sr. C (ii),
Certification from HR head / CEO/ country Head/ Director on strength of personnel as on 31st March of previous financial year duly vetted by an external auditor shall be submitted.


In case of PSUs (Central & State), a certificate from an officer in rank of GM or above shall suffice requirement of Certification.

Manpower on the rolls of the bidder's Organization alone shall be considered for this purpose.

D	Staffing for the Contract: Confirmation to Post the Following Key Personnel during project duration	10	
(i)	Experience in years of Project Manager to be deployed for the entire duration of project.	10	<ul style="list-style-type: none"> • 06 years or more – 5 Marks • 05=< years < 06 Years – 4 Marks • 04=< years < 05 Years – 3 Marks • 02 =< years < 04 Years – 1 Marks • Less than 02 years– No Marks

Documents Required:


CV certified by the CEO/ Country Head/ Authorized Signatory as on 31st March of previous financial year duly verified by an external auditor.
In case of PSUs (Central & State), a certificate from an officer in rank of GM or above shall suffice. **(As per Annexure - 2)**

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E	Business Presentation: Approach and Methodology / Understanding of Scope of Work / Transfer of Knowledge	30	
(i)	Understanding of Scope of Work, deliverables & business context for IOCL (aspirations, strength and challenges)	10	Based on the assessment by Evaluation Committee. The marks awarded by the Committee shall be final and no representation shall be entertained by IndianOil at any point of time
(ii)	Robustness of work plan, approach & methodology to meet objectives and timeliness for content delivery, with breakup of activities, specific requirement from Indian Oil and specific timelines of the bidders against each activity for effectiveness. This would include details on quality of manpower deployed by the bidder.	10	
(iii)	Quality of ideas/innovations proposed for execution of project, specific tools/accelerators for improving turnaround time, replication of success stories from past assignments and showcasing of previous work completed (Training of Channel Partners or their employees or employees of any Govt/ PSU/ Private Organization as desired by IndianOil).	10	
Document Required: A detailed business presentation to be made by the bidder to a committee of senior Officials of IOCL. Bidder(s) would be called for a presentation at a notice of minimum 7 days. The presentation should be made by proposed team who shall be working on this assignment with IndianOil. A signed copy of the presentation needs to be submitted on the day of presentation.			
	Total	100	

Note:

- For A(i) and B(i) proration of actual value (intermediate scoring) shall be done. For e.g. in case of cumulative value of completed works for A(i), if the value is 1.425 Crores, then score shall be $(1 + (1.425 - 0.95) / (0.95 - 0.5)) = 3$ Marks. Similarly, for Cumulative value of Rs. 2.85 Crore, score shall be $[5 + (2.85 - 1.90) / (3.80 - 1.90) \times (10 - 5)] = 7.5$. Similar rationale shall be applied for each slab.

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- 2) *In case of attrition, an appropriate person with equivalent experience as mentioned at D(i) above shall be placed by the successful bidder for the subject project, in consultation with IOCL*
- 3) *Cumulative Score in each of the section A, B, D, E above will be rounded off to nearest integer during evaluation procedure.*

Financial proposal (Price Bid) shall be opened subject to their scoring minimum 70 marks in overall techno commercial evaluation (Quality parameters).

Evaluation of Price Bid:

- i. INDIANOIL evaluation committee will determine whether the price bids are complete, correct and free from any computational errors and indicate correct prices in local currency (Indian Rupee - INR).
- ii. No counter conditions should be included in price bid. Conditional price bid shall be summarily rejected.
- iii. IndianOil reserves the right to evaluate the bids based on reasonability and workability of the offer.

Combined Techno-Commercial and Price Bid Evaluation:

- The Evaluation of tenders shall be done in ratio of **70:30, that is, 70% weightage to Techno Commercial Bid (quality parameters) and 30% weightage to cost.**
- In order to qualify for financial bid opening, a bidder should **mandatorily score minimum 70 out of 100 marks in Technical (quality parameters).**
- In respect to the qualified bidders, in whose case, the financial bid shall be opened; a combined technical and price bid evaluation will be done as per **QCBS Method** as detailed below.

Combined Score of Bidder A shall be arrived weighing the technical bid marks and cost scores and adding them (based on the weighted score of technical and price bid) as per the formula mentioned below:

$$S_A = T_A/T_{High} \times 70\% + L_{Low}/L_A \times 30\%$$


Where S_A = Combined score of Bidder A

T_A = Techno-Commercial Score of Bidder A

T_{High} = Highest Techno-Commercial Score

L_A = Evaluated Bid Price of Bidder A (Evaluation of price bid shall be considering the Input tax credit on GST admissible @ 23.91%)

L_{Low} = Lowest of all evaluated Prices among responsive bids

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In the following table: technical and price bid evaluation process has been illustrated below:

For illustration purpose, to qualify for financial bid opening, a bidder mandatorily scores minimum 70 out of 100 marks in Technical have been considered (quality parameters).

Sr. No.	Bidder	Tech. Score (T)	Relative Tech. Bid Score $(T/T_{High} \times 100)$	Price Bid (in Lacs) (L)	Relative Price Bid Score $(L_{Low}/L \times 100)$	Combined Techno-Commercial & Price Bid Score		
						70% x column (ii)	30% x Column (iv)	Column (v) + Column (vi)
		(i)	(ii)	(iii)	(iv)	(v)	(vi)	
1	A	88	100	600	75	70	22.5	92.5
2	B	80	90.91	500	90	63.64	27	90.64
3	C	76	86.36	450	100	60.45	30	90.45
4	D	59	NA	NA	NA	NA	NA	NA

Bidder 'D' did not qualify Techno-Commercial evaluation as it did not meet the minimum qualifying marks of 70. Bidders B & C were not the highest combined scorer (i.e. Techno-Commercial Score + Price Bid Score), thus not given preference. Bidder A is highest combined scorer, thus H-1 bidder and would be given preference for further negotiation (if applicable) and award.

The above table is for sample calculation only. However, actual select procedure will be as mentioned below:

- The bidder with highest total (combined) marks will be ranked as H-1 followed by the proposals securing the lesser marks as H-2, H-3 etc. a list of all bidders will be made in descending order of marks scored. The bidder securing the highest combined marks and ranked as H-1 will be invited for negotiations, if required, to finalise the lowest accepted rate for H-1. Since the work will be divided among two agencies in the ratio 60:40, thus from the list only H-1 and H-2 (2 bidders) will be considered for awarding the contract. It means for the purpose of selection; the evaluation shall be restricted to H-1 and H-2 level only and H-3 onwards will not be considered.



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Case – 1: (When the rate quoted by H-1 is lower than H-2)


- (i) The lowest accepted rate for H-1, with or without negotiations, shall be offered to the H-2 bidder for matching the rate quoted by H-1 in case the rate quoted by H-2 is higher than finalized lowest accepted rate for H-1.
- (ii) If H-2 accepts to match the rate with H-1, then H-1 and H-2 will be awarded the work in the ratio 60% and 40% respectively.
- (iii) Else, the 100% of the quantity will be awarded to H-1, subject to meeting the turnover criteria calculated on the intended contract value of work. For example, if turnover in PQC is based on 60% of annualized estimated value for highest lot (say x) and now work is to be awarded for value (x+a), the party's turnover should be more than 60% of (x+a). Offer for additional quantities shall be subject to their consent to deliver the additional quantity also within the scheduled completion period.

Case – 2: (When the rate quoted by H-2 is lower than H-1)

- (i) In case the rate quoted by H-2 is lower than rate quoted by H-1, then corporation reserves the right to negotiate with H-1 bidder.
- (ii) Post negotiation with H-1, in case the negotiated rate is lower than or similar to H-2, H-2 will be asked to match the negotiated rate of H-1 and if H-2 agrees, then work will be awarded in the ratio 60%:40% (H1 – 60% and H-2 40%).
- (iii) If the negotiated rate with H1 is higher than the rate quoted by H2, the work will be awarded as follows:
 - (a) 60% of work to H2 at rate quoted by H2
 - (b) 40% of work to H1 at negotiated rate.

9.12 DIVISION OF WORK

- a) It is proposed to select 2 vendors based on lot basis for total quantity of 200 batches.
- b) The work will be divided in the ratio of 60:40 approx. amongst H1 and H2 bidders (as per award methodology prescribed above).
- c) Procurement from start-up and purchase preference for MSE and PP-LC is not applicable in this tender.
- d) The work will be distributed state office wise and in that case quantum of work may be slightly less or more than 60% and 40% for the selected bidder (s) depending upon no. of retail outlets under those state offices.

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- e) IOCL reserves the right for allocation of state wise work to the successful bidder. IOCL decision shall be treated as final. The work will be distributed state office wise and in that case quantum of work may be slightly less or more than allocated % for the selected bidder (s) depending upon no. of retail outlets under those state offices. IOCL reserves the right to distribute the work amongst the selected bidder (s). However, efforts shall be made to give work of one state office to one vendor and give contiguous states.

