

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	13-06-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	13-06-2024 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	locI- Guwahati Refinery
Total Quantity/कुल मात्रा	14
Item Category/मद केटेगरी	Supply of DCS for INDMAX and N2 unit , Supply of DCS for SRU , Installation of DCS for INDMAX and N2 unit , Installation of DCS for SRU , Extended warranty charges for 1st year , Extended warranty charges for 2nd year , Extended warranty charges for 3rd year , M&I Shutdown Services charges for 1st year , M&I Shutdown Services charges for 2nd year
MSE Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से एमएसई छूट	No
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Compliance of BoQ specification and supporting document *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	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
Comprehensive Maintenance Charges Required	Yes
Type of Bid/बिड का प्रकार	Two Packet Bid
Primary product category	Supply of DCS for INDMAX and N2 unit

**Bid Details/बिड विवरण**

<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	7 Days
<b>Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)</b>	No
<b>Evaluation Method/मूल्यांकन पद्धति</b>	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).	57

(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- Guwahati Refinery, INDIAN OIL CORPORATION LIMITED, INDIAN OIL Corporation Limited, Ministry of Petroleum and Natural Gas  
(Dgm Mat)

**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. 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.

2. 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 100%(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.

3. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

## Supply Of DCS For INDMAX And N2 Unit ( 1 pieces )

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

### Technical Specifications/तकनीकी विशिष्टियाँ

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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Comprehensive Maintenance	
Warranty of required product	1 Year
Comprehensive Maintenance Duration (Post Warranty)	7 Year

\*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

**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	Jayanta Kalita	781020,GUWAHATI REFINERY,NOONMATI,GUWAHATI	1	180

**Supply Of DCS For SRU ( 1 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**

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Comprehensive Maintenance	
Warranty of required product	1 Year
Comprehensive Maintenance Duration (Post Warranty)	7 Year

\*Warranty displayed under the AMC/CMC Details section will supersede the warranty displayed under the catalog specification

**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

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity/मात्रा	Delivery Days/डिलीवरी के दिन
1	Jayanta Kalita	781020,GUWAHATI REFINERY,NOONMATI,GUWAHATI	1	180

### Installation Of DCS For INDMAX And N2 Unit ( 1 set )

(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

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### 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	Jayanta Kalita	781020,GUWAHATI REFINERY,NOONMATI,GUWAHATI	1	30

### Installation Of DCS For SRU ( 1 set )

(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

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### 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	Jayanta Kalita	781020,GUWAHATI REFINERY,NOONMATI,GUWAHATI	1	30

#### Extended Warranty Charges For 1st Year ( 2 set )

(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)

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#### 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	Jayanta Kalita	781020,GUWAHATI REFINERY,NOONMATI,GUWAHATI	2	180

#### Extended Warranty Charges For 2nd Year ( 2 set )

(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

Buyer Specification Document/क्रेता विशिष्टि दस्तावेज़	<a href="#">Download</a>
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#### 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	Jayanta Kalita	781020,GUWAHATI REFINERY,NOONMATI,GUWAHATI	2	180

### Extended Warranty Charges For 3rd Year ( 2 set )

(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

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### 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	Jayanta Kalita	781020,GUWAHATI REFINERY,NOONMATI,GUWAHATI	2	180

### M&I Shutdown Services Charges For 1st Year ( 2 set )

(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

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### 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	Jayanta Kalita	781020,GUWAHATI REFINERY,NOONMATI,GUWAHATI	2	180

### M&I Shutdown Services Charges For 2nd Year ( 2 set )

(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

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### 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	Jayanta Kalita	781020,GUWAHATI REFINERY,NOONMATI,GUWAHATI	2	180

### Buyer added Bid Specific Additional Scope of Work

S.No.क्र.सं.	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
1	ANNEXURE A <a href="#">View</a>	ANNEXURE A	Supply Of DCS For INDMAX And N2 Unit(1),Supply Of DCS For SRU(1),Installation Of DCS For INDMAX And N2 Unit(1),Installation Of DCS For SRU(1),Extended Warranty Charges For 1st Year(2),Extended Warranty Charges For 2nd Year(2),Extended Warranty Charges For 3rd Year(2),M&I Shutdown Services Charges For 1st Year(2),M&I Shutdown Services Charges For 2nd Year(2)



