

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	13-02-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	13-02-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Ministry Of Petroleum And Natural Gas
विभाग का नाम/Department Name	Indian Oil Corporation Limited
संगठन का नाम/Organisation Name	Indian Oil Corporation Limited
कार्यालय का नाम/Office Name	locl- Gujarat Refinery
कुल मात्रा/Total Quantity	2000
वस्तु श्रेणी /Item Category	Sulphuric acid for Bulk supply - FACTL (Q3)
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (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
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेज़ों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ में है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	No
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	3
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	4

बिड विवरण/Bid Details	
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	3
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	Yes
रिवर्स नीलामी योग्यता नियम/RA Qualification Rule	H1-Highest Priced Bid Elimination
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	4 Days
निरीक्षण आवश्यक (सूचीबद्ध निरीक्षण प्राधिकरण /जेम के साथ पूर्व पंजीकृत एजेंसियों द्वारा)/Inspection Required (By Empanelled Inspection Authority / Agencies pre-registered with GeM)	No
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मध्यस्थता खंड/Arbitration Clause	Yes (Arbitration clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	Yes (Mediation clause document) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

ईएमडी विवरण/EMD Detail

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	ICICI
ईपीबीजी प्रतिशत (%) /ePBG Percentage(%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) /Duration of ePBG required (Months).	38

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

लाभार्थी /Beneficiary :

DGM Materials

IOCL- Gujarat Refinery, INDIAN OIL CORPORATION LIMITED, INDIAN OIL Corporation Limited, Ministry of Petroleum

and Natural Gas
(Dgm Materials)

UIN Number NCTGC2415P

विभाजन/Splitting

विभाजन/Splitting Applied	Yes
बोलीदाताओं की अधिकतम संख्या, जिनके बीच ऑर्डर विभाजित किया जा सकता है। / Maximum No. Of Bidders Amongst Which Order May Be Split	2
विभाजन मानदंड इस बात पर आधारित है कि कौन सी क्वांटिटी को वितरित किया जाएगा / Split Criteria based on which quantity will be distributed	Splitting in 60:40 ratio. Please refer Buyer Added Bid Specific ATC for details.

एमआईआई खरीद वरीयता / MII Purchase Preference

एमआईआई खरीद वरीयता / MII Purchase Preference	Yes
मेक इन इंडिया विक्रेताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में है / Purchase Preference to MII sellers available upto price within L1+X%	20
मेक इन इंडिया खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MII purchase preference	50
सार्वजनिक खरीद (मेक-इन-इंडिया को प्राथमिकता) आदेश 2017 के अनुसार केवल क्लास 1/क्लास 2 के स्थानीय आपूर्तिकर्ताओं को ही भागीदारी की अनुमति है दिनांक 16.09.2020 (समय-समय पर संशोधित एवं लागू) / Allow participation only from Class 1/Class 2 local suppliers as per the Public procurement(Preference to Make-in-india) order 2017 date 16.09.2020(as amended and applicable time to time)	Yes, in compliance with the MII ORDER : DPIIT Order(as amended and applicable time to time)

एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15
सूक्ष्म और लघु उद्यम को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Maximum Percentage of Bid quantity for MSE purchase preference	25

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 will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal 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 themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. 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 and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. 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 MSE 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. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.

3. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

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

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

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

Sulphuric Acid For Bulk Supply - FACTL (2000 metric tonne)

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

क्या मूल्य भिन्नता लागू है?/Whether Price variation applicable?	मूल्य परिवर्तन खंड(पीवीसी) /Price Variation Clause	मूल्य भिन्नता खंड दस्तावेज़/Price variation clause document
Yes	Yes, please refer attached document	964369e08d068fc2055b42b068b8e8eb.pdf

तकनीकी विशिष्टियाँ /Technical Specifications

* जेम केटेगरी विशिष्टि के अनुसार / As per GeM Category Specification

विवरण/Specification	विशिष्टि का नाम /Specification Name	बिड के लिए आवश्यक अनुमत मूल्य /Bid Requirement (Allowed Values)
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Additional Specification Parameters - Sulphuric Acid For Bulk Supply - FACTL (2000 metric tonne)

Specification Parameter Name	Bid Requirement (Allowed Values)
Refer technical specification mentioned in Buyer Added Bid Specific ATC of tender	Material to be supplied strictly as per technical specification mentioned in Buyer Added Bid Specific ATC of tender

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

प्रेषिती/रिपोर्टिंग अधिकारी तथा मात्रा/Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	SOUMEN HAZRA	391320,P.O Jawaharnagar 391320	2000	730

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

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 up to 25% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

BUYER ADDED BID SPECIFIC ATC

TECHNICAL SPECIFICATION:

Process chemicals: Sulphuric Acid

Formula: H₂SO₄

Sulphuric Acid concentration - 98% by weight (Minimum)

Iron as Fe% Maximum - 0.05% by Wt.

