

**Bid Document/ बिड दस्तावेज़**

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	07-06-2024 15:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	07-06-2024 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 Haldia Refinery
Total Quantity/कुल मात्रा	10000
Item Category/मद केटेगरी	CABLE, CU, 3CX2.5SQ. MM, XLPE INSU, ARM
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	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

Required/आवश्यकता	No
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#### 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 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.

**CABLE, CU, 3CX2.5SQ. MM, XLPE INSU, ARM ( 10000 meter )**

**(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	Lokesh Meena	721606,MATERIALS STORES DEPARTMENT, IOCL HALDIA REFINERY, HALDIA,	10000	90

**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**

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.

**3. Generic**

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

**4. 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.

## 5. Scope of Supply

Scope of supply (Bid price to include all cost components) : Only supply of Goods

## 6. 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

TPI

, 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](#)

## 7. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### 1. BUYER ADDED BID SPECIFIC ATC

1.	<b>Tender ID</b>	Please refer to GeM bid document
2.	<b>Tender Reference No.</b>	<b>RHM23R2136</b>
3a.	<b>Type of Tender</b>	GeM Custom Catalogue Bidding
3b.	<b>Type of Bidding</b>	(Two Bid System)
3c.	<b>Reverse Auction</b>	Please refer to GeM bid document
3d.	<b>Pre Bid Meeting</b>	<b>Not Applicable</b>
4.	<b>Tender / Item Description</b>	<b>Supply of Control Cable.</b>
5.	<b>Location (s) of Work</b>	IOCL Haldia Refinery, Haldia West Bengal; Pin Code - 721606
6.	<b>Earnest Money Deposit (EMD)</b>	<b>Not Applicable</b>

7.	<b>Contact Person Detail</b>	<p>Ramesh Mandal, Designation: AM(Materials) LL +91-3224-223488; Email id <a href="mailto:mandalr2@indianoil.in">mandalr2@indianoil.in</a></p> <p>Ayusman Banerjee, Designation: SMTM LL +91-3224-223453; Email id. banerjeea@indianoil.in</p> <p>Ashwin Kumar, Designation: CMTM LL +91-3224-223405; Email id. sevariaak@indianoil.in</p>
8.	<b>Integrity Pact (IP)</b>	<b>Not Applicable</b>
9.	<b>Pre-Qualification Criteria (PQC)</b>	
9a.	<b>Technical PQC:</b>	
	<b>Not Applicable</b>	
9b.	<b>Commercial Experience PQC:</b>	
	<p><b>Applicable (as Below)</b></p> <p>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 original bid submission end date falls, should be considered as under:-</p> <p>Three orders each <b>executed</b> for “Similar Item” where executed value is not less than <b>INR 3.33 Lakhs</b>.</p> <p>OR</p> <p>Two orders each <b>executed</b> for “Similar Item” where executed value is not less than <b>INR 4.44 Lakhs</b></p> <p>OR</p> <p>One order <b>executed</b> for “Similar Item” where executed value is not less than <b>INR 5.55 Lakhs</b></p> <p># <b>Similar item</b> for this tender is to be read as “<b>Supply of LT/HT Cable</b>”.</p> <p>-</p> <p><b>Note:-</b></p> <p><b>Please refer “INSTRUCTION FOR COMPLIANCE OF PRE-QUALIFICATION CRITERIA (PQC)” for required documents to fulfil commercial experience PQ Criteria.</b></p>	
9c.	<b>Financial PQC:</b>	

	<b>Not Applicable</b>
<b>10a.</b>	<b>Delivery Period for Supply</b>
	<p>Our preferred delivery period for supply is 90 <b>days</b>. The bidder to quote their earliest firm delivery period.</p> <p>This delivery period shall be reckoned from the date of GeM Order. Date of LR / RR / Coastal Bill of Lading shall be considered as Date of Delivery.</p> <p><b>NOTE:-</b></p> <p>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.</p>
<b>10b.</b>	<b>Time Period For Site Work/ Services</b>
	Not Applicable
<b>11.</b>	<b>Third Party Inspection-Applicable</b>
	<p>TPI is applicable in this tender, bidder to refer the list of IOCL approved TPI agencies attached as Annexure separately in this document.</p> <p>Goods and Services shall be subjected to stage wise and final inspection by any of the IOCL approved Third Party Inspection (TPI) agency Anyone from the attached list of nominated Third Party Agencies, and TPI charges are included in quoted prices, and no additional charges shall be paid by Owner.</p> <p>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.</p> <p>Quoted prices are:</p> <ul style="list-style-type: none"> <li>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.</li> <li>ii. Inclusive of all IBR/IGC/NACE/Radiography charges as per IOCL's technical specifications and the documents enclosed with the TENDER.</li> <li>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.</li> </ul>
<b>12.</b>	<b>IBR</b>
	<p>Please refer tender technical specification for IBR requirement, if any.</p> <p>In case if IBR is applicable then IBR inspection shall be applicable for IBR items and Third Party Inspection shall also be applicable in addition to the IBR inspection for IBR items.</p>
<b>13.</b>	<b>Payment Term</b>
	100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills.

	<b>Guarantee/Warranty (Defect liability period)</b>
14.	Materials shall be guaranteed for a period of 6 months from the date of last dispatch. Guarantee / Warranty clause mentioned herein shall prevail over the Guarantee / Warranty clause mentioned elsewhere in the tender documents
15.	<b>PWCAMC/PWAMC</b>
	Not Applicable
16.	<b>Performance Bank Guarantee (PBG)</b>
	Not Applicable
17.	<b>Site Work</b>
	Not Applicable
18.	<b>Evaluation criteria:</b>
	Please refer to GeM bid document
19.	<b>Tendered item quantity Divisible / Non-Divisible</b>
	Please refer to GeM bid document
20.	<b>Applicability of PPP-MI policy</b>
	Please refer to GeM bid document
21.	<b>Applicability of DMIS policy</b>
	Please refer to GeM bid document
22.	<b>Minimum % of Local Content required in this tender</b>
	Please refer to GeM bid document
23.	<b>Complete Schedule</b>
	Complete schedule of procurement shall be from date of issuing of the tender to date of opening of tender along with extension thereof if any plus offer validity of 120 days and extension thereof if any.
24.	<b>Zero Deviation Bidding (ZDB) : Applicable</b>
	"Bid shall be submitted on <b>Zero Deviation Basis</b> . Accordingly offer is to be submitted in complete compliance to the tender terms & conditions (both technical and commercial) without any deviation. Offer with deviation shall be rejected outright without any further correspondence. In view of this, bidder shall ensure submission of complete bid without any deviation as per requirement of enquiry document in the first instance itself"
25.	<b>Quantity Tolerance : Applicable + 2.5%</b>

In case of any conflict in the terms mentioned in this BUYER ADDED BID SPECIFIC ATC anywhere in the tender, the terms indicated in BUYER ADDED BID SPECIFIC ATC shall supercede. In the event of any irreconcilable conflicts, the hierarchy for the acceptance shall be

