

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	10-02-2026 12:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	10-02-2026 12:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	90 (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	Research & Development Centre (materials Department)
कार्यालय का नाम/Office Name	Faridabad
कुल मात्रा/Total Quantity	1
वस्तु श्रेणी /Item Category	Sieve Shaker
GeMARPTS में खोजी गई स्ट्रिंग्स / Searched Strings used in GeMARPTS	Sieve Shaker
GeMARPTS में खोजा गया परिणाम / Searched Result generated in GeMARPTS	Sieve Shaker, Rotary Shaker, Brass Sieve, Shaker Incubator, Reciprocal Shakers - Mechanical Shaker Machine with Timer, Cocktail Shaker, Test Sieves as per IS 460 (Part 1 and Part 2), Gym Shaker, Orbital Shaker (FSSAI), Aerobic Drum Compost Plant of 10 TPD capacity with Sieving Trommel
अधिसूचना के लिए चयनित प्रासंगिक श्रेणियाँ / Relevant Categories selected for notification	<ul style="list-style-type: none"> • Sieve Shaker
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Certificate (Requested in ATC),OEM Authorization Certificate,Additional Doc 1 (Requested in ATC),Additional Doc 2 (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

बिड विवरण/Bid Details

क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् 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	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	5 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

आवश्यकता/Required	No
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ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई खरीद वरीयता/MII Purchase Preference

एमआईआई खरीद वरीयता/MII Purchase Preference	No
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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	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. 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 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. 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.

Sieve Shaker (1 pieces)

तकनीकी विशिष्टियाँ /Technical Specifications

क्रेता विशिष्टि दस्तावेज़ /Buyer Specification Document	Download
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उपरोक्त मद के लिए इंस्टॉलेशन कमीशनिंग एंड टेस्टिंग (आईसीटी) का विवरण / Installation Commissioning and Testing (ICT) details for the above item:

% of Product Cost Payable on Product Delivery	90%
Min Cost Allocation for ICT as a % of product cost	10%
Number of days allowed for ICT after site readiness communication to seller	14 Days

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

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	मात्रा /Quantity	डिलीवरी के दिन/Delivery Days
1	S.Arunagirisamy	121007,INDIAN OIL CORPORATION LTD R&D CENTRE, SECTOR-13, FARIDABAD	1	90

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

1. Scope of Supply

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

2. Generic

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

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

3. 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.

4. Generic

Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
i) The Seller fails to comply with any material term of the Contract.
ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or

to replace/rectify any rejected or defective Material(s) promptly.

iv) The Seller becomes bankrupt or goes into liquidation.

v) The Seller makes a general assignment for the benefit of creditors.

vi) A receiver is appointed for any substantial property owned by the Seller.

vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.

5. **Generic**

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

6. **Warranty**

Warranty period of the supplied products shall be 1 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.

7. **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 100% of total value.

8. **Generic**

Manufacturer Authorization: Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

9. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

General Instructions to bidders:

Bidder to provide site supervision for one week and training for 2 days.

All bidders to submit declarations :

Submission of all certificates are mandatory like below :

1. EMD / Bid Security Declaration has been submitted by bidder(s)
2. Proforma of declaration of blacklisting / holiday listing
3. Proforma for Declaration of NCLT/ NCLAT/ DRT/ DRAT/ Court Receivership / Liquidation
4. Compliance of Restrictions for bidders from countries which share land border with India
5. Technical specifications compliance on letter head with sign and stamp.

Bidders are required to read carefully & understand all the terms and conditions in the bid document before submitting the bids on GeM portal. Offers should be submitted strictly in accordance with the tender terms &

conditions. Bidders are advised not to upload un-necessary / unsolicited documents. The same will not be evaluated.

1. Bidders to note that there shall be no requirement of submission of EMD against this tender. However, all bidders shall be mandatorily required to submit Bid Security Declaration in lieu of EMD as per below indicated standard format:

The requirement of submission of Bid Security Declaration shall also be applicable for bidders who are, otherwise, exempt, from submission of EMD (e.g., MSE / Start-up / any exempted category bidders).

