

बिड दस्तावेज़ / Bid Document

| बिड विवरण/Bid Details | |
|--|---|
| बिड बंद होने की तारीख/समय /Bid End Date/Time | 14-02-2026 17:00:00 |
| बिड खुलने की तारीख/समय /Bid Opening Date/Time | 14-02-2026 17:30:00 |
| 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 | IoCl- Paradip Refinery |
| कुल मात्रा/Total Quantity | 13 |
| वस्तु श्रेणी /Item Category | Procurement of SOJ diesel storage tank at IOCL Paradip Refinery |
| GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS | SOJ diesel storage tank |
| GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS | CADAVER STORAGE TANK, Reverse Osmosis based Water Treatment System above 50 LPH Capacity (V2), FRP Storage Tank (V2), MSRL Acid Storage Tank (NTPC), Rotational Moulded Polyethylene Water Storage Tanks (V3) Conforming to IS 12701, Collapsible Fuel Storage Tanks (Defence), Potable Water Purification System DE - Ionization Based, Under Ground / Above Ground Horizontal Cylindrical Steel Storage Tanks for Petroleum Products as per IS 10987:1992 (Latest), Hot Press Moulded Thermosetting Glass Fibre Reinforced Polyester Resing (GRP) Sectional Water Storage Tanks as per IS 14399 |
| अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification | <ul style="list-style-type: none"> Horizontal Autoclave |
| 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 |

| बिड विवरण/Bid Details | |
|---|---|
| विक्रेता से मांगे गए दस्तावेज़/Document required from seller | Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC),Compliance of BoQ specification and supporting document *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer |
| क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू 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 | 5 |
| दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended | 7 |
| ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count | 1 |
| बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled | No |
| 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 | 7 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 | No |
| सुलह खंड/Mediation Clause | No |

ईएमडी विवरण/EMD Detail

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|-------------------|----|
| आवश्यकता/Required | No |
|-------------------|----|

ईपीबीजी विवरण /ePBG Detail

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|-----------------------------|-------|
| एडवाइजरी बैंक/Advisory Bank | ICICI |
|-----------------------------|-------|

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| ईपीबीजी प्रतिशत (%) / ePBG Percentage (%) | 5.00 |
| ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months). | 24 |

(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(MAT)

IOCL- Paradip Refinery, INDIAN OIL CORPORATION LIMITED, INDIAN OIL Corporation Limited, Ministry of Petroleum and Natural Gas

(Ranjit Kumar)

UIN Number NCTGC2415P

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

एमआईआई के लिए आरक्षित / Reserved for Make In India products

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|---|-----|
| एमआईआई के लिए आरक्षित / Reserved for Make In India products | Yes |
|---|-----|

एमएसई खरीद वरीयता / MSE Purchase Preference

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|--|-----|
| 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. Bid reserved for Make In India products: : Procurement under this bid is reserved for purchase from 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. However, eligible micro and small enterprises will be allowed to participate. The minimum local content to qualify as a class 1 local supplier is denoted in the bid document. All bidders 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 the bid is liable to be rejected. 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 . In case Buyer has selected Purchase preference to Micro and Small Enterprises clause in the bid, the same will get precedence over this clause.

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.

Procurement Of SOJ Diesel Storage Tank At IOCL Paradip Refinery (13 pieces)

(Minimum 60% Local Content required for qualifying as Class 1 Local Supplier)

तकनीकी विशिष्टियाँ /Technical Specifications

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|---|--------------------------|
| क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document | Download |
|---|--------------------------|

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 | Sita Ram Prasad | 754141,IOCL Paradip Refinery ,Administrative Building, Post-Jhimani ,Via-Kujang Dist-Jagatsinghpur Odisha | 13 | 120 |

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. Generic

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

- Copy of PAN Card.

- b. Copy of GSTIN.
- c. Copy of Cancelled Cheque.
- d. Copy of EFT Mandate duly certified by Bank.