Tie Breaker:

- In case, combined Techno-Commercial & Price Bid score of two (2) bidders are identical, then the bidder scoring higher Price Bid score would be preferred in the above-mentioned list.
- In case of identical Techno-Commercial & Price Bid Scores, revised price Implication as discount on the earlier quoted price shall be obtained. In the event of further tie, party with highest turnover in any of the last three financial years shall be considered as the successful bidder.
- If Annual Turnover is not furnished for any of the last 3 financial years, then the same shall be treated as NIL for that particular year and the highest turnover will be worked out accordingly.

9.13 Modalities for simultaneous application of Purchase preference policy linked with Local Content (PP-LC) with PPP 2012 (with amendments)

- As per circular ref no. FP-20012/2/2017-FP-PNG-Part (1) (E-36682) dated 23.02.2022 issued by MOPNG for Policy to provide purchase preference linked with local content (PPLC), only PPLC class I and PPLC class II Local supplier and MSEs bidders are eligible for Participation in the tender. In support of the above, bidder should submit the Undertaking for PPLC in the prescribed format. (**Annexure – 4**).
- Only PPLC class I and PPLC class II Local supplier and MSEs bidders are eligible for Participation in the tender.

9.14 Purchase Preference for MSE/Start-up/PP-LC:

Purchase preference for procurement from start-up and purchase preference for MSE and PP-LC is not applicable in this tender.

9.15 Verification of documents:

- Technical qualification of the bidders shall be based on document / credentials submitted by bidder(s) in the tender.



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- ii. Document verification with originals shall be carried out after opening of price bids for the short listed bidder(s) only. Since documents are submitted by the bidder(s) in the tender, the responsibility of authenticity of documents shall be with the bidder(s).
- iii. Shortlisted bidder(s) shall be required to present their original documents to the tender inviting authority within a period of 7 days from the date of intimation by IOCL.
- iv. Recommendation for award of contract shall be made only after verification of documents with originals of the shortlisted bidder(s).
- v. In the event of failure of such bidder(s) to get the documents verified as per the specified time schedule, the EMD of the bidder(s) shall be forfeited. In case it is observed that if any bidder(s) submitted forged documents / credentials, necessary action for holiday listing of the bidder(s) shall be carried out including forfeiture of EMD

9.16 Negotiation with successful bidder

- i. Negotiations are not conducted as a matter of routine. However, IndianOil reserves the right to negotiate with the successful bidder. The successful bidder shall confirm the negotiations within the stipulated time.
- ii. Bidder will have to attend concerned office of IndianOil for negotiations as required in respect of their quotation without any commitment from IndianOil. Clarifications with respect to tender shall be obtained from IndianOil as per contact details indicated in the bid.

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10. BILL OF MATERIAL

Sr. No.	Description	No of Training Sessions	Unit
ITEM-1	Dealer & CA Training		
Module-I	Fee/Remuneration including all expenses (hotel accommodation / Breakfast / Lunch / Dinner/ Tea) for a 5 day residential New Dealer Induction Training in 3 Star hotel as per scope & deliverables mentioned in the tender.	200	Lump sum

*NO RATES ARE TO BE QUOTED IN THIS



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11. SCHEDULE OF DEVIATION


Sr. No.	Tender Document Clause / Line	Specified Requirement	Deviation By Bidder (s)
NIL Deviation/Exceptions			

**Signature of Bidder/ Their
Authorized representative**

Place:

Date:

Seal:

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12. GUIDELINES TO BIDDERS

12.1. Pre-Bid Meeting

- a) Bidders are advised that no pre-bid meeting shall take place in person. All bidders intending to raise queries shall do so either through email to the contact person or through seek clarification option on e-tender portal before the due date and time of pre-bid meeting, the timing of which is **as mentioned in NIT**. In view of the present crisis situation due to Covid-19 pandemic, pre-bid meeting will be done through video conferencing.

Topic: Prebid meeting Tender No. HCC/HR-03/PT-45/2022-23, Engagement of Training Agency (s) for Training of New Retail Outlet Dealers across the country.

Join Zoom Meeting

<https://zoom.us/j/98851390629?pwd=MVFVQW81Y2dzaEtWMVY1QWMYOWprdz09>


Meeting ID: 988 5139 0629

Passcode: 706032

- b) The Minutes of the Pre-Bid meeting will be uploaded in the e-tender website. Bidders to note that once Pre-Bid minutes are published, no further queries shall be entertained.

12.2. Submission of Tenders


- a) This Tender has been issued in following parts
- Notice Inviting e-Tender
 - Part A – Technical & Commercial Bid
 - Part B – Price Bid
- b) The complete tender document has been uploaded in the e-tendering web site and is available for downloading the full set comprising of the above. The bidder is expected to download the complete tender document from the e-tendering website, compile the required documents asked in the tender and upload the scanned copies with their offer digitally signed.
- c) The bidder is expected to examine the tendering documents, including all instructions, specifications and conditions in the tender document. Failure to furnish all the information required in the tender document or submission of tender not substantially responsive to the tender document in every respect shall result in the rejection of the bid.

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- d) Bidders must upload / submit their bid electronically in the e-tendering web site of IndianOil (<https://iocletenders.nic.in>) before the due date and time specified in NIT. Physical Bids sent through Fax / E-mail / Courier / Post will not be accepted.
- e) Tenders shall be based strictly on the terms, conditions and specifications contained in the Tender document. Any deviation and exceptions taken to terms and conditions of the tender documents must be clearly listed out in Schedule of Deviation and submitted along with techno-commercial part of the offer.
- f) The offer should be submitted / uploaded in two parts – Part A and Part B as detailed below:
- i. **Part – A (Techno-Commercial Bid)**

Technical and commercial aspects of the offer with the techno-commercial volumes of the tender documents digitally signed with **NO PRICE** indicated therein and Bid security declaration in lieu of EMD to be uploaded as per the tender instructions.
 - ii. **Part – B (Price Bid)**

Price portion of the offer (not to be opened along with PART-A) shall be submitted separately. Price Bid to be uploaded as per the downloaded BOQ without any change in format. It shall be noted that this part shall contain **only PRICE** and no conditions whatsoever. Any condition mentioned in Part-B of the tender shall not be considered at the time of evaluation of the tender.
- g) All Amendments to tender documents issued by us subsequently, if any, must be digitally signed and submitted along with the Tender. The Tender submitted by the bidder shall take into account all such amendments.
- h) The tender shall be completely filled in all respects and with requisite information and annexure strictly in the order. Incomplete tender not supported by requisite documents will not be considered. Decision of the tender opening committee, in this regard, shall be final & binding on the bidder.
- i) All the physical signatures in annexure / tender documents shall be dated. All annexures shall be initialed at the lower right-hand corner or signed wherever required in the tender documents by the bidder or by a person authorized to sign on behalf of the bidder.

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j) The bidder shall be deemed to have satisfied himself before submitting / uploading the tender, as to the correctness and sufficiency of the tender for the works and of the rates stated in the Schedule of Rates, which shall cover all his obligations under the Contract and all matters and things necessary for proper completion of the works.

k) Submission of the information and details shall be done strictly in the manner described. In case the relevant data/details/information in respect of the above is not furnished in the technical part, the tender shall be liable for rejection.

l) **Part A (Techno-Commercial Bid)**

i. The techno-commercial part of the tender document shall be submitted / uploaded electronically as per the instructions provided in the two-cover online e-bid submission document in the Bidders manual Kit on (iocletenders.nic.in) in the respective folders as detailed below:

ii. Folder – 1: EMD & Others

- a) Scanned copy of the Bid Security Document as per Annexure 9 in lieu of Earnest Money Deposit submitted against the tender.
- b) Duly signed covering letter in the Vendor's Official letterhead by authorized signatory with name, title and seal.
- c) Authorization Letter from organization for participating in this tender.
- d) Power of Attorney (with Specimen signature) or other proof of authority, in favour of the person who has digitally signed the tender.
- e) Copy of GST registration no. & information with regard to GST.
- f) Copy of Income Tax Permanent Account Number.
- g) Address of office of the Vendor in India and Address on which Order needs to be placed.
- h) Digitally signed addendum, if any, issued to the bidders at a later date.
- i) Check list duly filled in and signed



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j) Undertaking by the bidder for the acceptance of the terms and condition of the tender as per the portal generated format. (Uploaded)

k) Any Other Documents

iii. Folder – 2: PreQual Details-Technical

a) Details of work carried out for meeting qualification (technical) criteria along with relevant documents, such as copies of Work Order and Completion Certificate, supporting the claim.

b) Audited Balance sheets for the last 3 (three) financial years

c) All declarations and Annexures in bidders letter head as per format provided.

iv. Folder – 3: Technical Details

a) Statement of credential as per Excel sheet attached and supporting documents for Credentials.

m) Bidders are advised to complete compilation of all documents needed for upload in the Techno-commercial bid and scan the said documents in .PDF format before upload. Other formats like .JPG, .BMP, .GIF etc may be avoided as they take up more space in the server. They can also put more than one PDF file in single .rar/.zip file before uploading.