Buyer Added Bid Specific ATC

Scope & Technical Specifications of Tender

Bid Document

GeM General Terms & Conditions

**Address of the Tender Issuing Authority**

**Deputy General Manager (Materials)**

**Haldia Refinery, PO: Haldia Refinery**

Haldia -721606 West Bengal

LL:- +91-3224-22311

Email id. santrahs@indianoil.com

**2.Check List of documents to be submitted with offer**

Sr. No.	Description	Remarks (Yes / No)
1	Documents towards compliance of Commercial Pre-Qualification Criteria (PO copy with <b>proof of execution</b> )	
2	Documents towards compliance of Financial Pre-Qualification Criteria ( <b>Audited</b> annual turnover details with balance sheet/P&L statement)	
3	Technical PQC + Datasheets duly filled with relevant data wherever required as per tender	
4	Declaration of proceedings under Insolvency and Bankruptcy Code,2016 (Annexure-1)	
5	Declaration of Black listing / Holiday listing (Annexure-2)	
6	<b>BSD</b> submitted in bidder's letter head (Annexure-3)	
7	Deviations Statement – Technical, if any (Annexure-4)	
8	Undertaking of <b>PPP MII</b> copy submitted (Annexure-5)	
9	<b>UDYAM</b> copy submitted (For MSEs)	

10	Certificates / Undertakings/Declarations, etc in compliance to Government Policies <u>as applicable</u> as per tender requirement  Undertaking related to Insolvency & Bankruptcy Code, 2016  Documents related to Start Ups, if applicable	
11	Relevant Power of Attorney	
12	Miscellaneous Documents	

**Kindly upload this file with all Annexures duly filled, signed and stamped.**

#### **SCOPE OF SUPPLY CUM TECHNICAL SPECIFICATION DOCUMENTS**

Refer "Enquiry-cum-Offer" and all other technical documents (if any) under head "Technical Specifications" of bid document.

Please refer document named as "Enquiry Cum Offer" under head "Technical Specifications" of bid document . Item sr. no. 0010, 0020, 0030....and so on of "Enquiry Cum Offer" document refers to schedule 1, 2, 3.... and so on of GeM bid document.

#### **IMPORTANT INFORMATION**

**No deviation shall be accepted on tendered payment terms, PBG clause and PRS clause. The offer of vendors insisting for deviations on these clauses shall be rejected.**

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**Delivery Period:** Delivery period mentioned in Bid Documents is IOCL's preferred delivery period. The delivery period shall be reckoned from the date of GeM contract.

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**Installation, Testing and Commissioning Period:** The Installation, Testing and Commissioning period mentioned in Bid Documents is IOCL's preferred Installation, Testing and Commissioning period. The Installation, Testing and Commissioning period shall be reckoned from the date of Site Handover.

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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

#### **Quoted prices are:**

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.

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

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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### **3. INSTRUCTIONS FOR COMPLIANCE OF PRE-QUALIFICATION CRITERIA (PQC):**

All PQC documents duly scanned to be uploaded by bidder in separate electronic envelope on the GeM portal against the GeM Bid.

1. Total Landed Cost (including Basic Order value, P&F, TPI charges, Freight charges, Taxes & Duties etc.) of order meeting similar item criteria shall be considered for arriving at the executed order value.
2. If bidders submit foreign orders in currency other than INR, same shall be converted to INR on the date of the said Purchase Order.
3. 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 original bid submission end date falls, shall be considered. The last date of order execution shall fall in the above-mentioned period.
4. For fulfilling the **Financial pre-qualification criteria** any one of the following documents may be considered as valid proof for meeting the criteria:

- 1) Audited Balance Sheet with profit & loss statement / Annual Report with Profit & Loss statement (with UDIN)
- 2) Balance sheet with Profit & Loss statement available in public domain
- 3) In case of foreign bidders, relevant tax returns of their country showing annual turnover
- 4) In case of GEM tender, Pre verified turnover of bidder shown on GeM portal can be considered.
5. **Note:** 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 **Commercial Pre-Qualification experience criteria** any one of the following documents may be considered as valid proof for meeting the criteria:

- a) 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.
- b) Purchase Order along with Bank Certificate indicating payment against the PO.
- c) 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.
- d) 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 fulfilment 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.
- e) 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.

- f) Any other document in support of order execution like Third Party Inspection release note, etc.

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#### **4. OTHER NOTES FOR PRE-QUALIFICATION CRITERIA**

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- I. The requirement for submission of audited financial statement is sometimes not accepted by some foreign bidders due to their internal / local regulation (particularly in case such bidders are subsidiaries of other foreign company).

In such case CEO / CFO's certificate in original from the company or from the parent company (in case bidder is a subsidiary) stating the turnover of the bidding entity along with a declaration that the bidding company is not in a position to submit its financial statement as per the local / internal regulation (clearly specifying the applicable regulation) with an endorsement by Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company /firm) may be accepted.

Wherever Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) is not in a position to endorse such CEO / CFO's certificate due to local regulations, CEO / CFO's certificate in original without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO / CFO certificate.

- II. In case where the bidder cites the reasons of Non-Disclosure Agreement (NDA) for its inability to submit necessary documents in support of meeting the experience criteria, a certificate, in original, certifying all the required information, issued by CEO / CFO of the company along with a declaration that the bidding company is not in a position to submit the required documents owing to the NDA with an endorsement by Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) may be accepted.

Wherever Chartered Accountant / Statutory Auditor / Certified Public Accountant (not being an employee or a Director or not having any interest in the bidder(s) company / firm) is not in a position to endorse such CEO / CFO's certificate due to local regulations, CEO / CFO's certificate in original without endorsement may be accepted provided a reference of the local regulation restricting this endorsement is given in the CEO / CFO certificate.

- III. Bids submitted on consortium basis are not acceptable, unless otherwise specified in the Tender.

- IV. IOCL reserves the right to complete the evaluation based on the details furnished with the bid without seeking any additional information.

- V. 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.

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

Sl. No.	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 an other 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.