S.No.क्र.सं .	Document Title	Description	Applicable/रिवर्स प्रभार के अनुसार जीएसटी i.r.o. Items
2	HARDWARE DETAILS <a href="#">View</a>	HARDWARE DETAILS	Supply Of DCS For INDMAX And N2 Unit(1),Supply Of DCS For SRU(1),Installation Of DCS For INDMAX And N2 Unit(1),Installation Of DCS For SRU(1),Extended Warranty Charges For 1st Year(2),Extended Warranty Charges For 2nd Year(2),Extended Warranty Charges For 3rd Year(2),M&I Shutdown Services Charges For 1st Year(2),M&I Shutdown Services Charges For 2nd Year(2)
3	QAP <a href="#">View</a>	QAP	Supply Of DCS For INDMAX And N2 Unit(1),Supply Of DCS For SRU(1),Installation Of DCS For INDMAX And N2 Unit(1),Installation Of DCS For SRU(1),Extended Warranty Charges For 1st Year(2),Extended Warranty Charges For 2nd Year(2),Extended Warranty Charges For 3rd Year(2),M&I Shutdown Services Charges For 1st Year(2),M&I Shutdown Services Charges For 2nd Year(2)
4	Declaration/Annexure s <a href="#">View</a>	Bidder to mandatorily submit dilled filled, signed and stamped of copy of enclosed each declaration in prescribed format	Supply Of DCS For INDMAX And N2 Unit(1),Supply Of DCS For SRU(1),Installation Of DCS For INDMAX And N2 Unit(1),Installation Of DCS For SRU(1),Extended Warranty Charges For 1st Year(2),Extended Warranty Charges For 2nd Year(2),Extended Warranty Charges For 3rd Year(2),M&I Shutdown Services Charges For 1st Year(2),M&I Shutdown Services Charges For 2nd Year(2)

The uploaded document only contains Buyer specific Additional Scope of Work and / or Drawings for the bid items added with due approval of Buyer's competent authority. Buyer has certified that these additional scope and drawings are generalized and would not lead to any restrictive bidding.

## 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. Scope of Supply

Scope of supply (Bid price to include all cost components) : Supply Installation Testing Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

### 3. Inspection

#### THIRD PARTY INSPECTION for IOCL:

Goods and Services shall be subjected to stage wise and final inspection by any of the IOCL approved Third Party Inspection (TPI) agency

List enclosed

, and TPI charges are included in quoted prices, and no additional charges 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:

- i. i) 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 fees payable to third party inspectors.
- ii. ii) Inclusive of all IBR/IGC/NACE/Radiography charges as per IOCL's technical specifications and the documents enclosed with the TENDER.
- iii. iii) 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.

[Click here to view the file](#)

### 4. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

#### 1) Past Project Experience

Commercial Experience Criteria for Goods:

For experience, the order(s) executed by the bidder, during the last five years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls, should be considered as under:

Three orders each executed for "similar item" **Supply and installation of DCS** where executed value is not less than the amount equal to **Rs. 3,47,97,162.78**

**OR**

Two orders each executed for "similar item" **Supply and installation of DCS** where executed value is not less than the amount equal to **Rs. 4,63,96,217.04**

**OR**

One order executed for "similar item" **Supply and installation of DCS** where executed value is not less than the amount equal to **Rs. 5,79,95,271.31**

FOR- Destination price (inclusive of all tax and duties) shall be considered for arriving at executed value. Last date of order execution may fall in the above-mentioned period i.e. within last five years ending on the last day of the month immediately preceding the month in which the last date of bid submission falls without considering any extensions.

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

### Notes on Pre-Qualification Criteria:

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

SN	Scenario	Financial credentials	Techno-commercial Experience Criteria
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.

If JV is allowed in the tender, then the partner company on the basis of whom the JV qualifies in the tender should have minimum 50% equity holding in the 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.