3. **Scope of Supply**

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

4. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

**Indian Oil Corporation Ltd.
Paradip Refinery
IOCL Tender Ref No. 9070M26A87**

TENDER NO.: 9070M26A87

"Procurement of SOJ diesel storage tank at IOCL, Paradip Refinery"

INVITED BY:

DEPUTY GENERAL MANAGER (MAT)
INDIAN OIL CORPORATION LTD. (IOCL)

| | | |
|---------------------------------------|--|---|
| Contact details for any Clarification | Mr. Krishna Kumar Saha Materials Manager Contact no.: 0672 225 5260 Email: sahakk@indianoil.in | Mr. Ranjit Kumar Deputy General Manager (Materials) Contact no.: 0672 225 5251 Email: ranjitk@indianoil.in |
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Special Instructions to Bidders/Special Conditions of Contract

- 1.** Bidder has to submit scan copy of duly signed and stamped or **digitally signed copy of Technical specification of IOCL and scope of supply** as a token of acceptance.
- 2.** Bidder has to submit scan copy of duly signed and stamped or digitally signed copy of Technical deviation sheet as “Nil” deviation, in case there is no deviation to our Technical specification.
- 3.** In case of any deviation to IOCL’s Technical specification, Bidder has to submit “Technical deviations” sheet mentioning all the Technical Deviations as per attached format given in special instruction to bidder.

If the deviation sheet is not submitted along with bid it shall be treated as NIL deviation bid.

4. Bidder has to submit the bid without any commercial deviations. **Bid with commercial deviation shall be rejected.**
5. Please note that any deviations/ reservations/ notes/ comments etc., given **elsewhere in the offer** other than the "Technical deviations" **shall not be considered.**
6. The responsibility of downloading the tender documents including corrigendum, if any, and subsequent uploading of offer shall rest with the bidder.
7. IOCL reserves the right to make any changes in the terms and conditions of Enquiry and to accept or reject any or all the bids without assigning any reason and without incurring any liability to the affected bidder(s). Tender can be abandoned without assigning any reason and no compensation shall be paid for the efforts made by the bidder.

Guarantee/warranty clause: Guarantee certificates shall be submitted and materials shall be guaranteed for a period of **12 months from the date of Supply**.

8. In case of any conflict between PO text/ technical specifications/ drawings/ ITP, as such, the more stringent requirement shall govern. However, the bidder should ask IOCL for clarifications before arriving at any conclusion.
9. The bidder declares that none of the e-documents have been tampered with. In case of tampering of e-documents, the bid shall be rejected outright and EMD, if applicable, forfeited without prejudice to any other rights or remedies available to IOCL.
10. If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, and suitable penal action taken which may include EMD forfeiture and / or holiday listing action as per the discretion of IOCL.
11. The intimation to the bidders to match the price of the lowest bidder as per tender condition may be given to some/all accepted bidders. **Please note that merely matching this price shall not confer on you the right to get the order as the order shall be decided as per the terms of the tender** i.e., the clause for splitting read with purchase preference clause, if any, mentioned in the tender document.
12. The bidders to quote competitive prices considering the fact that price negotiations, if required, to be held with the lowest bidder only.
13. IOCL reserves the right to accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.
14. Although normally the lowest responsive bid amongst the bids submitted by bidders and considered by IOCL to be qualified and competent shall be preferred, IOCL reserves the right not to accept the lowest bid if in its opinion this is not in the interest of IOCL.
15. Consortium bids shall not be accepted unless specified in the tender.
16. Negotiations will not be conducted with the bidders as a matter of routine. However, IOCL reserves the right to conduct price negotiations.

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

18. Bid Security Declaration (BSD) in lieu of EMD- Applicable for this tender

Bid Security Declaration (BSD) shall, normally, be taken from bidders in lieu of EMD (Annexure-1). BSD shall also be taken from bidders who are otherwise exempt from submission of EMD (e.g. MSE / Start-up / any exempted bidder category bidders).