- VII. 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.
- VIII. Offer shall be submitted ONLY on GeM portal as per the "Bid Details" mentioned in the bid document. The TECHNICAL BIDS shall be opened on or after the date and time indicated in "Bid Details". IOCL reserves the right to extend the bid end date. The PRICED BIDS of the Techno-Commercially acceptable bidders shall be scheduled for opening on GeM portal as per GEM and shall be opened on GEM portal on or after the scheduled date.
- IX. Bids in physical form sent through fax / email / courier / post will not be acceptable.
- X. Bids will be accepted only through the GeM portal. Online bids to be submitted well in advance to avoid any last minutes hurdles or inconvenience. Please note that that tender issuing authority is not responsible for the delay / non-downloading of tender document by the recipient due to any problem in accessing the GeM portal. The tender issuing authority is also not responsible for delay in uploading bids due to any problem on GeM portal.
- XI. IOCL reserves the right to complete the evaluation based on the details furnished with the bid without seeking any clarification/confirmation/additional information.
- XII. IOCL reserves the right to allow purchase preference as per tender.
- XIII. Components / spares / accessories : If a vendor does not quote for some components / spares / accessories specifically indicated in the tender for consideration along with the main equipment, the same shall

I be considered as “free supply”

- XIV. Techno-Commercially acceptable bids shall be evaluated by considering Total Price as quoted in specified location on GEM portal and the same shall be inclusive of all charges i.e. P&F, Freight, TPI and/or any other charges as applicable with inclusion of taxes & duties as applicable as per law of land for total quantities and no variation or deviation against the same shall be acceptable. Any charges mentioned anywhere in the offer shall not be considered for evaluation and ordering, unless otherwise indicated in bid. Generally the lowest bid (Item-wise) shall be accepted, unless otherwise specified/decided by IOCL in its own Interest.
- XV. In case of a tie; Decision of order will as per GEM rules & regulations only.
- XVI. The responsibility of downloading the tender documents including corrigenda, if any, and subsequent uploading of offer shall rest with the bidder.
- XVII. Bidders must submit specific loss control aspects of the offered materials.
- XVIII. Only Biodegradable packing material should be used for supply of materials.
- XIX. Suo-moto changes shall be treated as per the following matrix.

Stage	Price Increase	Price Decrease
After opening of un-priced bid	Not Acceptable. Bid shall be liable for rejection. Action shall be taken as per GeM Incident Management policy on GeM portal.	In case of suo-moto price decrease:  1. Tender evaluation shall be done without considering suo-moto price decrease.  2. Ordering shall be done considering suomoto price decrease.

- XX. In case bids have to be revalidated before Price Bid Opening beyond the originally sought validity, the same may be allowed without change in prices.
- XXI. If the party does not give validity as desired in the tender, their price bid will not be opened.
- XXII. If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated and suitable penal action taken as per GeM.
- XXIII. Bidders to quote competitive prices considering the fact that price negotiations, if required, shall be held with the lowest bidder only. After price negotiation, an MOM (Minutes of Meeting) shall be signed and agreed price shall be updated by the bidder on GeM portal.
- XXIV. Negotiations shall not be conducted with bidders as a matter of routine. However, IOCL reserves the right to conduct Negotiations.
- XXV. IOCL reserves the right to accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.
- XXVI. 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.
- XXVII. 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 affectee

d bidder(s). Tender can be abandoned without assigning any reason and no compensation shall be paid for the efforts made by the bidder.

XXVIII. A Tender is also liable for rejection in the following circumstances:

- 5) Does not pay the EMD before deadline
- 6) Does not fulfill minimum pre-qualification criteria as per the Tender Documents
- 7) Stipulates the validity period less than what is stated in the Tender Documents and refuses to extend
- 8) Stipulates their own conditions and does not agree to withdraw the deviations, rendering his bid unacceptable
- 9) Does not submit bid in the prescribed format making it impossible to evaluate the bid
- 10) Indulges in tampering of tender documents
- 11) Does not conform to any tender condition which stipulates non-conformance of tender conditions as a rejection criteria
- 12) Submits false/ fraudulent / forged documents.

Influences tender outcome

XXIX. ALL CORRESPONDENCE SHALL BE IN ENGLISH LANGUAGE ONLY.

XXX. It shall be the responsibility of the tenderers to fill complete, correct and accurate information in line with the requirements / stipulations of the tender documents, regarding their past experience and other information required to facilitate due evaluation / consideration of their tenders.

XXXI. If any information given by the bidder / tenderer is found to be incorrect in any particular, considered by the OWNER to be relevant for the evaluation of the bid / tender, or is found by the OWNER to misrepresent the facts, or if any of the documents submitted by the tenderer / bidder in support of or relevant to the bid /tender is found by the OWNER to be forged, false or fabricated, the owner may reject the bid, and without prejudice to any other right(s) of action or remedy available to the owner, the owner may forfeit the Earnest Money given by the bidder in the form of Earnest Money deposit or bank guarantee in lieu of Earnest Money Deposit in order to compensate the OWNER for the expenses incurred by it in considering the bid (and not by way of penalty) and take action as per GeM Incident Management policy on GeM portal.

XXXII. The bidder entity should ensure that only one bid is submitted by them directly or by their Agents\* on behalf of the bidder entity or as a Consortium Partner (if applicable in tender). In case it is found that bidder entity has submitted more than one bid, all their bids in the tender are liable for rejection.

- a. Agents for the above purposes would be one who agrees and is authorized to act on behalf of another, a Principal, to legally bind an individual in particular business transactions with third parties pursuant to an agency relationship.

XXXIII. Submission of bids by different offices / branches of the bidder entity will be considered as bids from the same bidder entity and will be liable for rejection.

XXXIV. **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.

- 1) Each tenderer / bidder can submit only one tender / bid for one package. The names of specialized sub-contractor(s) may, however, appear in different offers submitted by different tenderers.
  - (i) A person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format and/or in a partnership or association of persons format and/or in a company format.
  - (ii) A company shall for this purpose include any artificial person whether constituted under the laws of Indian or of any other country.
  - (iii) A person shall be deemed to have bid in a partnership format or in association of person's format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.
  - (iv) A person shall be deemed to have bid in a company format if the person holds more than 10% (ten percent) of the voting share capital of the company which has submitted a bid, or is a director of the company which has submitted a bid, or holds more than 10% (ten percent) of voting share capital in and/or is a director of a holding company of that company which has submitted the bid.
- 2) **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.**
- 3) 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.
- 4) 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.

## **5) CONDITIONS FOR DELIVERY OF GOODS :**

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Refinery being sensitive establishment from fire and safety point of view therefore vehicle shall be allowed in battery area only equipped with fire extinguisher and spark arrestor. The person entering Refinery area shall be equipped with PPEs.

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

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 IOCL site.

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. This is required for enhancing security measures for incoming material.

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 IOCL site. This shall enable CISF at IOCL site to allow them smoothly inside Refinery due to security reasons and avoiding any hassles at IOCL Gate. In case of non availability of original RC Book in the vehicle, Notarised (True Copy) of RC Book will also be accepted.

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

**Vendor to intimate dispatch details on below email IDs for advance information:**

- Chief Manager (Materials), sevariaak@indianoil.in Ph: 03224223405
- Dealing officer/ Commercial Issues: Mr. Ramesh Mandal, Assistant Manager (Materials), [mandalr2@indianoil.in](mailto:mandalr2@indianoil.in) , Ph: 03224-223488
- Mr L Meena, SMT0, email id: MEENAL@indianoil.in, Ph no/mb no: 03224223868
- Mr L Narsing, SMTM(S), email id : NARSINGL@INDIANOIL.IN, Ph no: 03224223477

**Successful Bidder (Vendor) to dispatch the materials by any bank approved road transporter s. 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 Haldia Refinery Stores.