Offers received without Bid Security Declaration as per tender requirement shall be liable for rejection.

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

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

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

OR

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

OR

I / We fail to / refuse to initiate the execution of the awarded Contract as per the terms of the Contract when I / We could be suspended from being eligible for bidding / award of all future tender(s) for a period as applicable per the Incident Management Policy of GeM.

Signature and seal of authorized signatory of bidder

Name of authorized signatory:

2. Consortium/JV bids shall not be accepted in the tender.
3. Bidder to submit the technical compliance along with supporting documents like catalogue/brochure. Bidder to ensure that supporting document(catalogue/brochure) must include the technical specifications required in the subject tender.
4. Micro and Small Enterprises (MSEs) registered under Udyam Registration are eligible to avail the benefits under the Public Procurement Policy for Micro and Small Enterprises (MSEs). The Udyam Registration Certificate must be valid as on close date of tender. MSEs who do not have the Udyam Registration Certificate as on close date of tender, are not eligible for exemption/preference
5. 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 or Multiple price bids are not acceptable. Each tenderer / bidder can submit only one tender / bid for one package. The names of specialized sub-contractor(s) (sub-vendors, if any) may, however, appear in different offers submitted by different tenderers.

i. A person shall be deemed to have submitted more than one bid if a person bids in an individual or proprietorship format at 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 India or of any other country.

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

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.

A Bidder which has directly or through any of its affiliates participated as a Consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid, shall not be allowed to participate.

- 6.** If a bidder withdraws its bid within validity period for any reason, their bid shall not be further evaluated, and suitable penal action taken which may include EMD forfeiture (if any) and / or holiday listing action as per the discretion of IOCL.
- 7.** 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.
- 8.** Negotiations will not be conducted with the bidders as a matter of routine. However, IOCL reserves the right to conduct price negotiations. Bidders are advised to quote competitive prices considering the fact that price negotiations, if required would be held with the lowest bidder only.
- 9.** Tendering can be abandoned by IOCL without assigning any reason. No compensation shall be paid for the efforts made by the bidder.
- 10.** IOCL reserves the right to reject, accept or prefer any tender or to abort the bidding process without assigning any reason whatsoever.
- 11.** 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 interests of IOCL.
- 12.** IOCL reserves the right to allow purchase preference to MSEs, Local Suppliers etc. as per extant Government policy(ies) and to JV Companies as per IOCL policy in vogue. For the purpose of Purchase Preference, the total landed cost (considering technical or commercial loadings if any) of the lowest bidder(s) shall be considered to decide applicability of the Purchase Preference.
- 13.** IOCL reserves the right to accept or reject any tender in part or full without assigning any reason whatsoever. IOCL also reserves its right not to accept the lowest rates quoted by the tenders and also to split the order as per our requirement.
- 14.** Components / spares / accessories: If a bidder does not quote for some components / spares / accessories specifically indicated in the tender for consideration along with the main equipment, the same shall be considered as "free supply".
- 15.** If a bidder does not mention Taxes & Duties in their offer as specified in tender, the same shall be considered as Borne by vendor.

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

17. Interest Prohibition Clause: Parties agree that the Seller shall not be entitled for any pre-reference and pendente-lite interest , i.e., date of cause of action till date of Award by Arbitral Tribunal. Parties agree that Seller’s claim for any such interest shall not be considered and shall be void. The Arbitrator or tribunal shall have no right to award pre-reference and pendente-lite interest in the matter of Seller. Where the arbitral award is for the payment of money, no interest shall be payable by Buyer or whole or any part of the money for any period till the date on which the award is made.

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

- i. Does not pay the EMD/BSD, wherever required, 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
- x. Bidder is not eligible to participate.

19. Time barred claims: Ordinarily, all claims are time barred after a period of three years calculated from the date when the payment falls due unless the payment claim has been under correspondence.

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

21. Bidders are required to provide the below declaration on their company’s letter head:

<p>Bidder to confirm “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.” List of IOCL directors is available at https://iocl.com/pages/our-leadership</p>	
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In case your response to above point is that "Has relationship with director of IOCL", please elaborate the details of such a relationship. Else indicate "not applicable".