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

Bidder has to submit Bid Security Declaration, on their Company Letterhead as per the attached format (Annexure-1) In lieu of Earnest Money Deposit.

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

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

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

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

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

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

| Filed No | Description | Value |
|----------|-------------------------|--------------------------------|
| 7034 | Name of the Beneficiary | 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 Received Information | IOCL9070 |

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

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

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

22. Invalid Tenders and tenders liable for rejection:

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

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

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

Cartel formation, bid rigging, collusive bidding are against the basic principle of competitive bidding and defeats the very purpose of open and competi

tive 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.

24. Delivery Period:

For Supply:

Four (04) Months from the date of placement of LOA for supply.

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

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

26. Evaluation Basis: Itemwise Lowest Cost

27. TPI: Third party inspection by any one of IOCL approved TPI agencies is Applicable for this tender.

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

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

15. M/s VCS Quality Services Private Limited

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

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

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

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

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

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

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

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28. Pre-Qualification Criteria, PQC (Commercial experience criteria) : **Applicable**

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Proof of executed order(s) for **“Similar Item: Supply of Pressure vessel/tank in any industry.”** 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:

(1) Copy of one executed order of value not less than **Rs. 18,59,000.00;**

(2) Copy of two executed orders each of value not less than **Rs. 14,87,000.00;**

(3) Copy of three executed orders each of value not less than **Rs. 11,15,000.00.**

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

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

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

Proof of execution of experience criteria:

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

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

ii) Purchase Order along with Bank Certificate indicating payment against the PO.

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

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

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

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

| 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 another entity (B) and B ceases to exist (or the specific business vertical of B ceases to exist) | Financial credentials of the bidding entity | New Entity can use experience of any of the two companies |
| 3 | Parent company (bidder) using the credentials of its subsidiary | Financial credentials of the bidding entity | Parent company can use the credentials of its subsidiaries |
| 4 | Indian subsidiary (bidder) using the credentials of its Foreign Principals | Financial credentials of the bidding entity. In case the bidding entity's Balance Sheet (BS) is not yet made, BS of the Parent Company shall be acceptable. | Credentials of the Foreign Principals can be used. However, the foreign principal shall be required to furnish a legally enforceable undertaking that they shall be jointly and severally liable, along with the bidder, for the successful execution of the order, if awarded. Warranty period for such bidders shall be 18 months from commissioning or 24 months from supply, whichever is earlier. Bidder shall have manufacturing facility in India. |

If JV is allowed in the tender, then the partner company on the basis of whom the JV qualify in the tender should have minimum 50% equity holding in JV. Such company shall provide undertaking that they will not dilute their equity holding in JV till the execution of contract and defect liability period is over.

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

The Annual Turnover (ATO) of the bidder during any of the preceding three financial years should be at least **Rs. 0.00**.

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

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

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

30. 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.

31. 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.

32. Pre bid meeting : Not Applicable.

INSTRUCTION TO BIDDER FOR TRANSPORTATION OF MATERIALS

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

SAFETY PRACTICES IN MATERIAL DISPATCH & TRANSPORTATION

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

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

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

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

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

- i) Motor vehicle act: Vehicles shall follow motor vehicle act 1988 & its latest updated revision and all other applicable laws of land during transportation of the material from bidder's works to Paradip Refinery.
- ii) Successful Vendor to indicate the name of driver/khalasis on the lorry receipt/c hallan etc. so that the same can be verified at the entry gate while allowing entry by CISF. khalasis (Cleaner) should have at least one ID card such as Aadhar Card , Bank Passbook , Driving License etc. This is required for enhancing security measures for incoming material.
- iii) Successful Vendor to also ensure availability of required original and valid documents like RC Book, Insurance Papers, Fitness certificate of Vehicle (Tanker/Truck/Container), Driving License and Cleaner's photo pass etc. at the time of dispatch of Materials & delivery at Paradip Refinery. This shall enable CISF at Paradip Refinery to allow them smoothly inside Refinery due to security reasons and avoiding any hassles at Refinery Gate. In case of non availability of original RC Book in the vehicle, Notarised (True Copy) of RC Book will also be accepted. Vehicle propelled by CNG/LPG or vehicles having less than 4 wheels viz. 3 wheels etc. are not allowed in Refinery