**5.1 CLAUSE FOR GST IN SUPPLIES OF GOODS CONTRACT:**

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I. The vendor will be under the obligation for invoicing correct tax rate of tax/duties as prescribed under the GST law to IOCL, and pass on the benefits, if any, after availing input tax credit, in calculating the revised price for settlement due to impact of GST.

II. Any invoice issue on introduction of GST Law shall contain the following particulars-

- a)** Name, address and GSTIN of the supplier;
- b)** A consecutive serial number of the invoice;
- c)** Date of issue;
- d)** Name, address and GSTIN or UIN, if registered of the recipient;
- e)** Name and address of the recipient and the address of the delivery, along with the State and its code,
- f)** HSN code of goods or Accounting Code of services;
- g)** Description of goods or services;
- h)** Quantity in case of goods and unit or Unique Quantity Code thereof;
- i)** Total value of supply of goods or services or both;
- j)** Taxable value of supply of goods or services or both taking into discount or abatement if any;
- k)** Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- l)** Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- m)** Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce;
- n)** Address of the delivery where the same is different from the place of supply;
- o)** Whether the tax is payable under Reverse Charge basis and
- p)** Signature or digital signature of the supplier or his authorised representative.

III. GST invoice shall be prepared in triplicate, in case of supply of goods, in the following manner-

- a) The original copy being marked as ORIGINAL FOR RECIPIENT;
- b) The duplicate copy being marked as DUPLICATE FOR TRANSPORTER and
- c) The triplicate copy being marked as TRIPLICATE FOR SUPPLIER.

IV. In case of any advance given against any supplies contract, the supplier of the goods shall issue Receipt Voucher containing the following particulars-

- a. Name, address and GSTIN of the supplier;
- b. Serial number of the voucher;
- c. Date of its issue;
- d. Name, address and GSTIN or UIN if registered of the recipient;
- e. Description of goods;
- f. Amount of advance taken;
- g. Rate of tax (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- h. Amount of tax charged in respect of taxable goods or services (Central Tax, State Tax, Integrated Tax (for inter-state supply), Union Territory Tax or cess);
- i. Place of supply along with the name of State, in case of supply in the course of inter-state trade or commerce ;
- j. Whether the tax is payable under Reverse Charge basis and
- k. Signature or digital signature of the supplier or his authorised representative.

**“The Bidder/Vendor/contractor/consultant would be liable to reimburse or make good of amount equivalent to the value of GST charged in tax invoice/debit note to IOCL along with other consequential implications in cases where contractor/supplier defaults in deposit of taxes to Govt. or non updation / incorrect updation of the invoice data in GSTN network or non-filing of returns or wrongly charges Integrated Tax in place of Central Tax + State/Union Territory Tax or vice versa or any other non-compliance of GST laws; by issuance of suitable credit note to IOCL. In case, contractor/supplier does not issue credit note to IOCL, IOCL would be constrained to recover the amount with consequential implications including interest / penalty payable.”**

## **5.2 IMPLEMENTATION OF INSOLVENCY AND BANKRUPTCY CODE, 2016 (IBC)**

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

Bidder(s) who are undergoing insolvency resolution process or liquidation or bankruptcy proceeding under Insolvency and Bankruptcy Code, 2016 (Code) or any other applicable law (in case where Code is not applicable).

Bidder(s) whose insolvency resolution process or liquidation or bankruptcy proceeding is initiated under the Code or any other applicable law (in case where Code is not applicable) at any stage of evaluation of the bid. In case where the bid of the L-1 bidder is rejected on the aforesaid grounds during the period between Price-Bid-Opening and Award-of-Contract, then the bid of the next higher eligible bidder will be considered for further processing.

It will be the responsibility of the bidder to inform IOCL within 15 days from the order passed by the Adjudicating Authority, namely National Company Law Tribunal (NCLT) or Debt Recovery Tribunal (DRT) under the Code or any other applicable law (in case where Code is not applicable).

If bidder refuses or fails to share the information regarding their status of insolvency resolution process or liquidation or bankruptcy proceeding in their bid or at any later stage, their offer is liable to be rejected by IOCL.

After the award of contract, IOCL reserves the right to cancel and terminate the contract without any liability on the part of IOCL immediately on the commencement of insolvency resolution process or liquidation or bankruptcy proceeding of any party under the contract. Any unsettled advance paid to the party shall be immediately refunded to IOCL.

IOCL reserves its right to evaluate and finalize the bid without considering the bid of any party undergoing insolvency resolution process or liquidation or bankruptcy proceeding under the Code regardless of the stage of tendering.

A Declaration / Undertaking shall be submitted by the bidder along with the techno-commercial bid in the prescribed format **“PROFORMA FOR DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY”**, as appended with this document.

### **5.3 INTEGRITY PACT AGREEMENT (IP/IA) : NOT APPLICABLE**

#### **Penalties for Violation / Non-adherence of safety procedures and practices (Applicable for Tenders/Purchase Orders involving site work):**

Violation of applicable Safety, Health and Environment related norm a penalty of Rs.5,000.00 per occasion.

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.

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.

### **5.4 Special Safety Conditions for site jobs (if any).**

Contractor / Vendor personnel shall not wear loose clothing while working around rotating machinery and equipment. All Contractor personnel shall mandatorily wear IFR Coverall before entering in battery limit area of Refinery.

Wearing of IFR suit (Inherent Fire Retardant) is mandatory for all the workers engaged in hot works. Contractor / vendor has to ensure availability of standard IFR suits sufficient enough for their workers before starting the hot works and ensure use of the same by all workers engaged in hot works.

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.

5.5 ) After placement of the contract, there may be an unforeseen situation compelling IOCL to cancel the contract. In such a case, a suitable notice will be issued to the supplier for cancellation of the contract, in whole or in part, for IOCL's convenience. Depending on the case, the supplier may be suitably compensated on mutually agreed terms for cancelling the contract.

**5.6 )Time barred claims:** All claims are time barred after a period of three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. However, if there is an admission of liability to pay, fresh period of limitation starts from the time such admission is made by IOCL.