Bidders to please note: Documents uploaded should be scan properly and to be reduced in size for uploading such that the document after scanning shall be clearly readable.

n) Part B (Price Bid)

i. Folder – 4: Finance/Price Bid

a) The price bid shall be submitted in a separate folder as per the instructions provided in the two-cover online e-bid submission document in the Bidders manual kit on (<https://iocletenders.nic.in>).

b) Price Bid shall contain only one copy of Schedule of Rates/BoQ (Price Part) duly filled in and digitally signed and it shall not contain any conditions whatsoever.

c) The bidder shall quote firm prices in the price schedule. Price Bid to be uploaded as per the downloaded BOQ without any change in format. BOQ preparation guidelines as mentioned in



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the Bidders manual Kit on (<https://iocletenders.nic.in>) to be strictly followed.

- d) The price quoted under each head shall include all cost towards equipment, labour & laboratory back-up, logistics, transport, travel and stay arrangements and other incidentals including supply of materials as may be necessary for rendering the services in totality as per detailed specifications.
- e) The price offered by the bidder must not appear anywhere in any manner in the Technical Bid.
- f) Tenderer can change the editable fields in the BOQ/Price Bid.
- o) The bidder should NOT include extra information in the technical bid such as brochures, manuals, documents etc. other than required.
- p) Following annexures shall be submitted by the bidders in the excel format provided in the tender documents and same shall be considered for evaluation of bids. The instructions for filing the annexures in excel sheet is attached along with tender documents. Bidder to fill and validate the details as applicable in excel file and upload along with bid in the excel format.


Annexure Name	Description
ANNEXURE – A	ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDERER
ANNEXURE – B	DECLARATION ON NCLT/NCLAT/DRT/DRAT/COURT RECEIVERSHIP/ LIQUIDATION
ANNEXURE – C	CERTIFICATE FOR BIDDERS FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA
ANNEXURE – D	UNDERTAKINGS AND DECLARATIONS FOR NON-TAMPERING OF DATA
ANNEXURE – E	DECLARATION OF BLACKLISTING / HOLIDAY LISTING
ANNEXURE – F	DECLARATION "A", "B", "C" & "D"
ANNEXURE – G	UNDERTAKING FOR BUSINESS TRANSACTION STATUS OF BIDDERS
ANNEXURE – H	PARTICULARS OF BIDDER FIRM
ANNEXURE – I	UNDERTAKING ON NO MULTIPLE BIDDING
ANNEXURE – J	DECLARATION ON PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC) POLICY
ANNEXURE – K	Bid security declaration in lieu of EMD

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12.3. General Instructions

- a) “Technical Bid with Commercial Terms without Price” will be opened on respective due date and time or anytime thereafter by the authorized officers of IndianOil.
- b) Indian Oil Corporation reserves the right to accept / reject any or all tenders without assigning any reason whatsoever.
- c) Tenderer shall quote for as per the items in the price bid.
- d) The Technical bid submitted by the bidder shall NOT CONTAIN any indication whatsoever about the price.
- e) The Price bid shall contain only Schedule of Rates duly filled in. Price bid folder shall not contain any other document or any conditions.
- f) Completed Tender Documents should be electronically uploaded / submitted before due date and time of bid submission mentioned in Notice Inviting Tender.
- g) It is mandatory for every bidder to fill all the documents as set out in the tender document irrespective of their earlier association with IndianOil.
- h) Any conditional / incomplete offer or failure to follow above instructions shall lead to disqualification even at the opening of bids.
- i) Tender document should be uploaded and digitally signed by the tenderer. All entries if any, must be in permanent ink or type written. No alteration in the tender will be allowed after opening.
- j) No page or pages of this tender document shall be removed or modified.
- k) The Bidder must abide by the date & time given in this document. No individual / oral consultation shall be entertained. The Bidder's bid should not carry any sections like clarifications / 'as orally told' / 'to be discussed' / interpretations and assumptions. With the acceptance of this RFP the tenderer shall be deemed to have carefully studied and understood the RFP and in proof of the same has put in his signature on all the pages of the document. This signed copy will be retained by IndianOil for future references if required.
- l) Each tenderer can submit only one bid.

a) It is clarified that a person shall be deemed to have submitted multiple bids if he submits more than one bid either individually or in any combination of person (individual capacity, proprietor, affiliates, partnership, association of persons, Company). All such multiple bids shall be liable for rejection. A

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person shall for this purpose mean an individual, proprietor, any partner, association of persons, affiliate, and company.

b) A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.

c) A person shall be deemed to have bid in a partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.

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

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

m) Corporation reserves the right to revise/extend any Date/time from scheduled timelines of published tender.

n) In case the bidder has been asked to submit price bid/price implication in physical form, the use of white/erasing fluid for correcting the rates is banned. Wherever the rates are corrected with white/erasing fluid, the bids will be summarily rejected.

1.1. Opening of Bids


a) Technical bids shall be opened on specified date and time or anytime thereafter mentioned in NIT by designated IndianOil officials.

b) Price Bids of Tenders that qualify as specified under Evaluation Criteria only will be opened.

c) Unsuccessful tenderers shall be intimated after finalization of the tender and no correspondence shall be entertained thereafter.


d) The offers shall be kept valid for six months from the date of opening of Technical bids.

e) IndianOil shall not be bound to accept the lowest tender or any tender. The decision of IndianOil in this regard shall be final.

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13. DECLARATIONS

The bidder (s) should furnish **Declaration – A** about their following and accepting the Specifications, scope of work, various Terms and Conditions of this tender and regarding factual correctness of information provided in the bid.

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DECLARATION – A

GENERAL DECLARATION

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

To
CGM(RA)/ HO
IndianOil Corporation Limited,
(Marketing Division) – Head Office,
G-9, Ali Yavar Jung Marg,
Bandra (East), Mumbai - 400 051.

Sir,

Subject: Public Tender for engagement of Training Agency (s) for Training of New
Retail Outlet Dealers across the country.

We confirm that we have quoted the above tender in accordance with general description of the specifications, scope of work, Terms and Conditions.

We hereby confirm that all the information submitted in the bid/offer is factually correct.


We agree that if it is found at any stage that the information submitted by us is not factually correct, our Bid/offer may be rejected/Contract may be terminated. Further, INDIANOIL will have the liberty to take other suitable actions including Holiday listing of the firm for the same.

Signature of Bidder (s):

Name of authorized Signatory: _____


Place:

Date:

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14. ANNEXURES:

Sr. No.	Description
	ANNEXURES
1	ANNEXURE – 1: CERTIFICATE FROM PRACTISING CHARTERED ACCOUNTANT ON THEIR LETTER HEAD
2	ANNEXURE – 2: FORMAT OF CV FOR PROJECT MANAGER
3	ANNEXURE – 3: DECLARATION FORM FOR AVAILING PURCHASE PREFERENCE-BID STAGE
4	ANNEXURE – 4: UNDERTAKING TO BE SUBMITTED BY BIDDER (WHERE THE TOTAL QUOTED VALUE IS LESS THAN INR 10 CRORE)
5	ANNEXURE – 5: UNDERTAKING TO BE SUBMITTED BY BIDDER (WHERE THE TOTAL QUOTED VALUE IS MORE THAN INR 10 CRORE)
6	ANNEXURE – 6: STATEMENT OF CREDENTIALS
7	ANNEXURE – 7: GST – HSN AND SAC CODE
8	ANNEXURE – 8: CALCULATION OF LOCAL CONTENTS-GOODS
9	ANNEXURE – 9: FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD
10	ANNEXURE-10: Confirmation on applicability of MSE

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Annexure – 1

CERTIFICATE FROM PRACTISING CHARTERED ACCOUNTANT ON THEIR LETTER HEAD

(REGARDING ASSIGNMENTS BEING CLAIMED UNDER SIMILAR WORK CRITERIA – Training engagement for Channel Partners and/or employees of channel partners or for Employees of any Govt./Public Sector Undertaking/Private Organization in India

To,
Indian Oil Corporation Limited (Marketing Division)
Head Office, Bandra East
Mumbai-400051
Dear Sir/Madam,

Sub: Statement pursuant to the application for Engagement of Agency for Engagement of Training vendor for Training at specific Indian Oil Retail outlets of selected Divisional Offices in the trading areas of OMC and Private Players.

