

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	03-06-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	03-06-2024 15:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	120 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Petroleum And Natural Gas
Department Name/विभाग का नाम	Indian Oil Corporation Limited
Organisation Name/संगठन का नाम	Indian Oil Corporation Limited
Office Name/कार्यालय का नाम	IoCl- Paradip Refinery
Total Quantity/कुल मात्रा	10
Item Category/मद केटगरी	E Rickshaw Passenger (V2) (Q2)
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/	Yes
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Additional Doc 1 (Requested in ATC), Additional Doc 2 (Requested in ATC), Additional Doc 3 (Requested in ATC), Additional Doc 4 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	5 Days
Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

**EMD Detail/ईएमडी विवरण**

Required/आवश्यकता	No
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#### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	ICICI
ePBG Percentage(%) / ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months) / ईपीबीजी की अपेक्षित अवधि (महीने).	16

(a). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

#### Beneficiary/लाभार्थी :

DGM(Mat)  
IOCL- Paradip Refinery, INDIAN OIL CORPORATION LIMITED, INDIAN OIL Corporation Limited, Ministry of Petroleum and Natural Gas  
(Ranjit Kumar)

#### Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

#### MII Purchase Preference/एमआईआई खरीद वरीयता

MII Purchase Preference/एमआईआई खरीद वरीयता	Yes
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#### MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. Preference to Make In India products (For bids < 200 Crore): Preference shall be given to Class 1 local supplier as defined in public procurement (Preference to Make in India), Order 2017 as amended from time to time and its subsequent Orders/Notifications issued by concerned Nodal Ministry for specific Goods/Products. The minimum local content to qualify as a Class 1 local supplier is denoted in the bid document. If the bidder wants to avail the

Purchase preference, the bidder must upload a certificate from the OEM regarding the percentage of the local content and the details of locations at which the local value addition is made along with their bid, failing which no purchase preference shall be granted. In case the bid value is more than Rs 10 Crore, the declaration relating to percentage of local content shall be certified by the statutory auditor or cost auditor, if the OEM is a company and by a practicing cost accountant or a chartered accountant for OEMs other than companies as per the Public Procurement (preference to Make-in -India) order 2017 dated 04.06.2020. Only Class-I and Class-II Local suppliers as per MII order dated 4.6.2020 will be eligible to bid. Non - Local suppliers as per MII order dated 04.06.2020 are not eligible to participate. However, eligible micro and small enterprises will be allowed to participate .The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023. [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

4. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% (Selected by Buyer)of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for 25%(selected by Buyer) percentage of total QUANTITY.The buyers are advised to refer the OM No.F.1/4/2021-PPD dated 18.05.2023

[OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017.

5. Short Duration Bid has been published by the Buyer with the approval of the Competent authority due to Emergency procurement of critical products/services.

## E Rickshaw Passenger (V2) ( 10 pieces )

**(Minimum 50% and 20% Local Content required for qualifying as Class 1 and Class 2 Local Supplier respectively/क्रमशः श्रेणी 1 और श्रेणी 2 के स्थानीय आपूर्तिकर्ता के रूप में अर्हता प्राप्त करने के लिए आवश्यक)**

### Technical Specifications/तकनीकी विशिष्टियाँ

[\\* As per GeM Category Specification/जेम केटेगरी विशिष्टि के अनुसार](#)

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
Generic Specifications	Type of E Rickshaw	Battery Operated Motor Driven
	Type of Motor	DC Motor
	Pay Load Capacity	380.0 - 380.0 Or higher (kilogram)
	Max Speed (in Km/hr)	25
	Power Output	1200.0 - 2000.0 Or higher (Watt)
	Battery Capacity (in Electric Charge/Ampere Hour)	120.0 Or higher
	Type of Battery as per AIS 048	Lead Acid EV Grade
	Type of Front Brake	Drum Brake
	Type of Rear Brake	Drum Brake
Construction	Material used for Roofing	Mild Steel