A bidder shall have the right to be heard in case he feels that a proper procurement process is not being followed and/or his Techno-commercial bid has been rejected wrongly. However following decisions shall not be subject to review:

- Determination of the need for procurement;
- Selection of the mode of procurement or bidding system;
- Choice of selection procedure;

- Provisions limiting participation of bidders in the procurement process;
- The decision to enter into negotiations with the L 1 bidder;
- Cancellation of the procurement process except where it is intended to subsequently re-tender the same requirements;
- Issues related to ambiguity in contract terms may not be taken up after a contract has been signed, all such issues should be highlighted before consummation of the contract by the vendor/contractor; and
- Complaints against specifications except under the premise that they are either vague or too specific so as to limit competition may be permissible

#### **5.7) XTRAPOWER fleet card program:**

The XTRAPOWER Fleet Card program is a complete smart card-based fleet management solution for fleet operators and corporate for cashless purchase of fuels & Lubricants from designated retail outlets (petrol pumps) of Indian Oil through flexible prepaid and credit facilities. The fleet card also offers exciting rewards along with benefits like personal accident insurance cover and vehicle tracking facilities. Any business entity owning or operating a vehicle fleet can become a member of the XTRAPOWER fleet card program. Each fleet owner is issued a Fleet Control Card and vehicle-specific Fleet Cards for every vehicle enrolled under the program. For enhanced security, the fleet card transactions are authorized through a unique Personal Identification Number (PIN). Moreover, the card can help track each vehicle's movement across remote corners of the country, leading to improvement in vehicle utilization and route compliance. XTRAPOWER is also backed by Indian oil's vast infrastructure network and web-based support services.

For detailed terms and conditions, you may visit our website <https://www.iocxtrapower.com/>. You can also call our XTRAPOWER Customer Service Toll Free Helpline (24\*7) at 18002001214 or 02236366066 or may write to us at [cutserv@iocxtrapower.com](mailto:cutserv@iocxtrapower.com). For any further queries kindly visit the FAQ section on our site <https://www.iocxtrapower.com/>.

Any ground for which, in the opinion of Indian Oil Corporation Limited (IOCL) makes it undesirable to deal with the party, administrative actions may be taken by IOCL as deemed fit as per IOCL guidelines.

#### **5.8 ) Blacklisting / Holiday Listing / Debarment / Banning Policy of Indian Oil Corporation Limited :**

The Blacklisting / Holiday Listing / Debarment / Banning policy of Indian Oil Corporation Limited can be accessed from any of the following portals:

[www.iocl.com](http://www.iocl.com) from the link <https://iocl.com/uploads/holiday2023.pdf>

Indian Oil e-tenders website (<https://iocletenders.nic.in>) under the "Announcement" Section

***"DECLARATION OF BLACK LISTING / HOLIDAY LISTING" shall be submitted by the bidder along with the techno-commercial bid (Format appended with the document).***

#### **5.9 ) VENDOR GRIEVANCE REDRESSAL SYSTEM**

Vendors and Contractors (hereinafter referred to as "Vendors") are requested to lodge their grievances related to our tenders or Purchase Orders / Work Orders on our **Vendor Grievance Redressal Portal**. The portal can be accessed through URL <https://www.ioclvg.in>. The website is compatible with IE Explore 9 (and above), Chrome, Mozilla, Edge, Safari. The Portal also provides links to IOCL Corporate Website, Bill Tracking System, IOCL e-tenders portal, CPPP and Vendor Chat bot.

The specific objectives of establishing the portal are:

To provide clear and transparent framework to deal with grievances raised by Vendors in relation to tendering activities or procurement of goods and services.

To provide reasonable opportunity to the affected Vendor to express grievances and have them redressed in a fair, equitable and prompt manner.

In order to lodge a grievance, following actions have to be performed by the Vendor:

Vendor has to register on Grievance Portal using their Mobile Number.

Mobile Number will be verified by unique OTP.

Vendor will have to provide Company Name / Email / IOCL SAP Vendor Code – wherever available / Login Password etc during the registration process.

After successful registration, Vendor can login with his / her registered mobile number and OTP / Login Password.

After logging in, Vendor can lodge Grievance thru “Lodge Grievances tab”.

The Vendor will have to select the specific IOCL Location pertaining to the grievance. After this the Vendor will have to select “Materials” or “Contracts” as the case may be.

The Vendor will receive an email, on successful registration of grievance, along with Grievance Registration Number with the maximum date for re-dressal of the grievance. In case the Vendor is not satisfied with the response to the grievance (s)he will have an option to raise a second grievance.

If the Vendor is satisfied with the response, s(he) will close the same in the portal, else the system will automatically close the grievance within a defined time frame. In case the vendor is not satisfied with the reply, they will have one more option to raise a 2<sup>nd</sup> level grievance.

**REVERSE AUCTION (IF APPLICABLE)** : All rules & regulation related to reverse auction shall govern by GEM Portal only.

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## **6) APPLICABILITY OF GOVERNMENT OF INDIA POLICIES ARE AS BELOW:**

### **Public Procurement Policy for Micro and Small Enterprises (MSEs)- **APPLICABLE****

The Procurement Policy for Micro and Small Enterprises, 2012 [amended 2018 and 2021] has been notified by the Government in exercise of the powers conferred in Section 11 of the Micro, Small and Medium Enterprises Development (MSMED) Act, 2006. Details of the policy along with the amendments issued in 2018, 2021 and further amendments time to time are available on the MSME website.

**Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the policy.**

<https://dcmsme.gov.in/pppm.htm.aspx> <http://www.dcmsme.gov.in/schemes/Listof358ItemsReserved.pdf>

### **Relaxation of Norms for Startups and Micro & Small Enterprises-2016: **NOT APPLICABLE****

The condition of prior turnover and prior experience may be relaxed for Startups (as defined by Department of Industrial Policy and Promotion) subject to meeting of quality & technical specifications and making suitable provisions in the bidding document (Rule 173 (i) of GFR 2017). As per Department of Expenditure's OM No. F.20/2/2014-PPD dated 20.09.2016, relaxation regarding the prior turnover and prior experience is applicable only to all startups recognized by Department of Industry & Internal Trade (DPIIT) subject to meeting of quality and technical specifications. Startups may be MSMEs or otherwise.

*In case a Startup (defined as per Ministry of Commerce and Industry (Department of Industrial Policy and Promotion, DIPP) latest notification) / MSE is interested in supplying the tendered item but does not meet the Pre-Qualification Criteria (PQC) / Proven Track Record (PTR) indicated in the tender document, the Startup / MSE is requested to write a detailed proposal separately, and not against the present tender requirement, to the tender issuing authority about its product. Such proposals shall be accompanied by relevant documents in support of MSE (where applicable) or in case of Startup, following documents shall be given:*

Certificate of Recognition issued by the Department of Industrial Policy and Promotion, Ministry of Commerce and Industry, Government of India.

Certificate of incorporation

Audited P&L statement of all the Financial Years since incorporation. In case where balance sheet has not been prepared, bidder shall submit a certificate in original from its CEO / CFO stating the turnover of the bidding entity separately for each Financial Year since incorporation along with a declaration stating the reason for not furnishing the audited P&L statement. This certificate shall be endorsed by a Chartered Accountant / Statutory Auditor.

The proposal shall be examined by IOCL and IOCL may consider inviting a detailed offer from the Startup / MSE with the intent to place a trial or test order provided the Startup / MSE meets the quality and Technical Specification.

In case the Startup / MSE is successful in the trial order, he shall be considered for PQC exemption / relaxation (as the case may be) for the next tender for such item till the time he remains a Startup / MSE.