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

a) Violation of applicable Safety, Health and Environment related norm a penalty of

Rs.5,000.00 per occasion

b) Violation as above resulting in any physical injury, a penalty of 0.5% of the contract value (maximum of Rs.2,00,000.00) per injury in addition to Rs.5,000.00 per occasion as in item a.

c) Fatal accident, a penalty of 1% of the contract value (maximum of Rs.10,00,000.00) per injury in addition to Rs.5,000.00 per occasion as in item a.

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

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

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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, 2nd Floor,

A 26, Rani Ramgarh Road,

Block A, Industrial Area,

Sector 62, NOIDA,

Uttar Pradesh-201309

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

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

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

Invoice Requirement - Physical

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

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

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

2. **Invoice Requirement - Content**

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

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

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

4. **Other Requirements**

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

B. **Query Management System**

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

| | |
|----------------|--|
| Email | VIMHelpdesk@indianoil.in |
| Helpdesk Phone | +91 120 6730555 |

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>

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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 along with bid on GeM Portal:

- a) **ANNEXURE-1: PROFORMA FOR BID SECURITY DECALARTION FORMAT**
- b) **ANNEXURE-2: PROFORMA FOR RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA**
- c) **ANNEXURE-3 (A & B): PROFORMA FOR DECLARATION AND UNDERTAKING FOR LOCAL CONTENT**
- d) **ANNEXURE-4: DECLARATION ABOUT MANUFACTURER OR TRADER**
- e) **ANNEXURE-5: PROFORMA FOR DECLARATION OF BLACKLISTING / HOLIDAY LISTING**
- f) **ANNEXURE-6: PROFORMA FOR DECLARATION ON PROCEEDINGS UNDER IN SOLVENCY AND BANKRUPTCY CODE, 2016**
- g) **ANNEXURE-7: DECLARATION REGARDING THE MULTIPLE BID**
- h) **ANNEXURE-8: GENERAL DECLARATION-1 (BIDDER DETAILS)**
- i) **ANNEXURE-9: GENERAL DECLARATION-2 (DEVIATION)**

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Date:

Annexure -2

(Please submit on Bidder's Letterhead)

RESTRICTIONS ON PROCUREMENT FROM A BIDDER OF A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA

UNDERTAKING

1. I have read the clauses of Order no. F. No. 6/ 18/ 2019-PPD dated 23.07.2020 issued by Ministry of Finance, Department of Expenditure, Public Procurement Division, regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority shall be attached]

2. I further undertake that if above undertaking / certificate given by the bidder whose bid is accepted is found to be false, this would be a ground for immediate termination and further legal action in accordance with Law.

SIGNED FOR AND ON BEHALF OF BIDDER (S)

Date:

Place:

Name of Bidder (s)

Seal & Signature of Bidder

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

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Annexure - 3 (A)

Note: The undertaking submitted by the bidder shall be supported by a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of other than companies) giving the percentage of local content. (Above note is applicable for Rs. 10 Cr and above tenders)

UNDERTAKING FOR LOCAL CONTENT AGAINST PPP-MII POLICY

GeM ID -

Certification by bidder

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

1. That I am the _____ <<Designation of the authorized signatory>> of _____ and I am duly authorized to furnish this undertaking declaration on behalf of M/s _____ (bidder name).
2. That M/s _____ has submitted its bid no _____ dated _____ against GeM bidding document no _____ dated _____ for tendered item for Panipat Refinery of IOCL.
3. That the Company is fully aware of the provisions of Public Procurement (Preference to Make in India), Order - 2017 and amendments thereof, enclosed in the above bidding document.
4. We hereby confirm that our offer is achieving the local content (LC) of
 - a. minimum 50%
 - b. 20% <= LC < 50%
 - c. LC < 20%

(Tick whichever is applicable.)
5. I confirm that I am aware of the implication of the above undertaking and our liability on account of wrong declaration.