## 2) Documents acceptable against Commercial Pre Qualification Criteria (CPQC):

For fulfilling the commercial experience criteria any one of the following documents of "similar item" may be considered as valid proof for meeting the 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 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.

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. In case any other document is submitted by the bidder in support of execution, the same shall be properly checked by the concerned officers before acceptance.

**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.**

### **3) Details of documents submitted against Tender "Pre Qualification Criteria"**

<b>Sl. No.</b>	<b>Documents submitted to support compliance</b>	<b>Full address of the client and contact person (Name &amp; Details i.e. Mail ID, Mobile No. etc) if applicable</b>
1.		
2.		
3.		
4.		

### **4) Technical Pre Qualification Criteria: Applicable**

1. The bidder must be OEM of Distributed control systems and should have designed, engineered, assembled, tested, conducted factory acceptance testing of the system, Supplied, carried out installation, site testing and commissioning of at least one Distributed Control System in last ten (10) years in single project at any hydrocarbon industry (like Refinery, Petrochemicals, On shore gas processing, offshore, fertilizer).

***Bidder to provide product catalogue for the offered product for proof of OEM. Bidder to submit PO copy along with SAT/MOM copy in support of same.***

2. The make and model of the offered Distributed control systems shall be from existing regular product range of manufacturer.

***Bidder to provide undertaking letter for the same.***

**5) Financial Pre Qualification Criteria: Applicable**

The annual turnover of the bidder during any of the preceding three financial years should be at least **Rs. 6,95,94,325.57.**

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 foreign bidders, relevant tax returns of their country showing annual turnover
- iv. In case of GeM, pre verified turnover of bidder shown on GeM portal can be considered.
- v. Any other documents which a bidder may submit in support of meeting the ATO requirement, the same shall be checked by the concerned officers for meeting the PQC requirement before acceptance.

Note: In case the tender 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).

**6)** Bidder to upload the Integrity Agreement in the format enclosed in the tender, duly signed and stamped along with covering letter. The signed IP should be complete in all respect and is required to be uploaded in the tender portal along with the Bid. Bid not having the duly signed IP attached with it shall be liable for rejection. Partial submission of IP document will also not be considered. The "Integrity Pact document" should be included in the "list of documents" to be submitted with the tender. The details of Indian Oil's Nodal Officer & Independent External Monitors (IEMs) are available on **[www.iocl.com/Integrity%20Pact](http://www.iocl.com/Integrity%20Pact)**.

Details of Indian Oil's Nodal Officer & Independent External Monitors (IEMS) for Implementation of Integrity Pact is as follows:

**Nodal Officer:** Mr. Sanjay Kaushal; kaushals@@indianoil.in

**IEMs:**

Ø Mr. Vijai Prakash Pathak

Ø Mr. Ashok V Subhedar

Ø Mr. K.D. Tripathi

**Common e-mail id of IEMs:** [iem-iocl@indianoil.in](mailto:iem-iocl@indianoil.in)

- 7)** 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 clients details with names, address, phone numbers and e-mail id with the understanding that IOCL may contact the bidder's client to verify the PQC documents. Wherever required, bidders may have to submit notarized / verified copy of PQC documents. Non submission of these documents, if asked for, will lead to rejection of offer. Should IOCL decide to place order pending verification of PQC documents, payment shall be made only after completion of order. If at any stage, the PQC documents are found to be forged / false / fake, suitable penal action shall be taken, which may include offer rejection, EMD forfeiture, termination of order (wherever applicable) and holiday listing / suspension (in GeM) of the bidder / vendor.
- 8)** Bidders are requested to quote competitive prices considering the fact that price negotiations, if required, to be held with the lowest bidder only.
- 9)** In case of involvement of foreign Vendors, tenders can be submitted either by the Vendor directly or through their Indian Agent / representative on behalf of them, but not both. The Indian Agent / representative should represent only one Vendor and he should not be allowed to quote on behalf of another Vendor or for the same tender. Commissions and scope of services to/by the agents should be explicit and transparent in the bids/contracts.
- 10)** In cases of agents quoting on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorize only one agent / dealer. There can be only one bid from the following:
1. The principal manufacturer directly or through one Indian agent on his behalf; and
  2. Indian / foreign agent on behalf of only one principal
- 11)** Tendering can be abandoned without assigning any reason. No compensation shall be paid for the efforts made by the bidder.
- 12)** IOCL reserves the right to accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.
- 13)** 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.
- 14)** If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, and suitable penal action taken which may include EMD forfeiture (if any) and / or holiday listing action as per the discretion of IOCL.
- 15)** 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.
- 16)** Cartel formation, bid rigging, collusive bidding are against the basic principle of competitive bidding and defeats the very purpose of open and competitive tendering system. Such practices are severely discouraged. Suitable administrative actions which include but not limited to rejecting the offers, holiday listing action as per policy in vogue for breach of integrity may be initiated in such cases.