Specification	Specification Name/विशिष्टि का नाम	Bid Requirement/बिड के लिए आवश्यक (Allowed Values)/अनुमत मूल्य
	Thickness of Material of Sheet used for Roof of E-Rickshaw	1.25 Or higher (millimeter)
	Power Transmission from Motor Shaft to Wheels	Direct Mounting
Warranty	Vehicle Warranty	1.0 (year)
	Number of Free Services of Complete Vehicle	1
	Battery Warranty	1.0 (year)

#### Additional Specification Parameters - E Rickshaw Passenger (V2) ( 10 pieces )

Specification Parameter Name	Bid Requirement (Allowed Values)
Vehicle Certification Vehicle Certification Agency Name and Address Vehicle Certification Number Certificate of Roadworthiness in Form-22, (from manufacturer)	ICAT I CAT CALB0155 Yes
Confirming to Constructional & Functional Safety of battery operated vehicle as per AIS-038-2003 Installation of Lighting and Light Signalling Devices confirming to AIS-009-2001	Yes Yes
Confirming to Installation and Functional Testing of Automobile Lamps as per AIS-034-2004 Traction Batteries used in Battery Operated Vehicles confirming to AIS-048-2009 Testing of Breaks as per IS 14664:1999	Yes Yes Yes
Battery Make:	Exide / Amaron
Gradability (Must Declare as per Test Certificate) (to be tested in Full Load as per AIS 003) 3°Gradient E Rickshaw should start and move at a speed of 5 Km/Hr or more 7°Gradient E Rickshaw should start and move,	7

\* Bidders offering must also comply with the additional specification parameters mentioned above.

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी and/ तथा Quantity/मात्रा**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Keshav Murari Paswan	754141,IOCL Paradip Refinery ,Administrative Building, Post-Jhimani ,Via-Kujang Dist-Jagatsinghpur Odisha	10	45

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें****1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2. Generic**

Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.

**3. Generic**

Bidder shall submit the following documents along with their bid for Vendor Code Creation:

- Copy of PAN Card.
- Copy of GSTIN.
- Copy of Cancelled Cheque.
- Copy of EFT Mandate duly certified by Bank.

**4. Generic**

Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.

**5. Generic**

While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

**6. Scope of Supply**

Scope of supply (Bid price to include all cost components) : Supply Installation Testing and Commissioning of Goods

**7. Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

## **Special Instructions to Bidders/Special Conditions of Contract**

- 1.** Bidder has to submit scan copy of duly signed and stamped or **digitally signed copy of Technical specification of IOCL and scope of supply** as a token of acceptance.
- 2.** Bidder has to submit scan copy of duly signed and stamped or digitally signed copy of Technical deviation sheet as “Nil” deviation, in case there is no deviation to our Technical specification.
- 3.** In case of any deviation to IOCL’s Technical specification, Bidder has to submit “Technical deviations” sheet mentioning all the Technical Deviations as per attached format given in special instruction to bidder. If the deviation sheet is not submitted along with bid it shall be treated as NIL deviation bid.
- 4.** Bidder has to submit the bid without any commercial deviations. **Bid with commercial deviation shall be rejected.**
- 5.** Please note that any deviations/ reservations/ notes/ comments etc., given **elsewhere in the offer** other than the “Technical deviations” **shall not be considered.**
- 6.** The responsibility of downloading the tender documents including corrigendum, if any, and subsequent uploading of offer shall rest with the bidder.
- 7.** IOCL reserves the right to make any changes in the terms and conditions of Enquiry and to accept or reject any or all the bids without assigning any reason and without incurring any liability to the affected bidder(s). Tender can be abandoned without assigning any reason and no compensation shall be paid for the efforts made by the bidder.
- 8.** In case of any conflict between PO text/ technical specifications/ drawings/ ITP, as such, the more stringent requirement shall govern. However, the bidder should ask IOCL for clarifications before arriving at any conclusion.
- 9.** The bidder declares that none of the e-documents have been tampered with. In case of tampering of e-documents, the bid shall be rejected outright and EMD, if applicable, forfeited without prejudice to any other rights or remedies available to IOCL.
- 10.** If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, and suitable penal action taken which may include EMD forfeiture and / or holiday listing action as per the discretion of IOCL.
- 11.** The intimation to the bidders to match the price of the lowest bidder as per tender condition may be given to some/all accepted bidders. **Please note that merely matching this price shall not confer on you the right to get the order as the order shall be decided as per the terms of the tender** i.e. , the clause for splitting read with purchase preference clause, if any, mentioned in the tender document.
- 12.** The bidders to quote competitive prices considering the fact that price negotiations, if required, to be held with the lowest bidder only.
- 13.** IOCL reserves the right to accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.