(Authorized signatory of Supplier)

Note: This undertaking shall be certified by the authorized signatory of the bidder, signing the bid. Preference is applicable only for suppliers claiming minimum 50 % Local Content.

Annexure - 3 (B)

PROFORMA FOR DECLARATION OF LOCAL CONTENT %

| (A) | (B) | (C) | (D) | (E) | (F) |
|-------|---|-------------------|--|---|---------------------------------|
| Sr No | Item Description (Scope & Specifications shall be as per Tender documents) | Country of Origin | Details of Cost of Locally-Sourced Imported Items* in percentage of Total Quoted Price (%) | Details of Location (s) at which local value addition is made | Percentage of local content (%) |
| 1 | Schedule 1 GeM Bid | | | | |

NOTES FOR BIDDERS:

Explanatory notes for calculation of local content given below:

- Imported items sourced locally from resellers/distributors shall be excluded from calculation of local content.
- The license fees/royalties paid/ technical charges paid out of India shall be excluded from local content calculation.
- Procurement/Supply of repackaged/refurbished/rebranded imported products as understood commonly shall be treated as reselling of imported products and shall be excluded from calculation of local content.
- For Details please refer latest PPP-MII Order 2017 and further amendments time to time.

Bidders to provide the details/documents as applicable as per below:

- A. Bidders to confirm the Cost of such locally-sourced imported items (Inclusive of taxes) along with break-up on license/royalties paid/technical expertise cost etc. sourced from outside India in Line with PPP-MII Order 2017 and further amendments time to time if any along with bid.**

Here provide the breakup if any or else in absence thereof it shall be considered as "NIL")

- B. For Items Sold by Bidder as reseller, OEM Certificate for Country of Origin to be Submitted along with bid.**

Seal & Signature of Bidder

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DECLARATION ABOUT MANUFACTURER OR TRADER

Bidder to confirm below whether they are participating in this bid as Manufacturer or Trader for the quoted item.

| Schedule No. | Participated as Manufacturer OR Trader of the Quoted Item |
|---------------------|--|
| SCHEDULE - 1 | |
| SCHEDULE - 2 | |
| SCHEDULE - 3 | |

NOTE:

Bidder to upload the above declaration duly signed and stamped along with the offer.

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PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING

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In the case of a Proprietary Concern:

I hereby declare that neither I, in my personal name nor in the name of my Proprietary Concern, M/s _____ which is submitting the accompanying Bid/Tender nor any other concern in which I am proprietor nor any partnership firm in which I am involved as a Partner are presently on any blacklist or holiday list declared by Indian Oil Corporation Ltd. or by Ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending 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")

Particulars - "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")

Particulars - "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 black listing or holiday listing and/or inquiry and in the absence thereof state "NIL")

ereof state "NIL")

Particulars - "NIL"

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(Page 1 of 2)

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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 black listing or holiday listing and/or inquiry and in the absence thereof state "NIL")

Particulars - "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 black listing or holiday listing) available to Indian Oil Corporation Ltd.

Place:

Signature of Bidder:

Date:

Name of Signatory:

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NOTE: Default declaration has been kept as "NIL". The same to be replaced with "Particulars of black listing or holiday listing and/or inquiry", If applicable.

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Annexure - 6

PERFORMA FOR DECLARATION ON PROCEEDINGS UNDER INSOLVENCY AND BANKRUPTCY CODE, 2016 {to be submitted in Bid Documents}

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

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

Or,

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

Note: - Strike out which is not applicable.