**17) Delivery period for supply of material:** 6 months from date of PO; **Completion period for installation job:** 30 days from date of site handover

**18) Payment terms is mentioned in technical specification document. Refer clause no: 23 of technical specification document.**

**19) Special condition related to Payment terms**

- a) Payment for all the goods and services shall be made within 45 days from the day of acceptance / deemed acceptance.
- b) The day of acceptance shall be the day of actual delivery of goods or rendering of services. However, if any objection is made in writing by the buyer within 15 days from the day of the delivery of goods or rendering of services, the day of acceptance shall be the day on which such objection is removed by the vendor. If no objection is made in writing by the buyer within 15 days, day of actual delivery of goods or rendering of services shall be the day of deemed acceptance.

**20) PURCHASE PREFERENCE TO CLASS 1 LOCAL SUPPLIER:** Applicable

Only Class 1 & Class 2 Local suppliers are allowed to participate in this tender, as per the Public Procurement (preference to Make-in -India) order 2017. the bidder shall provide percentage of local content in the bid. The bidder shall also submit 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 (Local Content) requirement and such undertaking shall become part of the contract.

**21) Bid security declaration:** Applicable

Bidder to note that Earnest Money Deposit (EMD) is not applicable for the subject tender. In lieu of Earnest Money Deposit, Bidders are required to furnish Bid Security Declaration, as per the format enclosed in additional scope of work. Bid Security Declaration shall be applicable for all Bidders irrespective of their status as MSE / Start-up /any exempted bidder category. Not submission of Bid security declaration in prescribed format and on company's letter will lead to rejection of offer.

**22) PBG:** Applicable

Bank Guarantee is an agreement between Bank and beneficiary (IOCL) and the same is issued directly by the bank in favor of beneficiary. Accordingly, the stamp paper of appropriate value is required to be purchased in the name of the bank issuing the guarantee. In the stamp paper, First Party to the Bank Guarantee should be the Bank issuing the Guarantee and the Second Party should be the Beneficiary i.e. IOCL.

**23) TPI:** Applicable

Goods and Services shall be subjected to stage wise and final inspection by any of the IOCL approved Third Party Inspection TPI) agency, and TPI charges are included in quoted prices, and no additional charges 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:

- i) 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 fees payable to third party

arty inspectors.

- ii) Inclusive of all IBR/IGC/NACE/Radiography charges as per IOCL's technical specifications and the documents enclosed with the TENDER.
- iii) 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.

**Scope of TPI:** Bidders must note that pre-dispatch inspection through any IOCL approved Third Party Inspection Agency (TPIA) will be required at their works before dispatch. Further, the supplied materials will have to be duly supported by the Release Notes issued by the TPIA. Bidders must also note that organizing such inspection shall be in their scope. TPI Release Note shall accompany supplied materials. Please note that proper stamping / embossing shall be there to establish traceability of the TPI Release Notes with the supplied materials.