**Criteria of prior experience & Turnover will be waived for MSEs and Start Ups subject to meeting the quality and technical specification of the tendered items and where tendered items / services are not critical in nature.** The Startup bidder shall be required to submit an undertaking along with the bid stating that they will comply with all quality requirements and technical specifications of the tender during execution. Documents as mentioned above shall be required to be submitted for seeking the said relaxation.

In order to avail Startup benefits, bidder shall be recognized as a Startup as on the Original Bid Opening Date stated on GeM portal.

Please refer policy for more details, link: <https://dpe.gov.in/sites/default/files/R-86.pdf>

**Public Procurement (Preference to Make in India), Order 2017: NOT APPLICABLE**

To encourage 'Make in India' and promote manufacturing and production of goods and services in India with a view to enhancing income and employment, Department of Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India, issued Public Procurement (Preference to Make in India), Order 2017. Latest revision to the Order notified vide OM No. P-45021/2/2017-PP (BE-II) issued by DPIIT, dated 16.09.2020 and further amendments time to time. The Order is applicable on the procurement of Goods, Works and Services. Relevant circular link given below:

<https://dpiit.gov.in/public-procurements>. This is to be read in conjunction with MoPNG.

**POLICY FOR PROVIDING PREFERENCE TO DOMESTICALLY MANUFACTURED IRON AND STEEL PRODUCT IN GOVT PROCUREMENT (DMI&SP): NOT APPLICABLE**

The policy shall be applicable to projects where the procurement value of iron and steel products is greater than Rs. 5 lac. The policy shall also be applicable for other procurements (non-project), where annual procurement value of iron and steel products for that Government organization is greater than Rs. 5 lac.

<https://steel.gov.in/policies/policy-providing-preference-domestically-manufactured-iron-and-steel-product-govt>

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## **7) GENERAL INSTRUCTIONS TO BIDDERS**

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Following Undertaking / Declaration / Documents (Formats are appended below in this document), as

applicable, also to be submitted duly filled, signed & stamped by bidder only on GeM portal:

· **PROFORMA FOR BID SECURITY DECALARTION FORMAT**

· **PROFORMA FOR DEVIATIONS- TECHNICAL / COMMERCIAL**

· **PROFORMA FOR DECLARATION AND UNDERTAKING FOR LOCAL CONTENT**

· **PROFORMA FOR PQC DOC- DETAILS, IF APPLICABLE AS PER TENDER**

· **PROFORMA FOR DECLARATION OF BLACK LISTING / HOLIDAY LISTING**

· **PROFORMA FOR DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016 (IBC)**

· **PROFORMA FOR DECLARATION ON ACCEPTANCE OF TENDER SCOPE, SPECIFICATIONS, TERMS & CONDITIONS**

· **PROFORMA FOR BANK MANDATE FORMAT**

Any other documents if specifically asked to be uploaded in the bid document /Documents required for availing purchase preference benefits against various applicable policies (wherever applicable in this tender).

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#### **ANNEXURE-I**

##### **BIDDER TO FURNISH COMPLETE DETAIL IN THE GIVEN BELOW FORMAT**

Offer Reference No & Date	
Bidder Name (Name of Company)	
Company's Legal Status [Company/Partnership Firm/Proprietorship Firm]	
Complete Address with contact no & e mail id of Registered Office	
Complete Address with contact no & e mail id , where Order to be issued	
Complete Address with contact no & e mail id from where Invoicing shall be done	
Name of Authorized Person / Signatory for this Tender	
Contact Nos of Authorized Person (LL)	

Contact Nos of Authorized Person (Mobile)	
Official E Mail address of Authorized Person	
Corporate Identification No. (CIN)	
PAN No of Company / Partnership Firm / Proprietor Firm	
TAN No of Company / Partnership Firm / Proprietor Firm	
GSTIN Registration No. (where order is to issued)	
GSTIN Registration No. (from where invoice shall be issued)	
GSTIN Registration No. (from where Goods will be Supplied)	
<p>Vendor Classification for GST [Registered / Not Registered / Under Compounding scheme / PSU/Government Organization]</p> <p>Please submit GSTIN certificate and if you are registered under GST Composition Scheme vendor, submit copy of the declaration i.e., FORM GST - CMP 01 or FORM GST CMP 02 along with the offer.</p>	
<p>Vendor who is registered with IOCL:- Please mention your active IOCL SAP Vendor code against which all details are updated at IOCL and you have recently received the online payment from IOCL.</p>	
<p>Vendor who is not registered with IOCL for online payments / not having IOCL SAP vendor code/existing vendor desiring to change the bank details:-</p> <p>Please submit the following documents (as applicable)</p> <p>i) Bank details as per format enclosed in the tender Documents.</p> <p>ii) Copy of PAN card</p> <p>iii) Cancelled Cheque</p> <p>iv) Certificate of Incorporation</p> <p>v) Telephone or Electricity Bill for address proof</p> <p>vi) Mail ID and mobile No. of authorised person to get SMS alerts from IOCL on payment etc. in soft copy (pdf) in the folder designated for submission of MSE certificate, and hard copy through courier / post to CMTM(HOD) (Purchase Dept.) , Haldia Refinery, Haldia- 721606.</p>	

**NOTE:**

***Bidder to upload this Annexure duly filled, signed and stamped along with the offer.***

**ANNEXURE-II**

<b>SI No.</b>	<b>Clause</b>	<b>Bidder's Confirmation</b>
1	Please note that the Counter Sales Terms & Conditions of the vendor shall not be considered by IOCL.	<b>Noted &amp; Confirmed</b>
2	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 %.	<b>Noted &amp; Confirmed</b>
3	Supplier shall ensure that the Invoice is raised in the name of Consignee with GSTIN of Consignee only.	<b>Noted &amp; Confirmed</b>

4	<p>Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:</p> <p>The Seller fails to comply with any material term of the Contract.</p> <p>The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.</p> <p>The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.</p> <p>The Seller becomes bankrupt or goes into liquidation.</p> <p>The Seller makes a general assignment for the benefit of creditors.</p> <p>A receiver is appointed for any substantial property owned by the Seller.</p> <p>The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.</p>	<b>Noted &amp; Confirmed</b>
5	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.	<b>Noted &amp; Confirmed</b>
6	Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.	<b>Noted &amp; Confirmed</b>
7	The bidder is required to upload, along with the bid, all relevant certificates such as BIS licence, type test certificate, approval certificates and other certificates as prescribed in the Product Specification given in the bid document.	<b>Noted &amp; Confirmed</b>

8	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, for feited without prejudice to any other rights or remedies available to IOCL.	<b>Noted &amp; Confirmed</b>
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**NOTE:**

***Bidder to upload this Annexure duly singed and stamped along with the offer as a acceptance.***

**ANNEXURE-III**

**(TO BE SUBMITTED ON COMPANY'S LETTER HEAD)**

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

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

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

OR

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

OR

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

then I / We could be suspended from being eligible for bidding / award of all future tender(s) for a period as a plicable per the Incident Management Policy of GeM.