**14.** Although normally the lowest responsive bid amongst the bids submitted by bidders and considered by IOCL to be qualified and competent shall be preferred, IOCL reserves the right not to accept the lowest bid if in its opinion this is not in the interest of IOCL.

**15.** Consortium bids shall not be accepted unless specified in the tender.

**16.** Negotiations will not be conducted with the bidders as a matter of routine. However, IOCL reserves the right to conduct price negotiations.

**17.** If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, and suitable penal action taken which may include EMD forfeiture and / or holiday listing action as per the discretion of IOCL.

**18. Bid Security Declaration (BSD) in lieu of EMD- Not Applicable for this tender**

Bid Security Declaration (BSD) shall, normally, be taken from bidders in lieu of EMD (Annexure A). BSD shall also be taken from bidders who are otherwise exempt from submission of EMD (e.g. MSE / Start-up / any exempted bidder category bidders).

BSD undertaking shall state that the defaulting bidder may be debarred for a period of 6 months in case of stated breach. This period shall, however, be as per GeM terms and conditions.

Bidder has to submit Bid Security Declaration, on their Company Letterhead as per the attached format (annexure-3) In lieu of Earnest Money Deposit.

**19. Forfeiture of EMD:** Earnest Money shall be forfeited in the following circumstances:

- i. In case the bidder tampers the tender document, alters / modifies / withdraws the bid submitted after opening the bids (Technical bids in case of two bid system) within the validity period.
- ii. In case the bidder submits false/fraudulent/fake/ forged documents.
- iii. In case the tender is accepted, and the vendor fails to deposit the PBG or to execute the contract.

In (i) and (ii) above the tender submitted by the bidder shall be rejected. In all the above cases suitable penal action may be taken which may include EMD forfeiture and / or holiday listing action as per the discretion of IOCL. In case of procurement through GeM, relevant policy of GeM shall be applicable.

If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, and suitable penal action taken which may include EMD forfeiture and / or holiday listing action as per the discretion of IOCL.

**20. Modalities to followed with respect to Bank Guarantee confirmation issued against PBG and EMD for Subject tender :-**

Bidders may get the Bank Guarantee issued from any Bank recognized as Scheduled Bank by Reserve Bank of India. Earlier, upon receipt of the Original Bank Guarantee, IOCL was seeking confirmation of the same directly from the issuer Bank / branch to check the authenticity of instrument. However, for faster confirmation of the Bank Guarantee, henceforth Bidders to ensure that BG issuing bank will send SFMS in IFN 760COV (for any new Bank Guarantee) and IFN 767COV (for any amendment in bank guarantee) through the SFMS Platform as per the mandatory fields given below.

Filed No	Description	Value
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7034	Name of the Beneficiary	Indian Oil Corporation limited
7035	Beneficiary IFSC	<b>ICIC0000007</b>
7036	Beneficiary Branch Name and Address	ICICI Bank , 9A , Phelps Building, Connaught Place, New Delhi-110001
7037	Sender to Received Information	<b>IOCL9070</b>

**21. One Bid per Bidder:** A Bidder shall submit only one bid in the same bidding process. A Bidder who submits or participates in more than one bid will cause all the offers in which the bidder has participated to be disqualified. Alternative price bids are not acceptable.

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By making a bid pursuant to the Tender Documents, the bidder / tenderer shall be deemed to have declared that the bidder / tenderer has not made any other bid or a multiple bid as understood or deemed in terms of this clause.

All the multiple bids of a bidder shall be rejected and the Earnest Money Deposit for all such bids shall be forfeited, not by way of penalty or liquidated damages but by way of reimbursement of the pre-estimated costs likely to be incurred by the OWNER towards bidding process and in the scrutiny and evaluation of bids.