Third party Inspection shall be from any one of the below mentioned IOCL approved agencies only:

1. M/s ABS Industrial Verification (India) Pvt. Ltd.
2. M/s Bureau Veritas (India) Pvt. Ltd
3. M/s Certification Engineers International Limited
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 TÜV India Private Limited
13. M/s TUV Rheinland (India) Pvt. Ltd.
14. M/s TUV SUD South Asia Pvt Limited
15. M/s VCS Quality Services Private Limited

Note:

1. MTC (material Test Certificate) endorsed by Original manufacturer to be checked by TPIA during inspection.
2. Deviations to be elaborated in Inspection visit report. In case there is any deviation during inspection, information to be shared with end user.
3. Externally painted pipe and fittings shall not be inspected by TPIA. TPIA have to insist for removal of paint for material inspection.
4. TPIA should deploy qualified and experienced engineers / inspectors instead of freelancers.
5. IOCL approved QAP is to be adhered of for all material procurement.
6. Validity of the above TPI agencies is **till 30.4.2026 or till the satisfactory performance of the agency whichever is earlier.**
7. 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.

8. Provision to be made in the PO so that 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.

9. 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.

**24) Bidders are requested to submit duly filled, signed and stamped copy of each declarations/undertakings enclosed in additional scope of work.**

**25)** Any bidder (including an Indian bidder) who has a Specified Transfer of Technology (ToT) arrangement with an entity from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the Competent Authority.

**26)** Any clarification (technical/commercial) shall be considered only through representation on GeM portal and not through mail.

**27) PBG requirement shall be relaxed by 50% in case of MSEs owned by SC/ST & Women Entrepreneurs. Bidder to provide a declaration along with their offer in case they are eligible and want to avail this relaxation along with relevant documentary proof. Subject relaxation is applicable for MSE manufacturers of tendered items.**

**28) Interest Prohibition Clause:**

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

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

**29)** Where a Foreign bidder, in its offer, assigns part order to an Indian Entity, which is not its subsidiary, the same shall be accepted subject to such Indian entity having executed at least one order (irrespective of value) for the scope that is proposed to be assigned to it.

**30)** 'Government of India has implemented the Trade Receivables Discounting System (TReDS). TReDS is an institutional mechanism set up in order to facilitate the financing of trade receivables of MSMEs from corporate buyers through invoice financing by multiple financiers. IOCL is already registered on the following TReDS Platforms:

1. Receivables Exchange of India Ltd (RXIL)

Website: <https://www.rxil.in/>

Address: Receivables Exchange of India Limited, 701-702, 7th Floor, Supremus, E Wing, I-Think Tec

hno Campus, Kanjurmarg East, Mumbai 400042.

2. M1xchange

Website: <https://www.m1xchange.com/>

Address: Unit No. A/04-01 to A/04-6D and A/04-07, 4th Floor Tower A, Reach Commercial, Sector 68, Gurugram -122101, Haryana

MSME bidders are requested to register on the TReDS platform'.

**31) Vendor Invoice Management:**

**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 **17.05.2023**, **original copy of invoice** raised on **this office** against PO shall be submitted in the following manner: -

1. **Digitally signed original invoice** can be submitted by registering into vendor portal (E-Vidit portal) in which case no hard copy is required to be sent. Vendors are encouraged to use vendor portal for expeditious settlement of their invoice.

The link to the vendor portal is

<https://apps.indianoil.in/vim>

Help Manual of portal for use by vendors is attached herewith.

2. **Alternatively**, originally signed invoice in physical form can be sent to the following address: -

Indian Oil Corporation Limited

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

A 26, Rani Ramgarh Road,

Block A, Industrial Area,

Sector 62, NOIDA,

Uttar Pradesh.

**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 **IOCL, Guwahati refinery**.

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: -

### **1. Invoice Requirement - Physical**

**Digitally signed invoice uploaded through Vendor Portal is preferred.** ( <https://apps.indianoil.in/vim>)

However, where vendor submits the physical copy of the invoice, following points may be ensured: -

- Ø It should not be handwritten invoice.
- Ø It should be in English language only.
- Ø It should not be photocopy.
- Ø It should not be carbon copy.
- Ø It should not be Dot Matrix Print copy.
- Ø Invoice should not be damaged or tampered and should always be preserved in original state.
- Ø Writing of comments, remarks etc. on the Invoice may be avoided.