We hereby certify the following as true and correct:

Details of the works executed by M/s _____ (Name of the firm of the bidder) during last 5 years up to the last day of the month previous to the one in which tenders are being invited being claimed as an experience of the firm against **SIMILAR WORK CRITERIA – “Training engagement for Channel Partners and/or employees of channel partners or for Employees of any Govt./Public Sector Undertaking/Private Organization in India”** are as per details mentioned below:


Sr No	Name of the Client & Address	WO/Contract/Agreement Number, Ref Date and Amount	Start date of work	End Date of Work	Completed Value of the work in INR	Invoice No., Value inclusive of Service Tax / GST & Date	Payment details received against invoice

The afore-mentioned list is verified against the original documents as above and found true. Copy of work order, invoices and bank statement/TDS certificate duly certified by us are attached.

Chartered Accountant
(With stamp & authorized signatures)

Place: _____

Date: _____

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Annexure-2

Format of CV For Project Manager

(Please attach separate sheet for each Partners, Project Manager (who will work for Indian Oil in this assignment))

1	Name		
2	Current Designation in the firm		
4	Years in the Firm		
5	Date of Birth		
6	Nationality		
7	Educational Qualification		
8	No. of years of relevant experience		
9	Area of Expertise		
10	Major Projects Handled for Training value (in INR)	Name of Client	Project Value Handled

I/ We, the undersigned, certify that, to the best of my/ our knowledge and belief, this profile correctly describes the team member, his/ her qualifications, and his/ her experience. I/ We understand that any wilful misstatement described herein may lead to disqualification or dismissal of the team member, if engaged.

In case any of the above information is found to be false or untrue or misleading or misrepresenting, I/ we am/ are aware that I/ we may be held liable for it and INDIANOIL has right to reject the offer in full or part without assigning any reasons, whatsoever.


Place:

(Signature of the CEO/Country Head/ Authorized Signatory)

Name:

Date:

Designation:

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Annexure-3

DECLARATION FORM FOR AVAILING PURCHASE PREFERENCE – BID STAGE

(To be submitted along with bid documents on Letterhead of bidder, duly signed)

Name of the Work	
Tender Ref. No	
E-tender ID	

Sr. No.	Parameter	Bidder to declare (Yes/ No)	Remarks
1	We confirm that our offer is achieving the minimum local content target of as Class-I Local supplier (Local content equal to or more than 50% as defined in the Policy).		
2	We confirm that our offer is achieving the minimum local content target of as Class-II Local supplier (Local content more than equal to 20% but less than 50% as defined in the Policy).		
3	We confirm that we are a MSE bidder (applicable only for procurement of Goods/Services)		If yes: Necessary documents to be uploaded along with Technical bid.
a.	Whether bidder wants to avail purchase preference under Public Procurement Policy-2012. (PPP- 2012)	NA	If yes: Bidder need not declare local content in the format.
b.	Whether bidder wants to avail Purchase Preference Linked with Local Content. (PP-	NA	(i) In case a bidder opts for Purchase Preference based on PPLC, the bidder shall not be entitled to claim purchase benefit available to MSE Bidders as applicable to MSE bidder under PPP-2012.

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			ii) Bidder shall comply the requirement of PP-LC Policy as per LC requirement.
--	--	--	--


Note:

- a) While evaluating the bids, for price matching opportunities and distribution of quantities among bidders, the order of precedence shall be as under:
 - (i) MSE bidder (PPP-2012)
 - (ii) PP-LC complied bidder (PP-LC)
- b) The bidder claiming the PP-LC benefit shall be required to furnish an undertaking from the authorized signatory of bidder having the power of Attorney along with the bid stating the bidder meets the mandatory minimum LC requirement and such undertaking shall become a part of the contract.
- c) Where the total quoted value is less than INR 10 Crore: The LC content shall be self-assessed and certified by the authorized signatory of the bidder, signing the bid.
- d) Where the total quoted value is INR 10 Crore or above: The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content. .

Note: Authorized signatory shall mean:

- (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.
- (iv) However, in case of foreign bidder, certificate from the statutory auditor or cost auditor of their own office or subsidiary in India giving the percentage of local content is also acceptable. In case office or subsidiary in India does not exist or Indian office/ subsidiary is not required to appoint statutory auditor or cost auditor, certificate from practicing cost accountant or practicing chartered accountant giving the percentage of local content is also acceptable.

Bidder's signature:
(With Seal/ Stamp).

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Annexure-4

UNDERTAKING FOR PPLC-BID STAGE

(To be submitted along with bid documents on Letterhead of bidder, duly signed by Bidder)

(Where the total quoted value is less than INR 10 Crore)

Name of the Work	
Tender Ref. No	
E-tender ID	

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

1. That I am the.....(Designation of- the authorized signatory) ofand am duly authorized to furnish this undertaking declaration on behalf of.....
2. That has submitted its bid against bidding document of Tender ref.....
3. That the Company is fully aware of the provisions of Purchase Preference (Linked with Local Content) (PP-LC) Policy, enclosed in the above bidding document.
4. We hereby confirm that our offer is achieving the minimum local content target of $\geq 50\%$ as Class I Local Supplier / $\geq 20\%$ and $< 50\%$ as Class II Local supplier.


Please tick (✓) below the appropriate option as applicable.

$\geq 50\%$ as Class I Local Supplier	
$\geq 20\%$ and $< 50\%$ as Class II Local supplier	

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

(Authorized signatory of Bidder)

Note: This undertaking shall be certified by the authorized signatory of the bidder, signing the bid.

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Annexure-5

UNDERTAKING FOR PPLC-BID STAGE

(To be submitted along with bid documents on Letterhead of bidder, duly signed by Bidder)
(Where the total quoted value is INR 10 Crore or above)

Name of the Work	
Tender Ref. No	
E-tender ID	

a) Certification by the bidder

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

1. 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 against bidding document of tender ref.....
3. That the Company is fully aware of the provisions of Purchase Preference (Linked with Local Content) (PP-LC) Policy, enclosed in the above bidding document.
4. We hereby confirm that our offer is achieving the minimum local content target of $\geq 50\%$ as Class I Local Supplier / $\geq 20\%$ and $< 50\%$ as Class II Local supplier.

Please tick (✓) below the appropriate option as applicable.

$\geq 50\%$ as Class I Local Supplier	
$\geq 20\%$ and $< 50\%$ as Class II Local supplier	

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

(Authorized signatory of Bidder)



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b) Certification by the statutory auditor/ Cost auditor/ practicing Chartered Accountant

Name of the Work	
Tender Ref. No	
E-tender ID	

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 it registered office at.....

We have understood the provisions of Purchase Preference {Linked with Local Content} 2020 (PPLC)
Policy, enclosed in the above bidding document.

We hereby certify that offer is achieving the claimed local content target of $\geq 50\%$ as Class I Local
Supplier / $\geq 20\%$ and $< 50\%$ as Class II Local supplier (Specify what is applicable) as per PP-LC Policy.


Please tick (✓) below the appropriate option as applicable.

$\geq 50\%$ as Class I Local Supplier	
$\geq 20\%$ and $< 50\%$ as Class II Local supplier	

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

Note: This undertaking shall be certified by:

- The Proprietor and an independent Chartered Accountant, not being an employee of the firm, in case of a proprietorship firm.
- Any one of the partners and an independent Chartered Accountant, not being an employee of the firm, in case of a partnership firm.
- 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.


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Annexure – 6

STATEMENT OF CREDENTIALS

(To be submitted along with bid documents)

1. Statement of Credential Comparative chart in Microsoft Excel Format has been attached separately.
2. Bidders are required to update the attached Excel Sheet and upload the same along with Technical Bid.
3. Please state “NOT APPLICABLE” in the Excel Sheet in case you have no positive answer.
4. Non-updation of any details may mean incomplete tender.
5. Necessary supporting documents to be uploaded.
6. Responsibility of correctness of details lies with the Tenderer.
7. Corporation reserves the right to assess the tenderer’s capacity and capability if necessary by visiting/ inspecting recently executed / under execution of works

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Annexure -7

GST – HSN and SAC CODE

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

To,

_____,
6th Floor ,HCC Department,
IndianOil Corporation Limited,
(Marketing Division) – Head Office,
G-9, Ali Yavar Jung Marg,
Bandra (East), Mumbai - 400 051.

Sub: Public Tender for Engagement of Training Agency (s) for Training of New Retail Outlet Dealers across the country.

Details of SAC Code/ HSN Code (As applicable)

Name of Bidder :			
Sl. No.	Item Description	SAC Code	HSN Code
1	2	3	4
1	5-Day Residential Training of New Retail Outlet Dealers across India.		