## **22. Invalid Tenders and tenders liable for rejection:**

A Tender is liable for rejection in the following circumstances, if a bidder:

- i. Does not pay the EMD before deadline.
- ii. Does not fulfill minimum pre-qualification criteria as per the Tender Documents.
- iii. Stipulates the validity period less than what is stated in the Tender Documents and refuses to extend.
- iv. Stipulates their own conditions and does not agree to withdraw the deviations, rendering their bid unacceptable.
- v. Does not submit bid in the prescribed format making it impossible to evaluate the bid.
- vi. Indulges in tampering of tender documents.
- vii. Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria.
- viii. Submits false/ fraudulent / forged documents.
- ix. Influences tender outcome.

## **23. Cartel Formation / Pool Rates/Bid rigging/Collusive bidding:**



Cartel formation, bid rigging, collusive bidding are against the basic principle of competitive bidding and defeat the very purpose of open and competitive tendering system. Such practices are severely discouraged. Suitable administrative actions which include but not limited to rejecting the offers, holding listing action as per policy in vogue for breach of integrity may be initiated in such cases.

**24. Delivery Period:**

**As per Tender**

*IOCL reserves the right to reject any deviation to delivery terms not meeting IOCL's requirement after giving one chance to the bidder to accept IOCL's requirement.*

**25. Pre-Qualification Criteria, PQC (Technical experience criteria): Not Applicable**

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**26. TPI: Third party inspection by any one of IOCL approved TPI agencies is Not Applicable for this tender.**

Goods and services shall be subjected to stage wise and final inspection by any of the IOCL approved third party inspection (TPI) agency

1. M/s ABS Industrial Verification (India) Pvt. Ltd
2. M/s Bureau Veritas (India) Pvt. Lt
3. M/s Certification Engineers International Ltd.
4. M/s Edlipse Engineering Global Private Limited
5. M/s Gulf Lloyds Industrial Services (India) Pvt Ltd
6. M/s International Certification Services Pvt. Ltd.
7. M/s Intertek India Pvt. Ltd.
8. M/s IR Class Systems and Solutions Private Limited
9. M/s Meenaar Global Consultants LLP
10. M/s Rites Limited
11. M/s SGS India Private Limited
12. M/s TUV India Pvt. Ltd.
13. M/s TUV Rehlenland India Pvt. Ltd
14. M/s TUV SUD South Asia Pvt Limited
15. M/s VCS Quality Services Private Limited

, and TPI charges are included in quoted prices, and no additional charge shall be paid by owner. It will be bidder's responsibility to arrange for third party inspection and submit the third party inspection release note on time. No time extension shall be allowed by IOCL for any delay/lapse in this regard.

Quoted prices are: 1) Inclusive of charges for all facilities required for testing and all inspection requirements specified in the technical specifications and documents enclosed with the Tender inclusive of destructive testing charges(if any) , all expenses like travel, incidental and fee payable to third party inspectors.

2) Inclusive of all IBR/IGC/NACE/radiography charges as per IOCL's technical specification and the documents enclosed with the tender.

3) All built in import content(if applicable) shall also be subjected to inspection by any of IOCL approved TPI agency, in the country of origin of the import content , and charges for the same are included in quoted prices, and no additional charges shall be paid by owner.

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**TPI Agencies need to submit, in advance, the details of Inspector (Qualification, Experience) who will be carrying out the inspection along with items being inspected to concerned refineries Location, preferably 7 days before visiting the vendor site.**

**Once the vendor selects a particular TPI, its name is shared with IOCL. In case vendor changes the TPI, the vendor shall share the reason for change of TPI and its name with IOCL again.**

**In case of material dispatch delayed by more than 30 days post final inspection by TPI Agency, it should be recertified by TPI Agency, and expenses will be borne by the vendor.**

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## **27. Pre-Qualification Criteria, PQC (Commercial experience criteria)**

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Proof of executed order(s) for "**Supply of E-Rickshaw**" by the bidder during the last five years ending on the last day of the month immediately preceding the month in which the **original** bid submission end date falls , should be considered as under:

- Copy of one executed order of value not less than **Rs. 8.75 Lakh**;
- Copy of two executed orders each of value not less than **Rs. 7.00 Lakh**;
- Copy of three executed orders each of value not less than **Rs. 5.25 Lakh**.