**Needless to mention, invoice must be in the name of Indian Oil Corporation Limited.**

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

- - Mention PO Number on Invoice where invoice is raised against SAP Order
  - 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**

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- Ensure that Bank Guarantee, wherever applicable, has been submitted at **IOCL, Guwahati refinery** as per required format
- Ensure submission of all the documents at **IOCL, Guwahati refinery** 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>
Chatbot	<a href="http://www.gs.im/in/62ab1e374af1d">www.gs.im/in/62ab1e374af1d</a>
Helpdesk Phone	+91 120 6730555

**Note: Digitally signed Invoice is to be uploaded through E-Vidit Portal. Vendor is requested to not send hard copy of invoice when Digital invoice is already submitted successfully on E-Vidit portal, as this may delay the payment process.**

### **32) Documents Required for Vehicle Entry:**

Please note, a vehicle carrying the material to IOCL Guwahati Refinery must have the following documents in Original:

1. VALID DRIVING LICENSE IN ORIGINAL
2. VALID ROAD PERMIT IN ORIGINAL
3. VALID RC IN ORIGINAL
4. FITNESS CERTIFICATE IN ORIGINAL
5. VALID INSURANCE IN ORIGINAL
6. FIRE EXTINGUISHER AVAILABLE IN THE VEHICLE
7. VALID POLLUTION CERTIFICATE IN ORIGINAL
8. DRIVER WITH PPE COMPLIANCE (Should wear Safety Shoes)
9. BATTERY OF VEHICLE IS COVERED AND LOCKED
10. ADDITIONAL TYRE/SPARE TYRE IS AVAILABLE IN THE VEHICLE
11. DOCUMENTS OF THE MATERIAL LOADED ON THE VEHICLE / TRUCK
12. PLEASE ENSURE MOBILE, MATCH BOX OR OTHER FLAMMABLE ITEMS ARE NOT ALLOWED.

### **33) Dealing officers from IOCL:**

Mr. Aditya Jaiswal, MTM (Purchase) – [a\\_jaiswal@indianoil.in](mailto:a_jaiswal@indianoil.in), PH- 0361-259-7261

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**Alternate:**

Mr. A Gogoi, SMTM (purchase) - [GogoiA@indianoil.in](mailto:GogoiA@indianoil.in), PH- 0361-259-7267

Mr. N K Thoumoung, DGM (Mat) - [kent@indianoil.in](mailto:kent@indianoil.in), PH- 0361-259-7251

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**For Material receipt/ GRN:**

Mr. J Kalita, MTM (Stores) - [kalitajayanta@indianoil.in](mailto:kalitajayanta@indianoil.in), PH- 0361-259-7259

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**For Payment:**

VIM helpdesk- [VIMHelpdesk@indianoil.in](mailto:VIMHelpdesk@indianoil.in), PH- +91 120 6730555

Mr. Vimal Anand, AACO - [anandrv@indianoil.in](mailto:anandrv@indianoil.in), PH- 0361-259-7219

**NB: Bidder needs to strictly comply all other terms and conditions mentioned in the technical specification sheet or else your offer may be liable for rejection.**

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## **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.

## **Additional Clause For Comprehensive Maintenance Charges**

1.CMC shall include preventive maintenance including calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, after satisfactory completion of Warranty. During the CMC period commencing from date of the successful completion of warranty period, Service personnel shall visit each consignee site as recommended in the manufacturer's technical/ service /operational manual, at least once in six months or as per user requirement. Cost of consumables shall not be included in CMC.Further there will be 98% uptime warranty during CMC period on 24 (hrs) X 7 (days) X 365 (days) basis, with penalty, to extend CMC period by double the downtime period.

2.CMC charges to be indicated as percentage of cost of equipment quoted for each year after the warranty period.

3.GST shall be included in the CMC Charges quoted.

4.Cost of CMC will be added for Ranking/Evaluation purpose with depreciation formula.A 10% discounting rate per year shall be applied on CMC Charges for price evaluation on Net Present Value.

5.The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user.

6.While creating a bid or RA, buyers shall indicate whether CMC is required against Yes/No" options. If CMC Charges are included, an option for number of years for CMC required after the warranty period shall be available.Under this option up to 10 years can be chosen for CMC charges beyond warranty period.