Bidder to provide the below declaration on their company's Letter Head, whether they are participating in this bid as Manufacturer or Authorized Channel Partner/Distributor for the Quoted Item:

Schedule No.	Whether Manufacturer or Authorized Channel Partner/Distributor of the Quoted Item
Schedule - 1*	

[*Add more rows if more than one schedule]

22. Bidders to submit bank account details in following format :

On the Letterhead of the Vendor / Contractor / Supplier

Date:

To

Indian Oil Corporation Ltd

Research & Development Centre

Sector-13, Faridabad-121007

Dear Sir,

We hereby give our consent to accept the related payments of our claims / bills on IOCL through Cheques or Internet based online E- payments system at the sole discretion of IOCL. Our Bank account details for the said purpose are as under:

A. <u>Vendors Details</u>	
1. Name (As per the Bank Records)	
2. Address	
3. P. A. No. (PAN No.)	
4. TIN No.	
5. CIN No.	
6. E-mail ID	
7. Mobile Number	
8. GSTIN No	
B. <u>Particulars of Bank Account</u>	
1. Bank Name	
2. Branch Name/ branch code	
3. Branch Address	

4. 9 Digit MICR No. of Bank and Branch (As appearing on the cheque)	
5. Account Type (Savings/Cash credit/Current)	
6. Account Number (as appearing on the cheque book)	
7. IFSC Code of the Branch (For RTGS)	
8. IFSC Code of the Branch (For NEFT)	

(Please attach a blank copy of a cancelled cheque/ photocopy of a cancelled cheque issued by your Bank relating to the above account Number for verifying the accuracy of the 9 digit MICR code number.

I/We hereby declare that the particulars given above are correct and complete

Date:
Account Holder Place:
Place (if a Company)

Signature of Account Holder
with Company Stamp

Encl: Photocopy of cheque duly cancelled, copy of Indian PAN Card and a copy of GSTIN

23. Bidders to submit Declaration of Black Listing / Holiday Listing in the format given below:

PROFORMA OF DECLARATION OF BLACKLISTING / HOLIDAY LISTING

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

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

In the case of a partnership Firm:

We hereby declare that neither we, M/s _____ which is submitted 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 Limited. or by ministry of Petroleum & Natural Gas (MOPNG), nor any inquiry is pending by Indian oil Corporation Limited. Or MOPNG, in respect of Corrupt or fraudulent practice (s) against us or any partner or any concern of firm of which he is proprietor or partner, except as indicated below:

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

In the case of Company:

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

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

In the case of Consortium:

We hereby declare that none of the members of the Consortium are presently placed on any holiday list or

blacklist declared by Indian oil Corporation Limited Or by ministry of Petroleum & Natural Gas (MOPNG) , nor any inquiry is pending by Indian oil Corporation Limited or MOPNG, in respect of corrupt or fraudulent practices (s) , except as indicated below:

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

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

**Place :
Bidder**

Signature of

**Date :
atory**

Name of Sign

24. Bidders to submit Declaration on NCLT / NCLAT /DRT /DRAT/ Court Receivership/ Liquidation in the format given below:

DECLARATION ON NCLT / NCLAT /DRT /DRAT/ COURT RECEIVERSHIP/ LIQUIDATION

(To be submitted on Company's Letterhead)

Tender No :

Bidder Name:

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:

Date:

Signature of Bidder _____

Name of Signatory _____

25. Policy pertaining to BIDDERS SHARING BORDER WITH INDIA shall be applicable (Link- <https>)

[://pib.gov.in/PressReleasePage.aspx?PRID=1640778](http://pib.gov.in/PressReleasePage.aspx?PRID=1640778))

26. For any tender-related queries, kindly contact the material officer – Mr. Lalit Kumar Bhardwaj Tel No.: 091-129-2294 721, e-mail: lalitkb@indianoil.in
27. Any Addendum / Corrigendum / Sale date extension in respect of above tender shall be issued on our website: 'https://gem.gov.in' only. Bidders are therefore requested to regularly visit our website to keep themselves updated.

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---