**FOR Destination price (Total landed cost** i.e., All inclusive of P&F, Freight, TPI, Taxes and duties etc.) shall be considered for arriving at the executed order value.

The last date of order execution shall fall in the above-mentioned period.

Foreign Orders in currency other than USD shall be converted to USD on the date of the said Purchase Order.

### **Proof of execution of experience criteria:**

For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:

- i) Purchase Order along with Invoice(s) {with self-certification that supplies against invoice has been successfully executed}. Uploading the invoice(s) on the e-portal is considered as self-certification by the bidder that supplies against the invoices have been successfully executed to the required value.
- ii) Purchase Order along with Bank Certificate indicating payment against the PO.

iii) Purchase Order along with Execution certificate by client indicating executed order value. In case the execution certificate does not mention the executed value, the bidder shall have to submit other documents as mentioned here indicating executed value.

iv) In case, bidder cites any reference of job executed for IOCL (bidder to clearly mention the IOCL PO number and PO date in their offer) and bidder has not / is not able to furnish documentary evidence, the internal records of IOCL shall be considered against proof of fulfillment of commercial or technical experience criteria. LR date / RC (101/103 movement type in SAP) date (if LR date is not available in SAP) shall be deemed as date of execution.

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

vi) Acceptance of PQ Documents of related / unrelated parties shall be as follows :-

<b>Sl. No.</b>	<b>Scenario</b>	<b>Financial credentials</b>	<b>Techno-commercial Experience Criteria</b>
1	A new entity formed as a result of merger of two companies and the earlier companies cease to exist	New Entity can use financial experience of any of the merged companies in case balance sheet of the new entity is not available	New Entity can use experience of any of the merged companies
2	An entity (A) takes over another entity (B) and B ceases to exist (or the specific business vertical of B ceases to exist)	Financial credentials of the bidding entity	New Entity can use experience of any of the two companies
3	Parent company (bidder) using the credentials of its subsidiary	Financial credentials of the bidding entity	Parent company can use the credentials of its subsidiaries

4	Indian subsidiary (bidder) using the credentials of its Foreign Principals	Financial credentials of the bidding entity. In case the bidding entity's Balance Sheet (BS) is not yet made, BS of the Parent Company shall be acceptable.	Credentials of the Foreign Principals can be used. However, the foreign principal shall be required to furnish a legally enforceable undertaking that they shall be jointly and severally liable, along with the bidder, for the successful execution of the order, if awarded. Warranty period for such bidders shall be 18 months from commissioning or 24 months from supply, whichever is earlier. Bidder shall have manufacturing facility in India.
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If JV is allowed in the tender, then the partner company on the basis of whom the JV qualify in the tender should have minimum 50% equity holding in JV. Such company shall provide undertaking that they will not dilute their equity holding in JV till the execution of contract and defect liability period is over.

## **28. Pre-Qualification Criteria, PQC (Financial: Annual Turnover): Not Applicable**

The Annual Turnover (ATO) of the bidder during any of the preceding three financial years should be at least **Rs. Lakhs**.

In case the NIT publication date is within September or last date for filing audited balance sheet as notified by CBDT, the bidder can submit the balance sheets of any of the previous three Financial Years (excluding the immediately preceding year).

For fulfilling the financial criteria, bidder may give any of the following documents:

- i. Audited Balance Sheet with profit & loss statement / Annual Report with Profit & Loss statement (with UDIN).
- ii. Balance sheet with Profit & Loss statement available in public domain.
- iii. In case of GeM, pre verified turnover of bidder shown on GeM portal can be considered.

**29.** Notwithstanding any other condition / provision in the tender documents, bidders are required to submit complete documents pertaining to Pre-Qualification Criteria (PQC) along-with their offer.