Signature of Bidder (s):

Name of authorized Signatory: _____


Place:

Date:

Witness:

1) Name & Address: _____

2) Name & Address: _____

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Annexure-8

CALCULATION OF LOCAL CONTENTS-GOODS


(To be submitted after award & during execution)

Name of Manufacturer	Calculation by Manufacturer cost per one unit of the Product			
Cost Component	Cost Domestic Component	Cost Imported Component	Cost Total Rs/USD	% Domestic Component
	(a)	(b)	(c)= (a+b)	(d)=a/c
i) Direct Manufacturing Cost				
ii) Direct labour cost.				
iii) Factory Over Head.				
iv) Total Production cost.				

Calculation for % LC Goods = $\frac{\text{Total cost (iv c)} - \text{Total imported component cost (iv b)}}{\text{Total Cost (iv c)}} \times 100$

Note:

- Each supplier shall provide the necessary local content documentation to the statutory auditor/cost auditor/ Practicing CA as applicable which shall be review and determine that local content requirements have been met and issue a local content certificate to that effect on behalf of the procuring company, stating the percentage of local content in the good or services measured. The auditor shall keep all necessary information obtained from supplier for measurement of local content confidential.
- The local content certificate shall be submitted along with each invoice raised. The % of local content may vary with each invoice while maintaining the overall % of local content for the total work/purchase of the prorated local content requirement. In case it is not satisfied cumulatively in the invoice raised up to that stage, the supplier shall indicate how the local content requirement would be met in subsequent stages.
- Where currency quoted by the bidder is other than Indian rupee, exchange rate prevailing on the date of notice inviting tender (NIT) shall be considered for the calculation of Local Content.

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Annexure-9

Format of Bid Security Declaration from bidders in lieu of Earnest Money Deposit / Bid Security

(To be submitted along with bid documents on Letterhead of bidder, duly signed)

Name of the Work	
Tender Ref. No	
E-tender ID	

Format of Bid Security Declaration from bidders in lieu of Earnest Money Deposit / Bid Security (On Bidders' Letter Head)

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


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

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

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

Signature and seal of authorized signatory of bidder

Name of authorized signatory:

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Annexure-10

CONFIRMATION ON APPLICABILITY OF “MICRO AND SMALL ENTERPRISES ORDER 2012

(To be submitted along with bid documents on Letterhead of bidder, duly signed)

1. We confirm that provisions of MICRO AND SMALL ENTERPRISES ORDER 2012 are applicable to us and our organization falls under the definition of:

- a) Micro Enterprise - ()
b) Small Enterprise - ()
c) SC / ST Owned MSE - ()
d) Women owned MSE - ()

(Please put a tick in the appropriate box)

Detail of MSE/Udayam Reg. Certificate:

- a) Registration / Certificate Number: _____
b) Valid up to : _____
c) Issuing Authority : _____
d) Tendered item is covered in registration / certificate (Yes / No) : ____

2. Copy of proof of valid document / certificate (indicating registration no.) of being a Micro / Small Enterprises is enclosed.
3. For SC/ST MSE Bidders - SC/ST certificate issued by District Authority. In addition, documents regarding share of ownership in case of Partnership and Private Limited firms.
4. For Women owned MSE – the bidder shall submit suitable documentary evidence as below
- ✓ In case of Proprietary MSE, proprietor shall be Women.
 - ✓ In case of Partnership MSE, The Women partner shall be holding at least 51% share in the enterprises.
 - ✓ In case of private limited companies, at least 51% shares shall be held by Women Partners

Place :

Date:

Signature of authorized signatory

Name

Designation

Seal



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15. PROFORMA:

Sr. No.	Description
	PROFORMA
1	PROFORMA - A: PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT
2	PROFORMA - B: PAYMENT TO VENDORS THROUGH ELECTRONIC MODE
3	PROFORMA - C: FORMAT FOR NON-DISCLOSURE AGREEMENT
4	PROFORMA - D: FORMAT FOR CONTRACT AGREEMENT
5	PROFORMA – E: FORMAT FOR INTEGRITY PACT AGREEMENT



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Proforma – A

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

(TO BE EXECUTED ON STAMP PAPER OF APPROPRIATE VALUE)

Contract reference: _____

Bank Guarantee No. : _____

Date : _____

Amount : _____

Valid up to : _____

1. In consideration of Indian Oil Corporation Ltd. having its Registered Office at _____ (hereinafter called "IOCL") having agreed to exempt _____ (hereinafter called "The said Contractor(s)/supplier(s)/-Seller/Vendor (s)(s)/successful Bidder (s)") from the demand under the terms and conditions of an Agreement dated _____ made between _____ and _____ for _____ (hereinafter called "The said Agreement"), of Security Deposit for the due fulfillment by the said Contractor(s) (Supplier(s)/- Seller/Vendor (s)(s)/ successful Bidder (s) of the terms and conditions contained in the said Agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we _____ (hereinafter referred to as 'the Bank' at the request of _____ successful Bidder (s)/ contractor(s)/supplier(s)/ Seller/Vendor (s)(s) do hereby undertake to pay to IOCL an amount not exceeding Rs. _____ against any loss, or damage caused to or suffered or would be caused to or suffered by IOCL by reason of any breach by the said successful Bidder (s)/Contractor(s)/Supplier(s)/Seller/Vendor (s)(s), of any of the terms or conditions contained in the said Agreement.
2. We _____ (name of Bank) do hereby undertake to pay the amounts due and payable _____ under this guarantee without any demur, merely on a demand from IOCL stating that the amount _____ claimed is due by way of loss or damage caused to or would be caused to or suffered by IOCL by reason of breach by the said Successful Bidder (s)/ Contractor(s)/ _____ Supplier(s)/ Seller/Vendor (s)(s) of any of the terms or conditions contained in the said Agreement or by reason of the Contractor(s) / _____ successful Bidder (s)/ Supplier(s) failure to perform the said agreement. Any such demand made _____ on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.
3. We _____ undertake to pay to IOCL any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) / successful Bidder (s)/ Supplier(s)/ Seller/Vendor (s)(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.



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The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Contractor(s)/ successful Bidder (s)/ Supplier(s) / Seller/Vendor (s)(s) shall have no claim against us for making such payment.

4. We _____ further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the Performance of the said Agreement/ Work Order and that it shall continue to be enforceable till all the dues of IOCL under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharge or till _____ Office / Department at _____ certifies that the terms and conditions of the Agreement / work order have been fully and properly carried out by the said Contractor(s)/ Successful Bidder (s)/ Supplier(s)/Seller/Vendor (s)(s) and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before _____ we shall be discharged from all liability under this guarantee thereafter.
5. We _____ further agree with IOCL that IOCL 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/Vendor (s)(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by IOCL against the said Contractor(s)/ successful Bidder (s)/ Supplier(s)/Seller/Vendor (s)(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)/ Successful Bidder(s)/ Seller/Vendor (s)(s) or for any for bearance, act or omission on the part of IOCL or any indulgence by IOCL to the said Contractor(s) / Successful Bidder (s)/ Supplier(s)/Seller/Vendor (s)(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provisions have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s)/Supplier(s)/Seller/Vendor (s)(s).
7. We, _____ lastly undertake not to revoke this guarantee during its currency except with the previous consent of IOCL in writing.

Dated the _____ day of _____ 2021

For _____

(Indicate the name of Bank)

DATE

SEAL

PLACE

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Proforma – B**PAYMENT TO VENDORS THROUGH ELECTRONIC MODE****(TO BE SUBMITTED ON LETTER HEAD OF THE BIDDER DULY SIGNED)**

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

Dated :

To ,

M/s Indian Oil Corporation Ltd.

Address

Dear Sir ,

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

The desired bank account details are given below :

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

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



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

(Signature of Account Holder)

Seal of the Vendor

Encl : Cancelled Cheque


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

(Name of Bank & Branch)

Authorized

Signatory

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

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Proforma-C

FORMAT FOR NON DISCLOSURE AGREEMENT

(On Stamp Paper of Rs.100/-)

THIS AGREEMENT is made this _____ day of _____, 2021

Between

Indian Oil Corporation Limited, a corporation incorporated in India under the Companies Act, 1956, as amended, and having its registered office at G9, Ali Yavar Jung Marg, Bandra (E), Mumbai - 400051 (hereinafter referred to as the “IndianOil” or “Corporation”) of the one part

AND


Vendor (s) _____, a Company incorporated in _____ under _____ having its registered office at _____ (hereinafter referred to as “_(Vendor (s))_____” which expression shall include its successors and assigns) of the other part;

WHEREAS:

- (1) Vendor (s) _____ has been appointed as a vendor (s) by the Corporation for Training of Retail Outlet Dealers.
- (2) Vendor (s) _____ shall be engaged for imparting the training in line with the scope of work of the subject tender. Vendor (s) _____ shall conduct the above activities subject to signing of the Non-Disclosure Agreement between the Corporation and Vendor (s) _____.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, Vendor (s) _____ covenants with the Corporation as follows:

1. All business, financial, operational and other information and data, of whatever kind and in whatever form, relating to the Corporation, which is disclosed or made known or comes to the knowledge of Vendor (s) _____ (including but not limited to its representatives, professional advisors, employees and agents) by the Corporation or on the Corporation’s behalf (including but not limited to its representatives, advisors, employees and agents) (collectively referred to as “Confidential Information”) will be held in complete confidence and will not be used for any purpose other than directly in connection with the scope of work described above.
2. Vendor (s) _____ will not, without the prior written consent of the Corporation, disclose or otherwise make available whole or any part of the Confidential Information to any third party except in accordance with the terms of this Agreement. Vendor (s) _____ will be entitled to copy and

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circulate the Confidential Information to its only such directors, officers and employees and to such of its professional advisors who are directly concerned with fulfillment of the scope of work and to whom knowledge of such information is necessary for such purpose. All persons to whom any Confidential Information is disclosed shall treat the same as confidential and use the same solely for due discharge of its obligations under the Scope of Work stated above. Vendor (s) _____ will be responsible for procuring their compliance with the terms of this Agreement as if they were subject to the same obligations to the Corporation is subject to hereunder.