Signature and seal of authorized signatory of bidder

Name of authorized signatory:

-

**NOTE:**

***Bidder to upload the above declaration duly singed and stamped on their Letter head along with the offer.***

**ANNEXURE-IV**

**DECLARATION OF INSOLVENCY & BANKRUPTCY**

**(TO BE SUBMITTED ON COMPANY'S LETTER HEAD)**

We, M/s. \_\_\_\_\_ declare that we are not undergoing insolvency resolution Process or liquidation or bankruptcy proceeding as on date.

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

**OR**

We, M/s. \_\_\_\_\_ declare that we are undergoing insolvency resolution process and/or liquidation and/or bankruptcy proceeding as on date as per Details mentioned below. (Attached detail with technical bid)

**Place:**

**Signature of Bidder**

**Date:**

**Name of Signatory**

**NOTE:***Bidder to upload the above declaration duly signed and stamped on their Letter head along with the offer (Strikeout which is not applicable to bidder)*

**ANNEXURE-V**

**DECLARATION OF BLACK LISTING / HOLIDAY LISTING**

**(TO BE SUBMITTED ON COMPANY'S LETTER HEAD)**

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

I hereby declare that neither I, in my personal name nor in the name of my Proprietary concern, M/s \_\_\_\_\_ which is submitting the accompanying Bid/Tender nor any other concern in which I am pro

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

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

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

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

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

**In the case of Company:**

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

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

**In the case of Consortium:**

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

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

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

**Place:**

**Signature of Bidder**

**Date:**

**Name of Signatory**

**NOTE:**

***Bidder to upload the above declaration duly signed and stamped on their Letter head along with the offer (Strikeout which is not applicable to bidder)***

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**ANNEXURE-VI**

**DECLARATION OF RELATIONSHIP WITH IOCL DIRECTOR (S)**

**(TO BE SUBMITTED ON COMPANY'S LETTER HEAD)**

We, M/s. \_\_\_\_\_ declare that that we don't have any relationship with any of IOCL Directors

**OR**

We, M/s. \_\_\_\_\_ declare that that we have relationship with IOCL Director (s), and the same is mentioned below

**Place:**

**Signature of Bidder**

**Date:**

**Name of Signatory**

-  
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**NOTE:**

***Bidder to upload the above declaration duly signed and stamped on their Letter head along with the offer (Strikeout which is not applicable to bidder)***

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**ANNEXURE-VII**

**CERTIFICATE TOWARDS RESTRICTIONS UNDER RULE 144 (xi) OF GFRs**

**(TO BE SUBMITTED ON COMPANY'S LETTER HEAD)**

I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and I hereby certify that

(A). This bidder is not from such a country. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered.

**OR**

(B). This bidder is from such a country and has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. **Evidence of valid registration by the Competent Authority is attached.**

**OR**

(C). This bidder is from such a country and has not been registered with the Competent Authority.

**OR**

(D). This bidder is from such a country and is having exclusion from Restrictions under Rule 144(xi) of General Financial Rules (GFRs) or Special Cases as defined in Annexure II of O.M. - F/No./7/10/2021-PPD (1) dtd. 23.02.2023. **Relevant document for the same is attached.**

**Place:**

**Signature of Bidder**

**Date:**

**Name of Signatory**

-

**NOTE:**

***Bidder to upload the above declaration duly signed and stamped on their Letter head along with the offer (Strikeout which is not applicable to bidder)***

**ANNEXURE-VIII**

**CERTIFICATE TOWARDS RESTRICTIONS UNDER RULE 144 (xi) OF GFRs**

**(TO BE SUBMITTED ON COMPANY'S LETTER HEAD)**

I have read the clause regarding restrictions on procurement from a bidder having Transfer of Technology (ToT) arrangement from such country which shares a land border with India and I hereby certify that

(A). This bidder does not have any Transfer of Technology (ToT) arrangement requiring registration with the competent authority.

**OR**

(B). This bidder has valid registration for Transfer of Technology (ToT) arrangement to participate in this procurement.

**Place:**

**Signature of Bidder**

**Date:**

**Name of Signatory**

**NOTE:**

***Bidder to upload the above declaration duly signed and stamped on their Letter head along with the offer (Strikeout which is not applicable to bidder)***

**ANNEXURE-IX**

**Bidder to confirm below, whether they are participating in this bid as Manufacturer OR Trader for the Quoted Item**

Schedule No.	Whether Manufacturer OR Trader of the Quoted Item
SCHEDULE - 1	
SCHEDULE - 2	
SCHEDULE - 3	
SCHEDULE - 4	

**NOTE:**

***Bidder to upload the above declaration duly signed and stamped on their Letter head along with the offer.***

**ANNEXURE-X****Undertaking (minimum local content)****(TO BE SUBMITTED ON COMPANY'S LETTER HEAD)**

Tender ID - \_\_\_\_\_

Certified by bidder

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

That I am the \_\_\_\_\_ <<Designation of the authorized signatory >> of \_\_\_\_\_ and I am duly authorized to furnish this undertaking declaration on behalf of \_\_\_\_\_.

That \_\_\_\_\_ has submitted its bid no \_\_\_\_\_ dated \_\_\_\_\_ against bidding document no. \_\_\_\_\_ dated \_\_\_\_\_ for \_\_\_\_\_ item / works for \_\_\_\_\_ Project/Refinery of IOCL.

That the Company is fully aware of the provision of Policy to Provide Purchase Preference w.r.t. PPP-MII order, 2017 and amendments / revisions thereof, enclosed in the above bidding document.

We hereby confirm that our offer is achieving the minimum local content (LC) as mention below:-

Item SL No / Schedule of tender	Minimum % of Local Content in the quoted item	Location wherein Local Content is being added

(**NOTE** - Bidder may add the rows as per number of tendered line items / Schedule)

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

**[Authorized signatory of supplier]**

**Note:**

**The undertaking shall be certified by the authorized signatory of the bidder, signing the bid.**

**In case Bidder is Dealer/Trader/Distributor etc (i.e. not the OEM of the offered product), above Certification should be issued from OEM on their letter head as per Bid.**

#### **ANNEXURE XI**

<b>PROFORMA FOR DEVIATION</b>				
<b>Technical and Commercial</b>				
	<b>Vendor's Name</b>			
	<b>Offer Ref No.</b>			
<b>Bidder may stipulate here exception(s) and deviation(s) to IOCL Tender Conditions and/or GeM Terms and conditions and/or Tender Documents, if considered unavoidable.</b>				
<b>Sl. No</b>	<b>Referred document name/ Tender document page no.</b>	<b>Clause No</b>	<b>Description of Clause</b>	<b>Deviation proposed by bidder</b>
1				
2				
3				
4				