7.In case the bid has a provision for CMC, the warranty of the product will also be deemed to have been converted into Comprehensive warranty including preventive maintenance and calibration as per technical/ service /operational manual of the manufacturer, service charges and spares, during the Warranty Period also. Sellers are therefore advised to include the cost of Comprehensive Warranty including spares (excluding consumables) also in product Cost.

8.The CMC functionality shall be available in bid only and no direct RA shall be applicable.In case of bid to R/A decrement rules shall be applicable on total price inclusive of CMC charges. Bunching of products shall not be available while creating bids with CMC charges.

8.1.Buyer shall indicate number of years of warranty by selecting different options available in the field depending on warranty parameter applicable in category parameters for the equipment. No. of years of warranty indicated here shall supersede the warranty period indicated elsewhere in bid or product specifications. The Seller while participating in Bid/RA will get fields to indicate CMC charges as percentage depending on number of years of CMC selected by Buyer. The following shall be applicable, if 5 year CMC selected:

CMC charges for 1st year after warranty period- Percentage to be indicated- A1

CMC charges for 2nd year after warranty period- Percentage to be indicated- A2

CMC charges for 3rd year after warranty period - Percentage to be indicated- A3

CMC charges for 4th year after warranty period - Percentage to be indicated- A4

CMC charges for 5th year after warranty period - Percentage to be indicated- A5

Similarly, A6 to A10 are to be indicated for 6th to 10th year of CMC if applicable.

8.2.The calculation of CMC Charges shall take into account the number of years of warranty and duration of CMC as specified while creating bid.

8.3.In the price evaluation, the system shall provide function to calculate the cost of each equipment by formula indicated below includingCMC and then show the inter-se-ranking of the bidders. The following are the variables

(i) Number of years for which CMC required.

(ii) Number of years of product warranty

The formula for calculating total cost including CMC charges shall be as under:

Total Cost for evaluation=

$C + C * \{ (A1/100)/(1.10^n) + (A2/100)/(1.10^{n+1}) + (A3/100)/(1.10^{n+2}) + (A4/100)/(1.10^{n+3}) + (A5/100)/(1.10^{n+4}) \}$  and so on

C - Cost for equipment quoted and n shall be number of years of product warranty specified.

If 2 year warranty specified, n shall be 2 and if 5 year warranty specified, n shall be 5. A1,A2, A3, A4& A5shall depend on how many years CMC selected. For3 yearCMC, only A1,A2 and A3 factors are to be taken into account and A4 and A5 will not be applicable.

8.4.CMC charges offered for each subsequent year should be same or higher than preceding year.

8.5.The CMC charges shall be offered within range of 3 to 10% of cost of equipment.

9. Since CMC charges are to be paid only later for each year during CMC period, applicable performance guarantee amount after placement of contract shall be based on the cost of equipment excluding the cost of CMC Charges.

10. Performance bank guarantee applicable for CMC is to be submitted at start of the CMC and shall be applicable between 2.5% to 10% as specified in bid on total CMC Charges. The PBG submitted after award of contract shall be released only after new PBG for the CMC period is submitted and accepted by buyer/consignee after due verification. Bank guarantee for CMC is to remain valid till completion of CMC period plus one year. The bank guarantee for CMC shall be submitted to buyer directly. In case, seller fails to submit the PBG or does not provide services for the CMC contract after expiry of warranty period then PBG of equipment shall be forfeited.

11. In case of splitting of order quantity, equipment cost and CMC charges offered by L1 bidder shall be matched by higher quoting eligible bidders on one-to-one basis. The equipment cost and CMC charges (year to year) shall be matched individually.

12. The CMC Contract shall be an offline contract to be handled by buyer. The payment of CMC will be made on quarterly basis after satisfactory completion of said period, duly certified by end user and scope of CMC will be as per para 1 above.

13. CMC Charges are inclusive of all the charges for Transportation, Lodging, Boarding, all insurances including third party insurance and all other incidental charges. The same shall include GST. The prices also include cost of spares and damaged parts. Purchaser does not have any liability, whatsoever, over and above the cost of CMC. It also includes for arranging hand tools & tackles, special tools etc. required to carry out the work.

[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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**