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

Place:

Seal & Signature of Bidder:

Date:

Name of Signatory:

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DECLARATION REGARDING THE MULTIPLE BID

I Mr. declare hereby in the capacity of Director that Bidder M/s.

Submitting only one bid for this tender and has not made any other bid or multiple bids.

Note: As per the following, the submitted bids shall be considered as multiple bids: 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 a bid in partnership format or in association of persons format if he is a partner of the firm which has submitted the bid or is a member of any association of persons which has submitted a bid.

iv. A person shall be deemed to have a bid in a company format if the person holds more than 10% 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% of voting share capital in and/ or is a director of holding company of that company which has submitted the bid.

In case it is found that bidder has submitted more than one bid, all the bids shall be rejected and the earnest money deposit (if applicable) 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 scrutiny evaluation of the bid.

Stamp & Signature of the Tenderer

Name of Bidder (s)

Place:

General Declaration-1

Bidders are required to furnish declaration as per the following format.

| | |
|---|--|
| GEM BID NO. | |
| Bidder's Name | |
| Vendor code with IOCL (if available) | |
| Email ID(s) | |
| Mobile No.(s) | |
| Whether bidder is PSU (Yes/No) | |
| Whether Bidder is a Joint Venture (JV) company of IOCL (Yes/No) | |
| Please Confirm as per applicability | <p>Whether any of the Directors of BIDDER is a relative of any Director of IOCL or the BIDDER is a firm in which any Director of IOCL or their relative is a Partner or the BIDDER is a private company in which any director of IOCL is a member or Director</p> <p>Yes / No - _____ (Bidder to confirm)</p> |

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General Declaration-2

Deviations Statement- Technical

Please note that bidders are, normally, not allowed to take deviations and any deviation listed below may make the Bid liable for rejection.

| Sl. No | Ref doc name/page no. | Clause No. | Description of Clause | Deviation proposed by bidder |
|--------|-----------------------|------------|-----------------------|------------------------------|
| 1 | | | | |
| 2 | | | | |
| 3 | | | | No Deviation |
| 4 | | | | |
| 5 | | | | |

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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 proof of execution) | |
| 2 | Documents towards compliance of Financial Pre-Qualification Criteria (Audited annual turnover details with balance sheet/P&L statement) | |
| 3 | Technical PQC + Datasheets duly filled with relevant data wherever required as per tender | |
| 4 | BSD submitted in bidder's letter head (Annexure-1) | |
| 5 | Restrictions On Procurement from a Bidder of a Country which shares a Land Border with India (Annexure-2) | |
| 6 | Declaration and undertaking for local content (Annexure-3 (A & B)) | |
| 7 | Declaration About Manufacturer or Trader (Annexure-4) | |
| 8 | Declaration of Black listing / Holiday listing (Annexure-5) | |
| 9 | Declaration of proceedings under Insolvency and Bankruptcy Code,2016 (Annexure-6) | |
| 10 | Declaration regarding the multiple bid (Annexure-7) | |
| 11 | General Declaration-1 (Bidder Details) (Annexure-8) | |
| 12 | General Declaration-2 (Deviation) – Technical, if any (Annexure-9) | |
| 13 | UDYAM copy submitted (For MSEs) | |

| | | |
|----|--|--|
| 14 | Certificates / Undertakings/Declarations, etc. in compliance to Government Policies <u>as applicable</u> as per tender requirement 1. Documents related to Start Ups, if applicable | |
| 15 | Relevant Power of Attorney | |
| 16 | Miscellaneous Documents | |

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

5. Buyer Added Bid Specific ATC

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

6. Generic

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

7. 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

THIRD PARTY INSPECTION

, 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](#)

8. Certificates

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.

9. Purchase Preference (Centre)

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% 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 percentage of 25% of total value.

10. **Generic**

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

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 कार्यवाई 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---