Arsenic as AS Maximum - 0.004% by Wt.

Lead - 0.005% by Wt.

Residue on ignition - 0.2% by Wt. (Maximum)

Appearance : Clear , transparent, viscous liquid free from sediment & sludging matter

STANDARD CONFORM TO: IS 266/1993

SULPHURIC ACID, 98%, GRADE IS 266/1977

1. The supply shall be made in tankers on FOR destination (door Delivery Basis i.e. transportation upto Gujar at Refinery site and insurance will also be in vendor's scope) as per requirement of approx. 80 Tons per month.
2. DELIVERY SCHEDULE: The normal requirement is on staggered delivery basis @ approx. 80 MT/month and the supply shall be regulated by IOCL based on the consumption pattern depending upon plant operation. In case of increase/decrease in IOCL requirement (even for abnormal variation to the estimate of 80 MT per month) the same shall be reviewed and required delivery schedule shall be informed from time to time and supply shall be made accordingly. Period of contract shall be 24 months from date of PO. However actual period may vary as per IOCL schedule/requirement. In case of pending quantity, contract may be extended for further six months on mutual agreement basis. Material to be delivered within 7 days from the date of IOCL intimation.
3. Bidder must meet the specifications indicated in technical specifications. The vendor is required to provide respective Manufacturers test certificate along with each tanker.
4. All the top manholes, discharge valves and chain valves outlets of the tankers will be sealed by the vendor and reference seal nos. will be mentioned in the respective invoice/challan. IOCL will ensure for the correct seals in proper conditions before unloading the tanker. If any of the seal is found in broken condition, IOCL will inform to vendor within 24 hours from the receipt of the tanker. The vendor will depute their representative for verification of quality. IOCL may accept the material after confirmation of quality or return back to vendor such tanker.
5. IOCL will draw sample of Sulphuric Acid from each tanker and analyze the sample in IOCL laboratory for analysis before unloading the tanker.
6. Sulphuric Acid will be analyzed for the strength (concentration) in IOCL laboratory. The tanker will be unloaded only after the strength result as tested by IOCL laboratory is in acceptable range as per technical specifications. Testing shall be as per attached document.

7. Concentration and weight of Sulphuric Acid received by tankers shall be analysed in IOCL laboratory. The test results of IOCL, Gujarat Refinery laboratory and IOCL, Gujarat Refinery weighbridge record shall be final and binding on the supplier. In case the concentration/strength is found less than 98% by weight (minimum) then the materials will not be accepted / unloaded and the tanker shall be returned forthwith. IOCL weigh bridge record shall be final for payment purpose.

8. 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.

9. Vendor shall be responsible to ensure taking all precautions for safe transportation of material to IOCL and provide TREM cards along with the truck-driver for every dispatch. Vendor shall submit complete loss control information specific to the supplied material for storage and use. Vendor will submit Material Safety Data Sheet along with supply.

10. The tankers should be approved for transportation of Sulphuric Acid. Such tankers should have up to date fitness certificate with them while carrying goods. Statutory certification, if any, for the tankers carrying Sulphuric Acid, is required to be obtained by the supplier from Competent Authority and the same shall be produced for verification by IOCL, if asked for.

11. The driver crew must carry required PPEs and to be used as per safety norms.

12. Material to be supplied in single compartment tanker only. Tanker capacity should not be more than 30 MT and it should not have more than 14 wheels.

13. Tanker should report at IOCL, Gujarat Refinery's bitumen gate by 8.30 AM in order to facilitate unloading at the earliest and subsequent release from Refinery.

BUYER ADDED BID SPECIFIC ATC

1.	Tender Reference No.	9030M26A58
2.	Tender / Item Description	Supply of sulphuric acid in tanker
3.	Location (s) of Work	IOCL Gujarat Refinery, Jawaharnagar, Vadodara Gujarat; Pin Code - 391320
4.	Earnest Money Deposit (EMD)	In lieu of Earnest Money Deposit, Bidders are required to furnish Bid Security Declaration as per the format provided in this document.