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

**30.** Submission of authentic documents is the prime responsibility of the bidder. However, IOCL reserves the right to verify the PQC documents submitted by the bidder(s). For the purpose of verification, bidders shall submit complete client details with names, address, phone numbers and e-mail id with the understanding that IOCL may contact the bidder's client to verify the PQC documents. Bidders may have to submit

CA certified / notarized copy of PQC documents, as required by IOCL. Non submission of these documents, if asked for, will lead to rejection of offer. Should IOCL decide to place order pending verification of PQC documents, payment shall be made only after completion of order. If at any stage, the PQC documents are found to be forged / false, suitable penal action shall be taken, which may include EMD forfeiture, termination of order (wherever applicable) and holiday listing the vendor.

### **INSTRUCTION TO BIDDER FOR TRANSPORTATION OF MATERIALS**

**Successful Bidder (Vendor) to dispatch the materials by any bank approved road transporters. Necessary Road Permits/Way Bills is in the scope of supplier. Materials should be booked on Freight paid basis and dispatched on door delivery basis to our IOCL Paradip Refinery, Central stores.**

### **SAFETY PRACTICES IN MATERIAL DISPATCH & TRANSPORTATION**

Refinery being sensitive establishment from fire and safety point of view, therefore there are certain rule and regulation while entering the vehicle and personnel in Central Stores, Paradip Refinery.

Vendor to ensure availability of required original and valid documents for entry of Vehicle carrying Consignment / Material inside the Refinery Premises like RC Book, Insurance Papers, Fitness certificate of Vehicle (Tanker/Truck/Container), Driving License and Cleaner's photo pass etc. at the time of dispatch of Materials & delivery at Paradip Refinery. Vendor to also ensure that the materials / supplies under the PO are transported through registered common carrier only as per relevant provisions of the updated Road Act (Motor vehicle act 1988 & its latest updated revision). This shall enable CISF at Paradip Refinery to allow them smoothly inside Refinery due to security reasons and avoiding any hassles at Refinery Gate.

Truck / Tanker should report at IOCL gate by 8.30 am (excluding Sundays or holidays as per Refinery norms) in order to facilitate unloading at the earliest and release of trucks.

For Entry in Refinery Premises, Vehicle should be fitted with Spark Arrestor, Fire Extinguisher & back horn. Drivers and Cleaner should wear PPE i.e. Shoes, Apron and Safety Helmets.

**CNG / Two Stroke engine Vehicles are not allowed to enter the refinery premises. Please ensure to send the material in Non-CNG / Non-Two Stroke Engine Vehicles only.**

- i) Motor vehicle act: Vehicles shall follow motor vehicle act 1988 & its latest updated revision and all other applicable laws of land during transportation of the material from bidder's works to Paradip Refinery.
- ii) Successful Vendor to indicate the name of driver/khalasis on the lorry receipt/challan etc. so that the same can be verified at the entry gate while allowing entry by CISF. khalasis (Cleaner) should have at least one ID card such as Aadhar Card, Bank Passbook, Driving License etc. This is required for enhancing security measures for incoming material.
- iii) Successful Vendor to also ensure availability of required original and valid documents like RC Book, Insurance Papers, Fitness certificate of Vehicle (Tanker/Truck/Container), Driving License and Cleaner's photo pass etc. at the time of dispatch of Materials & delivery at Paradip Refinery. This shall enable CISF at Paradip Refinery to allow them smoothly inside Refinery due to security reasons and avoiding any hassles at Refinery Gate. In case of non availability of original RC Book in the vehicle, Notarised (True Copy) of RC Book will also be accepted. Vehicle propelled by CNG/LPG or vehicles having less than 4 wheels viz. 3 wheelers etc. are not allowed in Refinery
- vi) Penalties for Violation / Non-adherence of safety procedures and practices (Applicable for Tenders/Purchase Orders involving site work):
  - a) Violation of applicable Safety, Health and Environment related norm a penalty of  
Rs.5,000.00 per occasion
  - b) Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value (maximum of Rs.2,00,000.00) per injury in addition to Rs.5,000.00 per occasion as in item a.
  - c) Fatal accident, a penalty of 1% of the contract value (maximum of Rs.10,00,000.00) per injury in addition to Rs.5,000.00 per occasion as in item a.

The vendor is advised to take appropriate insurance policy for the effective implementation of the above penalty provision.

