



Indian Oil Corporation Ltd.
Paradip Refinery
IOCL Tender Ref No. 9070M25A21

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.
- 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

Bid Security Declaration (BSD) shall, normally, be taken from bidders in lieu of EMD (Annexure A). 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-3) 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 suomoto 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 competitive tendering system. Such practices are severely discouraged. Suitable administrative actions which include but no 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:

As per Tender

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, POC (Commercial experience criteria): Applicable

Proof of executed order(s) for **“Supply of Tubes 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. 77,55,580.00;**
- (2) Copy of two executed orders each of value not less than **Rs. 62,04,464.00;**
- (3) Copy of three executed orders each of value not less than **Rs. 46,53,348.00.**

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.

26) Pre-Qualification Criteria, PQC (Financial: Annual Turnover): Applicable as Under.

The Annual Turnover (ATO) of the bidder during any of the preceding three financial years should be at least **Rs. 93,06,696.00.**

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

For fulfilling the 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.

27) 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.

28) Performance Bank Guarantee (PBG): PBG of 5% total order value and validity up to 15 months + 02 months claim period.

29) Third party inspection: Applicable

- Third-party inspection is required by an IOCL approved TPI agency. Minimum required scope of TPI inspection is given in the attached ITP
- Successful bidder shall prepare exhaustive quality assurance plan (QAP) covering all details given in the attached ITP and get it endorsed by TPI agency. Such QAP duly endorsed by TPI, shall be submitted for IOCL approval/ comments before start of job.
- 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
- Material test certificates from NABL approved lab duly endorsed by TPI, test records endorsed by TPI & original Inspection release note from TPI to be submitted along with supply of material.
- Third party inspection shall be carried out from IOCL approved TPIs only and as per attached QAP. The list of the empanelled third party inspection (TPI) Agencies is as under:
List of approved TPI agencies is:
 1. M/s ABS Industrial Verification (India) Pvt. Ltd
 2. M/S Bureau Veritas (India) Pvt. Ltd
 3. M/s Certification Engineers International Ltd
 4. M/s Edlipse EngineeringGlobal Pvt Ltd
 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 Pvt Ltd
 9. M/s Meenaar Global Consultants LLP
 10. M/S RITES Ltd
 11. M/s SGS India Pvt Ltd
 12. M/s TUV India Pvt Ltd
 13. M/s TUV Rheinland India Pvt Ltd
 14. M/s TUV SUD South Asia Pvt Ltd
 15. M/s VCS Quality Services Private Limited.

30) Complete dispatch documents including Material Test Certificate and Inspection Release Note by TPI, if applicable shall be submitted along with supply.

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.

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. Driver 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/challan 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 wheelers 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.

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>

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:

PROFORMA OF DECLARATION OF BLACK LISTING / 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 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")

Particulars – “NIL”

In the case of Consortium:

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

(Here give particulars of 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:

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.

Earnest Money Deposit (EMD)

Bid Security Declaration (BSD) strictly as per the format below is to be submitted by bidders in lieu of EMD failing which bid shall be rejected. MSE bidders are also required to submit the BSD failing which bid shall be rejected.

(On Bidder's Letterhead)

Bid Security Declaration (BSD)

Format of Bid Security Declaration from bidders in lieu of Earnest Money Deposit / Bid Security

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

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

OR

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

OR

I / We fail to / refuse to initiate the execution of the awarded Contract as per the terms of the Contract then I / We could be debarred from being eligible for bidding / award of all future tender(s) of Indian Oil Corporation Limited per the GeM Incident Management Policy / Indian Oil's Holiday Listing Policy.

Signature and seal of authorized signatory of bidder

Name:

Date:

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				

Undertaking of PPP MII

Bidder to submit duly filled, signed and stamped undertaking along with the offer.

Proforma - I

UNDERTAKING (to be submitted on Company's Letterhead)

E-tender 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 _____.
2. That _____ has submitted its bid no _____ dated _____ against bidding document no _____ dated _____ for _____ item / works for _____ Project/Refinery of IOCL.
3. That the Company is fully aware of the provisions of Policy to Provide Purchase Preference (linked with local content) (PP-LC) dated 17.11.2020 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.

Bidder's Inputs

Name of bidder	
Vendor code with IOCL (if available)	
Email ID(s)	
Mobile No.(s)	
Tel. No.(s)	
GSTIN of Vendor	
Complete Address	
“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.”: No	

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	Declaration of proceedings under Insolvency and Bankruptcy Code,2016 (Annexure-1)	
5	Declaration of Black listing / Holiday listing (Annexure-2)	
6	BSD submitted in bidder's letter head (Annexure-3)	
7	Deviations Statement – Technical, if any (Annexure-4)	
8	Undertaking of PPP MII copy submitted (Annexure-5)	
9	UDYAM copy submitted (For MSEs)	
10	Certificates / Undertakings/Declarations, etc in compliance to Government Policies <u>as applicable</u> as per tender requirement <ol style="list-style-type: none"> 1. Undertaking related to Insolvency & Bankruptcy Code, 2016 2. Documents related to Start Ups, if applicable 	
11	Relevant Power of Attorney	
12	Miscellaneous Documents	

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