3. The restrictions, obligations and liabilities contained in this Agreement shall not apply to any information which:
 - a) was already in the public domain at the time of its disclosure to Vendor (s)_____ by the Corporation; or subsequently becomes part of the public domain through no breach Vendor (s)_____ of its obligation under the Agreement.
 - b) is generally available to or accessible by, the public or, after such disclosure, becomes generally available to, or accessible by the public, other than by reason of a breach of any undertaking by Vendor (s)_____ contained in this Agreement; or
 - c) is required to be disclosed by Vendor (s)_____ by applicable law or regulation or judicial authority, provided that Vendor (s)_____ agrees, to notify the Corporation in writing, duly signed by an authorized signatory, as soon as possible, upon becoming aware of any such requirement and confirming the necessity of the disclosure prior to such disclosure;
4. Vendor (s)_____ shall promptly notify the Corporation in writing if any confidential information is required to be disclosed by law or other regulation and will co-operate with the Corporation regarding the timing and content of such disclosure or any action which the Corporation may elect to take to challenge the validity of such requirement and Vendor (s)_____ India undertake that any such disclosure shall be the minimum required by the relevant law or regulation in order for Vendor (s)_____ to comply with its obligations thereunder.
5. Vendor (s)_____ will not make, or permit its officers, directors, employees and professional advisors to make or procure or solicit or assist any other persons to make, any announcement or disclosure of the Confidential Information without the Corporation's prior written consent.
6. Vendor (s) _____ and the Corporation shall individually keep a record of the Confidential Information provided by the Corporation to it in writing ("Confidential Information"). Vendor (s) _____ shall, forthwith upon receipt of a written request from the Corporation or completion of the assignment:



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- (a) Return to the Corporation any Confidential Information in it's possession or control of, or in the possession or control of, any of its employees, agents or professional advisors, together with all copies thereof, and
- (b) Expunge all Confidential Information from any computer, word processor or similar device into which it has been programmed by Vendor (s) _____ or its professional advisors on its behalf.
- (c) Not make use of the information, contained in the confidential information for any of its business operations.

Vendor (s) _____ acknowledges that neither the return of any Confidential Information nor the expunging of any Confidential Information from its records shall release it from its obligations under this Agreement.

7. The obligations contained in this Agreement are continuing and, in particular, shall survive the termination of any discussions or negotiations or agreement between Vendor (s) _____ and the Corporation even after termination of this Agreement.
8. Vendor (s) _____ agrees and acknowledges that the Corporation may be irreparably harmed by the breach of the terms hereof and damages may not be an adequate remedy and that injunctive relief is an appropriate remedy to protect the rights of a party with respect to its Confidential Information. Vendor (s) _____ shall be responsible for the breach of any of its covenants and obligations in this Agreement and will indemnify the Corporation from and against any claims, costs, expenses, losses or damages (including reasonable attorneys' fees) that are actually incurred by the Corporation and that are directly and solely attributable to the breach by Vendor (s) _____ of its covenants and obligations in this Agreement. Vendor (s) _____ further confirms that it is acting in this matter as principal and not as agent for any other person.
9. The rights, powers and remedies provided in this Agreement shall be in addition to, and not in substitution for, any other rights, powers and remedies provided by law. No failure or delay in exercising any right, power or privilege hereunder will operate as a waiver thereof nor will any single or partial exercise of any right, power or privilege preclude any further exercise thereof or the exercise of any other right, power or privilege hereunder. The terms of this Agreement and Vendor (s) _____ obligations hereunder may only be amended or modified by written agreement between Vendor (s) _____ and the Corporation.
10. This Agreement shall be governed by and construed in accordance with Indian law. The parties hereby agree to submit to the jurisdiction of the courts of Mumbai.
11. If at any time any term or provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, under any rule of law or



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enactment, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the enforceability of the remainder of this Agreement shall not be affected.

12. This Agreement shall be freely assigned by the Corporation, with prior written notice to Vendor (s) _____, to any person or persons who are substituted in all in the interests or rights or obligations of the Corporation for the development of the Project.

IN WITNESS WHEREOF, the parties have caused this Non Disclosure Agreement to be executed by their respective duly authorized officers as of the day and year first hereinabove written.

Signature: for Vendor (s) _____
Limited

Signature: for Indian Oil Corporation

Name:


Name:

Designation:

Designation:

Stamp:

Stamp:

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Proforma – D

AGREEMENT

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


1. SERVICES TO BE SUPPLIED:

The Seller/Vendor (s) shall duly supply the said items/materials/services as per description, quantity and rates specified in the schedule and/or Purchase Orders placed by the Corporation from time to time and in all respects with the specifications; designs and instruction in writing referred to in the schedule and or said Purchase Order.

2. SECURITY DEPOSIT:

The Seller/Vendor (s) shall on or before the execution of the Agreement deposit with the Corporation a Sum of Rs. _____ in Demand Draft or Bank Guarantee on our Standard Form. The Corporation shall hold this amount as Security Deposit for Guarantee for the timely and proper Performance of the said contract by the Seller/Vendor (s).

All sums of compensation or other sums of money payable by the Seller/Vendor (s) to the Corporation under the terms of this Agreement may be deducted from or paid by the Sale of a sufficient part of the Security Deposit or from the interest arising there from or from any sums which may be due or

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may become due by the Corporation to the Seller/Vendor (s) on any account whatsoever, and in the event of their Security Deposit being reduced by any reason or such deduction or sale as aforesaid, the Seller/Vendor (s)s shall within 15 days thereafter make good in Cash or only Demand Draft any sum or sums which may have been deducted from/or raised by Sale of the Security Deposit or any part thereof. The Security Deposit lodged by the Seller/Vendor (s) shall be refunded after the expiry of 6 months from the date of satisfactory completion of Purchase Order / Contract.

3. MANNER & PERIOD IN WHICH THE ITEMS / SERVICES ARE TO BE SUPPLIED:

The Seller/Vendor (s) agrees and undertakes to supply the items/materials/services set forth in the Schedules/Purchase Order No. _____ dt. _____ and subsequent amendments if any, issued thereto from time to time.

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

1. COMPENSATION FOR DELAYS IN DELIVERY:

The contractual price payable shall be subject to adjustment by way of Discount or by way of Price Adjustment for the delay period beyond the due date and same has to be reflected in the invoice or passed on through a credit note.

The quantum for compensation for delays and deviations in service level agreement will be in line with clauses mentioned in the Purchase Order No. _____ Dated _____ .

5. PAYMENT:

5.1 The Corporation shall pay to the Seller/Vendor (s) in respect of the said items/materials/services mentioned in the scheduled/Purchase Order on the basis of the rates specified in the said schedule/Purchase Orders

5.2 No advance payment shall be made by the Corporation.

5.3 Payment would be made within 30 days from the date of receipt of the bill, along with supporting documents like proof receipt etc, for the supplied quantity of items and services.



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6. AGREEMENT:

6.1 This Agreement is subject to the General Conditions of contract in so far as the same is not inconsistent with or repugnant to the above clauses. A copy of the General Conditions would be deemed to have been studied and agreed to by the Contractors before their signing this agreement.

6.2 This agreement is subject to the special conditions stipulated in our schedule and or Purchase Order No. _____ dt. _____ and subsequent amendments, if any, issued from time to time.

SIGNATURE OF (SELLER/VENDOR (S))

SIGNATURE OF (CORPORATION)

WITNESS

WITNESS

1.


1.

2.

2.