5.	Contact Person Detail	<p>RUBAL SINGLA Designation: MTM-P LL +91-2652237269; Email id. singlarubal@indianoil.in</p> <p>D. MONDAL Designation: SMTM-P LL +91-2652237263; Email id. debashis_mondal@indianoil.in</p> <p>H P SOLANKY Designation: CMTM-P LL +91-2652237256; Email id. solankyhiren@indianoil.in</p> <p>IPSITA BEHERA Designation: DGM (MAT) LL +91-2652237251; Email id. BEHERAI@INDIANOIL.IN</p>
6.	Integrity Pact (IP)	Not Applicable
7.	Pre-Qualification Criteria (PQC)	
7a.	Technical PQC: Not Applicable	
7b.	Commercial Experience PQC: Applicable 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:- Three orders each executed for "Supply of Sulphuric Acid" where executed value is not less than INR 22,91,000.00 OR Two orders each executed for "Supply of Sulphuric Acid" where executed value is not less than INR 30,54,000.00 OR One order executed for "Supply of Sulphuric Acid" where executed value is not less than INR 38,17,000.00 <u>Note:-</u> Please refer "INSTRUCTION FOR COMPLIANCE OF PRE-QUALIFICATION CRITERIA (PQC)" for required documents to fulfil commercial experience PQ Criteria.	

	Financial PQC
7c.	<p>Applicable</p> <p>The annual turnover of the bidders during any of the preceding three financial years should be at least INR 45,81,000.00</p> <p>Note:- Please refer "INSTRUCTION FOR COMPLIANCE OF PRE-QUALIFICATION CRITERIA (PQC)" for required documents to fulfil Financial PQ Criteria.</p>
8a.	<p>Delivery Period for Supply</p> <p>The supply shall be made in tankers on FOR destination (door Delivery Basis i.e. transportation upto Gujarat Refinery site and insurance will also be in vendor's scope) as per requirement of approx. 80 Tons per month.</p> <p>The normal requirement is on staggered delivery basis @ approx. 80 MT/month and the supply shall be regulated by IOCL based on the consumption pattern depending upon plant operation. In case of increase/decrease in IOCL requirement (even for abnormal variation to the estimate of 80 MT per month) the same shall be reviewed and required delivery schedule shall be informed from time to time and supply shall be made accordingly. Period of contract shall be 24 months from date of PO. However actual period may vary as per IOCL schedule/requirement. In case of pending quantity, contract may be extended for further six months on mutual agreement basis. Material to be delivered within 7 days from the date of IOCL intimation.</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>NOTE:- 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>
8b.	<p>Time Period For Site Work/ Services</p> <p>Not Applicable</p>
9.	<p>Third Party Inspection</p> <p>Not Applicable</p>
10.	<p>IBR</p> <p>Not Applicable</p>
11.	<p>Payment Term</p> <p>100% payment will be released within thirty (30) days after receipt and acceptance of material at site and on-line submission of bills.</p>
12.	<p>Guarantee/Warranty (Defect liability period)</p> <p>The Goods/Services supplied under the Contract(s) shall be in accordance with the contract specifications & quality and the Goods shall be brand new and have standard Guarantee/Warranty for one year period from the date of final acceptance by the consignee. Further, Scope of Warranty shall be as per GeM GTC, if not defined elsewhere in the tender.</p> <p>Guarantee / Warranty clause mentioned herein shall prevail over the Guarantee / Warranty clause mentioned elsewhere in the tender documents</p>
13.	<p>PWCAMC/PWAMC</p> <p>Not Applicable</p>
	<p>Performance Bank Guarantee (PBG)</p>