In case of accidents depending on the seriousness of injury etc. in addition to the hospitalization / treatment charges and group insurance amount, compensation shall be paid by the vendor to the affected person / his family members in presence of Engineer-in-charge as per Workmen Compensation Act.

## **Vendor Invoice Management**

### **Communication to Vendors**

**Dear Vendors,**

Indian Oil has been keeping its systems updated with latest developments and newest technologies to efficiently add to the delight of our partner vendors. Many digitalization steps have been taken in the past and have been successfully implemented with the continuous support of partners.

We are introducing Vendor Invoice Management system for centralized processing of invoices for supply of goods and services with an intent to further expedite the payment process. A centralized query management system including self-help is also being introduced for convenience of the vendors on tracking details related to payments.

#### **A. Invoice Management System**

With effect from **04.07.2022**, **original copy of invoice** raised on **this office** against SAP PO shall be submitted to the following address: -

Indian Oil Corporation Limited

IBM Building, 2<sup>nd</sup> Floor,

A 26, Rani Ramgarh Road,

Block A, Industrial Area,

Sector 62, NOIDA,

Uttar Pradesh-201309

**Only Original Invoice** along with supporting invoices for any reimbursement like freight & inspection bills should be sent to the above address. The documents like **Inspection Release Note, Test Certificate, Bank Guarantee** etc. in original should continue to be submitted to the **Office** of supply or service.

Invoice raised against order **other than SAP PO/GEM Contract** should continue be submitted to the **office** of supply of Goods and services

To achieve the full benefit of the newly introduced system, you are requested to note the following changes in Invoicing and submission of the same: -

#### **Invoice Requirement - Physical**

**Digitally signed invoice uploaded through Vendor Portal is preferred.** However, where vendor submits the physical copy of the invoice, following points may be ensured: -

- It should not be handwritten invoice.
- It should be in English language only.
- It should not be photocopy.
- It should not be carbon copy.

- It should not be Dot Matrix Print copy.
- Invoice should not be damaged or tampered and should always be preserved in original state.
- Writing of comments, remarks etc. on the Invoice may be avoided.

## 2. **Invoice Requirement - Content**

- Mention PO Number on Invoice where invoice is raised against SAP Order
- Where SAP Order not issued, vendor should mention details of IOCL Officer like email on whose order work has been executed
- Invoice should be in line with Order conditions
- Invoice should comply with applicable GST provisions including HSN/SAC Code
- Ensure that the address in Invoice is correctly mentioned as per Order including Company Code & Plant Code available on Order
- In case where Vendor knows its SAP Vendor Code with Indian Oil, the same should also be captured on the body of Invoice

## 3. **Price Reduction on account of Delay**

- Raise invoice after effecting Price Reduction on account of Delay in Invoice, wherever applicable.
- In case where request for time extension has been submitted but not approved by EIC, invoice still should be raised by reduced amount.
- Subsequently, Vendor can issue Debit Note when time extension is granted after raising of invoice.
- This process will eliminate the requirement of credit note for GST accounting and consequential delay in processing payment of the entire amount due to complication of GST input credit.

## 4. **Other Requirements**

- Ensure that Bank Guarantee, wherever applicable, has been submitted at local office of the place of supply/ service as per required format
- Ensure submission of all the documents at local office of the place of supply/ service in line with conditions of the contract

### B. **Query Management System**

For expeditious resolution of queries from the vendors, Round the clock Self-help tool (BOT), Webform, Dedicated Email and 9 to 5 Helpdesk have been introduced, details of which are as under: -

Email	<a href="mailto:VIMHelpdesk@indianoil.in">VIMHelpdesk@indianoil.in</a>
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Helpdesk Phone	+91 120 6730555
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In order to further enhance the Vendor Experience, a Web-based self-help Chatbot “**Indu**” has been developed.

Key features include status of invoice, payment details including deductions, if any, and the UTR details checked in the below link

<https://apps.indianoil.in/vim/resources/out/index.html>

#### 8. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

### Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.



This Bid is also governed by the General Terms and Conditions/ यह बिड सामान्य शर्तों के अंतर्गत भी शासित है

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, 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. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**