DATE:

SEAL:

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Proforma - E

INTEGRITY PACT

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

(Marketing Division)

Name of the Work	
Tender Ref. No	
E-tender ID	

INTEGRITY AGREEMENT

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

BETWEEN

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

And

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

Preamble

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

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



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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal/Owner will, during the Tender process treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal Code (IPC) /Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) The Bidder(s)/Contractor(s) commit himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she



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is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.


- b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or document provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender. Further, if an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product. Copy of CVC guidelines dated 13/01/2012 is annexed hereto.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose (with each tender as per Proforma enclosed) any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

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

2. The Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right to resort to and impose such exclusion.

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3. Apart from the above, the Principal/Owner may take action for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

Article 4-Consequences of Breach

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


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

Article 5- Previous Transgression

- 1) The Bidder declares that no previous transgressions occurred in the last 3 years with any other **Company** in any country confirming to the anti-corruption approach or with any other Public Sector Enterprise in India that could justify his exclusion from the Tender process.
- 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.
- 3) If the Bidder/Contractor can prove that he has resorted \recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, as per laid down organizational procedures, revoke the exclusion prematurely.

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

- 1) The Bidder(s)/Contractor(s) has to undertake from all Subcontractors a commitment in conformity with this Integrity Pact. It shall be the responsibility of the Principal Contractor to ensure adoption of/conformity to IP by the Sub-Contractor. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Sub-contractors/ Sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

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- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact, between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 7 -Independent External Monitors (IEMs)

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

Article 8- Duration of the Pact

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

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

Article 9-Other Provisions

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

Article 10- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Pact will have precedence over the Tender/Contract documents with regard to any of the provisions covered under this Pact.

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

(For and on behalf of Principal/Owner)

(For and on behalf of Bidder/Contractor)

WITNESSES:

1.

(signature, name and address)



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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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Covering Letter required to be signed and submitted by the tenderer on their letterhead.

To,
IndianOil Corporation Limited

Sub: Submission of Offer for Tender.

Name of the Work	
Tender Ref. No	
E-tender ID	

Dear Sir

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

The Bidder agrees that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the enclosed Integrity Agreement, which is an integral part of tender documents, failing which the tenderer will stand disqualified from the tendering process. The Bidder acknowledges that the Bid would be kept open in its original form without variation or modification for a period of **180 days** (state the number of days from the last date for the receipt of tenders stated in the NIT) AND THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

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

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

Yours faithfully,

(Duly authorized Signatory of the Bidder)

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



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विपणन प्रभाग
Marketing Division

इंडियन ऑयल कॉर्पोरेशन लिमिटेड

प्रधान कार्यालय

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

Indian Oil Corporation Limited
Head Office

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



Ref:
To,.....

Date:

Dear Sir,

Declaration by Indian Oil Corporation Limited

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

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

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

Yours faithfully,
For and on behalf of IndianOil Corporation Limited

(Authorized Signatory)

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

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



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Telegraphic Address :
"SATARKTA: New Delhi

E-Mail Address
cenvigil@nic.in

Website
www.cvc.nic.in

EPABX
24651001 - 07

फैक्स/Fax : 24616286



सत्यमेव जयते

केन्द्रीय सतर्कता आयोग
CENTRAL VIGILANCE COMMISSION



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

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

दिनांक / Dated.....13.01.2012.....

Circular No. 03/01/12

Sub: Consideration of Indian Agents.

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

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


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

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

- a) In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- b) If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit a bid on behalf of another Principal/OEM in the same tender for the same item/product.
4. The tender conditions may be carefully prepared keeping in view the above guidelines.
5. The receipt of these guidelines may please be acknowledged and circulated amongst the concerned officials for their information and guidance.

(J. Vinod Kumar)
Officer on Special Duty

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

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Details of IndianOil's Nodal Officer & Independent External Monitors (IEMS) for Implementation of Integrity Pact

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

Nodal Officer

Mr Sanjay Kaushal

Executive Director

(Corporate Affairs & Taxation),

E-mail: KaushalS@indianoil.in

IEMs

Mr. Basant Seth, Former CMD, Syndicate Bank and Information Commissioner, CIC

Mr. Madhusudan Prasad, IAS (Retd.)

Mr. Vijai Prakash Pathak, IRSS (Retd.) and Former Member Materials Management (MMM), Railway Board

IP Secretariat

IndianOil Corporation Limited,


Room No. 542, 5th Floor, Core 6,

Scope Complex, Lodhi Road,

New Delhi - 110003

E-mail: iem-iocl@indianoil.in

<https://iocl.com/integrity-pact>

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Following annexures shall be submitted by the bidders in the excel format provided in the tender documents and same shall be considered for evaluation of bids. The instructions for filing the annexures in excel sheet is attached along with tender documents. Bidder to fill and validate the details as applicable in excel file and upload along with bid in the excel format.

Annexure Name	Description
ANNEXURE – A	ACCEPTANCE OF ALL TERMS & CONDITIONS OF TENDERER
ANNEXURE – B	DECLARATION ON NCLT/NCLAT/DRT/DRAT/COURT RECEIVERSHIP/ LIQUIDATION
ANNEXURE – C	CERTIFICATE FOR BIDDERS FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA
ANNEXURE – D	UNDERTAKINGS AND DECLARATIONS FOR NON-TAMPERING OF DATA
ANNEXURE – E	DECLARATION OF BLACKLISTING / HOLIDAY LISTING
ANNEXURE – F	DECLARATION "A", "B", "C" & "D"
ANNEXURE – G	UNDERTAKING FOR BUSINESS TRANSACTION STATUS OF BIDDERS
ANNEXURE – H	PARTICULARS OF BIDDER FIRM
ANNEXURE – I	UNDERTAKING ON NO MULTIPLE BIDDING
ANNEXURE – J	DECLARATION ON PURCHASE PREFERENCE (LINKED WITH LOCAL CONTENT) (PP-LC) POLICY
ANNEXURE – K	Bid security declaration in lieu of EMD



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ANNEXURE - A

UNDERTAKING BY THE TENDERER(S)

(To be submitted in excel format provided along with tender)

Name of the Work	
Tender Ref. No	
E-tender ID	

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

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

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

SIGNED FOR AND ON BEHALF OF TENDERER(S)

Name of Tenderer(s)

Date:

Place:

Seal & Signature of Tenderer

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



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ANNEXURE - B

PERFORMA FOR DECLARATION ON NCLT / NCLAT / DRT / DRAT / COURT RECEIVERSHIP / LIQUIDATION

(To be submitted in excel format provided along with tender)

Name of the Work	
Tender Ref. No	
E-tender ID	

I/ We hereby declare that I / We / M/s _____ declare that:

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

OR

- (ii) I / We am / are undergoing insolvency resolution process or liquidation or bankruptcy proceeding as on date as per details mentioned below. (Attached detail with technical bid)

(Note: Strikeout above whichever is not applicable.)

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


Place:

Signature of Bidder _____

Date:

Name of Signatory _____

Note:

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BIDDERS UNDER INSOLVENCY OR LIQUIDATION OR BANKRUPTCY PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016

Offers from the following type of bidders shall not be considered:

- a) If the bidder is undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) or any other applicable law (in cases where code is not applicable),
- b) Insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in cases where code is not applicable) against/by the bidder at any stage of evaluation of the bid.
- In the event, insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in cases where code is not applicable) against/by the bidder, after submission of its bid but at any stage of evaluation of the bid, it will be the responsibility of the bidder to inform IOCL within 15 days from the date of order of insolvency resolution process or liquidation or bankruptcy proceeding passed by the Adjudicating Authority namely, National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code or any other applicable law (in cases where code is not applicable).
- If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove, in their bid or at any later stage, as applicable, their offer is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall forfeit the Earnest Money Deposit provided by the bidder, in any form whatsoever.
- IOCL reserves the right to cancel/terminate the contract without any liability on the part of IOCL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract.
- In case where the bid of the L-1 bidder is rejected on the aforesaid grounds during the period between Price-Bid-Opening and Award of Contract, then the bid of the next higher eligible bidder will be considered for further processing.
- If bidder fails to share or misrepresents the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding as sought hereinabove and the bidder's bid results in a contract, IOCL, without prejudice to any other remedy or action available with IOCL, shall be within its rights to terminate the resultant contract.



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ANNEXURE - C

COMPLIANCE CERTIFICATE REGARDING BIDDERS FROM COUNTRIES WHICH SHARES A LAND BORDER WITH INDIA

(To be submitted in excel format provided along with tender)

Name of the Work	
Tender Ref. No	
E-tender ID	

Name of Bidder:

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

(or)

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

(or)

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

(Note: Strikeout above whichever is not applicable.)

- b. I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).
- c. I have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country,



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has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached].