14.	<p>Vendor shall furnish PBG/ISB equivalent to 5% of the order value valid till full defect liability period plus two months claim period i.e., Total 38 Months (24 Months Contract Period plus 12 Months for Defect Liability Period plus 2 Months for Claim Period). PBG/ISB as stated above shall be furnished within 15 days of order. In case of increase in the order value due to an amendment, the PBG/ISB value shall be proportionately increased.</p> <p>SPECIAL NOTE FOR PBG:-</p> <p>PBG requirement shall be relaxed by 50% in case of MSEs owned by SC/ST & Women Entrepreneurs.</p>
15.	<p>Site Work</p> <p>Not Applicable</p>
16.	<p>Tendered item quantity Divisible / Non-Divisible</p> <p>Item Quantity is Divisible</p>
17.	<p>Applicability of DMIS policy</p> <p>Not Applicable</p>
18.	<p>Minimum % of Local Content required in this tender</p> <p>CLASS 1 - Minimum 50% Local Content (For Purchase Preference)</p> <p>CLASS 2 - Minimum 20% Local Content (For participation)</p> <p>In case item is imported and bidder has participated as reseller, OEM certificate for country of origin to be submitted.</p>
19.	<p>Authorization to submit bids</p> <p>When a bidder submits quotation for an item manufactured by some different company, the bidder is also required to attach, in its quotation, the manufacturer's authorization certificate and manufacturer's confirmation of extending the required warranty for that product.</p>
	<p>Split ordering:</p>

<p>20.</p>	<p>Applicable.</p> <p>Tender quantity to be split between 2 bidders in 60:40 ratio if two techno commercially acceptable offers received against the open tender or more than two techno commercially acceptable offers received against an open tender.</p> <p>The rates of the L-1 bidder (with or without negotiation as the case may be) will be offered to other than L-1 parties in ascending order (i.e. L-2, L-3 and so on) for price matching for award of 40 % quantity. The offer of the party not agreeing to L1 rates will not be considered.</p> <p>If no bidder agrees to match the rate of the L1 bidder, the L1 bidder shall be ordered 70%, subject to meeting PQC for 70%, and balance portion will be re-tendered. In case L1 does not meet the 70% PQC requirement, order shall be placed for 60% and balance re-tendered.</p> <p>Above shall supersede any other condition mentioned elsewhere in the tender.</p> <p>IOCL reserves the right to place orders in the ratio given in the tender or for higher quantity in case other bidders do not match the rate of L1.</p>
<p>21.</p>	<p>Price variation clause:</p> <p>Applicable. Please refer tender document for details.</p>

In case of any conflict in the terms mentioned in this BUYER ADDED BID SPECIFIC ATC and elsewhere in the tender, the terms indicated in BUYER ADDED BID SPECIFIC ATC shall supersede. 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),
 GUJARAT REFINERY, PO: JAWAHARNAGAR,
 VADODARA-391320 GUJARAT,
 LL:- +91-265-223 7273;
 Email id. beherai@indianoil.in

PRICE VARIATION CLAUSE

PVC Formula:

$A = X + \{340 * (Z-Y)/1000\}$ (without any ceiling)

Where,

X = Vendor Quoted price in Rs. Per MT {Quoted Fixed price per MT of Sulphuric Acid by vendor in their price bid}. This will remain firm till the execution of the purchase order.

Y = (Base Sulphur Price) = INR 48,723.29 per MT, the indicated price is current prevailing weighted average market price of sulphur for the month of January 2026 at IOCL Gujarat Marketing Terminal. It will remain fixed till the execution of the purchase order. Bidder to quote their price for order finalization in Price bid accordingly.

Z = Average sulphur Price/MT to be declared by IOCL, prevailing in the previous one-month average vis-s-vis the month in which invoice is issued. The market price of sulphur in prevailing month shall be selling sulphur price at IOCL Gujarat Marketing terminal immediate previous month's average rate taken from IOCL SAP data.

A = Selling price (Derived price) of vendor for Sulphuric Acid for the month in which Sulphuric Acid to be supplied. This price shall be declared by IOCL in 1st week of every month on the basis of above formula.

The price of Sulphuric Acid shall be variable with Sulphur Price. However, **quoted basic price of Rs X/MT** shall remain firm till complete execution of order. The market price of sulphur in prevailing month shall be selling sulphur price at IOCL Gujarat Marketing terminal immediate previous month's average rate.

When the market price of sulphur increases/decreases w.r.t Rs Y/- per MT, then upward/downward changes in rate of sulphuric acid over ordered base rate = $340 \times \text{change in sulphur price w.r.t Rs Y/- per MT}/1000$, considering the fact that 340 Kg of sulphur is required for production of 1000 kg (1MT) of Sulphuric Acid.

Evaluation Methodology: The evaluation and ordering shall be done on quoted fixed price i.e. X.

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3. Buyer Added Bid Specific ATC

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

अस्वीकरण/Disclaimer

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.
15. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by GeM GTC.
16. In a category based bid, adding additional items, through buyer added additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogs or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

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.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc.

and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

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

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।/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.

---धन्यवाद/Thank You---