5				
6				
7				
<p><b>Bidder should note that this Annexure has been included in the Tender Document solely for the convenience of the Bidder so as to facilitate them to list out the deviation(s) /exception(s) from/to the Tender Documents. IOCL will not consider any deviation(s)/exception(s) which is not listed in this Annexure, for evaluation of the bidder's offer.</b></p>				

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## **ANNEXURE-XII**

### **Following are the IOCL's approved third party inspection agencies:**

1. M/S ABS INDUSTRIAL VERIFICATION (INDIA) PVT. LTD
2. M/S APAVE ASSESSMENTS INDIA PRIVATE LIMITED
3. M/S BUREAU VERITAS (INDIA) PVT. LTD
4. M/S CERTIFICATION ENGINEERS INTERNATIONAL LTD
5. M/S INTERNATIONAL CERTIFICATION SERVICES PVT. LTD
6. M/S INTERTEK INDIA PVT LTD
7. M/S LLOYDS REGISTER MARINE & INSPECTION
8. M/S MEENAAR GLOBAL CONSULTANTS LLP
9. M/S PROJECTS AND DEVELOPMENT INDIA LTD. (PDIL)
10. M/S QUALITY EVALUATION AND SYSTEMS TEAM PVT LTD
11. M/S SGS INDIA PVT LTD
12. M/S TATA PROJECTS LIMITED
13. M/S TUV INDIA PVT LTD
14. M/S TUV REHLENLAND INDIA PVT LTD
15. M/S VCS QUALITY SERVICES PRIVATE LIMITED.

BIDDER TO SUBMIT THIS REQUEST LETTER TO BANK DURING ISSUANCE OF EMD AND/OR PERFORMANCE BANK GUARANTEE

-

**Request Letter: Transmission of Bank Guarantee Cover Message**

Date: \_\_\_\_\_

The Manager,

(Bank),

(Branch)

Sub: Inclusion of unique identifier code of IOCL while transmitting BG cover messages where beneficiary bank is ICICI Bank (IFSC - ICIC0000007).

Dear Sir/Ma'am,

I/We, \_\_\_\_\_, request you to include following details while sending the e-message id IFN 760 COV for any new bank guarantee and e-message id IFN 767 COV for any bank guarantee amendment (Renewal) through the SFMS Platform. The SFMS message to be sent on following beneficiary details of Indian Oil Corporation Limited.

Field No	Description	Value
7034	Name of Beneficiary and his details	<b>INDIAN OIL CORPORATION LIMITED</b>
7035	Beneficiary IFSC	<b>ICIC0000007</b>
7036	Beneficiary branch name and address	<b>ICICI Bank, 9A, Phelps Building, Connaught Place, New Delhi-110001</b>

7037	Sender to Receiver Information	IOCL9040
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Thanking You, \_\_\_\_\_

(Vendor/Customer)

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**BANK DETAILS FOR EMD/PBG SUBMISSION**

**Beneficiary Details: Indian Oil Corporation Ltd., Haldia Refinery**

**Bank Name : STATE BANK OF INDIA**

**Account Number : 10521992237**

**Bank IFSC code : SBIN0007090**

**Branch Name : IOC HALDIA REFINERY CAMPUS BRANCH**

**Please ensure to indicate Bankers name, contact person name, phone, email, and Fax No. on Bank Guarantee covering letter of the Bank, to expedite BG confirmation from your bankers by IOCL.**

**CONDITIONS FOR BANK GUARANTEE (WHERE BG IS APPLICABLE):**

"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."

Field No	Description	Value
7034	Name of Beneficiary and his details	INDIAN OIL CORPORATION LIMITED
7035	Beneficiary IFSC	ICIC0000007

7036	Beneficiary branch name and address	ICICI Bank, 9A , Phelps building, Connaught Place, New Delhi-110001
7037	Sender to Receiver Information	<b>IOCL9040</b>

All the Bank Guarantee(s) as stated above will be furnished from a Nationalised/Scheduled bank. The performance bank guarantee(s) shall be as per the Proforma available on GeM portal. All bank guarantees should be submitted by Seller's bankers directly to the Owner. Seller shall enclose copy of bank guarantee(s) along with the invoice. Bank Guarantee(s) shall be submitted as per the following details:-

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.

### **SELECTION OF BANK**

BG upto Rs. 2 Crore can be accepted if it is issued by an Indian branch of any scheduled bank appearing in the Second Schedule to the RBI Act, 1934.

BG of above Rs. 2 Crore can be accepted if it is issued by an Indian branch of:

Any Nationalized / PSU bank appearing in the Second Schedule to the RBI Act, 1934.

**Or**

Any scheduled bank (other than a Nationalized Bank / PSU bank) having at least desired Credit Rating at the time of acceptance of BG:

**Desired credit rating is defined as under:**

**In case of foreign banks:**

If the tenor of BG is more than 1 year: credit rating of 'A' of Moody's or equivalent

If the tenor of BG is upto 1 year: credit rating of 'P-1' of Moody's or equivalent i.e. highest short term rating

**In case of Indian banks:**

If the tenor of BG is more than 1 year: credit rating of: 'AA' of CRISIL or equivalent

If the tenor of BG is upto 1 year: credit rating of 'A 1 +' of CRISIL or equivalent i.e. highest short term rating

Apart from above, BG, irrespective of its amount, issued by any other bank including but not limited to non-scheduled banks, foreign branches of scheduled banks and foreign branches of foreign banks, can be accepted provided such BG is counter guaranteed by any bank mentioned above at (iii) b.

### **CREDIT RATING**

The Vendor shall note that, in case of acceptance of BG issued or counter guaranteed by a bank mentioned at para (iii) b 2, if the credit rating of such bank falls below the Credit Rating mentioned under clause (iii) b 2 during the validity period of BG, the Vendor shall either submit a fresh BG or get the existing BG confirmed/counter guaranteed, at its own cost, through a bank mentioned above at (iii) b (having at least desired Credit Rating as mentioned above, if applicable). In case of non-submission of bank guarantee(s), without prejudice to any other right or remedy available to the owner, the owner shall be entitled to encash the bank guarantee(s).

The vendor at the request of the owner extend the validity of the Bank Guarantee(s) for such further period(s) as may be required failing which without prejudice to any other right or remedy or remedy available to the owner, the owner shall be entitled to en-cash the bank guarantee(s).

The vendor to ensure the validity of all bank guarantee(s) as stipulated else-where in the bidding documents/contract and no payments shall be released to the vendor, if the validity of the bank guarantee(s) is less than

30 days unless otherwise specifically intimated to the vendor.

Please ensure to indicate Bankers name, contact person name, phone, email, and Fax No. on Bank Guarantee covering letter of the Bank, to expedite BG confirmation from your bankers by IOCL.

### **Vendor Invoice Management**

#### **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: -

#### **1. 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 en

sured: -

- 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 am to 5 pm 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>

## **TReDS PLATFORM FOR MSME**

*‘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 Technology 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’.*

## **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 कार्यवाई का आधार होगा।

**---Thank You/धन्यवाद---**