Details of Vendor's authorized representative

Signature :

Name :

Stamp :

GUIDELINES WITH RESPECT TO COUNTRIES SHARING LAND BORDER WITH INDIA

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



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- (v) An Indian (or other) agent of such an entity; or
 - (vi) A natural person who is a citizen of such a country; or
 - (vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
7. "Beneficial Owner" in the above paragraph will be as under:
- (i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person(s), has a controlling ownership interest or who exercises control through other means

Explanation –

- a) "Controlling ownership interest" means ownership of, or entitlement to, more than twenty five percent of shares or capital or profits of the company;
 - b) "Control" shall include the right to appoint the majority of the directors or to control the management or policy decisions, including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.
 - (ii) In case of partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 - (iii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;
 - (iv) Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 - (v) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
8. An "Agent" is a person employed to do any act for another, or to represent another in dealings with third persons.
9. The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
10. Bidders shall submit a certificate as per the Annexure regarding their compliance to the above conditions. If such certificate given by a bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with law.



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ANNEXURE - D

PROFORMA DECLARATION OF TENDER NOT TAMPERED

(To be submitted in excel format provided along with tender)

Name of the Work	
Tender Ref. No	
E-tender ID	

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

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

Place:

Signature of Bidder _____

Date:

Name of Signatory _____

Witness:

1) Name of witness and signature: _____

2) Name of witness and signature: _____

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ANNEXURE - E

PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING

(To be submitted in excel format provided along with tender)

Name of the Work	
Tender Ref. No	
E-tender ID	

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 Partner are presently on any blacklist or holiday list declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending lay Indian Oil Corporation Ltd. or MOPNG, in respect of any corrupt or fraudulent practice(s) against me or any other of my proprietorship concern(s) or against any partnership firm(s) in which I am or was at the relevant time involved as a partner; except as indicated below :

(-----)

(Here give particulars of blacklisting or holiday listing, and /or inquiry and in absence thereof state "NIL")

In the case of a Partnership Firm:

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

(-----)

(Here give particulars of blacklisting or holiday listing, and /or inquiry and in absence thereof state "NIL")

In the case of Company:

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



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(-----)

(Here give particulars of blacklisting or holiday listing, and /or inquiry and in absence thereof state "NIL")

In the case of Consortium:

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

(-----)

(Here give particulars of blacklisting or holiday listing, and /or inquiry and in absence thereof state "NIL")

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

Place:

Signature of Bidder

Date:

Name of Signatory

Note: Bidder to submit the complete format. Strike out the option not applicable to them. Bidder to mention the particulars of blacklisting or holiday listing, and /or inquiry and in absence thereof state "NIL".

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ANNEXURE - F

DETAILS OF RELATIONSHIP WITH IOC'S DIRECTORS ETC

(To be submitted in excel format provided along with tender)

Name of the Work	
Tender Ref. No	
E-tender ID	

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

Organizational Structure	Part of the form applicable
Sole Proprietor	PART – A
Partnership	PART – B
Company Private/Public	PART – C

PART-A (APPLICABLE WHERE TENDERER IS SOLE PROPRIETOR)

1.	Name of Tenderer	
2.	Address	
	Residence	
	Office	
3.	State whether tenderer is related to any Director/(s) of the Indian Oil Corporation Limited.	Yes/No *
4.	If 'Yes' to 3, State the name of IOCL's Director & Tenderer's relationship with him/her.	

* Strike - out whichever is not applicable.

PART – B (APPLICABLE WHERE THE TENDERER IS A PARTNERSHIP FIRM)

1	Name of the Partnership firm responding to the tender	
2	Address	
3	Name of Partners	
4	State whether any of the partners is a Director to the Indian Oil Corporation Limited.	Yes / No *
5	If 'Yes' to 4, State the name(s) of IOCL's Director.	

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6	State whether any of the partners is related to any of the Director(s) of the Indian Oil Corporation Limited.	Yes / No*
7	If 'Yes' to 6 State the name(s) of IOCL's Director & the concerned partner's relationship with him/her.	

*Strikeout whichever is not applicable.

PART-C (APPLICATION WHERE THE TENDERER IS A PUBLIC/PRIVATE LTD. CO.)

1	Name of the Company responding to the tender	
2	Address of	
A	Registered Office	
B	Principal Office	
3	State whether the Company is Pvt. Ltd. Co. or Public Ltd. Co.	
4	Name of Directors of the Company	
5	State whether any of the Directors of the Tenderer Company is a Director of Indian Oil Corporation Limited.	Yes/No *
6	If 'Yes' to (5), State the name(s) of IOCL's Director.	
7	State whether any of the Director of the Tenderer Company is related to any of the Director's of the Indian Oil Corporation Limited.	Yes/No *
8	If 'Yes' to (7), State the name(s) of IOCL's Director & the concerned Director's (of the tenderer Co.) relationship with him/her.	

* Strikeout whichever is not applicable.

Place:

Signature of Bidder _____

Date:

Name of Signatory _____

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DETAILS OF EMPLOYING RETIRED DIRECTOR/s OF IOCL**(APPLICABLE FOR ALL TYPE OF FIRMS)***(To be submitted in excel format provided along with tender)*

Name of the Work	
Tender Ref. No	
E-tender ID	

Tenderer is required to state whether they have employed any retired Director and above rank officer of Indian Oil Corporation Ltd in their firm. If so, details hereunder to be submitted. Otherwise, the declaration shall state that "No Director or above rank officer who has retired from Indian Oil Corporation Ltd. is employed with the tenderer 's firm."

1	Name of the person:	
2	Post last held in IOCL:	
3	Date of retirement:	
4	Date of employment in the firm:	

Place:

Signature of Bidder _____

Date:

Name of Signatory _____

Note:

A separate sheet may be attached, if the above is not sufficient.

Strike out whichever not applicable. If the tenderer employs any person subsequent to signing the above declaration and the employee/s so appointed happen to be the near relatives of the officer / Director of the Corporation / Central or State Govt., the tenderer should submit another declaration furnishing the name/s of such employee/s who is / are related to the officer/s of the Corporation / Central / State Governments.

The list of Directors of Indian Oil Corporation Limited is available in Indian Oil website:

<https://iocl.com/AboutUs/Management.aspx>, <https://iocl.com/pages/our-leadership>



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ANNEXURE - G

UNDERTAKING FOR BUSINESS TRANSACTION STATUS OF BIDDERS

(To be submitted in excel format provided along with tender)

Name of the Work	
Tender Ref. No	
E-tender ID	

Bidder Name: _____

I/We, _____ hereby declare that:

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

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

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

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

(Note: Strikeout above whichever is not applicable.)


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

I/ We also understand that failure or refusal to share the information regarding their status of any kind of business transfer process/restructuring etc, in this tender or at any later stage, as applicable, my/our tender is liable to be rejected by IOCL and without prejudice to any other remedy or action available with IOCL, IOCL shall suspend the bidder from being eligible for bidding/ award of all future contract (s) of Indian Oil Corporation Limited for a period of one year from the date of committing this breach under this clause.

Place:


Signature of bidder

Date:

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Note:

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

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ANNEXURE - H

PARTICULARS OF BIDDER FIRM

(To be submitted in excel format provided along with tender)

Name of the Work	
Tender Ref. No	
E-tender ID	

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



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ANNEXURE - I

UNDERTAKING ON NO MULTIPLE BIDDING

(To be submitted in excel format provided along with tender)

Name of the Work	
Tender Ref. No	
E-tender ID	

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

- (i) I/We have not submitted multiple bids. i.e., more than 1 bid either individually or in any combination of person (individual capacity, proprietor, affiliates, partnership, association of persons, Company).
- (ii) I/We am aware that, in case found that such multiple bids are submitted, all such bids are liable for rejection.

Place:

Signature of bidder

Date:



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ANNEXURE -J

UNDERTAKING FOR PPLC-BID STAGE

(To be submitted in excel format provided along with tender)

Name of the Work	
Tender Ref. No	
E-tender ID	

Certification by the bidder:

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

1. That I am the.....(Designation of- the authorized signatory) ofand am duly authorized to furnish this undertaking declaration on behalf of.....
2. That has submitted its bid against bidding document of Tender ref.....
3. That the Company is fully aware of the provisions of Purchase Preference (Linked with Local Content) (PP-LC) Policy, enclosed in the above bidding document.
4. We hereby confirm that our offer is achieving the minimum local content target of $\geq 50\%$ as Class I Local Supplier / $\geq 20\%$ and $< 50\%$ as Class II Local supplier.

Please tick (✓) below the appropriate option as applicable.

$\geq 50\%$ as Class I Local Supplier	
$\geq 20\%$ and $< 50\%$ as Class II Local supplier	

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

(Authorized signatory of Bidder)

Note: This undertaking shall be certified by the authorized signatory of the bidder, signing the bid.



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ANNEXURE -K

Bid security declaration in lieu of EMD. This is the same format given in annexure 9.